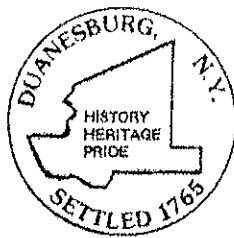


Roger Tidball, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk
William Reed, Highway Superintendent



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

Thursday May 23, 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, Leoni, Potter, Senecal, Highway Superintendent William Reed, Deputy Town Clerk Brandy Fall, Town Attorney Terresa Bakner

Absent:

Pledge of Allegiance

Prayer/Moment of Reflection offered by Pastor McHeard

Public Hearing: The Proposed renewal of the cable television franchise agreement between the Town of Duanesburg and Time Warner Cable Northeast, LLC I/k/a Charter Communications.

Deputy Town Clerk Brandy Fall read the public notice published in the Gazette.

Supervisor Tidball motioned, seconded by Council Member Senecal to open the floor for comments.

Motion carried, 5 ayes

No one wished to comment.

Supervisor Tidball motioned, seconded by Council Member Ganther to close the floor for comments.

Motion carried, 5 ayes

The Town Board presented Adam Fink with a Proclamation recognizing him on his selection as the EMS Educator of Excellence for 2019.

Resolution 70-19: Council Member Potter motioned, seconded by Council Member Leoni to approve the Town Board Meeting minutes of Thursday, May 9, 2019.

Motion carried, 5 ayes

Supervisor Tidball read the Town Supervisor's Report for April 2019 (see attached).

Resolution 71-19: Council Member Potter motioned, seconded by Council Member Ganther to pay the following claims:

Motion carried, 5 ayes

Vouchers to be Paid May 23, 2019

General Fund: #135-144	\$1,341.60
SD#1: #66-75	\$3,708.39
SD#2: #70-80	\$3,376.12
SD#3: #43-51	\$39,345.58
 Highway: #83-99	 \$23,456.54
 Total Vouchers to be Paid=	<hr/> \$71,228.23

Highway: Highway Superintendent Reed reported that the parts for the sweeper came in last week, so they were able to finish sweeping the last few roads in town. They completed brush cutting and chipping on Tidball Road and Scotchbush Road. Now they are clearing ditches and shoulders on Gutha Road to prepare for the resurfacing next month. Superintendent Reed also stated has had only one quote come in so far on a new loader. The Highway Department purchased a tanker truck that Duanesburg Fire Department was selling to use to help with sweeping the roads.

Public Safety: Council Member Leoni stated that there was nothing new to report. Peter Brodie from Duanesburg Volunteer Ambulance Corp stated that they are looking for volunteers. Volunteers are needed for everything from Board positions to simply volunteering time during the fish and turkey dinners. He left applications for volunteers with the Town Clerk's office. He also stated that DVAC is looking to purchase a new ambulance and servicing Mariaville.

Parks: Council Member Leoni stated that he wasn't sure if the Commissioner Chair had met with Dale yet.

Sewer District #1, 2 & 3: Council Member Ganther stated that there is nothing new to report at this time. Bill Brown from Delaware Engineering gave an update on the capital projects (see attached).

Technology: Council Member Ganther reported that the next broadband committee meeting is Wednesday June 5, 2019 @ 6:30pm at the lower level of Town Hall. He also reported that there is an ongoing issue with the Spectrum email used at Town Hall. He did receive a quote for other options and will look that over.

Supervisor Tidball made a public announcement that the Board of Assessment Review met on Tuesday May 22, 2019 but that it was scheduled for the wrong date. So, they will reconvene on May 28, 2019 from 5:00 pm to 9:00 pm. If a resident came in on May 22, 2019, then they do not need to come back. This gives people a chance who didn't come to the original B.A.R. or came but have more information about their case to meet with them.

Business Meeting:

Resolution 72-19: Council Member Potter motioned, seconded by Council Member Ganther to approve and authorize the Town Supervisor to execute the Franchise Agreement with Time Warner Cable Northeast, LLC I/k/a Charter Communications.

Motion carried, 5 ayes

Resolution 73-19: Council Member Ganther motioned, seconded by Council Member Leoni to approve and authorize the Town Supervisor to take all responsible steps necessary to seek reimbursement from EFC for the remaining amount of \$529,958.65 paid by the Town to Delaware for professional services.

Motion carried, 5 ayes

Resolution 74-19: Council Member Senecal motioned, seconded by Council Member Ganther to approve Payment Application No. 10 in the amount of \$38,556.52 to Vacri Construction Corporation.

Motion carried, 5 ayes

Resolution 75-19: Council Member Leoni motioned, seconded by Council Member Ganther to approve and authorize the Town Supervisor to execute the Public Benefit Services Agreement.

Motion carried, 5 ayes

Resolution 76-19: Supervisor Tidball motioned, seconded by Council Member Leoni to appoint Ryan Cornelius as a part-time Building & Grounds employee.

Motion carried, 5 ayes

Resolution 77-19: Supervisor Tidball motioned, seconded by Council Member Potter to appoint Michael McGuire as temporary part-time assessor for the Town of Duanesburg.

Motion carried, 5 ayes

Resolution 78-19: Supervisor Tidball motioned, seconded by Council Member Ganther to appoint Ryan Cornelius as a part-time Building & Grounds employee.

Motion carried, 5 ayes

Privilege of the Floor: Opened at 7:56 pm

No one wished to comment.

Floor Closed: 7:57 pm

Supervisor Tidball motioned, seconded by Council Member Leoni to adjourn the meeting.

Motion carried, 5 ayes

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 May 23, 2019 at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

**LEGAL NOTICE
NOTICE OF PUBLIC HEARING
TOWN BOARD
TOWN OF DUANESBURG**

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg located at 5853 Western Turnpike, on **Thursday, May 23, 2019 at 7:00 p.m.** for the purpose of hearing all persons interested in the matter of:

The proposed renewal of the cable television franchise agreement between the Town of Duanesburg and Time Warner Cable Northeast, LLC l/k/a Charter Communications.

Persons may appear at the hearing in person or by agent and may also submit written comments to the Town Board prior to or at such hearing.

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

Dated: April 25, 2019

Roger Tidball, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk



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

5853 Western Turnpike
Duanesburg, New York 12056

Town of Duanesburg **Schenectady County**

Phone 518-895-8920
Fax 518-895-8171

Recognizing Adam Fink on His Selection as the EMS Educator of Excellence for 2018.

Whereas, the Duanesburg Town Board cannot express sufficient gratitude to those devoted individuals who recognize and demonstrate that the preservation of life and property is a sacred responsibility and who make that responsibility their own by serving as a first responder, both volunteer and professional; and

Whereas, first responders are a vital component of our community as they exemplify the power of human compassion and the strength of the American spirit through actions of the most heroic magnitude, their sacrifices and their selfless dedication; and

Whereas, training for first responders is essential to maintain current skills and trainings to be prepared for emergency calls ranging from simple falls at home, heart attacks, strokes, motor vehicle crashes and sports injuries; and

Whereas, Adam Fink has served as the Training Officer for the Duanesburg Volunteer Ambulance Corps since 2016 and has worked to develop higher quality training programs for the members of the Corps and the supporting first response fire departments in the town; and

Whereas, Mr. Fink has executed many hours of research and attended training sessions designed to improve the content of the training programs, including an enhanced Driver Training Program, a progressive Crew Chief Mentoring Program and participating in the planning of larger scale exercises in the Town of Duanesburg and Schenectady County; and

Whereas, Mr. Fink has been selected to receive the Schenectady County EMS Educator of Excellence for his work in 2018; and

Whereas, Mr. Fink has improved prehospital services at the local, county and regional level through outstanding teaching and educational administration/coordination through his work with the Duanesburg Volunteer Ambulance Corps as the Training Officer; and

Whereas, Mr. Fink is worthy of respect and commendation for the selection of this honor; now, therefore, be it

Resolved that, as duly elected members of the Town Board of the Town of Duanesburg we proudly recognize that in Mr. Adam Fink, Training Officer, Duanesburg Volunteer Ambulance Corps, we have an outstanding individual that is worthy of the esteem of both the community, the Town of Duanesburg and Schenectady County; and be it further

Resolved that, a copy of this Proclamation be transmitted to Adam Fink, EMS Educator of Excellence, with deepest respect and heartfelt appreciation.

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. 72-2019

May 23, 2019

WHEREAS, the Town of Duanesburg is party to a franchise cable television agreement with Time Warner Cable Northeast, LLC I/k/a Charter Communications (the "Franchise Agreement"); and

WHEREAS, on May 23, 2019, under Town Law § 64(7), the Town Board held a public hearing on the proposed renewal of Franchise Agreement; and


WHEREAS, the Franchise Agreement is attached hereto; and

WHEREAS, the Town of Duanesburg Town Board, as the only agency involved, has declared itself lead agency for purposes of the State Environmental Quality Review Act ("SEQRA"); and

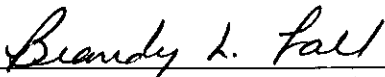
WHEREAS, renewing the Franchise Agreement is classified as a Type II action under SEQRA and, thus, no further review is required and SEQRA review is complete; and

NOW THEREFORE BE IT RESOLVED, that the Town Board approves and authorizes the Town Supervisor to execute the Franchise Agreement.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of May 23, 2019.



Roger Tidball, Supervisor



Town Clerk/Deputy Town Clerk

Present: *Supervisor Tidball, Council Member Ganther, Council Member Potter, Council Member Senecal*
Absent: *NONE* *Council Member Leoni*

Town Board Members:

Roger Tidball	<u>Yea</u>	Nay	Abstain
John Ganther	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
Jeff Senecal	<u>Yea</u>	Nay	Abstain
Charles Leoni	<u>Yea</u>	Nay	Abstain

RESOLUTION OF THE TOWN BOARD

RESOLUTION NO. 73-2019

May 23, 2019

WHEREAS, the Town Board of the Town of Duanesburg has established Duanesburg Sewer District No. 3; and

WHEREAS, the Town Board retained Delaware Engineering, D.P.C., ("Delaware") for professional services in connection with the planning, design, and construction of Sewer District No. 3 (the "Project"); and

WHEREAS, the Town Board entered two professional services agreements with Delaware in connection with the Project totaling \$650,000 (the "Total Contract Amount") including an original agreement for \$150,000 for the planning phase of the Project and a subsequent agreement for the design and construction phases of the Project which was amended for a total amount of \$500,000; and

WHEREAS, of the Total Contract Amount of \$650,000, Delaware has submitted invoices to the Town and the Town has paid to Delaware, the amount of \$649,139.16; and

WHEREAS, the Town has obtained financial assistance from the New York State Environmental Facilities Corporation ("EFC") in the form of a grant and low-cost financing; and

WHEREAS, of the \$649,139.16 paid to Delaware by the Town, only \$119,180.51 has been reimbursed by the New York State Environmental Facilities Corporation ("EFC"); and

WHEREAS, the current outstanding amount paid by the Town to Delaware that has not been reimbursed by EFC is \$529,958.65; and

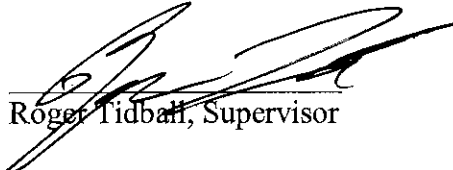
WHEREAS, several Delaware invoices were re-submitted to the Town to correct errors that incorrectly assigned costs incurred for other projects to the Sewer District No. Project;

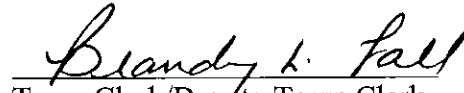
WHEREAS, the Town Board has reviewed and approved the corrected invoices.

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves and authorizes the Town Supervisor to take all reasonable steps necessary to seek reimbursement from EFC for the remaining amount of \$529,958.65 paid by the Town to Delaware for professional services provided in connection with the Project; and

BE IT FURTHER RESOLVED, that the corrected invoices shall be submitted to the EFC for review and approval.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of May 23, 2019.


Roger Tidball, Supervisor
Date: May 23, 2019


Town Clerk/Deputy Town Clerk
Date: May 23, 2019

Present:
Absent:

Town Board Members:

Roger Tidball	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
John Ganther	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Rick Potter	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Charles Leoni	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Jeff Senecal	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain

Town of Duanesburg, NY
Delaware Engineering Invoice Reconciliation
DE Project #13-983

Last Revised 5/1/2019

Invoice #	Invoice Date	DE Invoiced 13-1983 Duanesburg Sewer (A)	Invoice #	DE Invoiced 13-1983 Delanson (B)	Total Cost	Revised Invoice #	SD3 Cost (Task 1 - 4)	Long Term Task 5	Delanson EPA Task 6	Mariaville Disinfection Task 7	Mariaville SPDES Task 8	Total Cost
1	4/23/2013	\$3,495.00					\$3,495.00					\$3,495.00
2	5/14/2013	\$1,905.00					\$1,905.00					\$1,905.00
3	6/17/2013	\$2,885.00					\$2,885.00					\$2,885.00
4	7/15/2013	\$30,533.19					\$30,533.19					\$30,533.19
5	8/15/2013	\$6,450.00					\$6,450.00					\$6,450.00
6	9/17/2013	\$4,207.50					\$4,207.50					\$4,207.50
7	10/15/2013	\$7,905.00					\$7,905.00					\$7,905.00
8	11/15/2013	\$5,260.60					\$5,260.60					\$5,260.60
9	12/11/2013	\$6,118.68					\$6,118.68					\$6,118.68
10	1/10/2014	\$3,475.00					\$3,475.00					\$3,475.00
11	2/19/2014	\$2,294.00					\$2,294.00					\$2,294.00
12	3/18/2014	\$4,037.20					\$4,037.20					\$4,037.20
13	4/11/2014	\$1,296.00					\$1,296.00					\$1,296.00
14	5/19/2014	\$2,180.00					\$2,180.00					\$2,180.00
15	6/19/2014	\$2,995.20					\$2,995.20					\$2,995.20
16	7/21/2014	\$5,398.07					\$5,398.07					\$5,398.07
17	8/29/2014	\$6,619.20					\$6,619.20					\$6,619.20
18	9/17/2014	\$9,164.15					\$9,164.15					\$9,164.15
19	10/13/2014	\$9,963.72					\$9,963.72					\$9,963.72
20	11/14/2014	\$2,998.00					\$2,998.00					\$2,998.00
21	12/6/2014	\$4,009.20					\$4,009.20					\$4,009.20
22	1/19/2015	\$8,376.00					\$8,376.00					\$8,376.00
23	2/16/2015	\$11,760.16					\$11,760.16					\$11,760.16
24	3/17/2015	\$12,495.57					\$12,495.57					\$12,495.57
25	4/14/2015	\$2,027.65					\$2,027.65					\$2,027.65
26	5/15/2015	\$10,568.08					\$10,568.08					\$10,568.08
27	6/12/2015	\$11,010.39					\$11,010.39					\$11,010.39
28	7/20/2015	\$6,014.41					\$6,014.41					\$6,014.41
29	8/19/2015	\$1,270.00					\$1,270.00					\$1,270.00
30	9/23/2015	\$3,863.95					\$3,863.95					\$3,863.95
31	10/20/2015	\$875.00					\$875.00					\$875.00
32	11/16/2015	\$350.00					\$350.00					\$350.00
33	12/21/2015	\$2,100.00					\$2,100.00					\$2,100.00
34	1/19/2016	\$8,133.25					\$8,133.25					\$8,133.25
35	2/23/2016	\$13,303.26					\$13,303.26					\$13,303.26
36	3/16/2016	\$39,149.36					\$39,149.36					\$39,149.36
37	4/21/2016	\$16,451.27					\$16,451.27					\$16,451.27
38	5/18/2016	\$29,742.77					\$29,742.77					\$29,742.77
39	6/20/2016	\$15,560.15					\$15,560.15					\$15,560.15
40	7/26/2016	\$9,564.01					\$9,564.01					\$9,564.01
41	8/24/2016	\$7,189.60					\$7,189.60					\$7,189.60
42	9/19/2016	\$11,502.95					\$11,502.95					\$11,502.95
43	10/13/2016	\$17,753.91					\$17,753.91					\$17,753.91
44	11/11/2016	\$22,947.10					\$22,947.10					\$22,947.10
45	12/16/2016	\$25,931.50					\$25,931.50					\$25,931.50
46	1/19/2017	\$8,989.46					\$8,989.46					\$8,989.46
47	2/13/2017	\$6,684.97					\$6,684.97					\$6,684.97



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 May 23, 2019

1. Sewer District #3

- General contractor has requested moving forward with closing out their contract
 - Extended warranty letter and maintenance bond provided
 - Currently holding \$22,231 in retainage, and have pending invoice with value of \$16,324 for adder O&M work. Total final cost \$38,556
- Final project costs reviewed with the Town – Invoice certification letter included
- Draft draw request prepared to submit to EFC for remaining construction funds and reimbursement of engineering related costs (attached)

2. Sewer District #2

- 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
- DEC forwarded documentation on the grant to Town to initiate the processing. Draft budget and workplan prepared, based on the initial application, and able to be uploaded to grants gateway website (attached) – Required back by June 18 to DEC
- Town will need to decide on plan of finance for the project (local ban or potential for EFC). Will need to review options with Town Bond Counsel

3. Sewer District #1

- Long term improvements required by NYSDEC Consent Order to be implemented by 12/2021
 - Project includes equalization tank, screen for rags/wipes, 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
- Revised Engineering Report to be issued based on EFC comments
- DEC issued a request for information on the Delanson WWTP as part of a review of the SPDES permit, which is up for renewal next year. Response due back by July 26.
 - Will require testing be conducted, and summary of the plant history along with drawings and forms be completed
 - Delaware Engineering Proposal to assist with this response included

4. Attachments

- Delaware Engineering Invoice Certification
- EFC Draw request Package with Vacri Pay App
- Mariaville WWTP Work Plan and Budget for WQIP Grant
- Delaware Proposal for RFI Response for Delanson

\\oneonta-server\Users\wbrown\My Documents\bill's\Duaneburg(T)\Board Mtng Agendas\2019\TBM Report 5-23-19.doc

Delaware Engineering Invoice Certification



Delaware Engineering, D.P.C.

