

# Town of Westport, New York

## Request for Engineering Services Proposal:

### Sewer District Upgrades

**PROJECT NUMBER: P-1010-2019**

**DATE ISSUED: January 28<sup>th</sup>, 2020**

**UPDATED: TBA**

#### **Program Requirements:**

- NYS Environmental Facilities Corporation (EFC) NYS Clean Water State Revolving Fund and Drinking Water State Revolving Fund
- <https://www.efc.ny.gov/bid-packets>
- <https://nysefc.app.box.com/s/egasr7ez6hzjq53ryk5842jd1b6cwmf>

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# REQUEST FOR PROPOSALS – ENGINEERING SERVICES

NOTICE IS HEREBY GIVEN, that the Undersigned, on behalf of the Town of Moriah, will accept proposals **until 2:00 P.M. on March 3<sup>rd</sup> 2020** for **Municipal Civil Engineering Services** for the **Town of Westport Sewer District Upgrades** project.

PLEASE TAKE FURTHER NOTICE that the Town affirmatively states that in regard to any contract entered into pursuant to this notice, without regard to race, color, sex, religion, age, national origin, disability, sexual preference or veteran status, disadvantaged and minority or women-owned business enterprises will be afforded equal opportunity to submit bids in response hereto.

**Disadvantaged and Minority/Women-Owned Business Enterprises (M/WBE) businesses, Service-Disabled Veteran Owned Businesses (SDVOB) and Section 3 businesses are strongly encouraged to participate in this project.** The Town is an equal opportunity employer.

In addition to the proposal, Respondents shall submit executed non-collusion certificates signed by the proposer or one of its officers as required by the General Municipal Law Sec. 103d. The Respondents shall also submit an executed certificate of compliance with the Iran Divestment Act signed by the proposer or one of its officers as required by the General Municipal Law Sec. 103g. The Town reserves the right to accept any and all proposal(s), reject any and all proposals not considered to be in the best interest of the Town, and to waive any technical or formal defect in the proposals which is considered by the Town to be merely irregular, immaterial, or unsubstantial.

Please contact the Essex County Planning Office (518) 873-3426 or **[CommunityResources@essexcountyny.gov](mailto:CommunityResources@essexcountyny.gov)** for additional information concerning the Proposals. Specifications may be obtained at the **NYS Contract Reporter account:**

**“Essex County Department of Community Development & Planning”**

**RFP Title: “Westport Sewer Engineering Services”**

Specifications may also be obtained at the **Essex County Bids/RFPs website:**  
**<https://www.co.essex.ny.us/bidders/publicbids.aspx>**

All proposals submitted in response to this notice shall be marked "**WESTPORT SEWER ENGINEERING SERVICES PROPOSAL**" clearly on email traffic and/or the outside of the envelope containing your electronic/digital response files.

**Published: January 28th, 2019**

*Essex County Office of Community Resources  
Elizabethtown, New York 12932  
CommunityResources@essexcountyny.gov  
(518) 873-3426*

# INTRODUCTION

## A. Overview

This Request for Proposals (“RFP”) is being issued by the TOWN OF WESTPORT (“the Town”) for ENGINEERING SERVICES for a municipal project. The project will be funded by New York State Environmental Facilities Corporation (NYS EFC), and all aspects must be compliant to their requirements, which are included herein as **Appendix A**.

Companies with demonstrated experience in *Municipal Civil Engineering Projects* and public funding agency administration interested in making their services available to the Town are invited to respond to this RFP. “Respondents” means the companies or individuals that submit proposals in response to this RFP. It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, is licensed to provide such services in New York State. The Respondent shall be financially solvent and each of its members if a joint venture, its employees, agents or sub-consultants of any tier shall be competent to perform the services required under this RFP document.

The Town is seeking to encourage participation by respondents who are DBE/MBE/WBE, Section 3 and/or Service –Disabled Veterans’ business enterprises. For the purposes of the project, the Town is requiring a *documented* DBE/MBE/WBE & Section 3 participation compliance & good faith effort per the Program requirements listed in **Appendix A** by providing evidence of direct solicitation to these required DBEs after contract award, but before given Notice to Proceed.

Nothing in this RFP shall be construed to create any legal obligation on the part of the Town or any respondents. The Town reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall the Town be liable to respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No respondent shall be entitled to repayment from the Town for any costs, expenses or fees related to this RFP. All supporting documentation submitted in response to this RFP will become the property of the Town. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known.

## B. Time of Response

Respondents will have approximately four (4) weeks to provide a response to this RFP. The Town and resources from Essex County will review the proposals and respond within two (2) to four (4) weeks of RFP closure, after Town Board Meetings are held

- |                                |  |
|--------------------------------|--|
| 1. RFP Posted:                 | <b>Friday, January 10th, 2019</b>                          |
| 2. Statements Due:             | <b>Friday, February 21st, by 2:00 pm.</b>                  |
| 3. Town Board Proposal Review: | <b>February 21st – March 11<sup>th</sup></b>               |
| 4. Contract Awarded estimated: | <b>March 12<sup>th</sup>, 2020 (Regular Board Meeting)</b> |

## C. Contract Negotiations

After review and interviews are complete, the Town will approve the successful Proposal via Board Resolution and then provide a Notice of Award to the Respondent

#### **D. Contract Execution**

Once the contract Terms and Conditions have been approved, the final contract cannot be executed until the **NYS EFC CWSRF and NYS DEC WQIP** program requirements are completed and provided as part of the contract documents, such as the EEO, M/WBE Plans, other required forms and plans, etc. Once these have been provided the Town Board will execute the final contracts with the Respondent

#### **E. Term of Contract**

Any contract awarded pursuant to this RFP solicitation shall be for a contract period of approximately **(24) months**. Actual construction schedule of the project may vary; for the purposes of this RFP the term of the engineering services agreement will be limited to the deadline to have construction plans and specifications and any necessary permitting approved by NYS DEC, NYS EFC and any other necessary agencies **by November 1<sup>st</sup>, 2021**.

#### **F. Funding Agency Requirements**

Award recipients must follow the guidance provided in **Appendix A**. All Respondents must demonstrate capability to adhere to the following Funding Agencies' requirements:

- Davis Bacon Related Acts (DBRA) Compliance
- Disadvantaged Business Enterprises (DBE) & Minority Women Business Enterprise (MWBE) Compliance
- Equal Employment Opportunity (EEO) & Sexual Harassment Prevention Compliance
- Anti-Lobbying Policy
- Others as required per Appendix A.

Respondents are strongly encouraged to read these regulations prior to submitting their response to this RFP. Dates and schedules provided by the above funding agencies will be incorporated into project scope of work and schedule requirements.

## PROFESSIONAL SERVICE REQUIREMENTS

### A. Scope of Work

The Town of Westport owns and operates two (2) central sewage treatment facilities. One, located at 14 Marks Street, is adjacent to Hoisington Brook and serves Sewer District 1. The plant collects all the wastewater from the Hamlet of Westport (formerly the Village of Westport) and discharges the effluent into Lake Champlain. The Westport plant is currently authorized to discharge up to 0.18 million gallons per day (MGD) of treated effluent. This effluent discharge is in accordance with the conditions of the State Pollution Discharge Elimination System (SPDES) Permit 02-0222 issued by the New York State Department of Environment Conservation (NYSDEC).

The other sewage treatment facility, located at 834 NYS Route 22, receives raw sewage from the Hamlet of Wadham's collection system. The plant treats all the influent and discharges it into the Bouquet River. The Wadham's plant is authorized to discharge into the river in accordance with the SPDES Permit 021-7760 issued by the NYSDEC. The Wadham's collection system is known as Sewer District 2.

In 2019 the Town hired an engineer to prepare a report, which is included as Appendix B. Recommendations from this report include repair and replacement of many elements of the collection system within the Hamlet. The Town requires a professional engineer to conduct all necessary surveys and field work to produce plans & specifications for the collection system and pump stations upgrades. Engineer shall also produce an Inspection & Maintenance Plan as part of this scope of work.

The Town of Westport is in the process of securing supplemental funding through NYS EFC for these necessary upgrades to the Town sewer district. This RFP will determine the most qualified engineering firm to survey, design, prepare permitting and bidding documents, proceed with construction management and observation including following all State and Federal rules and regulations governing the CWSRF Program. Recipients will provide a Cost Proposal according to the Tasks listed below and also in in the "Deliverables Table" in Appendix K. For a detailed description of the services and deliverables in each Phase, see "Draft Form of Contract", Appendix L, Exhibit A "Requested Services".

**The Scope of Work must include the following tasks, at a minimum:**

- **General Requirements – (Tasks 1 -3)** The consultant shall participate in public meetings, pre-bid meetings, pre-construction and job meetings and distribution of meeting minutes to the Town and Essex County. Monthly progress meetings with the Town, County and the DEC are anticipated during the planning portion of this project. The consultant shall maintain and produce a project schedule in Gantt Format. The consultant shall work with the Essex County Office of Community Resources for permitting & funding compliance for this project; Essex County will develop all funding applications, funding compliance oversight, act as Minority Business Officer (MBO) and provide finance consultation with the Town with technical input from the consultant as required. The consultant will be responsible for any technical information required for project development and permitting purposes. The

consultant shall additionally coordinate with regulatory & funding program representatives as requested for review and approval of the bid package and any compliance measures.

- ~~**Map, Plan & Report – (Task 4, 5)**~~ The consultant shall conduct such field work they deem necessary to obtain the required information to create a Map, Plan & Report that complies with provision of NYS Article 12-A, Section 209-C for consolidating sewer districts 1 & 2. Field & survey work accomplished at this phase shall also be sufficient to properly design the sewer system upgrades. This work may include, but not be limited to surveying, geotechnical/hydrogeological studies, and evaluation of all system components. All data collected during this Task shall be a separate deliverable to the Town in a hard copy format (3 hard copies of full size plans) and digital format (.shp file, .pdf, etc.).
- **Preliminary Design – (Tasks 6, 7 & 19 - 21)** The consultant shall prepare provide recommendations for system design, prepare preliminary plans for the system upgrade, and develop a Basis of Design Report, in accordance with 10-State Standards and approved by the NYS Department of Health and/or Department of Environmental Conservation. Once the Basis of Design Report is approved by the Town and County, it will be submitted to the regulatory agencies for review and approval.
- **Final Design – (Tasks 8 & 9)** The consultant will provide a Basis of Design Report and Finalized Plans & Specifications for review by the Town and state regulatory/funding agencies. Upon approval by these agencies, the consultant shall prepare all construction documents for the purposes of Bidding.
- **Bidding Assistance – (Tasks 10 & 11)** The consultant shall provide bidding assistance for this project including advertisements, providing copies and plans and specifications to be distributed to contractors, attending a pre-bid meeting, issuing minutes for the pre-bid meeting, answering contractor questions, issuing addenda, as necessary, reviewing the bids, and making recommendations to the Town.
- **Construction Administration & Management – (Tasks 12 –17)** The consultant shall provide construction administration and management services including, but not limited to, the following:
  - Issuing a Notice to Proceed (NTP).
  - Reviewing and approving all Submittals, shop drawings and substitutions, as necessary.
  - Reviewing and making recommendations to the Town for any requested Change Orders
  - Reviewing and certify contractor invoices and making recommendations to the Town for payment.
  - Review and certify contractor Certified Payrolls.
  - Providing adequate construction observations services to ensure proper construction of the project (Please provide estimate construction period and number of hours. construction inspector will be on-site)
  - *Approximately one hundred fifty 150 days of Resident Project Representative (RPR) Services.*
  - Review of the final work and development of and punch list
  - Provide a letter of construction compliance at the end of the project.



- Provide NYS DEC compliant Operations and Maintenance Manuals for the project, as required for new or modified equipment and facilities.
- **Inspection & Maintenance Plan – (Task 21)** The consultant shall work with the Town to produce an I&M Plan to address the deliverable in the Town’s Order on Consent NYS DEC.

The consultant shall be responsible for coordinating all aspects of this project and addressing any questions or concerns of the NYS DOH, NYS DEC and any other regulatory agencies as required. Additionally, the consultant shall work to meet all DBE, MBE, WBE, SDVOB, and Section 3 participation requirements and goals, as required for funding compliance. Davis-Bacon prevailing wage rate documentation is required for this project, as determined by DOL, and must be included with the bidding documents.

## **B. Quality of Work**

All work shall follow recognized professional practices and standards and meet the specifications required by local, state and federal approval of the project’s plans and specification prior to advertising the project for construction bidding.

## **C. Records**

The design professional is to maintain all books, documents, papers, account records and other evidence pertaining to this work and to make such materials available at their respective offices at all reasonable times during the agreement and for a period up to seven **(7) years** from the date of final payment under the agreement. Throughout the project, the respondent will be required to coordinate with the Town and the Essex County Planning Office via regular project meetings and other electronic project management software.

**All reports, documents, information, presentations, finalized drawings, and other materials prepared by the award recipient in connection with this Agreement are deliverables to be provided to the Town as a result of the project.** Copies of all reports, designs, project documents, supporting information and any materials or equipment furnished to the award recipient by the Owner shall remain the property of the Owner and award recipient’s limited possession of the purpose of carrying out the Work, shall be returned to the Owner at the conclusion of the Agreement. **Nothing written in this paragraph, however, will be interpreted to forbid the award recipient from retaining intellectual properties and a single copy of the project construction documents for its files.**

## **D. Additional Requirements**

Professional services shall comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (EPA, OSHA, and DOT), state agencies (State OSHA, DNR, and DCH), and any other local regulations and standards (i.e. local ordinance and building codes) that may apply. **Further requirements are identified in the accompanying Appendix of this RFP.**

## **SUBMITTAL REQUIREMENTS**

### **A. Preliminary Requirements**

1. **\*Certificate of Authority** (Corporation) or Certificate of Existence (ex: Professional Limited Liability Company or “PLLC”) issued by the NY Secretary of State.
2. **\*Evidence of Insurance:** Commercial General Liability with limits not less than \$2,000,000; Workers Compensation and Employers Liability with limits not less than \$500,000; and, Automobile Liability with limits not less than \$1,000,000 per occurrence.
3. **\*References:** At least three (3) references of *related projects*, including date of project, contact person and phone number, and a brief description of the project.
4. **\*Conflict of Interest Statement & Supporting Documentation:** Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing the Town. In addition, all Respondents shall further disclose arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts.
5. **\*Non-Collusion Bidding Affidavit:** Provide completed, signed & notarized form back with Response.
6. **\*Iran Divestment Act Compliance Form:** Provide completed & signed form back with Response.
7. **\*NYS Sexual Harassment Policy & Training Certificate**

*\*RFP RESPONSE WILL BE CONSIDERED INCOMPLETE AND NOT SCORED IF THESE ITEMS ARE NOT PROVIDED\**

### **B. Letter of Interest**

Submit a Cover Letter of Interest signed by a duly authorized officer or representative of the Respondent, not to exceed two pages in length. The Letter of Interest must also include the following information:

- The principal place of business and the contact person, title, telephone/fax numbers and email address.
- A brief summary of the qualifications of the Respondent and team.
- Description of organization (i.e. Professional Corporation, or Professional Limited Liability Company).
- The names and business addresses of all Principals of the Respondent. For purposes of this RFP “Principals” shall mean persons possessing an ownership interest in the Respondent.
- If the Respondent is a partially owned or fully-owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization’s approval rights, if any, over the activities of the Respondent.

## C. Main Proposal

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the Respondents in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this project. It should also specify an approach that will meet the request for proposals requirements.

The proposal should address all the points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following items must be included; this represents the criteria against which the proposal will be evaluated.

1. **Qualifications Proposal:** Provide a synopsis of the years of experience and detailed qualifications in performing the range of municipal drinking water wells on various project types in compliance with applicable standards, including team's resumes. Respondents should provide narrative examples of a minimum of three (3) projects in detail that are similar in nature to projects described in the RFP (see "References"). References for similar projects and portfolio vignettes will be reviewed to evaluate the level of experience.
2. **Technical Proposal:**
  - a. **Project Management Plan:** Discuss approach to the project in terms of understanding of the established Scope and Deliverables execution, with regard to any constraints identified in this RFP, to include funding requirements. Provide a plan for engaging the Town's project team and regulatory agencies required. Provide the number of full-time and part-time employees, partnerships or subconsultants proposed and their value to the project.
  - b. **Schedule:** Capacity to complete the scope of work within the defined period of performance: March 2020 – December 2021. The successful Respondent will have a detailed project schedule & work plan to illustrate the ability complete the work with respect to constraints, either stated or assumed. The Schedule Proposal must include a Gantt chart to illustrate your proposed schedule.
  - c. **Funding Agency Experience:** Respondents should state whether they are an DBE/MBE/WBE or Section 3 business enterprise; if so, provide a copy of a current DBE/MBE/WBE certification letter. Respondents may also cite previous project experience in working with DBE firms, cite any existing partnerships with DBEs or cite the planned DBE partnerships relevant to addressing requirements of this project & RFP. If Respondents are planning to cite proposed DBE partnerships for this project (e.g., no existing contract vehicle), please provide contact information for reference checks with the appropriate point of contact for validation.
3. **Cost Proposal:**
  - a. Cost will not be the primary factor in the selection of firm. The proposed price will be graded based upon the following formula:
    - Average Bid / Your Price = X (whereby X cannot exceed 100%)
    - X \* 20 points = Points awarded based on cost

- b. This should include the lump sum/unit rates for different Tasks, per the table provided in Appendix K, “Deliverables Table”. Respondents should include a description of the costs and detail proposals for *cost savings* in their Proposal. Labor cost estimates will include payments of prevailing wage rates as determined by the NYS Department of Labor and Industries as applicable (such as Survey work for example).

## **SELECTION PROCESS**

The Selection Committee comprised of the Town and resources from Essex County staff will review qualifications in accordance with the evaluation criteria set forth herein. Proposals that are submitted timely and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. Proposals that take exception to any scopes of work and criteria established herein will be considered an incomplete proposal; incomplete proposals will receive a substantially low score. If proposals do not effectively meet the intended scope of this RFP, then those proposals may not be scored due to insufficient comparative scoring criteria. Any professional services contracts resulting from this RFP will not necessarily be awarded to the Respondent with the lowest price. Instead, professional services shall be awarded to vendor whose proposal received the most points in accordance with criteria set forth in RFP.

## **EVALUATION CRITERIA AND SCORING**

In evaluating responses to this Request for Proposal, the Town will take into consideration the experience, capacity, and costs that are being proposed by the Respondent. The following Evaluation Criteria will be considered in reviewing submittals:

The point system is to evaluate the experience and capacity of the Respondent. Maximum is 100 Points:

- Respondents will be awarded up to 10 Points for Completeness of Response.
  
- Respondents will be awarded up to 35 Points for Qualifications Proposal.
  - Related Project Experience: 25 Points
  - Public Funding Experience: 10 Points
  
- Respondents will be awarded up to 35 Points for the Technical Proposal:
  - Project Management Plan: 25 Points
  - Schedule: 10 Points
  
- Respondents will be awarded up to 20 Points for Cost Proposal.

## QUESTIONS

*Questions regarding this RFP* should be submitted in writing via email to Essex County Community Resources at ([CommunityResources@essexcountyny.gov](mailto:CommunityResources@essexcountyny.gov)) between the hours of 0900 – 1500 *only*. Any RFI responses will in turn be made available to all Respondents as they are received by means of direct emails.

## SUBMITTAL DUE DATE

**Responses to this RFP are due by 2:00pm on March 3rd, 2020 by 2:00 pm.** RFP responses must be submitted via electronic PDF sent to the following web address:

**<https://app.smartsheet.com/b/form/afd7f2566db3414ea39133b86bb2f564>**

The Town will select a Respondent on **March 10<sup>th</sup>, 2020** at a regular Board Meeting.

If you run into technical difficulties providing your response by the web link above, it is also acceptable to submit your RFP responses in writing via email, OR mail-in digital files (.PDF format) on flash-drive to the RFP point of contact:

Essex County Office of Community Resources  
7533 Court Street – PO Box 217  
Elizabethtown, NY 12932  
[CommunityResources@co.essex.ny.us](mailto:CommunityResources@co.essex.ny.us)  
(518) 873-3426

Each respondent shall receive a confirmation of their submission via email; respondents are advised to adhere to the submittal requirements. Failure to comply with the instructions of this RFP will be cause for rejection of submittals. **NO HARD COPIES WILL BE ACCEPTED.**

## **RFP SUBMITTAL REQUIREMENTS CHECKLIST**

### **FORMS FROM RFQ PACKAGE TO RETURN:**

- RFP Submittal Requirements Checklist (*Provide Checklist with RFP Response*)
- \*Appendix C: References (Minimum 4 related projects)
- \*Appendix D: Conflict of Interest Statement & Supporting Documentation
- \*Appendix E: Certification of Authority
  - Aka, Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Secretary of State (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
- \*Appendix F: Vendor Responsibility Questionnaire (if over \$100K in proposed contract value)
- \*Appendix G: W-9 Form
- \*Appendix H: Non-Collusive Bidding Certification
- \*Appendix I: Iran Divestment Act Compliance Form
- \*Appendix K: Deliverables Table with proposed costs
- \*Appendix J: NYS Sexual Harassment Policy Requirements

### **FOR THE RESPONDENT TO PROVIDE:**

- Letter of Interest
- Qualifications Proposal:
  - Description of Company
  - Capacity of Company
  - Resumes of specific staff identified to work on project
  - State License and or Certification
- Technical Proposal:
  - Project Management Plan (*Describe your approach in detail*)
  - Schedule Proposal (*Provide in a Gantt Chart format*)
  - Experience with DBE/MBE/WBE, Local Hiring, HUD Section 3, if applicable
- Pricing Proposal Description (*Also include figures in "Deliverables Table"*)
- \*Evidence of Insurance

\*These documents must be submitted and complete before the Town will review the remainder of the proposal.

## **APPENDIX A: FUNDING PROGRAM REQUIREMENTS**



**Environmental  
Facilities Corporation**

**ANDREW M. CUOMO**  
Governor

**SABRINA M. TY**  
President and CEO

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

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

Effective October 1, 2017

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



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ATTACHMENTS (REQUIRED FORMS)

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

# PART 1:

## HOW TO USE THIS DOCUMENT

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

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

### PROGRAM REQUIREMENTS

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

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

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

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

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

## REQUIRED CONTRACT LANGUAGE

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

## GUIDANCE MATERIALS

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

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

## COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

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

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

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

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

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

**“Recipient”** means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part.

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

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

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

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

# PART 2:

## REQUIRED CONTRACT LANGUAGE

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

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

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

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

#### I. General Provisions

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

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.
2. 40 CFR Part 33 ("Federal DBE Regulations") for contracts under EPA financial assistance agreements, as those terms are defined therein.
3. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
4. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
5. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.
6. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.

B. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these

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

- C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- D. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.
- E. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Federal DBE Regulations, or Title VI, such law and regulations shall supersede these requirements.
- F. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

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

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. Contractor represents that it has submitted an EEO policy statement to Recipient prior to the execution of this Contract.
- C. Contractor represents that it's EEO policy statement includes the following language:
  - 1. The contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to SRF projects.
  - 2. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this SRF project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - 3. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- D. The Contractor will include the provisions of Subdivisions II(A), II(C), and II(E) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.
- E. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Section 504, Age Discrimination Act, Section 13, and all other State and Federal

statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**F. Required EEO Forms**

**1. EEO Staffing Plan**

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

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

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

**III. Business Participation Opportunities for MWBEs**

**A. Contract Goals**

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

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

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

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>.

3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals. For construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

#### B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

#### C. Requests for Waiver

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



D. Monthly MWBE Contractor Compliance Report (“Monthly MWBE Report”)

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

E. Required Federal DBE Forms

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

F. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

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

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

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development (“ESD”) pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

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

New York State Executive Law Article 17-B and 9 NYCRR Part 252 provide for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. EFC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC contracts.

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

Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp>

Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

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

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

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

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

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

## **SECTION 4 RESTRICTIONS ON LOBBYING**

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

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

# PART 3:

## GUIDANCE MATERIALS

### APPLICABILITY OF PROGRAM REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Monthly MWBE Contractor Compliance Report (“Monthly MWBE Report”)**

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

**II. Business Participation Opportunities for MWBEs**

A. Contract Goals

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

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

B. Good Faith Efforts

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

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

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

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

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

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

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

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

### C. MWBE Utilization Plan

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

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

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

#### D. Eligibility for MWBE Participation Credit

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

NIGP code that does not begin with the number 9), and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract.

- iii. the portion of a Contract or Subcontract with an MWBE serving as a broker (as denoted by NAICS code 425120) that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
4. No credit will be granted for MWBEs that do not perform a commercially useful function. An MWBE does not perform a commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation.

E. Requests for Waiver

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

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

Example:  
\$200,000 - \$50,000 = \$150,000  
(Contract) (Specialty equipment/service) (MWBE Eligible Amount)  
The MWBE goal is applied to the MWBE Eligible Amount.

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



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

Subcontractors should:

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

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

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

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

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

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

Contractor may contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp>

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

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

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

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

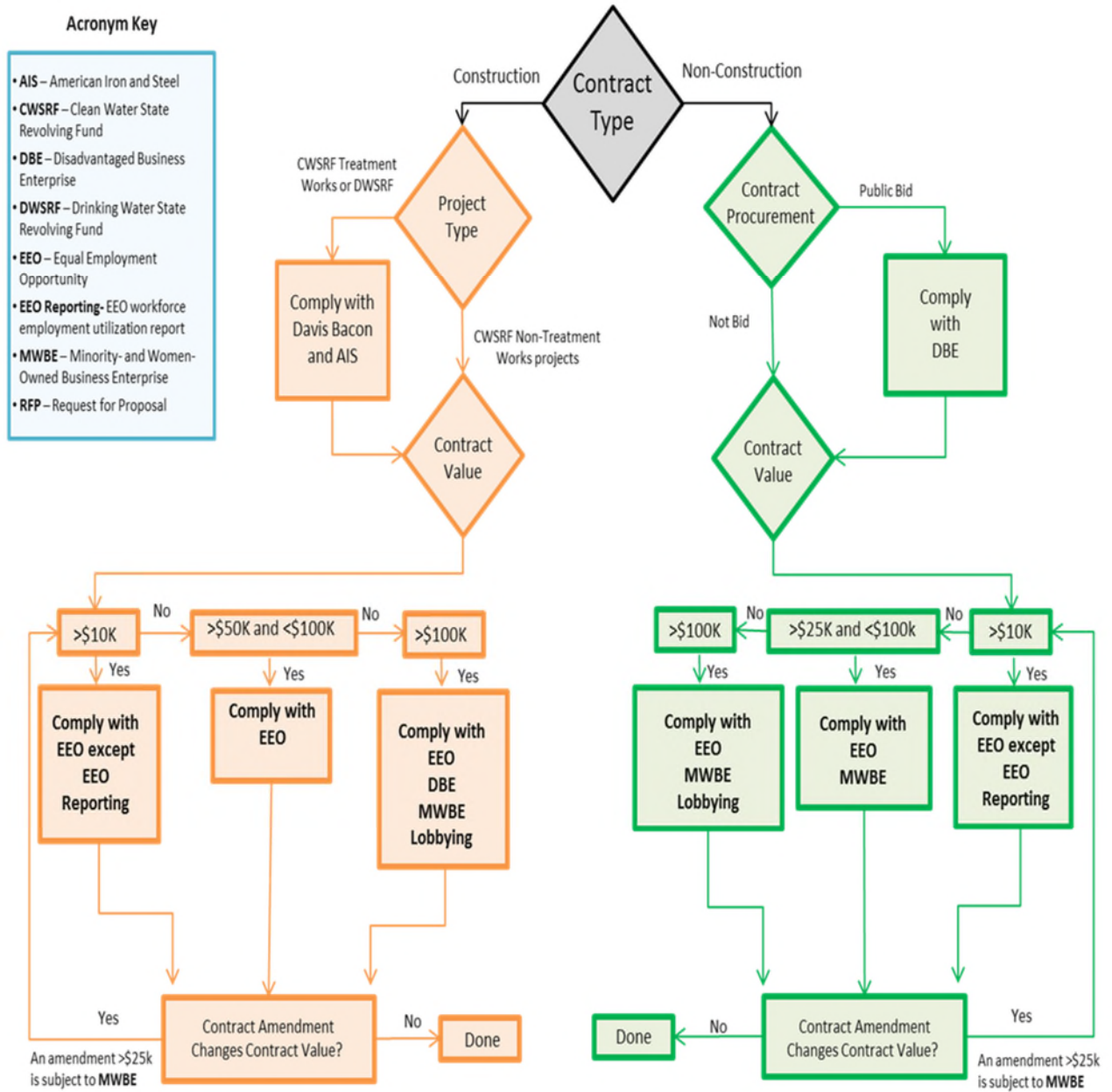
A list of contractors deemed ineligible to submit a bid is maintained by Empire State Development's Division of Minority and Women's Business Development.

