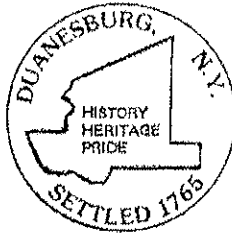


**Roger Tidball**, Town Supervisor  
**Jennifer Howe**, Town Clerk  
**Brandy Fall**, Deputy Town Clerk  
**William Reed**, Highway Superintendent



**John D. Ganther**, Council Member  
**Charles Leoni**, Council Member  
**Francis R. Potter**, Council Member  
**Jeffrey Senecal**, Council Member

**Thursday January 24, 2019**  
**Regular Town Board Meeting**  
**Meeting Time: 7:00PM**

**Meeting called to order by Supervisor Tidball at 7:00PM**

**Present:** Supervisor Tidball, Council Members Ganther, Potter, Senecal, Town Attorney Teresa Bakner, Deputy Town Clerk Brandy Fall

**Absent:** Council Member Leoni

**Pledge of Allegiance**

**Prayer/Moment of Reflection offered by Pastor McHeard**

**Resolution 33-19:** Council Member Potter motioned, seconded by Council Member Senecal to approve the Town Board Meeting minutes of Thursday, January 10, 2019.

Motion carried, 4 ayes

**Resolution 34-19:** Council Member Potter motioned, seconded by Council Member Ganther to pay the following claims:

Motion carried, 4 ayes

## Vouchers to be Paid

### January 24, 2019

General Fund: #17-31	\$77,290.51
SD#1: #7-12	\$7,728.59
SD#2: #10-12	\$3,176.28
SD#3: #1	\$46.69
In-House #1	\$6.96
Highway: #11-26	\$7,812.26
Total Vouchers to be Paid=	<hr/> \$96,061.29

Supervisor Tidball stated that tonight at the end of the meeting, the board would be going in to executive session for advice of counsel.

## **Committee Reports**

**Highway:** Council Member Potter reported that other than plowing, things are quiet. The highway department has been keeping long shifts to keep up with the roads and the storms.

**Public Safety:** Supervisor Tidball reported that he spoke with Chief Labelle of the Burtonsville Fire Department since the issues with 911 response time with an incident on Lea Drive. Chief Labelle said that the fire department will be going door to door with flyers they made that state what fire district and ambulance service area the resident lives in.

**Parks:** Supervisor Tidball reported that Park Program Director Vanessa Baker will be leaving. He stated that she is a true asset to the town and puts her heart into the program. She will be missed greatly. He also stated that they will be getting together a job description and will advertise the position.

**Sewer District #1, 2 & 3:** Council Member Ganther reported that he and Council Member Senecal met with the team this morning. They have mostly been working on maintenance issues at the Delanson site (SD#1) regarding loose wires on the control board for the pump. Sewer District #2 had a five-year inspection completed and passed and that a representative from DEC will be out tomorrow to go over the inspection report. The F250 has had a lot of maintenance on it and is going in again on Saturday for springs. It has a hole in the exhaust manifold that needs to be fixed. Sewer District #3 is doing good, everything is frozen now so there has not been any issues.

Bill Brown from Delaware Engineering sent a report. (see attached)

**Technology:** Council Member Ganther reported that the next broadband meeting is Wednesday March 13<sup>th</sup>, 2019@ 6:30 p.m. downstairs at Town Hall. He also stated that Duanesburg Day will be April 6<sup>th</sup>, 2019 and that the Broadband Committee will have a table set up there. They are going to have information available for residents and hoping to get a few new members.

### **Business Meeting:**

**Resolution 35-19:** Council Member Potter motioned, seconded by Council Member Ganther to accept the resignation of Rebecca Edmunds as court clerk.

Motion carried, 4 ayes

**Resolution 36-19:** Council Member Ganther motioned, seconded by Council Member Potter to appoint Lynette Masterpolo as court clerk.

Motion carried, 4 ayes

**Resolution 36-19:** Supervisor Tidball motioned, seconded by Council Member Senecal to reassign Cathy Tilton to HR/Town Board Clerk.

Motion carried, 4 ayes

**Resolution 37-19:** Council Member Potter motioned, seconded by Council Member Ganther to appoint Meghan Bernstein as Building & Assessment Clerk.

Motion carried, 4 ayes

**Privilege of the Floor:** Opened at 7:19 pm

Charles Parker of Esperance Station Road asked why there was not a policy to protect privilege of the floor and why the privilege of the floor was being taken away? Why there is no policy for the camera and videotaping? Why there is no webmaster for the Town? He also asked if there was a plan to clean up zombie properties in town? And finally asked what was going on with broadband?

Council Member Ganther responded to Mr. Parker stating that he just spoke for 17 minutes and not once was ever denied the opportunity to speak by anyone even though the Town policy states that comments are limited to five minutes.

Supervisor Tidball responded by stating that the privilege of the floor was not removed completely, it was only removed at the beginning of the meeting because in the five years he has been Supervisor, only one person has ever spoke at the beginning of the meeting. He stated that the Town Board has never denied residents the opportunity to speak and that residents were allowed to speak at the last Town Board meeting as well. There was an issue where when the new addition to the policy was created, part of the old one was left off accidentally. Council Member Potter stated that no one on the board would ever turn a resident down to speak.

Supervisor Tidball responded that we are behind on posting the videos of the Town Board meeting on the website, but Town staff are working on it. It is not a law that we need to have the videos up on the website, it is a courtesy we try to provide because some residents cannot attend Town Board meetings.

Supervisor stated that he had addressed this at the last meeting with Mr. Parker. He also stated that there are properties in every town that are run down or have issues. It is the responsibility of the homeowner or bank to maintain the properties. It is almost impossible for the town to step in until it becomes a safety issue. In those cases, the Town has stepped in and taken care of the issues as authorized by Town laws. Supervisor Tidball requested that Mr. Parker provide a list of the properties that he is concerned about. A list was not provided by Mr. Parker at the meeting.

Supervisor Tidball and Council Member Ganther explained that the establishment of a taxing district to cover broad band coverage is a last-ditch effort being proposed by the County and the broadband office and the Town would prefer that the State held the broadband service providers to their existing obligations to provide service to rural residents. If a taxing district was ever authorized by State law and implemented only the residents that live in the district would pay. This would be similar to the type of

districts used for sewer and lighting improvements. The 2 million dollars Mr. Parker is referring to is an estimate given by Spectrum to legislature as to what the total cost of the project would be which was needed in order to be considered for a grant.

Floor Closed: 7:45 pm

Supervisor Tidball motioned, seconded by Council Member Senecal to go into Executive Session to seek attorney advice.

Motion passed, 4 ayes

No decisions were made and the Town Board adjourned at 9:01pm

I, Brandy Fall, Deputy Town Clerk of the Town of Duanesburg, so hereby certify that this is a true and accurate transcript of the Regular Town Board Meeting held on Thursday January 24, 2019 at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.



## Delaware Engineering, D.P.C.

55 South Main Street  
Oneonta, NY 13820

Tel: 607.432.8073  
Fax: 607.432.0432

### **TOWN OF DUANESBURG, NY TOWN BOARD MEETING January 24, 2019**

#### **1. Sewer District #3**

- General contractor has requested moving forward with closing out their contract
  - Extended warranty letter and maintenance bond provided
- EFC utilization plan and waiver request for engineering agreement submitted and in review. DE meeting with EFC representatives at their office next week to review
- Town in receipt of \$50k SAM grant funds from DASNY

#### **2. Sewer District #2**

- DEC has provided draft SPDES permit for the Mariaville WWTP Plant. Current permit expires in June 2019, and is up for renewal.
- New permit has additional requirements for testing, and additional limits for some of the performance criteria (ammonia, BOD, TSS).
- DEC will receive public comments on the permit for 90 days. Town can submit comments regarding the additional requirements as part of this process
- Mariaville WWTP SPDES permit was modified in 2018 to require disinfection be added at the plant by 2023
- Town applied for and was awarded \$300k Water Quality Improvement Program (WQIP) grant from NYSDEC to go towards the \$400k project
- WQIP grant is a reimbursement grant. Town will need to front the cost of the work, and be reimbursed at project completion.
- DEC will forward documentation on the grant to Town to initiate the processing

#### **3. Sewer District #1**

- Long term improvements project being required by NYSDEC Consent Order
  - Project includes equalization tank, fine screen, upgraded disinfection and controls
  - Estimated project cost ~\$1.8 million
- Town applied for and was awarded a Water Infrastructure Improvement Act grant in amount of \$436k to go towards the project. Remaining project costs to be financed with a CWSRF loan through NYSEFC
- NYSEFC forwarded letter with items needed from Town to get the financing in place. Response being drafted.
- One requested item is engineering agreement, along with accompanying MWBE plan. Draft agreement attached for Town consideration
- Consent Order schedule for the project is attached for reference

#### **4. Attachments**

- Vacri warranty letter and maintenance bond
- Mariaville Draft SPDES Permit
- EFC Letter for Delanson Long Term Improvements
- Delanson Long Term Improvements Schedule
- Delaware Engineering draft agreement for Delanson WWTP Long Term Improvements

# **VACRI CONSTRUCTION CORPORATION**

**One Brick Avenue Binghamton, New York 13901  
Phone: 607.723.4319 Fax: 607.723.9539  
Email: [VacriConstruction@OneBrickAvenue.com](mailto:VacriConstruction@OneBrickAvenue.com)**

January 22, 2019

Mr. Bill Brown, P.E.  
Delaware Engineering, P.C.  
55 South Main Street  
Oneonta, NY 13820


***Re: Sewer District No. 3 Sanitary Sewer Collection System  
Town of Duanesburg, Schenectady County, NY***

***Subj: Extended Warranty for Grinder Pump Connections***

Dear Mr. Brown:

Vacri Construction agrees to extend the Town of Duanesburg warranty for the grinder pump force main discharge pipe connections through October 31, 2019. While we are confident that the remedial work that we performed in November addressed all potential leaking connections, if any of the few remaining connections, or any that were previously repaired, are found to be leaking due to poor workmanship or otherwise not in accordance with the Contract Documents, then Vacri will be responsible for the costs associated with remedial work as necessary to repair the leak in a timely manner. Feel free to contact our office with any questions.

Very truly yours,  
Vacri Construction Corporation



By: Roberto DeVincentis, CEO

cc: File

# Maintenance Bond

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
Hartford, CT 06183

BOND NO. 106368129-M

## KNOW ALL MEN BY THESE PRESENTS:

That **Vacri Construction Corporation**  
**One Brick Avenue**  
**Binghamton, New York 13901**

as Principal, hereinafter called Contractor, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, as Surety,  
hereinafter called Surety, are held and firmly bound unto **Town of Duanesburg**  
**5853 Western Turnpike**  
**Duanesburg, New York 12056**

as Oblige, hereinafter called Owner, in the penal sum of \$50,000.00 for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated June 28<sup>th</sup>, 2016 entered into a contract with Owner for **Sewer District #3 Sanitary Sewer Collection System – Contract No. TD1-G-16, General** in accordance with the General Conditions, the Drawings and Specifications, which contract is by reference incorporated herein, and made a part thereof, and is referred to as the Contract.


NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship which shall appear from **November 1st, 2018 to October 31st, 2019**, then this obligation is to be void; otherwise to remain in full force and effect.


PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

SIGNED and sealed this 21st day of January, 2019.


IN THE PRESENCE OF:


VACRI CONSTRUCTION CORPORATION

  
J. Columbus

\_\_\_\_\_  
(Principal) (Seal)  
By:   
Roberto DeVincentis, Chief Executive Officer (Title)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

  
J. Columbus

By:   
T.M. Tyrrell, Attorney-in-Fact (Seal)




**Travelers Casualty and Surety Company of America  
Hartford, CT 06183**

**ATTORNEY-IN-FACT JUSTIFICATION  
PRINCIPAL'S ACKNOWLEDGMENT - IF A CORPORATION**

State of New York,  
County of Albany) \*\*


On this 21st day of January, 2019, before me personally appeared Roberto DeVincentis, to me known, who, being by me duly sworn, deposes and says: That he/she resides in Binghamton, New York; that he/she is the Chief Executive Officer of Vacri Construction Corporation, the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

  
Rensselaer County  
Comm. Exp. 12/18/2022

**SURETY COMPANY'S ACKNOWLEDGMENT**

State of New York,  
County of Albany) \*\*

On this 21st day of January, 2019, before me personally appeared T. M. Tyrrell; to me known, who, being by me duly sworn, did depose and say: That he/she resides in Albany, New York; that he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939, constituting chapter 28 of the Consolidating Laws of the State of New York as the Insurance Law as amended, issued to Travelers Casualty and Surety Company of America his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.

  
Rensselaer County  
Comm. Exp. 12/18/2022

## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2018

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 44,550,068	UNEARNED PREMIUMS	\$ 970,342,074
BONDS	3,617,885,104	LOSSES	808,982,855
STOCKS	289,638,315	LOSS ADJUSTMENT EXPENSES	187,661,523
INVESTMENT INCOME DUE AND ACCRUED	38,675,091	COMMISSIONS	31,711,775
OTHER INVESTED ASSETS	2,450,997	TAXES, LICENSES AND FEES	11,381,517
PREMIUM BALANCES	274,815,085	OTHER EXPENSES	31,682,332
NET DEFERRED TAX ASSET	49,388,580	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,314,814
REINSURANCE RECOVERABLE	20,590,578	REMITTANCES AND ITEMS NOT ALLOCATED	10,186,462
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	16,739,896	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	33,838,714
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	32,958,470	RETROACTIVE REINSURANCE RESERVE ASSUMED	789,816
OTHER ASSETS TRI-PARTY / TAX CREDIT BONDS	4,978,191	POLICYHOLDER DIVIDENDS	10,703,481
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	628,488	PROVISION FOR REINSURANCE	5,066,341
OTHER ASSETS	489,503	ADVANCE PREMIUM	1,488,163
		REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ EXPENSES	14,059,693
		PAYABLE FOR SECURITIES LENDING	16,739,896
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,530,912
		OTHER ACCRUED EXPENSES AND LIABILITIES	386,299
		TOTAL LIABILITIES	\$ 2,188,704,267
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,784,474,307
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,224,758,067
TOTAL ASSETS	\$ 4,393,462,334	TOTAL LIABILITIES & SURPLUS	\$ 4,393,462,334

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) SS.  
CITY OF HARTFORD )

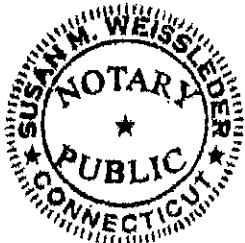
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,  
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID  
COMPANY AS OF THE 30TH DAY OF JUNE, 2018.

*Michael J. Doody*  
SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
23RD DAY OF AUGUST, 2018

NOTARY PUBLIC

SUSAN M. WEISSELEDER  
Notary Public  
My Commission Expires November 30, 2022





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint T.M. Tyrrell of Albany, New York, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this Instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss:

By:

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of January, 2019



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

New York State Department of Environmental Conservation  
Division of Environmental Permits  
NYSDEC Headquarters  
625 Broadway  
Albany, NY 12233  
(518) 402-9167

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

January 04, 2019



**RECEIVED**

**JAN 07 2018**

TOWN OF DUANESBURG  
TOWN CLERK

ROGER TIDBALL  
TOWN OF DUANESBURG  
5853 WESTERN TPKE  
DUANESBURG, NY 12056

Re: DEC ID # 4-4220-00151/00001  
MARIVILLE LAKE SEWER DISTRICT # 2

Dear Applicant Agent :

Please be advised that your application for a DEC permit(s) is complete and a technical review has commenced. Notice and the opportunity for public comment is required for this application. Enclosed is a Notice of Complete Application for your project. Please have the Notice published in the newspaper identified below once during the week of 01/14/2019 on any day Monday through Friday.

DAILY GAZETTE (SCHENECTADY)  
2345 MAXON RD  
SCHENECTADY, NY 12308

On the Notice of Complete Application, that information presented between the horizontal lines, on the enclosed page(s) should be published. Do not print this letter or the information contained below the second horizontal line. Please request the newspaper publisher to provide you with a Proof of Publication for the Notice. Upon receipt of the Proof of Publication promptly forward it to this office. You must provide the Proof of Publication before a final decision can be rendered on your application. You are responsible for paying the cost of publishing the Notice in the newspaper.

Notification of this complete application is also being provided by this Department in the NYSDEC Environmental Notice Bulletin.

This notification does not signify approval of your application for permit. Additional information may be requested from you at a future date, if deemed necessary to reach a decision on your application. Your project is classified major under the Uniform Procedures Act. Accordingly, a decision is due within 90 days of the date of this notice unless a public hearing is held, which may extend this time frame. If a public hearing is necessary, you will be notified.

If you have any questions please contact me at the above address or phone number above.

Sincerely,

TERESA DIEHSNER  
Division of Environmental Permits

THIS IS NOT A PERMIT



**New York State Department of Environmental Conservation  
Notice of Complete Application**

*Date:* 01/04/2019

*Applicant:* TOWN OF DUANESBURG  
5853 WESTERN TPKE  
DUANESBURG, NY 12056

*Facility:* MARIVILLE LAKE SEWER DISTRICT # 2  
ST RTE 159 (MARIVILLE RD) - S CHUCTANUNDA CREEK  
MARIVILLE, NY

*Application ID:* 4-4220-00151/00001

*Permits(s) Applied for:* 1 - Article 17 Titles 7 & 8 Municipal SPDES - Surface Discharge

*Project is located:* in DUANESBURG in SCHENECTADY COUNTY

*Project Description:*

The New York State Department of Environmental Conservation (DEC) is proposing a renewal and Department Initiated Modification (DIM) to the State Pollutant Discharge Elimination System (SPDES) Permit NY0268437, pursuant to 6 NYCRR Part 750-1.18, and 750-1.19, the Priority Ranking System known as New York State's Environmental Benefit Permit Strategy (EBPS). This modification also includes requirements for the Source Water Protection program for the Mohawk Watershed.

