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Meeting ID: 830 3245 2642

**TOWN OF THOMPSON  
-Regular Meeting Agenda-**

THIS MEETING WILL BE HELD IN-PERSON  
LOCATED AT TOWN HALL, 4052 STATE ROUTE 42,  
MONTICELLO, NY 12701. THE MEETING WILL  
ALSO BE STREAMED LIVE ON ZOOM: TO JOIN  
PLEASE SEE TOWN WEBSITE AT:  
[WWW.TOWNOFTHOMPSON.COM](http://WWW.TOWNOFTHOMPSON.COM)

**TUESDAY, DECEMBER 17, 2024**

**7:00 PM MEETING**

CALL TO ORDER  
ROLL CALL  
PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: December 03, 2024 Regular Town Board Meeting

PUBLIC COMMENT

CORRESPONDENCE:

- **Despina Legatos, Claims Counsel, NYMIR (Wright Insurance):** Letter dated 12/04/24 to Town Clerk Calhoun Re: Congregation Machne Ger vs. County of Sullivan, Town of Thompson & Fallsburg Central School District, Notice of Summons and Verified Complaint for Tax Assessment Year 2022-2023 School Tax Year and 2023 Town and County Tax Year.
- **Certificates of Annual Fire District Elections Results:** Filed with Town Clerk Calhoun on 12/11/24 for Monticello Joint Fire District, Rock Hill Fire District and Hurleyville Fire District.
- **Alysse Devine, Division of Environmental Permits, NYS DEC:** Letter dated 12/11/24 to Steven Gray, Waters, McPherson, McNeill, P.C. Re: Response to Partial Resubmission on the Gan Eden Estates Project application, DEC ID: 3-4899-00009.

AGENDA ITEMS:

- 1) ACCEPT LETTER OF RESIGNATION FROM HON. RICHARD L. BENJAMIN, JR. AS TOWN OF THOMPSON HIGHWAY SUPERINTENDENT, EFFECTIVE 12/17/2024
- 2) RESOLUTION TO AUTHORIZE APPOINTMENT OF HAYDEN CARNELL TO THE POSITION OF TOWN OF THOMPSON HIGHWAY SUPERINTENDENT, EFFECTIVE 12/17/2024 AT THE BUDGETED SALARY
- 3) SILBERTS RESORT COMMUNITY, INC. APPLICATION FOR ZONE CHANGE REQUEST FOR PARCEL #'S 13.-1-17.1 & 17.2 FROM SUBURBAN RESIDENTIAL (SR) ZONING DISTRICT TO HIGHWAY COMMERCIAL-2 (HC-2) ZONING DISTRICT – RESOLUTION TO REFER ZONING CHANGE REQUEST TO PLANNING BOARD FOR REVIEW & RECOMMENDATION
- 4) YESHIVA VIZNITZ DEVELOPMENT: PRIVATE ROAD NAME REQUEST – RIMON LANE, KIAMESHA LAKE, NY, SBL # 6.-1-11.7
- 5) REVIEW & CONSIDER INTERGOVERNMENTAL AGREEMENT (IGA) FOR CYBER SECURITY PROTECTION PROGRAM BETWEEN THE NYS OFFICE OF INFORMATION TECHNOLOGY SERVICES, THE NYS DIVISION OF HOMELAND SECURITY & EMERGENCY SERVICES AND TOWN OF THOMPSON
- 6) ACKNOWLEDGE CHANGE OF OWNERSHIP FOR TANNERY VILLAGE SENIOR HOUSING PROJECT, RICHMOND AVE, MONTICELLO
- 7) RESOLUTION TO AUTHORIZE ADDITIONAL COST OF \$14,608.25 FOR SCANNING/INDEXING JUSTICE COURT DOCUMENTS (\$12,272.75 WITH EBIZ & \$2,336.00 WITH ICC-CDS)
- 8) MONTICELLO JOINT FIRE DISTRICT: REQUEST USE OF COLD SPRING ROAD “OLD TOWN BARN” FACILITY FOR TRAINING
- 9) SACKETT LAKE SEWER DISTRICT WWTP IMPROVEMENTS:
  - A) STATUS OF PROPERTY TRANSFER BACK TO TOWN
  - B) REVIEW & DISCUSS PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH DELAWARE ENGINEERING, DPC FOR ENGINEERING REPORT

10) CATSKILL VETERINARY SERVICES, PLLC: REQUEST FOR SEWER DISTRICT EXTENSION INTO THE ROCK HILL EMERALD GREEN SEWER DISTRICT FOR PROPERTY LOCATED AT 23 OLD DRIVE-IN ROAD, ROCK HILL, NY, SBL # 32.-1-14.1

11) PARKS & RECREATION DEPARTMENT: DISCUSS & APPROVE TRANSFER OF TYLER BOSSERT FROM LABORER TO LABORER 2 POSITION, EFFECTIVE JANUARY 1<sup>ST</sup>, 2025

12) RATIFY & AUTHORIZE SUPERVISOR TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENT(S)

13) BILLS OVER \$5,000.00

14) BUDGET TRANSFERS & AMENDMENTS

15) ORDER BILLS PAID

OLD BUSINESS

NEW BUSINESS

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

PUBLIC COMMENT

ADJOURN

**PLEASE TAKE NOTICE, that this Town Board meeting will be held in person and via videoconferencing, as permitted by the NYS Open Meetings Law. The zoom invite is merely a courtesy and convenience to the public. If there is a disruption in the ability of the zoom meeting to commence or even continue once a meeting has been commenced, the official meeting of the Town Board shall continue in person without interruption.**

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**Minutes of a Regular Meeting** of the Town Board of the Town of Thompson held at the Town Hall, 4052 State Route 42, Monticello, New York and held remotely via Zoom on **December 03, 2024.**

**ROLL CALL:**

**Present:** Councilwoman Melinda S. Meddaugh, Presiding  
Councilman John A. Pavese  
Councilman Ryan T. Schock  
Councilman Scott S. Mace

**Absent:** Supervisor William J. Rieber, Jr.

**DRAFT**

**Also Present:** Marilee J. Calhoun, Town Clerk  
Michael B. Mednick Esq., Town Attorney  
Melissa DeMarmels, Town Comptroller  
Glenn Somers, Parks & Recreation Superintendent  
Michael G. Messenger, Water & Sewer Superintendent  
James L. Carnell, Jr., Director of Building, Planning & Zoning

**Present Via Zoom:** None

**REGULAR MEETING – CALL TO ORDER**

Deputy Supervisor Meddaugh opened the meeting at 7:00 PM with the Pledge to the Flag. This meeting was held in person and remotely via Videoconferencing streamed live on the Zoom app, which is accessible to the public. The meeting is also being recorded for full transcription purposes should it be required.

**PUBLIC HEARING: PROPOSED LOCAL LAW NO. 04 TO AMEND TOWN CODE CH.194 TO ESTABLISH SEWER RENTS FY-2025**

Deputy Supervisor Meddaugh opened the Public Hearing at 7:00 PM. Town Clerk, Marilee J. Calhoun read the legal public notice and stated that she had an original affidavit of publication. Notice of said hearing was duly published in the Sullivan County Democrat on November 22, 2024 with same being posted at the Town Hall and Town Website on November 20, 2024.

**TOWN OF THOMPSON  
NOTICE OF PUBLIC HEARING  
ON PROPOSED LOCAL LAW**

**NOTICE IS HEREBY GIVEN** that there has been duly introduced at a meeting of the Town Board of the Town of Thompson, New York, held on November 19, 2024, a proposed Local Law No. 04 of 2024, entitled "A Local Law to amend the Town of Thompson Code, Chapter 194, entitled "Sewers".

The proposed Local Law will establish and impose in the various sewer districts of the Town of Thompson, sewer rents for the year 2025.

**NOTICE IS FURTHER GIVEN** that the Town Board of the Town of Thompson will conduct a Public Hearing on the aforesaid proposed Local Law at the Town Hall, 4052 Route 42, Monticello, New York, on December 03, 2024 at 7:00 P.M., or as soon thereafter as said Public Hearing shall be convened, at which time all persons interested will be heard.

Copies of the Local Law described above are on file in the office of the Town Clerk of the Town of Thompson, where the same are available to public inspection during regular office hours.

**PLEASE TAKE FURTHER NOTICE**, that all interested persons will be given an opportunity to be heard on said proposed Local Law at the place and time aforesaid.

**NOTICE IS HEREBY GIVEN**, pursuant to the requirements of the Open Meetings Law of the State of New York, that the Town Board of the Town of Thompson will convene in public meeting at the place and time aforesaid for the purpose of conducting a Public Hearing on the proposed Local Law described above and, as deemed advisable by said Board, taking action on the enactment of said Local Law.

Dated: November 19, 2024

BY ORDER OF THE TOWN BOARD  
TOWN OF THOMPSON  
MARILEE J. CALHOUN, TOWN CLERK

The Proposed Local Law is to establish the sewer rents/rates for 2025 to be charged for Operation & Maintenance and Capital for the sewer districts within the Town of Thompson. The Town is required to enact this Local Law each year.

Deputy Supervisor Meddaugh asked if the Board had any comments. The Board had no comments.

Deputy Supervisor Meddaugh asked if anyone from the public would like to be heard on this matter. There were no public comments made.

After an opportunity for all persons to be heard Supervisor Rieber entertained a motion that the public hearing be closed.

A motion to close the Public Hearing at 7:02 PM was made by Councilman Pavese and seconded by Councilman Schock.

The regular meeting was reconvened at 7:03 PM.

**APPROVAL OF MINUTES:**

On a motion made by Councilman Schock and seconded by Councilman Pavese the minutes of the November 19<sup>th</sup>, 2024 Regular Town Board Meeting were approved as presented.

Vote: Ayes 3          Pavese, Schock and Mace



Nays 0  
Abstained 1 Meddaugh (She was not present for that meeting.)  
Absent 1 Rieber

**PUBLIC COMMENT**

There was no public comment given.

**CORRESPONDENCE:**

Deputy Supervisor Meddaugh reported on correspondence that was sent or received as follows:

- **Marilee J. Calhoun, Town Clerk:** Letter dated 11/20/24 to Lebaum Company, Inc. Re: Congregation Machne Ger vs. County of Sullivan, Town of Thompson & Fallsburg Central School District, Notice of Summons and Verified Complaint for Tax Assessment Year 2022-2023 School Tax Year and 2023 Town and County Tax Year.
- **David F. Chavkin, Professor of Law Emeritus:** Email dated 12/02/24 to Supervisor Rieber Re: Positive Interactions with the Town of Thompson Building Department involving permit process, which Heather Zangla assisted him with.
- **Erin Petersen, Inspector, NYS DOH:** Water System Field Annual Compliance Inspection Summary Report – Lucky Lake WTP (ID: 859633), Permit ID No.: NY5203356, Inspection Completed: 12/02/2024.

**AGENDA ITEMS:**

**1) RESOLUTION TO ENACT: PROPOSED LOCAL LAW NO. 04 OF 2024 – AMEND TOWN CODE CH. 194 TO ESTABLISH SEWER RENTS FOR FY-2025**

**The Following Resolution Was Duly Adopted: Res. No. 350 of the Year 2024.**

At a regular meeting of the Town Board of the Town of Thompson held at the Town Hall, 4052 Route 42, Monticello, New York on December 03, 2024

**RESOLUTION TO ENACT LOCAL LAW NO. 04 OF 2024**

**WHEREAS**, proposed Local Law No. 04 of the year 2024 entitled, "A Local Law to amend the Town of Thompson Code, Chapter 194, entitled "Sewers" was introduced to the Town Board at a meeting held November 19, 2024, at the Town Hall, Monticello, New York, to consider said proposed Local Law and Notice of Public Hearing having been duly published and posted as required by law, and said Public Hearing having been held and all persons appearing at said Public Hearing deeming to be heard having been heard, and

**WHEREAS**, said Local Law was duly adopted after a Public Hearing.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Thompson, New York, does hereby enact and adopt Local Law No. 04 for the year

2024, Town of Thompson, State of New York, which Local Law is annexed hereto and made a part hereof.

Moved by: Councilman John A. Pavese  
Seconded by: Councilman Scott S. Mace

Adopted on Motion December 03, 2024

Supervisor WILLIAM J. RIEBER, JR.	Yes [ ]	No [ ] ABSENT
Councilman SCOTT S. MACE	Yes [X]	No [ ]
Councilman JOHN A. PAVESE	Yes [X]	No [ ]
Councilwoman MELINDA S. MEDDAUGH	Yes [X]	No [ ]
Councilman RYAN T. SCHOCK	Yes [X]	No [ ]

Local Law No. 04 of 2024

A local law entitled "A local law to amend the Town of Thompson Code, Chapter 194, entitled 'Sewers'."

Be it enacted by the Town Board of the Town of Thompson

1. The Town Board of the Town of Thompson, pursuant to the provisions of Article 14-F of the General Municipal Law, entitled "Sewer Rent Law", and in particular Section 452 thereof, does hereby establish and impose sewer rents to be charged in the Consolidated Harris Sewer District, Consolidated Rock Hill/Emerald Green Sewer District, Consolidated Kiamesha Sewer District, Melody Lake Sewer District, Sackett Lake Sewer District, Cold Spring Sewer District, and Adelaar Resort Sewer District for the year 2025.

2. The rates to be charged pursuant to Chapter 194 of the Code of the Town of Thompson, Section 194-45, for the year 2025 are as follows:

<u>DISTRICT:</u>	<u>Operation &amp; Maintenance</u>	<u>Capital</u>
Consolidated Kiamesha Sewer District:	\$49.35	\$10.06
Consolidated Harris Sewer District:	\$31.26	\$ 2.90
Consolidated Rock Hill/Emerald Green Sewer District	\$60.45	\$14.67
Melody Lake Sewer District	\$88.56	\$20.77
Sackett Lake Sewer District:	\$61.87	\$ 1.09
Adelaar Resort Sewer District:*	N/A	N/A

\* Adelaar Resort Sewer District is billed to 6 users only per usage spreadsheet

3. Except as herein specifically amended, the remainder of Chapter 194 of such code shall remain in full force and effect.

4. If any clause, sentence, paragraph, subdivision, section or part thereof this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment, decree or order shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment, decree or order shall have been rendered and the remainder of this local law shall not be affected thereby and shall remain in full force and effect.

5. This local law shall take effect immediately.

**2) KROEGER USA, LLC PETITION FOR ZONE CHANGE REQUEST FOR PARCEL #'S 24.-1-57 & 24.-1-59.1 FROM RURAL RESIDENTIAL-1 (RR-1) ZONING DISTRICT TO HIGHWAY COMMERCIAL-2 (HC-2) ZONING DISTRICT & SCHEDULE OF DISTRICT REGULATIONS TEXT CHANGE FOR THE COMMERCIAL INDUSTRIAL (CI) DISTRICT – RESOLUTION TO REFER ZONING CHANGE REQUEST TO PLANNING BOARD FOR REVIEW & RECOMMENDATION**

Deputy Supervisor Meddaugh advised that this Zone Change Request is being sent back to the Town Board for referral to the Planning Board for review & recommendation. This matter was originally referred to the Planning Board on April 2<sup>nd</sup>, 2024 and it was recommended that the matter not be considered until after the Town Comprehensive Plan was completed. With the Comprehensive Plan schedule being delayed and letters of support from the surrounding neighbors being presented the matter was sent back requesting reconsideration. A brief discussion was held and action was taken as follows:

**The Following Resolution Was Duly Adopted: Res. No. 351 of the Year 2024.**

Resolved, that the Zone Change Request of Kroeger USA, LLC, regarding SBL #'s 24.-1-57 & 24.-1-59.1 located between Downs Road and Heiden Road, Monticello from RR-1 Zoning District to HC-2 Zoning District along with Schedule of District Regulations Text Change for the CI Zoning District hereby be re-forwarded to the Planning Board for their continued review and recommendation.

Motion by: Councilman Mace

Seconded by: Councilman Schock

Vote: Ayes 4 Pavese, Schock, Meddaugh and Mace

Nays 0

Absent 1 Rieber

**3) RESOLUTION TO APPROVE USDA FORM E, #1 FOR HARRIS SEWER DISTRICT PROJECT**

**The Following Resolution Was Duly Adopted: Res. No. 352 of the Year 2024.**

Resolved, that the Town Board of the Town of Thompson hereby approves the USDA Form E (Rural Development (RD) Project Budget/Cost Certification) for the Harris Sewer District Project for the Expenditures to Date in the amount of \$339,922.06 as disbursement request number 1 and Further Be It Resolved, that the Town Supervisor hereby be authorized to execute the USDA Form E as presented.

Motion by: Councilman Mace

Seconded by: Councilman Schock

Town Board Meeting

December 03, 2024

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Vote: Ayes 4 Pavese, Schock, Meddaugh and Mace  
Nays 0  
Absent 1 Rieber

**4) WATER & SEWER DEPARTMENT: REVIEW & APPROVE BIDS FOR BIO-SOLIDS SLUDGE REMOVAL & DISPOSAL (01/01/2025 – 12/31/2027)**

Supt. Messenger provided bid results for Wastewater Bio-Solids Removal & Disposal and Grit & Screenings Removal & Disposal. There were (3) bids received as follows:

1) New England Waste Services of ME, Inc. d/b/a Casella Organics  
Sludge Removal & Disposal – \$150.22 per ton  
Grit & Screenings Removal & Disposal – \$150.22 per ton

2) TAM Enterprises, Inc.  
Sludge Removal & Disposal – \$190.00 per ton  
Grit & Screenings Removal & Disposal – \$190.00 per ton

3) Environmental Protection & Improvement Company, LLC  
Sludge Removal & Disposal – \$197.87 per ton  
Grit & Screenings Removal & Disposal – \$250.13 per ton

Supt. Messenger is recommending that the bid be awarded to New England Waste Services of ME, Inc. d/b/a Casella Organics who is the low bidder. Action was taken as follows:

**The Following Resolution Was Duly Adopted: Res. No. 353 of the Year 2024.**

Resolved, that the bid of New England Waste Services of ME, Inc. d/b/a Casella Organics, for Wastewater Bio-Solids Sludge Removal & Disposal and Grit & Screenings Removal & Disposal, both in the amount of \$150.22 per ton, effective 01/01/2025 to 12/31/2027, be, and the same hereby is, accepted, and the Town Clerk be, and he hereby is, directed to notify the successful bidder of the award thereof.

Motion by: Councilman Schock                      Seconded by: Councilman Pavese

Vote: Ayes 4              Pavese, Schock, Meddaugh, and Mace  
Nays 0  
Absent 1              Rieber

**5) BILLS OVER \$5,000.00**

There were no bills over \$5,000.00 submitted for approval of payment.

**6) BUDGET TRANSFERS & AMENDMENTS**

There were no budget transfers or amendments.

**7) ORDER BILLS PAID**

**The Following Resolution Was Duly Adopted: Res. No. 354 of the Year 2024.**







**PUBLIC COMMENT**

There was no public comment given.

**ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION**

- 12/17/24 at 7PM: Regular Town Board Meeting.
- 01/07/25 at 7PM: Organizational & Regular Town Board Meeting.

**ADJOURNMENT**

On a motion made by Councilman Schock and seconded by Councilman Pavese the meeting was adjourned at 7:20 PM. All board members voted in favor of adjourning the meeting.

**Respectfully Submitted By:**



**Marilee J. Calhoun, Town Clerk**

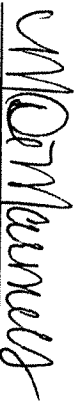
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Town of Thompson  
Warrant Report

Town of Thompson  
Warrant Report

I hereby certify that the vouchers listed on the attached abstracts of prepaid and claims payable have been duly audited and are presented for payment to the Town Board of the Town of Thompson at the regular meeting there of, held on the 3<sup>rd</sup> day of December 20<sup>21</sup> in the amounts respectively specified. Authorization is hereby given and direction is made to pay each of the claimants in the amount as specified upon each claim stated.

  
Melissa DeMarnets, Comptroller

  
William J. Kieber Jr., Supervisor



Town of Thompson  
Warrant Report

Unposted Batch Totals

Fund	Fund Description	Invoice Batch	Manual Checks	Purchase Cards	Total
Unposted Batch Grand Totals		\$0.00	\$0.00	\$0.00	\$0.00

Posted Batch Totals

Fund	Fund Description	Invoice Batch	Manual Checks	Purchase Cards	Total
A000	GENERAL FUND TOWN WIDE	\$452,861.55	\$0.00	\$0.00	\$452,861.55
B000	GENERAL TOWN OUTSIDE	\$124,801.52	\$0.00	\$0.00	\$124,801.52
DA00	HWY#3 / 4 - TOWN WIDE	\$261,476.95	\$0.00	\$0.00	\$261,476.95
DB00	HWY#1 - TOWN OUTSIDE	\$120,377.92	\$0.00	\$0.00	\$120,377.92
H000	CAPITAL PROJECTS	\$121.73	\$0.00	\$0.00	\$121.73
SRH0	ROCK HILL AMBULANCE DIST	\$8,187.50	\$0.00	\$0.00	\$8,187.50
SSAR	Adelaar Sewer District	\$20,757.65	\$0.00	\$0.00	\$20,757.65
SSHC	Harris Consolidated Sewer District	\$15,625.48	\$0.00	\$0.00	\$15,625.48
SSKC	Kamesha Consolidated Sewer District	\$136,289.20	\$0.00	\$0.00	\$136,289.20
SSM0	MELODY LAKE SEWER DISTR.	\$19,069.78	\$0.00	\$0.00	\$19,069.78
SSRC	Rock Hill Emerald Green Consolidated Sewer Dist	\$64,236.04	\$0.00	\$0.00	\$64,236.04
SSW0	SACKETT LAKE SEWER DISTR	\$33,473.72	\$0.00	\$0.00	\$33,473.72
SWA0	ADELAAR RESORT WATER DISTRICT	\$3,442.71	\$0.00	\$0.00	\$3,442.71
SWC0	COLD SPRING WATER	\$1,398.57	\$0.00	\$0.00	\$1,398.57
SWD0	DILLON WATER DISTRICT	\$1,570.84	\$0.00	\$0.00	\$1,570.84
SWK0	KIAMESHA RT42 WATER	\$114.73	\$0.00	\$0.00	\$114.73
SWL0	LUCKY LAKE WATER DISTR	\$676.62	\$0.00	\$0.00	\$676.62
SWM0	MELODY LAKE WATER	\$1,656.59	\$0.00	\$0.00	\$1,656.59
T000	TRUST & AGENCY FUND	\$6,647.00	\$0.00	\$0.00	\$6,647.00
Posted Batch Grand Totals		\$1,272,786.10	\$0.00	\$433,563.33	\$1,706,349.43

Report Grand Totals

Fund	Fund Description	Invoice Batch	Manual Checks	Purchase Cards	Total
A000	GENERAL FUND TOWN WIDE	\$452,861.55	\$0.00	\$0.00	\$452,861.55
B000	GENERAL TOWN OUTSIDE	\$124,801.52	\$0.00	\$0.00	\$124,801.52
DA00	HWY#3 / 4 - TOWN WIDE	\$261,476.95	\$0.00	\$0.00	\$261,476.95
DB00	HWY#1 - TOWN OUTSIDE	\$120,377.92	\$0.00	\$0.00	\$120,377.92

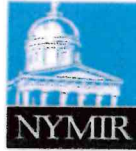


Town of Thompson  
Warrant Report

Bank Name	Voucher No	Vendor Name	Invoice Date	Invoice No	Invoice Amt	Invoice Description	Fiscal Year	Period	Due Date	Check No	Check D
HIGHWAY	129057933	ROGO FASTENER CO., INC.	11/14/2024	468393	\$245.67	MATERIALS/PARTS/SUPPLIES	2024	12	12/04/2024	22543	12/04/2024
		Line Number	Detail Description	Account Number	Account Description			Detail Amount	PO Number		PO Date
		1	MATERIALS/PARTS/SUPPLIES	DA00.5130.400	MACHINERY, CONTRACTUAL			\$245.67			



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**NEW YORK MUNICIPAL INSURANCE RECIPROCAL**

VIA EMAIL

[marilee@townofthompson.com](mailto:marilee@townofthompson.com)

December 4, 2024

Marilee Calhoun  
Town Clerk  
Town of Thompson  
4052 Route 42  
Monticello, NY 12701



**RE: Insured: Town of Thompson (the "Town")**  
**Claimant: Congregation Machne GER**  
**Claim No.: TTHOM-2024-003-001**

Dear Ms. Calhoun:

This formally acknowledges receipt of a Summons and Complaint in the action *Congregation Machne GER vs. County of Sullivan et al, New York State Supreme Court, Sullivan County*, whereby New York Municipal Insurance Reciprocal ("NYMIR") was first notified of this matter. This also confirms my discussion with Michael Mednick regarding this matter.

The Plaintiffs are owners of certain real property located in the Town of Thompson (the "Town") and are seeking to obtain a refund of real property taxes paid on the property for the 2022-2023 tax year. It is alleged that the Town made the determination that the subject property was not exempt from real property taxes during the years in question despite the property being used for religious purposes, which was arbitrary and capricious and in violation of their constitutional rights. The Complaint seeks the return and refund of the monies it paid to the Town as a result of the alleged unlawful assessment.

NYMIR has reviewed the Complaint pursuant to the Municipal Public Officials' Liability Policy (the "Policy") issued to the Town for the policy period May 1, 2024 to May 1, 2025. **However, there is no coverage afforded for this matter for the reasons that follow.**

The MPO policy applies only to "claims" seeking "damages." The term "Damages" is defined in the policy as:

*"Damages" means money, including attorney's fees or costs awarded for claims covered under this policy. "Damages" does not mean:*

- 2. any claim asking for injunctive or equitable or non-monetary relief.*

Sponsored by:



900 Stewart Avenue Suite 600  
Garden City, New York 11530-4869  
1-800-NYMIR05

12 Metro Park Road  
Colonie, New York 12205  
[www.nymir.org](http://www.nymir.org)

3. attorney's fees or costs associated with claims for injunctive or equitable relief or nonmonetary relief;
4. attorney's fees or costs awarded for claims for which coverage is otherwise excluded under this policy;

To the extent that the Complaint seeks equitable/injunctive relief, including the return of funds, , there is no coverage for those claims seeking such relief based on the policy definition of "damages."

In addition, , the MPO policy at Section C-EXCLUSIONS provides that:

*WE WILL NOT COVER – EXCLUSIONS*

*This policy does not apply to any "Claim(s)" or "Suit(s)" seeking "Damages", arising out of, resulting from, relating to, regardless of the theory of liability alleged:*

*10. Unjust profit, remuneration or advantage to which the "Insured" was not legally entitled, including but not limited to, payment or reimbursement of taxes or other restitution.*

*19. The return by an "Insured" of any remuneration paid in fact to an "Insured" if payment of such remuneration shall be held by the courts to be in violation of law.*

*20. Damages, loss or expenses arising out of or contributed to by an tax assessment or adjustments, or the collection, refund, disbursement or application of any tax including but not limited to the formulation of tax rates, the assessment or collection of taxes or fees; the disbursement of tax refunds the assessment, appraisal or valuation of real property, relief sought under the Real Property Tax Law; any allegation that the "Insured" improperly took action to collect taxes or foreclose on real property in violation of US Bankruptcy law or otherwise.*

As the Complaint arises out of, and relates to, a tax assessment or the refund of taxes or fees and seeks the return or restitution of monies paid., there is no coverage afforded under the MPO policy based on the foregoing exclusions. Accordingly, NYMIR will not provide the Town with a defense or indemnity in this litigation. We recommend that the Complaint be referred to counsel for timely handling.