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

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

# SECTION 5

# PROGRAM CONTRACT REQUIREMENT DECISION TREE



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

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

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

### To be submitted with this bid:

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

**Refer to Part 3  
Guidance Section**  
Section 1  
Section 1  
Section 1  
Section 1  
Section 4

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

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

Section 1  
Section 1

### Ongoing documentation & tasks:

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

Section 1  
Section 1  
Section 1

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

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

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

**X**

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

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

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

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

- Workforce utilized on this contract
- Contractor/subcontractor's total workforce

**Reporting Entity – Please select one from the options below:**

- Prime Service Provider
- Subcontractor

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

<b>Electronic Signature of Service Provider:</b> <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge. <b>Name</b> (Please Type):	<b>Date:</b>
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**Attachment 2**  
**New York State Environmental Facilities Corporation**  
**Equal Employment Opportunity (EEO) Staffing Plan**  
**INSTRUCTIONS**

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

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

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

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

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

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

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

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

**Instructions for Completing the Report**

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



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

### Instructions for Submitting the Report

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

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

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

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

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

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

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

### **Questions**

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



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

**Instructions:**

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

Municipality:		County:		Contract ID:		Month:	Year:
Project No.:		GIGP/EPG No:		Registration No. (NYC only):			
Prime Contractor/Service Provider:			Award Date:		Start Date:		<b>Date all MWBE subs paid in full:</b>
<b>Signature of Contractor:</b> <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.							Date:
Last Month’s Contract Amt: \$		<b>MWBE Eligible Amt:</b> \$ (Goals are applied to this amount and includes eligible change orders, amendments & waivers)		<b>EFC MWBE Goals</b>		<b>Total Paid to Prime</b>	
Revised Contract Amt: \$				MBE: %	MBE Amt: \$		Total Paid this Month: \$
		WBE: %	WBE Amt: \$		Total Paid to Date: \$		
		Total: %	Total Amt: \$				
NYS Certified MWBE Contractor & Subcontractor		Please Specify Any Revisions this Month.		Subcontractor Total Amount		Payments this Month	Previous Payments
				Original	Revised		Total Payments Made to Date
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: <u>Select Only One:</u> <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: <u>Select Only One:</u> <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: <u>Select Only One:</u> <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					

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

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

**Attachment 4**  
**New York State Environmental Facilities Corporation**  
**Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report**  
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NYS Certified MWBE Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Total Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: <u>Select Only One:</u> <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: <u>Select Only One:</u> <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: <u>Select Only One:</u> <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: <u>Select Only One:</u> <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: <u>Select Only One:</u> <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: <u>Select Only One:</u> <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					

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

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

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

**Instructions for Contractors & Service Providers:**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued				
<b>Name:</b>	Fed. Employer ID#:			
<b>Address:</b>	Phone #:			
<b>Scope of Work:</b>	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>			
<b>Select Only One:</b> <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>			
<b>Full Contract Amount: \$</b>				
<b>Name:</b>	Fed. Employer ID#:			
<b>Address:</b>	Phone #:			
<b>Scope of Work:</b>	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>			
<b>Select Only One:</b> <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>			
<b>Full Contract Amount: \$</b>				
<b>Name:</b>	Fed. Employer ID#:			
<b>Address:</b>	Phone #:			
<b>Scope of Work:</b>	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>			
<b>Select Only One:</b> <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>			
<b>Full Contract Amount: \$</b>				
<b>Name:</b>	Fed. Employer ID#:			
<b>Address:</b>	Phone #:			
<b>Scope of Work:</b>	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>			
<b>Select Only One:</b> <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>			
<b>Full Contract Amount: \$</b>				
SIGNATURE				
<b>Electronic Signature of Contractor:</b> <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function.				<b>Date:</b>
<b>Name</b> (Please Type):				

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

**Instructions for Contractors & Service Providers:**

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

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

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

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

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

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

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION			
Firm Name:		Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other:			
Address:		Phone #:	Fed. Employer ID #:
Contact Information of Firm Representative Authorized to Discuss Waiver Request:			
Name:		Title:	Phone #: E-mail:
Description of Work:		<b>EFC MWBE GOAL Total</b>	
Award Date:	Start Date:	Completion Date:	<b>MBE:    %    \$</b>
Total Contract Amount: \$		<b>WBE:    %    \$</b>	
MWBE Eligible Contract Amount: \$ (MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)		<b>Total:    %    \$</b>	

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

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

1.  **Full Waiver** (No MWBE participation)
2.  **Partial Waiver** (Less than the MWBE goals; indicate below the proposed MWBE participation)

**PROPOSED MWBE Participation**

**MBE:**        %    \$

**WBE:**        %    \$

**Total:**      %    \$

3.  **Specialty Equipment/Services Waiver** (Must be of SIGNIFICANT cost - list of equipment and cost must be attached in addition to the supporting documentation outlined below)

**SECTION 4: SUPPORTING DOCUMENTATION**

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

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

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

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

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

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

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

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

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

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

**SIGNATURE**

**Electronic Signature of Contractor:**

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

**Name:** (Please Type):

**Date:**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: ___ DOT ___ SBA ___ Other: _____		Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown

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

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

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

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

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

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

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

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

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

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

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

I have identified potential DBE certified subcontractors	__ YES	__ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

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

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

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

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

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

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

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

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

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

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

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

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



## **APPENDIX B: PROJECT REFERENCE DATA**

# Town of Westport

## Sewer District #1

### Collection System Evaluation

### Version 2

NYSEFC Engineering Planning Grant (EPG)  
Project No.: 63590

Prepared for the  
Town of Westport  
PO Box 465  
Westport, NY 12993  
Revised July 1, 2019  
March 28, 2019



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AES Project No. 4524

**EXECUTIVE SUMMARY**

**PROJECT BACKGROUND &  
HISTORY**

**ALTERNATIVE ANALYSIS**

**SUMMARY & COMPARISON OF  
ALTERNATIVES**

**RECOMMENDED ALTERNATIVE**

**FIGURES**

**TABLES**

**APPENDICES**

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# 1) EXECUTIVE SUMMARY

## 1.1 Background

The Town of Westport owns and operates two (2) central sewage treatment facilities. One, located at 14 Marks Street, is adjacent to Hoisington Brook and serves Sewer District 1. The plant collects all the wastewater from the Hamlet of Westport (formerly the Village of Westport) and discharges the effluent into Lake Champlain. The Westport plant is currently authorized to discharge up to 0.18 million gallons per day (MGD) of treated effluent. This effluent discharge is in accordance with the conditions of the State Pollution Discharge Elimination System (SPDES) Permit 02-0222 issued by the New York State Department of Environment Conservation (NYSDEC).

The other sewage treatment facility, located at 834 NYS Route 22, receives raw sewage from the Hamlet of Wadham's collection system. The plant treats all the influent and discharges it into the Bouquet River. The Wadham's plant is authorized to discharge into the river in accordance with the SPDES Permit 021-7760 issued by the NYSDEC. The Wadham's collection system is known as Sewer District 2.

This report focuses on the Westport wastewater treatment plant for Sewer District 1.

## 1.2 Purpose

The WWTP currently receives a significant amount of Inflow and Infiltration (I&I) from the collection system causing the facility to violate its average day flow limit of 0.18 MGD. The SPDES permit for the plant has a requirement for the Town to study and report on efforts to find and eliminate I&I in the collection system. This report is meant to be a part of the process of the Town's work to find and eliminate I&I. The report affords the opportunity to take a more in-depth look at the collection system and provide project-based solutions to eliminate as much I&I as is feasible.

This report is intended to be a preliminary engineering report meeting the requirements of NYSEFC's Engineering Planning Grant guidelines. This report is intended to provide an overview of the full collection system; however it is not intended to provide a complete inspection of each y manhole or sewer main. Data was collected in order to make a reasonable assessment of each portion of the collection system being analyzed. Additional data may be required to be collected during preliminary and final design and a final basis of design report will need to be written documenting the final design components of the actual proposed projects.

The proposed projects have been developed in such a manner to allow the Town to seek funding to complete the upgrades and repairs.

~~The report documents the inflow and infiltration investigation performed on the collection system. In turn, the report can be used to obtain funding to repair the noted deficiencies in the system.~~

## 1.3 Evaluations Conducted

AES, Westport's wastewater treatment plant operator, and the Essex County Environmental Manager worked in conjunction to conduct flow monitoring studies, manhole inspections, sewer main inspections, and general site visits. In addition, previous reporting and studies were used to supplement data where applicable.

## 1.4 Recommendations

In general, the I&I problem in the collection system can be attributed to leaking manholes and pipes. The majority of the system was installed in the late 1960's and consists primarily of VCT pipe and a combination of concrete block and precast concrete manholes. It is evident that these leaks are severe in many cases. The majority appear to be in relatively good structural condition. Therefore, repairs (pipe and manhole lining) coupled with some manhole and sewer

main replacement in key sections will be the most cost-effective repair method. In addition, there are few sections of pre-1968 pipe, including laterals, which require replacement and possibly relocation for better access.

Four pump stations were evaluated as part of this investigation. It is recommended that the Old Arsenal pump station be removed and replaced with individual progressive cavity pumps. The remaining pump stations require minor rehabilitation.

A complete internal investigation of all sewer mains was outside of the scope of this report. However, the recommended alternative is to rehabilitate a significant portion of the sewer mains and manholes, an internal investigation will be conducted during the schematic/preliminary design of the project. This work can be completed by an outside contractor with capabilities of videoing, recording, and performing full sewer main cleaning. Upon review of the videos, the final recommendation for replacement, lining, or spot repair with slip lining can be determined. In order facilitate this approach, the project estimates include the cost of slip lining with a specific percentage of footage for replacement pipe and the cost of spot repairs. Based on site observations, it is expected that the majority of the sewer mains are in acceptable condition to be slip lined. Sewer mains that have been determined to be in too poor of condition have been slated for replacement.

Due to the likelihood of funding and cost limitations and to allow for the ability to seek maximum grant funding for the project, the work has been proposed in phases. The phases are prioritized based on the estimated impact to I&I reduction.



## 2) Project Background & History

### 2.1 Relevant Documentation, Previous Reports, Local Planning Documents, Jurisdictional Permitting Agencies, and Regulatory Design Manuals.

#### 2.1.1 Relevant Documentation

The following documents have been included for reference.

##### a. NYS DEC Correspondence

- SPDES Permit Renewal Letter Dated 2/17/2016
- New York State Department of Environmental Conservation (NYSDEC) Permit # NY0020222
- NYSDEC Letter, Review of 2015 Collection System Monitoring and Maintenance Annual Report

Refer to **Appendix A**: *Relevant Documents*.

#### 2.1.2 Previous Reports

The following reports were reviewed as in preparation of this report.

- Town of Westport: Flow Management Plan - July 9, 2010: AES Northeast, PLLC.
  - Sewage Collection System Investigation and Evaluation
  - Flow Monitoring at Manholes and WWTP effluent.
  - WWTP Performance Objectives and Evaluation.

For a copy of the July 9, 2010 report, refer to **Appendix B**: *Existing Report*.

#### 2.1.3 Jurisdictional Permitting Agencies

##### a. Town of Westport (SEQR)

Per the NYSDEC website *"In New York State, most projects or activities proposed by a state agency or unit of local government, and all discretionary approvals (permits) from a NYS agency or unit of local government, require an environmental impact assessment as prescribed by. [Statutory authority: Environmental Conservation Law Sections 3-0301(1)(b), 3-0301(2)(m) and 8-0113]. SEQR requires the sponsoring or approving governmental body to identify and mitigate the significant environmental impacts of the activity it is proposing or permitting.*

*Environmental assessments are standardized through use of the Environmental Assessment Form (EAF). [The Environmental Assessment Forms](#) are in a pdf format that can be filled and saved. To assist applicants in preparing the Part 1 of either the Short or Full EAF, the NYSDEC has developed EAF Workbooks and a GIS mapping program (the EAF Mapper) that searches spatial data bases and provides answers to location-based questions which are automatically filled onto a pdf copy of an EAF and provided to the user. The spatial data used by the EAF mapping program to complete the new EAFs is based on the GIS data sets used and maintained by DEC, or actively maintained by various agencies and shared with DEC.*

*The Legislature has made SEQR self-enforcing; that is, each agency of government is responsible to see that it meets its own obligations to comply."*

b. Adirondack Park Agency (APA)

For communities located within the Adirondack Park, the APA has land use designations that can affect improvement projects and set restrictions and setbacks from natural resources such as streams and wetlands. The project planning area falls within the Hamlet area of the Town. Hamlets are the least regulated areas (by the APA) of the park, however certain criteria, specifically wetlands if present, may require an APA permit.

c. The New York State Department of Environmental Conservation (NYSDEC)

NYSDEC also has environmental regulatory review for all major projects involving the surface waters of the State of New York, both discharging to, and the taking of, water from those natural resources, discharges and taking of groundwater aquifer water resources, and various storm water and wetland regulations that may pertain to the planning process for a community. NYSDEC also is responsible to verify that all sanitary sewer projects comply with all applicable regulations.

d. The New York State Department of Transportation (NYSDOT)

NYSDOT owns and operates state highways, as well as manages preservation efforts for scenic byways and highways. NYSDOT typically owns, or secures through easement, a Right-of-Way (ROW) to allow maintenance and protection of the roads that it manages. NYSDOT allows municipalities to install infrastructure, such as utility lines, within the NYSDOT ROW. All installations must comply with all NYSDOT standards and must not adversely impact the roadways. NYSDOT requires review of all engineering plans for work within the ROW and must approve the plans. In addition, highway work permits are required of the contractor that dictate traffic control, bonding, etc.

e. U.S. Army Corps of Engineering (ACOE)

ACOE is a U.S. Federal Agency under the Department of Defense. It is one of the world's largest public engineering, design, and construction management agencies. The ACOE's regulatory program is authorized to protect the Nation's aquatic resources through evaluation of permit applications for essentially all construction activities that occur in the Nation's waters, including wetlands. Waters of the United States include all navigable waters, tributaries to navigable waters, and adjacent wetlands. Navigable waters are defined as "those waters that are subject to the ebb and flow of the tide and/or are presently being used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce." The Corps must first determine if the waters at the project site are jurisdictional and subject to the requirements of the Section 404 permitting program. Once jurisdiction has been established, permit review and authorization follows a sequential process that encourages avoidance of impacts, followed by minimizing impacts and, finally, requiring mitigation for unavoidable impacts to the aquatic environment.

f. Environmental Protection Agency (EPA)

The US EPA develops the regulations and implementation strategies that are required of municipalities with regard to water quality. In New York, regulation and enforcement is typically handled through the NYSDEC, however EPA can become involved in certain cases.

## 2.1.4 Regulatory Design Manuals

g. NYSDEC Design Manual

New York State Department of Environmental Conservation, "*Design Standards for Intermediate –Sized Wastewater Treatment Systems,*" published in 2012.

#### h. “10 States Standards”

Great Lakes – Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers, “Recommended Standards for Wastewater Facilities,” published in 2004.

## 2.2 Site Information

### 2.2.1 Location

The Town of Westport is located in the eastern portion of Essex County, New York. All of the boundaries of the Town are located within the Adirondack Park. This report focuses on Sewer District #1, which provides service to users within the Hamlet of Westport.

Refer to **Figure 2.2.1**: *General Location Map*.

### 2.2.2 Land Use

#### a. State Conservation Areas – Wild Forests and Wilderness Areas

The Town of Westport has two state designated conservation areas located within the Town boundaries. These areas include a portion of Hammond Pond Wild Forest Area, and nearly all of Split Rock Mountain Wild Forest. The projected project area is not in either of these designated areas.

It is noted that the Westport Boat Launch is classified as an Intensive Use Area by the NYSDEC. An intensive use area is an area where the state provides facilities for intensive forms of outdoor recreation by the public. Two types of intensive use areas are defined by this plan: campground and day use areas. These areas provide overnight accommodations or day use facilities for a significant number of visitors to the Park and often function as a base for use of wild forest, wilderness, primitive and canoe areas.

A wilderness area is an area of state land or water having a primeval character, without significant improvement or protected and managed so as to preserve, enhance and restore, where necessary, its natural conditions.

Wild forest areas convey less of a sense of remoteness and provide fewer outstanding opportunities for solitude for visitors and, therefore, are managed to provide opportunities for a greater variety of recreational activities and a higher intensity of recreational use.

The presence of the designated forest and wilderness areas provides multiple opportunities for residents and visitors to the region to directly experience the natural environment.

All land, both public and private, within the Adirondack Park has been designated a land use classification by the APA. The land use classification sets restrictions on land use and development and establishes setbacks from natural resources. The purpose of the APA land use classifications is to balance private ownership and economic growth and development with maintaining the natural character of the Adirondack Park.

The entire existing Sewer District #1 is located in area designated as Hamlet. A Hamlet designation is the least restrictive and allows for the most usages on the smallest lot sizes.

Refer to **Figure 2.2.2**: *APA Land Use*.

#### b. Scenic Byways

New York State and the federal government both have programs that identify historically and visually significant highways and manage projects in and around these highways to avoid disturbing aesthetics of the areas around the

highways. Designated highways are known as Scenic Byways. NYSDOT is the agency responsible for managing this program.

Upon review of the list of Scenic Byways, it was found that the “Lakes to Locks Passage” runs through Westport along NYS Route 9N, and 22. Portions of the proposed project are along or adjacent to this highway, however, as this is a sewer project and the work is either buried or on side streets, no impact is expected of the Scenic Byways.

Refer to **Figure 2.2.3**: *NYSDOT Scenic Byways*.

### c. Zoning

The land use regulations of the Adirondack Park will be the limiting factor in the amount of growth that can occur with planning area. The Town of Westport adopted “new” zoning regulations after the Village of Westport was reclassified as a Hamlet in 1992.

Refer to **Figure 2.2.3A**: *Zoning Map*.

## 2.2.3 Environmental and Historical Review

### a. Environmental Impact Assessment in New York State (SEQR)

Proposed projects within the Town of Westport are anticipated to require an environmental impact assessment per the requirements of 6 NYCRR Part 617 State Environmental Quality Review. Per the NYSDEC website *“In New York State, most projects or activities proposed by a state agency or unit of local government, and all discretionary approvals (permits) from a NYS agency or unit of local government, require an environmental impact assessment as prescribed by. [Statutory authority: Environmental Conservation Law Sections 3-0301(1) (b), 3-0301(2)(m) and 8-0113]. SEQR requires the sponsoring or approving governmental body to identify and mitigate the significant environmental impacts of the activity it is proposing or permitting.*

*Environmental assessments are standardized through use of the Environmental Assessment Form (EAF). [The Environmental Assessment Forms](#) are in a pdf format that can be filled and saved. To assist applicants in preparing the Part 1 of either the Short or Full EAF, the NYSDEC has developed EAF Workbooks and a GIS mapping program (the EAF Mapper) that searches spatial data bases and provides answers to location-based questions which are automatically filled onto a pdf copy of an EAF and provided to the user. The spatial data used by the EAF mapping program to complete the new EAFs is based on the GIS data sets used and maintained by DEC, or actively maintained by various agencies and shared with DEC.*

*The Legislature has made SEQR self-enforcing; that is, each agency of government is responsible to see that it meets its own obligations to comply.”*

A SEQR determination will be made by the Town during the funding process for the proposed project.

### b. New York State Office of Parks, Recreation, & Historic Preservation (SHPO)

New York’s State Historic Preservation Office (SHPO) helps communities identify, evaluate, preserve, and revitalize their historic, archeological, and cultural resources. The SHPO administers programs authorized by both the National Historic Preservation Act of 1966 and the New York State Historic Preservation Act of 1980. The SHPO is responsible to review archeological reports prepared on behalf of the town, as the town will be required to retain a professional archeologist for review of any projects receiving state or federal aid. If archeological finds are discovered, the SHPO will direct how they are addressed and preserved. SHPO utilizes an online mapper, Cultural Resource Informational System (CRIS) that can be accessed to identify potential cultural resources that may be located in the project planning area.

SHPO will be consulted as part of the funding process of the project.

## 2.2.4 Geologic Conditions

### a. Topography

The topography of Sewer District #1 is vitally important to the layout and need for pump stations in the collection system. The Hamlet of Westport, which is covered by the sewer district, is located along the foothills of the Adirondack Mountains and along the shores of Lake Champlain. In this particular location, the main road through Town, NYS RT 9N/22 happens to be located about halfway between the streets of higher elevation and the lower shoreline. In the south end of Town, all sewers generally flow from west to east across the highway and are connected to a sewer main installed at the halfway point down the slope between the highway and shore of Lake Champlain. A number of pump stations pump flows up from the shoreline to that sewer main. For the north end of Town, all sewers generally flow north down relatively steep terrain to Sisco Street and to the treatment plant. Hoisington Brook effectively separates the north and south sides of the Town. Due to steep side slopes, utilizing gravity flow from the south to the north is relatively difficult.

Refer to **Figure 2.2.4**: *USGS Topography*.

### b. Soils

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service operates the Web Soil Survey, which includes the soils of Essex County (NRCS USDA, 2013). The soils in the area of the existing effluent structure is fill from previous upgrade and installation.

The United States Department of Agriculture (USDA) Web Soil Survey was utilized for information on soil type, hydrologic soil group classification, and depth to any restrictive feature.

The project site contains a wide array of soil types but all are of generally loamy character, ranging from loamy fine sands to silty clay loams and slopes of 3% and steeper.

Soils are also classified into Hydrologic Soil Groups (HSG) to indicate the minimum rate of infiltration obtained for bare soil after prolonged wetting. The HSGs for the Project area are largely A, C and C/D soils. The following is a general description of HSGs:

<u>HSG</u>	<u>Soil Texture</u>
A	Sand, loamy sand, or sandy loam (highest infiltrating soil)
B	Silt loam or loam
C	Sandy clay loam
D	Clay loam, silty clay loam, sandy clay, silty clay, or clay (lowest infiltrating soil)

USDA also provides information on depth to any restrictive feature (i.e., bedrock), and "representative" depth to water table. The restrictive features vary from 0" to >200" + 25cm to >200cm+ for Westport. Depth to water table ranges from 48' to >200' 0cm to >200cm+. The representative depth to water table does not depict seasonal water table variations, and is not deemed to reflect the rise in water table attributable to the seasonal I&I observed in the collection system. A subsurface investigation was not performed for this report.

Refer to **Figure 2.2.5**: *USDA Soil Map*.

Refer to **Figure 2.2.6**: *USDA Hydrologic Soil Groups*.

Refer to **Figure 2.2.7**: *USDA Depth to Soil Restrictive Features*.

Refer to **Figure 2.2.7A**: *USDA Depth to Water Table*.

## 2.2.5 Environmental Resources

### a. Water Bodies

Westport is surrounded by a few surface water bodies that ultimately drain towards Lake Champlain. Water bodies in the project planning area include Hoisington Brook, and Hammond Brook. These water bodies are all classified as Class C (T) by the NYSDEC. Lake Champlain is classified as ~~Class A~~ Class A(t). Special requirements apply to sustain these waters that support drinking water, and valuable and sensitive fisheries.

NYSDEC describes the meaning of these classifications of water bodies as follows.

- Class AA and Class A water bodies are used or are suitable for use as drinking water.
- Class C water bodies are suitable to support fisheries and are suitable for non-contact use.
- The (T) designation indicates that the water body may support trout population.

Per NYSDEC: *"Certain waters of the state are protected on the basis of their classification. Streams and small water bodies located in the course of a stream with a classification of AA, A, or B, or with a classification of C with a standard of (T) or (TS) are collectively referred to as "protected streams," and are subject to the stream protection provisions of the Protection of Waters regulations."*

As a result of the water body designation, permits (Article 15) for any disturbance of the water body will be required.

Hoisington Brook begins at Mount Hoisington, travels northeast until it meets NYS Route 9N, where it then follows along Westport Main Street, and finally discharges into Lake Champlain. This is also where the WWTP in Westport is.

The existing sewer main crosses Hoisington Brook with cast iron pipe near the north end of Mill Street, sending all wastewater that is southeast of the brook, across and into the treatment plant. Any work performed on these sewer mains will likely impact Hoisington Brook.

Hammond Brook discharges into Hoisington Brook near NYS Route 9N/Main St. and the Westport Country Club.

With the proximity of these water bodies to sewer mains and the ultimate outlets into Lake Champlain, the condition of the sewer mains are of utmost importance. A failure of any of the mains could lead to a direct (or indirect) discharge of raw sewage into these waters.

### b. Wetlands

With its abundance of surface water resources, the Town and surrounding areas have several APA designated wetlands.

A map showing the approximate location of NYSDEC and APA regulated wetlands is included. The wetlands data has been compiled from readily available government databases. The wetlands mapping is provided to indicate projects with potential wetland impacts. If wetlands are identified in the project area, field verification of the exact location of the wetlands should be performed by a wetland biologist. Wetlands under 1 acre may not be jurisdictional by the APA, however the ACOE will likely take jurisdiction if any work disturbs the wetlands (even temporarily).

It appears that there are no regulated wetlands within the project planning area.

Refer to **Figure 2.2.8**: *APA & DEC Wetlands*.

### c. Endangered Species

Both the New York Department of Environmental Conservation (NYSDEC) and United States Fish & Wildlife Service (USFWS) online databases were utilized to determine the presence of potential endangered species in the project planning area. The NYSDEC mapper and the USFWS resource search indicated that the Indiana Bat and the Northern Long-Eared Bat have the potential to be impacted within the Town of Westport.

Refer to **Figure 2.2.9**: *NYSDEC Environmental Resource Mapper*. and ~~Figure 2.2.10: USFWS IPAC System Trust Resources.~~

Refer to **Appendix A**: *Relevant Documents*.

Working in areas that may impact the Indiana Bat places requirements related to tree cutting. Tree cutting is generally restricted to November 1<sup>st</sup> to March 31<sup>st</sup>, or if cutting must occur outside of those months, then biologists must be called in to determine if there will be any impacts to the bat. The Northern Long-Eared Bat is federally listed as a threatened species. Both bats typically hibernate in caves/mines in the winter and roost in trees in the summer. Similar precautions should be taken to protect both species, although the requirements for protection of the Indiana Bat are more stringent based on its classification as Endangered.

Refer to ~~Figure 2.2.11: USFWS Bat Fact Sheets~~ for the USFWS details for working in an area inhabited by the Indiana Bat and Northern Long Eared Bat.

Refer to **Appendix A**: Relevant Documents for the USFWS details for working in an area inhabited by the Indiana Bat and Northern Long Eared Bat.

### d. Spills and Brownfields

~~The New York State Department of Environmental Conservation maintains databases of spill incidents and environmental remediation sites being addressed under one of the Division of Environmental Remediation's remedial programs (State Superfund, Brownfield Cleanup, Environmental Restoration, and Voluntary Cleanup).~~

~~A search of the spills database revealed quite a few spill incidents within the project area over the last 10 years (from 2007 through 2017). "Date Spill Closed" means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either; a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial activities are necessary, or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department however reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.~~

~~A #2 fuel oil was spilled due to an equipment failure at the Westport Hotel, 6691 Main Street, on 1/15/2008, case closed the following day. Five gallons of waste oil was spilled due to abandoned drums at EW Adams Hardware, 6592 Main Street, on 9/18/2008, case closed 10/2/2008. On 10/7/2009, #2 fuel oil was spilled at 3 Pebble Beach, due to an equipment failure, and the case was closed on 11/2/2011. One gallon of #2 fuel oil was spilled due to an equipment failure at Westport Central School, 25 Sisco Street, on 12/27/2009, and the case closed on 3/10/2011. An unknown petroleum was spilled on the Collins Oil Tank Property, NYS Route 22, on 7/2/2010, and was closed 3/10/2011. There was a #2 fuel oil spill, amount and cause unknown, at the WWTP, on 18 Marks Road, on 3/31/2011, case closed on 4/14/2011. A spill of floor drainage, creosote, #2 fuel oil, and gasoline occurred at Bessboro Farms LLC, 72 Maple Way, on 8/23/2011, and was closed 11/15/2011. One gallon of diesel was spilled at the Westport Marina, on 6/24/2012, and was closed on 7/6/2012. On 6/12/2013, #2 fuel oil was spilled due to an equipment failure, at 3 West Orchard Terrace, and the case was closed on 7/25/2013. Twenty five gallons of hydraulic oil was spilled at the intersection of Camp Dudley and NYS Route 9N, due to an equipment failure, on 7/24/2013, and was closed on 7/26/2013. A Casella~~

Line Leak produced five gallons of hydraulic oil to spill, location listed as Arsenal Rd./ Rt. 22/ Dudley Rd., on 9/25/2013, and was closed on 9/25/2013. On 12/16/2013, #2 fuel oil was spilled at 6226 NYS Route 9N, case was closed on 1/16/2014. At 20 Washington Street there was 0.04 gallons of diesel spilled on 8/8/2014, and was closed on the same day. On 9/25/2014, sixty gallons of diesel was spilled on Sisco Street by a commercial vehicle, and the case was closed on 9/26/2014. A storm caused one gallon of transformer oil to spill at 240 Lee Way, on 7/20/2015, case closed on 8/4/2015. An equipment failure caused 0.05 gallons of #2 fuel oil to spill at a catch basin on school property, 25 Sisco Street, on 5/4/2017, and the case has not yet been closed.

A search of the Remedial Site Database produced a list of no remediation sites located within the Town of Westport.

## 2.2.6 Floodplain Considerations

The map for the entire Town of Westport collection system, numbered 3614950001A, became effective June 4, 1984. The map shows that most of the sewer collection system is located in what is called Zone X, an area determined to be outside the 500-year flood plain. The shoreline is listed in the Zone AE, a special flood hazard area inundated by 100-year flood, with base flood elevations determined to be at 102 feet. At least one pump station and sections of abandoned sewer main are likely within or just outside of Zone AE.

Refer to **Figure 2.2.12**: *FEMA Flood Hazard*.

## 2.3 Ownership and Service Area

### 2.3.1 Sewer District

Sewer District #1 encompasses the former Village and now Hamlet of Westport. The existing district does not currently extend beyond the Hamlet boundaries.

There are 400 service connections billed at 459.5 EDUs.

Refer to **Figure 2.3.1**: Sewer District #1 Boundary Map.

### 2.3.2 Outside Users

There are no known outside users at the time of the writing of this report.

### 2.3.3 Industrial Discharges or Hauled Waste (e.g. source, volume, composition)

N/A: Collection System Evaluation

### 2.3.4 Population Trends and Growth

According to the 2000 Census, there were 1,362 persons in the Town of Westport. According to the American Community Survey, sponsored by the U.S. Census Bureau, the 2010 population was 1,312 persons along with the Census Designated Place of Westport at 518 persons(American Community Survey, 2010 Data), resulting in an approximate 3.8% population decrease.

## 2.4 Existing Facilities & Present Condition

### 2.4.1 General Description & History

#### a. Wastewater Collection and Treatment System

The Town of Westport sanitary sewage collection system combine inside the wastewater treatment plant grounds, just prior to entry to the treatment plant's influent chamber, located at 14 Marks Road.



The plans for the original Water Pollution Control Plant, at this same location, are dated February of 1968. Construction was likely completed sometime around 1970. A separate contract with the same date included the installation of about 25,000 lineal feet of vitrified clay tile (VCT) pipe, including 4 pump stations, to serve as the sanitary sewer main lines for the former Village. Prior to this, all sanitary sewer was fed directly into Lake Champlain with no treatment. Several of the sanitary lines pre-1968 were replaced in this contract. It is unknown when these lines were installed.