The facility has a design flow of 0.1 MGD, and discharges treated wastewater via outfall 001 to a tributary of South Chuctanunda Creek, a class C water. Treatment consists manual bar screen, dual train sequencing batch reactors, effluent equalization tank, and rotating disc filters. Sludge is pumped to an aerobic digester and holding tank which is pumped and hauled offsite for disposal. Decant fluid from the digester and backwash water from the disc filters is sent to the head of the plant.

The following changes to the permit are proposed: Updates were made to page 1 of the permit. Added daily maximum flow monitoring, and changed the sample frequency to daily. Added daily maximum mass load limits for BOD5 and TSS. Converted ammonia to (as N). Summer and winter limits have been converted to 1.2 mg/L and 1.9 mg/L, respectively. Mass loading limits for summer and winter. pH range has been reduced. Added new monitoring requirements for total dissolved solids and total copper. Added short term monitoring requirement for specific parameters as part of the Source Water Protection Program. Updated the monitoring locations section and added a note about future UV disinfection units that will be installed.

As a result of the EBPS full technical review, a new five-year term is proposed. The permit includes updated forms and the latest general conditions. Details of changes are specified in the draft permit and statement of basis which may be viewed and printed from the Department web site at:  
<http://www.dec.ny.gov/permits/6054.html>.

*Availability of Application Documents:*

Filed application documents, and Department draft permits where applicable, are available for inspection during normal business hours at the address of the contact person. To ensure timely service at the time of inspection, it is recommended that an appointment be made with the contact person.

*State Environmental Quality Review (SEQR) Determination*

Project is an Unlisted Action and will not have a significant impact on the environment. A Negative Declaration is on file. A coordinated review was not performed.

*SEQR Lead Agency* None Designated

*State Historic Preservation Act (SHPA) Determination*

The proposed activity is not subject to review in accordance with SHPA. The application type is exempt and/or the project involves the continuation of an existing operational activity.

*DEC Commissioner Policy 29, Environmental Justice and Permitting (CP-29)*

It has been determined that the proposed action is not subject to CP-29.

*Availability For Public Comment*

Comments on this project must be submitted in writing to the Contact Person no later than 02/15/2019 or 30 days after the publication date of this notice, whichever is later.

*Contact Person*

TERESA DIEHSNER  
NYSDEC  
625 Broadway  
Albany, NY 12233  
(518) 402-9167

---

**CC List for Complete Notice**

N. Baker, RPA  
D. Thorsland, RWE  
C. Jamison, CO-BWP Permit Coordinator  
A. Wasserbauer, Permit Writer  
USEPA Region 2  
NYSEFC  
NYSDOH District Office  
A. Dennis, Chief Operator, Mariaville Lake SD2  
ENB



Department of  
Environmental  
Conservation

## State Pollutant Discharge Elimination System (SPDES) DISCHARGE PERMIT

Industrial Code:	4952	SPDES Number:	NY 026 8437
Discharge Class (CL):	07	DEC Number:	4-4220-00151/00001
Toxic Class (TX):	N	Effective Date (EDP):	EDP
Major Drainage Basin:	12	Expiration Date (ExDP):	ExDP
Sub Drainage Basin:	01	Modification Dates: (EDPM)	
Water Index Number:	240-70-20		
Compact Area:			

This SPDES permit is issued in compliance with Title 8 of Article 17 of the Environmental Conservation Law of New York State and in compliance with the Clean Water Act, as amended, (33 U.S.C. §1251 et seq.) (hereinafter referred to as "the Act").

### PERMITTEE NAME AND ADDRESS

Name:	Town of Duanesburg	Attention:	Roger Tidball - Town Supervisor
Street:	5853 Western Turnpike		
City:	Duanesburg	State:	NY
		Zip Code:	12056

is authorized to discharge from the facility described below:

### FACILITY NAME AND ADDRESS

Name:	Mariaville Lake Sewer District #2		
Location (C,T,V):	Duanesburg (T)	County:	Schenectady
Facility Address:	Route 159		
City:	Duanesburg	State:	NY
		Zip Code:	12056
From Outfall No.:	001	at Latitude:	42 ° 49 ' 60 "
		& Longitude:	74 ° 09 ' 40 "
into receiving waters known as:	Trib. of South Chuctanunda Creek		Class:
			C

and (list other Outfalls, Receiving Waters & Water Classifications)

In accordance with: effluent limitations; monitoring and reporting requirements; other provisions and conditions set forth in this permit; and 6 NYCRR Part 750-1 and 750-2.

### DISCHARGE MONITORING REPORT (DMR) MAILING ADDRESS

Mailing Name:	Mariaville Lake Sewer District #2		
Street:	5853 Western Turnpike		
City:	Duanesburg	State:	NY
		Zip Code:	12056
Responsible Official or Agent:	Andrew Dennis - Chief Operator	Phone:	(518) 895-8920

This permit and the authorization to discharge shall expire on midnight of the expiration date shown above and the permittee shall not discharge after the expiration date unless this permit has been renewed, or extended pursuant to law. To be authorized to discharge beyond the expiration date, the permittee shall apply for permit renewal not less than 180 days prior to the expiration date shown above.

### DISTRIBUTION:

CO BWP - Permit Coordinator  
RWE  
RPA  
USEPA Region 2  
NYSEFC  
NYSDOH District Office

Permit Administrator:	
Address:	625 Broadway Albany, NY 12233-1750
Signature:	Date: / /

**PERMIT LIMITS, LEVELS AND MONITORING DEFINITIONS**

OUTFALL	WASTEWATER TYPE	RECEIVING WATER	EFFECTIVE	EXPIRING
	This cell describes the type of wastewater authorized for discharge. Examples include process or sanitary wastewater, storm water, non-contact cooling water.	This cell lists classified waters of the state to which the listed outfall discharges.	The date this page starts in effect. (e.g. EDP or EDPM)	The date this page is no longer in effect. (e.g. ExDP)

PARAMETER	MINIMUM	MAXIMUM	UNITS	SAMPLE FREQ.	SAMPLE TYPE
e.g. pH, TRC, Temperature, D.O.	The minimum level that must be maintained at all instants in time.	The maximum level that may not be exceeded at any instant in time.	SU, °F, mg/l, etc.	See below	See below

PARAMETER	EFFLUENT LIMIT or CALCULATED LEVEL	COMPLIANCE LEVEL / MINIMUM LEVEL (ML)	ACTION LEVEL	UNITS	SAMPLE FREQUENCY	SAMPLE TYPE
	Limit types are defined below in Note 1. The effluent limit is developed based on the more stringent of technology-based limits, required under the Clean Water Act, or New York State water quality standards. The limit has been derived based on existing assumptions and rules. These assumptions include receiving water hardness, pH and temperature; rates of this and other discharges to the receiving stream; etc. If assumptions or rules change the limit may, after due process and modification of this permit, change.	For the purposes of compliance assessment, the permittee shall use the approved EPA analytical method with the lowest possible detection limit as promulgated under 40CFR Part 136 for the determination of the concentrations of parameters present in the sample unless otherwise specified. If a sample result is below the detection limit of the most sensitive method, compliance with the permit limit for that parameter was achieved. Monitoring results that are lower than this level must be reported, but shall not be used to determine compliance with the calculated limit. This Minimum Level (ML) can be neither lowered nor raised without a modification of this permit.	Action Levels are monitoring requirements, as defined below in Note 2, which trigger additional monitoring and permit review when exceeded.	This can include units of flow, pH, mass, temperature, or concentration. Examples include ug/l, lbs/d, etc.	Examples include Daily, 3/week, weekly, 2/month, monthly, quarterly, 2/yr, and yearly. All monitoring periods (quarterly, semiannual, annual, etc.) are based upon the calendar year unless otherwise specified in this Permit.	Examples include grab, 24 hour composite and 3 grab samples collected over a 6 hour period.

**Notes:****1. EFFLUENT LIMIT TYPES:**

- DAILY DISCHARGE:** The discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for the purposes of sampling. For pollutants expressed in units of mass, the 'daily discharge' is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the 'daily discharge' is calculated as the average measurement of the pollutant over the day.
- DAILY MAX:** The highest allowable daily discharge.
- DAILY MIN:** The lowest allowable daily discharge.
- MONTHLY AVG:** The highest allowable average of daily discharges over a calendar month, calculated as the sum of each of the daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.
- 7 DAY ARITHMETIC MEAN (7 day average):** The highest allowable average of daily discharges over a calendar week.
- 30 DAY GEOMETRIC MEAN:** The highest allowable geometric mean of daily discharges over a calendar month, calculated as the antilog of: the sum of the log of each of the daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.
- 7 DAY GEOMETRIC MEAN:** The highest allowable geometric mean of daily discharges over a calendar week.
- 12 MONTH ROLLING AVERAGE:** The current monthly value of a parameter, plus the sum of the monthly values over the previous 11 months for that parameter, divided by 12.
- RANGE:** The minimum and maximum instantaneous measurements for the reporting period must remain between the two values shown.

- ACTION LEVELS:** Routine Action Level monitoring results, if not provided for on the Discharge Monitoring Report (DMR) form, shall be appended to the DMR for the period during which the sampling was conducted. If the additional monitoring requirement is triggered as noted below, the permittee shall undertake a short-term, high-intensity monitoring program for the parameter(s). Samples identical to those required for routine monitoring purposes shall be taken on each of at least three consecutive operating and discharging days and analyzed. Results shall be expressed in terms of both concentration and mass, and shall be submitted no later than the end of the third month following the month when the additional monitoring requirement was triggered. Results may be appended to the DMR or transmitted under separate cover to the same address. If levels higher than the Action Levels are confirmed, the permit may be reopened by the Department for consideration of revised Action Levels or effluent limits. The permittee is not authorized to discharge any of the listed parameters at levels which may cause or contribute to a violation of water quality standards.



## PERMIT LIMITS, LEVELS AND MONITORING

OUTFALL	LIMITATIONS APPLY	RECEIVING WATER	EFFECTIVE	EXPIRING
001	All Year (unless otherwise specified)	Tr(b. of South Chuctanunda	BDP	ExDP

PARAMETER	EFFLUENT LIMIT					MONITORING REQUIREMENTS					FN
	Type	Limit	Units	Limit	Units	Sample Frequency	Sample Type	Location			
								Inf.	Eff.		
Flow	Monthly Average	100,000	GPD			Daily	Meter	X			
	Daily Maximum	Monitor									
BOD <sub>5</sub>	Daily Maximum	5.0	mg/L	4.2	lbs/day	1/Month	24-hr. Comp.	X	X	1	
Solids, Suspended	Daily Maximum	10	mg/L	8.3	lbs/day	1/Month	24-hr. Comp.	X	X	1	
Solids, Settleable	Daily Maximum	0.1	mL/L			1/Day	Grab	X	X		
Ammonia, as N	Daily Maximum	1.2 (S)	mg/L	1.0 (S)	lbs/day	1/Month	24-hr. Comp.	X	X	2	
		1.9 (W)		1.6 (W)							
pH	Range	6.5 – 8.5	SU			1/Day	Grab	X	X		
Dissolved Oxygen	Daily Minimum	7.0	mg/L			1/Week	Grab		X		
Temperature	Daily Maximum	Monitor	Deg C			1/Day	Grab	X	X		
Total Dissolved Solids	Daily Maximum	Monitor	mg/L	Monitor	lbs/day	Quarterly	Grab		X		
Copper, Total	Daily Maximum	Monitor	mg/L	Monitor	lbs/day	Quarterly	Grab		X		
Effluent Disinfection required		[ ] All Year		[ X ] Seasonal from May 1 to Oct 31							
Coliform, Fecal	30-Day Geometric Mean	200	No./100 mL			Monthly	Grab		X	3	
Coliform, Fecal	7 Day Geometric Mean	400	No./100 mL			Monthly	Grab		X	3	
Chlorine, Total Residual	Monthly Average	Monitor	µg/L	Monitor	lbs/day	Daily	Grab		X	3,4	
	Daily Maximum	30		Monitor							

### FOOTNOTES:

- Effluent shall not exceed 15 % and 15 % of influent concentration values for BOD<sub>5</sub> & TSS respectively.
- Summer period (S) shall be from June 1 to October 31. Winter period (W) shall be from November 1 to May 31.
- Limits and monitoring requirements are not in effect until May 1, 2023. See the schedule of compliance on page 7.
- Total residual chlorine monitoring is only required if using chlorine for disinfection or other means.

## PERMIT LIMITS, LEVELS AND MONITORING FOR NITROGEN:

### Mohawk River TMDL Implementation – Monitoring Requirements

Outfall No.: 001	Mohawk River Nutrient Monitoring - NITROGEN					Effective: EDP		Expiring: ExDP			
PARAMETER	EFFLUENT LIMIT					MONITORING REQUIREMENTS					FN
	Type	Limit	Units	Limit	Units	Sample Frequency	Sample Type	Location			
								Inf.	Eff.		
Total Kjeldahl Nitrogen (TKN), as N	Monthly Average	Monitor	mg/L	Monitor	lbs/day	See Footnote	Grab	X	X	1	
Nitrate, as N	Monthly Average	Monitor	mg/L	Monitor	lbs/day	See Footnote	Grab	X	X	1	
Nitrite, as N	Monthly Average	Monitor	mg/L	Monitor	lbs/day	See Footnote	Grab	X	X	1	
Total Nitrogen, as N	Monthly Average	Monitor	mg/L	Monitor	lbs/day	See Footnote	Calculated	X	X	1	

### Footnotes for Mohawk River Nitrogen WQ Based Effluent Limits and Monitoring:

1 – Single grab samples must be taken during January, April, July, and September for the 2-year monitoring period.

## PERMIT LIMITS, LEVELS AND MONITORING FOR PHOSPHORUS:

### Mohawk River TMDL Implementation – Monitoring Requirements

Outfall No.: 001	Mohawk River Nutrient Monitoring - <b>PHOSPHORUS</b>					Effective: EDP	Expiring: ExDP			
PARAMETER	EFFLUENT LIMIT					MONITORING REQUIREMENTS				FN
	Type	Limit	Units	Limit	Units	Sample Frequency	Sample Type	Location		
								Inf.	Eff.	
Total Phosphorus, as P	Monthly Average	Monitor	mg/L	Monitor	lbs/day	See Footnote	Grab	X	X	1
Soluble Reactive Phosphorus (SRP)	Monthly Average	Monitor	mg/L	Monitor	lbs/day	See Footnote	Grab	X	X	1

### Footnotes for Mohawk River Phosphorus WQ Based Effluent Limits and Monitoring:

1 – Single grab samples must be taken during January, April, July, and September for the 2-year monitoring period.

## Mercury Minimization Program for Low Priority POTWs

The permittee shall inspect each tributary dental facility at least once every five years to verify compliance with the wastewater treatment operation, maintenance, and notification elements of 6NYCRR Part 374.4. Inspection and/or outreach to other industrial/commercial sectors which may contribute mercury is also recommended. All new or increased tributary discharges, including hauled wastes, which are from sources that are industrial in nature must be evaluated for mercury content and, if levels exceed 500 ng/L, authorization must then be obtained from the Department prior to acceptance. Equipment and materials which may contain mercury shall also be evaluated by the permittee and replaced with mercury-free alternatives where environmentally preferable. A file shall be maintained containing the notices submitted by dental offices and all other pertinent information. This file shall be available for review by NYSDEC representatives and copies shall be provided upon request. A permit modification may be necessary to include more stringent requirements for POTWs which do not maintain low mercury effluent levels. Note: the mercury-related requirements in this permit conform to the mercury Multiple Discharge Variance specified in NYSDEC policy DOW 1.3.10.

## DISCHARGE NOTIFICATION REQUIREMENTS

- (a) Except as provided in (c) and (g) of these Discharge Notification Act requirements, the permittee shall install and maintain identification signs at all outfalls to surface waters listed in this permit. Such signs shall be installed before initiation of any discharge.
- (b) Subsequent modifications to or renewal of this permit does not reset or revise the deadline set forth in (a) above, unless a new deadline is set explicitly by such permit modification or renewal.
- (c) The Discharge Notification Requirements described herein do not apply to outfalls from which the discharge is composed exclusively of storm water, or discharges to ground water.
- (d) The sign(s) shall be conspicuous, legible and in as close proximity to the point of discharge as is reasonably possible while ensuring the maximum visibility from the surface water and shore. The signs shall be installed in such a manner to pose minimal hazard to navigation, bathing or other water related activities. If the public has access to the water from the land in the vicinity of the outfall, an identical sign shall be posted to be visible from the direction approaching the surface water.

The signs shall have minimum dimensions of eighteen inches by twenty four inches (18" x 24") and shall have white letters on a green background and contain the following information:

<b>N.Y.S. PERMITTED DISCHARGE POINT</b>	
<b>SPDES PERMIT No.: NY _____</b>	
<b>OUTFALL No. : _____</b>	
For information about this permitted discharge contact:	
Permittee Name: _____	
Permittee Contact: _____	
Permittee Phone: (    ) - ### - ####	
OR:	
NYSDEC Division of Water Regional Office Address:	
NYSDEC Division of Water Regional Phone: (    ) - ### - ####	

- (e) For each discharge required to have a sign in accordance with a), the permittee shall, concurrent with the installation of the sign, provide a repository of copies of the Discharge Monitoring Reports (DMRs), as required by the **RECORDING, REPORTING AND ADDITIONAL MONITORING REQUIREMENTS** page of this permit. This repository shall be open to the public, at a minimum, during normal daytime business hours. The repository may be at the business office repository of the permittee or at an off-premises location of its choice (such location shall be the village, town, city or county clerk's office, the local library or other location as approved by the Department). In accordance with the **RECORDING, REPORTING AND ADDITIONAL MONITORING REQUIREMENTS** page of your permit, each DMR shall be maintained on record for a period of five years
- (f) The permittee shall periodically inspect the outfall identification sign(s) in order to ensure they are maintained, are still visible, and contain information that is current and factually correct. Signs that are damaged or incorrect shall be replaced within 3 months of inspection.