Should you have any questions or wish to discuss this matter, please contact me.

Very truly yours,

*Despina Legatos*

Despina Legatos

Claims Counsel

Ext. 3991

Direct: 516-944-2991

[dlegatos@wrightinsurance.com](mailto:dlegatos@wrightinsurance.com)



cc: Michael B. Mednick, Esq.  
Town Attorney  
[michael@michaelmednick.com](mailto:michael@michaelmednick.com)

Shaindy Rosenberg  
Lebaum Co., Inc  
[sr@lebaum.com](mailto:sr@lebaum.com)







ROCK HILL FIRE DISTRICT,  
SULLIVAN COUNTY, NEW YORK

CERTIFICATE OF RESULT OF CANVASS OF  
ANNUAL FIRE DISTRICT ELECTIONS

The undersigned, Jeanie Druce Chairman of the Election, Jennifer Mitchell and MaryAnn Knapp, inspectors and Ballot Clerks, DO HEREBY CERTIFY AS FOLLOWS:

- 1) That each of us is a resident elector of the Rock Hill Fire District in the Town of Thompson, Sullivan County, New York, we were appointed to the offices set forth hereinabove in connection with the Annual Election of said Fire District held on December 10, 2024 between the hours of 6:00 o'clock P.M., and 9:00 o'clock P.M., prevailing time, for the purpose of voting for one (1) Commissioner to a five (5) year term ending December 31, 2029.
- 2) Prior to the opening of the polls, the paper ballots and box to be used at the annual election had been examined.
- 3) After the polls had closed for said election, we immediately canvassed the votes cast. Inspection of such votes cast disclosed the following results:

Total number of voters - 61

The following Candidates for the position of Commissioner of the Rock Hill Fire District, with the term ending December 31, 2029, received the following votes:

Gary Smith	<u>61</u>	
<u>                    </u>	<u>                    </u>	(write in)

- 4) Upon the completion of such canvass, the Chairman of the election publicly announced the result thereof.
- 5) A true, correct and complete copy of the official voting label used at said annual election is attached hereto and made part thereof.
- 6) On the 10<sup>th</sup> day of December, 2024, a meeting of the Inspectors of Election was held at the time and place specified. At said meeting a register of all persons entitled to vote in the election was prepared containing The names of all persons residing in said Fire District and qualified to vote in said election whose names were on the registration list certified and supplied to said Fire District by the Sullivan County Board of Elections. All of the votes described above were of voters whose names appear on the register prepared at such meeting.

IN WITNESS WHEREOF, we have hereunto set our hand on December 10, 2024.

Jeanie Marie Druce Chairman,  
Mary Ann Knapp Inspector and Ballot Clerk,  
Jennifer L. Mitchell Inspector and ballot Clerk,





**HURLEYVILLE FIRE DISTRICT  
CERTIFICATE OF RESULT OF CANVASS OF FIRE DISTRICT ELECTION**

The undersigned, PATRICIA GIBSON, Chairman of the Election, Sonya Robinson and Mari-Jane Conklin, Election Inspectors, DO HEREBY CERTIFY AS FOLLOWS:

- That each of us is a resident of the Hurleyville Fire District situated in the Towns of Fallsburg, Thompson and Liberty, Sullivan County, New York, and that, pursuant to a Resolution adopted by the Board of Fire Commissioners of said Fire District on the 5th day of November, 2024, we were appointed to the offices set forth herein above for the election of said Fire District held on the 10th day of December, 2024, for the purpose of voting for the Election of a Fire District Commissioner for a term of five (5) years beginning January 1, 2025; the election of a Fire District Commissioner for a one (1) year term beginning January 1, 2025; the Election of a Fire District Secretary-Treasurer for a term of three (3) years beginning January 1, 2025.
- After the polls had closed for said Election, we immediately canvassed the ballots cast. Inspection of said ballots disclosed the following election results:

**FOR THE ELECTION OF A FIRE DISTRICT COMMISSIONER FOR A TERM OF FIVE (5) YEARS:**

Total number of ballots cast	<u>14</u>
Number of votes in favor of Brandon Hummel	<u>14</u>
Number of write-in votes	<u>0</u>
Number of write-in votes in favor of _____	<u>0</u>
Number of write-in votes in favor of _____	<u>0</u>
Number of write-in votes in favor of _____	<u>0</u>
Number of write-in votes in favor of _____	<u>0</u>
Number of void ballots	<u>0</u>

**FOR THE ELECTION OF A FIRE DISTRICT COMMISSIONER FOR A TERM OF ONE (1) YEAR:**

Total number of ballots cast	<u>14</u>
Number of votes in favor of Alan Price	<u>13</u>
Number of write-in votes	<u>0</u>
Number of write-in votes in favor of _____	<u>0</u>
Number of write-in votes in favor of _____	<u>0</u>
Number of write-in votes in favor of _____	<u>0</u>
Number of write-in votes in favor of _____	<u>0</u>
Number of void ballots	<u>0</u>

a

**FOR THE ELECTION OF A FIRE DISTRICT SECRETARY-TREASURER FOR A TERM OF THREE (3) YEARS:**

Total number of ballots cast	<u>14</u>
Number of votes in favor of Kathleen Sullivan	<u>14</u>
Number of write-in votes	<u>0</u>
Number of write-in votes in favor of _____	<u>0</u>
Number of write-in votes in favor of _____	<u>0</u>
Number of write-in votes in favor of _____	<u>0</u>
Number of write-in votes in favor of _____	<u>0</u>
Number of void ballots	<u>0</u>

IN WITNESS THEREOF, we have hereunto set our hands this 10th day of December, 2024.

Patricia Gibson  
Chairman

Sonya Robinson  
Inspector

Mari-Jane Conklin



**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

Division of Environmental Permits, Region 3  
21 South Putt Corners Road, New Paltz, NY 12561-1620  
P: (845) 256-3054 | F: (845) 255-4659  
[www.dec.ny.gov](http://www.dec.ny.gov)

December 11, 2024

**VIA EMAIL**

Gan Eden Estates  
Attn: Steven Gray, Waters, McPherson, McNeill., P.C.  
[sgray@lawwmm.com](mailto:sgray@lawwmm.com)

Re: Gan Eden Estates  
DEC ID: 3-4899-00009/00005 (FW), /00006 (SD), /00007 (P3S), /00008 (WQ)  
Article 24 Freshwater Wetlands [MO-5, Class 2]; Article 15 Protection of Waters  
[WIN D-10-29, Class B]; Section 401 Water Quality Certification; State Pollutant  
Discharge Elimination System (SPDES)  
Town of Thompson, Sullivan County

**RESPONSE TO PARTIAL RESUBMISSION**

Dear Steven Gray,

The New York State Department of Environmental Conservation (Department or DEC) has reviewed the application submitted for the above referenced project. According to the application materials, received on August 8, 2024, and partially resubmitted on October 2, 2024, and November 29, 2024, the proposal consists of a 534-unit residential development and associated roadway and utility infrastructure located on a 212-acre parcel in the Towns of Thompson and Fallsburg.

The project will require the construction of a wastewater treatment plant as well as a water supply system including a disinfection system and water storage. A permit was issued on May 16, 2023, DEC ID 3-4899-00009/00003 & /00004, for the installation of two test water supply wells within NYS Freshwater Wetland MO-5, Class 2. The application materials received by the Department on August 8, 2024, requests the permanent use of the existing test wells at a pumping rate of up to 135 gallons per minute, the installation of a pipeline connection to the proposed development, and the installation of culverts for road and utility crossings. As noted in the Notice of Incomplete Application (NOIA), dated September 12, 2024, a complete application would need to include submission of materials for all stream disturbances on the property including outfall and dam repairs, a SPDES permit application, confirmation by the DRBC of their water withdrawal approval, Water Quality Certification Joint Application Supplement WQC-1 Form, Environmental Justice Enhanced Public Participation Plan, and the

Town's written determination under the State Environmental Quality Review Act (SEQRA). The partial resubmissions included some of these items but not all.

Based on our review of the submitted materials, Department staff have determined that the application remains incomplete. Please submit the following items for the Department to continue its review:

#### **JOINT APPLICATION FORM**

Per Uniform Procedures regulations at 6 NYCRR 621.3(a)(4), if a project requires more than one DEC permit, the applicant must simultaneously submit all necessary permit applications or demonstrate to DEC's satisfaction that there is good cause not to do so. The explanation provided in the partial resubmission did not demonstrate to DEC's satisfaction that there is good cause not to review the required permit applications concurrently. As noted in the conference call on October 28, 2024, in situations where a coordinated review is taking place, DEC requires the SEQRA lead agency to issue a written determination of significance before we can call an application complete. You noted that the dam repairs and SPDES application details will be affected by the site plan hearings taking place as part of the SEQRA process. Applications should include final project plans for DEC's review. As mentioned above, the application cannot be considered complete until the town satisfies SEQRA provisions. In the resubmission, please submit a Protection of Waters application for the dam repair work and the outfall, and any supplemental information required.

#### **ARTICLE 24 FRESHWATER WETLANDS**

For the mitigation work, it is unclear what part of the wetlands are being enhanced. Please provide a map with detailed plans including the amount of disturbance for the fencing (the plantings can be excluded from the total amounts but should be included on the plans). As this is both a DEC wetland and a federal wetland, the disturbance for the fencing should be factored into the calculated wetland disturbance totals.

As we have discussed, the New York State Freshwater Wetlands Act was amended in 2022. Statutory amendments regarding which wetlands are regulated by DEC will take effect on January 1, 2025. DEC proposed draft amendments to its freshwater wetlands regulations on July 10, 2024 in order to implement these changes. Additionally, the size threshold for state regulation will be reduced to 7.4 acres on January 1, 2028. As a result, DEC may reevaluate freshwater wetland jurisdiction for the proposed project at a later time.

While the proposed regulations are not final and have not been adopted by DEC, please be advised that under the proposed rules, projects that have achieved certain milestones would not require a new freshwater wetlands jurisdictional determination for a limited time after January 1, 2025. Projects issued a freshwater wetlands permit or a letter from DEC notifying the applicant that their freshwater wetlands application is complete prior to January 1, 2025, may proceed without a new jurisdictional determination until their DEC wetlands permit expires. Projects that have a Final Environmental Impact Statement adopted by a lead agency, a negative declaration for a

Type I action, or written site plan approval from a local government, may proceed without a new freshwater wetland jurisdictional determination until January 1, 2027, if the project is Minor, or until July 1, 2028, if the project is Major, as defined in 6 NYCRR section 621.4.

#### **ARTICLE 15 PROTECTION OF WATER**

A Protection of Waters Stream Disturbance permit is required to physically disturb the bed or banks (up to 50 feet from stream) of the stream, Tributaries of Mongaup River or East Mongaup River, Water Index Number D-10-29, Class B. A stream disturbance permit application is still needed for the construction of the new outfall and associated headwall, and repair of the existing Pond Dam. The stream disturbance application information should be included on an updated Joint Application Form with the necessary supplemental information included in the resubmission. Please include the amount of linear stream disturbance for each location and note that on the plans.

This application cannot be considered complete until all DEC permit applications have been received and reviewed for completeness. The resubmission failed to include information about the new outfall and dam repairs. Please include a narrative about the work proposed, location map of the dam, location map of the outfall, and plans including a cross section of the outfall.

#### **STATE POLLUTANT DISCHARGE ELIMINATION SYSTEM (SPDES)**

The partial resubmission on November 29, 2024, included the requested SPDES application. DEC staff are reviewing these documents and technical comments may be forthcoming.

#### **WATER WITHDRAWAL**

The resubmitted materials note that the maximum 30-day average demand for this project will be above the 100,000 gpd threshold for Delaware River Basin Commission (DRBC) review. Therefore, a Part 601 Water Withdrawal permit from the DEC will not be required so long as approval from the DRBC is received. This will be required to call the application complete as the DRBC will need to approve the outfall to ensure it meets the criteria required under their authorization. Please provide the Department with any correspondence from the DRBC.

#### **WATER QUALITY CERTIFICATION (WQC)**

The Joint Application Form indicates that the applicant will be seeking coverage from the U.S. Army Corps of Engineers under Nationwide Permit (NWP) 29. The resubmitted materials state that you believe the application is covered under DEC's Blanket WQC; however, the amount of disturbance to Federal Wetlands and Waters of the U.S. appears to be over 0.25 acres. The previous Notice of Incomplete Application requested the total amount of disturbance (in square feet) to federal wetlands and the amount of disturbance (in linear feet) to Waters of the U.S. so we can determine if the project qualifies for the Blanket WQC. This information was not provided, but the resubmitted materials did include the following documents:

1. The SEQRA Environmental Assessment document provided in the resubmission materials shows Table 1 on page 6 detailing 0.29 acres of permanent disturbance to wetlands/waterbodies and 253 linear feet (0.06 acres) of stream disturbance for a total of 0.35 acres.
2. The Preliminary Site Plan prepared by PS&S Integrated Design & Engineering, titled "Overall Wetland Disturbance Map," dated 2/21/2020 and last revised 9/30/2024, shows a total of 0.36 acres of disturbance to Wetlands and Waters of the U.S. Specifically, it shows 0.17 acres for wetland 8, 0.07 acres for wetland 14, 0.02 acres for the outfall area, 0.04 acres for stream improvements, 0.04 acres for wetland 10, and 0.02 acres for wetland 3.
3. Page 40, Attachment B of the resubmitted materials provided an updated table showing 0.24 acres of permanent disturbance to wetlands/waterbodies and 253 linear feet (0.06 acres) of stream disturbance for a total of 0.30 acres.

If the U.S. Army Corps of Engineers is taking jurisdiction over all these areas, then the total amount of disturbance appears to be over 0.25 acres and an individual WQC will be needed. As the application does not appear to qualify for the Blanket Water Quality Certification, the Water Quality Certification Joint Application Supplement WQC-1 Form will be required. This form can be found at <https://dec.ny.gov/regulatory/permits-licenses/waterways-coastlines-wetlands/protection-of-waters-program>. In addition, the Joint Application Form should have the proper information added back on to page 1.

Please provide the Department with any correspondence from the U.S. Army Corps of Engineers.

### **ENVIRONMENTAL JUSTICE**

The partial resubmission on October 2, 2024, included a draft Public Participation Plan (PPP). DEC staff are reviewing these documents and comments may be forthcoming.

### **STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA)**

We received a lead agency circulation dated February 12, 2020, from the Town of Thompson Planning Board, in which the project was determined to be a Type 1 action and the Town of Thompson Planning Board indicated its intent to assume lead agency for review of the proposal. As a coordinated review is being performed, SEQRA regulations at 6 NYCRR 617.7 (a) and (b) require that the Town of Thompson Planning Board, as lead agency, determine the significance of this Type 1 action in writing prior to the application being called complete by the Department (see 6 NYCRR 621.3(a)(7)). Your application will remain as incomplete until SEQRA provisions are satisfied.

### **UNIFORM PROCEDURES**

Please be advised that pursuant to 6 NYCRR 621.4(i), this project is considered a major project. Thirty (30) days of public notice will be required due to the SPDES permit, but all permit types will be processed together. Once the Department considers the application complete, the applicant will be responsible for publishing (for one day) the

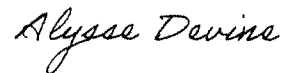


Notice of Complete Application in the official newspaper of the town in which the project is located. Any public comments received must be addressed before a final permit decision is made.

Your application will remain incomplete until the new application materials have been received, as allowed under the Uniform Procedures Act (UPA) regulations at 6 NYCRR 621.6(e). Please provide an electronic copy of all materials. Please reference DEC ID: 3-4899-00009.

If you have any questions regarding the above request, please contact me via email at [Alysse.Devine@dec.ny.gov](mailto:Alysse.Devine@dec.ny.gov). If you have technical questions about Freshwater Wetland requirements, please contact Michael Fraatz, DEC Bureau of Ecosystem Health, at [Michael.Fraatz@dec.ny.gov](mailto:Michael.Fraatz@dec.ny.gov).

Sincerely,



Alysse Devine  
Division of Environmental Permits

Ecc: Daniel Horgan ([dehorgan@lawwmm.com](mailto:dehorgan@lawwmm.com))  
Michael Fraatz, DEC Bureau of Ecosystem Health  
Colleen Frederick, DEC Division of Water  
Kerri Pickard-DePreist, DEC Office of Environmental Justice  
Eric Engle, DRBC  
Brian Orzel, USACE  
Town of Thompson Clerk  
Town of Fallsburg Clerk

AI  
#1

December 9, 2024

Marilee Calhoun, Town Clerk  
4052 Route 42  
Monticello, N.Y. 12701



RE: Retirement/Resignation

Dear Marilee,

This letter is to inform you of my resignation from the elected position of Town of Thompson Superintendent of Highways. My final day of employment with The Town of Thompson will be Monday, December 16, 2024.

It is my understanding that the Town Board will appoint Hayden Carnell to fill the vacancy of my unexpired term. Hayden has been learning the position over the last two years and is willing and able to take over the operations of the Highway Department.

I confirm that after twenty three years of employment with the Town of Thompson the town will continue to provide health insurance to Lori and myself for life.

Serving the townspeople and working with a great group of people has been one of the great pleasures of my life. All things have their time and Lori and I are ready to enjoy the experiences that retirement will bring.

Best wishes for a Healthy, Happy Holiday Season!

Sincerely,

Rich Benjamin  
Superintendent of Highways.

#3



4052 Route 42, Monticello, NY 12701 | Phone: (845) 794-2500 | E-mail: buildings@townofthompson.com

## Application for Change in Zoning Designation

Tax Map Number: S/B/L 13.-1-17.1, 17.2

Current Zoning Designation: SR

Requested Zoning Designation: HC-2

Location: 14 Bard Road, at Anawana Lake Rd intersection  
Street Address or Physical Location if an undeveloped parcel(s)

Owner of Record: Silberts Resort Community Inc

Tax Address: Silberts Resort Community Inc

Attn Andrew Pavloff

PO Box 871 Monticello NY 12701

Reason for request: Silberts Resorts is an existing bungalow colony, which would like to upgrade their facility, and is limited because it is a nonconforming use in the SR zoning district. It is adjoining property that is within the HC-2 zoning district in which district, its use will be conforming

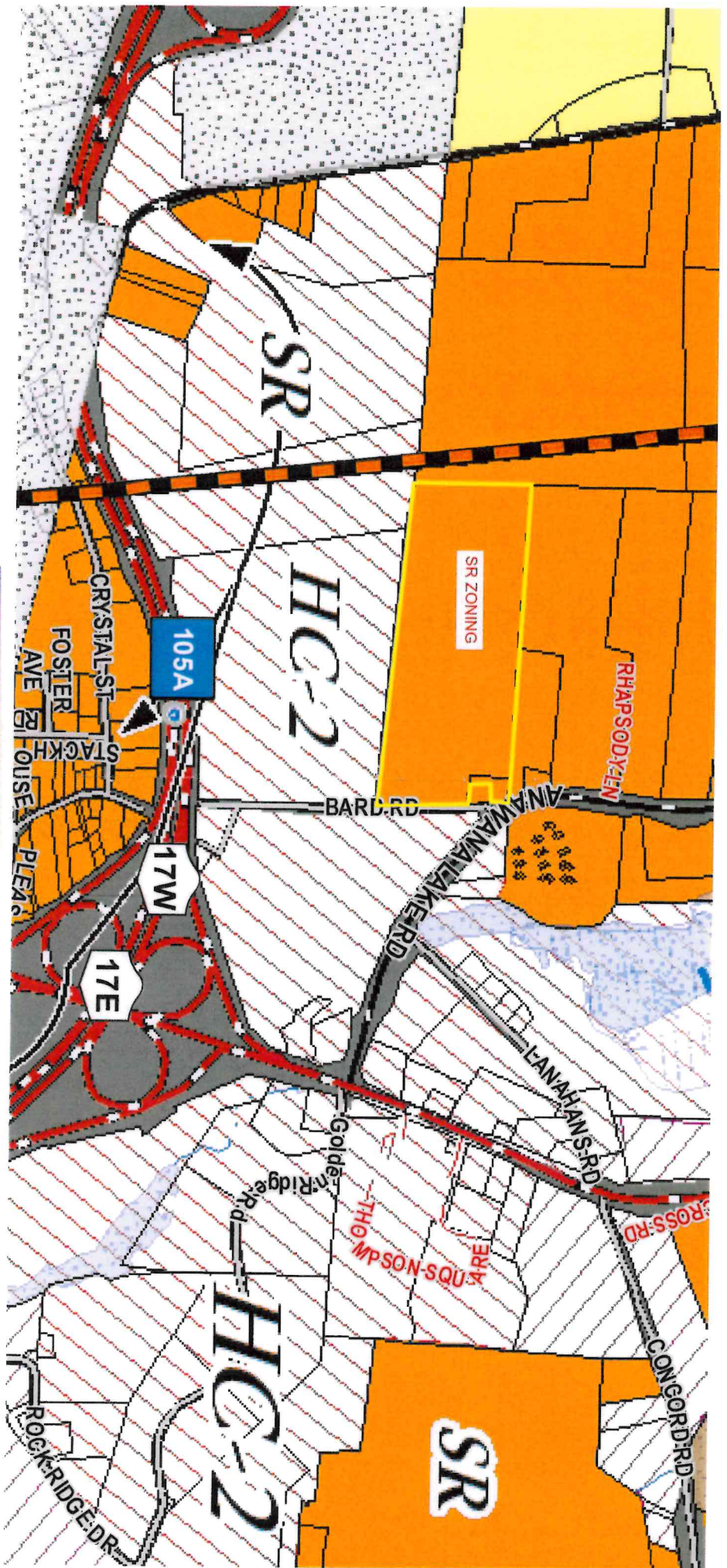
**There is an application fee of \$75.00 which must be submitted with this form. This fee has been instituted to compensate the Town for costs incurred in the processing of your request.**

Fee Paid [Y] [N]      Cash [ ]      Check [ ]      Money Order [ ]  
Check # \_\_\_\_\_      Money Order # \_\_\_\_\_

**Date Received:**      /      /

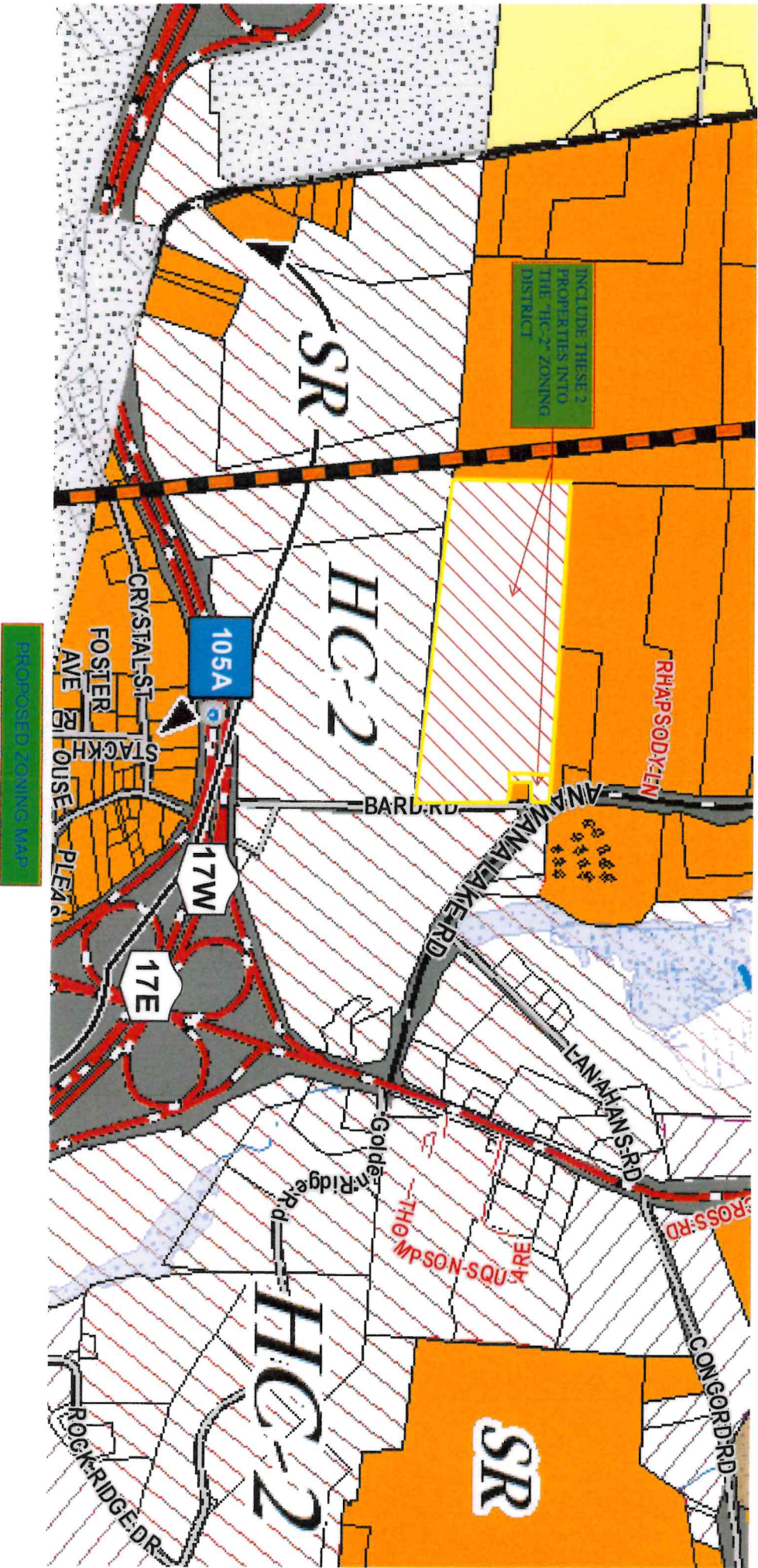
*This institution is an equal opportunity provider and employer.*





CURRENT ZONING MAP





LORNE D. GREEN  
COMMISSIONER / CIO

DANIEL J. SMITH  
DEPUTY CIO

ALISON L. SHABAT  
GIS SPECIALIST  
911 ADDRESSING COORDINATOR



TEL. 845-807-0110  
FAX 845-807-0111

#4

**COUNTY OF SULLIVAN  
INFORMATION TECHNOLOGY SERVICES SYSTEMS  
SULLIVAN COUNTY GOVERNMENT CENTER  
100 NORTH STREET  
PO BOX 5012  
MONTICELLO, NY 12701**

December 11, 2024

To Whom It May Concern,

This letter will serve as notification that the following road name has been approved for use within the 911 Addressing System for Sullivan County, NY. The approved road name is:

**Rimon Lane**

This road name has been approved for use in a private community known as **Viznitz Development**, located on property identified for assessment purposes as **Thompson 6.-1-11.7**.

Please note that this office *must* be provided with a copy of the signed resolution and a map of the named roads before these roads can be added to the 911 system and/or used for addressing purposes.

If you have any questions please feel free to contact the 911 addressing department. Thank you for your cooperation and understanding while we work to provide our residents with the best emergency service response possible.