28 Madison Avenue Extension
Albany, New York 12203

Tel: 518.452.1290
Fax: 518.452.1335

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

May 23, 2019

Re: Town of Duanesburg
Delaware Engineering Project #13-1983

Dear Supervisor Tidball,

Invoices submitted to the Town under Delaware Engineering project #13-983 have been reviewed and a summary of corresponding projects which the invoices correspond to is attached. The project number was initiated to correspond to the new Sewer District #3 Project which received funding through NYSEFC. Over the course of time additional projects developed with the Town and time spent on these was also invoiced through the same project number. Additional projects were notably:

- Delanson WWTP Long Term Improvements
- Mariaville WWTP Disinfection Project
- Delanson WWTP response to EPA letter
- Mariaville WWTP response to NYSDEC Request for Information

Invoices submitted to the Town were reviewed and reissued to break out the these additional tasks, and the corresponding time and costs incurred for them, from the base project, which was the new Sewer District #3 project. A summary spreadsheet is attached. Revised invoices have provided to the Town Clerk's office.

Please call or email me should you have comments or require additional information.

Sincerely,

Delaware Engineering, DPC

Bill Brown, P.E.

List of Attachments:

1. Invoice Summary

CC: Town Clerk (w/ attachment)
File (w/ attachment)

Town of Duaneburg, NY
Delaware Engineering Invoice Reconciliation
DE Project #13-983

Invoice #	Invoice Date	DE Invoiced 13-983 Duaneburg Sewer (A)	Invoice #	DE Invoiced 13-983 Delanson (B)	Total Cost	Revised Invoice #	SD3 Cost (Task 1-4)	Long Term Task 5	Delanson EPA Task 6	Mariaville Disinfection Task 7	Mariaville SPDES Task 8	Total Cost
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45	12/16/2016	\$25,931.50					\$25,931.50					\$25,931.50
46	1/19/2017	\$8,989.46					\$8,989.46					\$8,989.46
47	2/13/2017	\$6,684.97					\$6,684.97					\$6,684.97

EFC Draw Request Package with Vacri Pay App

EXHIBIT L

[FORM OF SUPPLEMENTAL CERTIFICATE OF DETERMINATION]

TOWN OF DUANESBURG
SRF Project No.: C4-5469-02-00

SUPPLEMENTAL CERTIFICATE OF DETERMINATION
amending and supplementing
the hereinafter defined
Certificate of Determination

Dated as of the day of , 20 19

1. the undersigned Finance Officer of the Town of Duanesburg (the "Recipient"), hereby certify and agree as follows:

1. This Supplemental Certificate of Determination is being delivered pursuant to the Project Finance Agreement (the "Project Finance Agreement") dated as of October 27, 2016 between the New York State Environmental Facilities Corporation (the "Corporation") and the Recipient and the certificate of determination dated as of October 27, 2016 and delivered by the Recipient in connection there with (the "Certificate of Determination"). In accordance with the Project Finance Agreement and the Certificate of Determination, the Certificate of Determination is hereby supplemented. All capitalized terms used but not defined herein shall have the respective meanings set forth in the Project Finance Agreement.

2. The certifications made in paragraphs 2, 3, 7 and 8 of the Certificate of Determination are confirmed and remade as of this date.

3. The Corporation is hereby requested to make an Advance under the Financing in the amount of \$ 273,544.86 for Project Costs. Upon the making of an advance under Recipient Note No. RST-1 (the "Note"), the Corporation is authorized to record all or a portion of such advance on the grid attached to the Note.

4. The above Project Costs have not been paid with the proceeds of any Third-Party Funding, except as specifically described herein: NA

5. The Recipient has determined that such Project Costs are reasonable, necessary, and allocable to the Financed Project under generally accepted governmental accounting standards.

6. This is Advance number 15 requested under the Financing and this Advance, if made, together with the prior Advances requested, will not either of exceed the Maximum Advance Amount of the Note or the Grant.

7. The making of the Advance under the Note will not result in a borrowing by the Recipient that will violate any State Constitutional, statutory or judicial limitation on the issuance of debt by the Recipient.

8. The Recipient hereby represents and warrants that it is not in default under the Project Finance Agreement, that no event has occurred which, with the passage of time or the giving of notice or both, would become a default thereunder; that it has performed all of the covenants and agreements that it is required to perform under the Project Finance Agreement, that the making of the Advance requested by this Certificate has been duly authorized by the Recipient, and that no change in circumstances has occurred, or will occur upon the making of the Advance hereby requested, which would preclude continued reliance upon the opinion of bond counsel to the Recipient rendered in connection with the Note.

9. Payments aggregating \$ 3,000,000 have been incurred by the Recipient for Project Costs which, based upon information provided me by the Recipient's engineer for this project, constitute an "eligible project" under the State Act as shown on the Disbursement Request Form attached hereto as Attachment 1.

10. Based upon information provided me by the Recipient's engineer for this project, all amounts requisitioned hereunder are for eligible Project Costs which have not been included in any previous Advance.

11. (If requesting payment for costs of construction): As of the date hereof, the Recipient holds, and will retain, a legal and valid fee simple title or other estate or interest in the site(s) of the Project, including all necessary easements and/or rights-of-way, as are or will be necessary for the Recipient's continued undisturbed use and possession of the site(s) of the Project during the construction, operation and maintenance of the Project.

12. (If requesting payment for costs of construction): The Recipient has obtained all licenses, permits or other approvals required as of the date hereof to undertake the Project.

13. (If requesting payment for costs of construction): The Advance requested does not include any costs of construction (other than costs of planning and design) associated with plans and specifications which have not been accepted by DEC or the Corporation or for which the Recipient has not submitted all items requested by the Corporation or such approval and complied with any other conditions of such approval.

14. (If requesting payment for costs of construction): The Advance requested does not include any costs for change orders which have not been accepted by the Corporation.

15. (If requesting payment for costs associated with professional services agreement): The Advance requested does not include any costs incurred pursuant to any professional services agreements which have not been furnished to the Corporation.

16. (If requesting payment for costs for professional services associated with inspection and engineering services during construction): The Advance requested does not include any costs incurred pursuant to any professional services agreement pertaining to inspection and engineering services during construction of the Project which has not been reviewed and so accepted by the Corporation.

17. (If requesting payment for costs associated with technical force account work): The Advance requested does not include any costs of construction (other than costs of planning and design) associated with the Technical Force Account Proposal which has not been approved by the Corporation.

18. (If requesting payment for costs for equipment): The Advance requested does not include any costs for equipment which have not been accepted and approved by DEC or the Corporation.

19. The amount requested does not include any project costs associated with a Utilization Plan, EEO policy statement, or staffing plan as applicable, which has not been approved by the Corporation. If a Utilization Plan, EEO policy statement, or staffing plan, as applicable, has been approved by the Corporation, documentation as may be required by the Corporation to verify compliance with EEO, Affirmative Action, and MWBE requirements has been provided, or, the Recipient is in compliance with all EEO, Affirmative Action, and MWBE requirements.

20. The facsimile of the seal which is impressed or imprinted upon this certificate has been imprinted or impressed upon the Recipient Note and is the legally adopted, proper and only official corporate seal of the Recipient.

21. The undersigned is duly authorized to execute and deliver this Supplemental Certificate of Determination on behalf of the Recipient.

22. The Recipient hereby represents and warrants that it is not a debarred or suspended party under 2 CFR Part 180 and 2 CFR 1532. Further, the Recipient has not made any award, contract or agreement for purchases of goods or services with any debarred or suspended party under 2 CFR Part 180 and 2 CFR 1532 or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.

23. The Recipient hereby represents and warrants that it has obtained a certification in the form of Exhibit M to the Project Finance Agreement from each contractor and subcontractor which has a contract financed hereunder which exceeds \$100,000 and that the Recipient has submitted to the Corporation each such contractor and subcontractor certification as required under 40 CFR Part 34.

24. If applicable with respect to Davis-Bacon compliance, the Recipient confirms that for each payroll copy received since the last certification made on any payroll that the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the applicable weekly payroll copies.

IN WITNESS WHEREOF, I have hereunto set my hand and the corporate seal of the Recipient has hereunto been affixed as of the date first set forth above.

TOWN OF DUANESBURG

(SEAL)

By: _____
Name (Please Print): Roger Tidball
Title: Supervisor

Cost Summary
Duanesburg T, C4-5469-02-00

15
 Request No. 42

Contractor Name / Cost Description			Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt. Remaining	Costs Requested
Brunswick Electric, Inc.			06/28/2016	\$57,861.20	\$57,861.20	\$54,968.14	\$54,968.14	\$2,893.06	
Construction	Contract No. TD1-E-16 - SD #3 Sanitary Sewer Collection System	Lump Sum		\$57,861.20	\$57,861.20	\$54,968.14	\$54,968.14	\$2,893.06	
J Squared Construction Corp			07/06/2017	\$299,000.00	\$299,000.00	\$193,800.00	\$215,175.00	\$105,200.00	
Construction	Contract No. TD1-G-17 - General	Lump Sum		\$299,000.00	\$299,000.00	\$193,800.00	\$215,175.00	\$105,200.00	
Schoenecker Construction, LLC			10/01/2016	\$28,400.00	\$28,400.00	\$28,400.00	\$28,400.00	\$0.00	
Construction	Delanson WWTP Filter Service	Lump Sum		\$28,400.00	\$28,400.00	\$28,400.00	\$28,400.00	\$0.00	
Vacri Construction Corporation			06/28/2016	\$2,078,132.10	\$2,078,132.10	\$1,959,846.25	\$1,959,846.25	\$118,285.85	
Construction	Contract No. TD1-G-16 - SD #3 Sanitary Sewer Collection System	Lump Sum		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(conditioned)
	Contract No. TD1-G-16 - SD #3 Sanitary Sewer Collection System	Lump Sum		\$2,078,132.10	\$2,078,132.10	\$1,959,846.25	\$1,959,846.25	\$118,285.85	\$22,231.59
Delaware Engineering, P.C.			02/27/2013	\$150,000.00	\$150,000.00	\$119,180.51	\$119,180.51	\$30,819.49	
Engineering	Archaeologist	Not to Exceed		\$35,000.00	\$35,000.00	\$9,593.40	\$9,593.40	\$25,406.60	
	Planning Phase	Not to Exceed		\$90,000.00	\$90,000.00	\$87,587.11	\$87,587.11	\$2,412.89	\$2,412.89
	Surveyor	Not to Exceed		\$25,000.00	\$25,000.00	\$22,000.00	\$22,000.00	\$3,000.00	
Delaware Engineering, P.C.			03/02/2017	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
Engineering	Design, Permitting and Bidding Services	Not to Exceed		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$248,900.38 (mwbe restricted)
Mazzotta, Sherwood & Vagianellis, P.C.			02/22/2016	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	
Bond Counsel	Bond Counsel	Estimate		\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	

NYS Environmental Facilities Corporation
 Phone: (518) 402-7085
 Fax: (518) 402-7088

Prepared on 12/19/2017

<p align="center">Cost Summary Duanesburg T, C4-5469-02-00</p>

Request No. 15
12

Contractor Name / Cost Description		Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt. Remaining	Costs Requested
Whiteman, Osterman & Hanna, LLP		12/15/2015	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	
Local Counsel	Local Counsel	Estimate	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	
Miscellaneous		05/25/2016	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	
Other	Miscellaneous	Estimate	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	

Cost Summary
Duanesburg T, C4-5469-02-00

Request No. 15
12

Contractor Name / Cost Description	Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt. Remaining	Costs Requested
Contingency	05/25/2016	\$51,606.70	\$0.00	\$0.00	\$0.00	\$0.00	
Contingency Contingency	Estimate	\$51,606.70	\$0.00	\$0.00	\$0.00	\$0.00	(not releaseable)
New contracts (include copy of contract with request):							
PROJECT TOTALS FOR C4-5469-02-00:		\$3,000,000.00	\$2,648,393.30	\$2,356,194.90	\$2,377,569.90		
LESS OFFSETS:							
TOTAL NET REQUESTED FOR THIS DISBURSEMENT:							\$273,544.86

Summary of SRF Funding for C4-5469-02-00 (all financings)	
Total Amount Financed by SRF:	\$ 2,250,000.00
Total SRF Grant:	750,000.00
Total Project Costs Disbursed to Date:	2,356,194.90
PLUS: Cost of Issuance Disbursed:	0.00
Total SRF Funds Disbursed To Date:	\$ 2,356,194.90

Summary of SRF Funding for C4-5469-02-00 (current financing only)	
SRF Financing Amount:	\$ 2,250,000.00
SRF Grant Amount:	750,000.00
Disbursed To Date:	2,356,194.90
Available Balance:	\$ 643,805.10



Contractor's Application for Payment No.