## DISCHARGE NOTIFICATION REQUIREMENTS (continued)

- (g) All requirements of the Discharge Notification Act, including public repository requirements, are waived for any outfall meeting any of the following circumstances, provided Department notification is made in accordance with (h) below:
- (i) such sign would be inconsistent with any other state or federal statute;
  - (ii) the Discharge Notification Requirements contained herein would require that such sign could only be located in an area that is damaged by ice or flooding due to a one-year storm or storms of less severity;
  - (iii) instances in which the outfall to the receiving water is located on private or government property which is restricted to the public through fencing, patrolling, or other control mechanisms. Property which is posted only, without additional control mechanisms, does not qualify for this provision;
  - (iv) instances where the outfall pipe or channel discharges to another outfall pipe or channel, before discharge to a receiving water; or
  - (v) instances in which the discharge from the outfall is located in the receiving water, two hundred or more feet from the shoreline of the receiving water.
- (h) If the permittee believes that any outfall which discharges wastewater from the permitted facility meets any of the waiver criteria listed in (g) above, notification (form enclosed) must be made to the Department's Bureau of Water Permits, 625 Broadway, Albany, N.Y. 12233-3505, of such fact, and, provided there is no objection by the Department, a sign and DMR repository for the involved outfall(s) are not required. This notification must include the facility's name, address, telephone number, contact, permit number, outfall number(s), and reason why such outfall(s) is waived from the requirements of discharge notification. The Department may evaluate the applicability of a waiver at any time, and take appropriate measures to assure that the ECL and associated regulations are complied with.

## SCHEDULE OF COMPLIANCE

a) The permittee shall comply with the following schedule:

Outfall(s)	Parameter(s) Affected	Interim Effluent Limit(s)	Compliance Action	Due Date
001	Fecal Coliform Total Residual Chlorine	N/A	The permittee shall submit an approvable engineering report, prepared by a Professional Engineer licensed to practice engineering in New York State, detailing the disinfection designs that will be used to comply with the final effluent limitations for Fecal Coliform and Total Residual Chlorine.	May 1, 2020
			The permittee shall submit approvable Engineering Plans, Specifications, and Construction Schedule for the Implementation of effluent disinfection.	May 1, 2021
			The permittee shall begin construction of the treatment facilities in accordance with the Department approved schedule.	May 1, 2022
			The permittee shall complete construction and commence operation of the system, and comply with the final effluent limitations for Fecal Coliform and Total Residual Chlorine.	May 1, 2023

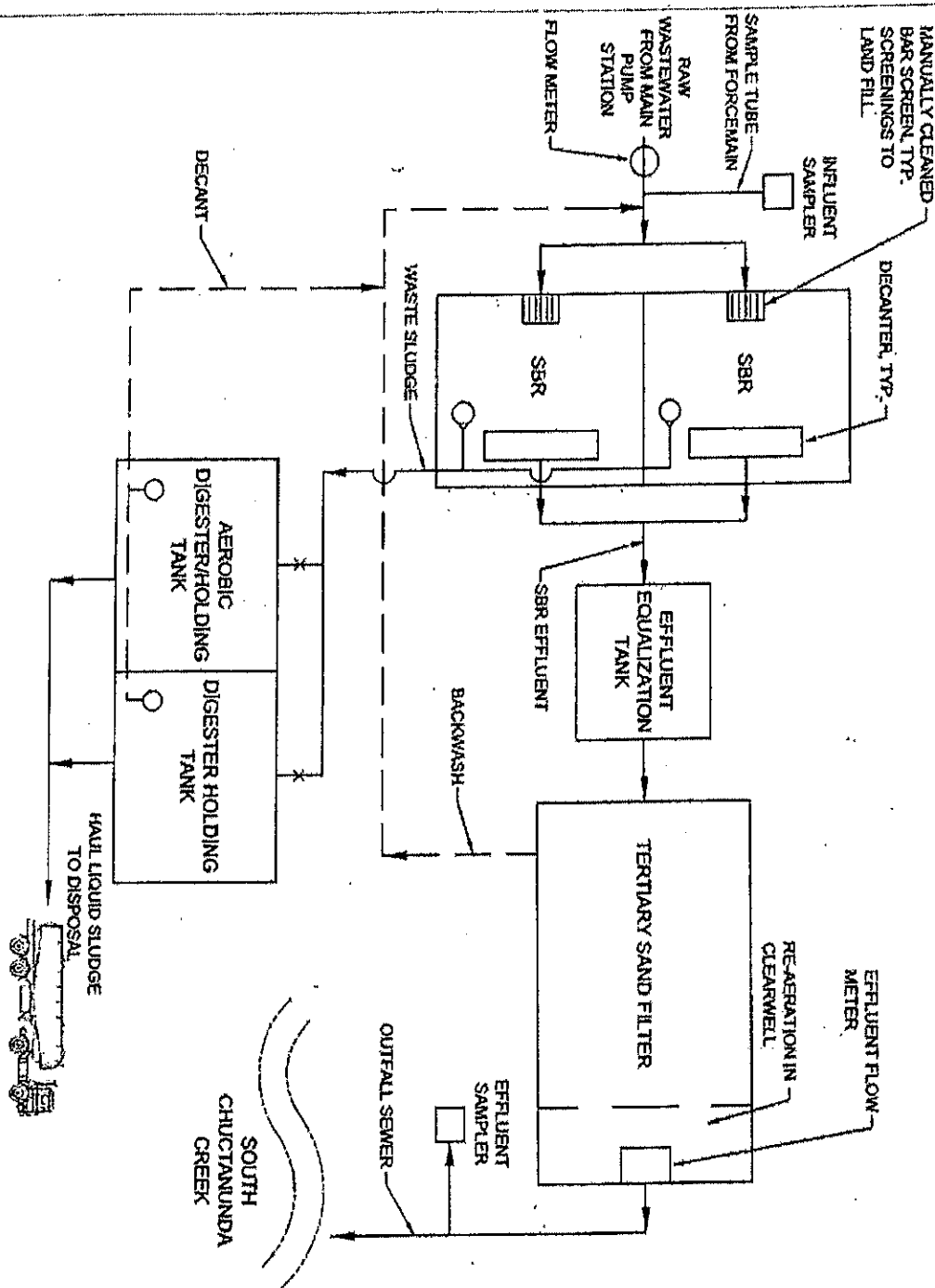
The above compliance actions are one time requirements. The permittee shall comply with the above compliance actions to the Department's satisfaction once. When this permit is administratively renewed by NYSDEC letter entitled "SPDES NOTICE/RENEWAL APPLICATION/PERMIT," the permittee is not required to repeat the submission(s) noted above. The above due dates are independent from the effective date of the permit stated in the "SPDES NOTICE/RENEWAL APPLICATION/PERMIT" letter.

- b) For any action where the compliance date is greater than 9 months past the previous compliance due date, the permittee shall submit interim progress reports to the Department every nine (9) months until the due date for these compliance items are met.
- c) The permittee shall submit a written notice of compliance or non-compliance with each of the above schedule dates no later than 14 days following each elapsed date, unless conditions require more immediate notice as prescribed in 6 NYCRR Part 750-1.2(a) and 750-2. All such compliance or non-compliance notification shall be sent to the locations listed under the section of this permit entitled RECORDING, REPORTING AND ADDITIONAL MONITORING REQUIREMENTS. Each notice of non-compliance shall include the following information:
1. A short description of the non-compliance;
  2. A description of any actions taken or proposed by the permittee to comply with the elapsed schedule requirements without further delay and to limit environmental impact associated with the non-compliance;
  3. A description of any factors which tend to explain or mitigate the non-compliance; and
  4. An estimate of the date the permittee will comply with the elapsed schedule requirement and an assessment of the probability that the permittee will meet the next scheduled requirement on time.

The permittee shall submit copies of any document required by the above schedule of compliance to the NYSDEC Regional Water Engineer at the location listed under the section of this permit entitled RECORDING, REPORTING AND ADDITIONAL MONITORING REQUIREMENTS and to the Bureau of Water Permits, 625 Broadway, Albany, N.Y. 12233-3505, unless otherwise specified in this permit or in writing by the Department.

## MONITORING LOCATIONS

The permittee shall take samples and measurements, to comply with the monitoring requirements specified in this permit, at the locations(s) specified below:



Note: The permittee will install an UV disinfection unit as part of the disinfection requirements in the schedule of compliance. This unit will be located after the tertiary sand filters, and before the effluent sampler location.

## GENERAL REQUIREMENTS

A. The regulations in 6 NYCRR Part 750 are hereby incorporated by reference and the conditions are enforceable requirements under this permit. The permittee shall comply with all requirements set forth in this permit and with all the applicable requirements of 6 NYCRR Part 750 incorporated into this permit by reference, including but not limited to the regulations in the following paragraphs:

B. General Conditions

- |  |   |
|--|---|
| 1. Duty to comply                                | 6 NYCRR 750-2.1(e) & 2.4                |
| 2. Duty to reapply                               | 6 NYCRR 750-1.16(a)                     |
| 3. Need to halt or reduce activity not a defense | 6 NYCRR 750-2.1(g)                      |
| 4. Duty to mitigate                              | 6 NYCRR 750-2.7(f)                      |
| 5. Permit actions                                | 6 NYCRR 750-1.1(c), 1.18, 1.20 & 2.1(h) |
| 6. Property rights                               | 6 NYCRR 750-2.2(b)                      |
| 7. Duty to provide information                   | 6 NYCRR 750-2.1(i)                      |
| 8. Inspection and entry                          | 6 NYCRR 750-2.1(a) & 2.3                |

C. Operation and Maintenance

- |                                   |                                      |
|-----------------------------------|--------------------------------------|
| 1. Proper Operation & Maintenance | 6 NYCRR 750-2.8                      |
| 2. Bypass                         | 6 NYCRR 750-1.2(a)(17), 2.8(b) & 2.7 |
| 3. Upset                          | 6 NYCRR 750-1.2(a)(94) & 2.8(c)      |

D. Monitoring and Records

- |                           |  |
|---------------------------|--|
| 1. Monitoring and records | 6 NYCRR 750-2.5(a)(2), 2.5(a)(6), 2.5(c)(1), 2.5(c)(2), & 2.5(d) |
| 2. Signatory requirements | 6 NYCRR 750-1.8 & 2.5(b)   |

E. Reporting Requirements

- |   |                             |
|---|-----------------------------|
| 1. Reporting requirements for POTWs           | 6 NYCRR 750-2.5, 2.7 & 1.17 |
| 2. Anticipated noncompliance                  | 6 NYCRR 750-2.7(a)          |
| 3. Transfers                                  | 6 NYCRR 750-1.17            |
| 4. Monitoring reports                         | 6 NYCRR 750-2.5(e)          |
| 5. Compliance schedules                       | 6 NYCRR 750-1.14(d)         |
| 6. 24-hour reporting                          | 6 NYCRR 750-2.7(c) & (d)    |
| 7. Other noncompliance                        | 6 NYCRR 750-2.7(e)          |
| 8. Other information                          | 6 NYCRR 750-2.1(f)          |
| 9. Additional conditions applicable to a POTW | 6 NYCRR 750-2.9             |

F. Planned Changes

1. The permittee shall give notice to the Department as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:
  - a. The alteration or addition to the permitted facility may meet of the criteria for determining whether facility is a new source in 40 CFR §122.29(b); or
  - b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, or to notification requirements under 40 CFR §122.42(a)(1); or
  - c. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.

In addition to the Department, the permittee shall submit a copy of this notice to the United States Environmental Protection Agency at the following address: U.S. EPA Region 2, Clean Water Regulatory Branch, 290 Broadway, 24th Floor, New York, NY 10007-1866.

## GENERAL REQUIREMENTS continued

### G. Notification Requirement for POTWs

1. All POTWs shall provide adequate notice to the Department and the USEPA of the following:
  - a. Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to section 301 or 306 of CWA if it were directly discharging those pollutants; or
  - b. Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit.
  - c. For the purposes of this paragraph, adequate notice shall include information on:
    - i. the quality and quantity of effluent introduced into the POTW, and
    - ii. any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.

POTWs shall submit a copy of this notice to the United States Environmental Protection Agency, at the following address:  
U.S. EPA Region 2, Clean Water Regulatory Branch, 290 Broadway, 24th Floor, New York, NY 10007-1866

### H. Sludge Management

The permittee shall comply with all applicable requirements of 6 NYCRR Part 360.

### I. SPDES Permit Program Fee

The permittee shall pay to the Department an annual SPDES permit program fee within 30 days of the date of the first invoice, unless otherwise directed by the Department, and shall comply with all applicable requirements of ECL 72-0602 and 6 NYCRR Parts 480, 481 and 485. Note that if there is inconsistency between the fees specified in ECL 72-0602 and 6 NYCRR Part 485, the ECL 72-0602 fees govern.

### J. Water Treatment Chemicals (WTCs)

New or increased use and discharge of a WTC requires prior Department review and authorization. At a minimum, the permittee must notify the Department in writing of its intent to change WTC use by submitting a completed *WTC Notification Form* for each proposed WTC. The Department will review that submittal and determine if a SPDES permit modification is necessary or whether WTC review and authorization may proceed outside of the formal permit administrative process. The majority of WTC authorizations do not require SPDES permit modification. In any event, use and discharge of a WTC shall not proceed without prior authorization from the Department. Examples of WTCs include biocides, coagulants, conditioners, corrosion inhibitors, defoamers, deposit control agents, flocculants, scale inhibitors, sequestrants, and settling aids.

1. WTC use shall not exceed the rate explicitly authorized by this permit or otherwise authorized in writing by the Department.
2. The permittee shall maintain a logbook of all WTC use, noting for each WTC the date, time, exact location, and amount of each dosage, and, the name of the individual applying or measuring the chemical. The logbook must also document that adequate process controls are in place to ensure that excessive levels of WTCs are not used.
3. The permittee shall submit a completed *WTC Annual Report Form* each year that they use and discharge WTCs. This form shall be attached to either the December DMR or the annual monitoring report required below.

The *WTC Notification Form* and *WTC Annual Report Form* are available from the Department's website at:  
<http://www.dec.ny.gov/permits/93245.html>



## RECORDING, REPORTING AND ADDITIONAL MONITORING REQUIREMENTS

- A. The monitoring information required by this permit shall be retained for a period of at least five years from the date of the sampling for subsequent inspection by the Department or its designated agent.
- B. The monitoring information required by this permit shall be summarized and reported by submitting:

Discharge Monitoring Reports (DMRs): Completed DMR forms shall be submitted for each 1 month reporting period in accordance with the DMR Manual available on Department's website.

DMRs must be submitted electronically using the electronic reporting tool (NetDMR) specified by NYSDEC. Instructions on the use of NetDMR are available in the DMR Manual. Attach the monthly "Wastewater Facility Operation Report" (form 92-15-7) and any required DMR attachments electronically to the DMR.

To submit via hard copy: Hard copy paper DMRs will only be accepted by the Department if a waiver from the electronic submittal requirements has been granted by DEC to the facility. Attach a hard copy of the monthly "Wastewater Facility Operation Report" (form 92-15-7) to the DMR. The Facility Operation report and DMRs shall be sent to:

Department of Environmental Conservation  
Division of Water, Bureau of Water Compliance  
625 Broadway, Albany, New York 12233-3506

Phone: (518) 402-8177

Department of Environmental Conservation  
Division of Water, Regional Water Engineer  
1130 North Westcott Road  
Schenectady, NY 12306-2014

Phone: (518) 357-2045

The first monitoring period begins on the effective date of this permit, and, unless otherwise required, the reports are due no later than the 28th day of the month following the end of each monitoring period.

- C. Bypass and Sewage Pollutant Right to Know Reporting: In accordance with the Sewage Pollutant Right to Know Act (ECL § 17-0826-a), Publicly Owned Treatment Works (POTWs) are required to notify DEC and Department of Health within two hours of discovery of an untreated or partially treated sewage discharge and to notify the public and adjoining municipalities within four hours of discovery. Information regarding reporting and other requirements of this program may be found on the Department's website. In addition, POTWs are required to provide a five-day incident report and supplemental information to the DEC in accordance with Part 750-2.7(d) by utilizing the Department's Non-Compliance Report Form unless waived by DEC on a case-by-case basis.
- D. Monitoring and analysis shall be conducted using sufficiently sensitive test procedures approved under 40 CFR Part 136, unless other test procedures have been specified in this permit.
- E. More frequent monitoring of the discharge(s), monitoring point(s), or waters of the State than required by the permit, where analysis is performed by a certified laboratory or where such analysis is not required to be performed by a certified laboratory, shall be included in the calculations and recording of the data on the corresponding DMRs.
- F. Calculations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified in this permit.
- G. Unless otherwise specified, all information recorded on the DMRs shall be based upon measurements and sampling carried out during the most recently completed reporting period.
- H. Any laboratory test or sample analysis required by this permit for which the State Commissioner of Health issues certificates of approval pursuant to section 502 of the Public Health Law shall be conducted by a laboratory which has been issued a certificate of approval. Inquiries regarding laboratory certification should be directed to the New York State Department of Health, Environmental Laboratory Accreditation Program.