In 2007, the wastewater treatment plant got a major upgrade with two new sequencing batch reactors, reed beds, control room, and other amenities. Also at this time, about 3000' of sanitary sewer main was replaced with new polyvinyl chloride (PVC) pipe on Main Street / NYS Route 22. The expected useful life of VCT is 50 years, so the entire collection system, less ~3000', is nearing or has passed this mark.

#### 2.4.2 Permit Conditions

The specific permit requirements are found in the SPDES permit included in the appendices. The relevant permit requirement to the report is the monthly average day flow of 0.18 MGD. The goal of the report is to reduce flows to below this level.

#### 2.4.3 Regulatory Compliance Requirements

The Town is not under an Order on Consent, however as of the writing of this report, the requirement to study and address I&I is a permit requirement. ~~which has the same, if not more, regulatory strength and the Town is obligated to complete this work. The Permit requirement should have the same benefits for funding as an Order would.~~ The requirement may help the Town obtain funding as this may add to the Town's overall scoring with the various funding agencies.

#### 2.4.4 Compliance Issues

The history of flow violations at the WWTP is the reason for this study.

#### 2.4.5 Data Collection

The first step in performing the sewer investigation was to gather all available existing mapping and load it into AutoCAD and GIS software. AES Northeast collected electronic mapping using the Trimble Terraflex software to obtain GIS manhole locations and pictures. The collected data was then drafted into the computer programs for use in analysis of the system. Manholes not found while using the GIS system were reproduced into the CAD drawing using previous drawing from Joseph A. Kestner Consulting Engineer, drawn in 1968.

Flow meters were deployed in key locations and the data downloaded and processed.

Flow meter locations were as follows:

Over the course of the data collection period, flow meters were placed in four different locations: MH 41, New MH 12, 46, and 86. Manhole 41's location was chosen to monitor the amount of flow entering into Pump Station #3. The flow meter was moved to New MH 12 after a few weeks due to the extremely low flows in MH 41. New MH 12 is connected to numerous older pipes. Older pipes are much more susceptible to being leaky and deteriorated and could have been a large factor in the I&I.

Manhole 46 is located in the parking area of the Marina, and has a very high chance of collecting I&I. The fluctuations in the water table combined with deteriorating pipes could potentially be a major source of I&I.

Over the years, the Town has received numerous complaints of wet/flooded backyards in the Sisco/Main Street Area. Manhole 86 is a central location of the impacted area and collects data to see if the flooding is entering into the system as I&I.

Refer to **Figure 2.4.1a**: Flow Meter Locations.

Visual observations of the collection system on dry and rainy days, pump station evaluations, manhole evaluations, limited sewer main inspections were also utilized.

#### 2.4.6 History of Storm Damage

No specific Storm Damage was reported; however, it was noted that the Old Arsenal pump station is likely located in the flood plain of Lake Champlain and may have been at least partially flooding during previous flood events. Also, an existing sewer main that once fed the pump station has been abandoned, likely due to the potential for flooding.

#### 2.4.7 Existing Energy Consumption

The existing pump stations are the only source of energy use in the collection system. Energy evaluations, as necessary are included in the individual pump station inspection reports.

#### 2.4.8 Design Flow and Waste Loads

The overall design flow for the wastewater treatment plant is 0.18 MGD. The goal of any work is to reduce the incoming flows to that level or below.

#### 2.4.9 Existing Flow and Waste Loads

The following graphs show the available daily flow data from the treatment plant's effluent flow meter. Since the WWTP is a sequencing batch reactor, measuring the effluent does not show incoming flow spikes, but simply a totalization for the day.

Refer to **Figure 2.4.1**: 2016 Daily Average Flow Data.

Refer to **Figure 2.4.2**: 2016 Daily Average Flow Data with Precipitation Totals.

Refer to **Figure 2.4.3**: 2017 Daily Average Flow Data.

Refer to **Figure 2.4.4**: 2017 Daily Average Flow Data with Precipitation Totals.

Refer to **Figure 2.4.5**: 2018 Daily Average Flow Data.

Refer to **Figure 2.4.6**: 2018 Daily Average Flow Data with Precipitation Totals.

As 2018 has the most complete data, showing wet and dry periods that data will be used to draw conclusions. Dry weather, summer flows are approximately 57,000 GPD. The approximately wettest month from April 5, 2018 to May 13, 2018 was 257,000 GPD. This leaves a theoretical ability to remove 200,000 GPD on average.

#### 2.4.10 Description of Existing Facilities & Location Map

The report focuses on the collection system for Sewer District #1. While the overall entire collection system was evaluated, it is outside of the scope of this report to inspect every manhole and every sewer main. A representative number of manholes and sewer mains were inspected. These inspections allow for evaluations of the system to be determined with recommendations. To aid in the reporting process, the sewer district has been broken down into eight service areas. The service areas were broken into logical section with end points either at a pump station or a connection to another service area. In this way, proposed recommendations can be by service area and as a whole.

Refer to **Figure 2.4.7**: *Existing Sewer*. Individual service area maps are included below.

#### 2.4.11 Pump Station #1 (Mill Street / Marina) Service Area

This pump station carries all sanitary sewer south of the Hoisington Brook across the bridge. At this point, there is some sanitary sewer getting pumped three times before hitting the treatment plant. In addition to receiving all flow from the Old Arsenal and Worman areas, this pump station also takes all flow from the following streets; Harris Ln, Orchard Terrace, Front St, 1<sup>st</sup> St, 2<sup>nd</sup> St, Mill St, Washington St, and Main St between Mill and Washington.

The sewer mains, manholes, and laterals in this area are expected to leak heavily, but are expected to be in generally good condition, structurally. Each of these components require repair or replacement. The pump station is generally in good condition, but experiences issues due to ragging.

Refer to **Figure 2.4.8**: *Pump Station #1 Service Area*.

Refer to **Appendix C**: *Pump Station #1 & Mill Street/Marina Service Area Investigation*.

#### 2.4.12 Pump Station #2 & Worman Road Service Area

This area of the sewer district is the southernmost portion, covering roughly 4,000' of sewer main pipe, all VCT, except for a 45' stretch under state road, and the Worman Road Pump Station (P.S. #2). Beginning at 6209 NYS Route 9N/22, this area extends north up to the Sunny Side Way Road. The pump station pumps from the shoreline up to the Middle Interceptor main line, at which point also meets with flow from NYS Route 9N. There is also a pump station south of the sewer district, which takes sanitary flows from the Westport Health Center into the system (this is a purported private pump station and was not evaluated). The only section that appears to not have been replaced in 1968 was from MH 10 to MH 7, on the Windward Circle.

The sewer mains, manholes, and laterals in this area are expected to leak heavily, but are expected to be in generally good condition, structurally. Each of these components require repair or replacement. The pump station is generally in good condition.

Refer to **Figure 2.4.9**: *Pump Station #2 Service Area*.

Refer to **Appendix D**: *Pump Station #2 & Worman Road Service Area Investigation*.

#### 2.4.13 Pump Station #3 & Old Arsenal Road Service Area

The Old Arsenal Road Service Area services 5 homes and the Westport Yacht Club. The sewer from these connections flows via gravity to Pump Station #3, which is located on the banks of Lake Champlain. The pump station is deteriorating, nearly inaccessible and should be replaced and relocated. The VCT portions of the sewer main are suspected of being generally structurally sound but having leaks and/or leaky joints. The majority of the manholes appear to leak, with those near the pump station suffering from sulfide attack. The manholes in this service area require repair or replacement. Based on the final location of the proposed pump station(s), the existing manholes, pipes, and laterals should be reviewed and inspected and any that are no longer needed should be properly abandoned and disconnected from the collection system.

Refer to **Figure 2.4.10**: *Pump Station #3 Service Area*.

Refer to **Appendix E**: *Pump Station #3 & Old Arsenal Road Service Area Investigation*.

#### 2.4.14 Pump Station #4 & Fire Fly Lane Service Area

This service area is small, only serving a handful of homes. The pump station was not able to be fully inspected, but no major problems were reported by the operator. The main problem is that the electrical box has a tree grown up around it. There is some evidence of leakage into the system, which is suspected to come from manholes.

Refer to **Figure 2.4.11**: *Pump Station #4 Service Area*.

Refer to **Appendix F**: *Pump Station #4 & Fire Fly Lane Service Area Investigation*.

#### 2.4.15 Sisco and Main Street Service Area

While getting there in various ways, all sewer in this area flows to Sisco Street. This main line represents roughly a third of the collection system, and is the only gravity fed line into the treatment plant. All pipe in this area is VCT, some dating pre-1968, although it is unclear exactly how much. Sisco Street and Harbor View Terrace consists mainly of pre-1968 sewers, while Eagle Street, Champlain Avenue, Main Street, and its connectors were installed in 1968. Of note in this area is that the interceptors to Sisco all run through back yards often through wet areas. Flow monitoring has shown that this area does contribute to I&I in the collection system, although it appears to be less so than from other areas. The sewers that connect to Sisco Street appear to be the most in need of repair. The majority of manholes in this service area leak and require repair or replacement.

Refer to **Figure 2.4.12**: *Sisco & Main Service Area*.

Refer to **Appendix G**: *Sisco and Main Street Service Area Investigation*.

#### 2.4.16 West Main Street Service Area

This area represents all sewer north of Sisco Street. The entire sewer main runs along NYS Route 9N, and all of the manholes are in the NYSDOT right-of-way. The main crosses under Route 9N three times in this area. All of the pipe material here is VCT, and none of it was pre-existing in 1968. All flow in this area is gravity fed, flowing into Sisco Street.

It appears that this area contributes significantly to I&I in the system. It appears that the pipe upstream from MH 112, which is mainly located with NYSDOT ditch lines contributes during high groundwater seasons. The manholes in this service area leak. All of the manholes and the main upstream from MH 112 require repair or replacement.

Refer to **Figure 2.4.13**: *West Main Service Area*.

Refer to **Appendix H**: *West Main Street Service Area Investigation*.

#### 2.4.17 Congress & Liberty Street Service Area

This section appears to contribute some, but a relatively small amount of I&I to the collection system. It is suspected that laterals, especially the golf course lateral (due to length and location) contribute the most to I&I. The laterals require repair or replacement. Manholes, even relatively new 2007 manholes leak and require repair or replacement.

Refer to **Figure 2.4.14**: *Congress & Liberty Service Area*.

Refer to **Appendix I**: *Congress & Liberty Streets Service Area Investigation*.

#### 2.4.18 Harris Lane Service Area

This service area has a mix of 1968 and pre-1968 pipe. This service area contributes some, but a relatively small amount of I&I to the collection system. The pre-1968 pipe requires replacement and portions require relocation due to locations on private property that are difficult to access.

Refer to **Figure 2.4.15**: *Harris Lane Service Area*.

Refer to **Appendix J**: *Harris Lane Service Area Investigation*.

### 2.5 Definition of the Problem

### 2.5.1 Health, Sanitation, and Security

The primary regulatory driver of the project planning area is the SPDES Permit requirement for investigating, managing and reporting on stormwater reductions in the collection system. Average day flows to the WWTP are over the permitted level during high flow time periods (e.g. spring). High flows into the WWTP not only cause permit violations, but lead to higher O&M costs to treat the water, the potential for sewer overflows of untreated or partially treated water, and reduced the ability for the Town to grow. Economic growth of a Town is directly tied to infrastructure and no new sewer connections are allowed until flows are reduced.

### 2.5.2 Infiltration

A significant amount of infiltration was identified in certain areas of the collection system. While every drop of water may not have been identified and it is difficult to put a perfectly quantifiable number on every potential reduction, the areas identified as needing rehabilitation and replacement should significantly reduce flows to the treatment plant. A large number of the manholes in many parts of the system leak severely and there is strong evidence of the sewer mains leaking.

### 2.5.3 Reasonable Growth

The US Census data shows a net decrease in population in the Town of Westport. Growth in the sewer district will likely come from two sources.

Vacant Lots:

There are 63 vacant lots within the current district. At 450 GPD (assumed value per home) that equates to 36,000 GPD of additional flow.

Refer to **Table 2.5.1**: *Vacant Lots Classification*.

Hamlet Expansion:

The Town is currently working with the APA to expand the area of Hamlet to include an additional area that will allow for the construction of a new rental development property (individual and combined rental units). This development would then be connected to the Town's sewer system.

Assuming a reasonable number of rental units (gathered from available sources) the following additional flow is expected.

Refer to **Table 2.5.2**: Hamlet Expansion.

The total reasonable expansion is:

Expansion Component	GPD
Development Located at Westport Country Club	12,590
Vacant Lots	36,000
<b>Total</b>	<b>48,590</b>

For information related to the hamlet expansion, refer to **Appendix K**: *Hamlet Expansion Documentation*.

### 2.5.4 Water, Energy, Sustainability, and/or Waste Considerations

The following items have been considered for sustainability when evaluating the project planning areas.

a. Water and Energy Efficiency

The replacement or rehabilitation of VCT pipe and manholes will reduce or eliminate I&I, therefore, less wastewater will be discharged to the wastewater treatment plant and resulting in less energy consumption.

b. Green Infrastructure

The proposed projects utilize traditional replacement, rehabilitation methods, and new construction. Green infrastructure is generally not installed for sanitary sewer applications. However, by reducing I&I at the project planning areas, there will be less frequent SSOs which will protect the environment.

### 2.5.5 Storm and Flood Impacts

Due to the topography of the area, most of the sewer system is outside of any flood zones. The notable exception is the Old Arsenal pump station which is located in or very near the flood plain for Lake Champlain. This pump station should be eliminated or relocated out of this area.

### 2.5.6 Compliance with Accepted Standards

The existing sewer system is generally in compliance with existing standards. The pipes meet minimum sizes, slopes, manhole locations, etc. The problem with the sewer system is leaking manholes and pipes.

## 2.6 Financial Status

The Town of Westport charges the following for the Sewer District:

Usage: \$270/year

Debt: 0.391320/\$1000 of assessed value (Ad Valorem)

There are 459.5 Equivalent Dwelling Units (EDUs) that are billed within the Town, at 400 service connections. A summary of the Sewer District appropriations and estimated reviews provided by the Town is included in the Appendices.

Refer to **Appendix L**: *Sewer District Financial Information*.

### 3) ALTERNATIVE ANALYSIS

#### 3.1 Description

Two alternatives have been selected for each service area. The selected alternatives for each area together will form the recommended project. The Do Nothing Alternative has not been selected because this does not meet the needs of the Town and it shall not be considered further.

##### 3.1.1 Pump Station #1 & Mill Street / Marina

###### a. Alternative 1:

Alternative 1 would repair or replace all of the manholes in the service area and repair (with Cured-in-Place-Pipe (CIPP)) or replace the sewer mains in the service area. Laterals would be repaired or replaced in this service area. A full cleaning and inspection of the sewer mains and manholes during the preliminary design phase would determine the ability to repair or replace the manholes, sewer mains, and laterals. It is possible that some of these may not require any work. The pump station would receive screening. The proposed screen is an automatic vertical semi-cylindrical perforate plate screen. The screen is equipped with an overflow should the screen blind. The screen is proposed as a means to prolong the life expectancy of the pumps and reduce the likelihood of a failure an overflow. The screen is installed in a manhole structure (likely 8' diameter) just upstream of the pumps station.

###### b. Alternative 2:

Alternative 2 would replace all of the manholes, sewer mains, and laterals in-kind. The pump station would receive screening. The proposed screen is an automatic vertical semi-cylindrical perforate plate screen. The screen is equipped with an overflow should the screen blind. The screen is proposed as a means to prolong the life expectancy of the pumps and reduce the likelihood of a failure an overflow. The screen is installed in a manhole structure (likely 8' diameter) just upstream of the pumps station.

##### 3.1.2 Pump Station #2 & Worman Road Service Area

###### a. Alternative 1:

Alternative 1 would repair or replace all of the manholes in the service area and repair (with Cured-in-Place-Pipe (CIPP)) or replace the sewer mains in the service area. Laterals would be repaired or replaced in this service area. A full cleaning and inspection of the sewer mains and manholes during the preliminary design phase would determine the ability to repair or replace the manholes, sewer mains, and laterals. It is possible that some of these may not require any work.

###### b. Alternative 2:

Alternative 2 would replace all of the manholes, sewer mains, and laterals in-kind.

##### 3.1.3 Pump Station #3 & Old Arsenal Road Service Area

The existing pump station is in a poor location and requires replacement. The existing manholes, sewer mains, and lateral connections require repair and/or replacement.

a. Alternative 1:

Alternative 1 would replace the existing pump station with a series of individual progressive cavity grinder pumps (estimated 6 pump stations). This work would necessitate reconfiguration of the existing laterals for connection to the new grinder pumps and a new force main to connect the grinder pumps to MH 26. ~~The Westport Yacht Club is purported to have its own pump station, however one is included here for estimating purposes should final design necessitate replacement of that pump station.~~ The Westport Yacht Club has its own pump station that is owned and operated by the property owners.

It may be possible to reuse the existing gravity main as a casing pipe for the new force main.

All existing gravity mains and laterals would be abandoned.

b. Alternative 2:

Alternative 2 would replace the existing pump station with a combination of individual progressive cavity grinder pump stations for 46 Old Arsenal Road and the Westport Yacht Club and a single packaged pump station to serve the remaining homes. The pump station would have a generator plug for a portable generator. The existing manholes and gravity pipe to remain in service would be repaired with high strength grout and slip lining, respectively.

### 3.1.4 Pump Station #4 & Fire Fly Lane Service Area

a. Alternative 1:

Alternative 1 would provide minimal upgrades to the pump station (relocating the electrical box) and repairing of the manholes.

b. Alternative 2:

Alternative 2 would completely replace the pump station with a new prepackaged pump station. The manholes would be repaired.

### 3.1.5 Sisco and Main Street Service Area

a. Alternative 1:

Alternative 1 would repair or replace all of the manholes in the service area and approximately 25% of the sewer mains would be repaired (with Cured-in-Place-Pipe (CIPP)) or replaced in the service area. Approximately 25% of the laterals would be repaired or replaced in this service area. A full cleaning and inspection of the sewer mains and manholes during the preliminary design phase would determine the ability to repair or replace the manholes, sewer mains, and laterals. It is possible that some of these may not require any work. The areas to be repaired/replaced were outlined in the appendices.

b. Alternative 2:

Alternative 2 would replace all of the manholes and 25% of the sewer mains and laterals in-kind. The areas to be repaired/replaced were outlined in the appendices.

### 3.1.6 West Main Street Service Area



a. Alternative 1:

Alternative 1 would repair or replace all of the manholes in the service area and approximately 50% of the sewer mains would be repaired (with Cured-in-Place-Pipe (CIPP)) or replaced in the service area. Approximately 50% of the laterals would be repaired or replaced in this service area. A full cleaning and inspection of the sewer mains and manholes during the preliminary design phase would determine the ability to repair or replace the manholes, sewer mains, and laterals. It is possible that some of these may not require any work. The areas to be repaired/replaced were outlined in the appendices.

b. Alternative 2:

Alternative 2 would replace all of the manholes and 50% of the sewer mains and laterals in-kind. The areas to be repaired/replaced were outlined in the appendices.

### 3.1.7 Congress & Liberty Streets Service Area Investigation.

a. ~~Alternative 1:~~

~~Alternative 1 would replace a number of the laterals, particularly the golf course's lateral.~~

b. ~~Alternative 2:~~

~~Alternative 2 would replace the mainline pipe and the laterals, including the golf course lateral.~~

No work is recommended at this time as the majority of the suspected leaking lateral pipes is on private property and is planned to be repaired by the property owner.

### 3.1.8 Harris Lane Service Area

a. Alternative 1:

Alternative 1 would replace the pre-1968 pipe on Orchard Terrace, Front Street and Washington Street. The main from Orchard Street would be rerouted to Washington Street to eliminate the pipe from MH 121 to MH 53. Laterals in the areas to be replaced would also be replaced.

b. Alternative 2:

Alternative 2 would replace the pre-1968 pipe on Orchard Terrace, Front Street and Washington Street. The main from Orchard Street would be rerouted to Washington Street to eliminate the pipe from MH 121 to MH 53. On all 1968 mains, all manholes would be repaired or replaced in the service area and percentage the sewer mains would be repaired (with Cured-in-Place-Pipe (CIPP)) or replaced in the service area. The laterals would be repaired or replaced in this service area. A full cleaning and inspection of the sewer mains and manholes during the preliminary design phase would determine the ability to repair or replace the manholes, sewer mains, and laterals. It is possible that some of these may not require any work.

### 3.1.9 Design Criteria

All work shall be subjected to the design requirements of NYSDEC Design Manual and 10 States Standards.

A final basis of design report will be submitted with the final design plans to show that all design criteria are met.

The flow data used for this report does not line up perfectly for a direct comparison, as the data was taken at different times and under different weather conditions, however, analyzing the data produces the following estimate of reduction of flow for each section.

Per the 2018 flow data, approximately 200,000 GPD (139 GPM) (during the wettest time periods) is estimated to be I&I. The table below shows the estimated totals per service area that can reasonably be removed.

Mill Street/Marina	20 GPM (based on observed flow in MH 37)
Worman	40 GPM (based on flow in .5" rain storm)
Old Arsenal	26 GPM (based on flow from a rain storm & pump hours)
Fire Fly	Negligible
Sisco & Main	10 GPM (based on handheld measurements)
West Main	30 GPM (based on handheld measurements)
Congress & Liberty	5 GPM (based on flow monitoring)
Harris Lane	5 GPM (based on flow monitoring)
Total	136 GPM (196,000 GPD)

### 3.1.10 Map

**Figure 3.10.1:** *Pump Station #1 & Mill Street / Marina Alternatives.*

**Figure 3.10.2:** *Pump Station #2 & Worman Road Alternatives.*

**Figure 3.10.3:** *Pump Station #3 & Old Arsenal Road Alternatives.*

**Figure 3.10.4:** *Pump Station #4 & Fire Fly Lane Alternatives.*

**Figure 3.10.5:** *Sisco and Main Street Alternatives.*

**Figure 3.10.6:** *West Main Street Alternatives.*

**Figure 3.10.7:** *Congress & Liberty Streets Alternatives.*

**Figure 3.10.8:** *Harris Lane Alternatives.*

### 3.1.11 Environmental Impacts

All new construction and replacement activities will temporarily disturb areas. The majority of work will be within paved roads or lawn areas. Impacts to wildlife, endangered species, water bodies, and wetlands are minimal or not present. Moreover, the following may be applicable to these potential construction projects:

- All construction activities must comply with NYSDEC stormwater regulations. Projects disturbing more than one (1) acre will be required to develop a Stormwater Pollution Prevention Plan (SWPPP). Projects less than one (1) acre may still require stormwater protections.
- Soil spoils resulting from construction should be disposed at an approved fill area.
- The Indiana Bat may be present within the project planning areas. Tree cutting restrictions may be applicable to these projects, if habitat is identified during the National Environmental Policy Act (NEPA) review process.

Slip lining and rehabilitating manholes requires minimal ground disturbance.

a. Impacts of No Action Alternatives

The No Action Alternative leaves the Town susceptible to \$37,500/Day fines from NYSDEC for non-compliance with permit requirements. In addition, flows that exceed the permit of the plant can cause operational problems and the potential to release untreated or partially treated sewage into the environment. In addition, the Town will not be allowed to authorize the construction of new service connections, specifically at least 1 hotel. The No Action Alternative does not meet the needs of the Town.

b. General Impacts of Replacement Alternatives

Impacts of the replacement alternatives are relatively minimal and are related to construction activities. Areas where open cut excavation for replacement or repair will have the greatest impact from soil disturbances, however these can be minimized with the proper stormwater controls and restoration. Slip lining of manholes and lining of manholes have minimal impacts, usually limited to truck access to specific areas.

c. Alternative Specific Impacts

The alternatives for the Old Arsenal Road service area relate to the ownership and maintenance of the pump stations for properties. With individual pump stations as proposed in Alternative 1, it is possible for the property owner or the town to pay for the electricity and generally the maintenance of the pump station, the exact mechanism for such shall be determined by the Town Board. A combined pump station as proposed in Alternative 2 is owned and maintained by the Town.

### 3.1.12 Land Requirements

The majority of the sewer mains studied are installed on private land. ~~It is unknown if the Town has easements for these sewer mains. If not, easements will have to be obtained for all sewer mains on private property.~~ According to George Hainer, the current codes enforcement officer, the Town has easements for the sewer lines. A portion of the work may involve replacing individual property laterals. Therefore, temporary construction easements may be required. Alternative 2 for Old Arsenal Road may require the purchase of a small piece of property for the relocated pump station. At this stage in the project, an exact parcel has not been chosen for the pump station. All other work not on private property is in road right of ways.

### 3.1.13 Potential Construction Problems

The main potential construction problem relates to access. As many of the existing sewer mains are located across private property, some off steep slopes, careful consideration will have to be given to access for construction equipment. Rehabilitation by slip lining and manhole lining will minimize the need for disturbance and access. As there are two pump stations that pump into the Marina pump station, any work on that pump station or lines will have to be carefully coordinated.

### 3.1.14 Sustainability Considerations

The following items have been considered for sustainability when evaluating the project planning areas.

a. Water and Energy Efficiency

The replacement or rehabilitation of VCT pipe and manholes will reduce or eliminate I&I, therefore, less wastewater will be discharged to the wastewater treatment plant and resulting in less energy consumption.

## b. Green Infrastructure

The proposed projects utilize traditional replacement, rehabilitation methods, and new construction. Green infrastructure is generally not installed for sanitary sewer applications. However, by reducing I&I at the project planning areas, there will be less frequent SSOs which will protect the environment.

### 3.1.15 Impact on Existing Facilities

There is little difference between the recommended alternatives for the impact on existing facilities. The work, whether replacement or rehabilitation is intended to reduce flows, which will only have a positive impact of downstream sewer mains and/or pump station.

### 3.1.16 Schedule and Constructability

There is little difference between the alternatives for schedule and constructability.

### 3.1.17 Storm and Flood Resiliency

There is little difference between the alternatives for storm and flood resiliency. The majority of the collection system is outside of flood plains. Both alternatives for Old Arsenal pump station remove the infrastructure that is in or near the flood plain, out of the flood plain.

## 3.2 Cost Estimates

Refer to **Table 3.2.1**: *Cost Estimates Comparison*.

## 3.3 Non-Monetary Factors

Where possible, rehabilitation (through slip lining or manhole lining), has been explored which reduces physical impact to the sites. Where rehabilitation is not possible, alternatives involving improving access to the mains and minimizing piping costs have been reviewed.

## 4) SUMMARY & COMPARISON OF ALTERNATIVES

### 4.1 Life Cycle Analysis

Refer to **Table 4.1.1**: *Life Cycle Cost Analysis*.

### 4.2 Alternative Comparison

A matrix to compare the two alternatives for each service area have been developed and are included here:

Refer to **Table 4.2.1**: *Pump Station #1 & Mill Street/Marina Alternative Comparison Matrix*.

Refer to **Table 4.2.2**: *Pump Station #2 & Worman Road Alternative Comparison Matrix*.

Refer to **Table 4.2.3**: *Pump Station #3 & Old Arsenal Road Alternative Comparison Matrix*.

Refer to **Table 4.2.4**: *Pump Station #4 & Fire Fly Lane Alternative Comparison Matrix*.

Refer to **Table 4.2.5**: *Sisco and Main Street Alternative Comparison Matrix*.

Refer to **Table 4.2.6**: *West Main Street Alternative Comparison Matrix*.

Refer to **Table 4.2.7**: ~~*Congress & Liberty Streets Alternative Comparison Matrix*~~.

Refer to **Table 4.2.8**: *Harris Lane Alternative Comparison Matrix*.

## 5) RECOMMENDED ALTERNATIVE

Alternatives have been presented for the eight service areas. An alternative has been recommended for each of these service areas and combined these will form the capital project will be listed on the NYSEFC Intended Use Plan (IUP).

### 5.1 Basis of Selection

#### 5.1.1 Pump Station #1 & Mill Street / Marina

Alternative 1 is selected as it is expected that the majority of the sewer mains can be lined, and the manholes repaired. The internal inspection during schematic/preliminary design will show exactly what sections of main need repair or replacement and what manholes and laterals can be lined and which need replacement. Adding screening to the pump station is recommended with either alternative.

#### 5.1.2 Pump Station #2 & Worman Road Service Area

Alternative 1 is selected as it is expected that the majority of the sewer mains can be lined, and the manholes repaired. The internal inspection during schematic/preliminary design will show exactly what sections of main need repair or replacement and what manholes and laterals can be lined and which need replacement.

#### 5.1.3 Pump Station #3 & Old Arsenal Road Service Area

Alternative 1 is selected because the infrastructure repairs necessary to maintain the gravity collection system and then install a municipal pump station are greater (and therefore more expensive) than installing individual progressive cavity grinder pump stations. As this will require a relatively small number of these pump stations and the force mains can be installed relatively easily, this alternative will allow the Town to eliminate all existing infrastructure and eliminate the I&I from this section.

#### 5.1.4 Pump Station #4 & Fire Fly Lane Service Area

Alternative 1 is selected because the replacement of the electrical box is the main issue with the pump station.

#### 5.1.5 Sisco and Main Street Service Area

Alternative 1 is selected as it is expected that the majority of the sewer mains can be lined, and the manholes repaired. The internal inspection during schematic/preliminary design will show exactly what sections of main need repair or replacement and what manholes and laterals can be lined and which need replacement.

#### 5.1.6 West Main Street Service Area

Alternative 1 is selected as it is expected that the majority of the sewer mains can be lined, and the manholes repaired. The internal inspection during schematic/preliminary design will show exactly what sections of main need repair or replacement and what manholes and laterals can be lined and which need replacement.

#### 5.1.7 Congress & Liberty Streets Service Area Investigation.

Alternative 1 is recommended if the golf course hotel project is implemented and only if the Town is able to secure grant funds to help assist with the project. Otherwise no work is recommended in this area. The existing pipe will likely be needed to support the increased flows from the golf course.

#### 5.1.8 Harris Lane Service Area

Alternate 1 is recommended as these lines are pre-1968 and are poorly located. It is not expected that slip lining and repair will be a viable option. The relocated lines as proposed with Alternate 1 will improve access to the mains.

## 5.2 Project Map

Refer to **Figure 5.2.1**: *Selected Alternatives Overall Map*.