10 - Final

ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE		Application Period: 02/01/2018 Through 02/26/2019		Application Date: 2/26/2019	
To (Owner):	Town of Duanesburg	From (Contractor):	Vacri Construction Corporation	Via (Engineer): Delaware Engineering, D.P.C.	
Project:	Sewer District No. 3 - Sanitary Sewer Collection System	Contract:	1		
Owner's Contract No.:	1	Contractor's Project No.:	1	Engineer's Project No.: TD1-G-16 General	

Application For Payment Change Order Summary

Approved Change Orders			Deductions
Number	Additions		
1	\$0.00		
2	\$2,132.10		
3	\$145,026.92		
TOTALS	\$147,159.02		\$0.00
NET CHANGE BY CHANGE ORDERS			\$147,159.02

- | | |
|---|------------------------------------|
| 1. ORIGINAL CONTRACT PRICE..... | |
| 2. Net change by Change Orders..... | |
| 3. Current Contract Price (Line 1 ± 2)..... | |
| 4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... | |
| 5. RETAINAGE: | |
| a. 0% X | \$2,223,159.02 Work Completed..... |
| b. 0% X | \$0.00 Stored Material..... |
| c. Total Retainage (Line 5a + Line 5b)..... | |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... | |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | |
| 8. AMOUNT DUE THIS APPLICATION..... | |
| 9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... | |

\$	\$2,076,000.00
\$	\$147,159.02
\$	\$2,223,159.02
\$	\$2,223,159.02
\$	\$0.00
\$	\$0.00
\$	\$0.00
\$	\$2,223,159.02
\$	\$1,200,927.43
\$	\$22,231.59
\$	\$0.00

Payment of:

\$22,231.59

(Line 8 or other - attach explanation of the other amount)

is recommended by:

(Engineer)

(Date)

Payment of:

\$22,231.59

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances

By: <i>A. R. C. A.</i>	2/26/2019
------------------------	-----------

ms D/100A

Contractor's Application

Application Number: 10 - Final

Application Date: February 26, 2019

Subtotals This Page (Additional on Next Page)

Progress Estimate

Contractor's Application

For (contract): Sewer District No. 3 - Sanitary Sewer Collection System										Application Number: 10 - Final			
Application Period: 02/01/2018 Through 02/26/2019										Application Date: February 26, 2019			
A										F			
Bid Item No.	Item	Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)		
BA-1	Rock Removal		100.00	\$200.00	\$20,000.00	89.00	\$17,800.00						
BA-2	Rock Removal		400.00	\$150.00	\$60,000.00				\$17,800.00	89.0%			
BA-1	Storm Drain Piping - Smooth Bore Corrugated HDPE - 12"		250.00	\$80.00	\$20,000.00								
BA-2	Storm Drain Piping - Smooth Bore Corrugated HDPE - 18"		250.00	\$100.00	\$25,000.00								
CO-1	Change Order No. 1 (No Cost)		1.00			100.00%							
CO-2	Change Order No. 2		1.00	\$2,132.10	\$2,132.10	100.00%	\$2,132.10		\$2,132.10	100.0%			
CO-3	Change Order No. 3		1.00	\$145,026.92	\$145,026.92	100.00%	\$145,026.92		\$145,026.92	100.0%			
CO-3 - Adj	Over/Under Adjustment to Match Work Completed to Contract Val		1.00	(\$50,995.00)	(\$50,995.00)	100.00%	(\$50,995.00)		(\$50,995.00)	100.0%			
Bid Alternate A - RT7/Duanesburg Road (East of Hamlet)													
BA-A-1	Mobilization & Demobilization, Bond, Insurance		1.00	\$7,400.00	\$7,400.00	100.00%	\$7,400.00		\$7,400.00	100.0%			
BA-A-2	Maintenance and Protect of Traffic (M&PT)		1.00	\$4,400.00	\$4,400.00	100.00%	\$4,400.00		\$4,400.00	100.0%			
BA-A-3	NYSDOT Work Permit		1.00	\$570.00	\$570.00	100.00%	\$570.00		\$570.00	100.0%			
BA-A-4	Utility Clearance/Support During Construction		1.00	\$1,000.00	\$1,000.00	100.00%	\$1,000.00		\$1,000.00	100.0%			
BA-A-5	Site Work		1.00	\$2,000.00	\$2,000.00	100.00%	\$2,000.00		\$2,000.00	100.0%			
New HDPE DR11 Sanitary Sewer Pipe - Directional Bore													
BA-A-6	8" HDPE DR11 & Appurtenances - Gravity Sewer Under Rt 7		115.00	\$98.00	\$11,270.00	64.00	\$6,272.00		\$6,272.00	55.7%	\$4,998.00		
BA-A-7	4" HDPE DR11 & Appurtenances - Gravity Sewer Under Rt 8		240.00	\$70.00	\$16,800.00	202.00	\$14,140.00		\$14,140.00	84.2%	\$2,660.00		
New PVC SDR35 Sanitary Sewer Pipe - Open Cut													
BA-A-8	8" SDR35 & Appurtenances - Gravity Sewer Mainline		1,760.00	\$46.00	\$80,960.00	1,758.00	\$80,868.00		\$80,868.00	99.9%	\$92.00		
BA-A-9	4" SDR35 & Appurtenances - Gravity Sewer Laterals		15.00	\$40.00	\$600.00	82.00	\$3,280.00		\$3,280.00	546.7%	-\$2,680.00		
BA-A-12	New Sanitary Sewer Gravity Manhole (7EA w/ Frame & Grate)		42.00	\$500.00	\$21,000.00	48.09	\$24,045.00		\$24,045.00	114.5%	-\$3,045.00		
BA-A-11	Site Restoration In Non-NYSDOT Areas		1.00	\$10,000.00	\$10,000.00	100.00%	\$10,000.00		\$10,000.00	100.0%			
Totals					\$156,000.00		\$267,939.02		\$267,939.02	171.8%	\$2,025.00		

INVOICE**Vacri Construction Corporation**

One Brick Avenue
 Binghamton, New York 13901
TEL: 607.723.4319 FAX: 607.723.9539

Invoice Submitted To:	Phone / Fax	Date
Town of Duanesburg		February 26, 2019
Street	Job Name	
5853 Western Turnpike	Miscellaneous Work - See Descriptions Below	
City, State and Zip Code	Job Location	
Duanesburg, NY 12056	Sewer District No. 3	
Attention	Email	
Roger Tidball, Town of Duanesburg Supervisor		

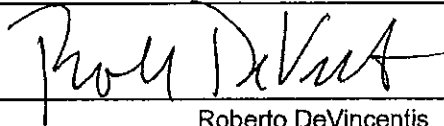
Proposed sewer system work has been completed for the sum of:Dollars **\$16,324.93**

Payment to be made as follows:

Net 30 Days

All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

 Authorized
 Signature



Roberto DeVincentis

Vacri Construction has completed the following additional work on the Sewer District No. 3 sanitary sewer collection system and is hereby requesting payment for the following items:

Force Main Repair at Rte 7 Bridge Crossing : \$7,347.23

Storm Drainage Pipe Repair at Stewarts Station : \$5,735.39

Electrical J-Box Installation at Pump Station : \$2,310.00

Damaged Curb Stop Repair - 8313 Rte 7 : \$5,432.31

CREDIT - Emergency Repair at 8055 Rte 7 : (\$4,500.00)

Total Bill : \$16,324.93

Mariaville WWTP Work Plan and Budget

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Mariaville Lake UV Disinfection Project

CONTRACTOR SFS PAYEE NAME: DUANESBURG TOWN OF

CONTRACT PERIOD: From: 05/01/2018
To: 04/30/2023

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

The Mariaville Lake Wastewater Treatment Plant (WWTP), owned and operated by the Town of Duanesburg, is located off of NYS Route 159 in the Town of Duanesburg, Schenectady County. The WWTP is designed and permitted to treat up to 100,000 gallons per day and discharges to a tributary of the South Chuctanunda Creek, a class C stream. The WWTP serves the Hamlet of Mariaville Lake and is known as Sewer District #2. A small portion of the Hamlet is located in the Town of Princeton and these residences are also served by the sewer district. The district has approximately 280 properties connected to the sanitary sewer system. For the purposes of apportioning sewer rents, the sewer district is calculated to have 280.5 equivalent dwelling units.

The WWTP is regulated under State Pollutant Discharge Elimination System (SPDES) Permit # NY-026 8437. In 2018, the Town received a "Notice of Intent to Modify" the SPDES permit from the NYSDEC, which mandated seasonal effluent disinfection in order to decrease overall fecal coliform levels in the discharged water. They also received a Draft SPDES permit which contained a compliance schedule requiring that disinfection be provided no later than May 1, 2023.

The Town proposes to meet the new mandate by adding ultra violet (UV) disinfection to the wastewater treatment process train. The original plant design plans detail a location for a "future UV disinfection" unit, so no major plant or building modifications are anticipated to be required for this project. As required in the 10 States Standards, the Town will install 2 UV units so that one unit will always be available when the 2nd unit is taken offline for periodic maintenance or repair. SCADA controls will be added to monitor the functioning of the UV units.

Contract Number: # DEC01-C00799GG-3350000

Page 1 of 1 , Attachment C - Work Plan Summary

ATTACHMENT C - WORK PLAN

DETAIL

Objective

- 1 Protection of public health and safety - The addition of UV disinfection to the WWTP process train will decrease the fecal coliform count in the effluent discharged from the plant thereby protecting the receiving waters and public health and safety.

Tasks

- 1.1 Design plans submittal - The Town's chosen engineer will prepare design plans and specifications for NYSDEC review and approval. The plans will require the approval of the NYSDEC regional permit office.

Performance Measures

- 1.1.1 Design Plan Approval - Approval of the plans by the NYSDEC regional permit office.

Tasks

- 1.2 Bidding and Award - Once design plans are approved, the project will be publicly bid.

Performance Measures

- 1.2.1 Awarding of contract - Awarding of the one prime contract to the successful bidder.

Tasks

- 1.3 Construction - installation of the UV disinfection units and SCADA controls for monitoring the new equipment.

Performance Measures

- 1.3.1 successful installation of the new UV disinfection unit and monitoring - UV units are installed and functioning as per manufacturers criteria.

Tasks

- 1.4 Successful Start-up - Units are installed as per approved plans and specifications and operating as per the manufacturer's warranty.

Performance Measures

- 1.4.1 Units are operating as per manufacturer's specifications - UV units will be monitored to confirm that they are operating as designed.

Contract Number: # DEC01-C00799QG-3350000

Page 1 of 2 , Attachment C - Work Plan Detail

ATTACHMENT C - WORK PLAN

DETAIL

Objective

- 2 Modified SPDES Permit compliance - The effluent does not exceed fecal coliform levels established in the modified SPDES permit

Tasks

- 2.1 Testing of effluent for coliform levels - Samples will be tested for total fecal coliform.

Performance Measures

- 2.1.1 Effluent meets modified SPDES criteria - The total fecal coliform in tested samples should not exceed 200/100ml (30 day geometric mean) or 400/100ml (7 day geometric mean) from May 1st to October 31

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

SUMMARY

PROJECT NAME: Mariaville Lake UV Disinfection Project

CONTRACTOR SPS PAYEE NAME: DUANESBURG TOWN OF

CONTRACT PERIOD: From: 05/01/2018
To: 04/30/2023

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$0.00	\$0.00	0 %	\$0.00	\$0.00
b) Fringe	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	0 %	\$0.00	\$0.00
2. Non Personal Services					
a) Contractual Services	\$288,960.00	\$72,240.00	25 %	\$0.00	\$361,200.00
b) Travel	\$0.00	\$0.00	0 %	\$0.00	\$0.00
c) Equipment	\$0.00	\$0.00	0 %	\$0.00	\$0.00
d) Space/Property & Utilities	\$0.00	\$0.00	0 %	\$0.00	\$0.00
e) Operating Expenses	\$0.00	\$0.00	0 %	\$0.00	\$0.00
f) Other	\$11,040.00	\$27,760.00	251 %	\$0.00	\$38,800.00
Subtotal	\$300,000.00	\$100,000.00	33 %	\$0.00	\$400,000.00
TOTAL	\$300,000.00	\$100,000.00	33 %	\$0.00	\$400,000.00

Contract Number: # DEC01-C00799GG-3350000

Page 1 of 7, Attachment B-1 - Expenditure Based Budget

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

SALARY					
POSITION/TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
				Subtotal	
TOTAL FRINGE					
				PERSONAL SERVICES TOTAL	

Contract Number: # DEC01-C00799QG-3350000

Page 2 of 7, Attachment B-1 - Expenditure Based Budget

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL**

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
Professional Engineering Services	\$87,500.00
Construction Services	\$273,700.00
TOTAL	\$361,200.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

TRAVEL TYPE/DESCRIPTION	TOTAL
	\$0.00
TOTAL	\$0.00

EQUIPMENT TYPE/DESCRIPTION	TOTAL
TOTAL	

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
TOTAL	

OTHER - TYPE/DESCRIPTION	TOTAL
Legal/Bonding/Administration/STF	\$38,800.00
TOTAL	\$38,800.00

Delaware Proposal for RFI Response for Delanson



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

May 23, 2019

Roger Tidball, Supervisor
May 23, 2019
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

Sub: Engineering Services Proposal
Delanson WWTP – NYS SPDES Permit #NY026127
Sewer Districts 1&2

Dear Supervisor Tidball:

Delaware Engineering, D.P.C. is pleased to provide this proposal to provide the following professional services for Town.

Our understanding is the Town owns and operates the Delanson Wastewater Treatment Plant (WWTP) located off of Cole Road. The plant services Town sewer districts #1 (Delanson) and #3 (Duanesburg). The Town recently received a request for information from NYSDEC regarding the facility. The request is in advance of a SPDES permit renewal anticipated in 2020 when the current permit runs out.

Delaware Engineering proposes to provide the following professional services to the Town to assist in response to NYSDEC's request for information.

SCOPE OF PROFESSIONAL SERVICES

In regards to Professional Services, Delaware Engineering agrees to provide the following professional services for the project.

Task 1 – RFI Response

Delaware Engineering will complete all work with our staff and there will be no subcontracts.

A response letter will be drafted and submitted to Town personnel for review. Upon concurrence the letter (with any needed revisions) will be submitted to NYSDEC. As requested in the RFI, a Municipal Application Form 2A will be prepared and attached. Additional requested information will include a summary

of existing sampling (DMR information to be provided to Delaware by Town Staff), a flow diagram, a storm water certification, and a mixing zone form. Finally additional sampling and testing of wastewater effluent and receiving stream water is required by the RFI. Delaware will assist Town staff in procuring applicable sample bottles from the Town's designated laboratory, taking the sampling, and returning the sample bottles to the lab for analysis. Lab costs are not included in this proposal. Upon receipt of results from the lab, they will be tabulated and included in the response letter to be submitted to NYSDEC.

SUMMARY OF COSTS

Delaware Engineering will complete the above listed professional services for a not-to-exceed cost of \$4,000.

Task 1 – NYSDEC RFI Response	\$4,000
Total – Professional Services:	\$4,000

COMPENSATION

Compensation shall be based upon the hours spent on each task by the various categories of personnel, plus subcontractors and direct expenses in accordance with the Rate Schedule in effect (for the year) at the time of the work. Compensation shall commence for services provided from the date of contract execution until completion of the work.

Total contract compensation shall not exceed **\$4,000** unless prior authorization is received from the Client.

Invoices will be submitted to the Client on a monthly basis. Payment shall be made to the Engineer within 45 calendar days of the date of invoice. Checks shall be forwarded to Delaware Engineering, D.P.C., 28 Madison Avenue Extension, Albany, NY 12203 Attention: Susan Olivares.

ADDITIONAL SERVICES

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

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

STANDARD CONTRACT TERMS AND CONDITIONS

The terms and conditions contained on the attached sheet apply to this contract.

ATTACHMENTS

- NYSDEC RFI
- 2019 Rate Schedule
- Standard Terms and Conditions

Thank you for the opportunity to submit a proposal for these services. If all is acceptable and you wish us to proceed with the work, please sign below and return a copy to our office.

Respectfully Submitted,

DELAWARE ENGINEERING, D.P.C.



Dave Ohman, P.E.

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

Town of Duanesburg – (Client)

By: _____
(Signature) (Title)

(Print Name) Date

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Bureau of Permits
625 Broadway, Albany, New York 12233-3505
P: (518) 402-8111 | F: (518) 402-9029
www.dec.ny.gov

April 30, 2019

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

Subject: Request for Information - SPDES Permit # NY0261271
Due Date: July 26, 2019

Dear Permittee:

The Department is aware of a capital improvement project at your SPDES permitted facility. In accordance with the Department's Environmental Benefit Permit Strategy (EBPS), the Department will be conducting a comprehensive review of your SPDES permit to ensure that it complies with all applicable laws and regulations.

Please be aware that approval of the design documents cannot occur, and **construction cannot begin** before the review is complete and a final SPDES permit has been issued. Please consider responding as soon as possible, ahead of the deadline, to help expedite the review.

Please complete Municipal Application Form NY-2A (www.dec.ny.gov/permits/6287.html), as well as the information requested on the attached Additional Instructions form and submit as an electronic copy in PDF format (and Excel format for data files) to SPDESapp@dec.ny.gov. Do not submit a copy to the regional NYSDEC office.

Please note that you are responsible for maintaining a permit that adequately authorizes your discharge(s). Therefore, you should also provide us with any additional information concerning your discharge or planned improvements, such as:

- increase in discharge flow (expansion)
- changes to your treatment system (new or additional treatment processes)
- changes to your outfall configuration or location
- changes to your service area
- increase or change to the content of the waste being treated

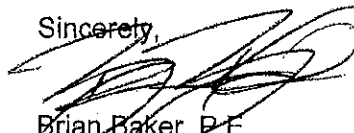
Please note that you are required by the terms of your permit and 6 NYCRR Part 750-1.19 to provide this information. Failure to provide accurate and timely information may prevent renewal of your permit in the future, may result in permit revocation and/or may result in the assessment of penalties.



Department of
Environmental
Conservation

If you have questions concerning this request, please contact Ms. Monica Moss, P.E. at monica.moss@dec.ny.gov or (518) 402-8104.