Sincerely,

Alison Shabat  
Sullivan County 911 Addressing Center

Cc: Town Clerk

**Marilee Calhoun (Town of Thompson)**

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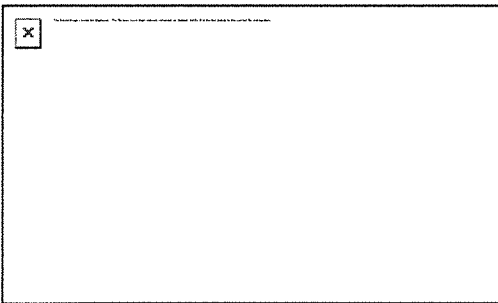
**From:** William J. Rieber, Jr. <supervisor@townofthompson.com>  
**Sent:** Friday, November 15, 2024 4:25 PM  
**To:** John Pavese; melindak22@gmail.com; Ryan Schock; Scott Mace  
**Cc:** Jill Weyer; Marilee Calhoun; comptroller@townofthompson.com  
**Subject:** FW: EDR Shared Services Intergovernmental Agreement (IGA) - Town of Thompson Contract #X052019  
**Attachments:** EDR\_PHASE\_II\_IGA\_Town\_of\_Thompson\_X052019.pdf

Good afternoon everyone:

Please look over the attached contract. This is for a robust Cyber Security protection program delivered by CrowdStrike and paid for by NYS. It is anticipated that we will use the County IT department to implement it. We had a meeting with Lorne Green and his staff week. The County uses the program and the IT guys highly recommend it.

We should have more information Monday but it looks like we should take advantage of this. We sat through a NYS webinar when the State introduced the program and offered it for free to the two largest Towns in every County.

Have a good weekend.  
Bill



William J. Rieber, Jr.  
Supervisor  
Town of Thompson  
845-794-2500 Ext. 306  
845-794-8600 – Fax  
Email: [supervisor@townofthompson.com](mailto:supervisor@townofthompson.com)  
*Town of Thompson is an equal opportunity provider and employer.*



**From:** CyberSharedServices@dhses.ny.gov <CyberSharedServices@dhses.ny.gov>  
**Sent:** Friday, November 15, 2024 11:31 AM  
**To:** supervisor@townofthompson.com; jweyer@townofthompson.com  
**Subject:** EDR Shared Services Intergovernmental Agreement (IGA) - Town of Thompson Contract #X052019

Thank you for your submission of the NYSOC CrowdStrike Endpoint Detection and Response (EDR) Phase II Enrollment Form.

Attached please find the intergovernmental agreement (IGA) that permits New York State to authorize CrowdStrike to deploy its endpoint protection product in your Entity's environment.

Please have an appropriate, authorized official sign the Intergovernmental Agreement (IGA) and return it to [CyberSharedServices@dhses.ny.gov](mailto:CyberSharedServices@dhses.ny.gov). Please note that we are not accepting suggested changes to the agreement because it must remain uniform within the statewide cyber shared services program.

Once we receive your signed IGA, we will send the agreement to the appropriate signatories. Once all signatures are received, CrowdStrike will contact you to begin the onboarding process.

**Please ensure the following information is completed:**

- **Page 7:** Complete Section 13 for "who will receive notices" on the Entity's behalf.
- **Page 10:** Complete Section 27 at the top agreeing to the contract.
- **Page 11:** Ensure the Corporate Acknowledgment section gets filled out and notarized.
- **Page 12:** For Attachment A, select a level of service (1, 2, or N/A).
- **Page 13:** Under Escalation Priority Points of Contact, fill in the escalation points of contact.

**Cyber Shared Services**

Office of Counter Terrorism (OCT) Cyber Incident Response Team (CIRT)

**NYS Division of Homeland Security & Emergency Services**

1220 Washington Avenue, State Office Campus Bldg 7A, Albany, NY 12226

[www.dhses.ny.gov](http://www.dhses.ny.gov)

For questions about the Cyber Shared Services Program, please call (518)-242-8281

For cyber incident assistance and reporting, please call: 1 (844) OCT-CIRT (844-628-2478)



**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ENDPOINT PROTECTION AND  
RESPONSE SERVICES (Phase II)**

**BETWEEN**

**THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES,  
THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES**

**AND**

**Town of Thompson**

**X052019**

This Intergovernmental Agreement ("IA") is entered into by and among the New York State Office of Information Technology Services ("ITS"), the New York State Division of Homeland Security and Emergency Services ("DHSES"), ITS and DHSES collectively referred to herein as the "State," and the entity identified on the signature page of this IA which is a political subdivision, municipal corporation, or public authority as defined by the laws of the State of New York ("Participating Entity"). By entering into this IA, the Participating Entity acknowledges that it has the legal authority to enter into this IA and that the individual executing this IA has been duly authorized to execute the IA. Each party to this IA is referred to individually as a "Party" and collectively as the "Parties."

**WHEREAS**, ITS is responsible for protecting New York State Government's cyber security infrastructure and does so by employing a multi-faceted approach that includes coordinating policies, standards and programs on cyber security across the State, partnering with State agencies and law enforcement, monitoring the State's technology assets and responding to abnormalities and threats to their systems; and

**WHEREAS**, DHSES is responsible for working with federal, state, local and private entities to protect the State's critical infrastructure from cyber threats and vulnerabilities and to coordinate and facilitate information and intelligence sharing amongst these entities to assist in the early identification of and response to natural and man-made disasters; and

**WHEREAS**, the Participating Entity provides vital services to residents of New York State and within its jurisdictional boundaries; and

**WHEREAS**, the Parties remain committed to ensuring the safety of their respective critical infrastructure by investing in strategic collaborations and technology for strengthening cyber security and resiliency in the face of evolving threats; and

**WHEREAS**, there is established within the State a Joint Security Operations Center ("JSOC") to serve as the round the clock operational center for the purposes of sharing cyber threat information that is uniquely positioned as a sharing hub to integrate information and facilitate operational collaboration from multiple sources; and

**WHEREAS**, the NY Security Operations Center Initiative ("hereafter, "NYSOC") is a one-of-a kind cooperative approach between State and local governments to enhance collective cybersecurity and risk management capabilities and provide Participating Entities with actionable information to prevent, detect, respond to and recover from cyber-attacks; and

**WHEREAS**, increasingly sophisticated cyber-attacks on governmental entities as well as unauthorized access to their systems may compromise the security and integrity of government data, disrupt operations and services and damage critical infrastructure, thereby risking the health and welfare of the public; and

**WHEREAS**, the Parties recognize that deployment and use Endpoint Detection and Response (EDR) software, and rapid information sharing are foundational components of a sound cybersecurity program; and

**WHEREAS** The estimated total value of the endpoint detection licenses which is provided at no cost to the Participating Entity over the term of the Intergovernmental Agreement (3 years) is \$9,690.45

**NYS ITS, NYS DHSES and Town of Thompson  
Contract X052019**

**NOW THEREFORE**, in consideration of the foregoing, the Parties hereby agree as follows:

## 1. PURPOSE AND BENEFITS

The purpose of this Intergovernmental Agreement is to allow Participating Entities to access EDR software for better proactive security collaboration on threat intelligence amongst New York State and political subdivisions of the State.

Taking advantage of economies of scale and the State's purchasing power, the State has arranged for the Participating Entity to receive EDR software at no cost. Additionally, as part of that arrangement, the software provider or its affiliates will work directly with the Participating Entity to deploy the EDR solution within the Participating Entity's environment and provide training to assist the Participating Entity with using the EDR software.

## 2. DEFINITIONS

**"Confidential Information"** means any non-public information that a Party ("**Disclosing Party**"), regardless of form or medium of disclosure (e.g., verbal, hard copy, or electronic) or source of information (e.g., ITS, other state agencies, electronic systems, federal government, or third-party contractors) provides to the other Party or Parties, its agents, employees, officers, partners, or subcontractors ("**Recipient**") or which the Recipient obtains, discovers, derives, or otherwise becomes aware of as a result of performance of this IA.

**"Cyber Information"** means information owned or derived by a Party relating to cyber intelligence, indicators of compromise, indicators of cyber threat, cyber security investigative information, defensive measures being taken during an ongoing or imminent threat, and other such information relating to cyber security.

**"EDR software data"** means data derived from an endpoint security solution that continuously monitors endpoint devices to detect and respond to cyber security incidents that is shared through the software provider to the NYSOC.

**"Security Incident"** means a cyber event that a Party believes has compromised or may compromise the security, confidentiality, availability or integrity of its data, systems, networks, or other information technology related assets.

**"Affected Party"** means a Party that is affected by a Security Incident.

## 3. INTERGOVERNMENTAL AGREEMENT

The IA between the Parties consists of the following documents listed below in the following order of precedence:

- a. Appendix A – Standard Clauses for All New York State Contracts
- b. This IA document setting forth the final agreement between the Parties, including all attachments, appendices, and exhibits contained herein.

## 4. SERVICES

- a. Obligations of the State:
  - i. Facilitate and cover the cost of licensing for Endpoint Detection and Response (EDR) software for Participating Entity endpoints. The EDR software will be provided to the Participating Entity directly from the software provider.
  - ii. Provide services, as selected by the Participating Entity, as described in Attachment A.
- b. Obligations of the Participating Entity:
  - i. Participating Entity will be responsible for providing a technical lead with access to deploy the EDR software on end points and sufficient IT staff to facilitate the deployment of this software in their environment.
  - ii. Participating Entity agrees to abide by the EDR software provider's terms and conditions as agreed to between the State and the EDR software provider regarding use of the software and agrees to remain solely responsible for its use and configuration of the EDR software.
  - iii. Participating Entity agrees to maintain and update the EDR software on their systems, including working with the EDR software provider directly to address any issues that arise from the software.
  - iv. Participating Entity agrees that the EDR software will be configured to provide alerts to the NYSOC to contribute to the creation and monitoring of a statewide view of cybersecurity threats.

- v. Participating Entity agrees to provide NYSOC a list of contacts and contact information for notification in the event of alerts or other information related to the service. Participating Entity agrees to provide updates to the list as needed.
- vi. Participating Entity agrees to promptly notify all relevant entities, including but not limited to third-party system owners, of the State's activities and secure all necessary approvals, authorizations, or waivers in a timely fashion. Participating Entity will bear the full responsibility for all costs for obtaining such approvals, authorizations, or waivers, and any liability that results from the failure to secure, necessary approvals, authorizations or waivers, and for any damage to third parties arising out of or related to the products and services provided and/or performed by the State pursuant to this Section 4, including any intentional or negligent act or omission.

## 5. CONSIDERATION

The State agrees to provide the EDR software to the Participating Entity at no cost in exchange for the Participating Entity's agreement to share the EDR software data with the NYSOC to increase the State's visibility of the cyber threat landscape across the various state entities and political subdivisions, which will enhance the State's ability to quickly and more accurately respond to cybersecurity threats.

## 6. TERM

The initial term of the IA shall be for a period of three (3) years beginning on the effective date and will be automatically renewed for additional twelve (12) month terms based upon approval of funding in the State budget and approval of the New York State Office of the State Comptroller, if applicable. The Parties agree that should funding for this initiative not be appropriated in a State budget, the IA shall terminate with ninety (90) days prior notice required. The effective date of this IA shall be the date of approval of the IA by the New York State Office of the State Comptroller, if applicable, otherwise, this IA shall be effective as of the date of the later signature of this IA.

## 7. TERMINATION

### a. For Convenience

Each Party retains the right to cancel the IA without cause and without penalty, provided that at least ninety (90) calendar days' notice of the Party's intent to cancel is given. This provision should not be understood as waiving a Party's right to terminate the IA for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.

### b. For Cause

For any material breach or failure of performance of the IA by a Party, the other Party may provide written notice of such breach or failure. A Party may terminate the IA if the other Party does not cure such breach or failure within thirty (30) calendar days after the giving of written notice to cure.

No delay or omission to exercise any right, power, or remedy accruing to a Party upon breach or default by the other Party under the IA shall impair any such right, power or remedy, or shall be construed as a waiver of any such breach or default, or any similar breach or default thereafter occurring nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

### c. Termination Notice

Notices required by this section shall be delivered to the other Party in writing, pursuant to the Notice provisions of this IA.

### d. Data Migration and Destruction

Upon expiration or termination of this IA, the Parties agree to return each respective Party's Confidential Information and Cyber Information within a period of ninety (90) days following expiration or termination, including metadata and attachments, in a mutually agreed upon, commercially standard format. Thereafter, except for data required to be maintained by federal, state, and local laws, rules, regulations, ordinances, policies, standards, or guidelines or this IA, each Party shall destroy the other Parties' Confidential Information

and Cyber Information from its systems and wipe all its data storage devices to eliminate any and all Confidential Information and Cyber Information from its systems. The sanitization process must be in compliance the NYS Security Standard, NYS-S13-003, available at <https://www.its.ny.gov/document/sanitizationsecure-disposal-standard>, and other sanitization and disposal standards where required by NYSOC policy or law. If immediate purging of all data storage components is not possible by a Recipient, that Recipient will certify that any Confidential Information or Cyber Information remaining in any storage component will be safeguarded to prevent unauthorized disclosures until such purging is possible. The non-purging Recipient must then certify to the other Parties, in writing, that it has complied with the provisions of this paragraph including providing any supporting documentation as required.

## 8. WARRANTIES

To the extent permitted by law, there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

## 9. NO PERSONAL LIABILITY

No commissioner, officer, agent, or employee of either Party shall be held personally liable under any provision of this IA or because of its execution or attempted execution or because of any breach or alleged breach hereof.

## 10. THIRD PARTY DATA SHARING

EDR software data received by the NYSOC will be accessible by all NYSOC personnel from various partner entities, including New York State and New York City. Any NYSOC personnel who may have access to EDR Data, Confidential Information and Cyber Information, are subject to a formal background check requirement compliant with the FBI's Criminal Justice Information Services (CJIS) requirements and must take training consistent with the State's federal obligations. In addition to these requirements, vendor partners of these entities who may need access to EDR data, Confidential Information, and Cyber Information to assist the NYSOC personnel in carrying out the services described in this IA, are also subject to certain non-disclosure agreements. The NYSOC personnel may share anonymized data with participating entities and other entities that enter into cyber information sharing agreements with the State.

## 11. CONFIDENTIAL AND CYBER INFORMATION SHARING

- a. Confidentiality Obligations. Each Party will:
  - i. Hold all Confidential Information and Cyber Information provided by the other Party in strict confidence, except as otherwise expressly permitted under this Section 11;
  - ii. Not disclose Confidential Information or Cyber Information of the other Party to any third-parties except to those who are subject to the same obligations as set forth in this Section 11, or as otherwise set forth in this Section 11;
  - iii. Not process Confidential Information or Cyber Information of the other Party in any way not authorized by this IA;
  - iv. Limit reproduction of the other Party's Confidential Information and Cyber Information to a need only basis;
  - v. When Confidential Information or Cyber Information is shared, not disclose any Confidential Information or Cyber Information that may be used to identify the other Party;
  - vi. In the event of an unauthorized or inadvertent use or disclosure of, or access to Confidential Information and Cyber Information, shall without unreasonable delay upon discovery that an unauthorized disclosure or loss has occurred, notify the other Party in writing and shall ensure a proper record of such unauthorized or inadvertent use, disclosure or access is kept and immediately provided to the other Party. The Parties shall also assist in any subsequent investigation of the unauthorized or inadvertent use, disclosure or access and mitigate any possible resulting damages of same. A record required under this provision shall include, at a minimum, the following:
    - a. Date of the unauthorized use or inadvertent disclosure;
    - b. Name of the recipient of the unauthorized use or inadvertent disclosure;
    - c. Address of the recipient of the unauthorized use or inadvertent disclosure, if known;
    - d. Brief description of the Confidential Information or the Cyber Information used or disclosed;

- e. Any remedial measures taken to retrieve or otherwise repossess such Confidential Information or Cyber Information; and
  - f. All other details required or necessary for the Party disclosing the Confidential Information or Cyber Information to know when and how such unauthorized disclosure was made and what mitigating steps are being undertaken or recommended to remedy.
  - vii. Take steps to avoid publication or dissemination of the Confidential Information and Cyber Information using at least the same degree of care as the Parties would use with respect to their own Confidential Information and Cyber Information; and
  - viii. At all times, have the right to request reasonable further assurances that the foregoing restrictions and protections concerning Confidential Information and Cyber Information are being observed, and the Party receiving the request must promptly provide the assurances.
- b. Exceptions Allowing Parties to Disclose Certain Confidential Information and Cyber Information
- i. The confidentiality obligations in this Section 11 do not apply to the extent that the Party receiving the Confidential Information or Cyber Information can demonstrate or establish by written evidence that: (1) the Confidential Information or Cyber Information became part of the public domain other than through actions that constitute a breach of this IA or fault on the part of Recipient; (2) the Confidential Information or Cyber Information was lawfully obtained by Recipient from a source other than the Disclosing Party free of any obligation to keep it confidential; (3) Recipient developed such information independently of and without reference to any Confidential Information or Cyber Information of the Disclosing Party (Recipient shall bear the burden of proving such independent development); (4) the Disclosing Party expressly authorized disclosure of the Confidential Information or Cyber Information; (5) the Confidential Information or Cyber Information is required to be disclosed pursuant to law, regulation, judicial or administrative order, or request by a governmental or other entity authorized by law to make such request; provided, however, that Recipient shall comply with Section 11(b)(iii)(3) (Disclosure if Legally Compelled) below; (6) the Disclosing Party, in its sole discretion, agrees that the Confidential Information or Cyber Information has been anonymized to remove personal identifying information or information not otherwise disclosable under existing law; or (7) it is a third party as described in Section 10 above for which sharing Confidential Information or Cyber Information is necessary to provide NYSOC services. Recipient will bear the burden of proving any of the foregoing conditions exist.
  - ii. Notwithstanding the provisions of Section 11(a) herein and where written notice is provided to the Party disclosing the Confidential Information or Cyber Information, the Recipient may disclose Confidential Information or Cyber Information to their third-party representatives who have a legitimate business need to know or use such Confidential Information or Cyber Information for purposes of aiding in cyber security activities, provided that such third-party representative (1) is advised by the Party disclosing the Confidential Information or Cyber Information of the sensitive and confidential nature of such Confidential Information or Cyber Information; and (2) agrees to comply with the provisions of this IA as if they were a Party.
  - iii. Disclosure if Legally Compelled
    - 1. Notwithstanding anything herein, in the event that a Party receives notice that it has, will, or may become compelled, pursuant to applicable law, regulation, or legal process to disclose any Confidential Information or Cyber Information (whether by receipt of oral questions, interrogatories, requests for Confidential Information or Cyber Information or documents in legal proceedings, Freedom of Information Law ("FOIL") requests, subpoenas, civil investigative demands, other similar processes, or otherwise), that Party shall, except to the extent prohibited by law, within two (2) business days of receipt of such notice, notify the other Party, orally and in writing, of the pending or threatened compulsion. In performing their obligations and exchanging information under this IA the Parties are acting in their common interests, each Party will maintain and support the attorney-client and work product privilege if asserted by the other Party.
    - 2. To the extent permitted by law, the Parties will coordinate and cooperate with each other in advance of any disclosure, in order to undertake any lawfully permissible steps to reduce and/or minimize the extent of Confidential Information or Cyber Information that must be disclosed.
    - 3. To the extent permitted by law, the Parties will have the right to seek an appropriate protective order or other remedy reducing and/or minimizing the extent of Confidential Information or Cyber Information that must be disclosed.

4. Upon determination that Confidential Information or Cyber Information must be disclosed pursuant to this section, the Party receiving the request and its third-party representatives shall disclose only such Confidential Information or Cyber Information that they are legally required to disclose in order to comply with such applicable law or regulation or legal process (as may be affected by any protective order or other remedy obtained by a Party). The Party and its third-party representatives shall use all reasonable efforts to ensure that all Confidential Information or Cyber Information that is so disclosed will be accorded confidential treatment.

c. Security

- i. The Parties shall store Confidential Information and Cyber Information in a secure fashion at a secure location that is not accessible to any person or entity not authorized to receive the Confidential Information or Cyber Information under the provisions of this IA;
- ii. Temporary Suspension of Obligations. At any time, a Party may suspend performance of one or more of its obligations under this IA without terminating in the event of an actual or suspected Security Incident or a security breach of a third-party that may affect the suspending Party. The suspending Party will provide notice of the suspension as soon as practicable under the circumstances. Notwithstanding the foregoing, unless legally compelled without the possibility of contractual waiver, this Section 11(c)(ii) will not apply to Sections 11(a) and 16 of this IA.

## 12. NO THIRD-PARTY RIGHTS

Nothing in the IA shall create or give to third parties any claim or right of action against the Participating Entity or the State beyond such as may legally exist irrespective of the IA.

## 13. NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
  - i. Via certified or registered United States mail, return receipt requested;
  - ii. By facsimile transmission;
  - iii. By personal delivery;
  - iv. By expedited delivery service; or
  - v. By email.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

ITS:

NYS Office of Information Technology Services  
Division of Legal Affairs  
Empire State Plaza, PO Box 2062 Albany, NY 12220-0062  
Attn: Chief General Counsel  
Email: [its.sm.dla@its.ny.gov](mailto:its.sm.dla@its.ny.gov)

DHSES:

NYS Division of Homeland Security and Emergency Services  
Cyber Incident Response Team  
1220 Washington Ave, Bldg 7A  
Albany, NY 12226  
Attn: CIRT Director  
Email: [CIRT@dhSES.ny.gov](mailto:CIRT@dhSES.ny.gov)

With a copy to:

NYS Division of Homeland Security and Emergency Services  
Office of Counsel  
1220 Washington Ave, Bldg 7A  
Albany, NY 12226  
Attn: Deputy Counsel  
Email: thomas.mccarren@dhses.ny.gov

Name:  
Title:  
Address:  
Telephone Number:  
Facsimile Number:  
E-Mail Address:

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided, or in the case of facsimile transmission or email, upon receipt.

#### **14. AMENDMENTS**

This IA may be amended, modified or superseded, and the terms or conditions hereof may be waived only by a written instrument signed by the State and Participating Entity, or in the case of a waiver, the Party waiving compliance, and must be approved by the New York State Office of the State Comptroller if applicable.

#### **15. DISPUTE RESOLUTION**

The Parties agree that prior to the commencement of any legal proceeding, the Parties shall, in good faith, attempt to resolve any disputes that arise from this IA. The Party commencing a dispute shall do so by submitting a description of the dispute in writing to the other Party's designated single point of contact. The following escalation procedures shall be followed:

- a. The Parties designated single points of contact shall attempt to amicably resolve the dispute within ten (10) business days, or as otherwise agreed to by the Parties.
- b. If the Parties designated single points of contact are unable to resolve the dispute, such dispute will be submitted to the ITS Chief Information Officer, the Commissioner of DHSES, and the Participating Entity's chief executive officer for resolution.

#### **16. INDEMNIFICATION**

- a. Subject to the availability of lawful appropriations, the Participating Entity shall hold the State, its officers, agents, and employees harmless from and indemnify it for any final judgment of a court of competent jurisdiction or amounts paid in settlement of a third-party claim to the extent attributable to the negligence of the Participating Entity or of its officers or employees when acting within the course and scope of their employment.
- b. Subject to the availability of lawful appropriations consistent with Section 8 of the State Court of Claims Act, the State shall hold the Participating Entity harmless from and indemnify it for any final judgment of a court of competent jurisdiction or amounts paid in settlement of a third-party claim to the extent attributable to the negligence of the State or of its officers or employees when acting within the course and scope of their employment.

## **17. GENERAL PROVISION AS TO REMEDIES**

The Parties may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another. A single or partial exercise of a remedy shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time. No delay or omission in exercising a right or remedy, or delay, inaction, or waiver of any event of default, shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event otherwise constituting a breach or default under the IA.

## **18. ADDITIONAL REMEDIES**

In addition to any other remedies available to the Parties under this IA and state and federal law for the other Party's default, a Party may choose to exercise some or all of the following:

- Pursue equitable remedies to compel a Party to perform;
- Require a Party to cure deficient performance or failure to meet any requirements of the IA.

## **19. INDEPENDENT CONTRACTORS**

Nothing in this IA shall be construed to create any partnership, joint venture or agency relationship of any kind. Neither Party has any authority under this IA to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

## **20. ASSIGNMENT**

The State may assign this IA, including all right and responsibilities to any successor NYS entity. The Participating Entity will be provided notice of any assignment. The Participating Entity may assign this IA as required by operation of law or with the consent of the State, such consent shall not be unreasonably withheld. Such assignment may be subject to approval by the New York State Office of the State Comptroller, if applicable.

## **21. NON-WAIVER**

The failure by any Party to insist on performance of any term or condition or to exercise any right or privilege included in this IA shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not thereafter waive any such term or condition and/or any right or privilege. No waiver by any Party of any breach of any term of this IA shall constitute a waiver of any subsequent breach or breaches of such term.

## **22. ENFORCEABILITY/SECTION HEADINGS**

In the event any clause, or any part or portion of any clause of this IA shall be held to be invalid, void, or otherwise unenforceable, such holding shall not affect the remaining part or portions of that clause, or any other clause hereof. The section headings in this IA are inserted only as a matter of convenience and for reference and in no way define, limit or fully describe the scope or intent of any provision of this IA.

## **23. JURISDICTION**

This IA shall be construed according to the laws of the State of New York, except where the federal supremacy clause requires otherwise, and all claims concerning this IA shall be determined in a court of competent jurisdiction in the county of the state of New York in which the claim is alleged to have arisen.

## **24. EXECUTION**

By execution, delivery and performance of this IA, each party represents to the other that it has been duly authorized by all requisite action on the part of the Participating Entity and the State respectively. This IA constitutes the legal, valid, and binding obligation of the Parties hereto.



**25. ENTIRE AGREEMENT**

This IA represents the entire understanding and agreement between the Participating Entity, ITS, and DHSES with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and between such Parties.

**IN WITNESS WHEREOF**, this Contract has been duly executed on the date and year set out below.

By: Town of Thompson

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

**NYS OFFICE OF INFORMATION  
TECHNOLOGY SERVICES**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_

**NYS DIVISION OF HOMELAND SECURITY  
AND EMERGENCY SERVICES**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }

ss.:

COUNTY OF \_\_\_\_\_ }

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally appeared: \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that his/her place of business is at \_\_\_\_\_ Town/City of \_\_\_\_\_ County of \_\_\_\_\_, State of \_\_\_\_\_; and further that s/he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of \_\_\_\_\_, s/he is authorized to execute the foregoing instrument on behalf of \_\_\_\_\_ for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

\_\_\_\_\_  
Notary Public

**APPROVED AS TO FORM:**

NYS OFFICE OF THE ATTORNEY GENERAL

By: \_  
Title: \_  
Date: \_

**APPROVED:**

NYS OFFICE OF THE STATE COMPTROLLER

By: \_  
Title: \_  
Date: \_

**ATTACHMENT A  
INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ENDPOINT PROTECTION AND  
RESPONSE SERVICES (Phase II)**

**BETWEEN**

**THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES,  
THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES**

**AND**

Town of Thompson

X052019

All Participating Entities will be provisioned with access to and training for the EDR software vendor's portal allowing the Participating Entity to perform monitoring, analysis, quarantine and containment, and other cyber hygiene functions as provided by the EDR software. In addition, the EDR software provides proactive threat hunting twenty-four hours per day, seven days per week (24x7). The EDR software will also be configured to conduct the first level of triage to identify threats, assign a level of importance or urgency to the threat, and deliver alerts and actionable notification directly to the Participating Entities thru E-mail.

A Participating Entity may choose additional levels of service from the NYSOC. These levels of service are either:

1. Off-hours monitoring, and email escalation; or
2. Off-hours monitoring, email escalation, critical escalations, and containment and/or quarantine actions on impacted endpoints flagged for such by the EDR software. By selecting this option, the Participating Entity is granting the NYSOC and/or the EDR software vendor's staff the authority to take action per the critical escalation process defined below.

Please indicate level of NYSOC service requested; if neither level of service is desired, enter N/A: \_\_\_\_\_.