## SPDES Permit Statement of Basis – Surface Water Discharges

Permittee: Town of Duaneburg  
Facility: Mariaville Lake Sewer District #2  
SPDES No: NY 026 8437

Date: December 27, 2018  
Permit Writer: Alison Wasserbauer

### I. SUMMARY OF PROPOSED PERMIT CHANGES

A State Pollutant Discharge Elimination System (SPDES) permit EBPS modification is proposed. Following is a summary of the proposed changes in the draft permit as compared to the currently effective permit, the details of these changes are specified below and in the draft permit:

- Updated the cover page of the permit to reflect more accurate information.
- Added daily maximum flow monitoring, and changed the sample frequency from instantaneous to daily.
- Added daily maximum mass load limits for BOD<sub>5</sub> (4.2 lbs/day) and TSS (8.3 lbs/day).
- Converted ammonia from "as NH<sub>3</sub>" to "as N". Summer limit converted from 1.5 mg/L to 1.2 mg/L. Winter limit converted from 2.2 mg/L to 1.9 mg/L. Mass loading limits of 1.0 lbs/day (summer) and 1.6 lbs/day (winter) were also added.
- Reduced the pH range from 6.0 – 9.0 to 6.5 – 8.5 in accordance with the dilution ratio and 6 NYCRR 703.3.
- Added new monitoring requirements for Total Dissolved Solids and Total Copper.
- Added short term monitoring requirements for Total Kjeldahl Nitrogen, Nitrate, Nitrite, Total Nitrogen, Total Phosphorus and Soluble Reactive Phosphorus as part of the Mohawk River Source Water Protection Program.
- Updated the flow diagram under the Monitoring Locations section, and included a note about future UV disinfection units that will be installed.

Please note that when the Department updates a permit this typically includes updated forms incorporating the latest general conditions.

### II. BACKGROUND INFORMATION

As noted throughout this document, SPDES permits are based on both federal and state requirements including laws, regulations, policies, and guidance. These references can generally be found on the internet. Current locations include: Clean Water Act (CWA) [www.epa.gov/lawsregs/laws/index.html#env](http://www.epa.gov/lawsregs/laws/index.html#env); Environmental Conservation Law (ECL) [www.dec.ny.gov/regulations/40195.html](http://www.dec.ny.gov/regulations/40195.html); federal regulations [www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR](http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR); state environmental regulations [www.dec.ny.gov/regulations/regulations.html](http://www.dec.ny.gov/regulations/regulations.html); NYSDEC water policy [www.dec.ny.gov/regulations/2654.html](http://www.dec.ny.gov/regulations/2654.html).

### III. PROPOSED PERMIT REQUIREMENTS

The Department evaluates discharges with respect to the relevant sections of the CWA, ECL, federal/state regulations, policy, and guidance to determine which conditions to include in the draft permit.

The Department determines the **technology-based effluent limits (TBELs)** that must be incorporated into the permit. A TBEL requires a minimum level of treatment. For industrial point sources, TBELs are typically based

on federal effluent guidelines and/or best professional judgment (BPJ). BPJ considers currently available treatment technologies and appropriate Best Management Practices (BMPs). For municipal POTWs and private sewage treatment plants, TBELs are typically based on secondary treatment requirements and, if applicable, CSO control policy.

The Department then evaluates the water quality expected to result from technology controls to determine if any exceedances of water quality criteria in the receiving water might result. If so, **water quality-based effluent limits (WQBELs)** must be included in the permit. A WQBEL is designed to ensure that the water quality standards of receiving waters are being met. In general, effluent limits for a particular pollutant are the more stringent of either the TBEL or WQBEL.

For existing permittees, the previous permit typically forms the basis for the next permit. Permit revisions are implemented where justified due to changed conditions at the facility and/or in response to updated regulatory requirements. Regulatory anti-backsliding requirements prohibit the relaxation of effluent limits in reissued permits unless one of the specified exceptions applies, as detailed in TOGS 1.2.1.

Applicable law and regulation requires that monitoring be included in permits to determine compliance with effluent limitations. Additional effluent monitoring may also be required to gather data to determine if effluent limitations may be required. The permittee is responsible for conducting the monitoring and, when required, for reporting results on DMRs. The permit contains the monitoring requirements for the facility. Monitoring frequency is based on the minimum sampling necessary to adequately monitor the facility's performance and TOGS 1.2.1 and TOGS 1.3.3. Mercury-related requirements, if included, conform to TOGS 1.3.10.

# **OUTFALL RECEIVING WATER & POLLUTANT SUMMARY TABLES**

Outfall Number	Latitude	Longitude	Receiving Water Name	Water Class	Water Index Number	Major/Sub Basin
001	42° 49' 60"	74° 09' 40"	Trib. of South Chocomaunda Creek	C	240-70-20	12/01
Source(s) of Wastewater:			Sewage.			
Existing Wastewater Treatment Facilities:			Bar screen, Sequencing Batch Reactors (SBRs) (2), Equalization tank, Rotating disk filters. Sludge sent to aerobic digester			

Effluent Parameter  (concentration in ug/l and mass in lbs/day unless otherwise specified)	Existing Effluent Quality				TBELs				Water Quality Data & WQBELs						Permit Basis (T or WQ or NA)
	concentration		mass		conc.	mass	Type	PQL	Ambient Criteria	Ambient Background	WQBEL				
	Avg/Max	95%/99%	Avg/Max	95%/99%							conc.	conc.	conc.	mass	Type
Flow Rate, units = MGD	Average	0.040	Maximum	0.071	0.10	-	MA	NA	7Q10 = 0.013, 30Q10 = 0.016, Dilution/Mixing = 0						T
pH (su)	Minimum	6.5	Maximum	8.1	6.0 - 9.0	-	Range	-	6.5 - 8.5	-	6.5 - 8.5	-	Range	WQ	
Temperature (C)	13 / 23	-	-	-	Monitor	-	Monitor	-	32	-	32	-	DM	T	
Hardness (mg/L)	-	-	-	-	-	-	-	-	NA	73	-	-	-	-	
Dissolved Oxygen (mg/L)	7.5 / 8.4	-	-	-	7.0	-	Min.	-	4.0	11.4	7.0	-	Min.	T	
BOD5 (mg/L)	4.4 / 14	11 / 18	-	-	5.0	-	DM	-	DO 703.3	ND	5.0	4.2	DM	WQ	
BOD5 % removal	97 / 99	-	-	-	85%	-	MA	-	NA	-	-	-	-	T	
TSS (mg/L)	4.5 / 18	11 / 19	-	-	10	-	DM	-	Narrative	-	10	8.3	DM	WQ	
TSS % removal	94 / 99	-	-	-	85%	-	MA	-	NA	-	-	-	-	T	
TDS (mg/L)	435	-	-	-	Monitor	-	Monitor	-	500	165	335	-	DM	T	
Settleable Solids (mL/L)	0.1 (S)	-	-	-	0.1	-	DM	-	Narrative	-	-	-	-	T	
Ammonia, N (mg/L)	0.85 (S) 1.1 / 3.3 (W)	3.0 / 5.2 (S) 4.4 / 5.2 (W)	-	-	1.2 (S) 1.9 (W)	-	DM	-	1.2 (S) 1.9 (W)	ND	1.2 (S) 1.9 (W)	1.0 (S) 1.6 (W)	DM	WQ	
TKN, N (mg/L)	1.7	-	-	-	-	-	-	-	DO 703.3	1.7	-	-	-	*	
Nitrate, N (mg/L)	5.3	-	-	-	-	-	-	-	-	-	-	-	-	*	
Nitrite, N (mg/L)	0.02	-	-	-	-	-	-	-	0.10	-	0.10	-	DM	*	
Phosphorus, Soluble Reactive (mg/L)	1.1	-	-	-	-	-	-	-	Narrative	-	-	-	-	*	
Phosphorus, Total (mg/L)	1.2	-	-	-	-	-	-	-	Narrative	0.17	-	-	-	*	

Effluent Parameter  (concentration in ug/l and mass in lbs/day unless otherwise specified)	Existing Effluent Quality				TBEIs				Water Quality Data & WQBELs						Permit Basis  (T or WQ or NA)
	concentration		mass		conc.	mass	Type	conc.	Ambient Criteria	Ambient Background	WQBEL				
	Avg/Max	95%/99%	Avg/Max	95%/99%					conc.	conc.	conc.	mass	Type		
Chlorine, Total Residual (mg/L)	ND				2.0	Monitor	DM	0.030	0.005	-	0.005	Monitor	DM	WQ/PQL	
Fecal Coliform	1200				200 / 400	-	MA/WA	-	200	-	200	-	GM	T	
Oil and Grease (mg/L)	ND				-	-	-	-	Narrative	-	-	-	-	-	
Copper, Total (µg/L)	10				Monitor	-	Monitor	-	6.8	-	6.8	Monitor	DM	T	
Mercury, Total (ng/L)	ND				-	-	-	-	0.7	-	0.7	-	DM	-	
Zinc, Total (µg/L)	19				-	-	-	-	64	-	64	0.053	DM	-	

\* Short-term monitoring is required as part of the Mohawk Watershed Source Water Protection program. Sampling will be a single grab performed once a month during the following months over a period of 2 years: January, April, July, and September.



## Environmental Facilities Corporation

ANDREW M. CUOMO  
Governor

SABRINA M. TY  
President and CEO

January 16, 2019

Roger Tidball  
Supervisor  
Town of Duanesburg  
5853 Western Turnpike  
Duanesburg, NY 12056

**Re: New York State Clean Water State Revolving Fund ("CWSRF")  
CWSRF Project No.: C4-5469-06-00  
Town of Duanesburg  
Schenectady County**

Dear Supervisor Tidball:

We have received and reviewed your application. Based on our review of your submission, EFC requires the items listed below. EFC may also require you to submit additional materials based on our review of the items below.

Items required for Project Finance Agreement ("Agreement") execution and closing:

1. Letter confirming the type II declaration cited in the 05/10/2018 resolution is based on 6 NYCRR 617.5(c)(29)
2. Copies of BANs outstanding with respect to the project, if any (if none, please confirm)
3. If BANs are outstanding - copies of all cost documentation paid with BAN proceeds
4. 202-B Proceeding:
  - a. Copy of map and plan for the District
  - b. Certified copy of the Order calling for a public hearing.
  - c. Affidavit of publication for the notice of the public hearing
5. Confirm no claims/litigation identified with respect to the project
6. Confirm no private use/private operator agreement with respect to the project
7. Confirm no Intermunicipal agreements with respect to the project
8. Executed engineering agreement for planning and/or design phase services (with EFC bid packet)
9. MWBE work plan
10. MWBE utilization plan for engineering agreement reference above

We request that all items listed above be submitted to us by no later than January 30<sup>th</sup>. If you cannot provide the items listed above by January 30<sup>th</sup>, it may delay the execution of your Agreement.

Upon execution of the Agreement, EFC will release funds associated with the items below only as they are received.

Items required for the release of funds:

1. Acceptable MWBE Utilization Plans for contracts and agreements over the threshold values
2. Executed engineering agreement for construction phase services (with EFC bid packet)
3. Executed bond counsel agreement
4. Executed local counsel agreement
5. Title certification (form enclosed)
6. Construction plans and specifications
7. Engineers certification of technical requirements
8. Notice of bid advertisement (certified) affidavit
9. All addenda
10. Bid tabulations and evaluations
11. Notice of award
12. Notice to proceed
13. Executed construction contracts (amount and signature pages)
14. Executed change orders not yet submitted

Please submit all materials to Attn: Nick Adams, 625 Broadway, Albany, New York 12207-2997.  
For your information, the EFC staff assigned to your project are listed below.

- ◇ Finance – Nick Adams (Nichlaus.Adams@efc.ny.gov)
- ◇ Legal – Derek Sellman, Esq. (Derek.Sellman@efc.ny.gov)
- ◇ Engineering – Karen Rusin, P.E. (Karen.Rusin@efc.ny.gov)
- ◇ M/WBE - EEO – Carly Glassbrenner (Carly.Glassbrenner@efc.ny.gov)

We look forward to working with you on your project.

Sincerely,



Nick Adams  
Financial Analyst

cc: Robert Chiappisi  
William Brown, P.E.  
Teresa Bakner, Esq.  
John Vagianelis, Esq.  
Jim Ng, P.E.

SBR out of service. This will provide adequate screening while also providing the facility with the ability to operate with a SBR basin out of service.

#### UV Disinfection – Self Cleaning and Redundancy

The UV system will be replaced with a new, self-cleaning system with a redundant bank.

#### Control and Electrical Upgrades

The control system will be upgraded to provide adequate monitoring and alarming of the critical process equipment. Additionally, the motor control center in the blower building will be replaced, with all the blowers being equipped with variable frequency drives. Flow controls will be added to the post-EQ pumps to allow for a continuous feed to the effluent filters. The upgraded control system will include dissolved oxygen monitoring and will pace the blowers to maintain the required aeration while minimizing excess air and the associated power requirements.

The project cost estimate to complete the long-term improvements is \$1,773,178. A detailed cost estimate is included in Attachment 5.

The timeline below summarizes and identifies key dates for financing, design, regulatory review, bidding and construction of the long-term improvements. The long-term improvement schedule is subject to the Town's ability to obtain economically viable financing and may be extended accordingly.

• CWSRF Annual List Submission	October 2017
• CWSRF IUP Issued	December 2017
• Prepare and Submit Water Grant App	June 2018
• Notice of Water Grant Award	October 2018
• CWSRF Financing Application	February 2019
• Close on Short-Term Financing	August 2019
• Design Plan Submission to Regulatory Agencies	March 2020
• Regulatory Agency Approval	May 2020
• Advertise for Bids	June 2020
• Receive Bids	July 2020
• Award Construction Contract	August 2020
• Notice to Proceed	September 2020
• Construction Completion	December 2021



## **PROFESSIONAL SERVICES AGREEMENT**

### **Delanson WWTP Long Term Improvements**

This Agreement is by and between

**Town of Duanesburg ("CLIENT")**  
**5853 Western Turnpike**  
**Duanesburg, NY 12056**

and,

**Delaware Engineering, D.P.C. ("ENGINEER")**  
**28 Madison Avenue Extension**  
**Albany, New York 12203**

Who agree as follows:

The CLIENT hereby engages the ENGINEER to perform the services described in Part I ("Services") and the ENGINEER agrees to perform the Services for the compensation set forth in Part II. Work shall be conducted pursuant to the Standard Terms and Conditions provided in Part III. The ENGINEER shall be authorized to commence the Services upon execution of this Agreement. The CLIENT and the ENGINEER agree that this signature page, together with Parts I-III and any attachments referred to therein, constitute the entire agreement between them relating to continuing Project assignments (Agreement).

APPROVED FOR CLIENT

APPROVED FOR ENGINEER

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

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

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

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

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

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

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

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

## **PART I PROJECT BACKGROUND**

The Town of Duanesburg owns and operates a wastewater treatment plant located off of Cole Road. The WWTP treats collected wastewater from the Town's Sewer District #1 – Delanson, and starting in 2018 from Sewer District #3 Duanesburg. In 2016 the Town entered into an Order on Consent with NYSDEC to address SPDES permit violations. The order required that an assessment and corresponding improvements to the plant be made. Improvements were identified as short and long term. Short term improvements were completed in 2018. An engineering report was prepared in 2017 to identify long term improvements which were needed at the plant to address performance and operating issues. The report was submitted to NYSEFC and the project included in their Intended Use Plan.

The report was updated in 2018, and identified a schedule for completion of these improvements by end of 2021. The report was approved by NYSDEC and the Order on Consent was amended to require completion of the project in accordance with this schedule. In 2018 the updated engineering report was submitted to NYSEFC along with a funding application under the Water Infrastructure Improvement Act (WIIA) and Clean Water State Revolving Fund (CWSRF) Programs. In December 2018 the Town was notified they were awarded a WIIA grant in the amount of \$436,000 to support the project, with the remaining balance to be financed through CWSRF.

## **PART II ENGINEER'S RESPONSIBILITIES**

Delaware Engineering, DPC proposed professional services to be provided.

### **Task 1 – Design**

Delaware will provide the following design services for the recommended plan as set forth in the April 2018 Engineering Report:

1. Preparation of bid documents with scope of work consistent with NYSDEC approved engineering report. Scope of work is notably:
  - a. New Equalization Tank
  - b. New Fine Screen
  - c. Disinfection Equipment
  - d. SCADA System Upgrades
2. Travel to site to review existing conditions and gather additional information needed for design work.
3. Coordinate and review project work plan with the Town staff via site visits, telephone and email.
4. Review the recommended plan with the Town staff and confirm the scope of work, including likely storage and staging areas, tie-in connection details, desired order of work for the contractor, etc.

5. Prepare Contract Documents [i.e., plans and specifications] for two prime contracts (TD1-G-20 – General, TD1-E-20 - Electrical), for bidding and construction in 2020, in accordance with NYS Municipal Law.
6. Obtain prevailing NYS and Federal (Davis Bacon) wage schedules
7. Prepare specifications to include bid notice/advertisement, information for bidders, work item descriptions, bid forms, bond requirements, agreement information, general conditions, special conditions, technical specifications, prevailing wage schedules & permits. It is anticipated that a storm water pollution prevention plan (SWPPP) will not be required and, as such, erosion and sediment control details will be included in the specifications.

Since funding for the construction work will be via NYSEFC CWSRF grant and loan funds, NYSEFC Funding agency requirements will be incorporated into the Specifications including the NYSEFC – Program Requirements Bid Packet – Construction Contracts (effective October 1, 2017).

8. Prepare Contract Drawings.
9. Review Contract Documents with Town staff, and revise to address comments.
10. Forward up to three (3) sets of contract documents to NYSDEC and NYSEFC for review and comment. Teleconference and/or meet with NYSDEC & NYSEFC up to one time to review and obtain comments.
11. Review and address NYSDEC and NYSEFC comments (up to one round of comments) and, if required, provide written response letter to each agency for their approval.
12. If required, forward up to three (3) sets of revised contract documents to NYSDEC & NYSEFC for final approval.
13. Provide Town with an updated probable cost estimate (one time) at completion of design. Prior to completion of the design, the Engineer will, to the best of their ability, advise the Village if it is believed that the costs may exceed the project budget due to changes requested by NYSDEC or NYSEFC, changes requested by the Town, updated cost information for materials or services, or other factors which become evident during design.
14. Engineer to coordinate directly with Town staff and will attend monthly Town Board meetings to apprise the Board of project activities.