Sincerely,



Brian Baker, P.E.
Section Chief

cc: COPY VIA EMAIL ONLY
RWE, NYSDEC R4
BWP – Permit Coordinator
EFC – Rachel Kenyon

**State Pollutant Discharge Elimination System (SPDES)
Environmental Benefit Permit Strategy (EBPS)
ADDITIONAL INSTRUCTIONS**

In addition to completing Municipal Application Form NY-2A, please provide the information requested below:

1. **SUMMARY OF EXISTING REQUIRED SAMPLING** – Attach a tabularized summary, in Excel spreadsheet or compatible format, of all sampling required by the permit over the past 4.5 years. Include date of sample, parameter, sampling date, sampling location, EPA Method, concentration and/or mass reported, units, and flow rate for each outfall.
2. **FLOW DIAGRAM:** Include a unit flow diagram (or line diagram) clearly showing the flow of wastewater at your facility, including all major treatment units, outfalls and sampling locations.
3. **STORMWATER NO EXPOSURE CERTIFICATION:** Complete the attached NYSDEC No Exposure Certification form for Stormwater and return with your application materials.
4. **MIXING ZONE FORM:** Complete the attached mixing zone form and return with your application materials.
5. **SAMPLING:** Complete the following sampling for the indicated outfalls and receiving water. For effluent sampling, one composite sample (at the frequency currently in your permit) shall be collected except for parameters that require grab (pH, temperature, settleable solids, coliform).

Outfall(s)		Sampling Required ¹
X	Primary Outfall	Conventionals ¹
X		13 Priority Pollutant Metals ²
X		Volatiles (EPA Method 624)
X		Acid Compounds (EPA Method 625)
X		Base Neutral (EPA Method 625)
X		Mercury (EPA Method 1631) ²
X		Pesticides/PCB (EPA Method 608)
X	Ambient Sampling of Receiving Water ³	BOD ₅ , Dissolved Oxygen, Hardness (as CaCO ₃), Ammonia (as N), Total Kjeldahl Nitrogen (TKN, as N), Total Phosphorus, Total Dissolved Solids (TDS), Temperature, pH, and Priority Pollutant Metals. ²

1. Conventional parameters which shall be sampled include: BOD₅, COD, Dissolved Oxygen, TSS, TDS, Settleable Solids, Oil & Grease, Total Organic Nitrogen, Ammonia (as N), Nitrate (as N), Nitrite (as N), Total Kjeldahl Nitrogen (TKN, as N), Total Phosphorus, Flow Rate, Temperature, pH, Total Residual Chlorine (if applicable), Fecal Coliform, Total Coliform, E. coli, and Enterococci.
2. Mercury analysis shall be performed using EPA Method 1631. Other metals shall be analyzed using EPA Method 200.7. Analysis shall be for the "Total" form of metals.
3. The ambient receiving water sampling location shall be as close to the outfall(s) as is reasonable while also being outside of the direct influence of the discharge(s), i.e. upstream or, for ponded waters, outside the mixing zone. The selected location shall be indicated on the submitted application. Ambient samples shall be collected in accordance with applicable sampling protocols and be representative of the ambient conditions in the receiving water.

6. **SUMMARY & SAMPLING OF STORMWATER DISCHARGES (if applicable):** Submit a description of any stormwater outfalls that runoff from the site to surface water or to a separate storm sewer system, including latitude and longitude (degrees, minutes, seconds), receiving water, and classification of receiving water. Sampling of each stormwater outfall must be conducted for conventional parameters and any toxic parameters that are exposed to stormwater at the facility. A grab sample of stormwater must be collected during the first 30 minutes of discharge from a storm of at least 0.1 inches of accumulation which has been preceded by at least 72 hours of dry weather.
7. **DESCRIPTION OF PUMP STATION EMERGENCY OVERFLOWS (if applicable):** Submit a description of any emergency pump station outfalls, including existing CSOs, SSOs, and other known bypasses that discharge to surface water. Include a physical description of the overflow structure, latitude and longitude of the discharge point, receiving water, and classification of receiving water. Also include frequency (occurrences/month) and average duration of discharge (hours). Data from Sewage Pollutant Right-to-Know reporting may be included to satisfy portions of this requirement.



Department of Environmental Conservation

NO EXPOSURE CERTIFICATION

for Exclusion from SPDES Stormwater Permitting

The completed No Exposure Certification should be submitted along with the NY-2A application to SPDESapp@DEC.ny.gov.

I. Owner/Facility Information

Owner/Operator Name:

Mailing Address:

City/State/Zip:

Contact Name:

Phone No.:

Facility Name:

Street Address:

City/State/Zip:

County:

Latitude:

Longitude:

SIC Code:

Was the facility previously covered under a SPDES MSGP permit?

☐ Yes ☐ No

If Yes to either question, enter SPDES ID: NYR

Is there a No Exposure Certification currently on file with the Department?

☐ Yes ☐ No

If Facility was previously covered under the MSGP, the completion of this section will serve as a termination of your MSGP coverage.

II. Exposure Checklist

Are any of the following materials or activities exposed to precipitation, now or in the foreseeable future? (Please check either "Yes" or "No" in the appropriate box.) If you answer "Yes" to any of these questions (1) through (11), you are not eligible for the no exposure exclusion.

YES

NO

1	Using, storing or cleaning industrial machinery or equipment, and areas where residuals from using, storing or cleaning industrial machinery or equipment remain and are exposed to stormwater		
2	Materials or residuals on the ground or in stormwater inlets from spills/leaks		
3	Materials or products from past industrial activity		
4	Material handling equipment (except adequately maintained vehicles)		
5	Materials or products during loading/unloading or transporting activities		
6	Materials or products stored outdoors (except final products intended for outside use [e.g., new cars] where exposure to stormwater does not result in the discharge of pollutants)		
7	Materials contained in open, deteriorated or leaking storage drums, barrels, tanks, and similar containers		
8	Materials or products handled/stored on roads or railways owned or maintained by the discharger		
9	Waste material (except waste in covered, non-leaking containers [e.g., dumpster])		
10	Application or disposal of process wastewater (unless otherwise permitted)		
11	Particulate matter or visible deposits of residuals from roof stacks and/or vents not otherwise regulated (i.e., under an air quality control permit) and evident in the storm water outflow		

III. Certification

I certify under penalty of law that I have read and understand the eligibility requirements for claiming a condition of "no exposure" and obtaining an exclusion from SPDES stormwater permitting. I certify under penalty of law that there are no discharges of storm water contaminated by exposure to industrial activities or materials from the industrial facility or site identified in this document (except as allowed under 40 CFR 122.26(g)(2)). I understand that I am obligated to submit a no exposure certification form once every five years to the NPDES permitting authority and, if requested, to the operator of the local municipal separate storm sewer system (MS4) into which the facility discharges (where applicable). I understand that I must allow the SPDES permitting authority, or MS4 operator where the discharge is into the local MS4, to perform inspections to confirm the condition of no exposure and to make such inspection reports publicly available upon request.

Printed Name:

Title/Position:

Signature:

Date:

Clear Form

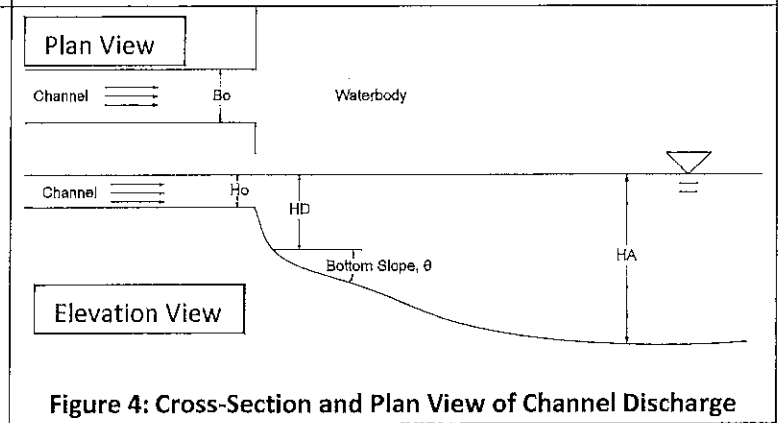
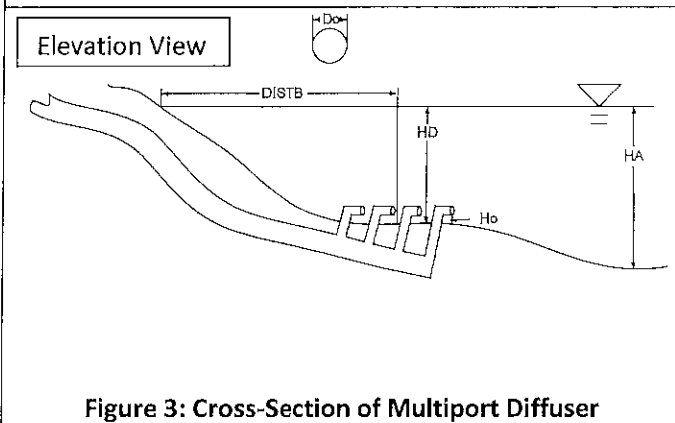
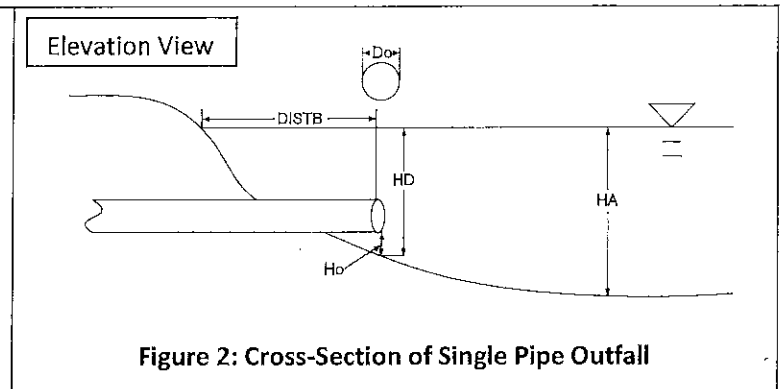
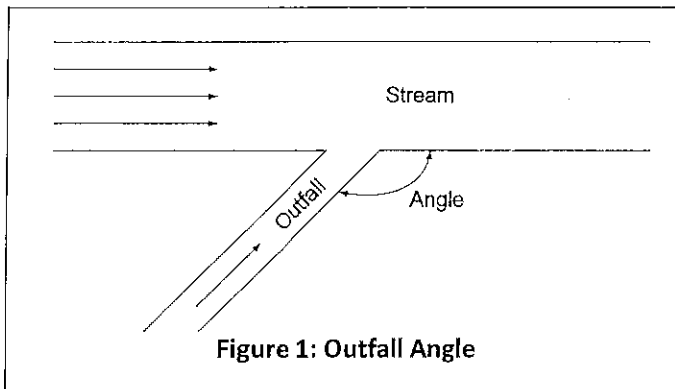
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MIXING ZONE FORM

To be submitted with the NY-2A Application Form

Outfall # 001 Configuration

1.	Choose the diagram that best represents your outfall (Figure 2-4). Refer to that figure to complete numbers 2-9.		Figure:
2.	Discharge outfall height (center to bottom of waterbody)	= H_o	Ft:
3.	Average water depth (average depth across entire cross-section)	= H_A	Ft:
4.	Actual water depth at outfall (depth of water near the outfall)	= H_D	Ft:
5.	Distance to the bank from outfall	= $DISTB$	Ft:
6.	Outfall/Port diameter (for Figure 3, provide number and diameter of the discharge ports)	= D_o	Ft:
7.	Angle between outfall and waterbody (see Figure 1, below)		Degrees:
8.	Bottom slope (Figure 4 only)	= θ	Degrees:
9.	Channel width (Figure 4 only)	= B_o	Ft:
10.	Provide a cross-section diagram of the waterbody at the discharge site.		
11.	Provide plan and elevation (section) views of the outfall pipe/diffuser.		
12.	Provide a plan view of the outfall pipe and surrounding areas .		



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

Billing Category	Rate/Hour
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&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. |

DELAWARE ENGINEERING, D.P.C.

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the limits of the ENGINEER'S insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include as an attachment to this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. -2019

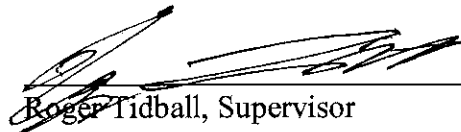
May 23, 2019

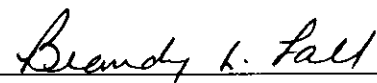
WHEREAS, the Town Board of the Town of Duanesburg contracted with Vacri Construction Corporation ("Vacri") for the construction of the Sewer District No. 3 improvements as designed by Delaware Engineering and approved by the NYS Environmental Facilities Corporation, among others; and

WHEREAS, Delaware Engineering has reviewed Vacri's application for payment No. 10 in the amount of **\$22,231.59** dated February 26, 2019 and the additional invoice and request dated February 26, 2019 in the amount of **\$16,324.93** both attached hereto and has advised the Town Board that the work was undertaken pursuant to the terms of the contract via correspondence from Bill Brown P.E. of Delaware Engineering to Town Supervisor Tidball.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby approves the application for payment in the amount of **\$38,556.52** and the Town Supervisor is authorized to provide the request to NYSEFC to be paid out of the funds awarded to the Town Sewer District No. 3 to undertake the project.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on May 23, 2019.


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

Roger Tidball	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
John Ganther	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Rick Potter	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Charles Leoni	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Jeff Senecal	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain

EFC Email

William Brown

Subject: FW: 5469-02 Duanesburg, Delaware Eng

From: "Webber, Cheryle (EFC)" <Cheryle.Webber@efc.ny.gov>
Date: March 26, 2019 at 10:02:55 AM EDT
To: "jbrust@DELAWAREENGINEERING.com" <jbrust@DELAWAREENGINEERING.com>
Cc: "Glassbrenner, Carly (EFC)" <Carly.Glassbrenner@efc.ny.gov>
Subject: RE: 5469-02 Duanesburg, Delaware Eng

Hi John,
Just letting you know that ESD agrees with our recommendation to approve the waiver request. We are waiting for the engineering agreement, with bid packet contract language, to be approved before sending out our MWBE approval notice.

Regards,
Cheryle

Cheryle Webber, P.E.
Manager, Northern Projects and MWBE Unit

NYS Environmental Facilities Corporation
625 Broadway, Albany, New York 12207-2997
518.402.7396 (p) | 518.402.7456 (f) | cheryle.webber@efc.ny.gov

www.efc.ny.gov

For News and Updates on EFC:



From: John Brust <jbrust@delawareengineering.com>
Sent: Friday, March 15, 2019 9:58 AM
To: Webber, Cheryle (EFC) <Cheryle.Webber@efc.ny.gov>
Subject: 5469-02 Duanesburg, Delaware Eng

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Cheryle,

Could you please let me know when you have forwarded the Duanesburg waiver request on to ESD?

Thanks...and have a nice weekend.

John

EFC Draw Request with Vacri Pay App

EXHIBIT L

[FORM OF SUPPLEMENTAL CERTIFICATE OF DETERMINATION]

TOWN OF DUANESBURG
SRF Project No.: C4-5469-02-00

SUPPLEMENTAL CERTIFICATE OF DETERMINATION
amending and supplementing
the hereinafter defined
Certificate of Determination

Dated as of the day of , 20¹⁹

I, the undersigned Finance Officer of the Town of Duanesburg (the "Recipient"), hereby certify and agree as follows:

1. This Supplemental Certificate of Determination is being delivered pursuant to the Project Finance Agreement (the "Project Finance Agreement") dated as of October 27, 2016 between the New York State Environmental Facilities Corporation (the "Corporation") and the Recipient and the certificate of determination dated as of October 27, 2016 and delivered by the Recipient in connection therewith (the "Certificate of Determination"). In accordance with the Project Finance Agreement and the Certificate of Determination, the Certificate of Determination is hereby supplemented. All capitalized terms used but not defined herein shall have the respective meanings set forth in the Project Finance Agreement.

2. The certifications made in paragraphs 2, 3, 7 and 8 of the Certificate of Determination are confirmed and remade as of this date.

3. The Corporation is hereby requested to make an Advance under the Financing in the amount of \$ 273,544.86 for Project Costs. Upon the making of an advance under Recipient Note No. RST-1 (the "Note"), the Corporation is authorized to record all or a portion of such advance on the grid attached to the Note.

4. The above Project Costs have not been paid with the proceeds of any Third-Party Funding, except as specifically described herein: NA

5. The Recipient has determined that such Project Costs are reasonable, necessary, and allocable to the Financed Project under generally accepted governmental accounting standards.

6. This is Advance number 15 requested under the Financing and this Advance, if made, together with the prior Advances requested, will not either of exceed the Maximum Advance Amount of the Note or the Grant.

7. The making of the Advance under the Note will not result in a borrowing by the Recipient that will violate any State Constitutional, statutory or judicial limitation on the issuance of debt by the Recipient.