## 5.3 Cost Estimate

The total cost for the recommend project is shown in the first table. Breakdowns of individual project costs are shown in subsequent tables.

Refer to **Table 5.3.1**: *Recommended Alternative Total Project Costs*.

Refer to **Table 5.3.2**: *Pump Station #1 & Mill Street/Marina Alternative 1*.

Refer to **Table 5.3.3**: *Pump Station #2 & Worman Road Alternative 1*.

Refer to **Table 5.3.4**: *Pump Station #3 & Old Arsenal Road Alternative 1*.

Refer to **Table 5.3.5**: *Pump Station #4 & Fire Fly Lane Alternative 1*.

Refer to **Table 5.3.6**: *Sisco and Main Street Alternative 1*.

Refer to **Table 5.3.7**: *West Main Street Alternative 1*.

Refer to **Table 5.3.8**: *Congress & Liberty Streets Alternative 1*.

Refer to **Table 5.3.9**: *Harris Lane Alternative 1*.

Refer to **Table 5.3.10**: *Soft Costs*.

## 5.4 Project Phasing

Projects such as this take considerable funds to complete. Typically, multiple funding agencies are involved. Depending on the type of project, it may be more advantageous to pursue one big project or several smaller projects in a phased manner. The proposed project has been broken into phases to allow the Town to pursue the best funding possible.

Only Phase 1 is recommended at this time to reduce flows and reduce the likelihood of a permit violation. It is possible, and probable, that this work will be successful in accomplishing this goal, however if additional flow reductions prove to be necessary, then the Town can pursue additional phases.

Phase 2 and 3 are only recommended at this time if funds allow but are included here to make them eligible for funding.

The proposed phases are broken down as follows:

### 5.4.1 Phase 1

- Pump Station #1 & Mill Street/Marina
- Pump Station #2 & Worman Road
- Pump Station #3 & Old Arsenal Road

### 5.4.2 Phase 2

- Sisco and Main Street
- West Main Street

#### 5.4.3 Phase 3

- Pump Station #4 & Fire Fly Lane
- ~~Congress & Liberty Streets~~
- Harris Lane

### 5.5 Project Schedule

The proposed project schedule applies to Phase 1 only. The schedule has been developed to allow adequate time to secure financing and properly design and construct the project. The schedule is realistic based on experience with many funding agencies and allows the Town time for resubmissions should an application not be accepted on the first round. Funding applications are generally only available once per year and must be sequenced properly to meet all of the eligibility requirements. It is important to note that the more funding that is secured for Phase 1, the more likely Phases 2 and 3 can be completed.

Refer to **Table 5.5.1**: *Proposed Project Schedule*.

### 5.6 Potential Project Funding

For Phase 1 only, two funding scenarios have been presented, both assume that the Town qualifies for hardship or 0% financing from EFC. This is not a given and must be applied for. Scenario 1 assumes a 25% WIIA grant from EFC and scenario 2 assumes additional grants that the Town may be eligible for.

Refer to **Table 5.6.1**: *Phase 1 Project Financing and User Rates - Funding Scenario 1*.

Refer to **Table 5.6.2**: *Phase 1 Project Financing and User Rates - Funding Scenario 2*.

In order to maintain eligibility for financing of Phases 2 and 3, the same funding scenarios are presented for the project including all three phases.

Refer to **Table 5.6.3**: *Phase 1, 2, & 3 Project Financing and User Rates - Funding Scenario 1*.

Refer to **Table 5.6.4**: *Phase 1, 2, & 3 Project Financing and User Rates - Funding Scenario 2*.

### 5.7 Sustainability Considerations

This project focuses on an existing sanitary sewer system, there are not a lot of options for changing the system for sustainability purposes, however the goal of the project is to reduce I&I. This by its nature promotes sustainability as it reduces the energy needed to pump and treat wastewater.

### 5.8 Next Steps

The next steps in the funding process include listing the project on NYSEFC's IUP in the summer of 2019.

It is recommended that the first step in design process is to hire a sewer main cleaning firm to inspect the sewer mains. From this the final scope of work (rehab or replacement) can be determined.

This report is considered a preliminary engineering report and is intended to be approvable for financing. A formal basis of design report will be required to be submitted for approval along with drawing and specification submissions.

### 5.9 Attached Signed Engineering Report Certification



Refer to **Appendix M:** *Engineering Report Certification*.

#### 5.10 Attached Signed Smart Growth Assessment

Refer to **Appendix N:** *Smart Growth Assessment*.

## 6) FIGURES

Figure 2.2.1: *General Location Map*

Figure 2.2.2: *APA Land Use*

Figure 2.2.3: *NYS DOT Scenic Byways*

Figure 2.2.3A: *Zoning Map*

Figure 2.2.4: *USGS Topography*

Figure 2.2.5: *USDA Soil Map*

Figure 2.2.6: *USDA Hydrologic Soil Group*

Figure 2.2.7: *USDA Depth to Soil Restrictive Features*

Figure 2.2.7A: *USDA Depth to Water Table*

Figure 2.2.8: *APA & DEC Wetlands*

Figure 2.2.9: *NYS DEC Environmental Resource Mapper*

Figure 2.2.10: *USFWS IPAC System Trust Resources*

Figure 2.2.11: *USFWS Bat Fact Sheets*

Figure 2.2.12: *FEMA Flood Hazard*

Figure 2.3.1: *Sewer District #1 Boundary Map*

Figure 2.4.1: *2016 Daily Average Flow Data*

Figure 2.4.1a: *Flow Meter Locations*

Figure 2.4.2: *2016 Daily Average Flow Data with Precipitation Totals*

Figure 2.4.3: *2017 Daily Average Flow Data*

Figure 2.4.4: *2017 Daily Average Flow Data with Precipitation Totals*

Figure 2.4.5: *2018 Daily Average Flow Data*

Figure 2.4.6: *2018 Daily Average Flow Data with Precipitation Totals*

Figure 2.4.7: *Existing Sewer*

Figure 2.4.8: *Pump Station #1 Service Area*

Figure 2.4.9: *Pump Station #2 Service Area*

Figure 2.4.10: *Pump Station #3 Service Area*

Figure 2.4.11: *Pump Station #4 Service Area*

Figure 2.4.12: *Sisco & Main Service Area*

Figure 2.4.13: *West Main Service Area*

Figure 2.4.14: *Congress & Liberty Service Area*

Figure 2.4.15: *Harris Lane Service Area*

Figure 3.10.1: *Pump Station #1 & Mill Street / Marina Alternatives*

Figure 3.10.2: *Pump Station #2 & Worman Road Alternatives*

Figure 3.10.3: *Pump Station #3 & Old Arsenal Road Alternatives*

Figure 3.10.4: *Pump Station #4 & Fire Fly Lane Alternatives*

Figure 3.10.5: *Sisco and Main Street Alternatives*

Figure 3.10.6: *West Main Street Alternatives*

~~Figure 3.10.7: *Congress & Liberty Streets Alternatives*~~

Figure 3.10.8: *Harris Lane Alternatives*

Figure 5.2.1: *Selected Alternatives Overall Map*

## 7) TABLES

Table 2.5.1: *Vacant Lots Classification*

Table 2.5.2: *Hamlet Expansion*

Table 3.2.1: *Cost Estimates Comparison*

Table 4.1.1: *Life Cycle Cost Analysis*

Table 4.2.1: *Pump Station #1 & Mill Street/Marina Alternative Comparison Matrix*

Table 4.2.2: *Pump Station #2 & Worman Road Alternative Comparison Matrix*

Table 4.2.3: *Pump Station #3 & Old Arsenal Road Alternative Comparison Matrix*

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Table 4.2.5: *Sisco and Main Street Alternative Comparison Matrix*

Table 4.2.6: *West Main Street Alternative Comparison Matrix*

~~Table 4.2.7: *Congress & Liberty Streets Alternative Comparison Matrix*~~

Table 4.2.8: *Harris Lane Alternative Comparison Matrix*

Table 5.3.1: *Recommended Alternative Total Project Costs*

Table 5.3.2: *Pump Station #1 & Mill Street/Marina Alternative 1*

Table 5.3.3: *Pump Station #2 & Worman Road Alternative 1*

Table 5.3.4: *Pump Station #3 & Old Arsenal Road Alternative 1*

Table 5.3.5: *Pump Station #4 & Fire Fly Lane Alternative 1*

Table 5.3.6: *Sisco and Main Street Alternative 1*

Table 5.3.7: *West Main Street Alternative 1*

~~Table 5.3.8: *Congress & Liberty Streets Alternative 1*~~

Table 5.3.9: *Harris Lane Alternative 1*

Table 5.3.10: *Soft Costs*

Table 5.5.1: *Proposed Project Schedule*

Table 5.6.1: *Phase 1 Project Financing and User Rates - Funding Scenario 1*

Table 5.6.2: *Phase 1 Project Financing and User Rates - Funding Scenario 2*

Table 5.6.3: *Phase 1, 2, & 3 Project Financing and User Rates - Funding Scenario 1*

Table 5.6.4: *Phase 1, 2, & 3 Project Financing and User Rates - Funding Scenario 2*

## 8) APPENDICES

Appendix A: *Relevant Documents*

Appendix B: *Existing Report*

Appendix C: *Pump Station #1 & Mill Street/Marina Service Area Investigation*

Appendix D: *Pump Station #2 & Worman Road Service Area Investigation*

Appendix E: *Pump Station #3 & Old Arsenal Road Service Area Investigation*

Appendix F: *Pump Station #4 & Fire Fly Lane Service Area Investigation*

Appendix G: *Sisco and Main Street Service Area Investigation*

Appendix H: *West Main Street Service Area Investigation*

Appendix I: *Congress & Liberty Streets Service Area Investigation*

Appendix J: *Harris Lane Service Area Investigation*

Appendix K: *Hamlet Expansion Documentation*

Appendix L: *Sewer District Financial Information*

Appendix M: *Engineering Report Certification*

Appendix N: *Smart Growth Assessment*



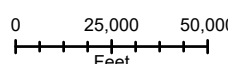
 Site Location

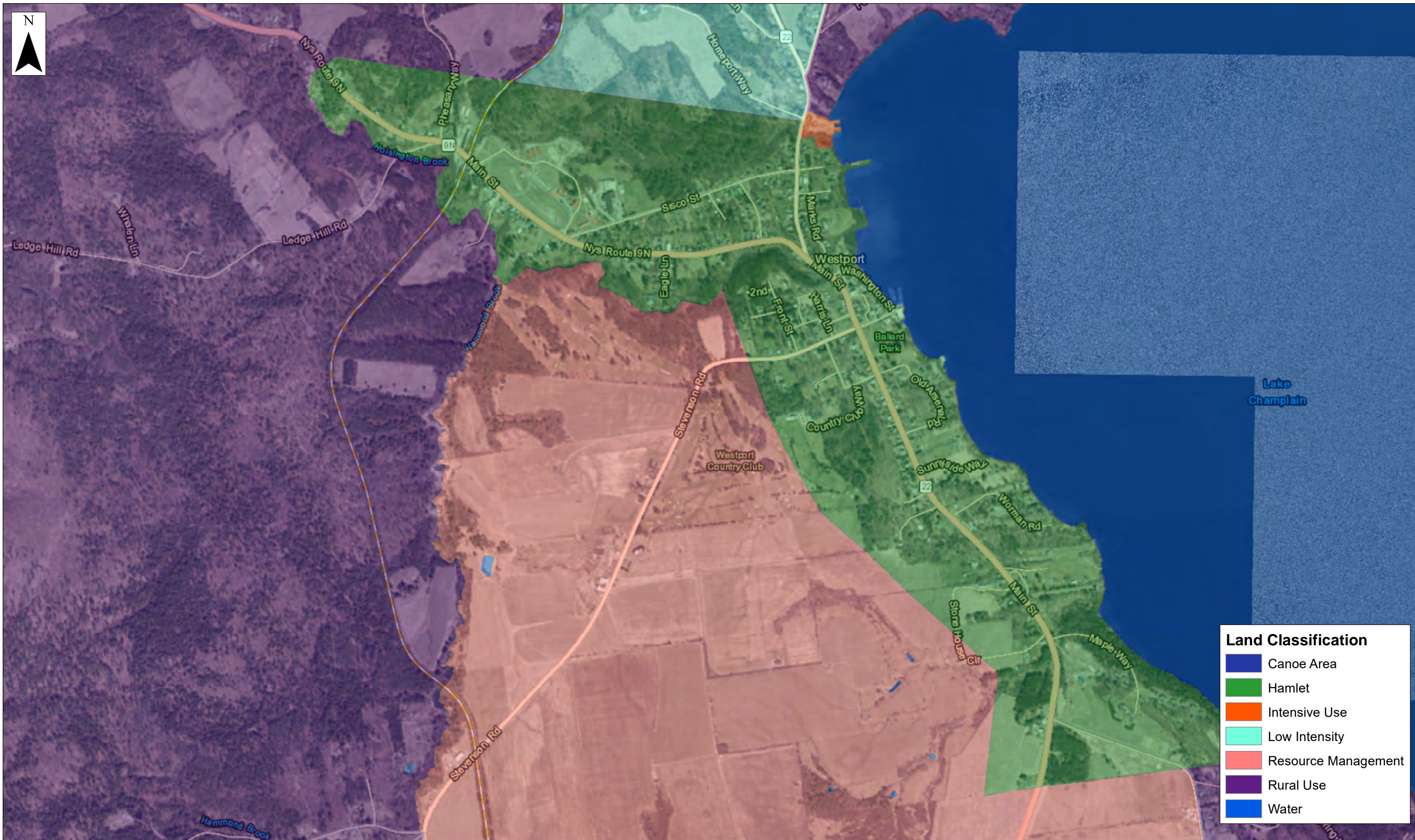
**Figure 2.2.1 General Location Map**  
Town of Westport in Essex County NY

4524  
Westport(T)  
I&I Study

Notes:  
1. Aerial photography is from on-line orthoimagery provided by ESRI ArcMap program.  
2. Tax map parcel numbers, parcel lines, and owner names are from AES's version of the 2018 County GIS shapefile. Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GISW shapefile.  
Tax map lines do not accurately depict the true location of property lines. For accurate determination of the location of property lines, consult a Land Surveyor licensed by the State of New York.

1 inch = 50,000 feet





**Land Classification**

- Canoe Area
- Hamlet
- Intensive Use
- Low Intensity
- Resource Management
- Rural Use
- Water

**Figure 2.2.2: APA Land Use**  
Adirondack Park Association Classified Land Use

4524  
Westport(T)  
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**Scenic Byways**  
 — Lakes to Locks Passage

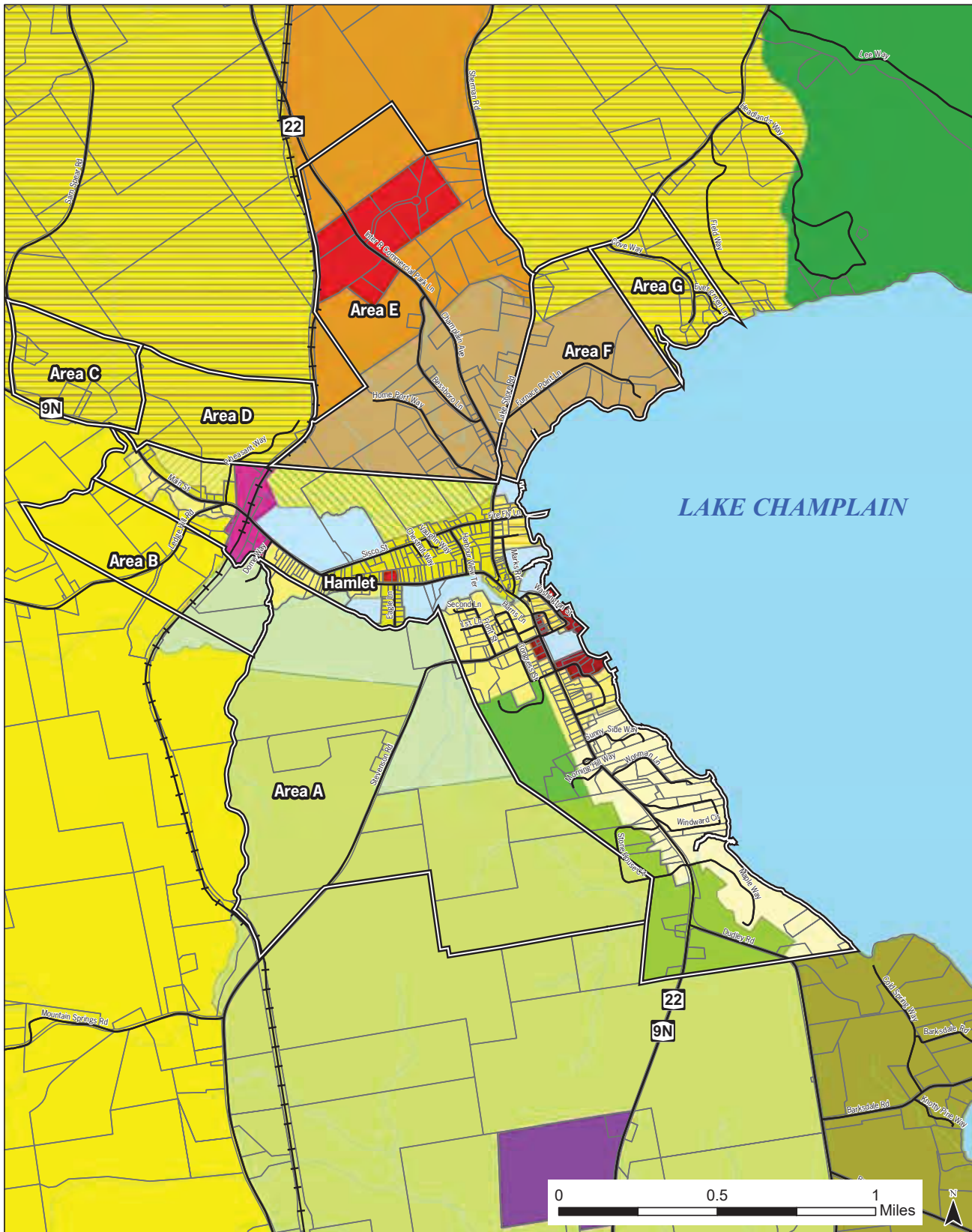
**Figure 2.2.3: NYSDOT Scenic Byways**  
 NYS Department of Transportation Scenic Byways Routes

4524  
 Westport(T)  
 I&I Study

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1 inch = 1,500 feet  
 0 790 1,580  
 Feet





**WESTPORT, NY**  
**WESTPORT HAMLET STUDY AREA**  
**CURRENT ZONING**

March 2010

KEY	
Zoning District	RR 8.5 S
AL	RR- 5 COMM, IND
COMM IND	V-BUS
FL	V-FAC
LM/C	V-IND
LR	V-MGT
RR 5	V-RES I
RR 8.5 N	V-RES II
	V-RES II (t)
	V-RES II (t)(a)
	V-RES II PD (a)
	V-RES II PD (cc)
	V-RES III
	VG-REC
	VG-RES
	water

PROJECT # 2010 - 10005 - Copyright © 2010 Saratoga Associates. All Rights Reserved.  
 This map is computer generated using data acquired by Saratoga Associates from various sources and is intended only for reference, conceptual planning and presentation purposes. This map is not intended for and should not be used to establish boundaries, property lines, location of objects or to provide any other information typically needed for construction or any other purpose when engineered plans or Inad surveys are required.  
 File Location: B:\2010\10005\Maps\WestportHamletZoning.mxd

**SARATOGA ASSOCIATES**

Landscape Architects, Architects, Engineers, and Planners, P.C.  
 New York City • Saratoga Springs • Syracuse

**FIGURE 2.2.3A**  
**ZONING MAP**

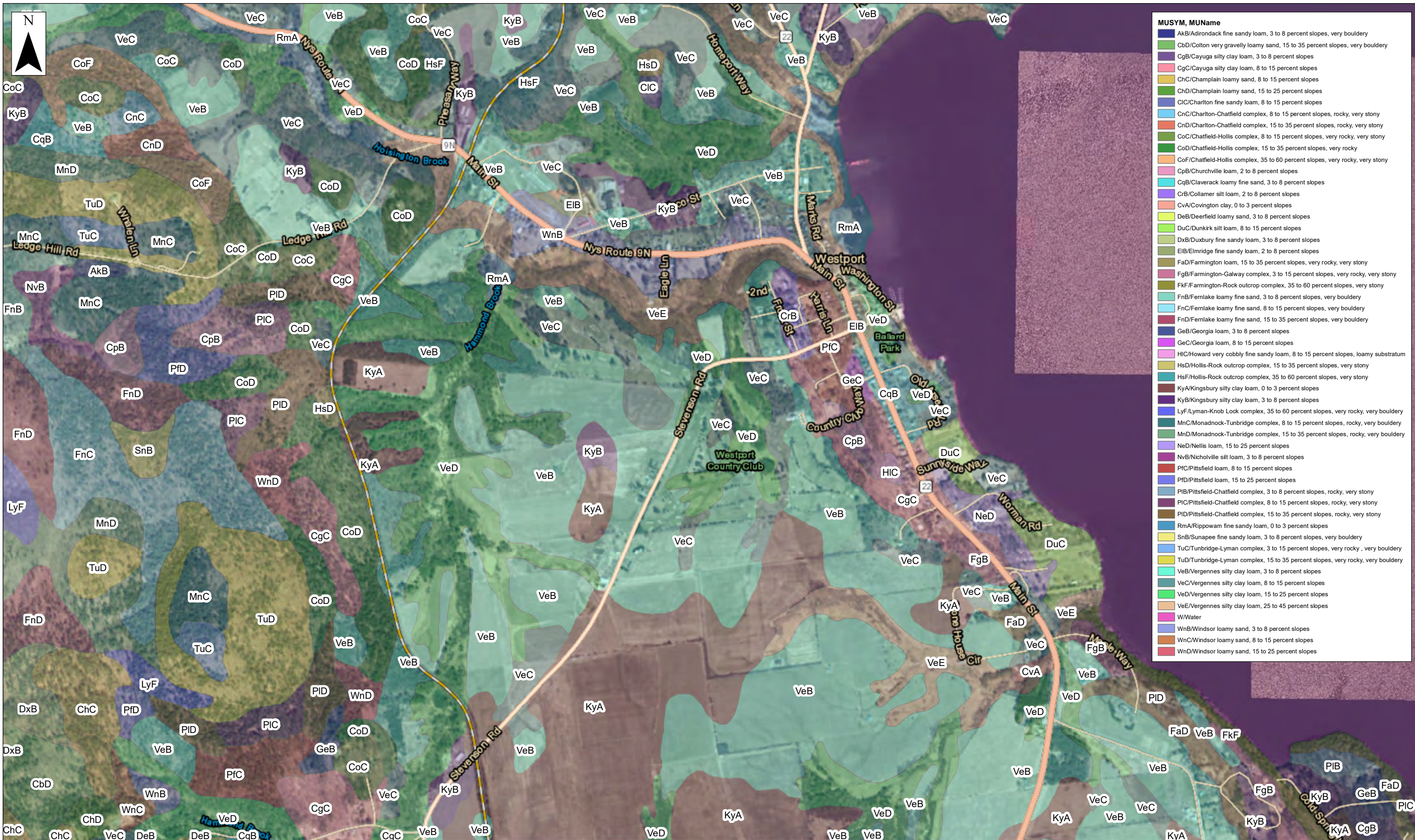


**Figure 2.2.4: USGS Topography**  
 USGS Digital Map Series

4524  
 Westport(T)  
 I&I Study

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1 inch = 1,500 feet  
 0 790 1,580  
 Feet



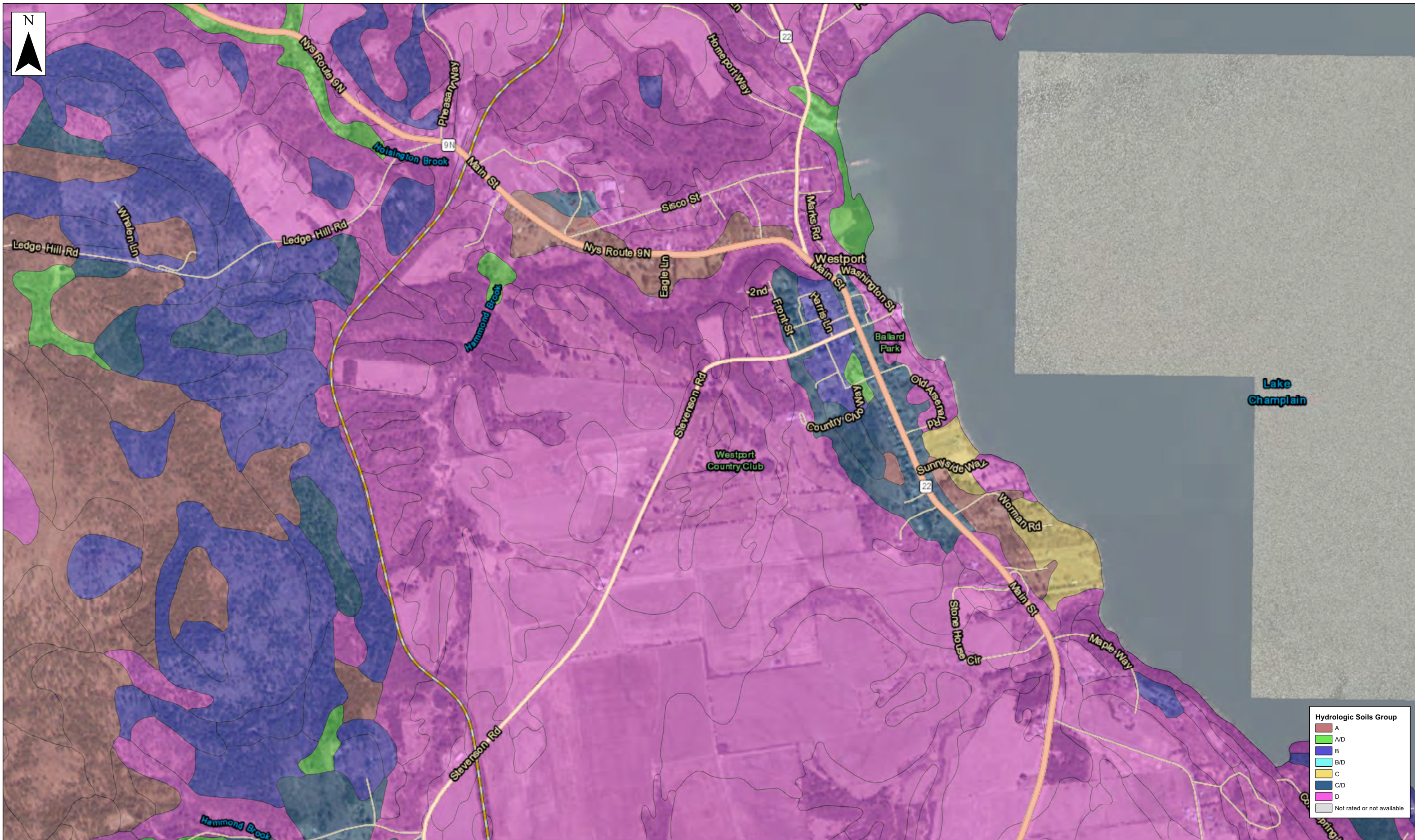
**MUSYM, MUName**

- AkB/Adirondack fine sandy loam, 3 to 8 percent slopes, very bouldery
- CbD/Colton very gravely loamy sand, 15 to 35 percent slopes, very bouldery
- CgB/Cayuga silty clay loam, 3 to 8 percent slopes
- CgC/Cayuga silty clay loam, 8 to 15 percent slopes
- ChC/Champlain loamy sand, 8 to 15 percent slopes
- ChD/Champlain loamy sand, 15 to 25 percent slopes
- CiC/Charlton fine sandy loam, 8 to 15 percent slopes
- CnC/Charlton-Chatfield complex, 8 to 15 percent slopes, rocky, very stony
- CnD/Charlton-Chatfield complex, 15 to 35 percent slopes, rocky, very stony
- CoC/Chatfield-Hollis complex, 8 to 15 percent slopes, very rocky, very stony
- CoD/Chatfield-Hollis complex, 15 to 35 percent slopes, very rocky
- CoF/Chatfield-Hollis complex, 35 to 60 percent slopes, very rocky, very stony
- CpB/Churchville loam, 2 to 8 percent slopes
- CqB/Claverack loamy fine sand, 3 to 8 percent slopes
- CrB/Collamer silt loam, 2 to 8 percent slopes
- CvA/Covington clay, 0 to 3 percent slopes
- DeB/Deerfield loamy sand, 3 to 8 percent slopes
- DuC/Dunkirk silt loam, 8 to 15 percent slopes
- DxB/Duxbury fine sandy loam, 3 to 8 percent slopes
- EiB/Elmridge fine sandy loam, 2 to 8 percent slopes
- FaD/Farmington loam, 15 to 35 percent slopes, very rocky, very stony
- FgB/Farmington-Galway complex, 3 to 15 percent slopes, very rocky, very stony
- FkF/Farmington-Rock outcrop complex, 35 to 60 percent slopes, very stony
- FnB/Ferriake loamy fine sand, 3 to 8 percent slopes, very bouldery
- FnC/Ferriake loamy fine sand, 8 to 15 percent slopes, very bouldery
- FnD/Ferriake loamy fine sand, 15 to 35 percent slopes, very bouldery
- GeB/Georgia loam, 3 to 8 percent slopes
- GeC/Georgia loam, 8 to 15 percent slopes
- HIC/Howard very cobbly fine sandy loam, 8 to 15 percent slopes, loamy substratum
- HsD/Hollis-Rock outcrop complex, 15 to 35 percent slopes, very stony
- HsF/Hollis-Rock outcrop complex, 35 to 60 percent slopes, very stony
- KyA/Kingsbury silty clay loam, 0 to 3 percent slopes
- KyB/Kingsbury silty clay loam, 3 to 8 percent slopes
- LyF/Lyman-Knob Lock complex, 35 to 60 percent slopes, very rocky, very bouldery
- MnC/Monadnock-Tunbridge complex, 8 to 15 percent slopes, rocky, very bouldery
- MnD/Monadnock-Tunbridge complex, 15 to 35 percent slopes, rocky, very bouldery
- NeD/Nellis loam, 15 to 25 percent slopes
- NvB/Nicholville silt loam, 3 to 8 percent slopes
- PiC/Pittsfield loam, 8 to 15 percent slopes
- PiD/Pittsfield loam, 15 to 25 percent slopes
- PiB/Pittsfield-Chatfield complex, 3 to 8 percent slopes, rocky, very stony
- PiC/Pittsfield-Chatfield complex, 8 to 15 percent slopes, rocky, very stony
- PiD/Pittsfield-Chatfield complex, 15 to 35 percent slopes, rocky, very stony
- RmA/Rippowam fine sandy loam, 0 to 3 percent slopes
- SnB/Sunapee fine sandy loam, 3 to 8 percent slopes, very bouldery
- TuC/Tunbridge-Lyman complex, 3 to 15 percent slopes, very rocky, very bouldery
- TuD/Tunbridge-Lyman complex, 15 to 35 percent slopes, very rocky, very bouldery
- VeB/Vergennes silty clay loam, 3 to 8 percent slopes
- VeC/Vergennes silty clay loam, 8 to 15 percent slopes
- VeD/Vergennes silty clay loam, 15 to 25 percent slopes
- VeE/Vergennes silty clay loam, 25 to 45 percent slopes
- WWater
- WnB/Windsor loamy sand, 3 to 8 percent slopes
- WnC/Windsor loamy sand, 8 to 15 percent slopes
- WnD/Windsor loamy sand, 15 to 25 percent slopes

**Figure 2.2.5 USDA Soils**  
USDA Soils Map of Westport and their Descriptions

4524  
Westport(T)  
I&I Study

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Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GIS shapefile.  
Tax map lines do not accurately depict the true location of property lines. For accurate determination of the location of property lines, consult a Land Surveyor licensed by the State of New York.