***Site Visits:***

- To site – periodic
- To Town Board Meetings – monthly

***Deliverables:***

- Contract documents for Town and NYSDEC/NYSEFC - for review and approval

## **Task 2 – Bid/Award**

1. Prepare a bid notice and forward to Town Clerk for advertising in newspaper.
2. Prepare for and attend pre-bid meeting with Town and prospective contractors.
3. Respond to contractor questions and prepare and issue addenda as needed.
4. Attend bid opening at Town Hall.
5. Review received bids and prepare contract award recommendation. Submit to Town Board for consideration

## **Task 3 – Construction Management/Admin**

1. Advise NYSDEC and NYSEFC in writing of the construction schedule and schedule to commence construction.
2. Review and process contractor shop drawings and submittals (e.g., piping materials, layout drawings, technical information for materials and equipment, etc.) as necessary to confirm that the contractor is providing the required items.
3. Maintain two files for each prime contract containing contractor shop drawings and submittals. Provide one copy to the Town for use during construction and for future record purposes.
4. Prepare for and attend a preconstruction meeting with Town personnel, regulatory personnel, and awarded contractors to review status of project. NYSDEC and NYSEFC will be invited to attend this meeting.
5. Design engineering staff will routinely visit the project site(s) to review progress of work.
6. Prepare construction progress reports and coordination meeting agendas including sign in sheets and project contact list and circulate to the Town and contractor.
7. Attend construction progress and coordination meetings to review the project progress and address issues with prime contractors and the Town. Coordinate the timing for the meetings to allow review of the draft contractor payment requests with the contractor.
8. Prepare a memo (i.e., minutes to the meeting) for each construction progress and coordination meeting, with sign-in sheet and project contact list as attachments, and circulate to the Town and contractors.
9. Review and process monthly contractor payment request including review of the draft “pencil” copy of the AIA forms, generation of final AIA payment request cover sheet form and spreadsheet form to substantiate the costs.
10. Submit recommendation for payment letter, with cost information (e.g., AIA forms, cost summary spreadsheet, etc.), for each contractor payment request to the Town.
11. Process project change orders.
12. Conduct Final Inspection with the Town, NYSDEC, NYSEFC, and the contractors to confirm that the work has been successfully completed and to develop a punch list of remaining work if needed. Contractor will complete remaining work before submitting final payment request.

13. Prepare contract close-out package, including the certificate of substantial completion, contractor's affidavit of release of liens and final payment request and forward to the contractor and Town for processing. Forward fully executed copies to Town and contractor.
14. Develop letter and forward to NYSDEC, with copy to NYSEFC, certifying that the project was constructed in accordance with the plans and specifications complete and include the Engineer's Certification of Completed Works form.
15. Prepare for and attend monthly Town Board Meetings at Town Hall to apprise the Town of project activities.

***Deliverables:***

- Construction commencement/schedule letter to NYSDEC and NYSEFC
- Contractor Payment Requests – to Town
- Submittals/Shop Drawing Files – one copy to Town and one copy to onsite representative, one copy remains in Engineer's office
- Change Orders – to Town and NYSEFC and NYSDEC
- Contractor Closeout package
- Construction certification letter

**Task 4 – Construction Inspection**

1. Provide regular on-site construction inspection services as the work proceeds.
2. Costs billed to the Town will be based upon actual on-site hours.
3. On-site representative will observe construction activities and contact Town Personnel to review progress regularly.
4. On-site representative will complete daily reports (forms will be provided by Delaware) and maintain them in a three-ring binder.
5. On-site representative will take daily, digital, date stamped, job photos and incorporate paper print outs of select photos into the daily report binder with the respective daily report. A digital copy of all photos will be forwarded to the Town at the completion of work.
6. Annotate and maintain one set of contract drawings to record as-built conditions and any changes. Provide to office staff at completion of work to facilitate preparation of as-builts.
7. Attend preconstruction, progress, and final inspection meetings.

***Site Visits:***

- To work site during construction

***Deliverables:***

- Daily report binder with daily reports and project photographs
- Markup of contract drawings - for as-built preparation to Engineer

### **Task 5 – As Built Drawing Preparation**

1. Receive contractor red line plans and review.
2. Prepare final as built plans using contractor redlines and construction inspector logs and documentation
3. Submit final plans in hard copy and digital (CD) format to Town
4. Submit copy of as built plans to NYSDEC and NYSEFC

### **Task 6 – NYSEFC Contract Coordination**

1. Prepare and submit EEO and Utilization Plans and updates to NYSEFC
2. Services associated with prospective and actual M/WBE subcontracts including solicitation of proposals from certified M/WBE firms, subcontract preparation, coordination of on-site and office activities, correspondence and communications, invoice processing, etc.
3. Communications with NYSEFC M/WBE staff.
4. Assist Town with preparation of quarterly reports for submission to NYSEFC for all contracts under the project

#### ***Deliverables:***

- Utilization Plans and associated information
- M/WBE solicitation and subcontract information

## **PART III COMPENSATION, BILLING AND PAYMENT**

The ENGINEER will invoice the CLIENT monthly on a time and materials basis in accordance with the rate schedule provided herein, which may be subject to annual escalation to a not to exceed amount of \$250,000. Payment is due 30 days from receipt of an invoice.

<b>Task #</b>	<b>Task</b>	<b>Not to Exceed</b>
1	Design	\$100,000
2	Bid/Award	\$7,500
3	Construction Management/Admin	\$50,000
4	Construction Inspection	\$74,000
5	As Built Drawing Preparation	\$3,500
6	NYSEFC Contract Coordination	\$15,000
<b>Total</b>		<b>\$250,000</b>

**DELAWARE ENGINEERING, D.P.C.**  
**ENGINEERING RATE SCHEDULE**  
YEAR 2019

<b>Billing Category</b>	<b>Rate/Hour</b>
Technical Typist / Administration	\$80 - \$90
Designer, Technician, Construction Inspector	\$100 - \$125
Senior Designer, Technician, Construction Inspector	\$120 - \$140
Senior Construction Manager	\$145 - \$175
Senior Project Manager	\$140 - \$165
GIS Specialist	\$120 - \$140
Engineer / Scientist / Planner I	\$100 - \$140
Engineer / Scientist / Planner II	\$140 - \$155
Engineer / Scientist / Planner III	\$145 - \$160
Senior Engineer / Scientist / Planner I	\$150 - \$165
Senior Engineer / Scientist / Planner II	\$160 - \$175
Senior Engineer / Scientist / Planner III	\$175 - \$195
Principal Engineer / Scientist / Planner	\$190 - \$210

**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 5%                                 |                |              |
| 6. Other allowable costs            | @ Cost (Plan Reproductions, Photographs, etc.) |                |              |
| 7. In-house Printing:               |  | <i>B&amp;W</i> | <i>Color</i> |
|                                     | A size - 8½" x 11"                             | \$ 0.0375      | \$ .375      |
|                                     | B size - 11" x 17"                             | \$ 0.10        | \$ 1.00      |
|                                     | D size - 24" x 36"                             | \$ 0.50        | \$ 5.00      |
|                                     | E size - 36" x 48"                             | \$ 1.00        | \$ 10.00     |
|                                     | other sizes                                    | \$ 0.10/s.f.   | \$ 2.50/s.f. |

**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, ENGINEER shall indemnify and save harmless CLIENT from and against loss, liability, and damages sustained by CLIENT, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of ENGINEER, its agents or employees.

To the fullest extent permitted by law, CLIENT shall defend, indemnify, and save harmless ENGINEER from and against loss, liability, and damages sustained by ENGINEER, its agents, employees, and representatives by reason of claims for injury or death to persons, damages to tangible property, to the extent caused directly by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (1) produced, emitted or released from the Project or tested by ENGINEER under this Agreement, or (b) operation or management of the Project. CLIENT also agrees to require its construction contractor, if any, to include ENGINEER as an indemnitee under any indemnification obligation to CLIENT.

**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 insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include in Part III of 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. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

**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.



**PART IV**  
**STATE REVOLVING FUND (SRF) TERMS AND CONDITIONS MINORITY AND WOMEN**  
**OWNED BUSINESS ENTERPRISE**



**Environmental  
Facilities Corporation**

**ANDREW M. CUOMO**  
Governor

**SABRINA M. TY**  
President and CEO

# **Program Requirements and Bid Packet for Non-Construction Contracts**

(For Treatment Works and Drinking Water projects funded with NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund and Non-Treatment Works projects funded with NYS Clean Water State Revolving Fund)

Effective October 1, 2017

**New York State Environmental Facilities Corporation  
625 Broadway, Albany, NY 12207-2997  
P: (518) 402-6924 F: (518) 402-7456  
[www.efc.ny.gov](http://www.efc.ny.gov)**

## Table of Contents

PART 1: HOW TO USE THIS DOCUMENT .....	4
PART 2: REQUIRED CONTRACT LANGUAGE .....	6
SECTION 1    REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN .....	6
I.        General Provisions .....	6
II.       Equal Employment Opportunities (EEO) .....	7
III.      Business Participation Opportunities for MWBEs .....	8
A.        Contract Goals .....	8
B.        MWBE Utilization Plan .....	9
C.        Requests for Waiver .....	9
D.        Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report") .....	10
E.        Required Federal DBE Forms .....	10
F.        Liquidated Damages - MWBE Participation .....	10
SECTION 2    PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES .....	11
SECTION 3    REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT .....	11
SECTION 4    RESTRICTIONS ON LOBBYING .....	11
PART 3: GUIDANCE MATERIALS .....	12
APPLICABILITY OF PROGRAM REQUIREMENTS .....	12
SECTION 1    GUIDANCE FOR THE REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN .....	13
I.        Summary of EEO, MWBE, and DBE Forms .....	13
A.        Forms to be Submitted Prior to Contract Execution .....	13
B.        Forms to be Submitted During the Term of the Contract .....	13
II.       Business Participation Opportunities for MWBEs .....	14
A.        Contract Goals .....	14
B.        Good Faith Efforts .....	14
C.        MWBE Utilization Plan .....	15
D.        Eligibility for MWBE Participation Credit .....	16
E.        Requests for Waiver .....	17
III.      Subcontractor's Responsibilities .....	18
IV.      Protests/Complaints .....	18
V.        Waste, Fraud and Abuse .....	18
SECTION 2    GUIDANCE FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES ("SDVOB") PARTICIPATION OPPORTUNITIES .....	18
SECTION 3    GUIDANCE FOR REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT .....	19
SECTION 4    GUIDANCE FOR RESTRICTIONS ON LOBBYING .....	19
SECTION 5    PROGRAM CONTRACT REQUIREMENT DECISION TREE .....	20
SECTION 6    SUMMARY OF CONTRACTOR REQUIREMENTS FOR SRF-FUNDED PROJECTS .....	21

**ATTACHMENTS (REQUIRED FORMS)**

- Attachment 1 - EEO Policy Statement
- Attachment 2 - EEO Staffing Plan
- Attachment 3 - EEO Workforce Employment Utilization Report
- Attachment 4 - Monthly MWBE Contractor Compliance Report
- Attachment 5 - MWBE Utilization Plan
- Attachment 6 - MWBE Waiver Request
- Attachment 7 - EPA Form 6100-2 - DBE Subcontractor Participation Form
- Attachment 8 - EPA Form 6100-3 - DBE Subcontractor Performance Form
- Attachment 9 - EPA Form 6100-4 - DBE Subcontractor Utilization Form
- Attachment 10 - Lobbying Certification

# PART 1:

## HOW TO USE THIS DOCUMENT

The New York State Environmental Facilities Corporation ("EFC") implements the New York State Revolving Fund ("SRF") for both Clean Water and Drinking Water projects.

This Program Requirements and Bid Packet for Non-Construction Contracts document contains (1) a brief description of New York State and federal program requirements for Contracts and Subcontracts funded in whole or part by the New York State Clean Water and Drinking Water SRFs, (2) required language for such Contracts and Subcontracts to satisfy the SRF program requirements, including required forms, and (3) guidance materials to assist entities in complying with these requirements.

### PROGRAM REQUIREMENTS

The following requirements apply to Treatment Works and Drinking Water projects funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund as well as Non-Treatment Works projects funded with the NYS Clean Water State Revolving Fund:

- Participation of Minority- and Women-Owned Business Enterprises ("MWBE") and Equal Employment Opportunities ("EEO") pursuant to New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development);
- Participation by Disadvantaged Business Enterprises ("DBE") in United States Environmental Protection Agency ("EPA") Programs pursuant to 40 Code of Federal Regulations (CFR) Part 33;
- Equal Employment Opportunities pursuant to Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7;
- Non-discrimination requirements pursuant to Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Section 13 of the Federal Water Pollution Control Act Amendments of 1972;
- Encouragement of participation of Service-Disabled Veteran-Owned Business Enterprises ("SDVOB") in accordance with New York State Executive Law, Article 17-B and 9 NYCRR Part 252;
- Requirements regarding suspension and debarment pursuant to 2 CFR Part 180, 2 CFR Part 1532, 29 CFR § 5.12, State Labor Law § 220-b, and State Executive Law § 316; and,
- Restrictions on Lobbying pursuant to 40 CFR Part 34.

EFC or its authorized representatives, and other governmental entities as applicable, reserve the right to conduct occasional site inspections to monitor compliance with SRF program requirements.

**This document is not intended to be inclusive of all applicable legal requirements and there may be other legal requirements that need to be included in a particular Contract or Subcontract that are not set forth here. Accordingly, EFC recommends that Recipients, Contractors, Subcontractors, and any other involved entities consult their legal counsel for advice on compliance with all applicable laws, including but not limited to local laws. This document is not intended to be legal advice.**

Refer to the EFC website at [www.efc.ny.gov](http://www.efc.ny.gov) for the latest version of the bid packet to ensure that the most recent forms and contract language are being used.

### **REQUIRED CONTRACT LANGUAGE**

Part 2 of this document is the Required Contract Language. All of the language in Part 2 must be inserted in to all Contracts and Subcontracts funded in whole or in part with SRF funds, in order for SRF Recipients, Contractors, and Subcontractors to comply with the above-listed SRF program requirements.

### **GUIDANCE MATERIALS**

Part 3 of this document sets forth Guidance Materials intended to assist SRF Recipients, Contractors, and Subcontractors in complying with the foregoing SRF program requirements, as applicable.

**The Guidance Materials are for informational purposes only and are not intended to be used as contractual language. Please do not incorporate the Guidance Materials into any Contracts or Subcontracts.**

### **COMMONLY USED TERMS**

The following commonly used terms are defined herein as follows:

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

**“Contractor”** means all bidders, prime contractors, Service Providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

**“Service 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.

**“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.

**“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.

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

**“Treatment Works”** is defined in Clean Water Act (CWA) Section 212.

**“Nonpoint Source Projects”** and **“Green Infrastructure Projects”** are defined in CWA Section 319.

**“Estuary Management Program Project”** is defined in CWA Section 320.

## PART 2:

### REQUIRED CONTRACT LANGUAGE

#### **SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN- OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN**

The Equal Employment Opportunities requirements of this section apply to Contracts and Subcontracts greater than \$10,000, with the exception of the EEO Workforce Employment Utilization Report requirement which applies to construction Contracts and Subcontracts greater than \$25,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") and Disadvantaged Business Enterprises ("DBE") requirements of this section apply to Contractors and Subcontractors working pursuant to: (1) Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, greater than \$25,000; (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above \$25,000; and, (3) change orders greater than \$25,000.

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 as defined therein, with a value (1) in excess of \$25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.
2. 40 CFR Part 33 ("Federal DBE Regulations") for contracts under EPA financial assistance agreements, as those terms are defined therein.
3. 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.
4. 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.
5. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.
6. 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. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these

requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

- 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. 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(F) of this section, or enforcement proceedings as allowed by the Contract.
- E. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Federal DBE Regulations, or Title VI, such law and regulations shall supersede these requirements.
- F. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

## **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. Contractor represents that it has submitted an EEO policy statement to Recipient prior to the execution of this Contract.
- C. Contractor represents that it's EEO policy statement includes the following language:
  - 1. The contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to SRF projects.
  - 2. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this SRF project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - 3. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- D. The Contractor will include the provisions of Subdivisions II(A), II(C), and II(E) 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.
- E. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, 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.

**F. Required EEO Forms**

**1. EEO Staffing Plan**

To ensure compliance with this section, the Contractor represents that it has submitted prior to execution of this Contract an EEO Staffing Plan to the Recipient's MBO to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

**2. EEO Workforce Employment Utilization Report ("Workforce Report")**

- a. The Contractor shall submit a Workforce Report, and shall require each of its Subcontractors to submit a Workforce Report to the Recipient, in such format as shall be required by EFC on a quarterly basis during the term of the Contract.
- b. Separate forms shall be completed by Contractor and any Subcontractor.
- c. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

**III. Business Participation Opportunities for MWBEs**

**A. Contract Goals**

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation ("MWBE Combined Goals") based on the current availability of qualified MBEs and WBEs.

<b>Program</b>	<b>MWBE Combined Goal*</b>
CWSRF, DWSRF, & Green Innovation Grant Program	20%
NYS Water Infrastructure Improvement Act Grants (also receiving EFC loan)	Clean Water project 23% Drinking Water project 26%
NYS Intermunicipal Grants (also receiving EFC loan)	Clean Water project 24% Drinking Water project 24%
NYS financial assistance only	30%
Engineering Planning Grant	30%

\*May be any combination of MBE and/or WBE participation

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 the following internet address: <https://ny.newnycontracts.com>.

3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals. For 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. 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. 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 an MWBE Utilization Plan to the Recipient prior to the execution 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. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. 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 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. Requests 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 Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient 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 Recipient, 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")**

The Contractor agrees to submit a report to the Recipient 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. Required Federal DBE Forms**

1. EPA Form 6100-3 - DBE Subcontractor Performance Form  
Contractor represents that it has submitted the Form 6100-3 to all of its Subcontractors, all of its Subcontractors have completed the form, and that Contractor submitted such completed forms to Recipient with its bid submission.
2. EPA Form 6100-4 - DBE Subcontractor Utilization Form  
Contractor represents that it has completed the Form 6100-4 and submitted such completed form to Recipient with its bid submission.
3. EPA Form 6100-2 - DBE Subcontractor Participation Form  
Contractor represents that it has distributed a Form 6100-2 to its MWBE Subcontractors for completion prior to execution of this Contract.