**Definitions:**

**Monitoring:**

Monitoring is NYSOC and/or the EDR vendor staff reviewing Critical, High, and other vendor-escalated alerts received from the EDR software and conducting further analysis on the host endpoint using available tools (e.g., EDR Portal) to further quantify risk and determine if additional actions are required (e.g., escalation, critical escalation, containment and quarantine). The terms 'Critical' and 'High' alerts refer to the vendor's top two levels of automated alert criticality rating. 'Vendor-escalated' alerts refers to instances where the vendor escalates an alert to the NYSOC and/or Participating Entity beyond the vendor's automated alert criticality rating (e.g., Critical, High).

**Escalations:**

Escalation is the process of identifying potential cybersecurity concerns so that appropriate personnel can take action to address them. Escalations will be sent via email when the NYSOC Team and/or EDR software vendor's staff requires action to be taken by the Participating Entity in order to validate activity on a host or remediate a host. Examples of when an escalation will be sent may include, but would not be limited to:

- Validating questionable admin activity seen on a host
- Validating application usage
- Not having remote access to a host
- Requests for approval to take additional remediation countermeasures

**Critical Escalations:**

During an investigation, where NYSOC and/or EDR software vendor's staff containment and quarantine actions are required or action need to be taken by the Participating Entity, the NYSOC Team and/or EDR software vendor's staff will call the phone numbers provided in the below order of priority. If there is no response from any of the contacts, the NYSOC Team and/or EDR software vendor's staff will send a Critical Escalation email and continue monitoring but not proceed with any countermeasures that are not approved by the Participating Entity. The NYSOC and/or EDR software vendor's staff will begin the escalation process within a reasonable amount time from receipt of the critical alert or notification by the EDR software.

The Critical escalation and containment and quarantine functions will be phased in by the NYSOC and/or EDR software vendor's staff as it reaches operational maturity. Critical escalations may not be available on the Participating Entities' onboarding date. However, the EDR software will provide direct alerting to the Participating Entity irrespective of the NYSOC's status.

**Containment and Quarantine:**

NYSOC and/or EDR software vendor's staff containment and quarantine includes:

- Containment of hosts identified by the EDR software as a critical risk
- Quarantine or removal of files or artifacts identified by the EDR software as a critical risk
- Recommend recovery actions as needed per incident to address vulnerabilities in infrastructure not managed by the EDR software

**Off-Hours:** NYSOC Off hours support is Saturday and Sunday all day, and 5PM to 8AM Monday - Friday. The EDR software vendor's staff is available 24/7/365.

**Escalation priority Points of Contact:** Please provide a list in order of priority of the persons the NYSOC and/or EDR software vendor's staff should call when notifying the Participating Entity of a Critical Escalation (the Participating Entity does not have to use all the lines below and should add additional lines if necessary):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

#6

**Arnall  
Golden  
Gregory** LLP

Washington, DC Office  
2100 Pennsylvania Avenue NW, Suite 350S  
Washington, DC 20006  
Phone: 202.677.4030  
[www.agg.com](http://www.agg.com)

December 9, 2024

The Town of Thompson  
4052 Route 42 North  
Monticello, New York 12866  
Attn: William J. Rieber, Jr., Supervisor

Re: Tannery Village, Courtesy Notice of Change in Upstream Ownership

Ladies and Gentlemen:

The purpose of this letter (this "Letter") is to notify you of the proposed transactions described below (the "Transaction") related to the change in upstream ownership of Monticello Area Limited Partnership, a New York limited partnership (the "Beneficial Owner"). The managing member of the Beneficial Owner is Belmont Development Corporation, a New York corporation (the "Existing Managing Member").

The Beneficial Owner and the Town of Thompson are parties to the attached Agreement for Payment in Lieu of Taxes (the "PILOT Agreement") with respect to local and municipal real estate taxes for the Project.

It is anticipated that, on or before December 31, 2024 (as such date may be extended, the "Closing Date"), the Existing Managing Member will transfer its interests in the Beneficial Owner to MARG New York Holdings LLC, an Ohio limited liability company (the "New Managing Member") and that the New Managing Member will become the managing member of the Beneficial Owner. Neither the Taxpayer nor the Beneficial Owner will transfer title to any portion of the Projects, and all affordability designations and requirements of the Projects will remain in place following the Transaction.

An organizational chart illustrating the pre-closing and post-closing ownership of the Beneficial Owner and the Projects is attached as Exhibit A hereto.

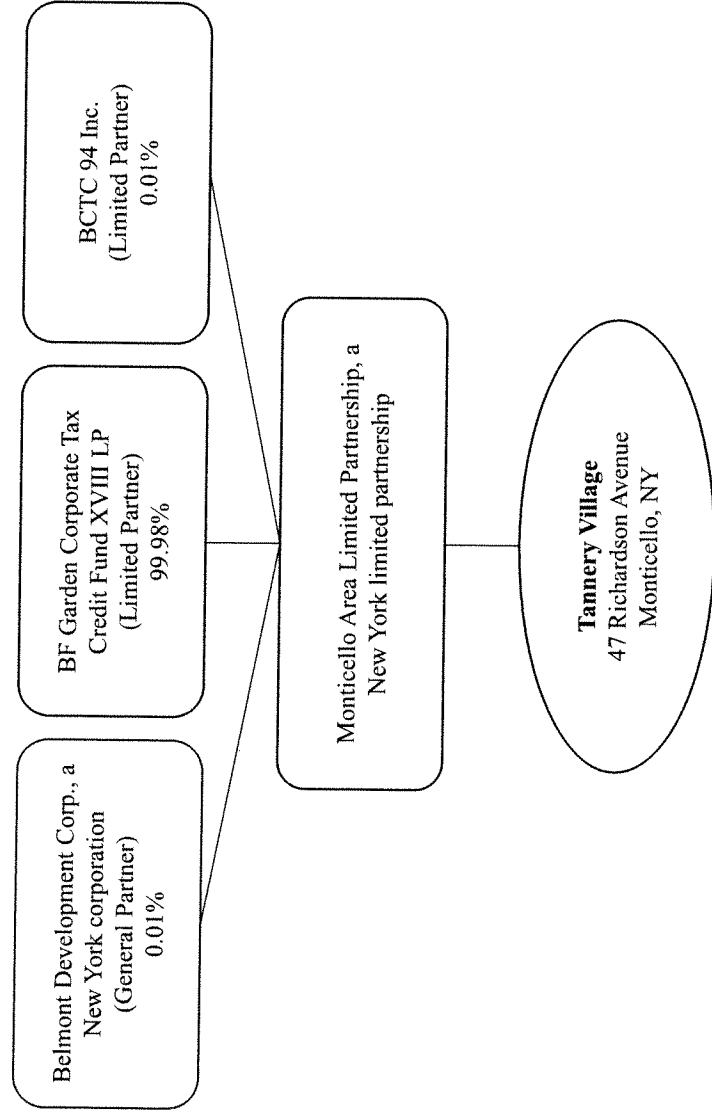
If there are any questions about the Transaction, please do not hesitate to contact Nicholas P. Tsimortos, Esq. ([nick.tsimortos@agg.com](mailto:nick.tsimortos@agg.com)/ 508.450.6193) at any time.

Sincerely,

Nicholas P. Tsimortos, Esq.

**STRUCTURE BEFORE TRANSACTION**

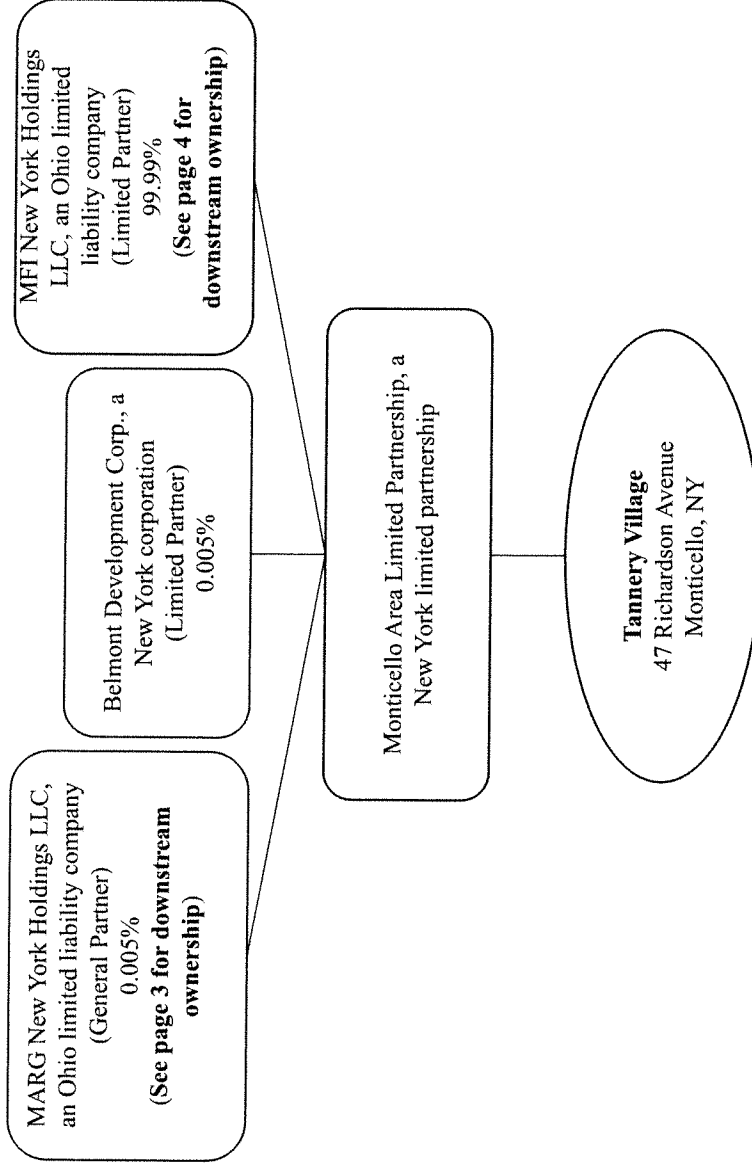
**TANNERY VILLAGE (NEW YORK)**





**STRUCTURE AFTER TRANSACTION**

TANNERY VILLAGE (NEW YORK)



**MICHAEL B. MEDNICK**  
Town Attorney  
544 Broadway, Suite 4  
Monticello, New York 12701  
(845)794-5200  
(845)794-7784 Fax

May 9, 2019

**VIA FEDERAL EXPRESS**

Belmont Management Co., Inc.  
215 Broadway  
Buffalo, New York 14204-1438

Att: David Lawson

Re: Town of Thompson with Monticello Area Limited Partnership

Dear Mr. Lawson:

The Town Board approved the PILOT Agreement for Monticello Area Limited Partnership. Enclosed herein please find four (4) copies of the Agreement executed by the Supervisor.

Please have your principals execute same and return two (2) copies to the Town. Also, we did not have the proper property description to attach to same. Please attach the accurate property description to the Agreement prior to returning same.

Thank you for your consideration in this matter. If you have any questions, please feel free to give me a call.

Very truly yours,



MICHAEL B. MEDNICK

MBM:ck  
Enc.

## TAX ABATEMENT AGREEMENT

**THIS AGREEMENT** is dated as of May <sup>2019</sup> ~~8~~, 2018 by and among the Town of Thompson, a municipal corporation existing and organized under the laws of the State of New York, having an office at 4052 Route 42 North, Monticello, New York (the “Town”), and Monticello Area Limited Partnership, a New York limited liability company (the “Partnership”), having an office at 215 Broadway, Buffalo, New York 14204-1438.

**WHEREAS**, the Partnership has previously acquired 31 acres of certain real property located in the Village of Monticello, State of New York, a description of which is annexed hereto as Exhibit “A” (hereinafter referred to as “Real Property”) and has built 32 housing units on said property which have primarily been used as low-income housing for the elderly; and

**WHEREAS**, the Partnership has received mortgage assistance along with rural rental assistance from the New York State Division of Housing & Community Renewal (hereinafter referred to as “DHCR”) and from the U.S.D.A. Rural Development (hereinafter referred to as “RD”); and

**WHEREAS**, DHCR and RD have previously requested that the Partnership make arrangements for a Payment in Lieu of Taxes Agreement; and

**WHEREAS**, the Partnership, the Town, and the Village of Monticello had previously entered into a Redevelopment Company Contract dated June 18, 2002 wherein the parties agreed that the real property with improvements would be tax exempt for local and municipal taxes provided the Village and Town received payments in lieu of taxes (PILOT); and

**WHEREAS**, the aforementioned PILOT agreement is set to expire in May, 2018 and the parties wish to enter into a new PILOT agreement pursuant to Article V of the New York State Private Housing Finance Law (hereinafter referred to as “Article V”); and

**WHEREAS**, it is in the best interest of the Town to exempt the Real Property from local and municipal taxes, provided that the Village and Town receive payments in lieu of taxes with respect to the Real Property.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is hereby agreed by the parties as follows:

1. **Definitions.** As used this Agreement, the words or phrases listed below shall have the meanings indicated:
  - (a) “**Effective Date**” shall mean the date this agreement is executed by all parties.
  - (b) “**Expiration Date**” shall mean the date which is fifteen (15) years from the Effective Date or such earlier date in accord with paragraph 3 hereof.
  - (c) “**Local and Municipal Taxes**” shall mean any and all real estate taxes levied by Sullivan County (the “County”), the Town of Thompson, Village of Monticello, and the Central School District.
  - (d) “**Special District Taxes**” shall mean any and all special district taxes or special benefit assessments as defined by the RPTL, including without limitation the Library and Fire District assessments and other assessments levied by the Town or Village for local improvements such as water, sewer or garbage rents.

(e) "RPTL" shall mean the New York State Real Property Tax Law.

2. Payments in Lieu of Taxes.

(a) Except as otherwise set forth herein, the Town hereby exempts from all Local and Municipal Taxes of one hundred percent (100%) of the value of the Project, including both land and improvements. During the period commencing upon the Effective Date and terminating on the Expiration Date, the Partnership shall make annual payments (the "Payment") in lieu of taxes in the following amounts: (i) for the years 2019-2023 the sum of Nineteen Thousand Two Hundred Dollars (\$19,200.00); (ii) for the years 2024-2028 the sum of Twenty Thousand Eight Hundred Dollars (\$20,800.00); and (iii) for the years 2029-2033 the sum of Twenty-Two Thousand Four Hundred Dollars (\$22,400.00). Said Payment shall be apportioned amongst the Village of Monticello in lieu of Village real estate taxes, the Town of Thompson in lieu of Town real estate taxes, and the Central School District in which such Project is located in lieu of School District real estate taxes. The apportionment shall be based on the fixed percentages as follows: forty-five percent (45%) to the Village of Monticello; thirty percent (30%) to the Monticello Central School District and twenty-five percent (25%) to the Town of Thompson. The so apportioned Payment amount shall be the payment due to the Town on the following January 30th, the Village on the following August 1 and the Central School District in which the Project is located on the following September 1, each such date being a "Payment Date." Payment shall be made to each taxing entity on the "Payment Date" as aforementioned.

(b) The Partnership shall make the required apportioned Payment directly to the Town, the Village, and the Central School District in which such Project is located on the appropriate Payment Date, in an amount calculated pursuant to subparagraph (a) above, for the prior tax year, commencing with payments due in the calendar year 2018.

(c) Notwithstanding the above, and in addition to the Payment, the Partnership will separately pay one hundred percent (100%) of special district taxes special benefit assessments as defined by the RPTL including, without limitation, the library and fire district assessments and other assessments levied by the Town of Thompson and/or the Village for local improvements, such as water, sewer, and garbage rents (each an "Assessment"). These Assessments shall be paid to the authority levying said Assessment, at the time said assessments are levied.

(d) If such payments are not received by each taxing entity on the Payment Date, the Partnership shall owe late charges and accrue interest at the rate of one percent (1%) per month until such payments are paid in full.

3. Project Organized for a Public Purpose. The Village, Town and the Partnership hereby agree that, for purposes of Article V, the providing of low rental housing units for the elderly constitutes a public purpose. The Village, Town and the Partnership hereby agree that, as long as such housing is so provided, the policies and purposes of Article V are hereby satisfied.

4. Project Subject to the Rules and Regulations of DHCR and RD. The Village, Town

and the Partnership hereby agree that the Project shall be operated in accordance with the applicable rules and regulations previously promulgated or hereinafter promulgated by RD and DHCR. The Village, Town and the Partnership agree that the rental rates to be charged for units in the Project shall be in accordance with the applicable rules and regulations of RD and DHCR.

5. Consistency with Article V. The Village, Town and the Partnership agree that this Contract shall be subject to the provisions of Article V. The Village, Town and the Partnership agree that, without enumerating the applicable provisions of Article V, the Project shall be operated in accordance with the provisions of Article V.

6. Powers of the Partnership. Pursuant to Section 106 of Article V, the Partnership shall have and may exercise such of the powers conferred by law as shall be necessary in conducting the business of the Partnership.

7. Duration of this Contract. This Tax Abatement Agreement shall terminate on a date fifteen (15) years after the date of execution of this Agreement. Any provisions of the Private Housing Finance Law that are intended to survive this termination shall so survive.

8. Sale of the Project. Pursuant to Section 122 of Article V, the Village and Town hereby consent to the sale of the Project by the Partnership, provided such sale is in accordance with applicable RD and DHCR regulations. Pursuant to Subdivision four of Section 123 of Article V, the Village and Town hereby consent to the voluntary dissolution or termination of the Partnership after such sale of the Project.

9. Miscellaneous.

(a) Binding Effect. This Agreement states the entire understanding of the parties and shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. Deviation from the terms of this Agreement shall be permitted only by mutual written consent of the parties.

(b) Applicable Law. This Agreement shall be construed in accordance with the laws of the State of New York.

(c) Usage and Headings. The paragraph headings herein are for convenience only and shall not affect the construction hereof.

(d) Venue. Any litigation relating hereto shall take place in the State of New York, Supreme Court, County of Sullivan.

(e) Merger/Dissolution. In the event Village assessments are eliminated due to a dissolution of the Village or a merger of the Town and Village, the portion of payment payable to the Village will be payable to the Town.

10. Default. Unpaid Payments and/or assessments payable pursuant to this Agreement will be enforced as if they were unpaid, delinquent taxes pursuant to Article XI of the RPTL and shall have the same priority over all other taxes, liens and other interests in the premises as real property tax liens have, including governmental tax liens in a bankruptcy proceeding. Upon default in payment, the County shall give written notice thereof to the Partnership. Upon failure to cure by the Partnership within sixty (60) days of receiving such written notice, the Treasurer of the County may commence a foreclosure proceeding by service of an in rem proceeding pursuant to § 1125 of the RPTL. Filing of a list of delinquent

taxes pursuant to §1125 of the RPTL is hereby waived, and publication and posting pursuant to §1124 of the RPTL is also waived. The Partnership herein represents that it is the only party that the County needs to serve in compliance of §1125 of the RPTL and makes this representation knowing that the tax districts are relying upon it. Modifications to this list can be made only prior to a default and only in writing. A foreclosure pursuant to the RPTL will automatically terminate this Agreement.

11. Notices. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the address as the party to whom notice is given shall have specified to the party giving notice by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery.

12. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

13. Severability. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.


14. Representations and Warranties. Each of the parties hereto individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, by-law or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is a party. The Town represents that its execution of this Agreement shall constitute the legal, valid and binding agreement of Town.

15. Entire Agreement. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above described Project and supercedes all prior contracts or agreements, whether oral or written, with respect thereto.

**IN WITNESS WHEREOF**, the Town has caused this Agreement to be duly executed in its name and behalf by its Supervisor and its seal is to be hereunto duly affixed and attested, and the Partnership has caused this Agreement to be duly executed in its name by its Authorized Representative on the Effective Date.

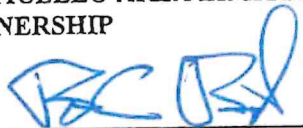
Attest: 05/08/2019

TOWN OF THOMPSON

By:   
Name: William J. Rieber, Jr.  
Title: Supervisor

Attest: 5/13/19

MONTICELLO AREA LIMITED PARTNERSHIP

By:   
Name: Bruce C. Baird, Pres.  
Title: Belmont Development Corp.  
General Partner

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF SULLIVAN )

On the 8<sup>th</sup> day of May in the year 2019 before me the undersigned, a Notary Public in and for the State of New York, personally appeared William J. Rieber, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ capacity and that by his/~~her~~ signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

Marilee J. Calhoun

Notary Public

MARILEE J. CALHOUN  
Notary Public, State of New York  
Sullivan County Clerk's #2571  
Commission Expires July 08, 2022

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF Erie )

On the 13<sup>th</sup> day of May in the year 2018<sup>9<sup>th</sup></sup> before me the undersigned, a Notary Public in and for the State of New York personally appeared Bruce C Baird personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

Alison L. Smith

Notary Public

ALISON L. SMITH  
Notary Public - State of New York  
NO. 01SM6245769  
Qualified in Erie County  
My Commission Expires 08/08/2019



## EXHIBIT A

### (Legal Description)

#### Parcel I:

ALL that tract, piece or parcel of land, situate in the Village of Monticello, Town of Thompson, County of Sullivan and State of New York being more particularly described as Parcel I as shown on a map entitled "Final Survey Plat of the Sleepy Hollow Subdivision" made by George H. Fulton, LLS, dated December 2008 and filed January 23, 2009 in the Sullivan County Clerk's Office as Map #12-002.

The above premises are also more particularly bounded and described by George H. Fulton, LS as follows.

ALL that tract or parcel of land situate in the Village of Monticello, Town of Thompson, County of Sullivan, State of New York being bounded and described as follows:

BEGINNING at an iron pin set on the East bounds of New York State Route -42, said point of beginning being in the southwest corner of lands of the Central School District No. 1 of the Towns of Thompson, Bethel, Forestburg, Manakating and Fallsburg as described in Liber 672 of Deeds at Page 392;

RUNNING THENCE from said place of beginning South 68 degrees 35 minutes East 1303.98 feet facing said road and passing along the South boundary of said School parcel to a point, said point being North 68 degrees 35 minutes West 980.41 feet as measured along said School boundary from an iron pin found beneath the ground's surface at the southeast corner of said School parcel:

THENCE South 21 degrees 25 minutes West 481.39 feet passing along the West boundary of an 11.33 acre parcel to a point on the North boundary of lands of Pine Tree Resort Estates, LLC (See Land Record Liber 1932 at page 548);

THENCE North 66 degrees West 1005.16 feet passing along North 71 degrees 31 minutes West 398.14 feet to a point on the East bounds of said New York State Route 42;

THENCE North 33 degrees 14 minutes East 480.00 feet passing along said highway bounds to the point or place of BEGINNING.

Subject to the burdens of and together with the benefits of a variable width right of way leading from New York State Route 42 easterly and passing thru the above described parcel to the 11.33 acre parcel lying East of said 14.40 acre parcel, the location of said right of way being more particularly defined as follows:

BEGINNING at a point on the East boundary of the above described 14.4 acre parcel, said point of beginning being South 21 degrees 25 minutes West 331.66 feet as measured along said East boundary from a point at the northeast corner of said 14.40 acre parcel, the right of way width at this point of beginning being 58.29 feet extending northerly and 25.01 feet extending southerly along said East boundary;

RUNNING THENCE from said place of beginning North 66 degrees 45 minutes West 52.79 feet to a point within said right of way, the right of way width at this point being 25.00 feet extending northerly and 25.00 feet extending southerly for a total width of 50.00 feet;

THENCE the following courses and distances passing along the center of a 50 foot wide right of way: North 66 degrees 45 minutes West 487.01 feet;

North 62 degrees 09 minutes West 83.05 feet; and

North 58 degrees 32 minutes West 730.29 feet to a point on the East boundary of New York State Route 42 at the termination of said right of way, said termination point being South 33 degrees 14 minutes West 181.46 feet as measured along said highway boundary from an iron pin set at the northwest corner of said 14.40 acre parcel.

Said right of way containing within its bounds Terry Lane and a portion of the right of way leading to a Village of Monticello water storage tank (See Liber 901 of Deeds at page 283).

As surveyed by Bock & Clark on dated January 25, 2017, as last revised on February 6, 2017:

**Parcel 1:**

**BEGINNING** at a point on the east bounds of New York State Route 42, said point of beginning being the southwest corner of lands of the Monticello Central School District;

**RUNNING THENCE** from said place of beginning along the south boundary of said lands of Monticello Center School District, South 81 degrees 29 minutes 4 seconds East 1303.98 to a point;

**THENCE** along the western boundary line of parcel 2, South 8 degrees 30 minutes 56 seconds West 481.39 feet to a point on the north boundary of lands of Pine Tree Resort Estates, LLC ;

**THENCE** North 79 degrees 40 minutes 4 seconds West 1005.16 feet passing along said north boundary of Pine Tree Resort Estates, LLC to a point;

**THENCE** continuing along said north boundary, North 84 degrees 25 minutes 4 seconds West 398.14 feet to a point on the east bounds of New York State Route 42;

**THENCE** continuing along the east bounds of New York State Route 42, North 33 degrees 14 minutes East 480.00 feet to the point or place of beginning

## Chicago Title Insurance Company

SCHEDULE A  
DESCRIPTION

Title No. A31182

ALL that tract or parcel of land situate in the Village of Monticello, Town of Thompson, County of Sullivan and State of New York, being part of Lot No. 42 in Great Lot No. 13 of the Hardenburgh Patent and is more particularly bounded and described as follows:

BEGINNING at a set 5/8" iron rod with a plastic ID cap on the southeast bounds of Richardson Avenue (Deed Ref. Liber 709, P. 318), said point of beginning being S. 37° 39' 24" W. 375.71' from a found 5/8" iron rod with a plastic ID cap being a common corner between the lands of Kiamesha Plumbing, Inc. and the lands of Sandow (Deed Ref. Liber 1984, P. 279); thence from said place of beginning over and through the lands of Kiamesha Plumbing, Inc. S. 60° 02' 11" E. 453.26' to a set 5/8" iron rod with a plastic ID cap; thence S. 36° 50' 19" W. passing over a set 5/8" iron rod with a plastic ID cap at 225.00' along the way for a total distance of 300.00' to a point in the centerline of the Tannery Brook AKA Fairchild Brook; thence along the line reputedly of Stanley Rolnick (Deed Ref. Liber 2112, P. 40) being the existing centerline of the Tannery Brook the following courses and distances, namely: N. 49° 21' 12" W. 35.32'; N. 59° 17' 22" W. 76.09'; N. 62° 37' 33" W. 125.26'; N. 70° 54' 51" W. 36.21'; N. 58° 03' 51" W. 84.88'; N. 70° 47' 11" W. 27.95' and N. 54° 05' 07" W. 69.87' to a point on the southeast bounds of Richardson Ave.; thence along said southeast bounds N. 36° 50' 19" E. passing over a set 5/8" iron rod with a plastic ID cap at 30.00' along the way, for a total distance of 300.00' to the place of beginning.