8. The Recipient hereby represents and warrants that it is not in default under the Project Finance Agreement, that no event has occurred which, with the passage of time or the giving of notice or both, would become a default thereunder, that it has performed all of the covenants and agreements that it is required to perform under the Project Finance Agreement, that the making of the Advance requested by this Certificate has been duly authorized by the Recipient, and that no change in circumstances has occurred, or will occur upon the making of the Advance hereby requested, which would preclude continued reliance upon the opinion of bond counsel to the Recipient rendered in connection with the Note.

9. Payments aggregating \$ 3,000,000 have been incurred by the Recipient for Project Costs which, based upon information provided me by the Recipient's engineer for this project, constitute an "eligible project" under the State Act as shown on the Disbursement Request Form attached hereto as Attachment 1.

10. Based upon information provided me by the Recipient's engineer for this project, all amounts requisitioned hereunder are for eligible Project Costs which have not been included in any previous Advance.

11. **(If requesting payment for costs of construction):** As of the date hereof, the Recipient holds, and will retain, a legal and valid fee simple title or other estate or interest in the site(s) of the Project, including all necessary easements and/or rights-of-way, as are or will be necessary for the Recipient's continued undisturbed use and possession of the site(s) of the Project during the construction, operation and maintenance of the Project.

12. **(If requesting payment for costs of construction):** The Recipient has obtained all licenses, permits or other approvals required as of the date hereof to undertake the Project.

13. **(If requesting payment for costs of construction):** The Advance requested does not include any costs of construction (other than costs of planning and design) associated with plans and specifications which have not been accepted by DEC or the Corporation or for which the Recipient has not submitted all items requested by the Corporation is such approval and complied with any other conditions of such approval.

14. **(If requesting payment for costs of construction):** The Advance requested does not include any costs for change orders which have not been accepted by the Corporation.

15. **(If requesting payment for costs associated with professional services agreement):** The Advance requested does not include any costs incurred pursuant to any professional services agreements which have not been furnished to the Corporation.

16. **(If requesting payment for costs for professional services associated with inspection and engineering services during construction):** The Advance requested does not include any costs incurred pursuant to any professional services agreement pertaining to inspection and engineering services during construction of the Project which has not been reviewed and so accepted by the Corporation.

17. **(If requesting payment for costs associated with technical force account work):** The Advance requested does not include any costs of construction (other than costs of planning and design) associated with the Technical Force Account Proposal which has not been approved by the Corporation.

18. **(If requesting payment for costs for equipment):** The Advance requested does not include any costs for equipment which have not been accepted and approved by DEC or the Corporation.

19. The amount requested does not include any project costs associated with a Utilization Plan, EEO policy statement, or staffing plan as applicable, which has not been approved by the Corporation. If a Utilization Plan, EEO policy statement, or staffing plan, as applicable, has been approved by the Corporation, documentation as may be required by the Corporation to verify compliance with EEO, Affirmative Action, and MWBE requirements has been provided, or, the Recipient is in compliance with all EEO, Affirmative Action, and MWBE requirements.

20. The facsimile of the seal which is impressed or imprinted upon this certificate has been imprinted or impressed upon the Recipient Note and is the legally adopted, proper and only official corporate seal of the Recipient.

21. The undersigned is duly authorized to execute and deliver this Supplemental Certificate of Determination on behalf of the Recipient.

22. The Recipient hereby represents and warrants that it is not a debarred or suspended party under 2 CFR Part 180 and 2 CFR 1532. Further, the Recipient has not made any award, contract or agreement for purchases of goods or services with any debarred or suspended party under 2 CFR Part 180 and 2 CFR 1532 or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.

23. The Recipient hereby represents and warrants that it has obtained a certification in the form of **Exhibit M** to the Project Finance Agreement from each contractor and subcontractor which has a contract financed hereunder which exceeds \$100,000 and that the Recipient has submitted to the Corporation each such contractor and subcontractor certification as required under 40 CFR Part 34.

24. If applicable with respect to Davis-Bacon compliance, the Recipient confirms that for each payroll copy received since the last certification made on any payroll that the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the applicable weekly payroll copies.

IN WITNESS WHEREOF, I have hereunto set my hand and the corporate seal of the Recipient has hereunto been affixed as of the date first set forth above.

TOWN OF DUANESBURG

(SEAL)

By: _____
Name (Please Print): Roger Tidball
Title: Supervisor

Cost Summary
Duanesburg T, C4-5469-02-00

Request No. 15
12

Contractor Name / Cost Description			Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt. Remaining	Costs Requested
Brunswick Electric, Inc.			06/28/2016	\$57,861.20	\$57,861.20	\$54,968.14	\$54,968.14	\$2,893.06	
Construction	Contract No. TD1-E-16 - SD #3 Sanitary Sewer Collection System	Lump Sum		\$57,861.20	\$57,861.20	\$54,968.14	\$54,968.14	\$2,893.06	
J Squared Construction Corp			07/06/2017	\$299,000.00	\$299,000.00	\$193,800.00	\$215,175.00	\$106,200.00	
Construction	Contract No. TD1-G-17 - General	Lump Sum		\$299,000.00	\$299,000.00	\$193,800.00	\$215,175.00	\$106,200.00	
Schoenecker Construction, LLC			10/01/2016	\$28,400.00	\$28,400.00	\$28,400.00	\$28,400.00	\$0.00	
Construction	Delanson WWTP Filter Service	Lump Sum		\$28,400.00	\$28,400.00	\$28,400.00	\$28,400.00	\$0.00	
Vacri Construction Corporation			06/28/2016	\$2,078,132.10	\$2,078,132.10	\$1,959,846.25	\$1,959,846.25	\$118,285.85	
Construction	Contract No. TD1-G-16 - SD #3 Sanitary Sewer Collection System	Lump Sum		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(conditioned)
	Contract No. TD1-G-16 - SD #3 Sanitary Sewer Collection System	Lump Sum		\$2,078,132.10	\$2,078,132.10	\$1,959,846.25	\$1,959,846.25	\$118,285.85	\$22,231.59
Delaware Engineering, P.C.			02/27/2013	\$150,000.00	\$150,000.00	\$119,180.51	\$119,180.51	\$30,819.49	
Engineering	Archaeologist	Not to Exceed		\$35,000.00	\$35,000.00	\$9,593.40	\$9,593.40	\$25,406.60	
	Planning Phase	Not to Exceed		\$90,000.00	\$90,000.00	\$87,587.11	\$87,587.11	\$2,412.89	\$2,412.89
	Surveyor	Not to Exceed		\$25,000.00	\$25,000.00	\$22,000.00	\$22,000.00	\$3,000.00	
Delaware Engineering, P.C.			03/02/2017	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$248,900.38 (mwbe restricted)
Engineering	Design, Permitting and Bidding Services	Not to Exceed		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
Mazzotta, Sherwood & Vaglianellis, P.C.			02/22/2016	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	
Bond Counsel	Bond Counsel	Estimate		\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	

NYS Environmental Facilities Corporation
 Phone: (518) 402-7085
 Fax: (518) 402-7086

Prepared on 12/18/2017

<p align="center">Cost Summary Duanesburg T, C4-5469-02-00</p>

Request No. 15
12

Contractor Name / Cost Description		Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt. Remaining	Costs Requested
Whiteman, Osterman & Hanna, LLP		12/15/2015	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	
Local Counsel	Local Counsel	Estimate	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	
Miscellaneous		05/25/2016	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	
Other	Miscellaneous	Estimate	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	

Cost Summary
Duanesburg T, C4-5469-02-00

15
 Request No. 12

Contractor Name / Cost Description	Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt. Remaining	Costs Requested
Contingency	05/25/2016	\$51,606.70	\$0.00	\$0.00	\$0.00	\$0.00	
Contingency Contingency	Estimate	\$51,606.70	\$0.00	\$0.00	\$0.00	\$0.00	(not releaseable)
New contracts (include copy of contract with request):							
PROJECT TOTALS FOR C4-5469-02-00:		\$3,000,000.00	\$2,648,393.30	\$2,356,194.90	\$2,377,569.90		
LESS OFFSETS:							
TOTAL NET REQUESTED FOR THIS DISBURSEMENT:							\$273,544.86

Summary of SRF Funding for C4-5469-02-00 (all financings)	
Total Amount Financed by SRF:	\$ 2,250,000.00
Total SRF Grant:	750,000.00
Total Project Costs Disbursed to Date:	2,356,194.90
PLUS: Cost of Issuance Disbursed:	0.00
Total SRF Funds Disbursed To Date:	\$ 2,356,194.90

Summary of SRF Funding for C4-5469-02-00 (current financing only)	
SRF Financing Amount:	\$ 2,250,000.00
SRF Grant Amount:	750,000.00
Disbursed To Date:	2,356,194.90
Available Balance:	\$ 643,805.10



Contractor's Application for Payment No.

10 - Final

To (Owner):	Town of Duanesburg	Application Period:	02/01/2018 Through 02/26/2019	Application Date:	2/26/2019
Project:	Sewer District No. 3 - Sanitary Sewer Collection System	From (Contractor):	Vacri Construction Corporation	Via (Engineer):	Delaware Engineering, D.P.C.
Owner's Contract No.:	1	Contract:	1	Engineer's Project No.:	TD1-G-16 General

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$0.00	
2	\$2,132.10	
3	\$145,026.92	
TOTALS		
NET CHANGE BY		\$0.00
CHANGE ORDERS		\$147,159.02

1. ORIGINAL CONTRACT PRICE..... \$ \$2,076,000.00
2. Net change by Change Orders..... \$ \$147,159.02
3. Current Contract Price (Line 1 ± 2)..... \$ \$2,223,159.02
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ \$2,223,159.02
5. RETAINAGE:
 - a. 0% X \$2,223,159.02 Work Completed..... \$ \$0.00
 - b. 0% X \$0.00 Stored Material..... \$ \$0.00
 - c. Total Retainage (Line 5a + Line 5b)..... \$ \$0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ \$2,223,159.02
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$2,200,927.43
8. AMOUNT DUE THIS APPLICATION..... \$ \$22,231.59
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ \$0.00

Payment of: \$

\$22,231.59

(Line 8 or other - attach explanation of the other amount)

is recommended by:

(Engineer)

(Date)

Payment of: \$

\$22,231.59

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances

By: *[Signature]* 2/26/2019

Progress Estimate

Contractor's Application

For (contract): Sewer District No. 3 - Sanitary Sewer Collection System										Application Number: 10 - Final		
Application Period: 02/01/2018 Through 02/26/2019										Application Date: February 26, 2019		
A										F		
Bid Item No.	Item	Description	Bid Quantity	Unit Price	Bid Value	C	D	E	F	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
1		Mobilization & Demobilization, Bond, Insurance	1.00	\$91,000.00	\$91,000.00	100.00%	\$91,000.00			\$91,000.00	100.0%	
2		Maintenance and Protect of Traffic (M&PT)	1.00	\$55,000.00	\$55,000.00	100.00%	\$55,000.00			\$55,000.00	100.0%	
3		NYSDOT Work Permit & Schenectady County Work Permit	1.00	\$5,500.00	\$5,500.00	100.00%	\$5,500.00			\$5,500.00	100.0%	
4		Utility Clearance/Support During Construction	1.00	\$5,000.00	\$5,000.00	100.00%	\$5,000.00			\$5,000.00	100.0%	
5		Site Work	1.00	\$35,000.00	\$35,000.00	100.00%	\$35,000.00			\$35,000.00	100.0%	
6		New HDPE DR11 Sanitary Sewer Pipe - Directional Bore/Open										
7		8" HDPE DR11 - Gravity Sewer Main - Directional Bore	573.00	\$98.00	\$56,154.00	543.00	\$53,214.00			\$53,214.00	94.8%	\$2,940.00
8		4" HDPE DR11 - Gravity Sewer Laterals - Directional Bore	627.00	\$70.00	\$43,890.00	710.00	\$49,700.00			\$49,700.00	113.2%	-\$5,810.00
9		6" HDPE DR11 - Force Main Sewer Pipe	7,620.00	\$50.00	\$381,000.00	7,424.00	\$371,200.00			\$371,200.00	97.4%	\$9,800.00
10		1-1/2" HDPE DR11 - Force Main Sewer Laterals	564.00	\$34.00	\$19,176.00	505.00	\$17,170.00			\$17,170.00	89.5%	\$2,006.00
11		1-1/4" HDPE DR11 - Force Main Sewer Laterals	1,587.00	\$32.00	\$50,784.00	3,209.00	\$102,688.00			\$102,688.00	202.2%	-\$51,904.00
12		8" SDR35 - Open Cut Gravity Sewer Mainline	7,037.00	\$58.00	\$408,146.00	6,693.50	\$388,223.00			\$388,223.00	95.1%	\$19,923.00
13		4" SDR35 - Open Cut Gravity Sewer Laterals	1,160.00	\$45.00	\$52,200.00	1,350.00	\$60,750.00			\$60,750.00	116.4%	-\$8,550.00
14		Precast Concrete MH & Appurtenances (34EA w/ Casting)	190.00	\$500.00	\$95,000.00	223.49	\$111,745.00			\$111,745.00	117.6%	-\$16,745.00
15		Air Relief Valve FM w/ Appurtenances	1.00	\$8,000.00	\$8,000.00	100.00%	\$8,000.00			\$8,000.00	100.0%	
16		Line Cleanouts FM w/ Appurtenances	8.00	\$4,000.00	\$32,000.00	8	\$32,000.00			\$32,000.00	100.0%	
17		New 6" CL52 DIP Bell & Socket SS FM Bridge Crossing	1.00	\$60,000.00	\$60,000.00	100.00%	\$60,000.00			\$60,000.00	100.0%	
18		New Residential Grinder Pump Stations and Appurtenances	21.00	\$11,000.00	\$231,000.00	22	\$242,000.00			\$242,000.00	104.8%	-\$11,000.00
19		Sanitary Sewer Pump Station & Appurtenances	1.00	\$146,000.00	\$146,000.00	100.00%	\$146,000.00			\$146,000.00	100.0%	
20		Stationary Emergency Generator Fuel Storage Tank for PS	1.00	\$6,000.00	\$6,000.00	100.00%	\$6,000.00			\$6,000.00	100.0%	
21		Site Restoration: NYSDOT Areas	1.00	\$65,000.00	\$65,000.00	100.00%	\$65,000.00			\$65,000.00	100.0%	
22		Site Restoration: Non-NYSDOT Areas	1.00	\$30,000.00	\$30,000.00	100.00%	\$30,000.00			\$30,000.00	100.0%	
23		Storm Drain Smooth Bore Corrugated HDPE 12" Dia.	150.00	\$51.00	\$7,650.00	30.00	\$1,530.00			\$1,530.00	20.0%	\$6,120.00
24		Allowance for Unforeseen Site Conditions on all Work Areas	1.00	\$3,200.00	\$3,200.00	16.00%	\$3,200.00			\$3,200.00	16.0%	\$16,800.00
Subtotals This Page (Additional on Next Page)					\$1,920,000.00		\$1,955,220.00			\$1,955,220.00	101.8%	-\$35,220.00