**F. Liquidated Damages - MWBE Participation**

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.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

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.

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

New York State Executive Law Article 17-B and 9 NYCRR Part 252 provide 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. EFC 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.

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>

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 3 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 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 4 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 executing a Contract or Subcontract in excess of \$100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 10, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

# PART 3:

## GUIDANCE MATERIALS

### APPLICABILITY OF PROGRAM REQUIREMENTS

This chart contains a listing of the SRF program requirements contained within this document, as well as the following details regarding each requirement: (1) its applicability, i.e., what types of contracts/subcontracts, particular monetary thresholds if applicable; (2) a section reference to the Required Contract Language that applies from Part 2; and (3) a section reference to the Guidance that applies from this Part.

Requirement	Applicability	Section of Required Contract Language from Part 2	Section of Appropriate Guidance from Part 3
Minority- and Women- Owned Business Enterprises (MWBE) and Disadvantaged Business Enterprises (DBE)	Contractors and Subcontractors working pursuant to: (1) Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, greater than \$25,000; (2) Contracts that are initially under this threshold but subsequent change orders or Contract amendments increase the Contract value above \$25,000; and, (3) Change orders greater than \$25,000	1	1
Equal Employment Opportunities (EEO)	Contracts and Subcontracts greater than \$10,000, with the exception of the EEO Workforce Employment Utilization Report requirement which applies to construction Contracts and Subcontracts greater than \$25,000	1	1
Service-Disabled Veteran-Owned Businesses (SDVOB)	Not required, but strongly encouraged	2	2
Suspension and Debarment	All Contracts and Subcontracts	3	3
Restrictions on Lobbying	All Contracts and Subcontracts greater than \$100,000	4	4

# **SECTION 1      GUIDANCE FOR THE REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN**

## **I. Summary of EEO, MWBE, and DBE Forms**

### **A. Forms to be Submitted Prior to Contract Execution**

#### **1. EEO Policy Statement**

To be submitted by the Contractor to the Recipient's Minority Business Officer ("MBO") prior to Contract execution. The "MBO" refers to the duly authorized representative of the SRF Recipient for MWBE and EEO purposes. This form is attached hereto as Attachment 1. See Required Contract Language, Section 1(II).

#### **2. EEO Staffing Plan**

To be submitted by the Contractor to the MBO prior to Contract execution. This form is attached hereto as Attachment 2. See required Contract Language, Section 1(II).

#### **3. EPA Form 6100-3 – DBE Subcontractor Performance Form**

To be submitted by the Contractor to the MBO with its bid submission. This form is attached hereto as Attachment 8. See Required Contract Language, Section 1(III)(E).

#### **4. EPA Form 6100-4 – DBE Subcontractor Utilization Form**

To be submitted by the Contractor to the MBO with its bid submission. This form is attached hereto as Attachment 9. See Required Contract Language, Section 1(III)(E).

#### **5. EPA Form 6100-2 – DBE Subcontractor Participation Form**

To be submitted by the Subcontractors to the MBO prior to Contract execution. The Contractor must provide the form to the Subcontractors for completion. The Contractor should also submit documentation (e.g., email, letter, certified mail receipt) to the MBO that the 6100-2 form was made available to the MWBE Subcontractors. This form is attached hereto as Attachment 7. See Required Contract Language, Section 1(III)(E).

#### **6. MWBE Utilization Plan**

To be submitted by the Contractor to the MBO after the bid opening, but in no case more than ten (10) business days after the Contractor receives notice from the Recipient that the Contractor has submitted a low bid. This form is attached hereto as Attachment 5. See Required Contract Language, Section 1(III)(B).

### **B. Forms to be Submitted During the Term of the Contract**

#### **1. EEO Workforce Employment Utilization Report ("Workforce Report")**

To be submitted by the Contractor to the MBO on a quarterly basis during the term of the Contract. An exemplar form with instructions is attached hereto as Attachment 3. The actual Excel fillable form for Contractors and Subcontractors to complete will be e-mailed to MBOs by EFC at the start of the Contract term. See Required Contract Language, Section 1(II)(G).

#### **2. Request for Partial or Total Waiver**

If applicable, to be submitted by the Contractor to the MBO at any time during the term of the Contract, but not later than prior to the submission of a request for final payment on the

Contract. This form is attached hereto as Attachment 6. See Required Contract Language, Section 1(III)(C).

**3. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")**

To be submitted by the Contractor to the MBO by the third business day following the end of each month over the term of the Contract. This form is attached hereto as Attachment 4. See Required Contract Language, Section 1(III)(D).

**II. Business Participation Opportunities for MWBEs**

**A. Contract Goals**

The goals provided herein (Required Contract Language, Section 1(III)(A)) are effective as of October 1, 2017. MWBE participation goals for a contract will be based on the goals in place at the time of the execution date of each respective contract, unless otherwise specified. In certain instances, the goals may vary, such as with projects co-funded by EFC and other state/federal agencies. With some co-funded projects, EFC may defer to the MBE and WBE participation goals and program established by those agencies.

Please contact EFC if you have any questions about the applicable MWBE participation goals for your contract.

**B. Good Faith Efforts**

The Contractor must make good faith efforts to develop an adequate MWBE Utilization Plan and must continue such good faith efforts in order to meet applicable MWBE participation goals. The Contractor shall maintain documentation of good faith efforts to solicit participation of MWBE firms for SRF-funded projects. If a Contractor is unable to meet contract MWBE participation goals, and submits a Request for Waiver, documentation of such good faith efforts must accompany the request. See Required Contract Language, Section 1(III)(C).

Contractor should also continue good faith efforts to seek opportunities for MWBE participation during the life of the contract even if proposed goals have been achieved.

Examples of documentation of good faith efforts are set forth below:

- Information on the scope of work related to the contract, such as a copy of the schedule of values from the bid submission, and specific steps taken to reasonably structure the scope of work to break out tasks or equipment needs for the purpose of providing opportunities for subcontracting with, or obtaining supplies or services from, MBEs or WBEs.
- Printed screenshots of the directory of Certified Minority- and Women- Owned Business Enterprises ("MWBE directory") on ESD's website on a Statewide basis, if appropriate, for both MBEs and WBEs that provide the services or equipment necessary for the contract. Contact the MBO for assistance in performing a proper search including identifying a sufficient number of solicitations to show that good faith effort was made.
- Copies of timely solicitations and documentation (e.g., faxes and emails) that the Contractor offered relevant plans, specifications, or other related materials to MBE and WBE firms on ESD's MWBE directory to participate in the work, with the responses.
- A log prepared by the Contractor in a sortable spreadsheet documenting the Contractor's solicitation of MBEs and WBEs for participation as Subcontractors or suppliers pursuant to a contract. The log should consist of the list of MBE and WBE firms solicited, their contact information, the type of work they were solicited to perform (or equipment to provide), how the solicitation was made (fax, phone, email) and the contact information, the contacts name and the outcome. If a bid was

received, the bid price should also be included in the log. See a sample log format below:

Date	M/WBE Type	Company	Scope of work	Contact Name	Phone/ Email	Solicitation Format	MWBE Response	Negotiation Required?	Selected? If not, Explain

If no response was received to an initial solicitation, at least one follow-up solicitation should be made in a different format than the first, e.g. fax followed by phone call. Any bids received from non-MWBE firms for the same areas MWBEs were solicited should also be tracked on the log.

- Copies of the EPA 6100-3 and 6100-4 forms that are required with the bid submission. A properly completed EPA 6100-3 form is good indication of a contact to an MWBE and their response to the contact. If solicitations do not result in obtaining sufficient participation of MWBE firms due to non-responsiveness, please contact the MBO or EFC MWBE representative for support.
- Copies of any advertisements of sufficient duration to effectively seek participation of certified MBE and WBEs timely published in appropriate general circulation, trade and MWBE oriented publications, together with listing and dates of publication of such advertisements. EFC recommends the use of the NYS Contract Reporter that is free to all Contractors - <https://www.nyscr.ny.gov/>. A log should be kept of the responses to the ads, similar to the log for MWBE firm solicitation and should include the non-MWBE firms that responded and the bid prices. Any negotiations should be documented in the log.
- Documents demonstrating that insufficient MBEs or WBEs are reasonably available to perform the work.
- A written demonstration that the Contractor offered to make up any inability to meet the project MWBE participation goals in other contracts and/or agreements performed by the Contractor on another SRF funded project.
- The date of pre-bid, pre-award, or other meetings scheduled by the Recipient, if any, and the contact information of any MBEs and WBEs who attended and are capable of performing work on the project.
- Any other information or documentation that demonstrates the Contractor conducted good faith efforts to provide opportunities for MWBE participation in their work. For instance, Prime Contractors and MBOs should develop a list of MWBE firms that have expressed interest in working on SRF-funded projects
- The use of certified DBE and small businesses certified through the US Small Business Administration (SBA) may be considered as a demonstration of Good Faith Efforts.

#### C. MWBE Utilization Plan

1. The MWBE Utilization Plan must be submitted to the Recipient's MBO after the bid opening, but in no case more than ten (10) business days after the Contractor receives notice from the Recipient that the Contractor has submitted a low bid.
2. The MBO will evaluate a completed MWBE Utilization Plan. If the MBO finds the Utilization Plan sufficient, it will be forwarded to EFC for review. If the MBO finds the Utilization Plan insufficient, the MBO will work with the Contractor to address deficiencies



before submitting to EFC for review. A written notice of acceptance or deficiency will be issued by EFC within 20 business days of receipt of the Utilization Plan. Upon receipt of a notice of deficiency from either the MBO or EFC, the Contractor shall respond with a written remedy to such notice within seven (7) business days of receipt.

3. In coordination with the MBO, EFC will accept an MWBE Utilization Plan upon consideration of many factors, including the following:
  - a. The MWBE Utilization Plan indicates that the proposed goals for the project will be achieved;
  - b. A Contractor, who is a certified MBE or WBE, will be credited for up to 100% of the category of their certification. However, good faith efforts to seek participation in the other category are also required; and,
  - c. Adequate documentation to demonstrate good faith efforts and/or support a specialty equipment/services waiver as described below in Section II(E).
4. EFC reserves the right to request additional information and/or documentation to support the adequacy of the MWBE Utilization Plan.
5. Within 10 days of EFC's acceptance of a MWBE Utilization Plan, EFC will post the approved Utilization Plan on the EFC website.
6. In coordination with the MBO, EFC may issue conditional acceptance of Utilization Plans pending submission of additional documentation that demonstrates there will be an increase in MWBE participation.

D. Eligibility for MWBE Participation Credit

1. To receive MWBE participation credit, Contractors or Subcontractors performing work that have been identified in an approved MWBE Utilization Plan must be certified as an MBE or WBE by ESD.
2. Prime Contractors may also include second or lower tier Subcontractors (Subcontractors hired by Subcontractors) on their MWBE Utilization Plan.
3. Credit for MWBE participation shall be granted only for MWBE firms performing a commercially useful business function according to custom and practice in the industry.
  - a. Factors to be used in assessing whether an MWBE is performing a commercially useful function include:
    - i. The amount of work subcontracted;
    - ii. Industry practices;
    - iii. Whether the amount the MWBE is to be paid under the contract is commensurate with the work it is to perform;
    - iv. The credit claimed towards MWBE utilization goals for the performance of the work by the MWBE; and,
    - v. Any other relevant factors.
  - b. "Commercially useful functions" normally include:
    - i. Providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
    - ii. Manufacturing or being the first tier below the manufacturer of supplies or equipment;
    - iii. Providing functions other than merely accepting and referring requests for supplies or equipment to another party for direct shipment to a Contractor; or,
    - iv. Being responsible for ordering, negotiating price, and determining quality and quantity of materials and supplies.
  - c. For construction-related services Contracts or Subcontracts, the following rules apply when calculating MWBE utilization:
    - i. The portion of a Contract or Subcontract with an MWBE serving as a manufacturer that shall be deemed to represent the commercially useful function performed by the MWBE shall be 100% of the total value of the Contract or Subcontract.
    - ii. the portion of a Contract or Subcontract with an MWBE serving as a supplier (as denoted by a NAICS code beginning with 423 or 424, or a

NIGP code that does not begin with the number 9), 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.

- iii. 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.
4. No credit will be granted for MWBEs that do not perform a commercially useful function. An MWBE does not perform a commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation.

#### E. Requests for Waiver

1. If the Contractor's application of good faith efforts does not result in the utilization of MWBE firms to achieve the aforementioned goals or a specialty equipment/service waiver is requested, the Contractor may request a full or partial waiver of MWBE participation goals by completing a Request for Waiver form, attaching appropriate documentation of good faith efforts, and submitting same to the MBO. See also Required Contract Language, Section 1(III)(C). Even if an MWBE waiver is granted, EEO information must still be submitted.
2. The MBO and EFC will review each waiver request based on the good faith effort criteria presented above and the documentation submitted with the waiver request. EFC will not issue any automatic waivers from MWBE responsibilities.
3. In cases where EFC accepts a full or partial waiver of MWBE participation goals, the waiver request will be posted to EFC's website.
4. Specialty Equipment/Service Waiver: A specialty equipment/service waiver may be granted in cases where:
  - a. equipment is made by only one non-MWBE manufacturer,
  - b. the technical specifications call for equipment that is not available through an MWBE supplier;
  - c. the equipment is constructed on site by specially trained non-MWBE labor;
  - d. the service is not available through an MWBE (such as work done by National Grid);
  - e. the service is proprietary in nature (such as use of certain computer software necessary for control systems); or,
  - f. the service cannot be subcontracted (such as litigation services).

If the contract includes specialty equipment or services, and documentation is submitted demonstrating that there are no MWBE firms capable of completing this portion of the contract, the specialty amount of the contract may be deducted from the total contract amount to determine the MWBE Eligible Amount and the goals will be applied to the MWBE Eligible Amount. This determination is made at the discretion of the MBO and EFC.

Example:

\$200,000	-	\$50,000	=	\$150,000
(Contract)		(Specialty equipment/service)		(MWBE Eligible Amount)

The MWBE goal is applied to the MWBE Eligible Amount.

A request for this specialty equipment/service deduction can be completed by filling out a Request for Waiver form and submitting it to the MBO. The request must include a copy of the page from the contract where the equipment/ service is described and the cost of each item. Additional documentation may be requested by the MBO or EFC.

### **III. Subcontractor's Responsibilities**

Subcontractors should:

1. Maintain their MWBE certifications, and notify the Contractor and MBO of any change in their certification status.
2. Notify the Contractor of any MWBE Subcontractors they hire so they may be included on the Contractor's Utilization Plan.
3. Respond promptly to solicitation requests by completing and submitting bid information in a timely manner.
4. Maintain business records that should include, but not be limited to, contracts/agreements, records of receipts, correspondence, purchase orders, and canceled checks.
5. Complete and submit the EPA Form 6100-3 - DBE Subcontractor Performance Form to the Contractor prior to submission of the Contractor's bid to the Recipient.
6. Complete and return EPA Form 6100-2 - DBE Subcontractor Participation Form to the Recipient prior to Contractor's execution of the contract.
7. Ensure that a required EEO Policy Statement and applicable MWBE requirements are included in each subcontract.
8. Notify the MBO and EFC when contract problems arise, such as non-payment for services or when the Subcontractor is not employed as described in the MWBE Utilization Plan.

### **IV. Protests/Complaints**

Contractors or Subcontractors who have any concerns, issues, or complaints regarding the implementation of the SRF MWBE & EEO Program, or wish to protest should do so in writing to the MBO and EFC. The MBO, in consultation with EFC, will review the circumstances described in the submission, investigate to develop additional information, if warranted, and determine whether action is required. If the Contractor or Subcontractor believes the issue has not been resolved to their satisfaction, they may appeal in writing to EFC for consideration.

### **V. Waste, Fraud and Abuse**

Subcontractors, Contractors, or Recipients who know of or suspect any instances of waste, fraud, or abuse within the MWBE & EEO Program should notify the project MBO and EFC immediately. Additionally, suspected fraud activity should be reported to the USEPA – Office of Inspector General Hotline at (888) 546-8740, the New York State Office of Inspector General at (800) 367-4448, or the ESD Compliance Office at (212) 803-3266.

## **SECTION 2      GUIDANCE FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES ("SDVOB") PARTICIPATION OPPORTUNITIES**

Contractor may 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. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp>

Please contact EFC if you have any questions about utilizing SDVOBs on the Contract.

### **SECTION 3      GUIDANCE FOR REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT**

A list of debarred and suspended contractors, pursuant to 2 CFR Parts 180 and 1532 and 29 CFR § 5.12, is available on the US Department of Labor's website at <https://www.sam.gov/portal/public/SAM/>.