DESCRIPTION

Revised 9/4/01

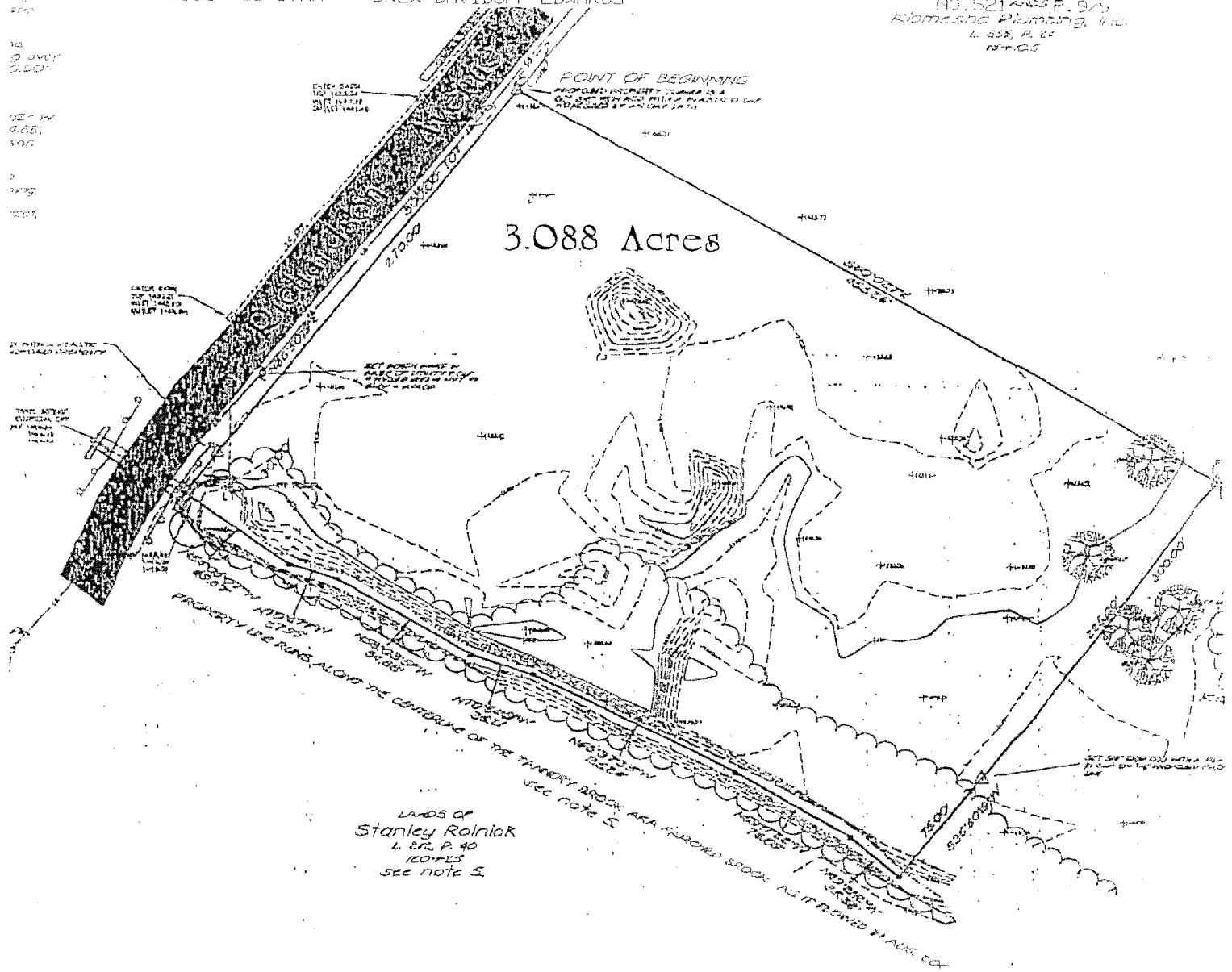
09/10/02 TUE 15:21 FAX 8457942327  
SEP. 9. 2002 10:57AM

DREW DAVIDOFF EDWARDS

VILLAGE OF MONTICELLO

NO. 521 AND S.P. 9/1  
Klamesno Plumbing, Inc.  
L. 658, P. 25  
ARTICLE

1.0  
2.0  
3.0  
4.0  
5.0  
6.0  
7.0  
8.0  
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16.0  
17.0  
18.0  
19.0  
20.0



3.088 Acres

LANDS OF  
Stanley Rolnick  
L. 672, P. 40  
100' x 125'  
see note 5

PROPERTY LINE RUNS ALONG THE CENTERLINE OF THE TANNERY BROOK AREA FENCED BROOK AS IT FLOWS IN AUG. EOP  
SEE NOTE 5

#7

## Marilee Calhoun (Town of Thompson)

---

**From:** Jill Weyer (Town of Thompson) <jweyer@townofthompson.com>  
**Sent:** Monday, December 9, 2024 10:24 AM  
**To:** 'marilee (clerk-town of thompson)'; 'Supervisor Rieber '  
**Subject:** Court Scanning Project  
**Attachments:** thompson court backfile proposal 11-4-24.pdf; Thompson Court\_books proposal\_nd\_10.11.24\_C22631\_approved\_10.17.24.pdf

Marilee – The Court is continuing to scan documents and has identified an additional project to scan the old court books from the archive room. This project is anticipated to cost approximately \$14,608.25, of which the Court has budgeted approximately \$25,000 in the 2025 budget to cover this cost. The attached two proposals are for the scanning and indexing for the Court Books totaling the \$14K.

They are still finalizing the existing project that was originally proposed at \$181K and there may be additional scanning/indexing required but I'm awaiting the final numbers to see if we need to increase this, or it will fit within the budgeted amount. Once I know, I will let you know if we need additional approvals. If you need anything else for the board meeting, please let me know.

Thanks,  
Jill

*Jill M. Weyer*

Director of Community Development  
Town of Thompson  
4052 Route 42  
Monticello, NY 12701  
Phone: 845-794-2500 Ext. 304  
Fax: 845-794-8600

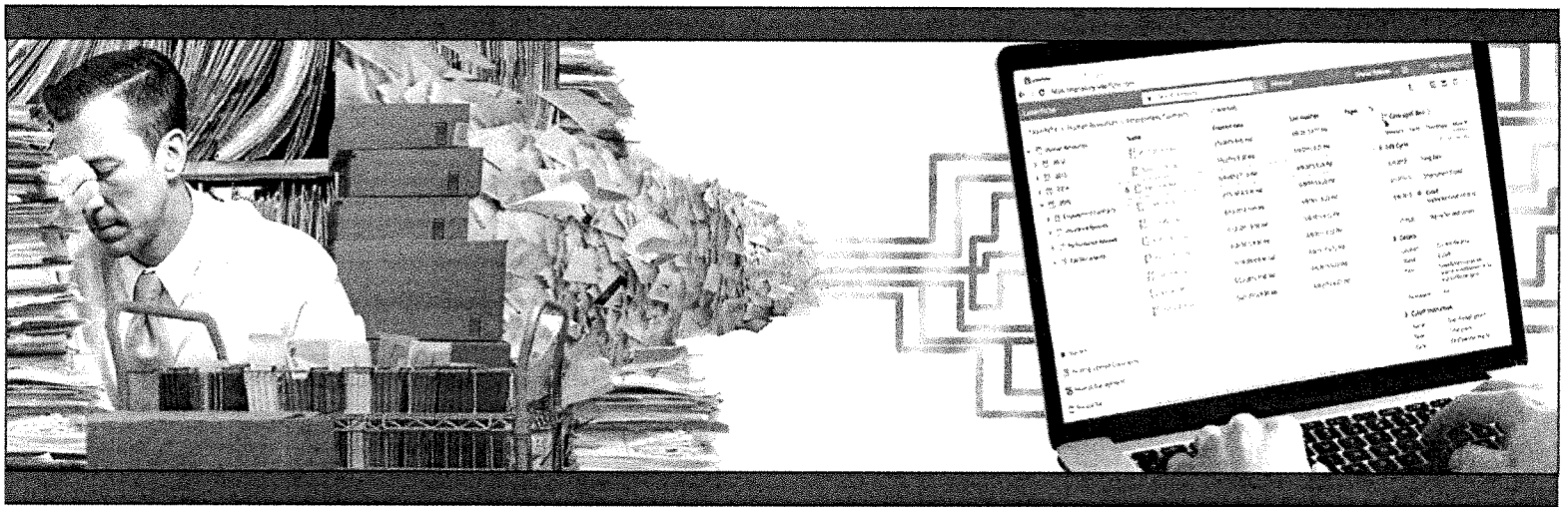


*The Town of Thompson is an equal opportunity provider and employer.*

# Town of Thompson Court, NY Book Scanning Project

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November 4, 2024



## *Document Management Solution* *Scanned Image Indexing and Processing Services*

Bruce Cadman  
Senior Solutions Account Executive  
Mobile: 518-441-6496  
[bcadman@icc-cds.com](mailto:bcadman@icc-cds.com)

## **DOCUMENT CONVERSION / PROJECT DELIVERABLES / INVESTMENT DETAIL**

### **DOCUMENT CONVERSION PROJECT**

Reference is made to the Document Scanning Proposal between eBizDocs and the **Town of Thompson Court, NY**.

### **PROJECT DELIVERABLES**

The following deliverables are included in your project pricing.

- The document conversion services associated with the project will be performed by eBizDocs,
- Upon completion of the scanning portion of the project by eBizDocs, eBizDocs will upload the image files to ICC-CDS, LLC.
- Once received from eBizDocs, ICC-CDS, LLC will process the images into Laserfiche Viewer format and upload same onto Laserfiche system, if owned.
- ICC-CDS, LLC is not responsible for the accuracy and quality of the images (e.g., black borders, skewed images, blurry images, non-legible images, etc.), or other errors on the scanning portion provided to ICC-CDS, LLC by eBizDocs.
- ICC-CDS will index documents exactly as they appear on the original documents unless otherwise stated. ICC-CDS is not responsible for inconsistencies throughout the index data (for example, where some street suffixes may be abbreviated while others are fully spelled out).
- Laserfiche Viewer formatted documents will be provided via secure FTP link. One (1) copy of the Laserfiche Viewer can be provided on removable media, upon request.

### **PROJECT MANAGEMENT AND OTHER SERVICES**

- Our charge includes project management and assumes that all the documents contained in this project will be imaged and provided by eBizDocs to ICC-CDS, LLC.
- Project Management will include job setup, creation of file structures and databases (as applicable) and Laserfiche Viewer containing images and data on removable media.
- Placement of the shipped documents in your repository will be performed as a courtesy service upon request.
- Schedule the placement of the documents into your Laserfiche repository by contacting our Laserfiche Helpdesk at - [LFSupport@icc-cds.com](mailto:LFSupport@icc-cds.com)



**INVESTMENT DETAIL**

Town of Thompson Court, NY				
	Est. of Images	Est. of Documents	Unit Price	Extended Price
<b>Document Keying/Indexing</b> on selected documents for population of template fields, creation of document naming and folder structure.		56		\$ -
<b>Data Processing/Upload services</b> on all records into Laserfiche, including applying templates and indexing to images, file naming and folder structure creation.	56,000			\$ 2,036.00
<b>Delivery Fee</b> per delivery for processing, copying, delivery and upload of backfile documents.		1	\$ 300.00	\$ 300.00
<b>Project Management and other related services</b> including job setup, creation of file structures and database (as applicable) and Laserfiche viewer containing images and data on removable media.				<i>Included in per-image price</i>
<b>Total Indexing, Processing/Upload Pricing:</b>				<b>\$ 2,336.00</b>

Our price is based upon the information set forth above and is valid for six months.

Document Type / Description	Est. of images	Est. of Documents
Court Books	56,000	56
Index Field(s)/Keying	title/description on each book cover	
Who is Keying/Indexing	eBizDocs	
Document Naming Convention	title/description on each book cover	
Document Organization (Folders)	TBD based on index fields	
OCR	Yes	
Comments / Special Instructions		

## AUTHORIZATION & AGREEMENT

The Town of Thompson Court, NY hereby agrees to the procedures outlined above, to ICC-CDS, LLC's Document Management Solution Terms & Conditions which are available at [ICC-CDS terms & conditions](#) and are incorporated herein by reference as they apply to this proposal, and authorizes ICC-CDS, LLC to proceed with the project.

### Payment Schedule:

ICC-CDS, LLC will invoice for processing services upon shipment of each batch of the scanned documents.

### Performance Schedule:

The project will be completed within 90 days of ICC-CDS, LLC's receipt from eBizDocs of all materials necessary to complete the project.

---

(Client please fill out) Invoice for this Project to be sent to:

Department: \_\_\_\_\_ Contact Name: \_\_\_\_\_

---

### TOWN OF THOMPSON COURT, NY

By: \_\_\_\_\_ In the Presence of: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

### ICC-CDS, LLC

By: \_\_\_\_\_ In the Presence of: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

### In order to authorize the project:

1. Sign the Proposal
2. Fax or email the Authorization & Agreement Section only to: [sales@icc-cds.com](mailto:sales@icc-cds.com) • fax (585) 328-8189
3. Mail the signed Proposal to ICC-CDS, LLC at: 781 Elmgrove Road • Rochester, NY 14624

Upon request, ICC-CDS, LLC can mail a signed copy of this agreement back to the Municipality for its records.



**Book Scanning Services  
for the  
Town of Thompson Court, NY**

**Submitted Date: October 17, 2024**

**Submitted By: Nick DeBenedetto  
Business Development Manager  
eBizDocs, Inc.  
(518) 456-1011  
[ndebenedetto@ebizdocs.com](mailto:ndebenedetto@ebizdocs.com)**

# Statement of Services

## Scope of Work

### 1.0 OBJECTIVE

The objective of this proposal is to provide preparation and scanning of the following files for the Town of Thompson Court, NY. The project will be converted in our Menands, New York production facility according to the requirements detailed in this Statement of Work. eBizDocs, Inc. (EBIZ) will work closely with the designated representatives from the Town of Thompson Court, NY (Thompson Court) throughout the term of this project to provide for a smooth, timely, confidential and successful partnership.

### 2.0 SUMMARY of CONTENTS

The following sections are included in this SOW:

- Production Contacts
- Pickup and Delivery
- Document Preparation
- Conversion Services
- Directory Naming
- Transmission of Images
- Image Retrievals
- Facility, Production and QC Overview
- Pricing Schedules

### 3.0 PRODUCTION CONTACTS

The conversion will be managed by a team consisting of the following EBIZ individuals, who will be responsible for completion of production activities.

- |   |                              |
|---|------------------------------|
| 1. Kara Heniges<br>(518) 456-1011 ext. 1020 | Project Manager              |
| 2. Ken Major<br>(518) 456-1011 ext. 1019    | Network Systems Analyst      |
| 3. Nick DeBenedetto<br>(518) 495-8655       | Business Development Manager |

### 4.0 PROJECT PICKUP AND DELIVERY SCHEDULES

Thompson Court will box all records for pick-up by EBIZ. Contents will be delivered to EBIZ's production facility in Menands, NY. Shipment dates, schedules and volume of boxes to be determined.

- All records must be placed in sturdy banker type/cardboard boxes
- No ripped or torn boxes will be accepted
- All boxes must be placed on the **first floor** for pickup

Based upon the supplied image volumes, on average, EBIZ anticipates the production time on a typical pick-up to be 120 to 180 days from the date of pick-up.

## **5.0 DOCUMENT PREPARATION**

Document preparation will be needed to unfold documents, remove staples, paperclips, and /or rubber bands from documents prior to scanning and will be completed by EBIZ. Taping of any torn paper would need to be completed by EBIZ to make the documents scan ready. Thompson Court has authorized EBIZ to cut the pages free from their bindings.

When cutting books, eBizDocs will attempt to not cut off any data from the page. However, if data is too close to the margin where the cut is, data loss may occur.

## **6.0 CONVERSION SERVICES**

- All book pages will be scanned to 300 DPI, black & white, PDF images on our state-of-the-art scanners
- Any additional record types, loose pages, folded pages, etc., found within the books will be scanned to 300 DPI, black & white, PDF images on our state-of-the-art scanners
- Book pages are duplex
- All records will be scanned in the order received
- Records do not contain mold
- Records have not been viewed by EBIZ and are expected to be in good condition
- Any non-scannable items will be set aside (i.e. CD/DVD's)

EBIZ is not able to improve the quality of a poor original. If poor quality originals are found, a "Best Image Available" document may be scanned prior to the original imaged document.

## **7.0 INDEXING/FILE NAMING**

EBIZ will index to the title/description found on each book cover.

## **8.0 TRANSMISSION OF IMAGES**

EBIZ will upload the images and index data to a secure portal for access to download.

## **9.0 IMAGE RETRIEVALS DURING PRODUCTION**

While the Records are at EBIZ during production, a process will be determined for easy access to the images when requested. Requests by Authorized Representatives can be made via email and delivered via email. Retrievals will be returned within a maximum of 3 business days (72 hours) from the receipt of the request and there is a charge of \$19.00 per retrieval plus the imaging fee.

Retrieval: One record pulled from one file = one retrieval. All FedEx, USPS, UPS, or other ground service costs incurred are not part of this pricing structure and will be billed accordingly.

## 10.0 SERVICE LEVEL AND RETENTION

All records will be destroyed per the following:

### Document Destruction Procedures

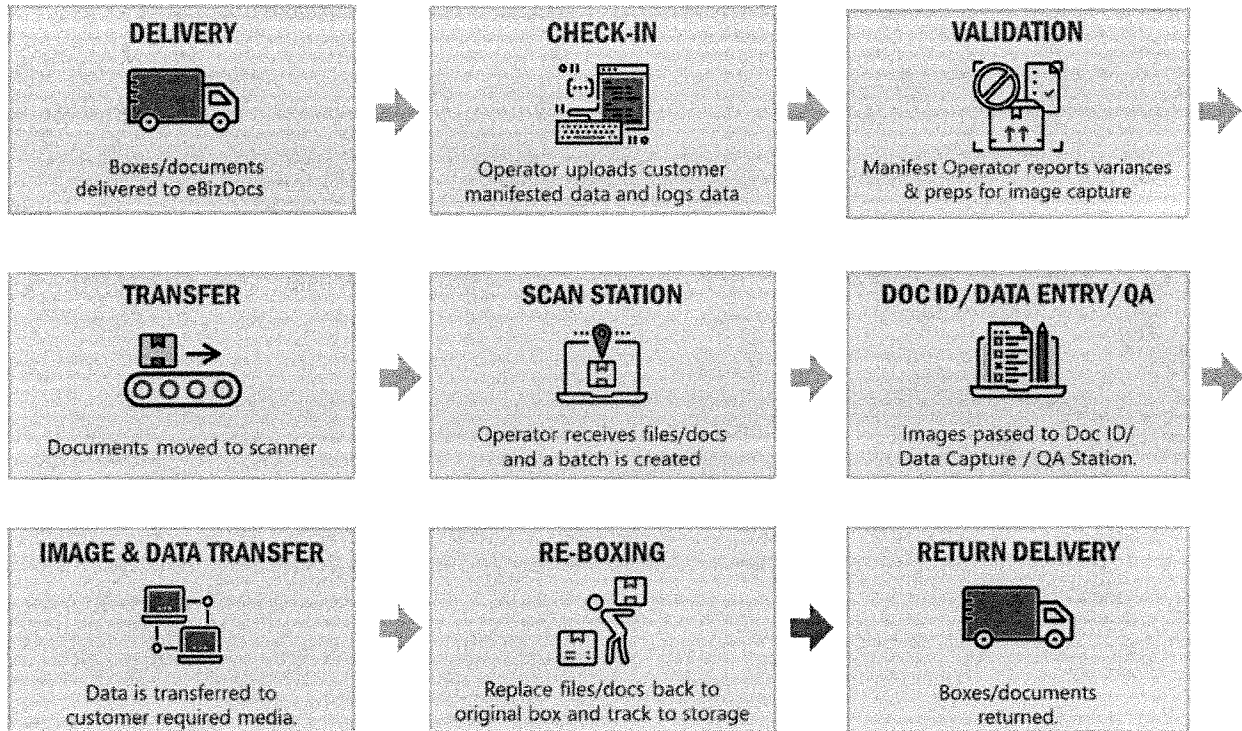
eBizDocs will take care of the secure shredding of the documents once they have gone through all the steps of the above-mentioned conversion process. Prior to shredding, there will be at least a 60-day lag between the delivery of the data to the shredding of those files. An Authorization of Destruction will be required to be signed prior to any shredding. A Certificate of Destruction will be provided after shredding is complete.

Any documents that should *not* be shredded must be identified and labeled accordingly by Thompson Court prior to pickup/delivery to EBIZ.

## 11.0 PRODUCTION PLANNING AND PROCESS CONTROL ACTIVITIES

The Production phase commences with the transfer of project knowledge from ramp up to production personnel through systematic training. A team of cross-functional personnel carries out the production activities. This team is dedicated to meet the customers' requirement in terms of quality, timeliness and other deliverables. The cross-functional team contains expertise for document preparation, conversion instruction, ramp up, software, and production planning activities.

The initial activity in the production phase is the creation of the project management - implementation plan that describes the quality objectives, the project deliverables, project schedules, resource requirements, training schedules, risk assessment, risk mitigation plans and individual responsibilities towards meeting the project targets and deliverables.



The following are examples of quality measures within the project:

#### **Document Preparation - Paper Audit (If warranted)**

- eBizDocs will insert a “File Level” barcode sheet as well as “Document Type” barcode labels on the various document types within the file.
- Paper files will be audited to validate the document preparation process is complete and accurate prior to being sent to the scanning area.

#### **Scanning – Attended Mode QC**

- Scan in “Attended Mode” to assure that the best quality image is rendered
- Visually inspects each image as it is captured and interrupt scanning if any issues that comprise image quality are detected such as double feeds, folded corners, light images, dark images etc.
- While attended mode scanning is slower than unattended scanning, it provides the first line of image quality control and avoids re-scanning documents.
- eBizDocs utilizes auto-blank page deletion when dropping the back side/page of a paper document with no content. This process is over 99% effective/accurate provided the backs are clean of smudges and darkened areas. With this process, backs with content will not be deleted but backs that have content, dark areas, or smudges will remain and be part of the image transfer stream.

#### **Image Clean-up Processes**

- Image processing includes de-skew, de-speckle, black border removal and crop.
- eBizDocs utilizes state-of-the-art production scanners and image processing technologies to render the best possible electronic document images comparable to the quality of the original documents.
- Set-up entails scanner adjustments to assure the accurate and complete capture of the documents.

#### **Post Scan Automated QC**

- QC steps are looking for a corrupt image, large image file size, etc.
- In addition other steps are typically introduced which may include manually review blank backs and delete.

#### **Post Scan Visual QC**

- After the automated QC has completed, a QC operator will perform visual QC of images and data prior to sending the batch to “Release”. This is a random effort after all errors in the process have been corrected.

#### **Workflow Quality Control**

- If discrepancies are found within a batch in a step of the conversion process, then the entire batch is directed to Quality Control Module and re-processed to correct identified issues.

#### **Post Release QC**

- An automated process is run against the batch to ensure all images and data have been written properly and none are corrupt.



## Pricing Elements as Applicable:

### Thompson Court - Book Scanning

Description	Est Books	Est Count	Per Item Calculator	Cost Per	Estimated Cost
Books Bound and Cut	56	56,000	Image	\$ 0.205	\$ 11,480.000
Indexing	56	840	Character	\$ 0.015	\$ 12.60
File Retrieval (3 Business Days)		10	Retrieval	\$ 19.000	\$ 190.00
Transportation (Per dropoff or pickup)	56	1	1 Way Trip	\$ 300.000	\$ 300.00
Shredding (4 books = 1 box)	56	14	1.2 cuft box	\$ 9.000	\$ 126.00

### *Estimated Sub-Total*

**\$12,108.60**

Optional Items					
				\$	-
Boxes-Bundle of 25		1	Bundle	\$ 87.500	\$ 87.50
Boxing of Files		1	Hour	\$ 35.000	\$ 35.00
Scanning Service Under 11" Wide		1	Image	\$ 0.105	\$ 0.11
Prep & Scan Over 11" Wide		1	Image	\$ 2.490	\$ 2.49
Books Bound		1	Image	\$ 0.890	\$ 0.89
Books Pinned		1	Image	\$ 0.410	\$ 0.41
Books Pinned-Reassembly		1	Image	\$ 0.050	\$ 0.05
Books Cropping Additional Images		1	Image	\$ 0.200	\$ 0.20
Roll Microfilm (Min \$40 per Roll)		1	Frame	\$ 0.540	\$ 0.54
Fiche		1	Sheet	\$ 3.450	\$ 3.45
Aperture Cards		1	Card	\$ 1.500	\$ 1.50
Reassembly		1	Hour	\$ 32.000	\$ 32.00
Optical Character Recognition (OCR)		1	Image	\$ 0.010	\$ 0.01

### Estimated Total w/ Optional Items Included

**\$ 12,272.75**

## **Estimated Cost of Project: \$12,272.75**

Note: Pricing is based on the document samples reviewed and outlined in this proposal. Other documents not described for these same and other departments may need review for valid pricing points.

EBIZ expects documents to be in orderly condition, not damaged by water or other contaminants, with easily identifiable index fields and light to medium prep of documents. If these conditions do not exist, boxes may be rejected, or price increase may apply.

Above is the complete list of services priced in this agreement. Other services required and not outlined in this enclosure should not be implied.

#8

# Monticello Joint Fire District

Commissioner  
Lindsay Wheat  
Chairman

23 Richardson Avenue  
Monticello, NY 12701  
(845) 794-6330

Commissioner  
Michael Bastone

Commissioner  
Dave Wells

Doreen Huebner  
Secretary

Lori McDowall  
Treasurer

Commissioner  
Jamie Ferriero

Commissioner  
Brian Monroe

December 11, 2024

William Rieber, Town of Thompson Supervisor  
Town of Thompson Town Council  
4052 State Route 42  
Monticello, NY 12701

## **RE: Cold Spring Road facility use**

Greetings,

The Monticello Joint Fire District is requesting the use of your facility on Cold Spring Road known as the "Old Town Barn" for upcoming training. MJFD is looking to bring a class called "Fire Behavior on the Inside," which is sponsored by the New York State Association of Fire Chiefs. This training requires an open area where several large sea containers are setup. These containers are used to provide realistic scenarios for firefighters to train in. At this time, we do not have a date, but are hoping we can accomplish this training in the Fall of 2025. Securing a location is the first step in bringing this training to the area. This training would be open to all fire departments in Sullivan County, as well as, our neighboring counties. This class has limited room and will be on a first come first serve basis. NYSAFC brings all the equipment needed for this training, except for a fire engine, which MJFD will provide that day. MJFD can provide you a certificate of liability upon request.

We appreciate your consideration of this request. If you have any further questions or requests, please feel free to contact us.

Best Regards,

Jon Wells  
MJFD Assistant Chief

Justin Mapes  
MTO MJFD

## Marilee Calhoun (Town of Thompson)

---

**From:** William J. Rieber, Jr. <supervisor@townofthompson.com>  
**Sent:** Thursday, December 12, 2024 11:15 AM  
**To:** Hayden Carnell; Marilee Calhoun  
**Subject:** FW: Cold Spring Rd Facility Use  
**Attachments:** Location request for training.doc; Untitled attachment 00078.txt

The MFD letter is attached.  
Bill

William J. Rieber, Jr.  
Supervisor  
Town of Thompson  
845-794-2500 Ext. 306  
845-794-8600 – Fax  
Email: supervisor@townofthompson.com  
Town of Thompson is an equal opportunity provider and employer.

-----Original Message-----

From: Jon Wells <jonnicki@gmail.com>  
Sent: Wednesday, December 11, 2024 3:54 PM  
To: Supervisor@townofthompson.com  
Subject: Cold Spring Rd Facility Use

Good afternoon Bill,  
Attached is a letter requesting the use of the facility on Cold Spring Rd. Glenn Somers recommended emailing you in hopes it could be added to next Tuesday's agenda.  
Best Regards,  
Jon Wells  
MFD Assistant Chief



#9  
B

**Marilee Calhoun (Town of Thompson)**

---

**From:** William J. Rieber, Jr. <supervisor@townofthompson.com>  
**Sent:** Tuesday, December 10, 2024 3:57 PM  
**To:** Marilee Calhoun  
**Subject:** FW: Sackett Lake WWTP Engineering Contract  
**Attachments:** Thompson (T) Sackett Lake Engineering Report Agreement.pdf  
  
**Importance:** High

for agenda

William J. Rieber, Jr.  
Supervisor  
Town of Thompson  
845-794-2500 Ext. 306  
845-794-8600 - Fax  
Email: supervisor@townofthompson.com  
Town of Thompson is an equal opportunity provider and employer.