Progress Estimate

Contractor's Application

For (Contract): Sewer District No. 3 - Sanitary Sewer Collection System										Application Number: 10 - Final	
Application Period: 02/01/2018 Through 02/26/2019										Application Date: February 26, 2019	
A										F	
Bid Item No.	Item	Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	D	E	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
BA-1	Rock Removal		100.00	\$200.00	\$20,000.00	89.00	\$17,800.00		\$17,800.00	89.0%	
BA-2	Rock Removal		400.00	\$150.00	\$60,000.00						
BA-1	Storm Drain Piping - Smooth Bore Corrugated HDPE - 12"		250.00	\$80.00	\$20,000.00						
BA-2	Storm Drain Piping - Smooth Bore Corrugated HDPE - 18"		250.00	\$100.00	\$25,000.00						
CO-1	Change Order No. 1 (No Cost)		1.00			100.00%					
CO-2	Change Order No. 2		1.00	\$2,132.10	\$2,132.10	100.00%	\$2,132.10		\$2,132.10	100.0%	
CO-3	Change Order No. 3		1.00	\$145,026.92	\$145,026.92	100.00%	\$145,026.92		\$145,026.92	100.0%	
CO-3 - Adj	Over/Under Adjustment to Match Work Completed to Contract Value		1.00	(\$50,995.00)	(\$50,995.00)	100.00%	(\$50,995.00)		(\$50,995.00)	100.0%	
BA-A-1	Bid Alternate A - R77/Duanesburg Road (East of Hamlet)										
BA-A-2	Mobilization & Demobilization, Bond, Insurance		1.00	\$7,400.00	\$7,400.00	100.00%	\$7,400.00		\$7,400.00	100.0%	
BA-A-3	Maintenance and Protect of Traffic (M&PT)		1.00	\$4,400.00	\$4,400.00	100.00%	\$4,400.00		\$4,400.00	100.0%	
BA-A-4	NYSDOT Work Permit		1.00	\$570.00	\$570.00	100.00%	\$570.00		\$570.00	100.0%	
BA-A-5	Utility Clearance/Support During Construction		1.00	\$1,000.00	\$1,000.00	100.00%	\$1,000.00		\$1,000.00	100.0%	
BA-A-6	Site Work		1.00	\$2,000.00	\$2,000.00	100.00%	\$2,000.00		\$2,000.00	100.0%	
BA-A-7	New HDPE DR11 Sanitary Sewer Pipe - Directional Bore										
BA-A-8	8" HDPE DR11 & Appurtenances - Gravity Sewer Under Rt 7		115.00	\$98.00	\$11,270.00	64.00	\$6,272.00		\$6,272.00	55.7%	\$4,998.00
BA-A-9	4" HDPE DR11 & Appurtenances - Gravity Sewer Under Rt 8		240.00	\$70.00	\$16,800.00	202.00	\$14,140.00		\$14,140.00	84.2%	\$2,660.00
BA-A-10	New PVC SDR35 Sanitary Sewer Pipe - Open Cut										
BA-A-11	8" SDR35 & Appurtenances - Gravity Sewer Mainline		1,760.00	\$46.00	\$80,960.00	1,758.00	\$80,868.00		\$80,868.00	99.9%	\$92.00
BA-A-12	4" SDR35 & Appurtenances - Gravity Sewer Laterals		15.00	\$40.00	\$600.00	82.00	\$3,280.00		\$3,280.00	546.7%	-\$2,680.00
BA-A-13	New Sanitary Sewer Gravity Manhole (TEA w/ Frame & Grate)		42.00	\$500.00	\$21,000.00	48.00	\$24,045.00		\$24,045.00	114.5%	-\$3,045.00
BA-A-14	Site Restoration in Non-NYSDOT Areas		1.00	\$10,000.00	\$10,000.00	100.00%	\$10,000.00		\$10,000.00	100.0%	
Totals					\$156,000.00		\$267,939.02		\$267,939.02	171.8%	\$2,025.00

INVOICE**Vacri Construction Corporation**

One Brick Avenue
 Binghamton, New York 13901
TEL: 607.723.4319 FAX: 607.723.9539

Invoice Submitted To:	Phone / Fax	Date
Town of Duanesburg		February 26, 2019
Street	Job Name	
5853 Western Turnpike	Miscellaneous Work - See Descriptions Below	
City, State and Zip Code	Job Location	
Duanesburg, NY 12056	Sewer District No. 3	
Attention	Email	
Roger Tidball, Town of Duanesburg Supervisor		

Proposed sewer system work has been completed for the sum of:Dollars **\$16,324.93**

Payment to be made as follows:

Net 30 Days

All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
 Signature



Roberto DeVincentis

Vacri Construction has completed the following additional work on the Sewer District No. 3 sanitary sewer collection system and is hereby requesting payment for the following items:

Force Main Repair at Rte 7 Bridge Crossing : \$7,347.23

Storm Drainage Pipe Repair at Stewarts Station : \$5,735.39

Electrical J-Box Installation at Pump Station : \$2,310.00

Damaged Curb Stop Repair - 8313 Rte 7 : \$5,432.31

CREDIT - Emergency Repair at 8055 Rte 7 : (\$4,500.00)

Total Bill : \$16,324.93

Mariaville WWTP Work Plan and Budget for WQIP Grant

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Mariaville Lake UV Disinfection Project

CONTRACTOR SFS PAYEE NAME: DUANESBURG TOWN OF

CONTRACT PERIOD: From: 05/01/2018
To: 04/30/2023

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

The Mariaville Lake Wastewater Treatment Plant (WWTP), owned and operated by the Town of Duanesburg, is located off of NYS Route 159 in the Town of Duanesburg, Schenectady County. The WWTP is designed and permitted to treat up to 100,000 gallons per day and discharges to a tributary of the South Chuctanunda Creek, a class C stream. The WWTP serves the Hamlet of Mariaville Lake and is known as Sewer District #2. A small portion of the Hamlet is located in the Town of Princeton and these residences are also served by the sewer district. The district has approximately 280 properties connected to the sanitary sewer system. For the purposes of apportioning sewer rents, the sewer district is calculated to have 280.5 equivalent dwelling units.

The WWTP is regulated under State Pollutant Discharge Elimination System (SPDES) Permit # NY-026 8437. In 2018, the Town received a "Notice of Intent to Modify" the SPDES permit from the NYSDEC, which mandated seasonal effluent disinfection in order to decrease overall fecal coliform levels in the discharged water. They also received a Draft SPDES permit which contained a compliance schedule requiring that disinfection be provided no later than May 1, 2023.

The Town proposes to meet the new mandate by adding ultra violet (UV) disinfection to the wastewater treatment process train. The original plant design plans detail a location for a "future UV disinfection" unit, so no major plant or building modifications are anticipated to be required for this project. As required in the 10 States Standards, the Town will install 2 UV units so that one unit will always be available when the 2nd unit is taken offline for periodic maintenance or repair. SCADA controls will be added to monitor the functioning of the UV units.

Contract Number: # DEC01-C00799GG-3350000

Page 1 of 1 , Attachment C - Work Plan Summary

ATTACHMENT C - WORK PLAN
DETAIL

Objective	
1	Protection of public health and safety - The addition of UV disinfection to the WWTP process train will decrease the fecal coliform count in the effluent discharged from the plant thereby protecting the receiving waters and public health and safety.
Tasks	
1.1	Design plans submittal - The Town's chosen engineer will prepare design plans and specifications for NYSDEC review and approval. The plans will require the approval of the NYSDEC regional permit office.
<u>Performance Measures</u>	
1.1.1	Design Plan Approval - Approval of the plans by the NYSDEC regional permit office.
Tasks	
1.2	Bidding and Award - Once design plans are approved, the project will be publicly bid.
<u>Performance Measures</u>	
1.2.1	Awarding of contract - Awarding of the one prime contract to the successful bidder.
Tasks	
1.3	Construction - installation of the UV disinfection units and SCADA controls for monitoring the new equipment.
<u>Performance Measures</u>	
1.3.1	successful installation of the new UV disinfection unit and monitoring - UV units are installed and functioning as per manufacturers criteria.
Tasks	
1.4	Successful Start-up - Units are installed as per approved plans and specifications and operating as per the manufacturer's warranty.
<u>Performance Measures</u>	
1.4.1	Units are operating as per manufacturer's specifications - UV units will be monitored to confirm that they are operating as designed.

ATTACHMENT C - WORK PLAN
DETAIL

Objective

- 2 Modified SPDES Permit compliance - The effluent does not exceed fecal coliform levels established in the modified SPDES permit

Tasks

- 2.1 Testing of effluent for coliform levels - Samples will be tested for total fecal coliform.

Performance Measures

- 2.1.1 Effluent meets modified SPDES criteria - The total fecal coliform in tested samples should not exceed 200/100ml (30 day geometric mean) or 400/100ml (7 day geometric mean) from May 1st to October 31

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

SUMMARY

PROJECT NAME: Mariaville Lake UV Disinfection Project

CONTRACTOR SFS PAYEE NAME: DUANESBURG TOWN OF

CONTRACT PERIOD: From: 05/01/2018
To: 04/30/2023

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$0.00	\$0.00	0 %	\$0.00	\$0.00
b) Fringe	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	0 %	\$0.00	\$0.00
2. Non Personal Services					
a) Contractual Services	\$288,960.00	\$72,240.00	25 %	\$0.00	\$361,200.00
b) Travel	\$0.00	\$0.00	0 %	\$0.00	\$0.00
c) Equipment	\$0.00	\$0.00	0 %	\$0.00	\$0.00
d) Space/Property & Utilities	\$0.00	\$0.00	0 %	\$0.00	\$0.00
e) Operating Expenses	\$0.00	\$0.00	0 %	\$0.00	\$0.00
f) Other	\$11,040.00	\$27,760.00	251 %	\$0.00	\$38,800.00
Subtotal	\$300,000.00	\$100,000.00	33 %	\$0.00	\$400,000.00
TOTAL	\$300,000.00	\$100,000.00	33 %	\$0.00	\$400,000.00

Contract Number: # DEC01-C00799GG-3350000

Page 1 of 7, Attachment B-1 - Expenditure Based Budget

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
				Subtotal	
TOTAL FRINGE					
				PERSONAL SERVICES TOTAL	

Contract Number: # DEC01-C00799GG-3350000

Page 2 of 7, Attachment B-1 - Expenditure Based Budget

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
Professional Engineering Services	\$87,500.00
Construction Services	\$273,700.00
TOTAL	\$361,200.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

TRAVEL TYPE/DESCRIPTION	TOTAL
	\$0.00
TOTAL	\$0.00

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
TOTAL	

OTHER - TYPE/DESCRIPTION	TOTAL
Legal/Bonding/Administration/STF	\$38,800.00
TOTAL	\$38,800.00

Delanson Long Term Improvements Engineering Report Response Letter to NYSEFC



Delaware Engineering, D.P.C.

8-12 Dietz Street, Suite 303
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

April 8, 2019

Rachel Kenyon, EIT
Environmental Project Engineer 1
Technical Support and Central Project Section
NYS Environmental Facilities Corporation
625 Broadway
Albany, NY 12207

Re: Town of Duanesburg Delanson WWTP
CWSRF #5469-06

Sub: Response to Engineering Report Comments

Dear Ms. Kenyon:

Please find below responses to your comments on the Preliminary Engineering Report for the Delanson WWTP long term improvements project for which NYSEFC has awarded financing.

General Comments

1. Revise the report to reflect what short term improvements (pg. 29) were completed by the end of 2017.

Response: The short term improvements project was completed in March of 2018. The scope of work included

- Replacement of the sand/media in the sand filters, included addition of access port into filters for future serviceability (completed January 2017)
- Connection of the existing influent and effluent flowmeters to corresponding samplers to allow for flow pacing of the sampling
- Installation of a new flowmeter on the influent line to the sand filters along with replacement of alum chemical feed pumps, connection of these components to allow for flow pacing of the alum feed into the sand filter influent stream
- Replacement of aeration grids in the two sbr basins
- Installation of covers over the sbr basins
- Insulation of the above grade exterior walls of the sbr basins

2. Please update general references to "regulatory standards" with references to the specific standard being used for the design.

Response: Standards utilized in preparation of the engineering report were Ten States Standards, Metcalf & Eddy, New York State Design Standards for Intermediate Sized Wastewater Treatment Systems, and TR-16 Guides for the Design of Wastewater Treatment Works.

3. The total aeration volume range is stated to be 167,000 gallons to 134,900 gallons on page 13 of the Engineering Report; however, if the tank dimensions are used to calculate volumes, the total number of gallons is different. How were the volumes in Table 3.2 calculated?

Aeration			
L (ft)	33	Single Basin Volume Range	
W (ft)	22	9,002	11,035 ft ³
D _L (ft)	12.4	67,338	82,543 gal
D _H (ft)	15.2	Total Aeration Volume Range	
gal/ft ³	7.48	18,005	22,070 ft ³
		134,676	165,087 gal

Response:

Parameter	Single basin design per Technical Spec.		Single basin design as Operated
L (ft) = 33	Low vol., ft ³ = 9,002.4	L (ft) = 33	Low vol., ft ³ = 9,002.4
W (ft) = 22	High vol., ft ³ = 11,688.6	W (ft) = 22	High vol., ft ³ = 11,035
D _L (ft) = 12.4	Low vol., gal = 67,338	D _L (ft) = 12.4	Low vol., gal = 67,338
D _H (ft) = 16.1	High vol., gal = 87,430	D _H (ft) = 15.2	High vol., gal = 82,543
Gal / ft ³		Gal / ft ³	

Low Volume (at bottom of decant) is arrived at by; $L \text{ (ft)} \times W \text{ (ft)} \times D_L = \text{Vol, ft}^3 \times 7.45 \text{ g / ft}^3 =$
 High Volume (SBR full) is arrived at by; $L \text{ (ft)} \times W \text{ (ft)} \times D_H = \text{Vol, ft}^3 \times 7.45 \text{ g / ft}^3$

4. The same comment as above applies for the digester volumes. On Page 21 of the Engineering Report a volume of 86,150 gallons is given for the total digester volume.

Digester			
L (ft)	24.5	Digester Volume	
W (ft)	15	Single	Total
D (ft)	15.7	5,770	11,540 ft ³
gal/ft ³	7.48	43,158	86,315 gal

Response: Value of 86,150 gallons is incorrect for total (2 basins) digester volume, 86,315 gallons is correct $24.5' \times 15' \times 15.6' = 5769.75 \text{ ft}^3 \times 7.48 \text{ g / ft}^3 = 43,157.73 \text{ g} \times 2 \text{ basins} = 86,315 \text{ gallons}$.

5. Table 3.4 - Why was the "average water level" of 15.2 assumed for this calculation when using the low water level would have been more conservative?

Response: This is a Batch Sequential Batch Reactor versus a Continuous Sequencing Batch Reactor. So, it follows the following steps:

Low water level 12.4' of depth would be achieved at the end of the DECANT PHASE.

- Unit decanter has dropped to its low point evacuating clear water (stops above the sludge blanket)
- No air / no mixing

Next is, FILL / ANOXIC PHASE.

- "Fresh" feed (carbon source) is brought in to the nitrified sludge. Nitrogen gas is evolved / TN goes down
- Level is brought up to 15.2'.

AIR ON PHASE follows

- Air comes on to feed biology / break down waste.

Lastly, AIR OFF / SETTLE PHASE

- This step is analogous to a clarifier. Air is turned off, biology uses up O₂.
- Solids settle down in tank to form sludge blanket.
- At end of AIR OFF / SETTLE PHASE a layer of clear water (down to the low level of 12.4') is present with sludge below. Plant then goes to DECANT PHASE.

The typical operating level during aeration (15.2') is assumed for this process.

6. What is the 1,333 design population equivalent based on (pg. 21)?

Response: The design population is based on an estimated 75 gallons per day per capita and the permitted capacity of the WWTP at 100,000 gallons per day.

7. The volumes for the SBR basins (pg. 14) do not match what is listed in Table 3.9 (pg. 22).

Response: Volume given as ≈82,000 gallon. Actual operating volume during the AIR ON PHASE is 82,543 per basin for combined volume of 165,087 gallons (2 basins)

8. Page 28 - There is a general note about considering a different injection point for alum... but it is not discussed again. Will this be included in the project?

Response: At this time we are not proposing to change the injection point of alum to the Sand. However, the following has been done:

- Installed a flowmeter on the Influent (post SBR) going into the sand filters
- The flow signal is tied to chem feed pumps feeding the alum.

The flow meter addition allowed for the alum feed to be flow paced.

Engineering Report Outline

9. The report needs to be stamped/signed by a Professional Engineer.

Response: A stamped/signed cover sheet is included with this letter. A certification was included in the PER as an attachment.

10. The Smart Growth Assessment needs to be signed.

Response: A signed Smart Growth Assessment is included with this letter.

11. Consider adding page numbers to the attachments.

Response: There are fly sheets which separate the individual attachments

12. Ensure that items required in the "Site Information" section of the Engineering Report Outline are discussed or provided in the report.

Response: Site information is referenced in the Project Background and History section of the report (page 4)

13. On page 30 of the Engineering Report, an Action Alternative and Recommended Alternative are discussed. Revise the report to meet the requirements of the Alternative Analysis Section of the Engineering Report Outline.

Response: Engineering report outline identifies multiple alternatives which are to be considered. Below is summary addressing these.

- No-action
Included in existing report on page 30
- Green infrastructure in combination with gray infrastructure or individually (required for projects involving stormwater, including stormwater inflow into sewer systems)
This project will address wastewater only, there is no storm water component planned.