A list of contractors and subcontractors deemed ineligible to submit a bid on or be awarded a public contract or subcontract, pursuant to Article 8 of the State Labor Law, is available on the New York State Department of Labor's website at <http://labor.ny.gov/workerprotection/publicwork/PDFs/debarred.pdf>

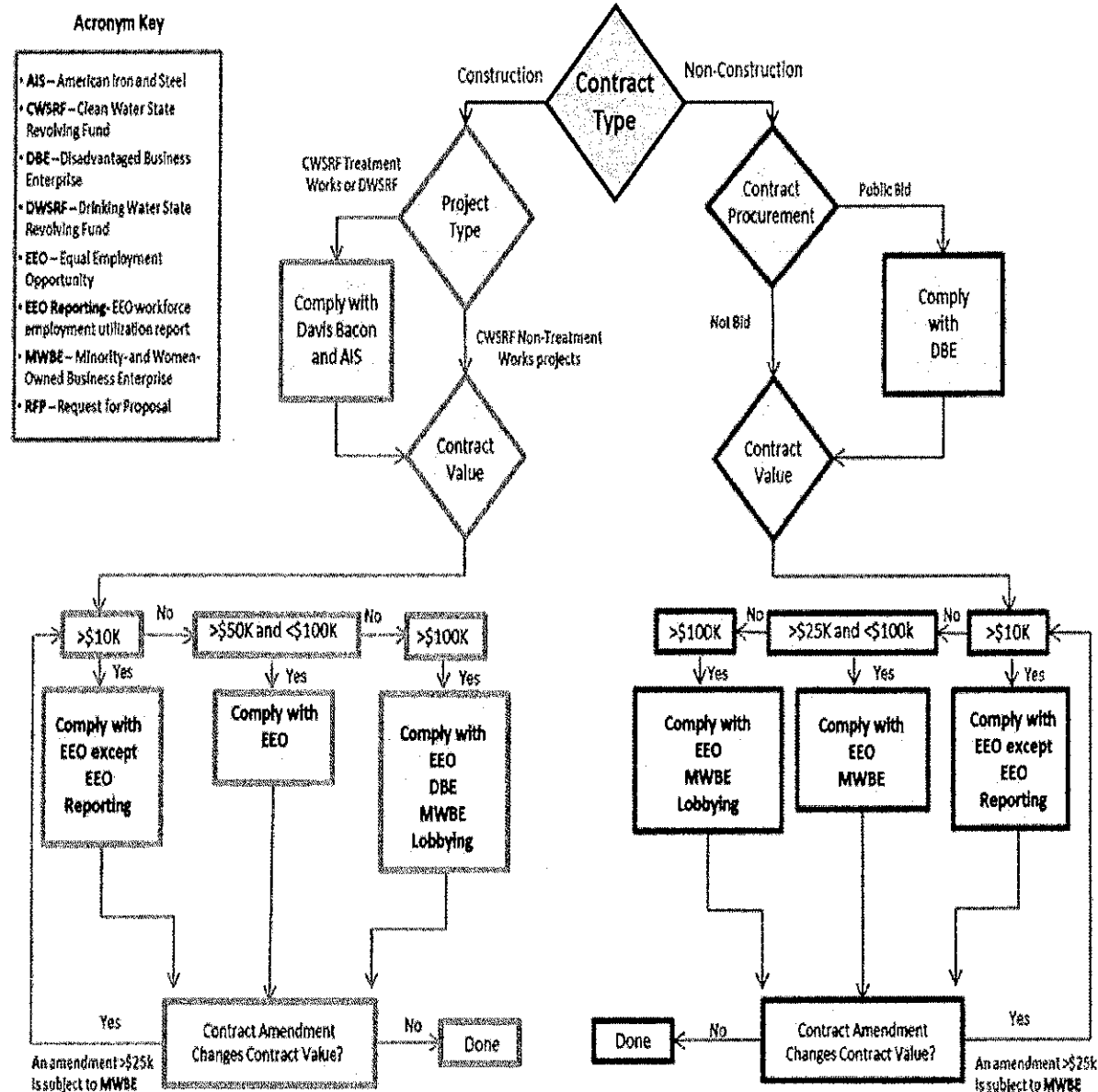
A list of contractors deemed ineligible to submit a bid is maintained by Empire State Development's Division of Minority and Women's Business Development.

### **SECTION 4      GUIDANCE FOR RESTRICTIONS ON LOBBYING**

Each Contractor and any Subcontractor that has a Contract or Subcontract exceeding \$100,000 shall provide to the Recipient a completed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 10 consistent with the prescribed form provided in Appendix A to 40 CFR Part 34. The form provides a certification that the Contractor or Subcontractor will not expend appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress or any employee of any Member of Congress in accordance with the provisions of 40 CFR Part 34, and to maintain such certification for their own records. It is noted that disbursement of funds may be withheld until the Lobbying Certification form has been received by the Recipient.

## SECTION 5

## PROGRAM CONTRACT REQUIREMENT DECISION TREE



Bid Packet (For Treatment Works and Drinking Water projects funded with NYS CWSRF or DWSRF and Non-Treatment Works projects funded with NYS CWSRF)

SRF Non-Construction Contracts

Page 20 of 21

Revision Date: 10/1/2017

## **SECTION 6      SUMMARY OF CONTRACTOR REQUIREMENTS FOR SRF-FUNDED PROJECTS**

Forms can be found as attachments to this document or online at [www.efc.ny.gov](http://www.efc.ny.gov)

Forms should be submitted electronically via email or through EFC's [dropbox](#)

### **To be submitted with this bid:**

- ☐ EEO Policy Statement
- ☐ Documented Proof that EPA Form 6100-2 - DBE Subcontractor Participation Form was given to MWBE Subcontractors
- ☐ EPA Form 6100-3 - DBE Subcontractor Performance Form
- ☐ EPA Form 6100-4 - DBE Subcontractor Utilization Form
- ☐ Lobbying Certification

### **Refer to Part 3**

#### **Guidance Section**

Section 1

Section 1

Section 1

Section 1

Section 4

### **To be submitted prior to or upon Contract award:**

- ☐ Executed Contracts, Subcontracts, agreements, and purchase orders
- ☐ MWBE Utilization Plan and/or Waiver Request
- ☐ EEO Staffing Plan

Section 1

Section 1

### **Ongoing documentation & tasks:**

- ☐ EEO Workforce Utilization Report
- ☐ Submit Monthly MWBE Reports to MBO
- ☐ Maintain proof of payments for MWBE Subcontractors
- ☐ Ensure that all Subcontracts contain Part 2: Required Contract Language

Section 1

Section 1

Section 1

**Attachment 1**  
**New York State Environmental Facilities Corporation**  
**EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**  
**NEW YORK STATE REVOLVING FUND (SRF)**

I, \_\_\_\_\_, am the authorized representative of \_\_\_\_\_.  
Name of Representative Name of Contractor/Service Provider  
I hereby certify that \_\_\_\_\_ will abide by the equal employment  
Name of Contractor/Service Provider  
opportunity (EEO) policy statement provisions outlined below.

- (i) The Contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to SRF projects.
- (ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this SRF project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (iv) The Contractor shall comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory and constitutional non-discrimination provisions, including Titles VI and VII of the Civil Rights Act of 1964, 40 CFR Part 7, 41 CFR Part 60-1 Subpart A, 41 CFR Part 60-4, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975. 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.
- (v) The Contractor will include the provisions of subdivisions (i) through (iv) 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.

**X**

\_\_\_\_\_  
Contractor/Service Provider Representative

Municipality:	County:	SRF Project No.:	Contract ID:
Service Provider Name:		Date:	

**Report Includes – Please select one from the options below:**

☐ Workforce utilized on this contract

☐ Prime Service Provider

☐ Contractor/subcontractor's total workforce

Job Categories	Hispanic/Latino		Not Hispanic or Latino											
			Male				Female							
	Male	Female	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races
Senior Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mid-Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Skilled Craftsmen	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives Semi-Skilled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers & Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Journeypersons														
Apprentices														
Trainees														

Electronic Signature of Service Provider: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.

Name (Please Type):

Date:



**Attachment 2**  
**New York State Environmental Facilities Corporation**  
**Equal Employment Opportunity (EEO) Staffing Plan**  
**INSTRUCTIONS**

All Service Providers (including legal, engineering, financial advisory or other professional services, and labor) and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it no later than the date of execution of the contract to the Recipient's Minority Business Officer (MBO). Where the work force to be utilized in the performance of the contract **can** be separated out from the contractor's or subcontractors' total work force, the contractor shall complete this form *only for the anticipated work force to be utilized on the contract*. Where the work force to be utilized in the performance of the contract **cannot** be separated out from the contractor's or subcontractors' total work force, the contractor shall complete this form for the contractor's or subcontractors' *total work force*.

**RACE/ETHNIC IDENTIFICATION:** Definitions of race and ethnicity for purposes of completion of this form are as follows:

- **Hispanic or Latino** - A person having origins in Cuba, Mexico, Puerto Rico, South or Central America.
- **White** - A person having origins of Europe, the Middle East, or North Africa.
- **Black or African-American** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent
- **American Indian or Alaska Native** - **A person having** origins in any of the original peoples of North, Central, and South America and who maintain tribal affiliation or community attachment.
- **Two or More Races** - All persons who identify with more than one of the above (Non-Hispanic or Latino) five races.

**DESCRIPTION OF JOB CATEGORIES:** The major job categories used in EEO Staffing Plan are as follows:

- **Senior Level Officials and Managers** - Individuals residing in the highest levels of organizations who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services.
- **Mid-Level Officials and Managers** - Individuals who receive directions from the Senior Level management and serve as managers, other than those who serve as Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations.
- **Professionals** - Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications.
- **Technicians** - Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required.
- **Sales Workers** - These jobs include non-managerial activities that wholly and primarily involve direct sales.
- **Administrative Support Workers** - These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings.
- **Skilled Craftsmen** - Includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters.
- **Operatives Semi-Skilled** - Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers.
- **Laborers & Helpers** - Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment.
- **Service Workers** - Jobs in this category include food service, cleaning service, personal service, and protective service activities.

See the bid packet at [www.efc.ny.gov](http://www.efc.ny.gov) or your designated MBO for further guidance.

**Attachment 3**  
**Instructions for Completing and Submitting the**  
**Equal Employment Opportunity Workforce Utilization Report**

The Equal Employment Opportunity ("EEO") Workforce Utilization Report ("Report") is used by contractors and subcontractors to report the actual workforce utilized in the performance of the contract broken down by job title for a particular reporting period. When the workforce utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total workforce, the contractor and/or subcontractor shall submit a Report of the workforce utilized on the contract. When the workforce to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total workforce, information on the contractor's and/or subcontractor's total workforce shall be included in the Report.

**Instructions for Completing the Report**

1. **Reporting Entity.** Check off the appropriate box to indicate if the entity completing the Report is the contractor or a subcontractor.
2. **Federal Employer Identification Number ("FEIN").** Enter the FEIN assigned by the Internal Revenue Service ("IRS") to the contractor or subcontractor for which the Report has been prepared. If the contractor or subcontractor uses a social security number instead of a FEIN, leave this field blank. The contractors and subcontractors for recipients of a grant only (such as an Engineering Planning Grant (EPG), a Water Infrastructure Improvement Act (WIIA) grant, or an Intermunicipal Grant Program (IMG) grant) do not need to fill out this section of the Report.
3. **Name.** Enter the name of the contractor or subcontractor for which the Report has been prepared.
4. **Address.** Enter the address of the contractor or subcontractor for which the Report has been prepared.
5. **Contract Number.** Enter the number of contract that the Report applies to, if applicable.
6. **Reporting Period / Month.** Check off the box that corresponds to the applicable quarterly or monthly (not both) reporting period for this Report. The Report is to be submitted on a monthly basis for construction contracts, and a quarterly basis based on the calendar quarter for all other contracts, during the life of the contract.
7. **Workforce Identified in Report.** Check off the appropriate box to indicate if the workforce being reported is just for the contract or the contractor's or subcontractor's total workforce.
8. **Preparer's Name, Preparer's Title, Date.** Enter the name and title for the person completing the Report, enter the date upon which the Report was completed, and check the box accepting the name entered into the Report as the digital signature of the preparer.
9. **Occupation Classifications (SOC Major Group) and SOC Job Title.** First, enter the applicable Occupation Classification (SOC Major Group) so a dropdown menu appears under SOC Job Title. Choose the SOC Job Title that best describes the worker.
10. **EEO Job Title and SOC Job Code.** The EEO Job Title and the SOC Job Code will automatically populate in the spreadsheet based upon the Occupation Classifications (SOC Major Group) and SOC Job Title selected. Please do not modify the information populated in these fields.

11. **Race/Ethnic Identification.** Race/ethnic designations do not denote scientific definitions of anthropological origins. For the purposes of this Report, an employee must be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this Report are:
- **WHITE** (not of Hispanic origin) all persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
  - **BLACK/AFRICAN AMERICAN** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
  - **HISPANIC/LATINO** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
  - **ASIAN, NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
  - **NATIVE AMERICAN/ALASKAN NATIVE** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.
12. **Number of Employees and Number of Hours.** Enter the number of employees and the total number of hours worked by such employees for each SOC Job Title under the columns corresponding to the gender and racial/ethnic groups with which the employees most closely identify.
13. **Total Compensation.** Enter the total compensation paid to all employees for each SOC Job Title, each gender, and each racial/ethnic group. Contractors and subcontractors should report only compensation for work on the contract paid to employees during the period covered by the Report. Compensation should include only sums which must be reported in Box 1 of IRS Form W-2. The contractors and subcontractors for recipients of a grant only (such as an EPG, a WIIA, or an IMG grant) do not need to fill out this section of the Report.
14. **For EFC Use Only.** This section is for EFC use only and does not need to be filled out by the contractor/subcontractor.

### Instructions for Submitting the Report

The Report is to be submitted on a monthly basis for construction contracts, and a quarterly basis based on the calendar quarter for all other contracts, during the life of the contract.

EFC will provide a Report form in Excel format to the Recipient's Minority Business Officer ("MBO"). The Recipient's MBO is responsible for providing the Report form to all contractors. Each contractor is responsible for providing the Report form to all subcontractors.

Reports are to be submitted electronically in Excel format, using the Report form provided, within ten (10) days of the end of each month or quarter, whichever is applicable. For example, the January monthly Report for a construction contract is due by February 10<sup>th</sup> and the January – March quarterly Report for a non-construction contract is due by April 10<sup>th</sup>.

Once the Report form has been completed, each contractor/subcontractor must submit the Report form to EFC and the Recipient's MBO. The Report form must be submitted to EFC according to the following instructions:

1. Go to [www.efc.ny.gov/eeoreporting](http://www.efc.ny.gov/eeoreporting).
2. Enter the requested information pursuant to the instructions on the page. Make sure to choose the correct applicable funding program (Clean Water State Revolving Fund (SRF), Drinking Water SRF, non-SRF Grant Only (e.g. EPG, WIIA, IMG)) and the correct reporting period (reporting

quarter for non-construction OR reporting month for construction). Enter the reporting period of the data, not the date it's submitted.

3. Submit your Report(s) pursuant to the instructions on the page.
4. If you are a contractor, use the naming convention provided by EFC (in the "For EFC Use Only" section of the Report form) for naming the file for upload (i.e., Funding Program – Project Number– Contractor short name (up to fifteen characters) – MWBE ID). The funding programs include CW (clean water SRF), DW (drinking water SRF), and GO (non-SRF grant only). If you are a subcontractor, use the naming convention provided by EFC and replace the contractor's short name with the first fifteen characters of the subcontractor's name, omitting any spaces or special characters.

### **Questions**

If you have questions about or require assistance completing or submitting the Report, please contact EFC at [mwbe@efc.ny.gov](mailto:mwbe@efc.ny.gov) or 518-402-6924.

Reporting Unit	County	<input checked="" type="checkbox"/> Salvador
File #		
Contractor Name		
Contractor Address		
Contract Number		