-----Original Message-----

**From:** Helen Budrock <hbudrock@delawareengineering.com>  
**Sent:** Wednesday, November 27, 2024 10:53 AM  
**To:** Bill Rieber - Town of Thompson (supervisor@townofthompson.com) <supervisor@townofthompson.com>  
**Cc:** Mike Messenger <mmessenger@townofthompson.com>; marilee@townofthompson.com; Dave Ohman <dohman@delawareengineering.com>; Robert Chiappisi <rchiappisi@delawareengineering.com>; John Peterson <jpeterson@delawareengineering.com>  
**Subject:** FW: Sackett Lake WWTP Engineering Contract  
**Importance:** High

Bill:

Attached is a draft engineering services agreement for the WWTP evaluation for Sackett Lake. As you will recall, the Town issued an RFQ earlier this year and Delaware Engineering was selected to lead the project. We were asked to submit a formal cost proposal for the preparation of an engineering report designed to address with DEC compliance schedule, and also get the project listed on next year's IUP for possible funding. The DEC is requiring that the report be completed and submitted to them by April 1, 2025 and the project listing deadline for the FFY2025 IUP is May 30, 2025.

Please let me know if you have any questions. It is probably too late to get this on the agenda for the Town Board meeting next week, but perhaps we can shoot to get it on the agenda for the December 17th meeting so we can get started.

Let me know and Happy Thanksgiving!

Helen

[cid:image003.jpg@01DB40BA.95ED1940]

Helen Budrock, AICP

Senior Planner &

Grants Manager

548 Broadway | Monticello, NY 12701

845.791-7777 x121 (office) | 845.665.1468 (mobile)

[www.delawareengineering.com](http://www.delawareengineering.com)<<http://www.delawareengineering.com/>>

From: Robert Chiappisi <[rchiappisi@delawareengineering.com](mailto:rchiappisi@delawareengineering.com)>

Sent: Wednesday, November 27, 2024 9:21 AM

To: Helen Budrock <[hbudrock@delawareengineering.com](mailto:hbudrock@delawareengineering.com)>

Cc: John Peterson <[jpeterson@delawareengineering.com](mailto:jpeterson@delawareengineering.com)>; Dave Ohman <[dohman@delawareengineering.com](mailto:dohman@delawareengineering.com)>

Subject: RE: Sackett Lake Contract revised

Complete, signed and attached

## Marilee Calhoun (Town of Thompson)

---

**From:** William J. Rieber, Jr. <supervisor@townofthompson.com>  
**Sent:** Monday, December 9, 2024 4:08 PM  
**To:** 'Helen Budrock'  
**Cc:** 'Mike Messenger'; marilee@townofthompson.com; 'Dave Ohman'; 'Robert Chiappisi'; 'John Peterson'  
**Subject:** RE: Sackett Lake WWTP Engineering Contract

Yes, I will have it on the agenda for the 17th.

William J. Rieber, Jr.  
Supervisor  
Town of Thompson  
845-794-2500 Ext. 306  
845-794-8600 - Fax  
Email: supervisor@townofthompson.com  
Town of Thompson is an equal opportunity provider and employer.

-----Original Message-----

From: Helen Budrock <hbudrock@delawareengineering.com>  
Sent: Monday, December 9, 2024 11:39 AM  
To: Bill Rieber - Town of Thompson (supervisor@townofthompson.com) <supervisor@townofthompson.com>  
Cc: Mike Messenger <mmessenger@townofthompson.com>; marilee@townofthompson.com; Dave Ohman <dohman@delawareengineering.com>; Robert Chiappisi <rchiappisi@delawareengineering.com>; John Peterson <jpeterson@delawareengineering.com>  
Subject: RE: Sackett Lake WWTP Engineering Contract  
Importance: High

Hey, Bill. I'm just following up on loose ends this week. Can you confirm receipt of the attached engineering services agreement for the Sackett Lake WWTP evaluation? And also confirm that this will be on the agenda for the December 17th meeting?

If we are all set, please let me know if you have any questions or if you would like someone from DE to be present at the meeting.

Happy Monday,

Helen

[cid:image004.jpg@01DB4A2E.F672C7B0]

Helen Budrock, AICP  
Senior Planner &  
Grants Manager  
548 Broadway | Monticello, NY 12701  
845.791-7777 x121 (office) | 845.665.1468 (mobile)  
[www.delawareengineering.com](http://www.delawareengineering.com)<<http://www.delawareengineering.com/>>

From: Helen Budrock  
Sent: Wednesday, November 27, 2024 10:53 AM  
To: Bill Rieber - Town of Thompson  
(supervisor@townofthompson.com<mailto:supervisor@townofthompson.com>)  
supervisor@townofthompson.com<mailto:supervisor@townofthompson.com>  
Cc: Mike Messenger  
mmessenger@townofthompson.com<mailto:mmessenger@townofthompson.com>;  
marilee@townofthompson.com<mailto:marilee@townofthompson.com>; Dave Ohman  
<dohman@delawareengineering.com>; Robert Chiappisi <rchiappisi@delawareengineering.com>; John Peterson  
<jpeterson@delawareengineering.com>  
Subject: FW: Sackett Lake WWTP Engineering Contract  
Importance: High

Bill:

Attached is a draft engineering services agreement for the WWTP evaluation for Sackett Lake. As you will recall, the Town issued an RFQ earlier this year and Delaware Engineering was selected to lead the project. We were asked to submit a formal cost proposal for the preparation of an engineering report designed to address with DEC compliance schedule, and also get the project listed on next year's IUP for possible funding. The DEC is requiring that the report be completed and submitted to them by April 1, 2025 and the project listing deadline for the FFY2025 IUP is May 30, 2025.

Please let me know if you have any questions. It is probably too late to get this on the agenda for the Town Board meeting next week, but perhaps we can shoot to get it on the agenda for the December 17th meeting so we can get started.

Let me know and Happy Thanksgiving!

Helen

[cid:image003.jpg@01DB4A2E.BD196230]  
Helen Budrock, AICP  
Senior Planner &  
Grants Manager  
548 Broadway | Monticello, NY 12701  
845.791-7777 x121 (office) | 845.665.1468 (mobile)  
www.delawareengineering.com<http://www.delawareengineering.com/>

From: Robert Chiappisi  
<rchiappisi@delawareengineering.com<mailto:rchiappisi@delawareengineering.com>>  
Sent: Wednesday, November 27, 2024 9:21 AM  
To: Helen Budrock  
<hbudrock@delawareengineering.com<mailto:hbudrock@delawareengineering.com>>  
Cc: John Peterson  
<jpeterson@delawareengineering.com<mailto:jpeterson@delawareengineering.com>>; Dave Ohman  
<dohman@delawareengineering.com<mailto:dohman@delawareengineering.com>>



Subject: RE: Sackett Lake Contract revised

Complete, signed and attached



## DELAWARE ENGINEERING, D.P.C.

55 South Main Street  
Oneonta, New York 13820

Tel: 607.432.8073  
Fax: 607.432.0432

November 30, 2024

William J. Rieber, Jr.  
Town Supervisor  
Town of Thompson  
4052 Route 42  
Monticello, NY 12701

Re: Sackett Lake Wastewater Treatment Plant Improvements  
Sub: Professional Services Contract  
Engineering Report, Environmental Review (SEQR), Survey

Dear Supervisor Rieber:

Thank you once again for your selection of Delaware Engineering to assist with the planning, design and eventual construction of the improvements to the Sackett Lake wastewater treatment plant (WWTP). Enclosed for Town consideration is our contract proposal to provide initial planning services necessary for the preparation of an Engineering Report and completion of the environmental review for the WWTP upgrade project.

The Sackett Lake SPDES permit (#NY0030716) was renewed in April 2024 and included a reduction in the effluent limits for ammonia and total residual chlorine. As per the Schedule of Compliance included in the permit, by April 1, 2025 the Town is required to submit an approvable engineering report describing the “treatment alternatives and/or other control mechanisms that the Town will use to comply with the final effluent limitations”. The compliance deadline for the new permit limits is October 1, 2028.

The Sackett Lake wastewater treatment plant is over 50 years old and employs older, less robust treatment technologies than are currently available today. The Town has determined that compliance with the new lower chlorine residual limits should be made in consideration of an overall facility upgrade. A preliminary engineering evaluation conducted by Delaware Engineering identified a number of critical components of the treatment system that are passed their useful life, un-reliable and/or in a state of disrepair, and/or do not meet current applicable standards. As such, it is our understanding that the Town intends to further evaluate and develop a plan for a comprehensive upgrade to this facility. The engineering report will provide the rationale for the upgrades necessary to meet the updated SPDES permit mandates and for extending the WWTP’s useful life another 25-30 years.

**DELAWARE ENGINEERING, D.P.C.**

The engineering report will follow the NYS Environmental Facilities Corporation (EFC) Engineering Report Outline (Oct. 2024) for wastewater infrastructure projects and, in addition to the NYSDEC, this report will be submitted to the EFC allowing for the project to be included on the *Intended Use Plan* Annual List in FY 2026, the final year for funding eligibility under the Bipartisan Infrastructure Law (BIL).

Please review this proposal and advise our office of any desired changes. If all appears acceptable, please sign both of the enclosed copies and mail the second signed copy to our Oneonta office. Delaware appreciates this opportunity to continue serving the Thompson community and we look forward to continuing our collaboration with the Town.

**PROJECT BACKGROUND**

The 0.500 MGD Sackett Lake wastewater collection and treatment system serves the Sacket Lake Sewer District, comprised of approximately 637 parcels. The system was originally constructed, owned and operated by a private developer to serve a small residential development located approximately 4 miles southwest of Monticello, NY. The WWTP is now over 50 years old and approaching the end of its useful life. In addition, earlier this year the SPDES permit was renewed and included new effluent limits for ammonia and total residual chlorine. The new permit also included a Schedule of Compliance with the following deadlines:

<b>Compliance Action</b>	<b>Compliance Date</b>
Interim Progress Report - status update on the Engineering Report	01/01/ 2025
Submittal of an approvable Engineering Report that meets the requirements of the EFC/DEC Engineering Report Outline (Oct. 2024)	04/01/2025
Interim Progress Report - status update for the Design Documents	01/01/2026
Submission of Design Documents including a Basis of Design Report, Plans, Specifications, and Construction Schedule for the selected alternative that will ensure compliance with final effluent limitation(s) for Ammonia and Total Residual Chlorine.	04/01/2026
Interim Progress Reports - status update for Complete Construction.	01/01/2027 10/01/2027 07/01/2028
Construction Completion - provide a Certificate of Completion to the Department that confirms the project has been completed in accordance with the approved Design Documents	10/01/2028

The engineering report will examine the existing plant conditions, including current flow and loading data, and possible alternatives for achieving long-term permit compliance and plant reliability for the next 25-30 years. The report will provide the estimated construction, non-construction, and administrative costs associated with each feasible alternative and analyze the financial impact of each alternative to district rate payers.

**DELAWARE ENGINEERING, D.P.C.**

**SCOPE AND FEE SUMMARY**

We propose to complete the professional services detailed in this contract for a lump sum fee of **\$70,000**. The services and tasks described below are the minimum that will be required for the timely submission of an acceptable engineering report to the NYSDEC and NYSEFC. The deadline for submittal of the engineering report to NYSDEC is April 1, 2025 and the deadline for submitting a project listing form to NYSEFC is May 31, 2025. The breakdown of tasks and estimated cost for each is as follows:

Task 1 –Engineering Report Preparation	\$40,000
Task 2 – SEQR Coordinated Environmental Review	\$10,000
Sub-total Engineering	\$50,000
Subcontract Services	
Task 3 – Site Survey	\$20,000
Total Professional Services	\$70,000

A summary of the professional services tasks and a breakdown of costs is provided below.

**ASSUMPTIONS**

This contract is based on the following assumptions:

- To complete the engineering report, Delaware will hire a licensed NYS land surveyor to prepare a detailed survey of the buildings, facilities and grounds at the Sackett Lake wastewater treatment plant
- The engineering report will follow the NYSEFC engineering report outline (Oct 2024) included with this contract as Attachment A.
- The Town will schedule and hold public meetings as required for a coordinated environmental review (SEQR) with the Town Board acting as lead agency. It is anticipated that the proposed project will be classified as an Unlisted action.
- The Town will ensure that all required legal notices appear in the Town’s paper of record within the timeframes prescribed by NYS Law.
- Work is anticipated to commence upon signing of this contract and the final approvable engineering report will be submitted in time to ensure compliance with the SPDES permit schedule and that the project is listed on the 2025-2026 Clean Water State Revolving Fund Intended Use Plan (IUP) Annual List.
- The contract for this work was awarded to Delaware based upon a Request for Qualifications for Architectural/Engineering Services, in accordance with the procurement guidelines for SRF funded projects. Town anticipates reimbursement for the expense of this contract through the funding received for the design and construction of the facility upgrades.
- This contract does not include services associated with bonding the project (i.e., preparation of a Map, Plan, & Report) or the preparation and submittal of financing or grant

## **DELAWARE ENGINEERING, D.P.C.**

applications. Those services may be provided at a later date if desired, for an additional fee as a contract amendment.

### **SCOPE OF SERVICES**

Delaware will provide the following services:

- Task 1 – Engineering Report Preparation
- Task 2 – SEQR Coordinated Environmental Review
- Task 3 – Site Survey

#### **Task 1 – Engineering Report Preparation**

The engineering report will be prepared to reflect the Town's current priorities for the WWTP improvement project and will eventually be used to guide the process for completing the required 202b review, the bond authorization, and ultimately as the basis for applying for financing and possible grant funding. The Engineering Report shall conform to the requirements of NYSEFC's *Engineering Report Outline for NYS Wastewater Infrastructure Projects* – eff. October 1, 2024 which is included as Attachment A with this contract. Under this Task, Delaware will provide the following services:

- Conduct site visits to review WWTP conditions with WWTP staff
- Site survey the WWTP buildings, grounds and facilities
- Develop a comprehensive summary of upgrade work and prioritize improvements from highest priority/most urgent to lowest priority/least urgent
- Prepare an engineering report in compliance with NYSEFC requirements
- Review cost and priority work summary with the Town and agree upon a plan forward while considering the urgency/priority of work as well as the impact to rate payers
- Refine and finalize the Engineering Report with the Town to reflect the selected plan forward
- Submit a digital copy (.pdf format) of the Engineering Report to NYSEFC and NYSDEC for review
- Address up to one round of Town and/or regulatory agency comments and finalize the report
- Submit digital (.pdf format) final report to NYSDEC and NYSEFC and hard copies to the Town
- Prepare and submit project listing form and engineering report through the NYSEFC Project Listing and Update System (PLUS) online portal

#### Site Visits:

- To site – periodic
- To Town Board meetings – bi-monthly

## **DELAWARE ENGINEERING, D.P.C.**

### **Deliverables:**

- Engineering Report – Up to five (5) paper copies as well as a digital copy (.pdf format) of the original document and up to one (1) copy of the revised documents to the Town, if required.
- Digital submission (.pdf format) and up to three (3) paper copies of the original document to the NYSDEC and NYSEFC and up to one (1) copy of the revised document, if required.
- PLUS Form – copy of PLUS form in digital .pdf format to Town

### **SEQR Coordinated Environmental Review**

Under this task, Delaware will provide the following services to conduct a coordinated environmental review utilizing the Full Environmental Assessment Form (FEAF) in conformance with the requirements of the New York State Environmental Quality Review Act.

- Prepare a Full Environmental Assessment Form (FEAF) Part 1 for review and classification of the action by the Board
- Prepare a draft resolution for the Town to act as lead agency for the coordinated review of an Unlisted action
- Prepare and circulate SEQR meeting materials to all identified potentially involved agencies to establish lead agency and determine jurisdiction of other involved agencies
- Prepare documentation for a consultation project review with the NYS OPRHP/SHPO
- Prepare draft Parts 2 and 3 of the FEAF, as well as draft resolution for a determination of significance and submit to the Town for review
- Submit the final determination to the NYS Department of Environmental Conservation for publication in the *Environmental Notice Bulletin*.

### **Site Visits:**

- To Town Board meetings – bi-monthly or as needed to meet required deadlines

### **Deliverables:**

- Full Environmental Assessment Form Parts 1, 2, and 3 – up to eight (8) hard copies and a digital copy in .pdf format to the Town
- Supplemental Environmental Review materials – up to eight (8) hard copies and a digital copy in .pdf format to the Town

### **SUBCONTRACTS**

Subcontract services will be solicited from currently certified firms for the following work in order to seek compliance with NYSEFC 20% Minority and Women Owned Business Enterprises (MWBE) participation requirements.

### **Site Surveying**

Delaware will retain a licensed NYS land surveyor to perform field work and office services necessary to establish location and elevation information needed for the planning of the new treatment facilities.

**DELAWARE ENGINEERING, D.P.C.**

As a subcontractor to the Engineer, the surveyor shall provide surveying services in order to furnish CAD drawings, and planimetric and topographic information necessary for subsequent design of the wastewater treatment plant improvements.

Estimated fee for this subcontract is \$20,000, however, quotes for this service have not yet been received. As such, line items within our budget will be adjusted once all quotes are in hand.

**ANTICIPATED SCHEDULE**

Given the relatively short timeline for meeting the SPDES permit compliance schedule and listing this project on the 2025-26 Intended Use Plan, Delaware will need to commence work on this project soon after contract execution. The anticipated project schedule is as follows:

Contract Execution	December 2024
Site Survey	January 2025
Engineering Report Preparation	February – April 2025
Submittal to NYSDEC	April 1, 2025
Coordinated Environmental Review	April – May 2025
Completion of Project Listing Form	May 2025
Document Submittal to the NYSEFC	May 31, 2025

**COMPENSATION**

Our total contract compensation for these services is a lump sum cost of **\$70,000** to be invoiced monthly based on actual time and materials rendered. Payment shall be made to the Engineer within 30 calendar days of the date of invoice. Checks shall be forwarded to Delaware Engineering, D.P.C., 28 Madison Avenue Extension, Albany, NY 12203 Attention: Susan Olivares.

**ADDITIONAL SERVICES**

Additional services can be provided if deemed necessary and approved by the Town. Compensation for additional services can be negotiated as needed. Additional work will be approved by the Town prior to the execution of the additional tasks.

Services not indicated or included in the above-listed scope of services or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed. The 2024 Rate Schedule is included as Attachment B.

**STANDARD TERMS AND CONDITIONS**

The terms and conditions, attached hereto, would apply to the project contract and are the same as those in effect under current Town contracts (Attachment C).

**DELAWARE ENGINEERING, D.P.C.**

**SUPPLEMENTAL TERMS AND CONDITIONS**

Our proposal and fee include compliance with NYSEFC program requirements for non-construction contract provisions (eff. Oct. 1, 2023) which is included with this contract as Attachment D.


**ENDORSEMENT**

The following endorsement accepts the terms of this proposal and authorizes Delaware Engineering, D.P.C. to proceed with the work set forth above.

**(OWNER/CLIENT)**  
**TOWN OF THOMPSON, NY**

**(ENGINEER)**  
**DELAWARE ENGINEERING, D.P.C.**

By: \_\_\_\_\_  
(Signature)

By:  \_\_\_\_\_  
(Signature)

Print Name: William J. Rieber, Jr.

Print Name: Dave Ohman, P.E.

Title: Town Supervisor

Title: Principal

Date: \_\_\_\_\_

Date: November 30, 2024

**ATTACHMENTS**

Attachment A – NYSEFC Engineering Report Outline for NYS Wastewater Infrastructure Projects (eff. Oct. 1, 2024)

Attachment B – 2024 Rate Schedule

Attachment C – Standard Terms and Conditions

Attachment D – NYSEFC Standard Terms and Conditions for Non-construction Contracts



# **Attachment A**

**NYSEFC CWSRF Engineering Report Outline (Eff. October 1, 2024)**





**Environmental  
Facilities Corporation**

**Department of  
Environmental Conservation**

# Engineering Report Outline for New York State Wastewater Infrastructure Projects

October 1, 2024

For Projects to be Approved by the NYS Department of Environmental Conservation (DEC)  
and/or the NYS Environmental Facilities Corporation (EFC)

## I. Statement of Purpose

This document provides guidance on the requirements of an acceptable engineering report for wastewater infrastructure projects in New York State. This outline was created to promote the development of comprehensive engineering evaluations that can be used to make informed decisions about wastewater infrastructure. An engineering report is a final and comprehensive description of the water quality problem and the proposed solution including applicable design criteria and data supporting the solution. A report should evaluate potential solutions to the defined problem and clearly demonstrate that acceptable engineering principles were used in the evaluation, that the data supports the conclusions, and that the proposed solution has reasonable expectations of solving the water quality problem. A report must also present an estimate of the costs of the recommended alternative and a schedule for its implementation. Early project planning is critical to successful projects. The goal of the report is to provide the intended audiences—regulatory and permitting agencies, funding agencies, and governing bodies that must authorize the project—sufficient information to make an informed decision. This also allows the municipalities to prepare overall project plans that include the selection of contract type which impacts schedules, project costs and permitting.

Use of this outline will help to ensure that a submitted report satisfies Clean Water State Revolving Fund (CWSRF) and DEC programmatic and technical requirements. While it is intended that all the items in the outline must be considered for every project, the engineer's evaluation may determine that some elements of the outline do not apply to a project. Conversely, an engineering report may need additional information before it is deemed acceptable or approvable. DEC may also use this outline for Industrial and Private/Commercial/Institutional (PCI) projects. Allocate sufficient time for review, comment, comment resolution and approval.

## II. Engineering Report Preparation Standards

An engineering report shall be prepared, stamped, and signed by a qualified professional licensed to practice in New York State and developed in accordance with the latest editions of the following standards whenever practicable and as appropriate:

1. Recommended Standards for Wastewater Facilities - Policies for the Design, Review, and Approval of Plans and Specifications for Wastewater Collection and Treatment Facilities (commonly known as the Ten States Standards)<sup>1</sup>
2. Recommended Standards for Water Works
3. TR-16 Guides for the Design of Wastewater Treatment Works - New England Interstate Water Pollution Control Commission
4. New York State Stormwater Management Design Manual
5. New York State Design Standards for Intermediate Sized Wastewater Treatment Systems Statewide and Lake George Design Standards
6. [New York State Flood Risk Management Guidance for Implementation of the Community Risk and Resiliency Act \(CRRA\)](#)

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<sup>1</sup> 6NYCRR Part 750-2.10

7. American Water Works Association Manual M6, Water Meters – Selection, Installation, Testing, and Maintenance, Fifth Edition

In instances where the design engineer proposes a deviation from the standards listed above, the report must clearly explain and justify the deviation. In all cases, facilities must be designed to treat permitted flows and loads.

There may be components described in the applicable standards that are pertinent to a project and are not addressed in this outline. The engineer preparing the report must ensure that all applicable standards are addressed during the development of the report. See [Appendix D: Additional Considerations for Specific Technologies and Project Types](#) for further design guidance.

If the engineering report will be used to seek assistance from the following federal agencies, the engineering report may also need to comply with the latest edition of the Engineering Report Interagency Memo ([Bulletin 1780-2](#)): Department of Agriculture – Rural Development, Environmental Protection Agency, Department of Homeland Security, or Housing and Urban Development.

### III. Minimum Requirements for Environmental Facilities Corporation Funding

The primary functions of an engineering report are to identify an infrastructure or water quality problem, discuss various solutions and propose a capital improvement project to address the problem. The report also justifies the expenditure and, if being used to apply for funding, should satisfy requirements of the financing entity. To that end, any engineering report funded through the Engineering Planning Grant program, or used for funding projects through the EFC **must**:

- be current, meaning at the time of submission the report was prepared or updated no more than five years prior to the end of the current IUP period;
- be the final version, not a draft;
- be stamped and signed on the outside cover by a qualified professional licensed to practice in New York State;
- identify the problem and state a capital improvement project as the recommended solution;
- provide an alternatives analysis;
- provide an estimate of the total project cost;
- include or attach project location maps; and
- attach the completed engineering report certification.

**Please Note:** Reports that do not include all eight of these items by the listing deadline may not be listed on the Annual List in the CWSRF IUP. A project may receive CWSRF financial assistance in the IUP Period only if it is on the Annual List.

## IV. Engineering Report Outline - Table of Contents and Sections

Each engineering report should contain a Table of Contents, including page numbers. The Table of Contents below sets forth the basic outline of information necessary for the development of an engineering report. Please refer to the appropriate page number for details and guidance on each of the sections.

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## Cover

The cover of the engineering report should contain:

- A descriptive project title
- Name of the Owner/Municipality
- Applicable State Pollution Discharge Elimination System (SPDES) or Publicly Owned Sewer System (POSS) number
- Name of the engineering firm preparing the report
- Date of the report, including any revision dates
- Professional Engineer stamp and signature from a qualified P.E. licensed to practice in New York State and
- If funded by an Engineering Planning Grant, the EPG number and CWSRF project number, once listed

## Executive Summary

Provide a brief description of the purpose of the report, need for the project, evaluations conducted, recommended alternative, and proposed course of action.

## Project Background and History

### 1. Site Information

Describe the area(s) under consideration and include the following:

- Location
- Geologic conditions (soil type, depth to bedrock and groundwater, slope if significant)
- Environmental resources (potentially impacted waterbodies, aquifers, endangered species, wetlands, archeologically sensitive areas, agricultural districts, etc.) including any preliminary coordination with involved agencies
- Floodplain considerations<sup>2</sup> including identification of Base Flood Elevation for the site
- Project impacts to Potential Environmental Justice Area(s) (PEJA) and/or Disadvantaged Communities (DAC). The [DECinfo Locator](#) is a resource to identify these areas.

### 2. Ownership and Service Area

Describe the ownership of the facilities and area(s) being served or to be served. Include details of the following:

- Outside users
  - Discuss any existing/required inter-municipal/private/industrial agreements
- Industrial discharges or hauled waste (e.g., source, volume, composition)
- Population<sup>3</sup> trends and growth:
  - U.S. Census or other data (include sources) for the service area for at least the past twenty years or the Period of Probable Usefulness (PPU), if available. Reference the IUP to determine what year data should be used.

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<sup>2</sup> Floodplain considerations would also include consideration of CRRRA guidance referenced throughout this document. The full guidance document can be found [here](#).

<sup>3</sup> EFC uses population to determine the project category in the IUP when a project is listed.

- Discuss any planned or anticipated development.
- Establishment of Sewer Debt Responsibility:
  - Provide the population that is responsible for any debt service associated with the recommended project. This may include users in multiple municipalities.
  - If the population responsible for the debt service and operation/maintenance differ, identify the difference.
  - The debt service population can be provided as actual population responsible for the debt service or estimated from Equivalent Dwelling Units (EDUs).
  - If using EDUs, provide a table detailing EDU quantities by classification (residential, apartments, commercial, institutional, industrial, etc.). When converting the EDUs to population deduct vacant lots, industrial, and commercial properties.
  - Use an estimate of 2.5 residents per EDU
  - Provide backup documentation supporting the population served as appendices to the report (e.g., Intermunicipal Agreements (IMAs); excerpts from Sewer Use Law; tax bills; Map, Plan, and Report; etc.)