- Repair or replacement versus new construction
The existing facility was constructed in 2001. It has not been in service beyond its useful life and influent flows remain within the treatment and permitted capacity of the facility. New construction is not a viable alternative.
- Regional consolidation opportunities
There is not another existing wastewater treatment plant within approximately 10 miles of the Delanson WWTP. Consolidating with an existing system would require force mains to be constructed, the cost of a ten mile forcemain would be approximately \$10,000,000. Resulting debt service would be approximately \$1,000 per year for the 574 EDU's. This is without any cost for treatment or operations, and is not a feasible value to charge residents.
- Centralized versus decentralized (required for new systems), or a combination thereof (small cluster or individual systems)
Repair of the existing WWTP allows for the continued use of centralized waste treatment to serve the Village of Delanson and Hamlet of Duanesburg. Centralized treatment was required for these areas due to the close proximity of properties/homes and the unsuitable soils in the area (clay and rock which are not conducive to onsite treatment).
- Any alternatives considered technically infeasible should be identified as such and the rationale briefly discussed.
The cost to pump to another system makes consolidation an infeasible option. Neighboring WWTP's in Mariaville and Central Bridge, both approximately 10 miles from Delanson, are permitted for 100,000 and 60,000 gpd respectively. Neither would be able to handle increased flows from the Delanson WWTP without expansive upgrades and permit modifications.

14. Ensure that the existing capacity, age, conveyance, treatment, storage, and/or disposal capabilities are written for each unit process as requested by the Engineering Report Outline.
Response: The existing Delanson WWTP was constructed in 2000 to provide sanitary sewer service generally to the Village of Delanson. The existing facility provides treatment by way of sequencing batch reactors followed by sand filters and UV disinfection prior to discharge. The facility is designed and permitted to treat 100,000 gallons per day of flow. Average flow rates typically are in the range of 50,000 gallons per day. In 2018 the facility began accepting flow from the Town's new Sewer District #3, estimated to contribute 15,000 – 20,000 gallons per day once all residents are connected. The existing facility will remain in operation with same processes in place.

New facilities that will be added are fine screening and equalization tankage to address trends in wastewater flows at Delanson. These trends are notably collection of rags and wipes to at the influent to protect downstream equipment. Rags/wipes in wastewater have become an industry wide problem over the last decade. Equalization tankage will allow for the SBR's to be operated in batch mode with one basin out of service.

Replacement of the existing single train UV disinfection system will take place under the new project. Additionally electrical and control upgrades will be completed to provide better efficiency and operator flexibility.

15. Please discuss Short-Lived Assets (see Appendix B of the Engineering Report Outline).
Response: Short lived assets such as chemical feed pumps, bulbs for the UV disinfection are periodically purchased and replaced by the Town staff. Additionally SCADA system components such as controllers, analyzers, transducers etc. also require servicing and repair or replacement on a rotating basis.

16. In the Industrial Discharges or Hauled Waste Section (pg. 5) of the Engineering Report only industrial discharges are addressed. Is there any hauled waste (septage) being accepted?

Response: No septage is accepted at the Delanson WWTP. They do take in leachate from a Town owned & decommissioned landfill. This is identified in the SPDES permit for the facility. No other industrial wastes are accepted or known to be discharged into the collection system.

17. There is no plan for I&I discussed in the Inflow and Infiltration Evaluation Section (pg. 23) of the Engineering Report. The schedule of compliance in the Order on Consent (attached at the end of the report) indicates that a program for controlling I&I must be suggested. This would be a reasonable place to also discuss green infrastructure alternatives, as required in the Alternatives Analysis section in the Engineering Report Outline. Additionally, if a green infrastructure project is NOT a part of the recommended alternative, a justification and cost analysis must be provided according to the Engineering Report Outline.

Response: The Town has purchased a camera for conducting televised inspections of the collection systems in their three sewer districts, including Delanson (#1) and Duanesburg (#3), whose flow is treated at the Delanson WWTP. Town personnel conduct ongoing inspections of the collection systems to identify potential I&I sources, particularly in the spring when groundwater levels tend to be high. Monitoring of the collection systems, with inspection and as needed repairs is an ongoing task. Town staff is currently conducting this work in spring 2019 and will continue.

For this upgrade variable frequency drives will be installed on new equipment/motors, additionally existing blowers which have motor starters currently will have them replaced with VFD's to provide better efficiency and reduction in energy usage. New equipment will utilize high efficiency motors.

Design Standards

18. Provide floodplain maps for the wastewater treatment plant facility. Upgrades to existing facilities are required to discuss the facilities location with respect to the recently updated TR-16 (Section 1.2.12 (a)) flood protection guidelines and incorporate any flood protection measures that are economically feasible or practicable.

Response: A map of the floodplain is included with this letter. The existing facility is not within a floodplain.

19. Discuss the emergency power provisions at the facility and their current condition, as detailed in Section 1.2.13.14 of TR-16. Will the current emergency power system be large enough to supply power with the proposed upgrades?

Response: Yes, the upgrades will add minimal power loads. Additionally, variable frequency drives will be installed to ramp equipment (pumps, blowers, etc.) up and down per need. This should actually lower overall electric needs.

20. In the Population Trends and Growth (pg. 5) and Impact to Users Rate (pg. 30) Sections within the Engineering Report a period of 30 years is used for projections. TR-16 recommends a design life of 20 years in section 1.2.10.3. What is the design life?

Response: The design life for the improvements is 30 years.

21. The Design Flows and Waste Loads, and Existing Flows and Waste Loads Section (pg. 7) in the Engineering Report states that Metcalf & Eddy was used in conjunction with testing results to determine the strength of the wastewater. However, Section 4.3.3.1 of TR-16 says that wastewater strength, when testing is not available, should be based on an average daily contribution of 0.2 pounds of suspended solids and 0.17 pounds of carbonaceous BOD per capita. TN = 0.04 and TP = 0.006 lbs per capita per day.

Response:

If the TR-16 values were used with population present (pop. 749, page 5) or projected population (pop. 867, page 5) this would lead to values tending to High Strength untreated domestic wastewater.

Delanson WWTP Long Term Improvements					
			Current ADF	51,500 gpd	
			Population figured at:	749	
				lbs per day	Conc., mg/l
Lbs of	TSS	per capita	0.2	149.8	348.8
Lbs of	CBOD	per capita	0.17	127.3	296.5
Lbs of	TN	per capita	0.04	30.0	69.8
Lbs of	TP	per capita	0.006	4.5	10.5

Per Metcalf and Eddy, 5th edition, page 221 the Typical Composition for untreated domestic wastewater are:

Constituent	Low strength, mg/l	Med. Strength, mg/l	High Strength, mg/l
TSS	130	195	389
BOD	133	200	400
TN	23	35	69
TP	3.7	5.6	11.0

We propose utilizing values for Medium strength Domestic untreated wastewater.

22. Will the fine screens proposed in the Influent Screening Section (pg. 24) of the Engineering Report meet the requirements of Ten States Standards 61.2? Discuss how they will meet these Standards in the report.
 Response: The response given in the Delaware Engineering report states, "The existing 1" coarse screens do not sufficiently remove the rags and floatables entering the SBR system. This is resulting in rags and debris accumulating in the SBR basins. Current regulatory standards reflect this and require fine screens with a maximum clear space of 1/4" be provided for a SBR process." The source of this was, TR-16, 6-31, 6.3.7.2.

Fine Screens, as defined by 10 States Standards, 61.2, are screens with openings of approximately 1/16 inch. 1/4" screens are then not fine screens they are on the lower end of Coarse Screens by this standard.

Manufacturer representative recommends 1/2" screen, 1/4" screen smallest.

Smaller screens typically required washer / compactors. If this / these are not included then fecal material, etc will be retained in the screenings. The screen trash will have strong odors and be retaining BOD that the plant could break down.

For initial sizing we will follow TR-16 recommendations for 1/4" screen. As design progresses the influent flow characteristics will be evaluated and a final screen size will be chosen and presented for review by the Department.

23. Ten States Standards Section 92.7(b) recommends that more than two Sequencing Batch Reactor tanks be provided. What Standards, referenced in the Biological Treatment Process Section (pg. 12) of the Engineering Report, is the recommendation to install an EQ tank based on?
 Response: The standard being referenced is NYS Design Standards for Intermediate Sized Wastewater Treatment Systems (3/5/2014), page F-25, F.6 Sequencing Batch Reactor.

24. Ten States Standards Section 92.7(c) details the recommended decantable volume and capacity of the Sequencing Batch Reactors with the largest basin out of service. The Engineering Report does not address this in the Recommended Alternative Section (pg. 30). What is the decantable volume and capacity of the Sequencing Batch Reactors with the largest basin out of service?

Response: The existing WWTP has two SBR basins with equal sizes, each with a decantable volume of 15,600 gallons. The new equalization tank is preliminarily sized for 25% of the average daily flow, or 25,000 gallons.

25. There appears to be a typographical error in the units for the UV dosage listed on Page 20. Section 8.3.4.1 of TR-16 suggests typical UV doses 3 orders of magnitude larger.

Response: Correct, the report identifies a dosage of 30, it should be 30,000 mJ/cm².

26. The UV Disinfection Section (pg. 31) of the Engineering Report states that the UV system will be self-cleaning. Will the UV system have both a mechanical and chemical component for cleaning, as recommended in Section 8.3.4.2.3 of TR-16?

Response: Preliminary design does plan for the new UV system to accommodate mechanical and chemical cleaning.

27. Neither UV Disinfection Sections (pg. 20 & 31) in the Engineering Report indicate how the UV system will be housed, as recommended in Section 8.3.4.3 of TR-16. How will the new UV system be housed?

Response: A stainless steel fabricated housing is proposed for the new UV system, a cut sheet of a sample manufacturer's equipment is included for reference.

Any further questions or comments please contact me at wbrown@delawareengineering.com or by phone at 607-432-8073.

Sincerely,
Delaware Engineering, D.P.C.


Bill Brown P.E.

Attachments:

Cover Sheet for PER — stamped and signed
Smart Growth Assessment — signed
Floodplain Map

Cc: File
Town of Duaneburg

TOWN OF DUANESBURG

SCHENECTADY COUNTY, NEW YORK

DELANSON WWTP LONG-TERM IMPROVEMENTS

PRELIMINARY ENGINEERING REPORT

Prepared By:

 **DELAWARE ENGINEERING, D.P.C.**
8-12 DIETZ STREET, SUITE 303
ONEONTA, NEW YORK 13820

October 6, 2017

Revised April 4, 2018



Environmental
Facilities Corporation

Smart Growth Assessment Form New York State Revolving Funds (CWSRF & DWSRF)

This form should be completed by the applicant's project engineer or other design professional.¹ Please refer to EFC's "Smart Growth Guidance".²

Applicant Information

SRF Applicant: Town of Duanesburg, NY

SRF No.: 5469-06

Project Name: Delanson WWTP

Is project construction complete? ☐ Yes, date: _____ ☒ No

Project Summary: (provide a short project summary in plain language including the location of the area the project serves)

The Town of Duanesburg, NY seeks to make needed upgrades at its Delanson wastewater treatment plant

Section 1- Screening Questions

1. Prior Approvals

1A. Has the project been previously approved for SRF financing?

Yes ☐ No ☒

1B. If so, what was the SRF project number(s) for the prior approval(s)?

SRF No.: _____

Is the scope of the project substantially the same as that which was approved?

Yes ☐ No ☐

IF THE PROJECT WAS PREVIOUSLY APPROVED BY EFC'S BOARD AND THE SCOPE OF THE PROJECT HAS NOT MATERIALLY CHANGED, THE PROJECT IS NOT SUBJECT TO SMART GROWTH REVIEW. SKIP TO SIGNATURE BLOCK.

2. New or Expanded Infrastructure

2A. Does the project add new wastewater collection/new water mains or a new wastewater treatment system/water treatment plant?

Yes ☐ No ☒

Note: A new infrastructure project adds wastewater collection/water mains or a wastewater treatment/water treatment plant where none existed previously

2B. Will the project result in either:

Yes ☐ No ☒

An increase of the State Pollution Discharge Elimination System (SPDES) permitted flow capacity for an existing treatment system;

OR

An increase such that a NYSDEC water withdrawal permit will need to be obtained or modified, or result in the NYSDOH approving an increase in the capacity of the water treatment plant?

Note: An expanded infrastructure project results in an increase of the SPDES permitted flow capacity for the wastewater treatment system, or an increase of the permitted water withdrawal or the permitted flow capacity for the water treatment system.

¹ If project construction is complete and the project was not previously financed through the SRF, an authorized municipal representative may complete and sign this assessment.

² Available at the [Smart Growth Website](#)

IF THE ANSWER IS "NO" TO BOTH "2A" AND "2B" ON THE PREVIOUS PAGE, THE PROJECT IS NOT SUBJECT TO FURTHER SMART GROWTH REVIEW. SKIP TO SIGNATURE BLOCK.

3. Court or Administrative Consent Orders

3A. Is the project expressly required by a court or administrative consent order?

Yes ☐

No ☐

3B. If so, have you previously submitted the order to NYS EFC or DOH?
If not, please attach.

Yes ☐

No ☐

Section 2- Additional Information Needed for Relevant Smart Growth Criteria

EFC has determined that the following smart growth criteria are relevant for SRF projects and that projects must meet each of these criteria to the extent practicable:

1. Uses or Improves Existing Infrastructure

1A. Does the project use or improve existing infrastructure?

Yes ☐

No ☐

Please Describe:

2. Serves a Municipal Center

Projects must serve an area in either 2A, 2B or 2C to the extent practicable.

2A. Does the project serve an area limited to one or more of the following municipal centers?

- | | | |
|---|------------------------------|-----------------------------|
| i. A city or incorporated village | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| ii. A central business district | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| iii. A main street | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| iv. A downtown area | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| v. A Brownfield Opportunity Area
(for more information, go to the Department of State Website & search "Brownfield") | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| vi. A downtown area of a Local Waterfront Revitalization Program Area
(for more information, go to the Department of State Website & search "Waterfront Revitalization") | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| vii. An area of transit-oriented development | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| viii. An Environmental Justice Area
(for more information, go to DEC'S Page of County Environmental Justice Area Maps) | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| ix. A Hardship/Poverty Area | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Please Describe All Selections:

2B. If the project serves an area located outside of a municipal center, does it serve an area located adjacent to a municipal center which has clearly defined borders, designated for concentrated development in a municipal or regional comprehensive plan and exhibit strong land use, transportation, infrastructure and economic connections to an existing municipal center?

Yes ☐ No ☐

Please Describe:

2C. If the project is not located in a municipal center as defined above, is the area designated by a comprehensive plan and identified in zoning ordinance as a future municipal center?

Yes ☐ No ☐

Please describe and reference applicable plans:

3. Resiliency Criteria

3A. Was there consideration of future physical climate risk due to sea-level rise, storm surge, and/or flooding during the planning of this project?

Yes ☐ No ☐

Please Describe:

Signature Block: By entering your name in the box below, you agree that you are authorized to act on behalf of the applicant and that the information contained in this Smart Growth Assessment is true, correct and complete to the best of your knowledge and belief.