<b>Requester's Name - Select One</b>	
<input type="checkbox"/> Requester 1 - NAME 20	<input type="checkbox"/> Requester 2 - NAME 20
<input type="checkbox"/> Requester 3 - NAME 20	<input type="checkbox"/> Other - NAME 20
<b>Requester's Address - Select One</b>	
<input type="checkbox"/> Requester 1 - ADDRESS 20	<input type="checkbox"/> Requester 2 - ADDRESS 20
<input type="checkbox"/> Requester 3 - ADDRESS 20	<input type="checkbox"/> Other - ADDRESS 20
<b>Requester's Phone Number - Select One</b>	
<input type="checkbox"/> Requester 1 - PHONE 20	<input type="checkbox"/> Requester 2 - PHONE 20
<input type="checkbox"/> Requester 3 - PHONE 20	<input type="checkbox"/> Other - PHONE 20
<b>Requester's Email Address - Select One</b>	
<input type="checkbox"/> Requester 1 - EMAIL 20	<input type="checkbox"/> Requester 2 - EMAIL 20
<input type="checkbox"/> Requester 3 - EMAIL 20	<input type="checkbox"/> Other - EMAIL 20
<b>Requester's Organization - Select One</b>	
<input type="checkbox"/> Requester 1 - ORGANIZATION 20	<input type="checkbox"/> Requester 2 - ORGANIZATION 20
<input type="checkbox"/> Requester 3 - ORGANIZATION 20	<input type="checkbox"/> Other - ORGANIZATION 20
<b>Requester's Title - Select One</b>	
<input type="checkbox"/> Requester 1 - TITLE 20	<input type="checkbox"/> Requester 2 - TITLE 20
<input type="checkbox"/> Requester 3 - TITLE 20	<input type="checkbox"/> Other - TITLE 20
<b>Requester's Date of Birth - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF BIRTH 20	<input type="checkbox"/> Requester 2 - DATE OF BIRTH 20
<input type="checkbox"/> Requester 3 - DATE OF BIRTH 20	<input type="checkbox"/> Other - DATE OF BIRTH 20
<b>Requester's Date of Death - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF DEATH 20	<input type="checkbox"/> Requester 2 - DATE OF DEATH 20
<input type="checkbox"/> Requester 3 - DATE OF DEATH 20	<input type="checkbox"/> Other - DATE OF DEATH 20
<b>Requester's Date of Marriage - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF MARRIAGE 20	<input type="checkbox"/> Requester 2 - DATE OF MARRIAGE 20
<input type="checkbox"/> Requester 3 - DATE OF MARRIAGE 20	<input type="checkbox"/> Other - DATE OF MARRIAGE 20
<b>Requester's Date of Divorce - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF DIVORCE 20	<input type="checkbox"/> Requester 2 - DATE OF DIVORCE 20
<input type="checkbox"/> Requester 3 - DATE OF DIVORCE 20	<input type="checkbox"/> Other - DATE OF DIVORCE 20
<b>Requester's Date of Separation - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF SEPARATION 20	<input type="checkbox"/> Requester 2 - DATE OF SEPARATION 20
<input type="checkbox"/> Requester 3 - DATE OF SEPARATION 20	<input type="checkbox"/> Other - DATE OF SEPARATION 20
<b>Requester's Date of Annulment - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF ANNULMENT 20	<input type="checkbox"/> Requester 2 - DATE OF ANNULMENT 20
<input type="checkbox"/> Requester 3 - DATE OF ANNULMENT 20	<input type="checkbox"/> Other - DATE OF ANNULMENT 20
<b>Requester's Date of Remarriage - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF REMARRIAGE 20	<input type="checkbox"/> Requester 2 - DATE OF REMARRIAGE 20
<input type="checkbox"/> Requester 3 - DATE OF REMARRIAGE 20	<input type="checkbox"/> Other - DATE OF REMARRIAGE 20
<b>Requester's Date of Reconciliation - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF RECONCILIATION 20	<input type="checkbox"/> Requester 2 - DATE OF RECONCILIATION 20
<input type="checkbox"/> Requester 3 - DATE OF RECONCILIATION 20	<input type="checkbox"/> Other - DATE OF RECONCILIATION 20
<b>Requester's Date of Re-Annulment - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF REANNULMENT 20	<input type="checkbox"/> Requester 2 - DATE OF REANNULMENT 20
<input type="checkbox"/> Requester 3 - DATE OF REANNULMENT 20	<input type="checkbox"/> Other - DATE OF REANNULMENT 20
<b>Requester's Date of Re-Marriage - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF REMARRIAGE 20	<input type="checkbox"/> Requester 2 - DATE OF REMARRIAGE 20
<input type="checkbox"/> Requester 3 - DATE OF REMARRIAGE 20	<input type="checkbox"/> Other - DATE OF REMARRIAGE 20
<b>Requester's Date of Re-Divorce - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF REDIVORCE 20	<input type="checkbox"/> Requester 2 - DATE OF REDIVORCE 20
<input type="checkbox"/> Requester 3 - DATE OF REDIVORCE 20	<input type="checkbox"/> Other - DATE OF REDIVORCE 20
<b>Requester's Date of Re-Separation - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF RESEPARATION 20	<input type="checkbox"/> Requester 2 - DATE OF RESEPARATION 20
<input type="checkbox"/> Requester 3 - DATE OF RESEPARATION 20	<input type="checkbox"/> Other - DATE OF RESEPARATION 20
<b>Requester's Date of Re-Annulment - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF REANNULMENT 20	<input type="checkbox"/> Requester 2 - DATE OF REANNULMENT 20
<input type="checkbox"/> Requester 3 - DATE OF REANNULMENT 20	<input type="checkbox"/> Other - DATE OF REANNULMENT 20
<b>Requester's Date of Re-Reconciliation - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF RERECONCILIATION 20	<input type="checkbox"/> Requester 2 - DATE OF RERECONCILIATION 20
<input type="checkbox"/> Requester 3 - DATE OF RERECONCILIATION 20	<input type="checkbox"/> Other - DATE OF RERECONCILIATION 20
<b>Requester's Date of Re-Re-Annulment - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF REANNULMENT 20	<input type="checkbox"/> Requester 2 - DATE OF REANNULMENT 20
<input type="checkbox"/> Requester 3 - DATE OF REANNULMENT 20	<input type="checkbox"/> Other - DATE OF REANNULMENT 20
<b>Requester's Date of Re-Re-Marriage - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF REMARRIAGE 20	<input type="checkbox"/> Requester 2 - DATE OF REMARRIAGE 20
<input type="checkbox"/> Requester 3 - DATE OF REMARRIAGE 20	<input type="checkbox"/> Other - DATE OF REMARRIAGE 20
<b>Requester's Date of Re-Re-Divorce - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF REDIVORCE 20	<input type="checkbox"/> Requester 2 - DATE OF REDIVORCE 20
<input type="checkbox"/> Requester 3 - DATE OF REDIVORCE 20	<input type="checkbox"/> Other - DATE OF REDIVORCE 20
<b>Requester's Date of Re-Re-Separation - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF RESEPARATION 20	<input type="checkbox"/> Requester 2 - DATE OF RESEPARATION 20
<input type="checkbox"/> Requester 3 - DATE OF RESEPARATION 20	<input type="checkbox"/> Other - DATE OF RESEPARATION 20
<b>Requester's Date of Re-Re-Annulment - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF REANNULMENT 20	<input type="checkbox"/> Requester 2 - DATE OF REANNULMENT 20
<input type="checkbox"/> Requester 3 - DATE OF REANNULMENT 20	<input type="checkbox"/> Other - DATE OF REANNULMENT 20
<b>Requester's Date of Re-Re-Reconciliation - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF RERECONCILIATION 20	<input type="checkbox"/> Requester 2 - DATE OF RERECONCILIATION 20
<input type="checkbox"/> Requester 3 - DATE OF RERECONCILIATION 20	<input type="checkbox"/> Other - DATE OF RERECONCILIATION 20
<b>Requester's Date of Re-Re-Re-Annulment - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF REANNULMENT 20	<input type="checkbox"/> Requester 2 - DATE OF REANNULMENT 20
<input type="checkbox"/> Requester 3 - DATE OF REANNULMENT 20	<input type="checkbox"/> Other - DATE OF REANNULMENT 20
<b>Requester's Date of Re-Re-Re-Marriage - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF REMARRIAGE 20	<input type="checkbox"/> Requester 2 - DATE OF REMARRIAGE 20
<input type="checkbox"/> Requester 3 - DATE OF REMARRIAGE 20	<input type="checkbox"/> Other - DATE OF REMARRIAGE 20
<b>Requester's Date of Re-Re-Re-Divorce - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF REDIVORCE 20	<input type="checkbox"/> Requester 2 - DATE OF REDIVORCE 20
<input type="checkbox"/> Requester 3 - DATE OF REDIVORCE 20	<input type="checkbox"/> Other - DATE OF REDIVORCE 20
<b>Requester's Date of Re-Re-Re-Separation - Select One</b>	
<input type="checkbox"/> Requester 1 - DATE OF RESEPARATION 20	<input type="checkbox"/> Requester 2 - DATE OF RESEPARATION 20
<input type="checkbox"/> Requester 3 - DATE OF RESEP	

Preparer's Name: \_\_\_\_\_

Preparer's Title: \_\_\_\_\_

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

☐ By checking this box, I certify that I possess and am not adding the same brand above as my electronic signature under the NPS Electronic Signatures and Regulations Act, which legal force and effect as if I had physically signed the document.

[illegible]

For EPC Use Only			
Manufacturer	Master ID	Control ID	Control Amount
Applicant	Project No.	Registration Info	Import/Export Control Amount
Project Completion/Status/Provider	SWP/PM No.	OT/NA	EPC Performance

**Attachment 4**  
**New York State Environmental Facilities Corporation**  
**Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report**  
**("Monthly MWBE Report")**

**Instructions:**

- Contractors are to complete the report in Word version and email to the Recipient's Minority Business Officer ("MBO") on a monthly basis.
- If you require additional pages, you may find them on EFC's website at [www.efc.ny.gov](http://www.efc.ny.gov).
- All MWBE Subcontractors for this contract **MUST** be listed on the form regardless of whether they were paid this month.
- Please save Report as "MReport - (Project No.) - (Municipality) - (Firm Name) - (Date)" and send the Word version of this document.
- Proofs of payment in the amounts shown below must be transmitted to the MBO with the report.

Municipality:		County:		Contract ID:		Month:		Year:	
Project No.:		GIGP/EPG No:		Registration No. (NYC only):					
Prime Contractor/Service Provider:				Award Date:		Start Date:		Date all MWBE subs paid in full:	

**Signature of Contractor:** ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. Date:

Last Month's Contract Amt: \$	MWBE Eligible Amt: \$ (Goals are applied to this amount and includes eligible change orders, amendments & waivers)	EFC MWBE Goals			Total Paid to Prime
		MBE: %	WBE Amt: \$	Total Paid this Month: \$	
Revised Contract Amt: \$		WBE: %	WBE Amt: \$	Total Paid to Date: \$	
		Total: %	Total Amt: \$		

NYS Certified MWBE Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Total Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker ___ % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker ___ % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker ___ % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					

**Attachment 4**  
**New York State Environmental Facilities Corporation**  
**Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report**  
**("Monthly MWBE Report")**

NYS Certified MWBE Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Contract Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					

**Attachment 4**  
**New York State Environmental Facilities Corporation**  
**Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report**  
**("Monthly MWBE Report")**

NYS Certified MWBE Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Total Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					



**Attachment 4**  
**New York State Environmental Facilities Corporation**  
**Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report**  
**("Monthly MWBE Report")**

Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED		
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED		
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED		
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED		
Additional Pages can be found at <a href="http://www.efc.ny.gov">www.efc.ny.gov</a> TOTAL			
Please explain any revisions and note the scope of work that new subcontractors will be providing. Please note that change orders over \$25K may require that good faith efforts be made to obtain additional MWBE participation:			

**Attachment 5**  
**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 in Microsoft Word format to the Recipient's designated 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 Bid Packet at [www.efc.ny.gov](http://www.efc.ny.gov) or consult your designated MBO for further guidance.

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

The MBO must complete Section 1. The MBO may designate an Authorized Representative to complete and submit quarterly payment reports on its behalf, and, if so designated, the MBO's Authorized Representative must also complete Section 1. The Authorized Representative may only submit quarterly payment reports on behalf of the MBO and may not submit any other required forms or reports for the MBO. The MBO must complete Section 1 even if designating an Authorized Representative. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format via e-mail to your EFC MWBE Representative.**

The subject heading of the e-mail to the EFC MWBE Representative should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and notify the MBO via e-mail of its acceptance or denial.

Within 10 days of EFC's acceptance of a Utilization Plan, EFC will post the approved Utilization Plan on the EFC website.

**Attachment 5**  
**NYS Environmental Facilities Corporation**  
**Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION				
Recipient/Municipality:				
Project No.:	GIG/IEPG No.:	Contract ID:	Registration No. (NYC only):	County:
Minority Business Officer:	Email:	Phone #:		
Address of MBO:				
Electronic Signature of MBO:				
<input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.				
Complete if applicable:				
Authorized Representative:	Title:			
Authorized Rep. Company:	Email:		Phone #:	
Electronic Signature of Authorized Rep.:				
<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	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other:				
Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE or WBE.				
Address:	Phone #:		Fed. Employer ID #:	
Description of Work:				
Award Date:	Start Date:	Completion Date:		
Total Contract Amount: \$			MWBE GOAL Total	
MWBE Eligible Contract Amount: \$ (MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)			MBE:	% \$
			WBE:	% \$
			Total:	% \$
			PROPOSED MWBE Participation	
			MBE:	% \$
			WBE:	% \$
			Total:	% \$

**Attachment 5**  
**NYS Environmental Facilities Corporation**  
**Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: MWBE SUBCONTRACTOR INFORMATION									
This Submittal is:		Revised Utilization Plan #:							
<input type="checkbox"/> The First/Original Utilization Plan		<input type="checkbox"/> Revised Utilization Plan #							
NYS Certified MWBE Subcontractor Info									
						Contract Amount:		For EFC Use:	
						MBE (\$)	WBE (\$)		
<b>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>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>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>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>									

**Attachment 5**  
**NYS Environmental Facilities Corporation**  
**Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: MWBE SUBCONTRACTOR INFORMATION continued					
<b>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>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>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>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>Name (Please Type):</b>					<b>Date:</b>

**Attachment 6**  
**New York State Environmental Facilities Corporation**  
**Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form**

**Instructions for Contractors & Service Providers:**

Contractors and Service Providers must complete Sections 2, 3, and 4. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format to the Recipient's designated Minority Business Officer (MBO).** Incomplete forms will be found deficient.

See the Bid Packet at [www.efc.ny.gov](http://www.efc.ny.gov) or consult your designated MBO for further guidance.

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

The MBO must complete Section 1. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format via e-mail to your EFC MWBE Representative.** The subject heading of the e-mail to the EFC MWBE Representative should follow the format "Waiver Request, Project Number, Contractor." EFC will review and notify the MBO via e-mail of its acceptance or denial.

If a partial MWBE waiver is requested, an MWBE Utilization Plan must also be submitted for the amount of proposed MWBE participation.

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		County:	
Project No.:	GIG/EPG No.:	Contract ID:	Registration No. (NYC only):
Minority Business Officer (MBO):		Email:	Phone #:
Address of MBO:		Date:	
Signature of MBO: <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	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other:		Fed. Employer ID #:	
Address:		Phone #:	
Contact Information of Firm Representative Authorized to Discuss Waiver Request: Name:		E-mail:	
Description of Work:		Title:	
Award Date:		Completion Date:	
Total Contract Amount: \$		EFC MWBE GOAL Total	
MWBE Eligible Contract Amount: \$		MBE: % \$	
(MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)		WBE: % \$	
		Total: % \$	

**Attachment 6**  
**New York State Environmental Facilities Corporation**  
**Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form**

**SECTION 3: TYPE OF MWBE WAIVER REQUESTED**

1. ☐ **Full Waiver** (No MWBE participation)
  2. ☐ **Partial Waiver** (Less than the MWBE goals; indicate below the proposed MWBE participation)
- PROPOSED MWBE Participation**
- |               |   |    |  |
|---------------|---|----|--|
| <b>MBE:</b>   | % | \$ |  |
| <b>WBE:</b>   | % | \$ |  |
| <b>Total:</b> | % | \$ |  |
3. ☐ **Specialty Equipment/Services Waiver** (Must be of SIGNIFICANT cost - list of equipment and cost must be attached in addition to the supporting documentation outlined below)

**SECTION 4: SUPPORTING DOCUMENTATION**

To be considered, the Request for Waiver Form must be accompanied by the documentation requested in items 1 – 9, as listed below. If a Specialty Equipment Waiver is requested, it must be accompanied by the documentation requested in items 1 - 13. If a Specialty Services Waiver is requested, it must be accompanied by the items requested in items 1 – 9 and item 14. Copies of the following information and all relevant supporting documentation must be submitted along with the request. Please contact EFC for assistance, including sample documentation.

1. A letter of explanation setting forth your basis for requesting a partial or total waiver and detailing the good faith efforts that were made.
2. Copies of advertisements in any general circulation, trade association, and minority- and women-oriented publications in which you solicited MWBEs for the purposes of complying with your participation goals, with the dates of publication.
3. Screenshots of search results (by business description or commodity code) from Empire State Development Corporation's (ESD) MWBE Directory of all certified MWBEs that were solicited for purposes of complying with your MWBE participation goals.
4. Copies of faxes, letters, or e-mails sent to MWBE firms to solicit participation and their responses.
5. A log of solicitation results, consisting of the list of MWBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians) and clearly provide a rationale for firms included on the completed Utilization Plan as well as for those not chosen. The log should show: that each MWBE firm was contacted twice by two different methods (e.g., fax and phone); who was spoken to; what was said; and the final outcome of the solicitation.
6. A description of any contract documents, plans, or specifications made available to MWBEs for purposes of soliciting their bids and the date and manner in which these documents were made available. Specifically, include information on the scope of work in the contract and a breakout of tasks or equipment, such as

**Attachment 6**  
**New York State Environmental Facilities Corporation**  
**Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form**

a schedule of values for a construction contract or a proposal or excerpt from a professional services agreement.

7. Documentation of any negotiations between you, the Contractor, and the MWBEs undertaken for purposes of complying with your MWBE participation goals.
8. Any other information you deem relevant which may help us in evaluating your request for a waiver. Examples may include sign-in sheets from any pre-bid meetings where MWBE firms were invited, attendance at MWBE forums, etc.
9. EFC and the MBO reserve the right to request additional information and/or documentation.

**Additional Documentation for Requests for Specialty Equipment Waivers:**

10. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.
11. Letter, e-mail or screenshot of website from the manufacturer listing their distributors in NYS and the locations.
12. Screenshots of ESD's MWBE Directory searches for the manufacturer and distributor showing that they are not found in the Directory.
13. An invoice or purchase order showing the value of the equipment.

**Additional Documentation for Requests for Specialty Service Waivers:**

14. A letter of explanation containing information about the scope of work and why no MWBE firms could be subcontracted to provide that service.

**Note:** Unless a Total Waiver has been granted, Firms will be required to submit all reports and documents pursuant to the provisions set forth in the procurement and/or contract, as deemed appropriate by EFC, to determine MWBE compliance. In cases where EFC accepts a full or partial waiver of MWBE participation goals, the waiver request will be posted to EFC's website.

**Electronic Signature of Contractor:**

☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.

**Name:** (Please Type):

**Date:**



**Attachment 7**  
**United States Environmental Protection Agency**  
**Form 6100-2**  
**DBE Subcontractor Participation Form**

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

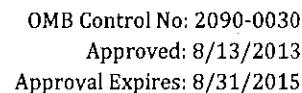
An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Please use the space below to report any concerns regarding the above EPA-funded project:

[illegible]

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Attachment 8**  
**United States Environmental Protection Agency**  
**Form 6100-3**  
**DBE Subcontractor Performance Form**

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified By: <input checked="" type="radio"/> DOT <input checked="" type="radio"/> SBA <input checked="" type="radio"/> Other: _____	Meets/ exceeds EPA certification standards? <input checked="" type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown
--	--

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Attachment 9**  
**United States Environmental Protection Agency**  
**Form 6100-4**  
**DBE Subcontractor Utilization Form**

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input checked="" type="radio"/> YES	<input type="radio"/> NO	
If yes, please complete the table below. If no, please explain:			
<b>Subcontractor Name/ Company Name</b>	<b>Company Address/ Phone/ Email</b>	<b>Est. Dollar Amt</b>	<b>Currently DBE Certified?</b>

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Attachment 10**  
**New York State Environmental Facilities Corporation**  
**CERTIFICATION REGARDING LOBBYING**  
**FOR**  
**CONTRACTS, GRANTS, LOANS, AND**  
**COOPERATIVE AGREEMENTS**  
**40 CFR Part 34**

**SRF Project No.:** \_\_\_\_\_

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.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contract ID: \_\_\_\_\_