### 3. Existing Facilities and Present Condition

Provide overview of major system components and include the following:

- General description and history of major system components with process flow diagram
- Current or future projects on the same site
- State Pollutant Discharge Elimination System (SPDES) Permit conditions and effluent discharge limits. Include when the permit was last issued
- Current SPDES permit as an appendix to the report. Use the [DECinfo Locator](#), if needed
- Publicly Owned Sewer System (POSS) Identification Number, if applicable<sup>4</sup>
- Documented compliance issues (e.g., SPDES or other permit requirements, consent order, notice of violation, judicial order, EPA order) as an appendix to the report
- Design flows and waste loads (average and peak)
- Existing flows and waste loads from the last three years (average and peak)
- Analyses of production rates for processing and/or manufacturing operations (applicable to industry)
- Existing energy consumption (include energy audit results if available)
- Photographs
- History of damage due to storm or flood impacts (include elevation of floodwaters)

Describe each unit process being evaluated and its present condition. Include the following:

- Existing capacity, age, conveyance, treatment, storage, and/or disposal capabilities
- Past projects, significant operations and maintenance history, and preventative maintenance history
- Failure history and component limitations
- Ability to meet current design standards for treatment

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<sup>4</sup> POSS numbers can be found at <https://www.dec.ny.gov/fs/projects/sprtk/regismuni.xlsx>. For municipalities that operate and own both their collection system and treatment plant, the POSS Identification Number is the same as the SPDES Permit Number.



- Planned, current, or future improvements outside of the project scope
- Hydraulic capacity analysis of existing sewers where expansion or increased flow is proposed
- Security and/or Cybersecurity, if applicable to the system
- Inventory of existing assets, if available

#### 4. Definition of the Problem

Describe the need for the project. Include any reports, maps, photographs, or schematics as they relate to:

- Health, sanitation, security, and/or cybersecurity
- Short-lived asset need as supported by a Capital Improvement Plan
- Identify and summarize existing Asset Management Plans<sup>5</sup>. Highlight any project components that directly support plan priorities and specify their corresponding priority levels. Include the relevant plan as supporting documentation.
- Aging infrastructure
- Need for Redundancy
- Infiltration and inflow; CSO; SSO
  - Discuss Long Term Control Plan (LTCP) or Sewer System Evaluation Survey (SSES) requirements, as appropriate
- Reasonable growth and its impact on design flow rates (average, peak day, peak hour)
- County-wide or regional planning efforts
- Water, energy and/or waste considerations (include audits, if available)
- Suitability for continued use
- Physical risk due to climate change (sea level rise, storm surge, potential for flooding impacts, or other extreme weather event)
- Compliance with current standards (federal, state, and local laws)

#### 5. Financial Status<sup>6</sup>

Briefly provide information regarding sources of income, current rate schedules, other capital improvement programs, and status of existing debts and required reserve accounts. When developing the cost estimate for the project, identify the impact on current sewer rates (total increase/decrease to residential rates) or evaluate the cost per EDU and provide appropriate supporting documentation.

Identify whether the project area is contiguous or wholly within a census designated place (CDP). Include a map overlaying the project area and CDP boundary.

EFC utilizes the American Community Survey's five-year estimates published by the U.S. Census Bureau to determine an applicant's Median household Income (MHI). If the census data is not reflective of the area served by the project or the population responsible for the debt incurred for the project, an applicant may perform an Income Survey in accordance with EFC's [Hardship Policy](#).

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<sup>5</sup> Asset Management Plans must be developed in accordance with [DEC's Asset Management Guide](#)

<sup>6</sup> A more detailed financial profile of the municipality will be required by EFC as part of the Application for financial assistance. If this engineering report is to be utilized for other funding programs, more detailed financial information may be required by those programs.



## Alternatives Analysis

The report must include a comprehensive analysis of the following alternatives:

- No-action
- Repair or replacement versus new construction (as described in Appendix D)
- Green infrastructure for treatment of stormwater (including stormwater inflow into sewer systems)
- Regional consolidation opportunities
- Centralized versus decentralized (required for new systems), or a combination thereof (small cluster or individual systems)

Any alternatives considered technically infeasible should be identified as such and the rationale briefly discussed.

### 1. Description

Describe how each alternative will resolve the defined problem. Present the following information for each technically feasible alternative, as appropriate:

- Proposed preliminary design, design standards, sizing, and supporting calculations. Include runoff reduction volume calculations and site conditions for green infrastructure practices
- Impact on existing facility (design average and peak flows and loads)
- Outfall configuration concerns
- Land requirements
- Environmental impacts and mitigation measures
  - Potential State Environmental Quality Review (SEQR) concerns such as water quality and supply, noise levels, air quality, population growth, wetlands, floodplains, and other sensitive areas
  - Potential Impacts (negative or positive) on a PEJA or DAC
- Seasonal limits, challenges, and requirements
- Meet discharge permit requirements required by DEC whether they be existing requirements or new/proposed requirements. Note: It's important to engage the Regional Permit Administrator (RPA) early in the review of the project to ensure a timely coordinated review is done. Please contact NYSDEC to discuss the status of your SPDES permit and the potential need for permit review. If the project scope involves any of the following, a revised/modified SPDES permit and other necessary permits and/or approvals may be required by DEC before approval of design documents or construction can begin. Please include submittal of a full permit application (NY-2A) and time for permit review/issuance in your project schedule giving due consideration to the number and complexity of the permits and approvals needed:
  - Increase in flow or expansion of treatment facility
  - Change to the treatment process
  - Change in outfall location or design
  - Increase or alter the content of the wastes discharged (physical, chemical, or biological)

- Nitrogen reduction treatment strategies, in accordance with New York State Environmental Conservation Law § 17-0809(3), for facilities/outfalls located within
  - the Long Island [Special Groundwater Protection Areas \(SGPA\)](#), OR
  - ten-year time of travel to surface freshwater or marine waters on Long Island.
- Identify the water and energy efficiency measures used
  - Efficient water use, reuse, recapture, and conservation, and energy-efficient design, and/or renewable generation of energy
  - Energy efficiency in accordance with [Appendix A](#) – Energy Efficiency Best Practices, Table 1: NYSERDA Summary of Baseline Standard Practices and Energy Efficient Designs - Wastewater Sector
- Demonstrate consideration for future physical climate risks (sea-level rise, storm surge, potential for flooding impacts, or other extreme weather event)<sup>7</sup> and discuss any measures being undertaken to increase the resiliency of the facility.
- Security and/or cybersecurity
- Constructability and schedule (account for seasonal limitations)

## 2. Cost Estimate

- Total project cost with construction costs, non-construction costs and contingency separately stated
  - The cost estimate must comprehensively cover all elements and phases of the recommended project.
  - Include a detailed breakdown of construction and equipment costs and provide quantities where applicable (e.g., linear feet, diameter, square feet).
  - Non-construction may include land/easement acquisition, legal, engineering, construction management, financial advisor, grant/loan administrator, etc.
  - EFC suggests Total Project Contingencies of 35% for projects without completed design; 25% if design is complete; and 15% after bids are received, inclusive of inflation.
- Annual operation and maintenance (O&M) cost considering personnel, administration, water purchase or waste treatment costs, insurance, energy cost (fuel or electric), process chemical, monitoring and testing, short-lived asset maintenance and replacement (see [Appendix B](#): Examples of Short-Lived Assets), professional services, and residuals disposal. Include any income from energy generation or outside revenue.
- Indicate the change in annual O&M from current budget.
- Calculate the average annual cost per user/EDU after deducting awarded grant funding.

## 3. Non-Monetary Factors

Include discussion of all relevant non-monetary factors such as increased recreational opportunities, increased local employment, aesthetics, improved habitat, reduced carbon footprint, climate resiliency, standardization, personnel impacts, permit issues, community objections, or wetland relocation.

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<sup>7</sup> Storm and flood resiliency would also include consideration of CRRRA guidance referenced throughout this document. The full guidance document can be found [here](#).



## Summary and Comparison of Alternatives

Provide a summary table of all technically feasible alternatives identifying any major differences, pros and cons, non-monetary factors, and costs.

- Provide a summary life-cycle cost analysis for all technically feasible alternatives. A comprehensive life-cycle cost analysis may be warranted for projects involving new infrastructure technologies. This analysis should convert capital, O&M, short-lived assets, and salvage costs to present worth values. State the time period and the interest rate used in the evaluation.
- Provide a comparison of current cost per user/EDU and each alternative's impact to sewer rates
- If the project objective is primarily energy efficiency, the payback period should be calculated and compared for each alternative ([Appendix A: Energy Efficiency Best Practices](#), Table 2: Example Payback Period Calculation).
- For projects involving stormwater, including stormwater inflow to sanitary or combined sewer systems, a justification and cost analysis must be provided if a green infrastructure component is not part of the recommended alternative.

## Recommended Alternative

Identify the recommended alternative and include:

- 1) Basis of Selection
  - a) Prioritization of recommendations (e.g., which sewersheds are critical to be repaired first). Consider vulnerability, risk analysis, and cost-effectiveness.
  - b) Justification of why certain alternatives were not selected.
- 2) Cost Estimate and proposed annual cost per user/EDU
- 3) Project Schedule
  - a) Include time for review/issuance of any necessary SPDES permit modifications and any other necessary permits and/or approvals before approval of design
- 4) Next Steps
  - a) Include descriptions of planned community engagement
  - b) Discuss expected SEQR Review
  - c) Engage the RPA early in the review of the project to be sure a coordinated review is done, if needed, and review/issuance of any other necessary permits and/or approvals
  - d) Discuss anticipated procurement methods and plan of contracts (e.g., design/bid/build, energy performance contract, Project Labor Agreement, Wicks, design/build, etc.)
  - e) Attach signed Engineering Report Certification, if seeking funds through EFC ([Appendix C](#))

## Maps & Figures

Provide a series of maps, drawings, and/or figures that details information regarding the site, the project, and its impacts. For each figure, overlay with applicable information such as municipal boundaries, floodplain and/or resiliency guideline elevations, topography, and PEJA and DAC areas. Include necessary map elements including, but not limited to, a north arrow, legend, and scale.

1. Overall service area
  - a. Service area boundaries

- b. Outfalls
- c. Pump stations
- d. Treatment plant(s)
- 2. Existing project site
  - a. Site layout/overall schematic drawing
  - b. Hydraulic profile
  - c. Process flow diagram
- 3. Proposed improvements for each alternative
  - a. Sewer lines (Identify type of improvement: new, repair, replace, line, etc.)
  - b. Manholes
  - c. Pump stations
  - d. Treatment plant site(s)
  - e. Outfall modifications
  - f. Hydraulic profile
  - g. Process flow diagram

## Appendix A: Energy Efficiency Best Practices

New York State Energy Research and Development Authority (NYSERDA) has studied the energy usage for the wastewater treatment sector and identified certain practices and technologies that achieve performance and treatment requirements while also reducing the consumption of energy. These practices and technologies are identified in the NYSERDA Water and Wastewater Energy Management – Best Practices Handbook – March 2019 and are summarized on the following page.

DEC and EFC endorse the reduction of energy usage. The cost savings from employing these technologies generally outweigh the initial cost. As such, it is expected that engineering reports address the feasibility of employing energy reduction technologies identified by NYSERDA. If the selected option within an engineering report does not employ the preferred technology (or a technology that provides greater energy efficiency) identified by NYSERDA, the report should provide justification for not selecting the more energy efficient alternative.

**Table 1: NYSERDA Summary of Baseline Standard Practices and Energy Efficient Designs  
 Wastewater Sector**

Operation Process	Standard Practice	Typical Energy Efficiency Measures*
Influent Pumping	On/Off Level Control and Standard or High Efficiency Motors	VFD with Control Loop; Premium or Super Premium Efficiency Motors; Multiple Pumps to Match Actual Flow Conditions
Primary Treatment	Standard or High Efficiency Motors; Timers on Sludge Draw-off	Premium or Super Premium Efficiency Motors; VFDs on Sludge Draw-off; Chemically Enhanced Primary Settling
Secondary Treatment	Standard or High Efficiency Motors	Premium or Super Premium Efficiency Motors; Automatic Controls
Fixed Film	Standard or High Efficiency Motors	Premium or Super Premium Efficiency Motors; Flow Control/VFDs on Recycle
Mechanical Aeration	Standard or High Efficiency Motors	Premium or Super Premium Efficiency Motors; Level Control on Effluent Weir; Blowers with Diffuser System; Multi-Speed Motors or VFDs
Diffuser System	Coarse or Medium Bubble Aeration	Fine or Ultra Fine Bubble Diffusers; Fine or Ultra Fine Bubble Diffusers with Mixers (Used Under Mixing Limited Conditions)
Aeration Blowers	Multi-Stage Centrifugal Blowers with Standard or High Efficiency Motors	Premium or Super Premium Efficiency Motors; Inlet Flow Control; Single-Stage Centrifugal Blowers with VFD or Turbo Blowers
Aeration Blowers	Positive Displacement Blowers with Standard or High Efficiency Motors	Premium or Super Premium Efficiency Motors; VFDs; Single-Stage Centrifugal Blowers with VFD or Turbo Blowers
DO Control	Manual handheld DO Monitoring with Manual Adjustment	VFDs with DO or Pressure Control Loop; Start/ Stop Blowers; Control Airflow and Output
WAS/RAS Pumps	Timed Operation and Standard or High Efficiency Motors	VFD with Control Loop; Premium or Super Premium Efficiency Motors
Tertiary Treatment	Flow Control Valves and Standard or High Efficiency Motors	VFD with Control Loop; Premium or Super Premium Efficiency Motors
UV Disinfection	Medium Pressure UV Lamps	Low Pressure High Output Lamp Technology or Hybrid (Fewer Lamps, Low Power) Technology with Dimming Capability; Dose Pacing
Effluent Pumping	On/Off Level Control; Flow Control Valves and Standard or High Efficiency Motors	VFD with Control Loop; Premium or Super Premium Efficiency Motors; Multiple Pumps to Match Actual Flow Conditions
Sludge Processing	Standard or High Efficiency Motors	Premium or Super Premium Efficiency Motors and VFDs, Where Appropriate
Anaerobic Digesters Mixers	Gas Mixing, Hydraulic Sludge Mixing, Mechanical Mixing Technologies	Large Bubble Compressed Biogas, Pumps with VFDs, Vertical Linear Mixers
Plant Water System	Constant Speed Pumps; System-wide Pressure	VFD with Pressure Control; Booster Pumps at Specific Processes
Building Systems	Building Energy Code Compliant	Lighting, HVAC, etc. More Efficient than Building Energy Code
Distributed Renewable Generation	None	Incorporation of Renewable Distributed Generation Assets

\*Typical Energy Efficiency Measures were developed for standard conditions and run times. Actual recommendations are evaluated on a case-by-case basis.



The payback period should be calculated for energy efficient practices included in the recommended alternative and compared to the expected useful life of the equipment. If the project objective is primarily for energy efficiency, the payback period should be calculated for each alternative.

Table 2: Example Payback Period Calculation

Operation/Process: <b>Aeration Blowers</b>	<b>Baseline/Existing Standard Practice</b>	<b>Energy Efficiency Practice</b>
Annual Electric Use (kWh/yr.)	2,000,000	750,000
Annual Energy Cost (\$)	\$200,000	\$75,000
Estimated Construction Cost	\$1,000,000	\$1,200,000
Annual Electric Savings (kWh/yr.)		1,250,000
Annual Energy Savings (\$/yr.)		\$125,000
Energy Savings (%)		62.5%
Incremental Cost Increase (\$)		\$200,000
Simple Payback (SPB) of Incremental Cost (yr)		1.6
Expected Useful Life of Component (yr)		15

Payback Period

$$= \frac{(\text{incremental cost of EE measure}[\$] + \text{incremental O\&M cost of EE measure}[\$])}{\text{Energy Savings } [\$/\text{yr}]}$$

## Appendix B: Examples of Short-Lived Assets

The United States Department of Agriculture (USDA) defines short-lived assets as equipment/assets which are not daily/weekly/monthly O&M type items. The time frame for these items has been established in three periods: 0-5 years, 5-10 years, 10-15 years. Some typical short-lived asset items and their time periods are provided in Table 3 and additional short-lived asset examples are provided in Table 4.

Table 3: USDA Short-Lived Asset Time Periods

Short-Lived Assets			
Asset	Years		
	5	10	15
Pumps (years depends on type)	x	x	x
Meters			
Individual	x	x	
Master		x	
Tank Painting			x
Control Valves	x	x	
Disinfection Equipment	x	x	
Computer Equipment/Software	x		
Control Equipment	x		
Gauges		x	
Transmitters		x	
Sensors		x	
Power &/or Specialty Equipment			x
Vehicles		x	
Lab Equipment	x		
Tools	x		
Emergency Generator			x
Tank Cathodic Protection Replacement		x	
Filter Media Replacement			x

Table 4: Treatment Related vs. Collection System Related

Treatment Related	Collection System Related
Pump Motors	Pump Motors
Membrane Filter Fibers	Trash Racks/Bar Screens
Field & Process Instrumentation Equipment	Sewer Line Rodding Equipment
UV Lamps	Air Compressors
Centrifuges	Vaults, Lids & Access Hatches
Aeration Blowers	Security Devices & Fencing
Aeration Diffusers & Nozzles	Alarms & Telemetry
Trickling Filters, RBC's, etc.	Chemical Leak Detection Equipment
Belt Presses & Driers	
Sludge Collecting & Dewatering Equipment	
Pressure Transducers	
Chemical Leak Detection Equipment	



## Appendix C: Engineering Report Certification *(Required for EFC financial assistance)*

## **Engineering Report Certification**

To Be Provided by the Professional Engineer Preparing the Report

During the preparation of this Engineering Report, I have studied and evaluated the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed project or activity for which assistance is being sought from the New York State Clean Water State Revolving Fund. In my professional opinion, I have recommended for selection, to the maximum extent practicable, a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, taking into account the cost of constructing the project or activity, the cost of operating and maintaining the project or activity over the life of the project or activity, and the cost of replacing the project and activity.

**Title of Engineering Report:**

**Date of Report:**

**Professional Engineer's Name:**

**Signature:**

**Date:**

## Appendix D: Additional Considerations for Specific Technologies and Project Types

If a report is evaluating any of the following project types, please include the appropriate considerations within the report. This is not a comprehensive list, nor will all considerations apply in every case. These are common considerations to assist in the preparation and review of engineering reports. See the [Engineering Report Preparation Standards](#) section for additional guidance.

### Collection/Conveyance

#### 1. New Collection System

- Consider local sewer use laws and ordinances. Determine if they need to be modified or amended.
- Describe the methodology used to estimate flow rates and capacity of the new system based on the proposed service area.
- Discuss relevant environmental and site considerations, such as wetlands, shallow bedrock, and environmentally sensitive areas.
- Discuss ownership (e.g., sewage works corporations) of the proposed system and whether easements or land acquisition will be required.
- Evaluate decentralized alternatives.
- Provide assurance from the affected community that the existing population will connect to the system within a reasonable time following project completion.
- Include documentation that the receiving community has appropriate capacity.
- Review and discuss relevant IMAs. Verify they are valid and binding.
- Evaluate technically feasible collection system alternatives, including, but not limited to, gravity sewer, low-pressure sewer, and septic tank effluent systems, as applicable.

#### 2. Sanitary Sewer System Evaluations and Infiltration and Inflow Reports

- Compare dry and wet weather flows.
- Consider local sewer use laws and ordinances. Determine if they need to be modified or amended.
- Consider peak infiltration, peaking factors, peak inflow rates, total yearly infiltration, and total yearly inflow.
- Discuss
  - Asset Management Program implementation and risk assessment of critical infrastructure.
  - Average low groundwater infiltration.
  - Determination of rainfall/inflow volume relationship.
  - Identified storm/sanitary sewer cross connections from building inspections and/or surveys as sources of inflow.
  - Monitoring of groundwater and precipitation.
- Evaluate repair versus replacement and different construction techniques as applicable (e.g. pipe lining, pipe bursting, open cut replacement, directional boring, etc.).
- If there are documented CSOs or SSOs in the system, demonstrate how the project will eliminate or reduce frequency and volume of overflow events.
- Include recommendations for further studies of infiltration and inflow sources.
- Include sewer capacity analysis and modeling that demonstrates adequate capacity of the project design.

- Provide a summary of results for any flow monitoring, manhole inspection, TV inspection, and smoke or dye testing in the collection system.
- Provide an inventory of existing system relevant to project scope.
- Review and discuss relevant IMAs. Verify they are valid and binding.

## Treatment Works

### 1. New Treatment Plants

- A thorough evaluation of potential sites should be conducted to identify the most suitable location. The report must recommend a final site location.
- Discuss potential permit limits with DEC and provide a summary in the report. These limits are specific to the chosen site and should not be based on estimates from neighboring facilities or regional averages.
- The plant design must be aligned with the DEC-issued permit limits to ensure compliance and minimize environmental impact.

### 2. Disinfection

All disinfection technologies shall consider the process influent bacteria count, the target organisms, treatment dosage, permit conditions, process influent TSS concentrations, and redundancy requirements.

- Chlorination/Dechlorination
  - Discuss the choice of chlorination method considering wastewater flow rates, receiving waterbody characteristics, application and demand rates, pH of wastewater, cost of equipment, chemical availability, required maintenance, and safety concerns.
  - Discuss the design of the system including sizing of feed equipment, chemical storage, type of feed system, mixing point and residual time.
  - If dechlorination is required, discuss where the chemicals will be applied and the required contact period.
- Ultraviolet (UV) Disinfection
  - Ensure that UV systems can provide the minimum UV dose at the point of disinfection at design average and peak flows necessary to comply with a facility's permit.
  - In determining the design dose, particle size distribution, hardness, and transmittance (UVT) should be considered. Include test results as an appendix to the report.
  - Perform a transmittance study covering weekdays, weekends, and summer months if possible.
    - Use 254 nm wavelength for testing if designing a low-pressure UV disinfection system.
    - Measure transmittance for multiple wavelengths between 200-400 nm if medium-pressure UV lamps are under consideration.
- When there is a choice between disinfection methods, provide life-cycle cost analyses of each option.

### 3. Innovative Systems

- Cite references from peer-reviewed literature to support the effectiveness of the technology and the validity of the design calculations.
- Explain any new staff training that may be required with the system.
- Provide a thorough description of the system's operation and maintenance requirements. Consider any weaknesses/sensitivities of the innovative technology and explain how they would be accommodated.

- Provide case studies or operating data from existing installations demonstrating the effectiveness of the technology for similar waste streams in a similar climate.
- Provide design calculations for all constituents the innovative system is expected to treat.
- Provide the manufacturer's sizing and design information for review.

#### 4. Nutrient Removal

- Analyze and compare multiple alternatives for nutrient removal.
- Nitrogen Removal
  - Compare methods of nitrification and/or denitrification. Thoroughly describe the method chosen, process flow rates, and recycling flow rates.
- Phosphorus Removal
  - Compare biological methods and physical/chemical methods.
  - Conduct pilot tests and provide the results.
  - Describe effect on sludge handling, disposal, and cost.
  - Describe effects on disinfection rate.
  - Provide a comparison of filter technologies.
  - Provide a comparison of water treatment chemicals (WTC) and potential for toxicity.

#### 5. Secondary Treatment

- Define the treatment objectives and outline how the chosen technology most efficiently and effectively meets those goals.
- If a standard treatment process is not being proposed, justify why (e.g., no flow equalization provided).
- If the preliminary and primary treatment are pre-designed into a package plant, demonstrate that adequate volume and dimensioning for grit removal, solids separation and solids storage are provided.
- Provide flow equalization for all treatment modes except for septic tanks, single-pass sand filters, and lagoons.
- Analyze and compare multiple alternatives for secondary treatment as applicable.

#### 6. Sludge Handling and Disposal

- Discuss alternative technologies of treating the sludge onsite as well as hauling sludge elsewhere.
- Discuss how potential odor or other environmental problems have been considered.
- Discuss the magnitude of additional loadings from nutrient removal and treatment.
- Present the results of any testing done to determine sludge volume and characteristics.
- Provide adequate sludge treatment for the method of final disposal selected
- Sludge digestion:
  - Provide volume requirements, mixing requirements, gas collection, air requirements, and supernatant collection.
  - Analyze and compare aerobic versus anaerobic digestion processes as applicable.
- Thickeners: Present comparison of technologies. Include design parameters such as tank size and polymer additions.
- For applicable projects, provide an overall life-cycle analysis of different feasible sludge handling and disposal alternatives that includes sludge holding, thickening, digestion, dewatering, and disposal. Include regionalization of services where appropriate and feasible.

## Processes and Technologies for Non-Publicly Owned Treatment Works Elements

### 1. Decentralized Wastewater Systems

- Evaluate the following systems: septic tanks and drain fields, small-diameter sewers, cluster systems, pressure or vacuum sewers, privately owned individual systems (e.g., PCI facilities).

### 2. Reuse/Land Application Treatment

- Consider frozen and/or saturated soil impacts. Identify storage needs.
- Consider distances to and impacts on local drinking water wells and surface waters.
- Consider quantity and location of any monitoring wells (upgradient and downgradient).
- Describe the level of (pre-) treatment prior to land application.
- Evaluate sampling plan(s).
- Evaluate the potential land treatment site: land use area, USDA NRCS Soil Classification, presence of fill or disturbed soil, acceptable geology, identification of vegetation, description of topography, description of surface and ground water hydrology, consideration of application methods and rates (volume and loading).
- Provide results of any boring logs, percolation tests, infiltration tests, or other subsurface investigations.
- Recognize that applying wastewater to the land is not considered reuse unless it is for irrigation.

### 3. Stormwater

- Compare gray versus green alternatives for stormwater management.
- Depict the stormwater flow path and areas of stormwater permit coverage (if available/appropriate).
- Discuss reduction in stormwater volume and possible impacts on CSOs or SSOs achieved by infiltration, groundwater recharge, harvest and reuse, recycle, and evaporation/evapotranspiration through the use of green infrastructure techniques as a standard practice.
- Evaluate the need for stormwater permit coverage.
- For green infrastructure methods, include the following:
  - Current land use
  - Depth to bedrock (for infiltrating practices)
  - Depth to water table (for infiltrating practices)
  - Discussion of any other site considerations (e.g., wetlands, flood-plain elevations, brownfield remediation)
  - Results of any boring logs, infiltration tests, or other subsurface investigations (for infiltrating practices)
  - USGS Soil Classification (for infiltrating practices).



Flood Risk Evaluation

1. Determine Base Flood Elevation (BFE)
  - Federal Emergency Management Agency (FEMA) issues flood insurance rate maps (FIRMs) that identify the 1-percent annual chance flood, also known as the base flood elevation (BFE)
  - If observed flood levels from past events surpass the BFE, historical flood levels should be used as the BFE.
2. Freeboard Adjustment
  - Non-critical equipment should be designed at least 2 feet above the BFE and corresponding horizontal floodplain.
  - Critical equipment<sup>8</sup> should be designed at least 3 feet above BFE, or the 500-year flood plain whichever is more restrictive.
3. Sea-level Rise Adjustment
  - Use a relevant sea-level rise mapper to determine if a project site is within six feet of sea level rise by 2100. If the project is within six feet of sea level rise, use Table 5 to quantify the adjustment.
  - Determine the rate of rise by adding the project’s PPU to the estimated construction completion year.
  - Non-critical equipment should be designed to the medium sea-level rise projection.
  - Critical equipment should be designed to the high sea-level rise projection.