Applicant Name: Town of Duanesburg

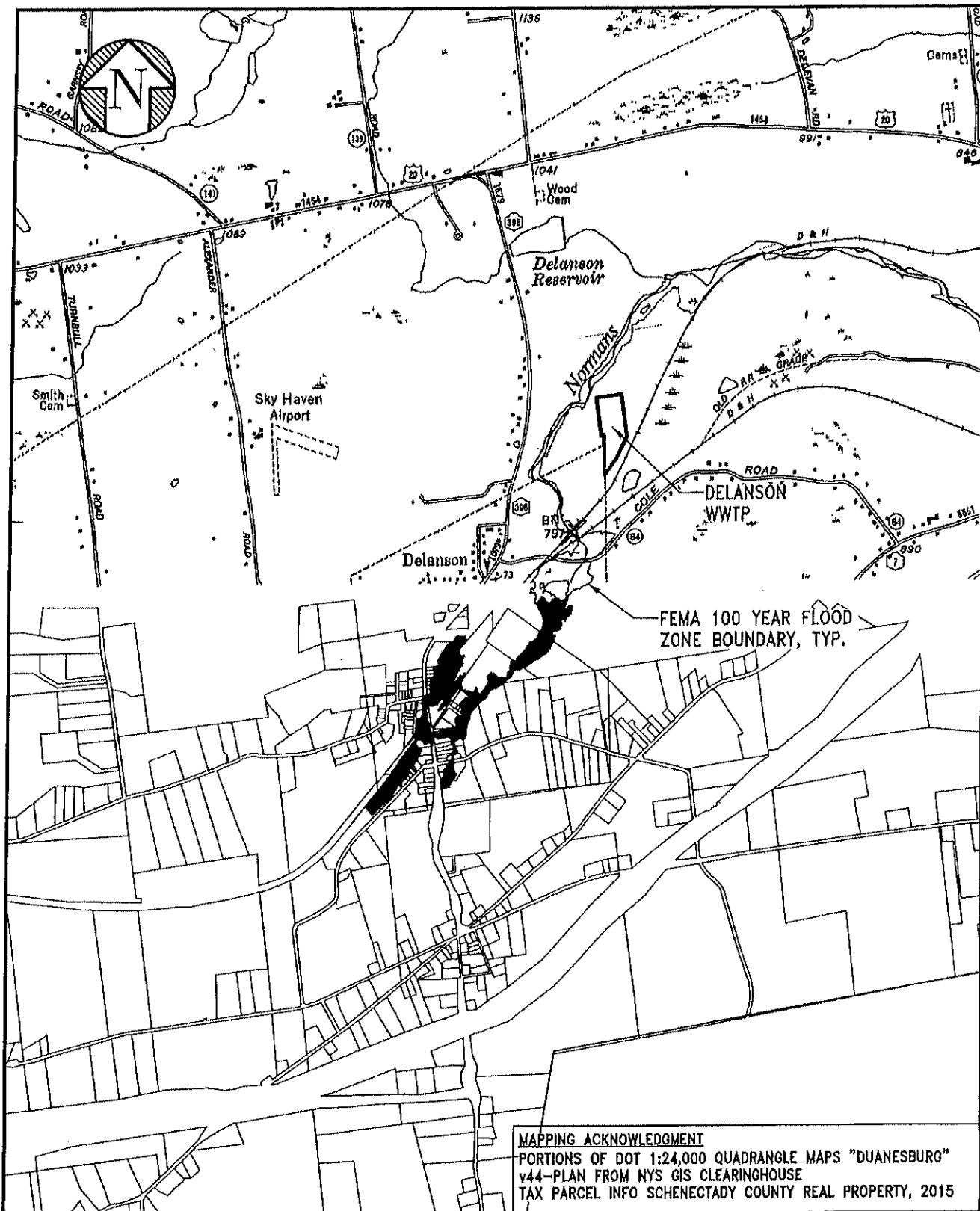
Phone Number: (518) 895-8920

Name & Title of Project Engineer or Design Professional or Authorized Municipal Representative:

Bill Brown, P.E. - Delaware Engineering D.P.C.

Signature: 

Date: 4/8/2017



MAPPING ACKNOWLEDGMENT

PORTIONS OF DOT 1:24,000 QUADRANGLE MAPS "DUANESBURG"
v44-PLAN FROM NYS GIS CLEARINGHOUSE
TAX PARCEL INFO SCHENECTADY COUNTY REAL PROPERTY, 2015

SHEET NO:

EX

VILLAGE OF DELANSON WWTP
WWTP SITE LOCATION
TOWN OF DUANESBURG
SCHENECTADY COUNTY, NY

DATE: 2/28/19
DRAWN BY: MO
SCALE: 1"=2,000'
REVIEWED BY: VLB
PROJECT NO.: DELANSON
FILE: P:\GIS\DATA\SCHEN

DELAWARE ENGINEERING, D.P.C.



DELAWARE ENGINEERING, D.P.C.
13 SOUTH MAPLE STREET, ORISKANY, NY 13426 - 517.412.8073
ALBANY
20 WASHINGTON AVENUE EXTENSION, ALBANY, NY 12203 - 518.451.1290
WALTON
6 TOMPKINS STREET, WALTON, NY 13856 - 607.855.9254
LIBERTY
31 N. MAIN STREET, LIBERTY, NY 12544 - 518.747.4912
RED HOOK
16 EAST MARKET STREET, RED HOOK, NY 12571 - 518.492.1280

Delanson Long Term Improvements Engineering Utilization Plan

**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 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.

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

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality: Town of Duanesburg		County: Schenectady County	
Project No.: 5469-06-00	GIGP/EPG No.: N/A	Contract ID:	Registration No. (NYC only):
Minority Business Officer: Roger Tidball		Email: rtidball@duanesburg.net	Phone #: (518) 895-8920
Address of MBO: 5853 Western Turnpike, Duanesburg, New York 12056			
Electronic Signature of MBO: Roger Tidball			
<input checked="" type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. <i>Complete if applicable:</i>			
Authorized Representative: Kelly Ryan		Title: Office Coordinator	
Authorized Rep. Company: Delaware Engineering, D.P.C.		Email: kryan@delawareengineering.com	Phone #: 518-452-1290
Electronic Signature of Authorized Rep.: Kelly Ryan		Date: 3/19/2019	
<input checked="" 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: Delaware Engineering, D.P.C.		Contract Type: <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" 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: 28 Madison Avenue Extension, Albany, NY 12203		Phone #: 518-452-1290	Fed. Employer ID #: 16-1370126
Description of Work: Engineering Consulting Services			
Award Date: 2/2019	Start Date: 2/2019	Completion Date: 12/2021	
Total Contract Amount: \$ 250,000			
MWBE Eligible Contract Amount: \$ TOTAL CONTRACT			
(MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)			
		MWBE GOAL Total	PROPOSED MWBE Participation
		MBE: 11.5% \$ 28,750.00	MBE: 0% \$ 0.00
		WBE: 11.5% \$ 28,750.00	WBE: 23.06% \$ 57,646.50
		Total: 23% \$ 57,500.00	Total: 23.06% \$ 57,646.50

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

SECTION 3: MWBE SUBCONTRACTOR INFORMATION					
This Submittal is:		Revised Utilization Plan #:			
<input checked="" 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 (\$)		
Name: Ryan Biggs Clark Davis Engineering & Surveying, DPC					
Address: 257 Ushers Road, Clifton Park, NY 12065					
Phone #: (518) 406-5506					
Email: jdavis@ryanbiggs.com					
Start Date: TBD					
Completion Date: TBD					
Scope of Work: Structural Engineering					
Select Only One: <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Other:					
Select Only One: <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input checked="" type="checkbox"/> N/A					
Full Contract Amount: \$ 25,000.00					
Name: Whitman Engineering					
Address: 2600 South Road, #44-260, Poughkeepsie, NY 12601					
Phone #: (845) 471-6036					
Email: kate@wemep.com					
Start Date: TBD					
Completion Date: TBD					
Scope of Work: Electrical Engineering					
Select Only One: <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Other:					
Select Only One: <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input checked="" type="checkbox"/> N/A					
Full Contract Amount: \$11,000.00					
Name: Deroo Consulting					
Address: 13 McKinley Dr., Delmar, NY 12054					
Phone #: (616) 886-5678					
Email: derooconsulting@gmail.com					
Start Date: TBD					
Completion Date: TBD					
Scope of Work: Fiscal Services					
Select Only One: <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Other:					
Select Only One: <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input checked="" type="checkbox"/> N/A					
Full Contract Amount: \$10,000.00					
Name: CME Associates, Inc.					
Address: 403 East Taft Road, North Syracuse, NY 13212					
Phone #: (315) 668-0242					
Email: ecasatelli@cmeassociates.com					
Start Date: TBD					
Completion Date: TBD					
Scope of Work: Soil Borings					
Select Only One: <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Other:					
Select Only One: <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input checked="" type="checkbox"/> N/A					
Full Contract Amount: \$9,146.50					

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

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued				
Name: Synergetic Solutions, LLC	Fed. Employer ID#: 80-0945921			
Address: 190 Lake Shore Dr, Maryland, NY 12116	Phone #: (607) 286-7364			
Scope of Work: As-Built Drawings	Email: synergeticsolutions13@gmail.com			
Select Only One: <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date: TBD			
Select Only One: <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input checked="" type="checkbox"/> N/A	Completion Date: TBD			
Full Contract Amount: \$ 2,500.00				\$2,500.00
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	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"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	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"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	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"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
SIGNATURE				
Electronic Signature of Contractor: <input checked="" 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.				Date: 3/19/2019
Name (Please Type): Kelly Ryan				

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. 15-2019

May 23, 2019

WHEREAS, the Schenectady County Legislature has determined to provide support for broadband expansion to unserved and underserved areas of the Town of Duanesburg; and

WHEREAS, the high cost of installation of cabling in certain rural areas of the Town has left residents without access to broadband services; and

WHEREAS, the Schenectady County Legislature has determined to provide the Town of Duanesburg with funds not to exceed \$100,000 to make the necessary infrastructure improvements for the installation of cabling (the "Funds"); and

WHEREAS, the Town of Duanesburg and the County of Schenectady desire to cooperate and collaborate with implementation of the Town's expansion of broadband services through a Public Services Benefit Agreement; and

WHEREAS, the Town finds that providing broadband in rural unserved or underserved areas is a proper public purpose because:

- i. access to internet services provides greater ability for the Town and County to communicate with residents via public notices and services; and
- ii. access to internet services provides a proper public health and safety purpose for weather alerts, emergency management and disaster preparedness, information on medical and personal safety; and
- iii. access to internet services provides business, education, and vocational training opportunities for rural residents otherwise not available;

WHEREAS, entering, and implementing the work under, the Public Benefit Services Agreement is subject to the State Environmental Quality Review Act ("SEQRA") and is classified as an Unlisted action; and

WHEREAS, the Town Board has opted to conduct an uncoordinated review of this Unlisted action; and

WHEREAS, after reviewing and completing Parts 1 and 2 of the Short Environmental Assessment Form ("SEAF"), reviewing the criteria for determining significance set forth in the SEQRA regulations, and analyzing the areas of environmental concern, the Town Board has determined that the proposed action will not create any significant adverse environmental impacts.

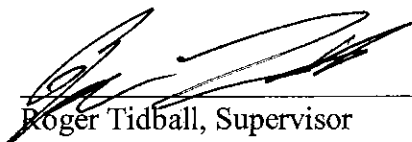
NOW, THEREFORE, BE IT RESOLVED, based on the information contained in the SEAF and as set forth in the attached SEQRA negative declaration, dated May 23, 2019, the Town Board hereby finds and determines that the proposed action will not have a significant adverse environmental impact within the meaning of SEQRA and adopts the attached Negative Declaration; and

BE IT FURTHER RESOLVED, the Town Board directs the Town Clerk to file the attached Negative Declaration as required under the SEQRA regulations; and

BE IT FURTHER RESOLVED, that the Town Board approves and authorizes the Town Supervisor to execute the Public Benefit Services Agreement; and

BE IT FURTHER RESOLVED, that the Town shall take all actions reasonable and necessary to establish a separate financial account for the Funds to be deposited to and expended from for the purposes set forth in the Public Benefit Services Agreement.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of May 23, 2019.



Roger Tidball, Supervisor



Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

Roger Tidball	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
John Ganther	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Rick Potter	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Jeff Senecal	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Charles Leoni	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain

Town of Duanesburg Town Board
State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Date: May 23, 2019

This notice is issued pursuant to the State Environmental Quality Review Act, Article 8 of the NYS Environmental Conservation Law and its implementing regulations at Title 6, Part 617 of the New York State Code of Rules and Regulations (collectively referred to as "SEQRA").

The Town of Duanesburg Town Board has determined that the proposed action described below will not have a significant adverse environmental impact and a draft Environmental Impact Statement will not be prepared.

Name of Action: County Public Benefit Services Agreement for Broadband Expansion

SEQR Status: Unlisted Action

Description of Action:

The Town of Duanesburg (the "Town") is considering entering a Public Benefit Services Agreement with Schenectady County to receive a grant of \$100,000 awarded to the Town of Duanesburg from the County for the purpose of expanding broadband services to unserved or under-served areas within the Town.

Location: Town of Duanesburg, New York

Reasons Supporting This Determination:

The Town Board has carefully considered whether the Project would create a potentially significant adverse impact on the environment. The Town Board has given due consideration to the subject action as defined in 6 NYCRR 617.2(b)(1) and 617.3(g). The Town Board has completed Parts 1, 2 and 3 of the short Environmental Assessment Form, and has concluded that environmental effects of the proposed action will not exceed any of the criteria for determining significance found in 6 NYCRR 617.7(c).

The proposed action may involve the installation of underground cable in public rights of way by the Town Highway Department or a contractor. Any such installation would be undertaken with appropriate soil and erosion control and would be a temporary impact with existing vegetation rapidly growing back over the installed cable. The proposed action may also involve installation of cable on existing poles which would be a Type II action. Due to the minor and temporary scope of the potential work installing cables underground or on poles, other impacts and disturbances, if any, are anticipated to be minor and temporary.

For the foregoing reasons, a SEQRA Negative Declaration is appropriate and an environmental impact statement will not be prepared.

For Further Information:

Contact Person:	Roger Tidball, Town Supervisor Town of Duanesburg Town Board
Address:	5853 Western Turnpike Duanesburg, New York 12056
Telephone:	518-895-8920

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: County Public Benefit Services Agreement for Broadband Expansion			
Project Location (describe, and attach a location map): Town of Duanesburg			
Brief Description of Proposed Action: The proposed action involves entering an agreement with Schenectady County to accept funds from the County awarded to the Town of Duanesburg for the purpose of expanding broadband services to unserved and under-served areas within the Town. The proposed action may involve the installation of underground cable in public rights of way by the Town Highway Department or a contractor. Any such installation would be undertaken with appropriate soil and erosion control, and would be a temporary impact with existing vegetation rapidly growing back over the installed cable. The proposed action may also involve installation of cable on existing poles, which would be a Type II action. Due to the minor and temporary scope of the potential work installing cables underground or on poles, any other impacts and disturbances are anticipated to be minor and temporary.			
Name of Applicant or Sponsor: Town of Duanesburg Town Board		Telephone: 518-895-8920 E-Mail: rtdball@duanesburg.net	
Address: 5853 Western Turnpike			
City/PO: Duanesburg		State: New York	Zip Code: 12056
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval; Schenectady County has awarded the Town \$100,000 to fund the project.		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		N/A acres N/A acres N/A acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/> <input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? N/A If Yes, identify: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? N/A c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action? N/A	NO <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: N/A	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: N/A	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: N/A	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? N/A b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? N/A If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: N/A	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban N/A		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? N/A	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan? N/A	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? N/A If Yes,	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties? N/A	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: N/A	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? N/A If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? N/A If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Roger Tidball</u> Date: <u>5/23/2019</u> Signature: _____ Title: <u>Town Supervisor</u>		

Project:

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

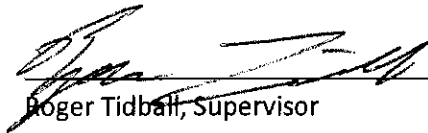
	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

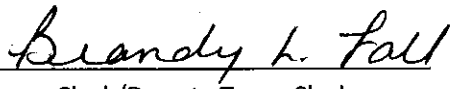
Town of Duanesburg Town Board

Resolution No. 77 – 2019

Be it resolved that the Town Board hereby appoints Michael McGuire as temporary part-time assessor for the Town of Duanesburg.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on May 23, 2019.


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Present: Supervisor Tidball, Council Member Ganther, Council Member Potter, Council Member Leoni, Council Member Senecal

Absent:

Town Board Members:

Roger Tidball	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
John Ganther	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Rick Potter	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Charles Leoni	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Jeff Senecal	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
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TOWN OF DUANESBURG, NY TOWN BOARD MEETING April 9, 2019

1. Sewer District #3

- General contractor has requested moving forward with closing out their contract
 - Extended warranty letter and maintenance bond provided
 - Currently holding \$22,231 in retainage, and have pending invoice with value of \$16,324 for adder O&M work. Total final cost \$38,556
- Utilization plan and waiver request for engineering agreement approved by NYSEFC per email received from their MWBE division (attached), letter from Engineering division approving project costs as eligible under project financing to be issued
- Draft draw request prepared to submit to EFC for remaining construction funds and reimbursement of engineering related costs (attached)

2. Sewer District #2

- 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
- DEC forwarded documentation on the grant to Town to initiate the processing. Draft budget and workplan prepared, based on the initial application, and able to be uploaded to grants gateway website (attached)
- Town will need to decide on plan of finance for the project (local ban or potential for EFC). Will need to review options with Town Bond Counsel

3. Sewer District #1

- Long term improvements required by NYSDEC Consent Order to be implemented by 12/2021
 - Project includes equalization tank, screen for rags/wipes, 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
- EFC issued comments to engineering report, response issued (copy attached). Additional information submitted to NYSEFC to move forward with the project financing
- Engineering Agreement approved by Town Board. MWBE Utilization plan prepared and submitted to NYSEFC for review (attached). Plan in place to fully meet the 23% MWBE goal

4. Attachments

- Email from NYSEFC that SD3 waiver was approved
- EFC Draw request Package with Vacri Pay App
- Mariaville WWTP Work Plan and Budget for WQIP Grant
- Delanson Long Term Improvements Engineering Report Response Letter to NYSEFC
- Delanson Long Term Improvements Engineering Utilization Plan

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