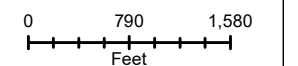
Hydrologic Soils Group	
<span style="color: brown;">■</span>	A
<span style="color: green;">■</span>	A/D
<span style="color: blue;">■</span>	B
<span style="color: cyan;">■</span>	B/D
<span style="color: yellow;">■</span>	C
<span style="color: darkblue;">■</span>	C/D
<span style="color: magenta;">■</span>	D
<span style="color: grey;">■</span>	Not rated or not available

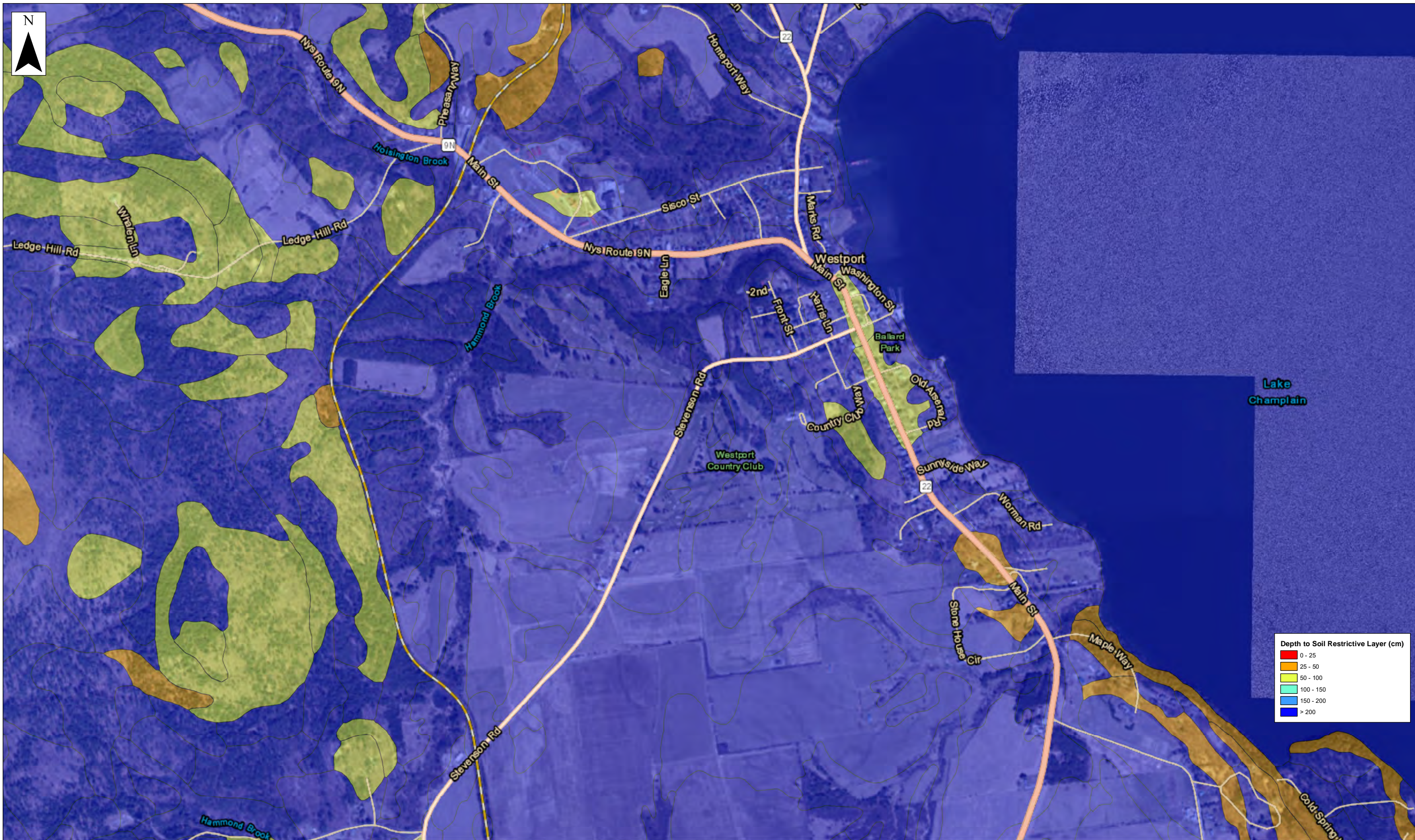
**Figure 2.2.6: USDA Hydrologic Soils Group**  
USDA Soils Map of Westport and their Hydrologic Soils Groups

4524  
Westport(T)  
I&I Study

Notes:  
1. Aerial photography is from on-line orthoimagery provided by ESRI ArcMap program.  
2. Tax map parcel numbers, parcel lines, and owner names are from AES's version of the 2016 County GIS shapefile. Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GISW shapefile.  
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1 inch = 1,500 feet





Lake Champlain

**Depth to Soil Restrictive Layer (cm)**

- 0 - 25
- 25 - 50
- 50 - 100
- 100 - 150
- 150 - 200
- > 200

**Figure 2.2.7 Depth to Soil Restrictive Features**  
USDA Soils Map of Westport and the Depth to Any Restrictive Features

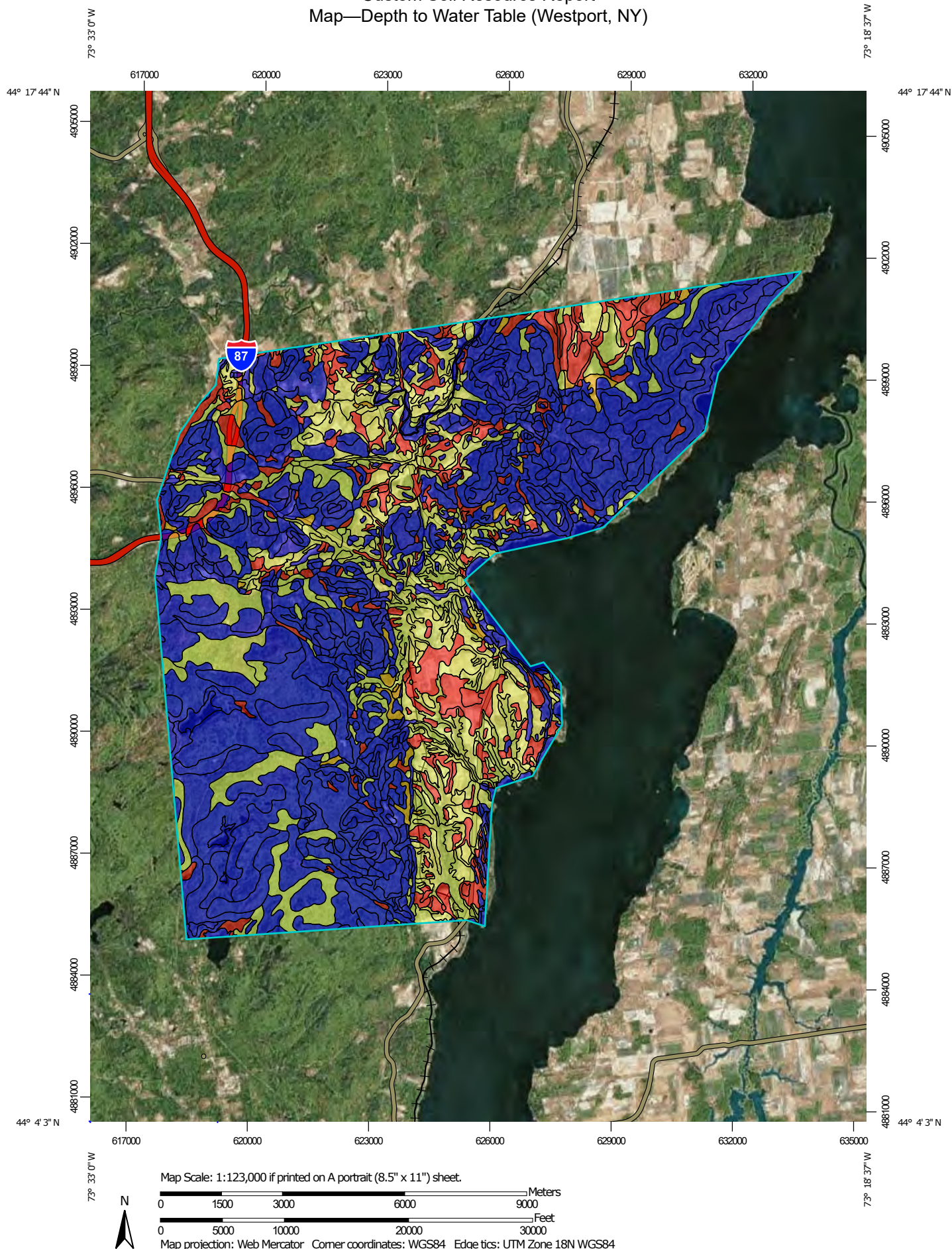
4524  
Westport(T)  
I&I Study

Notes:  
1. Aerial photography is from on-line orthoimagery provided by ESRI ArcMap program.  
2. Tax map parcel numbers, parcel lines, and owner names are from AES's version of the 2018 County GIS shapefile. Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GISW shapefile.  
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1 inch = 1,500 feet

0 790 1,580  
Feet

### Custom Soil Resource Report Map—Depth to Water Table (Westport, NY)










### MAP LEGEND








**Area of Interest (AOI)**  
 Area of Interest (AOI)

**Soils**







**Soil Rating Polygons**


-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200
-  Not rated or not available

**Soil Rating Lines**






-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200
-  Not rated or not available


**Soil Rating Points**


-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200

**Water Features**  
 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**  
 Aerial Photography

 Not rated or not available

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Essex County, New York  
 Survey Area Data: Version 16, Sep 3, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 28, 2012—Mar 29, 2017

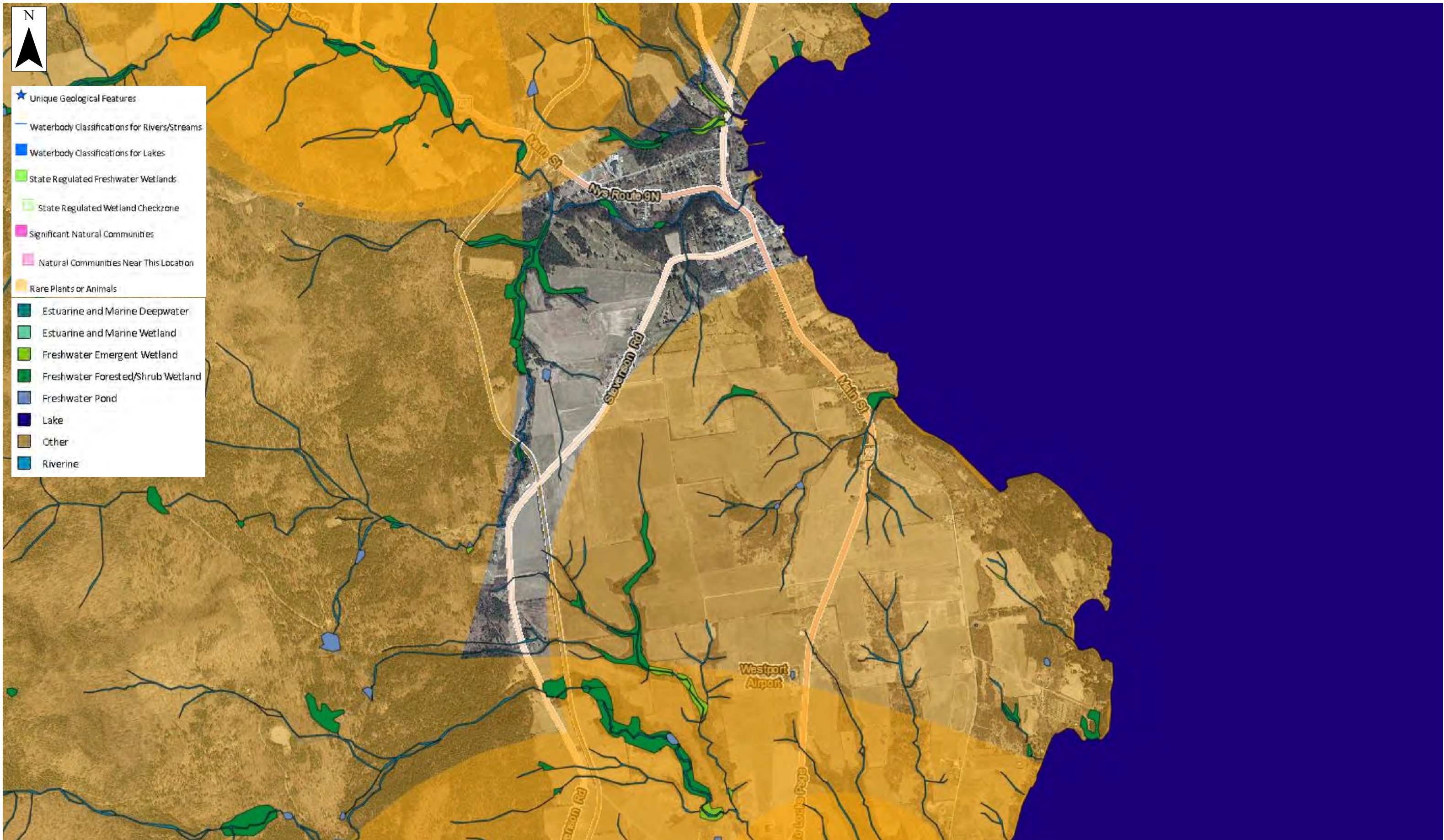
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



DEC Wetlands	
[Red Box]	Estuarine and Marine Deepwater
[Blue Box]	Estuarine and Marine Wetland
[Light Blue Box]	Freshwater Emergent Wetland
[Yellow Box]	Freshwater Forested/Shrub Wetland
[Light Green Box]	Freshwater Pond
[Dark Blue Box]	Lake
[Light Green Box]	Other
[Orange Box]	Riverine
APA Wetlands	
[Pink Box]	APA Open Water

Notes:  
1. Aerial photography is from on-line orthoimagery provided by ESRI ArcMap program.  
2. Tax map parcel numbers, parcel lines, and owner names are from AES's version of the 2018 County GIS shapefile. Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GISW shapefile.  
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- ★ Unique Geological Features
- Waterbody Classifications for Rivers/Streams
- Waterbody Classifications for Lakes
- State Regulated Freshwater Wetlands
- State Regulated Wetland Checkzone
- Significant Natural Communities
- Natural Communities Near This Location
- Rare Plants or Animals
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

**Figure 2.2.9 NYSDEC Environmental Resource Mapper**  
Based on Information from NYSDEC Website

**4524  
Westport(T)  
I&I Study**

Notes:  
1. Aerial photography is from on-line orthoimagery provided by ESRI ArcMap program.  
2. Tax map parcel numbers, parcel lines, and owner names are from AES's version of the 2018 County GIS shapefile. Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GISW shapefile.  
Tax map lines do not accurately depict the true location of property lines. For accurate determination of the location of property lines, consult a Land Surveyor licensed by the State of New York.

# IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

## Location

Essex County, New York



## Local office

New York Ecological Services Field Office

☎ (607) 753-9334

📠 (607) 753-9699

3817 Luker Road  
Cortland, NY 13045-9385

<http://www.fws.gov/northeast/nyfo/es/section7.htm>

# Endangered species

**This resource list is for informational purposes only and does not constitute an analysis of project level impacts.**

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population, even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species<sup>1</sup> and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries<sup>2</sup>).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information.
2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

## Mammals

NAME

STATUS

**Indiana Bat** *Myotis sodalis*

Endangered

There is **final** critical habitat for this species. Your location is outside the critical habitat.

<https://ecos.fws.gov/ecp/species/5949>

**Northern Long-eared Bat** *Myotis septentrionalis*

Threatened

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/9045>

## Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

## Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act<sup>1</sup> and the Bald and Golden Eagle Protection Act<sup>2</sup>.

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern <http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>
- Measures for avoiding and minimizing impacts to birds <http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>
- Nationwide conservation measures for birds <http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the

Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME

BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)

**Bald Eagle** *Haliaeetus leucocephalus*

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

<https://ecos.fws.gov/ecp/species/1626>

Breeds Dec 1 to Aug 31

**Black-billed Cuckoo** *Coccyzus erythrophthalmus*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/9399>

Breeds May 15 to Oct 10

**Bobolink** *Dolichonyx oryzivorus*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 20 to Jul 31

**Dunlin** *Calidris alpina arctica*

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Breeds elsewhere

**Eastern Whip-poor-will** *Antrostomus vociferus*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 1 to Aug 20

**Golden Eagle** *Aquila chrysaetos*

Breeds Jan 1 to Aug 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

<https://ecos.fws.gov/ecp/species/1680>

**Golden-winged Warbler** *Vermivora chrysoptera*

Breeds May 1 to Jul 20

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/8745>

**Semipalmated Sandpiper** *Calidris pusilla*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

**Snowy Owl** *Bubo scandiacus*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

**Wood Thrush** *Hylocichla mustelina*

Breeds May 10 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

## Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

### Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted

Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is  $0.25/0.25 = 1$ ; at week 20 it is  $0.05/0.25 = 0.2$ .

3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

### Breeding Season (🟡)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

### Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

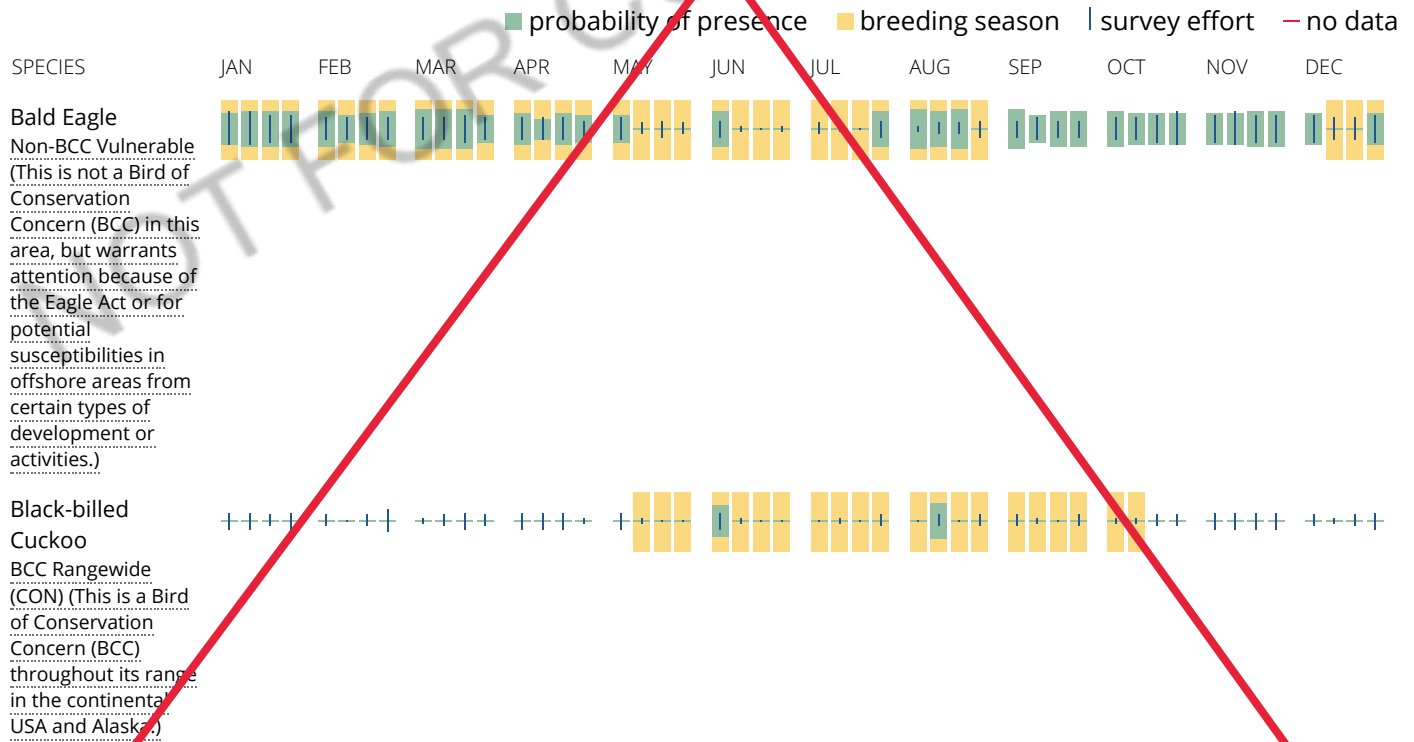
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

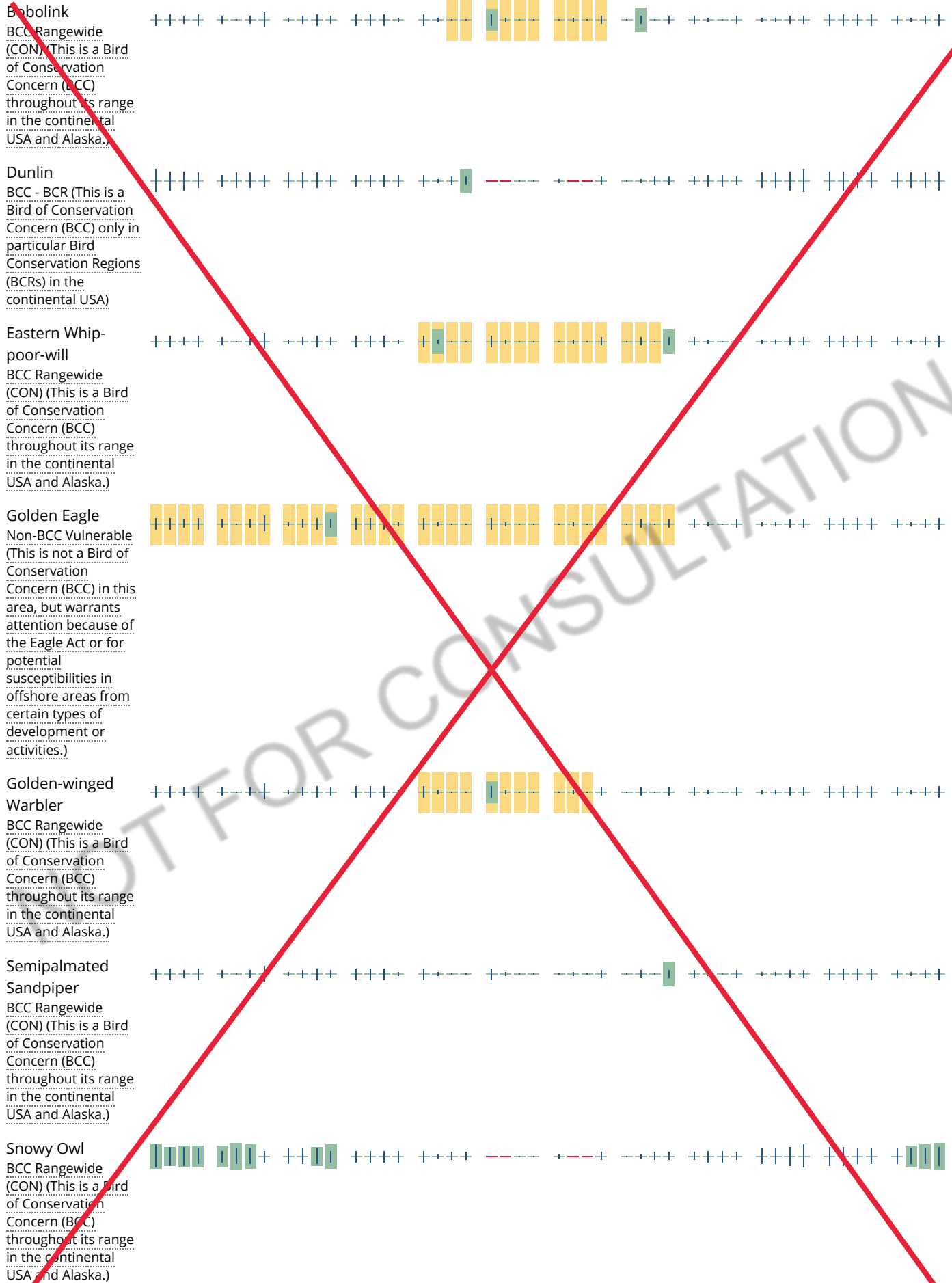
### No Data (-)

A week is marked as having no data if there were no survey events for that week.

### Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.





NOT FOR CONSULTATION



Wood Thrush  
 BCC Rangeland  
 (CON) This is a Bird  
 of Conservation  
 Concern (BCC)  
 throughout its range  
 in the continental  
 USA and Alaska.



**Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.**

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) and/or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

**What does IPaC use to generate the migratory birds potentially occurring in my specified location?**

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [E-bird Explore Data Tool](#).

**What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?**

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

**How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?**

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: [The Cornell Lab of Ornithology All About Birds Bird Guide](#), or (if you are unsuccessful in locating the bird of interest there), the [Cornell Lab of Ornithology Neotropical Birds guide](#). If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

**What are the levels of concern for migratory birds?**

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

### Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [panotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

### What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

### Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

## Facilities

## National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

## Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

## Wetlands in the National Wetlands Inventory

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

WETLAND INFORMATION IS NOT AVAILABLE AT THIS TIME

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the [NWI map](#) to view wetlands at this location.

### Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery, thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

### Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters.

Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

#### **Data precautions**

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

NOT FOR CONSULTATION



## U.S. Fish & Wildlife Service

### Threatened and Endangered Species

Figure 2.2.11  
USFWS Bat Fact Sheets

## Indiana Bat (*Myotis sodalis*)

The Indiana bat is an endangered species. Endangered species are animals and plants that are in danger of becoming extinct. Threatened species are those that are likely to become endangered in the foreseeable future. Identifying, protecting, and restoring endangered and threatened species are primary objectives of the U.S. Fish and Wildlife Service's endangered species program.

### What is the Indiana Bat?

#### Description

The scientific name of the Indiana bat is *Myotis sodalis* and it is an accurate description of the species. *Myotis* means "mouse ear" and refers to the relatively small, mouse-like ears of the bats in this group. *Sodalis* is the Latin word for "companion." The Indiana bat is a very social species; large numbers cluster together during hibernation. The species is called the Indiana bat because the first specimen described to science in 1928 was based on a specimen found in southern Indiana's Wyandotte Cave in 1904.

The Indiana bat is quite small, weighing only one-quarter of an ounce (about the weight of three pennies). In flight, it has a wingspan of 9 to 11 inches. The fur is dark-brown to black. The Indiana bat is similar in appearance to many other related species. Biologists can distinguish it from similar species by comparing characteristics such as the structure of the foot and color variations in the fur.

#### Habitat

Indiana bats hibernate during winter in caves or, occasionally, in abandoned mines. For hibernation, they require cool, humid caves with stable temperatures, under 50° F but above freezing. Very few caves within the range of the species have these conditions.



Photo by Rich Fields

*Indiana bats eat up to half their body weight in insects each night.*

Hibernation is an adaptation for survival during the cold winter months when no insects are available for bats to eat. Bats must store energy in the form of fat before hibernating. During the six months of hibernation the stored fat is their only source of energy. If bats are disturbed or cave temperatures increase, more energy is needed and hibernating bats may starve.

After hibernation, Indiana bats migrate to their summer habitat in wooded areas where they usually roost under loose tree bark on dead or dying trees. During summer, males roost alone or in small groups, while females roost in larger groups of up to 100 bats or more. Indiana bats also forage in or along the edges of forested areas.

#### Reproduction

Indiana bats mate during fall before they enter caves to hibernate. Females store the sperm through winter and become pregnant in spring soon after they emerge from the caves.

After migrating to their summer areas, females roost under the peeling bark of dead and dying trees in groups of up to 100 or more. Such groups are called maternity colonies. Each female in the colony gives birth to only one pup per year. Young bats are nursed by the mother, who leaves the roost tree only to forage for food. The young stay with the maternity colony throughout their first summer.

#### Feeding Habits

Indiana bats eat a variety of flying insects found along rivers or lakes and in uplands. Like all insect-eating bats, they benefit people by consuming insects that are considered pests or otherwise harmful to humans. Their role in insect control is not insignificant – Indiana bats eat up to half their body weight in insects each night.