**Table 5: NYCRR Part 490 Projected Sea Level Rise**  
 (INCHES OF RISE RELATIVE TO 2000 2004 BASELINE)  
 ADOPTED FEBRUARY 22, 2017, AMENDED SEPTEMBER 2024

Rate of Rise (in)	Low	Low medium	Medium	High medium	High
<b>Region</b>	<b>Mid-Hudson<sup>9</sup></b>				
2030s	5	7	8	10	12
2050s	11	12	14	17	21
2080s	18	21	26	35	41
2100	21	25	32	46	60
2150	32	41	52	82	171
<b>Region</b>	<b>New York City/Lower Hudson<sup>10</sup></b>				
2030s	6	7	9	11	13
2050s	12	14	16	19	23
2080s	21	25	30	39	45
2100	25	30	36	50	65
2150	38	47	59	89	177
<b>Region</b>	<b>Long Island<sup>11</sup></b>				
2030s	7	8	10	12	14
2050s	13	15	18	21	25
2080s	23	26	32	41	48
2100	27	32	39	54	69
2150	42	50	63	94	185

<sup>8</sup> Critical equipment is defined in TR-16 Section 1.2.1h

<sup>9</sup> The main stem of the Hudson River, from the federal dam at Troy to the mouth of Rondout Creek at Kingston, NY.

<sup>10</sup> The main stem of the Hudson River, south from the mouth of Rondout Creek at Kingston and the marine coast of the five boroughs of New York City and the Long Island Sound in Westchester County.

<sup>11</sup> The marine coast of Nassau and Suffolk counties.

- Guideline Elevations: The guideline elevation is the summation of the BFE and applicable freeboard and sea-level rise adjustments, as shown in Figure 1.

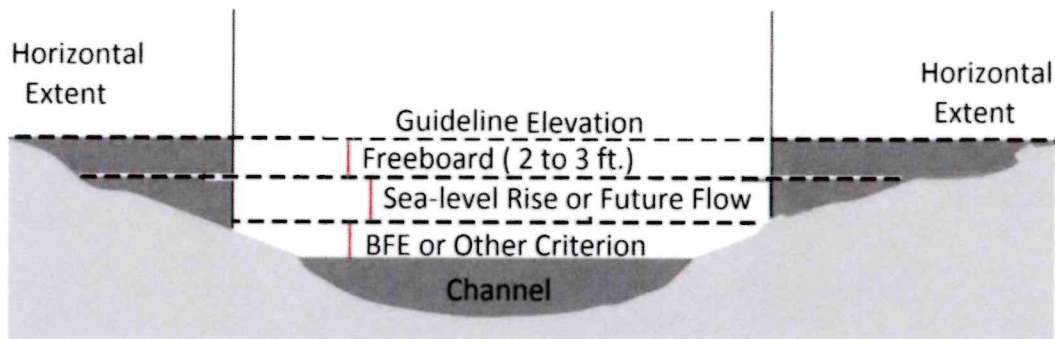


Figure 1: Illustration of CRRA Guideline Elevation

- Complete the SPDES Permit Application Supplemental Information Form in Appendix E.
- For further details regarding guidance on flood risk considerations and sea level rise, refer to the New York State Flood Risk Management Guidance for Implementation of the Community Risk and Resiliency Act



## Appendix E: SPDES Permit Application Supplemental Information Form

## SPDES Permit Application Supplemental Information Form

§ 70-0117 Demonstration: Consideration of Future Physical Climate Risk

Following the 2019 Climate Leadership and Community Protection Act (Climate Act), which amended the 2014 Community Risk and Resiliency Act (CRRA), individual SPDES permit applicants for “major” projects<sup>1</sup> are required to demonstrate consideration of future physical climate risks, including those due to sea level rise, storm surges, and flooding. This form has been developed so the applicant can assess relevant information to comply with the requirements to consider future physical climate risks to wastewater infrastructure (i.e., facility, pump/lift stations). This information can be used by applicants to support future planning efforts.

Applicants should review the [Flood Risk Management Guidance](#) and the [Asset Management Guide for Publicly Owned Treatment Works](#) to identify current and future flood elevations, and to review examples of risk mitigation strategies. For assistance reading flood maps, please contact the community Floodplain Administrator by emailing [floodplain@dec.ny.gov](mailto:floodplain@dec.ny.gov).

For all fields provided below, applicants may attach additional sheets as necessary.

Facility			
1. a. Facility name		b. SPDES No.	
2. a. Does the facility discharge to a tidal waterbody? (Y/N)		b. If yes, what is the high projection for sea level rise (SLR) in <a href="#">6 NYCRR 490</a> for the regional area? (feet)	
3. Please describe the type and extent of any past flooding events at the facility.			
4. What are the applicable <a href="#">Flood Insurance Rate Map</a> (FIRM) Nos. and expiration dates?			
5. a. Is any portion of the facility located in a FEMA designated flood zone? If yes, what is the zone type? If no, are there adjacent flood zones that could be considered or skip to question 6.			
b. What is the <a href="#">lowest ground elevation</a> at the facility? (ft)			
c. What is the <a href="#">Base Flood Elevation</a> (BFE) at the facility? (ft)			
d. What is the <b>Future BFE</b> for the facility based on the <a href="#">NYS Flood Risk Management Guidance</a> ? <i>Tidal Areas: BFE + SLR (Method 4)</i> <i>Non-Tidal Areas: Q100 (Method 3 or use available flood profiles from Flood Insurance maps)</i>			
e. What is the target elevation for <u>critical equipment</u> ? <b>Future BFE + 3 feet</b>			
f. Compare questions <b>5.b.</b> and <b>5.e.</b> Is the <u>target elevation</u> greater than the <u>lowest ground elevation</u> ?			
6. What climate risk mitigation measures are in place at the facility? Are any future projects anticipated that provide further opportunity to address climate risk?			
Pump/Lift Station(s)			
7. Are there pump/lift station(s) owned by the permittee? If yes, how many? If no, skip to Certification			
8. Please describe the type and extent of any past flooding events at the pump/lift station(s).			

<sup>1</sup> “Major” projects are those identified in Uniform Procedures Act regulations at 6 NYCRR 621.4.

9. What are the applicable <a href="#">Flood Insurance Rate Map</a> (FIRM) Nos. and expiration dates?		
10. a. Are any pump/lift stations located in a FEMA designated flood zone? If yes, which stations and what zone type? If no, skip to question 11		
b. What is the <a href="#">lowest ground elevation</a> at each pump/lift station? (ft)		
c. What are the <a href="#">BFEs</a> , future BFEs, and target elevations for critical equipment (future BFE + 3 ft) for each pump/lift station?		
d. Compare questions 10.b. and 10.c. How many pump/lift stations are below the target elevation?		
11. What climate risk mitigation strategies are in place at the pump/lift stations? Are any future projects anticipated that provide further opportunity to address climate risk?		
<b>Certification Statement</b>		
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.		
I have demonstrated consideration of current and future physical climate risk.		
<b>Name</b> (print or type first and last name)	<b>Official Title</b>	
<b>Signature</b>	<b>Date Signed</b>	
<b>List of Attachments</b>		
<b>Additional Resources/Information</b>		
<ul style="list-style-type: none"> <li>Flood Risk Management Guidance - <a href="https://www.dec.ny.gov/energy/102559.html">https://www.dec.ny.gov/energy/102559.html</a></li> <li>Estimating Guideline Elevations - <a href="https://www.dec.ny.gov/docs/administration_pdf/craestelevguidelines.pdf">https://www.dec.ny.gov/docs/administration_pdf/craestelevguidelines.pdf</a></li> <li>Asset Management Guide - <a href="https://www.dec.ny.gov/chemical/101412.html">https://www.dec.ny.gov/chemical/101412.html</a></li> <li>Sea Level Rise Projections - <a href="https://www.dec.ny.gov/regulations/103877.html">https://www.dec.ny.gov/regulations/103877.html</a></li> <li>Ground Elevations - <a href="https://ngmdb.usgs.gov/topoview/viewer/#13/43.2885/-74.4839">https://ngmdb.usgs.gov/topoview/viewer/#13/43.2885/-74.4839</a></li> <li>Flood Insurance Rate Maps - <a href="https://msc.fema.gov/portal/home">https://msc.fema.gov/portal/home</a></li> <li>Ten State Standards – <a href="https://www.health.state.mn.us/communities/environment/water/docs/tenstates/tenstatestan2014.pdf">https://www.health.state.mn.us/communities/environment/water/docs/tenstates/tenstatestan2014.pdf</a></li> <li>TR-16 – <a href="https://neiwpc.org/learning-center/tr-16-guides-design-wastewater-treatment-works/">https://neiwpc.org/learning-center/tr-16-guides-design-wastewater-treatment-works/</a></li> <li>DEC's Office of Climate Change - <a href="https://www.dec.ny.gov/energy/44992.html">https://www.dec.ny.gov/energy/44992.html</a></li> <li>DEC's Water Quality Improvements Projects Funding – <a href="https://www.dec.ny.gov/pubs/4774.html">https://www.dec.ny.gov/pubs/4774.html</a></li> <li>EFC's Clean Water Financing – <a href="https://efc.ny.gov/">https://efc.ny.gov/</a></li> </ul>		

**Attachment B**  
**2024 Rate Schedule**





**2024  
HOURLY RATE SCHEDULE**

<b>Personnel</b>	<b>Rate</b>
Admin, Billing Clerk, Project Coordinator	\$85 - \$105
Communications	\$160 - \$180
Designer, Technician, Construction Inspector I	\$95 - \$120
Designer, Technician, Construction Inspector II	\$125 - \$150
Designer, Technician, Construction Inspector III	\$150 - \$170
Designer, Technician, Construction Inspector IV	\$170 - \$200
Engineer/Scientist/Planner I	\$110 - \$140
Engineer/Scientist/Planner II	\$140 - \$170
Engineer/Scientist/Planner III	\$170 - \$190
Engineer/Scientist/Planner IV	\$190 - \$230
Principal Engineer/Scientist/Planner	\$230 - \$260

**Reimbursable Expenses:**

1. Mileage @ Federal Rate
2. Travel Expenses (Lodging, Meals) @ Federal Per Diem Rate
3. Telecommunications @ Cost
4. FedEx, UPS, US Postal, Courier @ Cost
5. Subcontract Management @ Cost plus 10%
6. Other allowable costs @ Cost (Plan Reproductions, Photographs, etc.)

# **Attachment C**

## **Standard Terms and Conditions**



**1. STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

**2. CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

**3. SAFETY.** ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

**4. DELAYS.** If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

**5. TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

**6. OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.

**7. RELATIONSHIP WITH CONTRACTORS.** ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

**8. CONSTRUCTION REVIEW.** For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER.

**9. INSURANCE.** ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and ENGINEER'S business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

**10. HAZARDOUS MATERIAL.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials.

**11. INDEMNITIES.** To the fullest extent permitted by law, CLIENT and ENGINEER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CLIENT and ENGINEER, they shall be borne by each party in proportion to its negligence.

**12. LIMITATIONS OF LIABILITY.** No employee or agent of ENGINEER shall have individual liability to CLIENT.

CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the limits of the ENGINEER'S insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include as an attachment to this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

**13. ACCESS.** CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

**14. REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

**15. AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

**16. ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**17. STATUTES OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

**18. DISPUTE RESOLUTION.** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings.

**19. NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

**20. NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

**21. SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**22. AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**23. COMPENSATION.** ENGINEER will prepare and submit invoices to the CLIENT on a monthly basis. CLIENT shall make payment to the ENGINEER within 30 calendar days of the date of the invoice. Checks shall be forwarded to Delaware Engineering, D.P.C., 28 Madison Avenue Extension, Albany, NY 12203.

**24. ADDITIONAL SERVICES.** Additional services can be provided if deemed necessary and approved by the CLIENT. Compensation for additional services can be negotiated as needed. Additional work will be approved by the CLIENT prior to the execution of the additional tasks. Services not indicated or included in the above-listed scope of services or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed.





**Attachment D**

**NYSEFC Standard Terms & Conditions for Non-construction Contracts**





# **Mandatory State Revolving Fund Terms and Conditions**

**For Contracts Funded with the NYS Clean Water State Revolving Fund  
or Drinking Water State Revolving Fund**

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**Identify Contract Type prior to Advertisement for Bid:**

- Construction**
    - Treatment Works and Drinking Water Projects**
    - Non-Treatment Works**
  
  - Non-Construction**
- 

**Effective October 1, 2023**

**New York State Environmental Facilities Corporation**  
625 Broadway, Albany, NY 12207-2997  
P: (518) 402-6924  
[www.efc.ny.gov](http://www.efc.ny.gov)



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## INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

# REQUIRED CONTRACT LANGUAGE

## COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

**Broker** means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

**Construction** means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

**Contract** means an agreement between a Recipient and a Contractor.

**Contractor** means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

**Manufacturer** means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

**MBO** is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

**Non-Construction Provider** means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

**Recipient** means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

**State** means the State of New York.

**Subcontract** means an agreement between a Contractor and a Subcontractor.

**Subcontractor** means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

**Supplier** means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

**Treatment Works** is defined in Clean Water Act (CWA) Section 212. This does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

## **SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS**

*Any Architectural and Engineering (A/E) services for all CWSRF projects and for DWSRF projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.*

## **SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS**

*The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.*

*The Minority- and Women- Owned Business Enterprises ("MWBE") participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.*

**Contracts Meeting Article 15-A Thresholds** means Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- a) Non-Construction Provider Contracts greater than \$25,000;
- b) Non-Construction Provider Contracts that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- c) Construction Contracts greater than \$100,000; and,
- d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

*Disregard this section if it does not apply to this Contract or Subcontract.*

### **I. General Provisions**

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts meeting Article 15-A thresholds.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.



7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.
- C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(E) of this section, or enforcement proceedings as allowed by the Contract.
- D. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

## **II. Equal Employment Opportunities (EEO)**

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- E. The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.
- F. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- G. **For construction contracts in excess of \$10,000**, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- H. Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at <https://www.eeoc.gov/employers/eo-1-survey/eo-1-instruction-booklet> , if Contractor or Subcontractor:
  - 1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
  - 2. Has 50 or more employees;
  - 3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
  - 4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.

### III. Business Participation Opportunities for MWBEs

*Applicable to Contracts Meeting Article 15-A Thresholds*

#### A. Contract Goals

- 1. **New York State certified MWBE participation goals for this contract are 20%**. For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
  - a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
  - b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
  - c. NYS Intermunicipal Grants that are also receiving EFC financing.
- 2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at <https://ny.newnycontracts.com>.
- 3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
  - a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a Supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a Broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
  - b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
- 4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or Suppliers in the performance of the Contract.

5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

#### B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE Contractor Compliance Report immediately following the change. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

#### C. Request for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the MBO documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the MBO, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

1. The Contractor agrees to submit a report to the MBO by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.



E. Liquidated Damages - MWBE Participation

1. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.
2. Liquidated damages shall be calculated as an amount not to exceed the difference between:
  - a. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
  - b. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.
3. The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.
4. In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

**SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES**

*The requirements of this section apply to all Construction Contracts and Subcontracts*

- A. New York State Veterans' Service Law Article 3, and 9 NYCRR Part 252, and/or any other related regulations promulgated thereto, provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. New York State recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or Suppliers, as protégés, or in other partnering or supporting roles.

- B. Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp> .
- C. Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

## SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

*The requirements of this section apply to (1) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.*

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as [Attachment 2](#) acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

## SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

*The requirements of this section apply to all Construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.*

### **For Contracts in Excess of \$2,000:**

#### 1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.



Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm> . Wage determinations may be obtained from the US Department of Labor’s website, <https://beta.sam.gov/> .

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
  2. The classification is utilized in the area by the construction industry; and,
  3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.



- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
  - (ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall



maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

#### 4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job

site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.
6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.
7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.
8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by

reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

***For Contracts in Excess of \$100,000:***

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen,

working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

## **SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT**

*The requirements of this section apply to all Contracts and Subcontracts.*

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government Contracts or federally assisted Construction Contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

## **SECTION 7 RESTRICTIONS ON LOBBYING**

*The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.*

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of \$100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as [Attachment 3](#), consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

## **SECTION 8 CONSTRUCTION SIGNS**

*The requirements of this section apply to all EFC projects. Additional signage is required for projects receiving financing from the federal Bipartisan Infrastructure Law (BIL).*

If Contractor is expected to provide an EFC Construction Sign, a specification will be included in the enclosed contract documents.

# **ATTACHMENTS (Required Forms)**

## Attachment 1 – EFC MWBE Utilization Plan





# Environmental Facilities Corporation

## NYS Environmental Facilities Corporation Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

### Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

**If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.**

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in [ESD's MWBE Directory](#). A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9 and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the [Mandatory Terms and Conditions](#) or consult your designated MBO for further guidance.

### Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.



**NYS Environmental Facilities Corporation  
 Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		County:	
Project No.:	GIGP No.:	Contract ID:	Registration No. (NYC only):
Minority Business Officer:		Email:	Phone #:
Address of MBO:		Date:	
<b>Electronic Signature of MBO:</b> <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION			
Firm Name:		Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
<b>Prime Firm is Certified as:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: If certified, please include Prime information in Section 3. If dual certified, you must select either MBE <u>or</u> WBE.			
Address:		Phone #:	Fed. Employer ID #:
Description of Work:		Email:	
Award Date:	Start Date:	Completion Date:	MWBE GOAL Total
Total Contract Amount: \$		PROPOSED MWBE Participation	
MWBE Eligible Contract Amount: \$		Total: % \$	Total: % \$
(MWBE Goals are applied to this amount and includes all change orders, amendments, & specialty waivers)			

**NYS Environmental Facilities Corporation  
Minority- & Women-Owned Business Enterprise (MWBE) Utilization Plan**

**SECTION 3: MWBE SUBCONTRACTOR INFORMATION**

This Submittal is:  The First/Original Utilization Plan     Revised Utilization Plan #:

NYS Certified M/WBE Subcontractor Info		Contract Amount:	For EFC Use:
<b>Business Name:</b>	Fed. Employer ID#:		
<b>Address:</b>	Phone #:		
<b>Scope of Work:</b>	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
<b>Full Contract Amount: \$</b>			
<b>Business Name:</b>	Fed. Employer ID#:		
<b>Address:</b>	Phone #:		
<b>Scope of Work:</b>	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
<b>Full Contract Amount: \$</b>			
<b>Business Name:</b>	Fed. Employer ID#:		
<b>Address:</b>	Phone #:		
<b>Scope of Work:</b>	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
<b>Full Contract Amount: \$</b>			

**NYS Environmental Facilities Corporation  
Minority- & Women-Owned Business Enterprise (MWBE) Utilization Plan**

**SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued**

<b>Business Name:</b>	<b>Fed. Employer ID#:</b>	
<b>Address:</b>	<b>Phone #:</b>	
<b>Scope of Work:</b>	<b>Email:</b>	
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>	
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>	
<b>Full Contract Amount: \$</b>		
<b>Business Name:</b>	<b>Fed. Employer ID#:</b>	
<b>Address:</b>	<b>Phone #:</b>	
<b>Scope of Work:</b>	<b>Email:</b>	
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>	
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>	
<b>Full Contract Amount: \$</b>		
<b>Business Name:</b>	<b>Fed. Employer ID#:</b>	
<b>Address:</b>	<b>Phone #:</b>	
<b>Scope of Work:</b>	<b>Email:</b>	
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>	
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>	
<b>Full Contract Amount: \$</b>		
<b>Business Name:</b>	<b>Fed. Employer ID#:</b>	
<b>Address:</b>	<b>Phone #:</b>	
<b>Scope of Work:</b>	<b>Email:</b>	
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>	
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>	
<b>Full Contract Amount: \$</b>		
<b>SIGNATURE</b>		
<b>Electronic Signature of Contractor:</b> <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function.		<b>Date:</b>
<b>Name (Please Type):</b>		

## **Attachment 2 – AIS Contractor's Certification**



# Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION  
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH  
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS  
OR  
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE  
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title:

Contractor's Name:

Contract ID:

SRF Project No.:

SRF Recipient Name:

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

Name (print):

Title:

Date:

## **Attachment 3 – Lobbying Certification**



# Environmental Facilities Corporation

## New York State Environmental Facilities Corporation CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS 40 CFR Part 34

SRF Project No.:

Recipient:

Project Description:

[Redacted boxes for SRF Project No., Recipient, and Project Description]

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Name:

Title:

Company Name:

Date:

Contract ID:

[Redacted boxes for Signature, Name, Title, Company Name, Date, and Contract ID]



#10



230 Rock Hill Drive - PO Box 465  
Rock Hill, New York 12775  
845-796-5919

December 11, 2024

William J. Rieber, Jr., Supervisor  
Town of Thompson  
4052 Route 52  
Monticello, New York 12701

Re: 230 Old Drive In Rd, Rock Hill, NY 12775  
S/B/L: Section 32, Block 1, Lot 14.1

Dear Supervisor Reiber:

I am writing on behalf of Catskill Veterinary Services, PLLC, regarding our property located at 23 Old Drive-In Road, Rock Hill, NY 12775. We are requesting that this site be considered for inclusion in the Town of Thompson Sewer District.

The proposed development at this location will likely produce 8,832 gallons per day of wastewater. Inclusion in the sewer district would allow us to properly manage this volume and ensure compliance with environmental and municipal standards.

We believe this addition to the sewer district will not only support our operations but also contribute positively to the growth and infrastructure of the Rock Hill community. Please let us know if additional information, documentation, or meetings are required to facilitate this request.

Thank you for your attention to this matter. We appreciate your leadership and the Town of Thompson's commitment to supporting local businesses. We look forward to your response and are available to discuss further at your earliest convenience.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. D'Abbraccio".

Joseph A. D'Abbraccio, DVM  
Managing Partner

Cc:	Michael Mednick, Esq., Town Attorney	via Email
	Michael G. Messenger, Water & Sewer Superintendent	via Email
	Marilee J. Calhoun, Town Clerk	via Email



#11

**DEPARTMENT OF PARKS & RECREATION**  
4052 STATE ROUTE 42  
MONTICELLO, NEW YORK 12701-3221  
WEBSITE: [www.townofthompson.com](http://www.townofthompson.com)

**GLENN SOMERS, SUPERINTENDENT**  
[gsomers@townofthompson.com](mailto:gsomers@townofthompson.com)  
(845) 796-3606  
(845) 794-2777 FAX

December 11,2024

Good morning can you please place on the agenda to discuss and approve to move Tyler Bossert to laborer 2 on January 1, 2025 this was discussed at the budget meetings and is currently in the 2025 budget. Thank you. Glenn Somers

#13

## **Town of Thompson Highway Dept**

Rich Benjamin Jr. Superintendent of Highways  
33 Jefferson St. Monticello, NY 12701  
Phone: 794-5560

Todd Mitchell Deputy Superintendent  
Email [davehiway@gmail.com](mailto:davehiway@gmail.com)  
Fax: 794-5722

December 12, 2024

Bills Over

Invoice # 1118555 Gorman Construction, Calcium \$11,977.98

OB  
#1

**Marilee Calhoun (Town of Thompson)**

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**From:** Melissa DeMarmels (Comptroller Town of Thompson)  
<comptroller@townofthompson.com>  
**Sent:** Friday, December 13, 2024 11:08 AM  
**To:** William J. Rieber, Jr.  
**Cc:** Marilee Calhoun; 'Jill Weyer (Town of Thompson)'  
**Subject:** For agenda 12/17/24

Bill,

The Town board has to allocate the remaining ARPA funds by 12/31/24.  
My suggestion is to allocate any remaining funds after the court scanning project to lost revenue.  
It seems to be the least complicated way to go.

*Melissa DeMarmels*

Comptroller  
Town of Thompson  
4052 Route 42  
Monticello, NY 12701  
Phone: 845-794-2500 Ext. 307  
Fax: 845-794-8600



This institution is an equal opportunity provider and employer

NB  
#1

At a regular meeting of the Town Board of the  
Town of Thompson held at the Town Hall, 4052  
Route 42, Monticello, New York on December 17,  
2024

**RESOLUTION PURSUANT TO ARTICLE 12(A) OF TOWN LAW FOR THE  
PROPOSED FORMATION  
OF THE ROCK HILL-EMERALD SPRINGS WATER DISTRICT IN  
THE TOWN OF THOMPSON**

**WHEREAS**, the Town Board of the Town of Thompson, pursuant to Article 12(A) of Town Law wishes to establish and create the Rock Hill-Emerald Springs Water District, a Special Improvement District; and

**WHEREAS**, the said area to be included in the Rock Hill-Emerald Springs Water District is totally located within the Town of Thompson and outside any incorporated village; and

**WHEREAS**, the said Town Board is desirous of preparing a general map and plan for providing water facilities in the aforesaid area of said Town to be serviced by the Rock Hill-Emerald Springs Water District, and to appropriate a specific amount to pay the cost of preparing said general map and plan, and for other services in connection therewith.

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Board of the Town of Thompson as follows:

1. That the Town Board does hereby authorize MHE Engineering, D.P.C. of 33 Airport Center Drive, Suite 202, New Windsor, New York 12553 to prepare a general map and plan for the formation of the water facilities and services in the area of the Town of Thompson to be serviced by the Rock Hill-Emerald Springs Water District, and for such other services as may be necessary in connection therewith.
2. That the Town Board does hereby appropriate the sum up to \$20,000.00 to pay the cost of preparing the general map and plan for the creation of the water facilities, as well as all legal expenses incurred by the district to complete any district formation, and all costs and disbursements incurred by the district in processing the creation.
3. That MHE Engineering, D.P.C., of 33 Airport Center Drive, Suite 202, New Windsor, New York 12553, be, and they hereby are, retained at a cost not to exceed \$15,000.00 to prepare a general map and plan for water facilities and services to the area to be known as Rock Hill-Emerald Springs Water District.

4. That all maps and plans prepared by MHE Engineering, D.P.C. shall conform with the requirements of Section 209-c of the Town Law, and shall be filed with the Town Clerk.

6. That the expense incurred by the Town for such maps and plans and other services shall be a Town charge and shall be assessed, levied and collected in the same manner as other Town charges irrespective of whether or not the creation of said Rock Hill-Emerald Springs Water District is approved.

7. That in the event that the said Rock Hill-Emerald Springs Water District shall be created as herein proposed, and shall thereafter be approved pursuant to the provisions of the Town Law, the expense incurred by the Town for the preparation of the maps and plans and other services therefor shall be deemed to be part of the cost of such improvement, and the Town shall be reimbursed the amount paid therefor, or such portion of that amount which the Town Board at the public hearing held pursuant to the Town Law shall allocate against such District.

8. That this Resolution is subject to a permissive referendum pursuant to and in accordance with the provisions of Sections 209-b and 90 of the Town Law.

9. That within ten (10) days from the date of this Resolution, the Town Clerk shall post and publish a Notice which shall set forth the date of the adoption of the Resolution, shall contain an abstract of such Resolution concisely setting forth the purpose and effect thereof, shall specify that this Resolution was adopted subject to a permissive referendum, and shall publish such Notice in the Sullivan County Democrat, the official newspaper of the Town, and in addition, that the Town Clerk shall post or cause to be posted on the signboard of the Town of Thompson a copy of such Notice within ten (10) days after the date of the adoption of this Resolution.

Moved by:

Seconded by:

The Members voted on the foregoing Resolution as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes [ ] No [ ]
Councilman SCOTT MACE	Yes [ ] No [ ]
Councilman JOHN A. PAVESE	Yes [ ] No [ ]
Councilwoman MELINDA S. MEDDAUGH	Yes [ ] No [ ]
Councilman RYAN T. SCHOCK	Yes [ ] No [ ]