#### Range

Indiana bats are found over most of the eastern half of the United States. Almost half of all Indiana bats (207,000

in 2005) hibernate in caves in southern Indiana. In 2005, other states which supported populations of over 40,000 included Missouri (65,000), Kentucky (62,000), Illinois (43,000) and New York (42,000). Other states within the current range of the Indiana bat include Alabama, Arkansas, Connecticut, Iowa, Maryland, Michigan, New Jersey, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Vermont, Virginia, West Virginia. The 2005 population estimate is about 457,000 Indiana bats, half as many as when the species was listed as endangered in 1967.

## **Why is the Indiana Bat Endangered?**

### ***Human Disturbance***

Indiana bats, because they hibernate in large numbers in only a few caves, are extremely vulnerable to disturbance. During hibernation, they cluster in groups of up to 500 per square foot. Since the largest hibernation caves support from 20,000 to 50,000 bats, it is easy to see how a large part of the total population can be affected by a single event. Episodes of large numbers of Indiana bat deaths have occurred due to human disturbance during hibernation.

### ***Cave Commercialization and Improper Gating***

The commercialization of caves – allowing visitors to tour caves during hibernation – drives bats away. Changes in the structure of caves, such as blocking an entrance, can change the temperature in a cave. A change of even a few degrees can make a cave unsuitable for hibernating bats. Some caves are fitted with gates to keep people out, but improper gating that prevents access by bats or alters air flow, temperature, or humidity can also be harmful. Properly constructed gates are beneficial because they keep people from disturbing hibernating bats while maintaining temperature and other requirements and allowing access for bats.

### ***Summer Habitat Loss or Degradation***

Indiana bats use trees as roosting and foraging sites during summer months.

Loss and fragmentation of forested habitats can affect bat populations.

### ***Pesticides and Environmental Contaminants***

Insect-eating bats may seem to have an unlimited food supply, but in local areas, insects may not be plentiful because of pesticide use. This can also affect the quality of the bats' food supply. Many scientists believe that population declines occurring today might be due, in part, to pesticides and environmental contaminants. Bats may be affected by eating contaminated insects, drinking contaminated water, or absorbing the chemicals while feeding in areas that have been recently treated.

## **What is Being Done to Prevent Extinction of the Indiana Bat?**

### ***Listing***

Prompted by declining populations caused by disturbance of bats during hibernation and modification of hibernacula, the Indiana bat was listed in 1967 as "in danger of extinction" under the Endangered Species Preservation Act of 1966. It is listed as "endangered" under the current Endangered Species Act of 1973. Listing under the Endangered Species Act protects the Indiana bat from take (harming, harassing, killing) and requires Federal agencies to work to conserve it.

### ***Recovery Plan***

The Endangered Species Act requires that recovery plans be prepared for all listed species. The U.S. Fish and Wildlife Service developed a recovery plan for the Indiana bat in 1983 and is now revising that Plan. The recovery plan describes actions needed to help the bat recover.

### ***Habitat Protection***

Public lands like National Wildlife Refuges, military areas, and U.S. Forest Service lands are managed for Indiana bats by protecting forests. This means ensuring that there are the size and species of trees needed by Indiana bats for roosting; and providing a supply of dead and dying trees that can be used as roost sites. In addition, caves used for hibernation are managed to

maintain suitable conditions for hibernation and eliminate disturbance.

### ***Education and Outreach***

Understanding the important role played by Indiana bats is a key to conserving the species. Helping people learn more about the Indiana bat and other endangered species can lead to more effective recovery efforts.

**U.S. Fish & Wildlife Service**  
**1 Federal Drive**  
**Fort Snelling, Minnesota 55111**  
**612/713-5350**  
**<http://www.fws.gov/midwest/endangered>**

**December 2006**



Architecture, Engineering, and Land Surveying Northeast, PLLC  
 10-12 City Hall Place, Plattsburgh, NY 12901

# Town of Westport Sewer District #1 Collection System Evaluation Appendix E FIGURE 2.2.12 FEMA FLOOD HAZARD

## FEMA FIRM

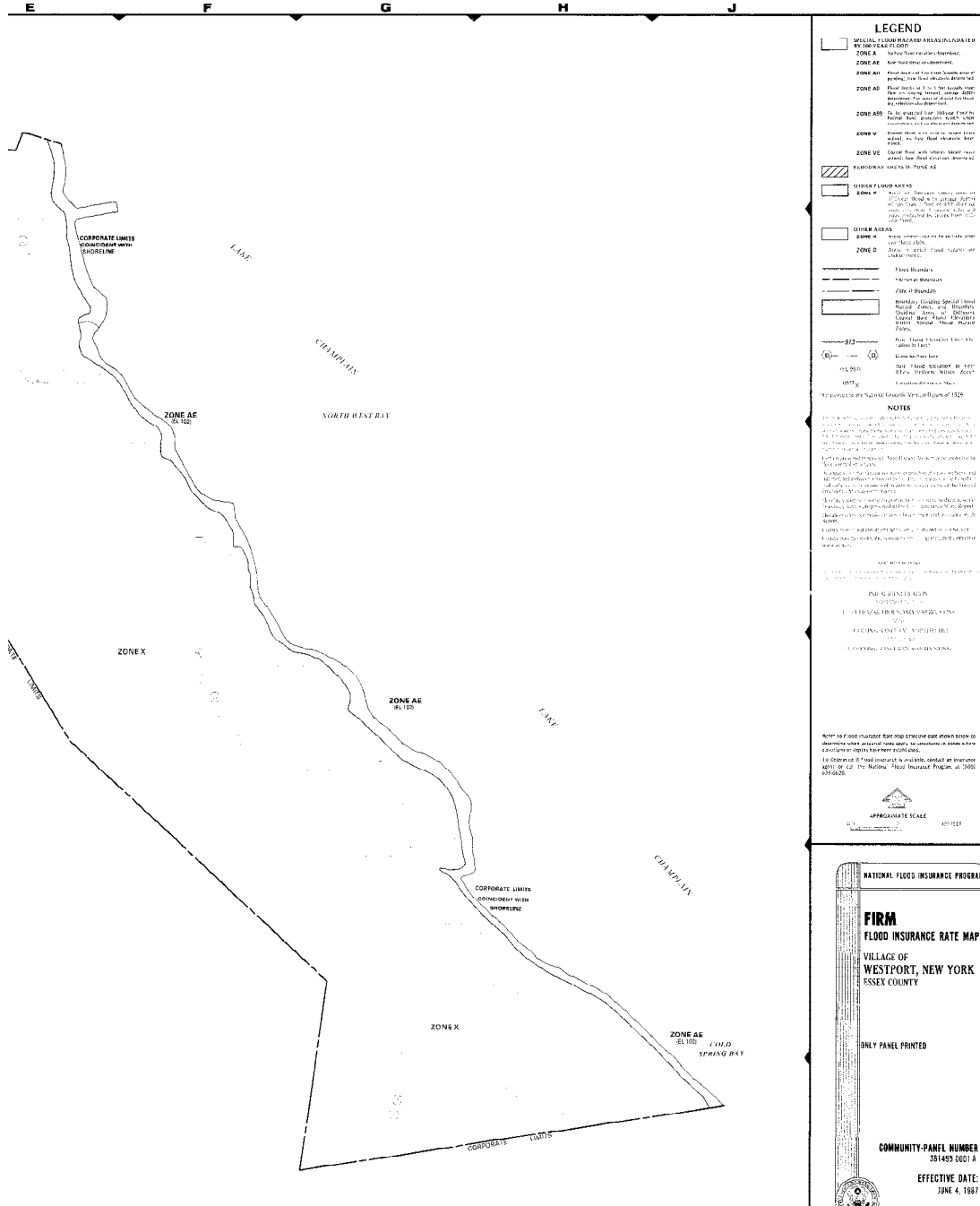
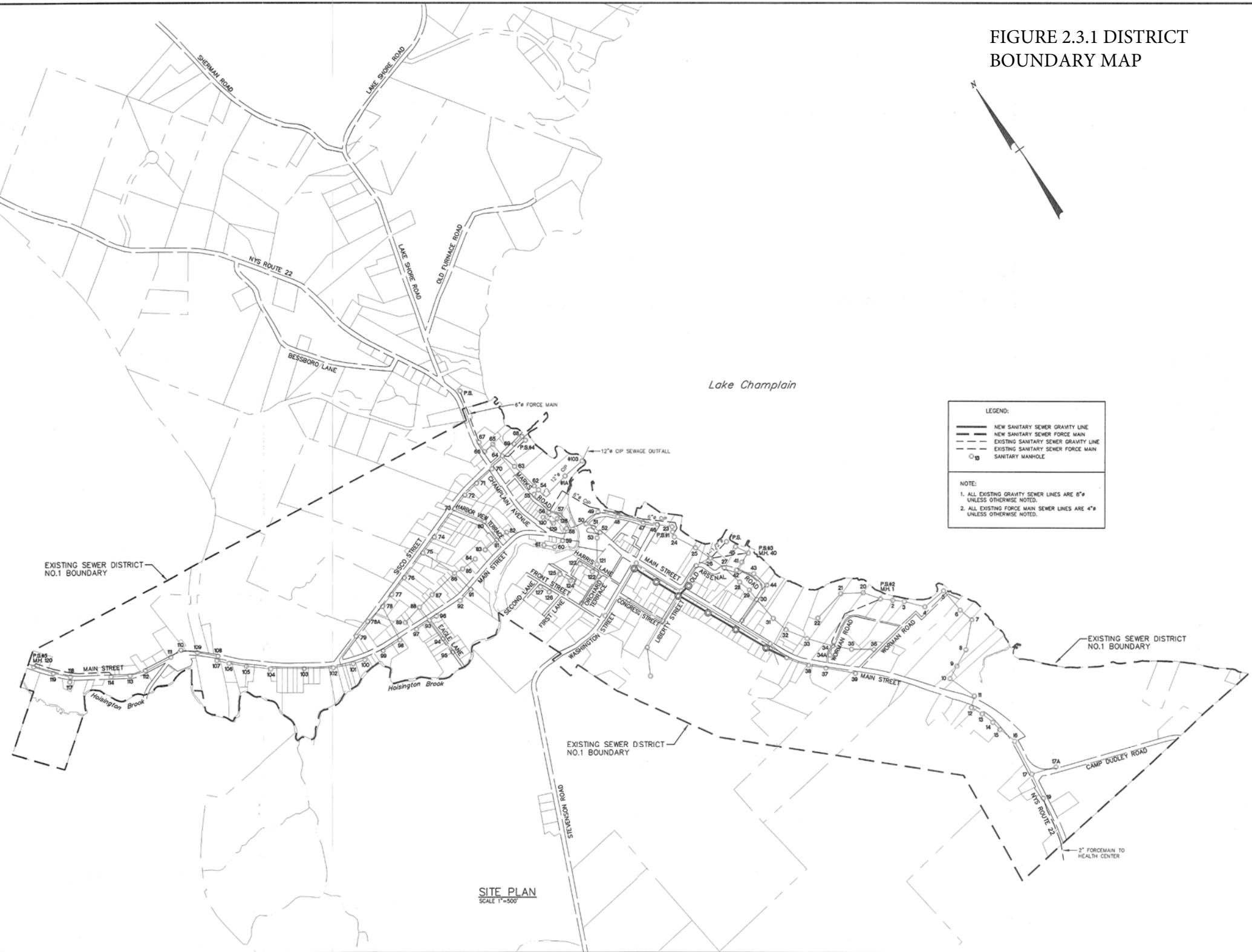


FIGURE 2.3.1 DISTRICT BOUNDARY MAP



**LEGEND:**

- NEW SANITARY SEWER GRAVITY LINE
- NEW SANITARY SEWER FORCE MAIN
- - - EXISTING SANITARY SEWER GRAVITY LINE
- - - EXISTING SANITARY SEWER FORCE MAIN
- SANITARY MANHOLE

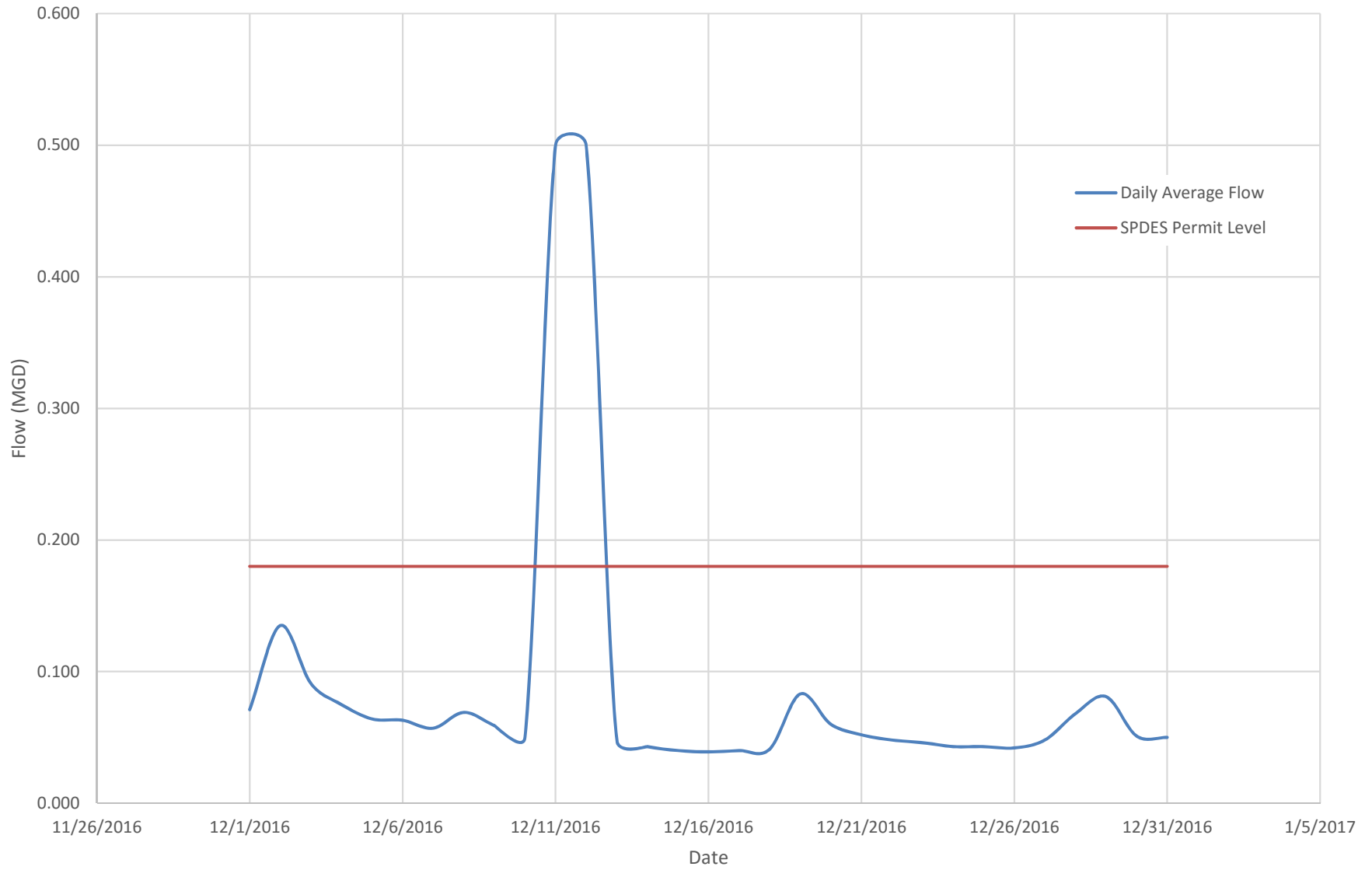
**NOTE:**

1. ALL EXISTING GRAVITY SEWER LINES ARE 8" UNLESS OTHERWISE NOTED.
2. ALL EXISTING FORCE MAIN SEWER LINES ARE 4" UNLESS OTHERWISE NOTED.

SITE PLAN  
SCALE 1"=50'



Figure 2.4.1  
Town of Westport  
Sewer District #1 Collection System Evaluation  
2016 Daily Average Flow Data





- Flow Meter Locations
- Manhole Locations

**Sewer Sections**

- Force Mains
- Old Arsenal
- Existing Sewer Line

**Figure 2.4.1A: Flow Meter Locations**  
Highlighted Manholes where Flow Meters Were Installed

Notes:  
1. Aerial photography is from on-line orthorectification provided by ESRI ArcMap program.  
2. Tax map parcel numbers, parcel lines, and owner names are from AES's version of the 2018 County GIS shapefile. Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GISW shapefile.  
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Figure 2.4.2  
Town of Westport  
Sewer District #1 Collection System Evaluation  
2016 Daily Average Flow and Precipitation Totals

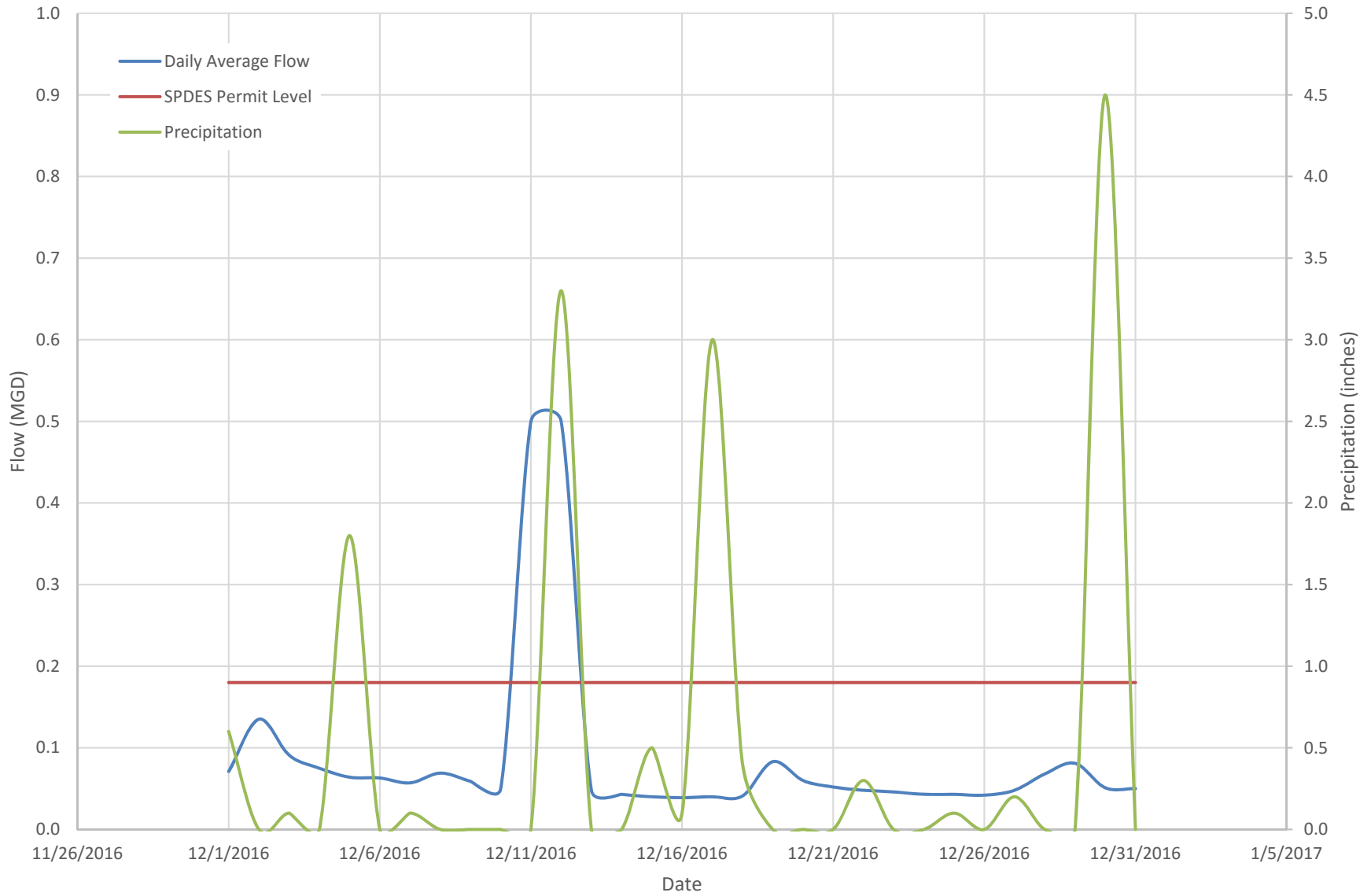


Figure 2.4.3  
Town of Westport  
Sewer District #1 Collection System Evaluation  
2017 Daily Average Flow Data

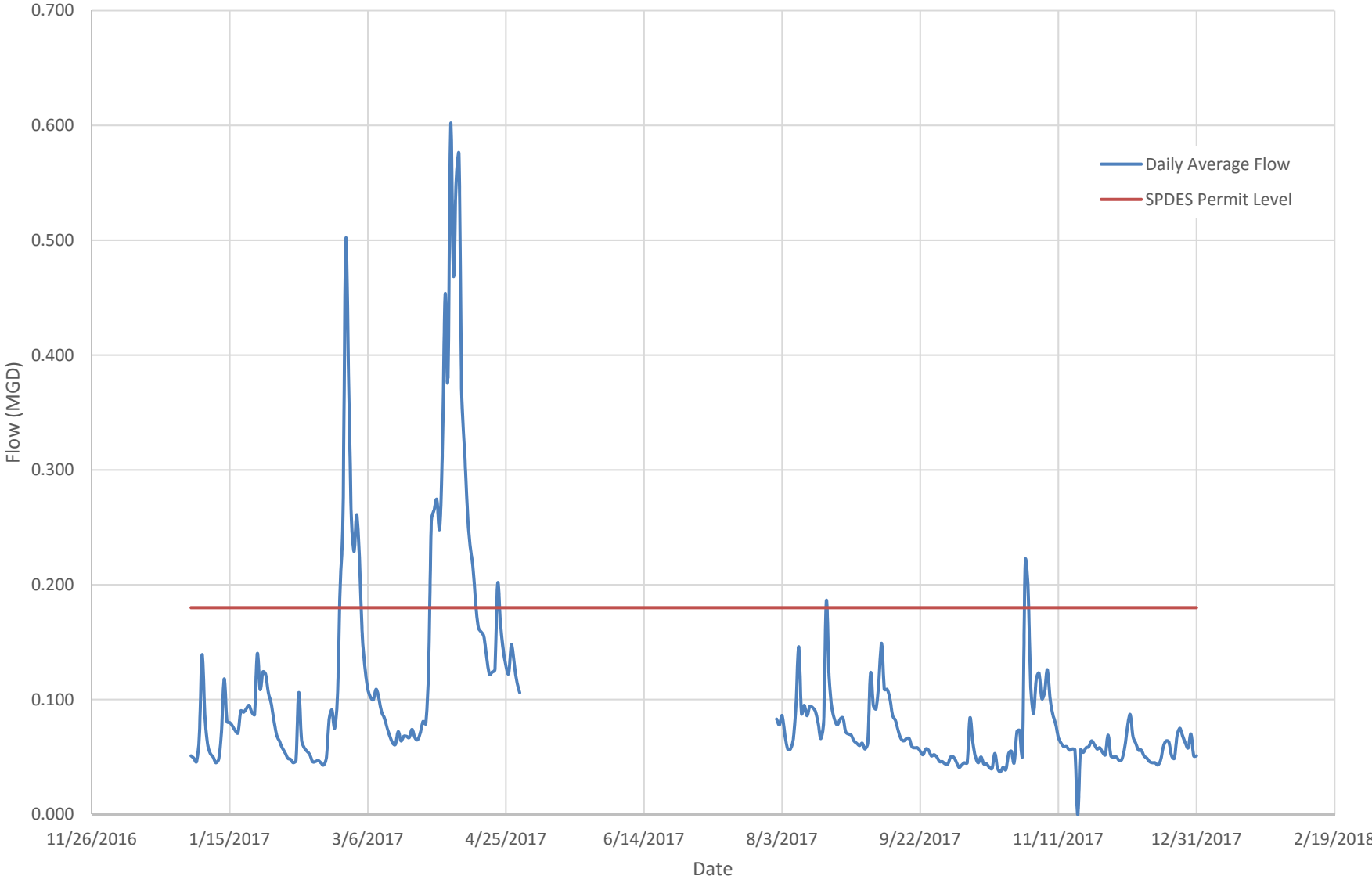


Figure 2.4.4  
Town of Westport  
Sewer District #1 Collection System Evaluation  
2017 Daily Average Flow and Precipitation Totals

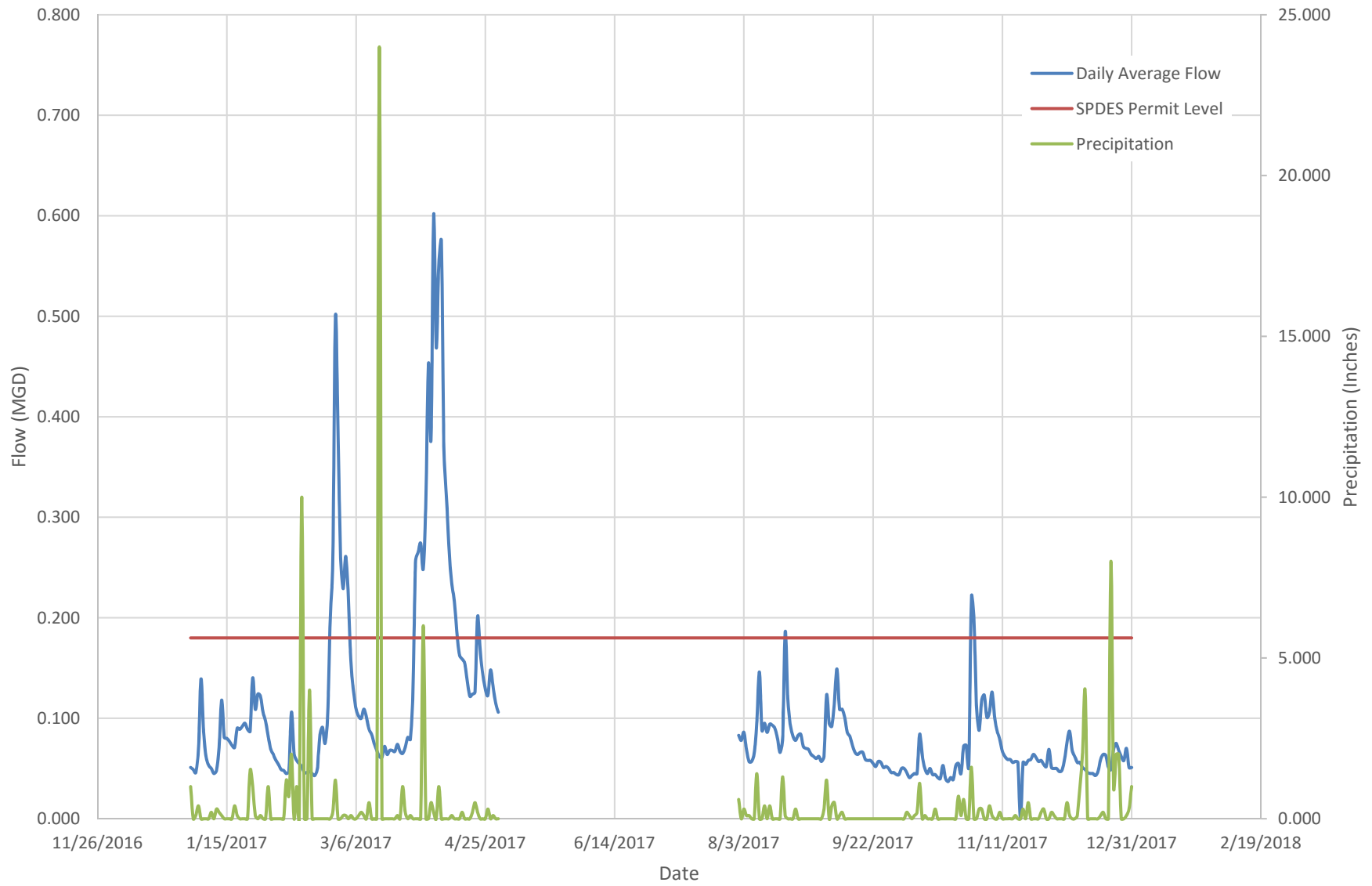


Figure 2.4.5  
Town of Westport  
Sewer District #1 Collection System Evaluation  
2018 Daily Average Flow Data

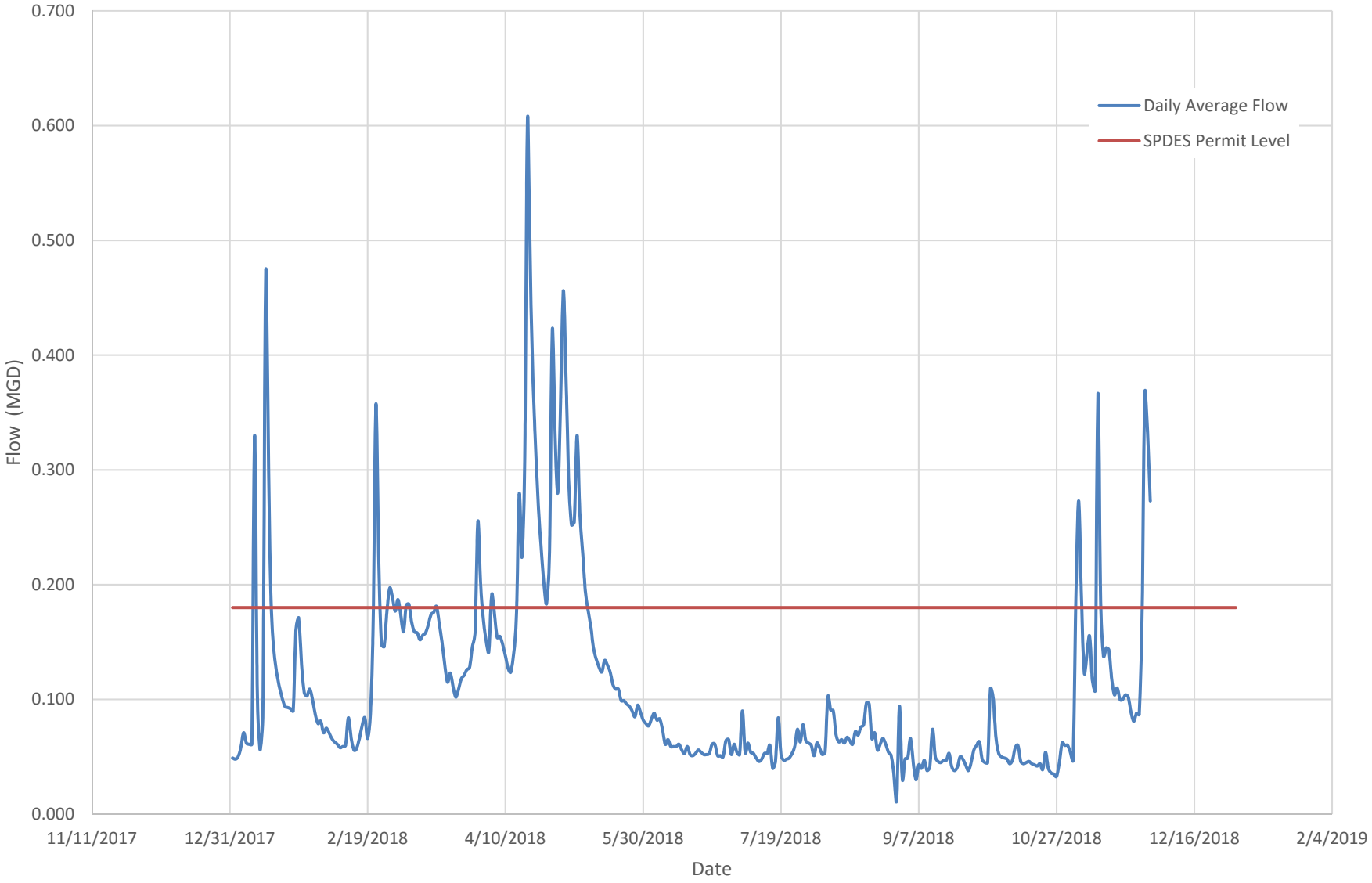
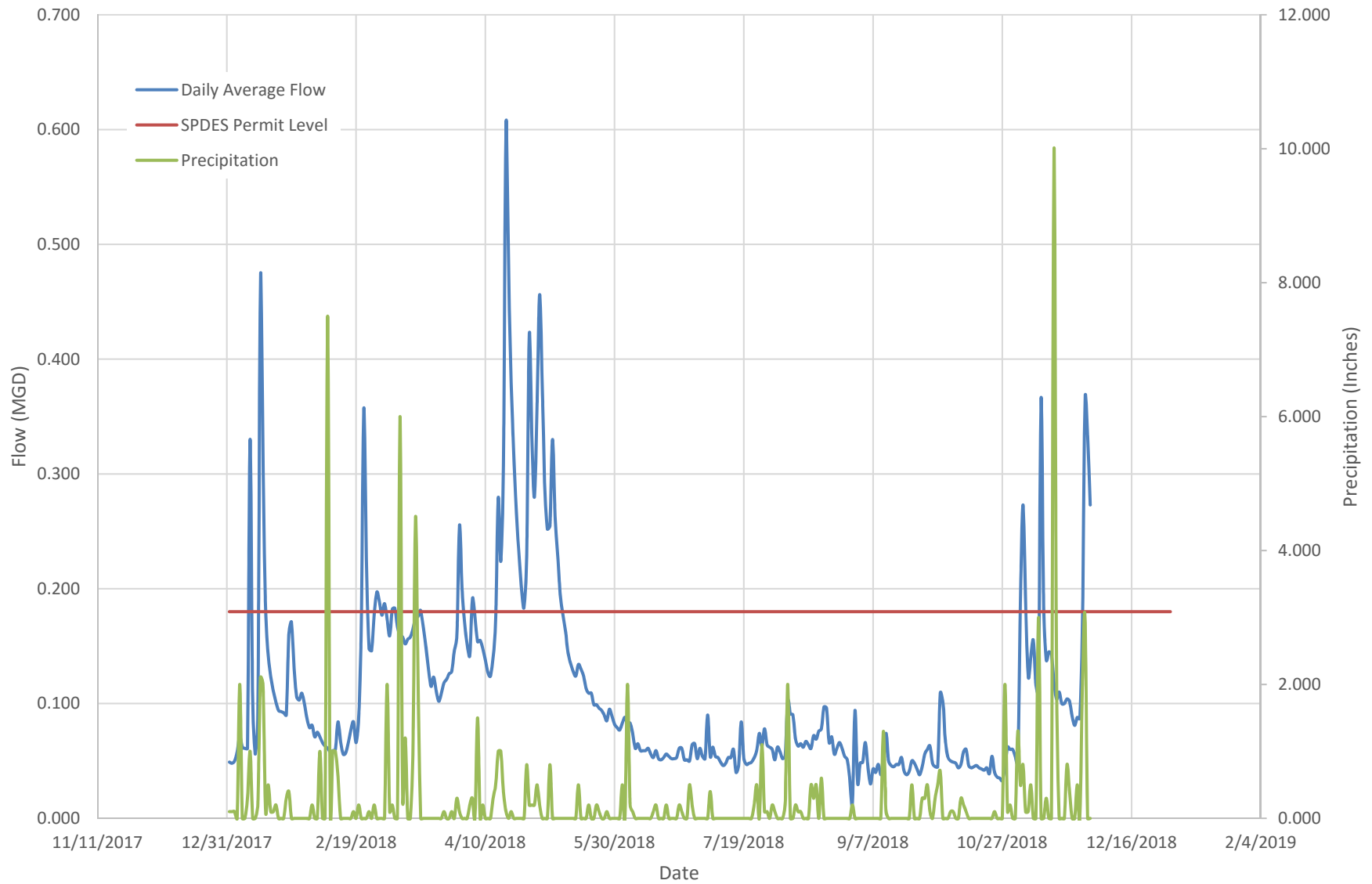


Figure 2.4.6  
Town of Westport  
Sewer District #1 Collection System Evaluation  
2018 Daily Average Flow and Precipitation Totals



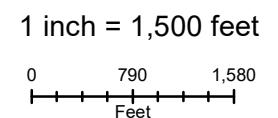


Sewer District #1  
● Manhole Locations  
**Sewer Sections**  
— Force Mains  
— Marina  
— Worman  
— Old Arsenal  
— Fire Fly Lane  
— Main Street  
— West Main Street  
— Liberty street  
— Harris Street

**Figure 2.4.7 Existing Sewer**  
 Sewer Based on Manhole Collection  
 and Historic Maps

4524  
 Sewer District #1  
 Collection System  
 Evaluation

Notes:  
 1. Aerial photography is from on-line orthoimagery provided by ESRI ArcMap program.  
 2. Tax map parcel numbers, parcel lines, and owner names are from AES's version of the 2016 County GIS shapefile. Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GISW shapefile.  
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**Figure 2.4.8: Pump Station #1 Service Area**  
Sewer Service Section Around the Marina Pump Station #1

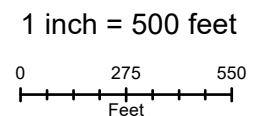
4524  
Sewer District #1  
Collection System  
Evaluation

Notes:  
1. Aerial photography is from on-line orthorectification provided by ESRI ArcMap program.  
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- Manhole Locations

**Sewer Sections**

- Force Mains
- Marina
- Existing Sewer Line





- Manhole Locations
- Sewer Sections**
- Force Mains
- Worman
- Existing Sewer Line

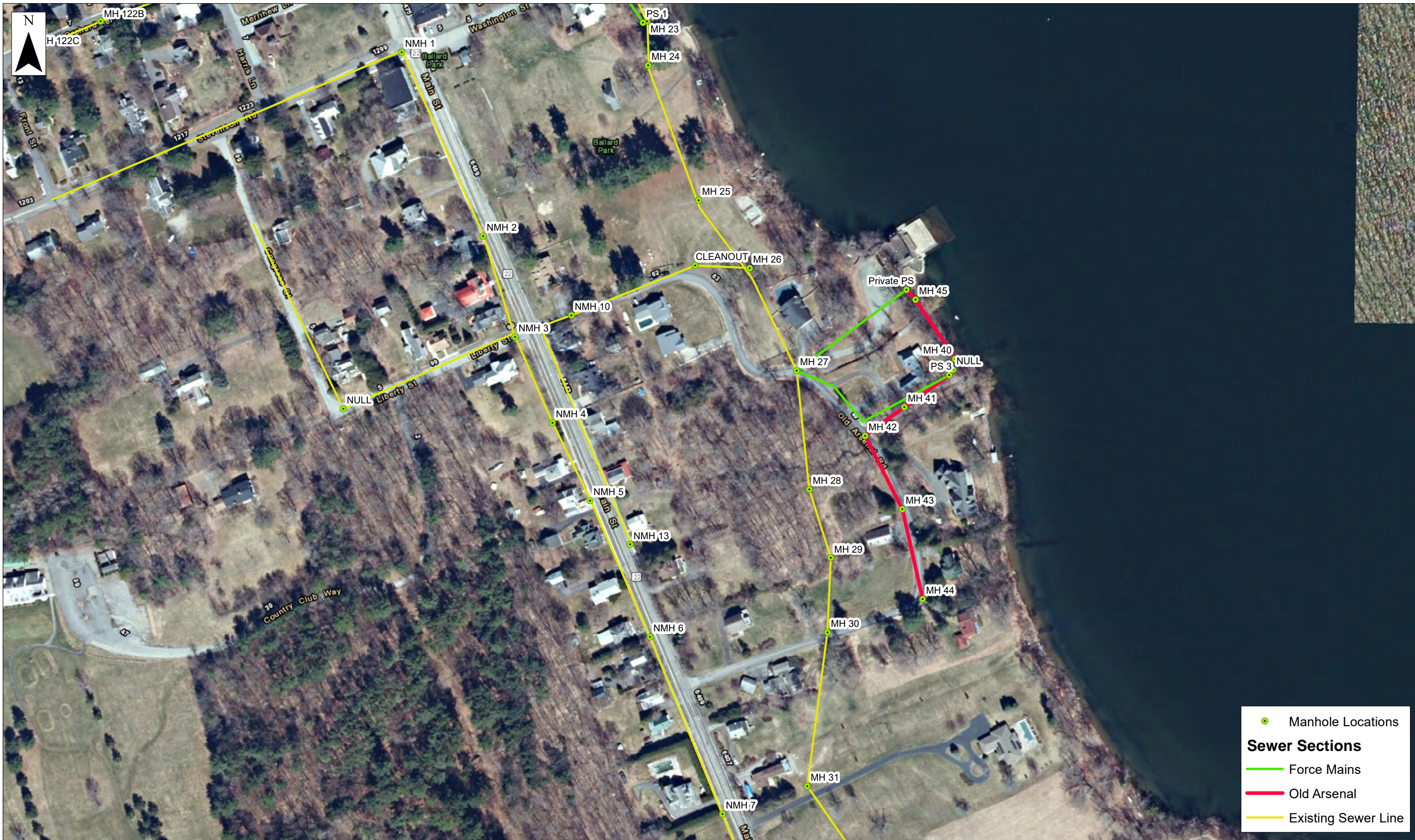
**Figure 2.4.9: Pump Station #2 Service Area**  
Sewer Service Section Around the Worman Pump Station #2

4524  
Sewer District #1  
Collection System  
Evaluation

Notes:  
1. Aerial photography is from on-line orthorectification provided by ESRI ArcMap program.  
2. Tax map parcel numbers, parcel lines, and owner names are from AES's version of the 2018 County GIS shapefile. Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GISW shapefile.  
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1 inch = 600 feet

0 325 650  
Feet



**Figure 2.4.10: Pump Station #3 Service Area**  
Sewer Service Section Around the Old Arsenal Pump Station #3

4524  
Sewer District #1  
Collection System  
Evaluation

Notes:  
1. Aerial photography is from on-line orthorectification provided by ESRI ArcMap program.  
2. Tax map parcel numbers, parcel lines, and owner names are from AES's version of the 2018 County GIS shapefile. Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GIS shapefile.  
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1 inch = 250 feet  
0 130 260  
Feet



● Manhole Locations

**Sewer Sections**

— Force Mains

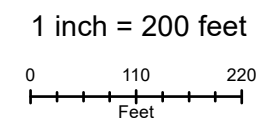
— Fire Fly Lane

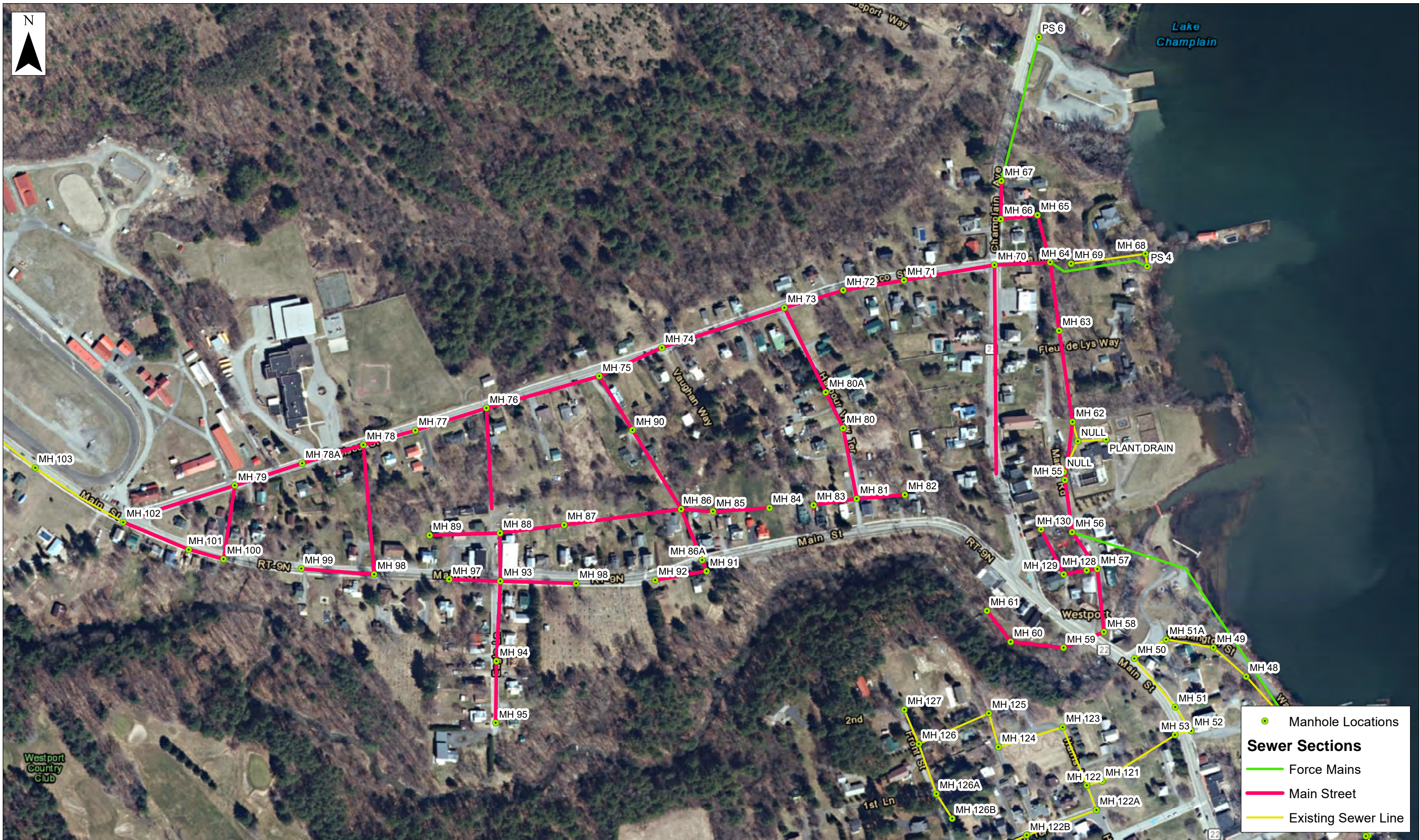
— Existing Sewer Line

**Figure 2.4.11: Pump Station #4 Service Area**  
Sewer Service Section Around Fire Fly Lane Pump Station #4

4524  
Sewer District #1  
Collection System  
Evaluation

Notes:  
1. Aerial photography is from on-line orthorectification provided by ESRI ArcMap program.  
2. Tax map parcel numbers, parcel lines, and owner names are from AES's version of the 2018 County GIS shapefile. Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GISW shapefile.  
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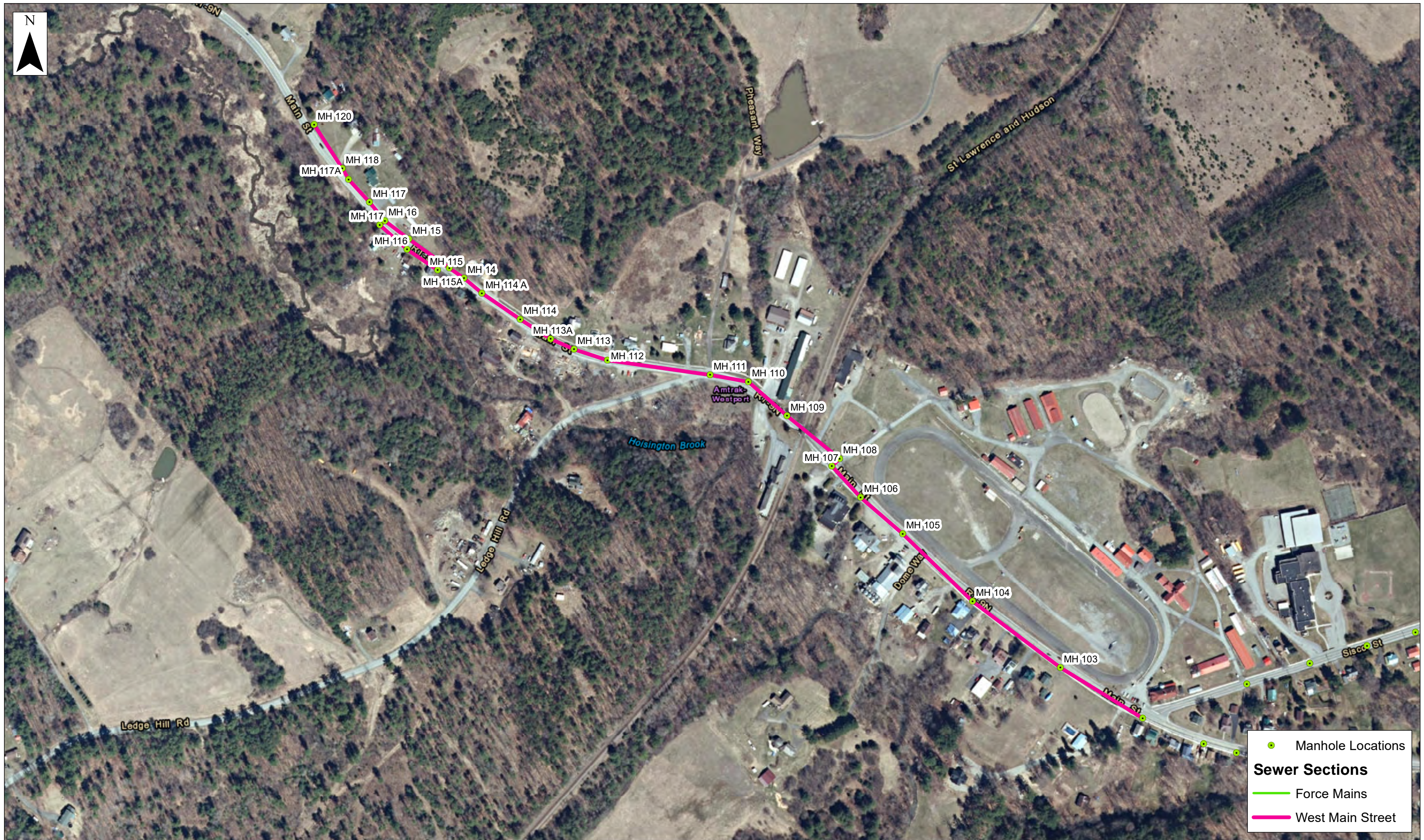
- Manhole Locations
- Sewer Sections**
- Force Mains
- Main Street
- Existing Sewer Line

**Figure 2.4.12: Sisco and Main Service Area**  
Sewer Service Section Around Main Street  
Pump Station at the Treatment Plant

4524  
Sewer District #1  
Collection System  
Evaluation

Notes:  
1. Aerial photography is from on-line orthorectified imagery provided by ESRI ArcMap program.  
2. Tax map parcel numbers, parcel lines, and owner names are from AES's version of the 2018 County GIS shapefile. Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GISW shapefile.  
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1 inch = 400 feet  
0 220 440  
Feet



**Figure 2.4.13 West Main Service Area**  
Sewer Service Section Around West Main Street

4524  
Sewer District #1  
Collection System  
Evaluation

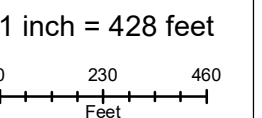
Notes:  
1. Aerial photography is from on-line orthoimagery provided by ESRI ArcMap program.  
2. Tax map parcel numbers, parcel lines, and owner names are from AES's version of the 2016 County GIS shapefile. Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GISW shapefile.  
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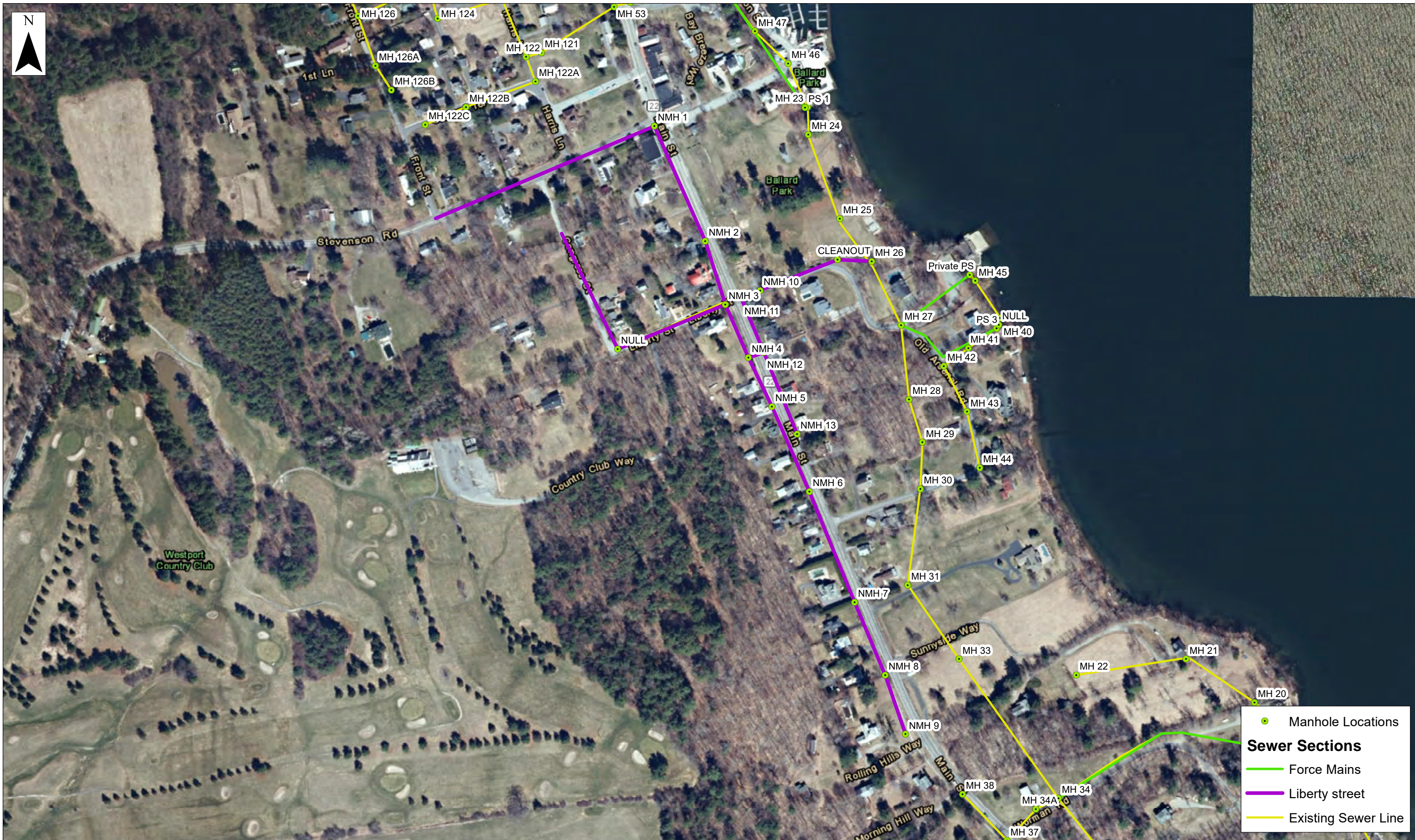
● Manhole Locations

**Sewer Sections**

— Force Mains

— West Main Street





● Manhole Locations

**Sewer Sections**

— Force Mains

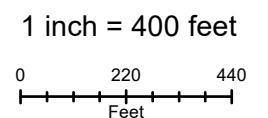
— Liberty street

— Existing Sewer Line

Figure 2.4.14: Congress and Liberty Service Area  
Sewer Service Section Around Liberty Street  
to Pump Station #1

4524  
Sewer District #1  
Collection System  
Evaluation

Notes:  
1. Aerial photography is from on-line orthorectification provided by ESRI ArcMap program.  
2. Tax map parcel numbers, parcel lines, and owner names are from AES's version of the 2018 County GIS shapefile. Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GISW shapefile.  
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**Figure 2.4.15: Harris Lane Service Area**  
Sewer Service Section from Harris Lane  
to Pump Station #1

4524  
Sewer District #1  
Collection System  
Evaluation

Notes:  
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Alternative #1



Alternative #2

- Manhole Locations
- Replace in Kind
- Slipline
- Unchanged Sewer Line

Figure 3.10.1: Pump Station #1 & Mill Street/ Marina Alternatives  
Sewer Service Section Around the Marina Pump Station #1

4524  
Sewer District #1  
Collection System  
Evaluation

Notes:  
1. Aerial photography is from on-line orthorectification provided by ESRI ArcMap program.  
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Alternative #1



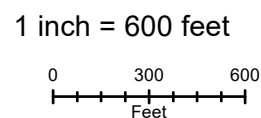
Alternative #2

- Manhole Locations
- Replace in Kind
- Slipline
- Unchanged Sewer Line

Figure 3.10.2: Pump Station #2 & Worman Road Alternatives  
Sewer Service Section Around the Worman Road Pump Station #2

4524  
Sewer District #1  
Collection System  
Evaluation

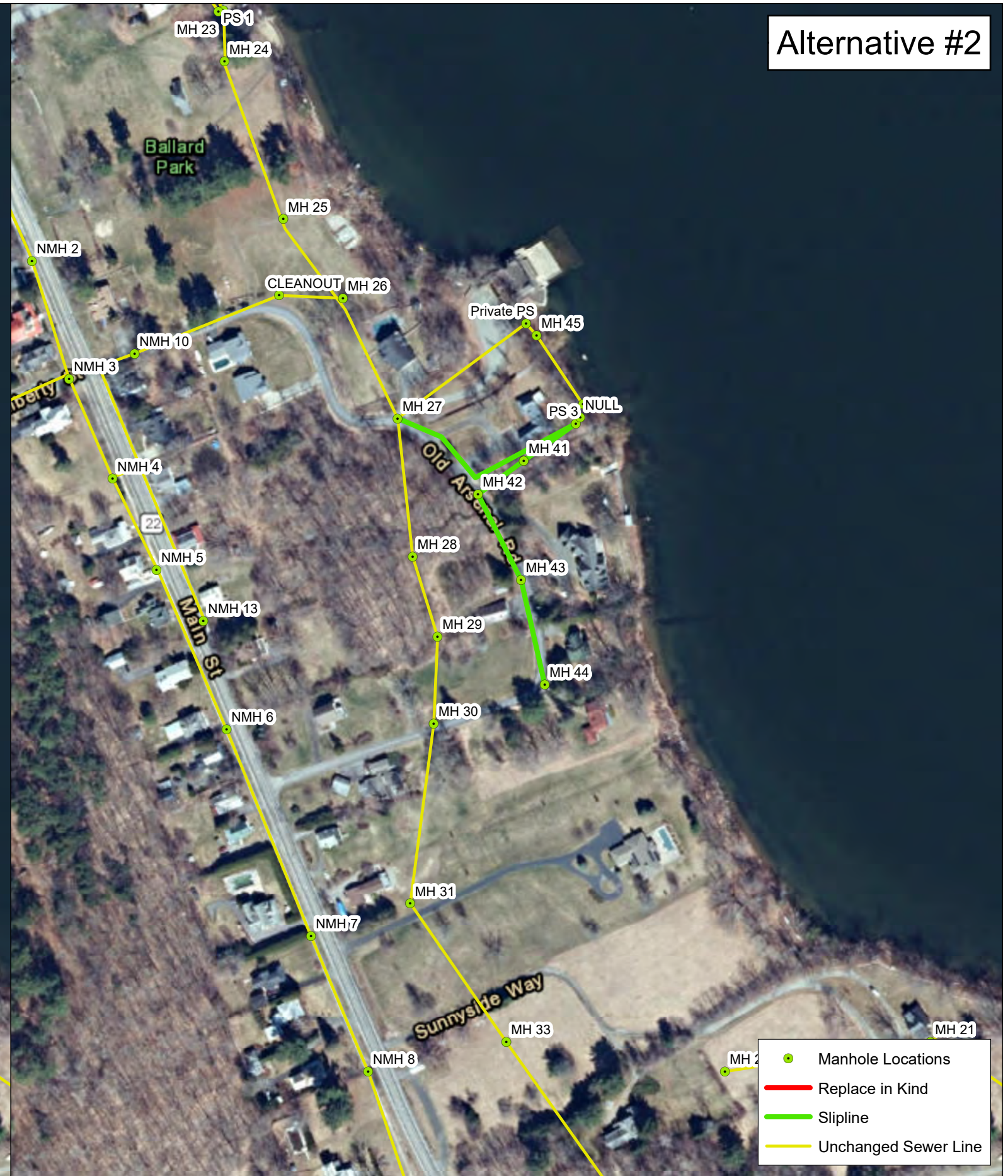
Notes:  
1. Aerial photography is from on-line orthoimagery provided by ESRI ArcMap program.  
2. Tax map parcel numbers, parcel lines, and owner names are from AES's version of the 2018 County GIS shapefile. Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GISW shapefile.  
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# Alternative #1

# Alternative #2

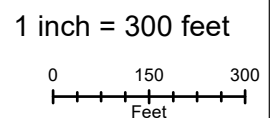


- Manhole Locations
- Replace in Kind
- Slipline
- Unchanged Sewer Line

**Figure 3.10.3: Pump Station #3 & Old Arsenal Road Alternatives**  
Sewer Service Section Around Old Arsenal Road Pump Station #3

4524  
Sewer District #1  
Collection System  
Evaluation

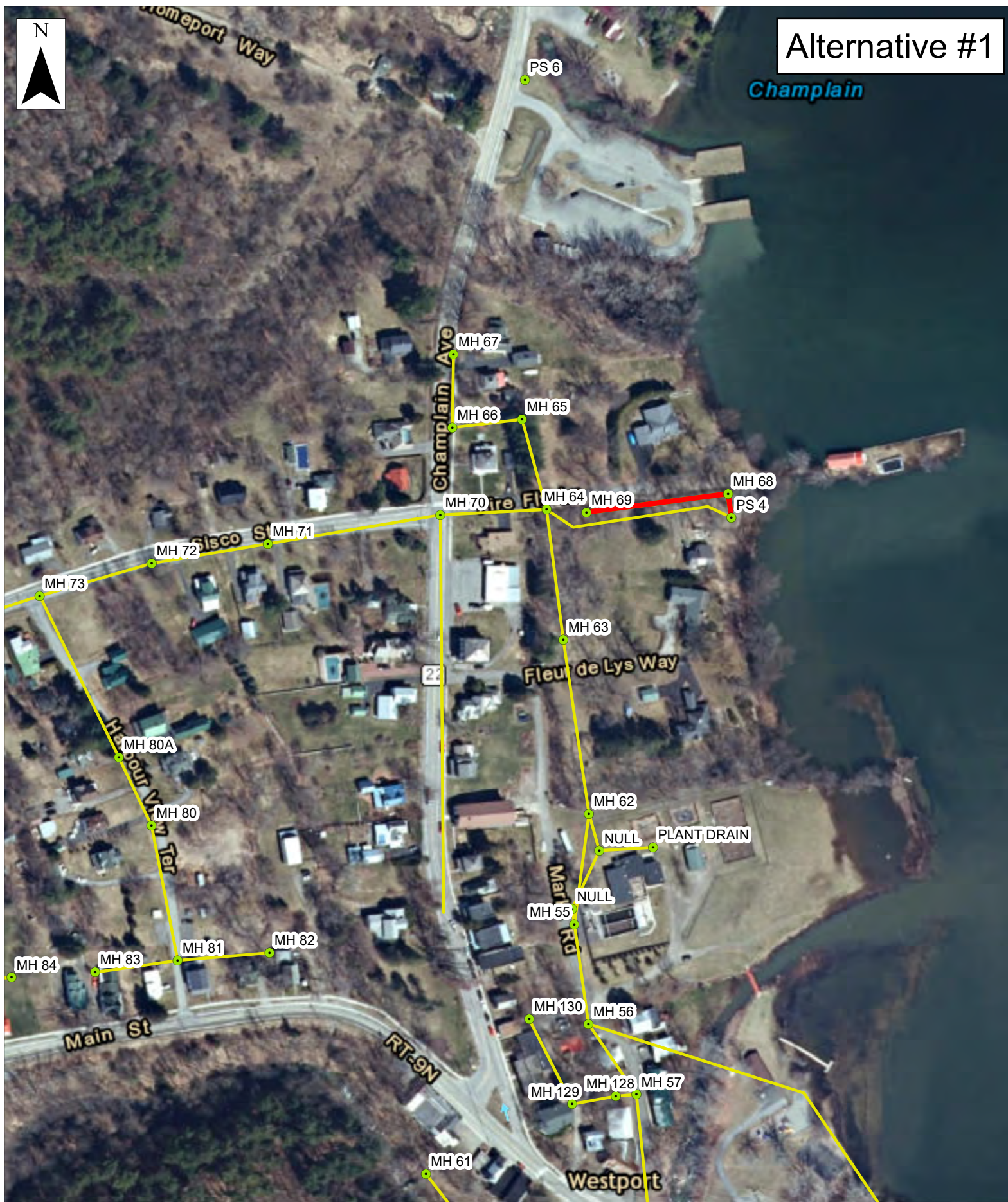
Notes:  
1. Aerial photography is from on-line orthorectification provided by ESRI ArcMap program.  
2. Tax map parcel numbers, parcel lines, and owner names are from AES's version of the 2018 County GIS shapefile. Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GISW shapefile.  
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### Alternative #1

### Alternative #2

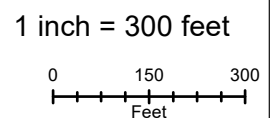


- Manhole Locations
- Replace in Kind
- Slipline
- Unchanged Sewer Line

**Figure 3.10.4: Pump Station #4 & Fire Fly Lane Alternatives**  
Sewer Service Section Around the Fire Fly Pump Station #4

4524  
Sewer District #1  
Collection System  
Evaluation

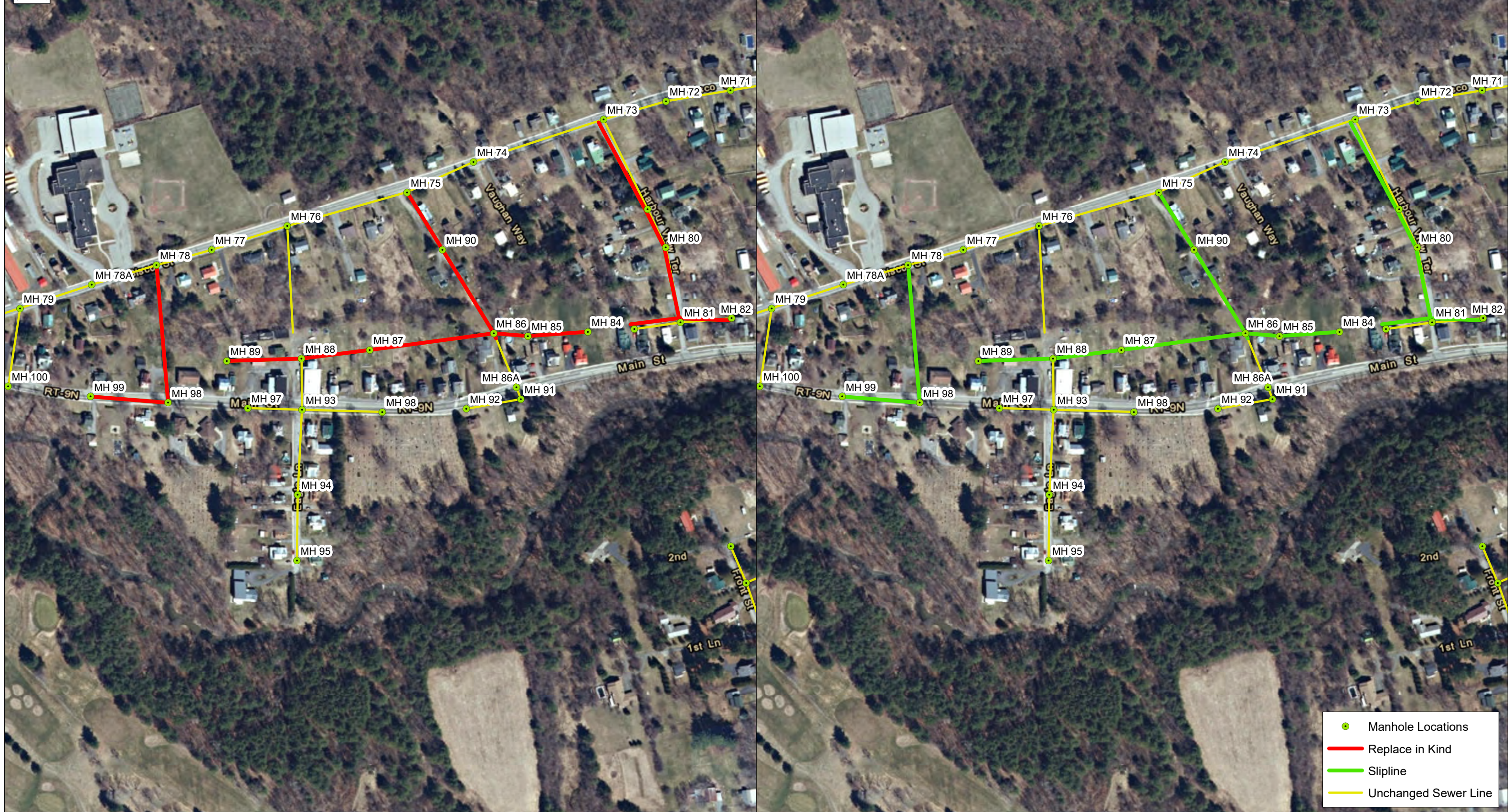
Notes:  
1. Aerial photography is from on-line orthorectification provided by ESRI ArcMap program.  
2. Tax map parcel numbers, parcel lines, and owner names are from AES's version of the 2018 County GIS shapefile. Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GISW shapefile.  
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### Alternative #1

### Alternative #2

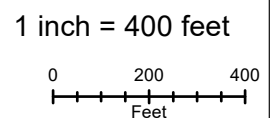


- Manhole Locations
- Replace in Kind
- Slipline
- Unchanged Sewer Line

**Figure 3.10.5: Sisco and Main Street Alternatives**  
Sewer Service Section Around Main Street Pump Station and Sisco Street

4524  
Sewer District #1  
Collection System  
Evaluation

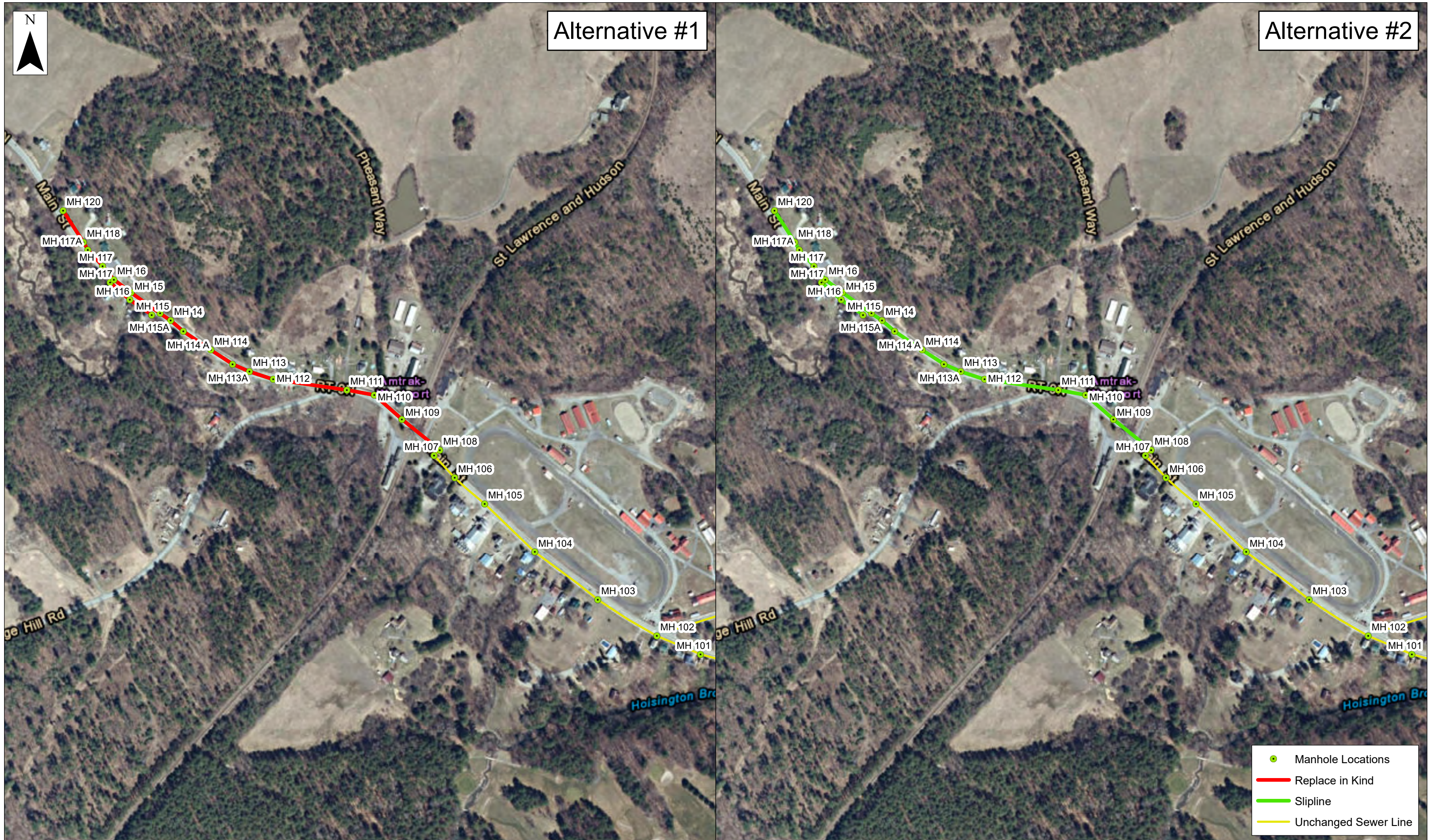
Notes:  
1. Aerial photography is from on-line orthoimagery provided by ESRI ArcMap program.  
2. Tax map parcel numbers, parcel lines, and owner names are from AES's version of the 2018 County GIS shapefile. Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GISW shapefile.  
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### Alternative #1

### Alternative #2



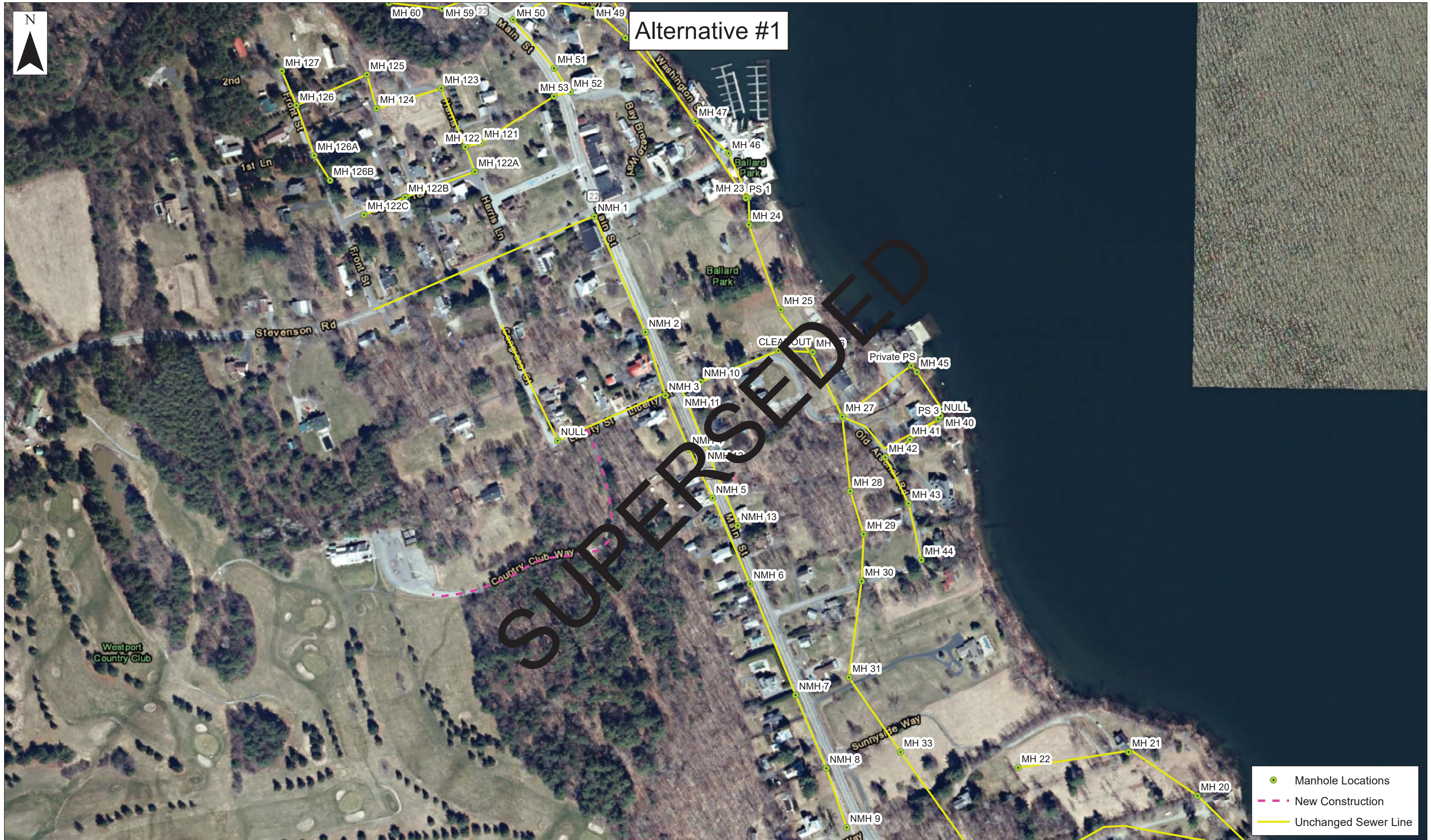
**Figure 3.10.6: West Main Street Alternatives**  
Sewer Service Section Around West Main Street Pump Station #5

4524  
Sewer District #1  
Collection System  
Evaluation

Notes:  
1. Aerial photography is from on-line orthoimagery provided by ESRI ArcMap program.  
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# Alternative #1



- Manhole Locations
- - - New Construction
- Unchanged Sewer Line

**Figure 3.10.7: Congress & Liberty Streets Alternatives**  
Sewer Service Section Around Liberty Street and Congress

4524  
Sewer District #1  
Collection System  
Evaluation

Notes:  
1. Aerial photography is from on-line orthoregistry provided by ESRI ArcMap program.  
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1 inch = 400 feet  
0 200 400  
Feet



### Alternative #1

### Alternative #2

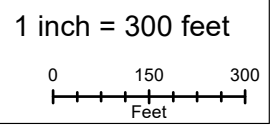


- Manhole Locations
- Replace in Kind
- - - New Construction
- Slipline
- Unchanged Sewer Line

**Figure 3.10.8: Harris Lane Alternatives**  
Sewer Service Section Around Harris Lane and Washington Street

4524  
Sewer District #1  
Collection System  
Evaluation

Notes:  
1. Aerial photography is from on-line orthorectification provided by ESRI ArcMap program.  
2. Tax map parcel numbers, parcel lines, and owner names are from AES's version of the 2018 County GIS shapefile. Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GISW shapefile.  
Tax map lines do not accurately depict the true location of property lines. For accurate determination of the location of property lines, consult a Land Surveyor licensed by the State of New York.







**Sewer District #1**

- Manhole Locations

**Chosen Alternative**

- Force Mains
- Mill Street & Marina; Majority of the Sewers will be lined and Manholes will be repaired.
- Worman Road; Majority of the Sewers will be lined and Manholes will be repaired.
- Old Arsenal; Install individual progressive Cavity Grinder Pumps and associated Force Mains. Eliminate existing infrastructure
- Fire Fly Lane; Replacement of Electrical Box at Pump Station
- Sisco & Main Street; Majority of the Sewers will be lined and Manholes will be repaired.
- West Main; Majority of the Sewers will be lined and Manholes will be repaired.
- Congress & Liberty Street; Replace Laterals if the Golf Course Project Goes Forward
- Harris Lane; Replace in Kind Existing Pipe and Reroute Main

**Figure 5.2.1: Selected Alternatives Overall Map**  
 Selected Alternative 1 for All Sections; Includes Alternative Summary

4524  
 Sewer District #1  
 Collection System  
 Evaluation

Notes:  
 1. Aerial photography is from on-line orthoimagery provided by ESRI ArcMap program.  
 2. Tax map parcel numbers, parcel lines, and owner names are from AES's version of the 2018 County GIS shapefile. Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GISW shapefile.  
 Tax map line do not accurately depict the true location of property lines. For accurate determination of the location of property lines, consult a Land Surveyor licensed by the State of New York.

**Table 2.5.1**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Vacant Lot Classification**

<b>Class. No.</b>	<b>Class. Des.</b>	<b>No. of Parcels</b>	<b>Subdivisions</b>	<b>EDU</b>	<b>No. of buildings</b>	<b>GPD per Unit</b>	<b>Total GPD</b>
311	Residential Vacant Land	44	-	3	1	150	19800
312	Residential Land Including a Small Improvement	8	-	3	1	150	3600
315	Underwater Vacant Land	4	-	0	1	0	0
322	Residential Vacant Land over 10 acres	1	10	3	1	150	4500
330	Vacant Land located in Commercial Areas	6	-	3	3	150	8100
<b>Totals</b>	-	<b>63</b>	-	-	-	-	<b>36000</b>

**Table 2.5.2**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Hamlet Expansion**

<b>Type of Use</b>	<b>Unit</b>	<b>No. of Uses</b>	<b>GPD per Unit</b>	<b>Total GPD</b>
Hotel Room	Room	25	110	2750
Hotel Cottage	Bedroom	64	110	7040
Restaurant	Seat	80	35	2800
<b>Total</b>	-	-	-	<b>12590</b>

**Table 3.2.1**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Cost Estimate Comparison Version 2 Revised 7.1.19**

<b>Pump Station #1 &amp; Mill Street/Marina</b>		
<b>Description</b>	<b>Alternative 1</b>	<b>Alternative 2</b>
Total Construction Cost	\$ 626,500	\$ 939,008.89

<b>Pump Station #2 &amp; Worman Road</b>		
<b>Description</b>	<b>Alternative 1</b>	<b>Alternative 2</b>
Total Construction Cost	\$ 412,169	\$ 789,602.67

<b>Pump Station #3 &amp; Old Arsenal Road</b>		
<b>Description</b>	<b>Alternative 1</b>	<b>Alternative 2</b>
Total Construction Cost	\$ 243,598	\$ 254,866.25

<b>Pump Station #4 &amp; Fire Fly Lane</b>		
<b>Description</b>	<b>Alternative 1</b>	<b>Alternative 2</b>
Total Construction Cost	\$ 19,760	\$ 63,972.22

<b>Sisco and Main Street</b>		
<b>Description</b>	<b>Alternative 1</b>	<b>Alternative 2</b>
Total Construction Cost	\$ 375,031	\$ 923,664.44

<b>West Main Street</b>		
<b>Description</b>	<b>Alternative 1</b>	<b>Alternative 2</b>
Total Construction Cost	\$ 276,126	\$ 454,179.56

<b>Congress &amp; Liberty Streets</b>		
<b>Description</b>	<b>Alternative 1</b>	<b>Alternative 2</b>
Total Construction Cost	\$ -	\$ -

<b>Harris Lane</b>		
<b>Description</b>	<b>Alternative 1</b>	<b>Alternative 2</b>
Total Construction Cost	\$ 542,250	\$ 599,970.15

<b>Soft Costs</b>		
<b>Description</b>	<b>Alternative 1</b>	<b>Alternative 2</b>
Total Construction Cost	\$ 499,087	\$ 396,695.56

Project Contingencies	\$ 299,452	\$ 442,196
<b>Total</b>	<b>\$ 3,293,975</b>	<b>\$ 4,864,156</b>

**Table 4.1.1**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Life Cycle Cost Analysis Version 2 Revised 7.1.19**

<b>Pump Station #1 &amp; Mill Street/Marina</b>								
Alternative	Construction Costs	Annual O&M	Period (N)	Real Interest Rate (i)	USPW (O&M) Multiplier	Total O&M (20 Years) (USPW)	Salvage Value	NPV
Alternative 1	\$ 626,500.44	\$ 1,892.15	\$ 20.00	1.6%	17.00	\$ 32,167.68	\$ -	\$ 658,668.13
Alternative 2	\$ 939,008.89	\$ 1,892.15	\$ 20.00	1.6%	17.00	\$ 32,167.68	\$ -	\$ 971,176.57

<b>Pump Station #2 &amp; Worman Road</b>								
Alternative	Construction Costs	Annual O&M	Period (N)	Real Interest Rate (i)	USPW (O&M) Multiplier	Total O&M (20 Years) (USPW)	Salvage Value	NPV
Alternative 1	\$ 412,169.33	\$ 2,222.71	\$ 20.00	1.6%	17.00	\$ 37,787.31	\$ -	\$ 449,956.65
Alternative 2	\$ 789,602.67	\$ 2,222.71	\$ 20.00	1.6%	17.00	\$ 37,787.31	\$ -	\$ 827,389.98

<b>Pump Station #3 &amp; Old Arsenal Road</b>								
Alternative	Construction Costs	Annual O&M	Period (N)	Real Interest Rate (i)	USPW (O&M) Multiplier	Total O&M (20 Years) (USPW)	Salvage Value	NPV
Alternative 1	\$ 243,598.40	\$ 1,242.83	\$ 20.00	1.6%	17.00	\$ 21,128.75	\$ -	\$ 264,727.15
Alternative 2	\$ 254,866.25	\$ 6,571.30	\$ 20.00	1.6%	17.00	\$ 111,715.91	\$ -	\$ 366,582.17

<b>Pump Station #4 &amp; Fire Fly Lane</b>								
Alternative	Construction Costs	Annual O&M	Period (N)	Real Interest Rate (i)	USPW (O&M) Multiplier	Total O&M (20 Years) (USPW)	Salvage Value	NPV
Alternative 1	\$ 19,760.00	\$ 6,571.30	\$ 20.00	1.6%	17.00	\$ 111,715.91	\$ -	\$ 131,475.91
Alternative 2	\$ 63,972.22	\$ 6,571.30	\$ 20.00	1.6%	17.00	\$ 111,715.91	\$ -	\$ 175,688.14

<b>Sisco and Main Street</b>								
Alternative	Construction Costs	Annual O&M	Period (N)	Real Interest Rate (i)	USPW (O&M) Multiplier	Total O&M (20 Years) (USPW)	Salvage Value	NPV
Alternative 1	\$ 375,031.22	\$ 1,366.67	\$ 20.00	1.6%	17.00	\$ 23,234.12	\$ -	\$ 398,265.34
Alternative 2	\$ 923,664.44	\$ 1,366.67	\$ 20.00	1.6%	17.00	\$ 23,234.12	\$ -	\$ 946,898.57

West Main Street								
Alternative	Construction Costs	Annual O&M	Period (N)	Real Interest Rate (i)	USPW (O&M) Multiplier	Total O&M (20 Years) (USPW)	Salvage Value	NPV
Alternative 1	\$ 276,125.78	\$ 951.35	\$ 20.00	1.6%	17.00	\$ 16,173.56	\$ -	\$ 292,299.34
Alternative 2	\$ 454,179.56	\$ 951.35	\$ 20.00	1.6%	17.00	\$ 16,173.56	\$ -	\$ 470,353.12

Congress & Liberty Streets								
Alternative	Construction Costs	Annual O&M	Period (N)	Real Interest Rate (i)	USPW (O&M) Multiplier	Total O&M (20 Years) (USPW)	Salvage Value	NPV
Alternative 1	\$ -	\$ -	\$ 20.00	1.6%	17.00	\$ -	\$ -	\$ -
Alternative 2	\$ -	\$ -	\$ 20.00	1.6%	17.00	\$ -	\$ -	\$ -

Harris Lane								
Alternative	Construction Costs	Annual O&M	Period (N)	Real Interest Rate (i)	USPW (O&M) Multiplier	Total O&M (20 Years) (USPW)	Salvage Value	NPV
Alternative 1	\$ 542,250.15	\$ 768.92	\$ 20.00	1.6%	17.00	\$ 13,072.10	\$ -	\$ 555,322.25
Alternative 2	\$ 599,970.15	\$ 1,171.37	\$ 20.00	1.6%	17.00	\$ 19,914.01	\$ -	\$ 619,884.16

**Table 4.2.1**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Pump Station #1 & Mill Street/Marina Alternative Comparison Matrix**

	Environmental Impacts	Land Requirements	Potential Construction Problems	Sustainability Considerations	Impact on Existing Facilities:	Schedule and Constructability	Storm and Flood Resiliency	Cost Estimates	Non-Monetary Factors
<b>Alternative 1</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
<b>Comments</b>	Temporary, construction related, and semi-permanent, minimal ground disturbance & tree clearing for spot repairs	Verification of Easements for current line	Access through private property, however minimal only for spot repairs	Maintains gravity sewer were applicable, reduces I&I and overall pumping costs	Temporary, construction related	Lining and repair work is generally performed quickly (days instead of weeks)	N/A Buried sewer main. Pump Station work is the same and elevations must be verified to be above flood stages	Costs Significantly Lower	Minimum disturbance to property owners.
<b>Alternative 2</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
<b>Comments</b>	Minimal semi-permanent, ground disturbance for the entire project for excavation and may require tree clearing	Verification of Easements for current line	Access through private property, full excavations and disturbance for majority of project	Maintains gravity sewer were applicable, reduces I&I and overall pumping costs	Temporary, construction related	Full replacement is takes longest	N/A Buried sewer main. Pump Station work is the same and elevations must be verified to be above flood stages	Costs Significantly Higher	Maximum disturbance to property owners.

**Table 4.2.2**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Pump Station #2 & Worman Road Alternative Comparison Matrix**

	Environmental Impacts	Land Requirements	Potential Construction Problems	Sustainability Considerations	Impact on Existing Facilities:	Schedule and Constructability	Storm and Flood Resiliency	Cost Estimates	Non-Monetary Factors
<b>Alternative 1</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
<b>Comments</b>	Temporary, construction related, and semi-permanent, minimal ground disturbance & tree clearing for spot repairs	Verification of Easements for current line	Access through private property, however minimal only for spot repairs	Maintains gravity sewer were applicable, reduces I&I and overall pumping costs	Temporary, construction related	Lining and repair work is generally performed quickly (days instead of weeks)	N/A Buried sewer main. Pump Station work is the same and elevations must be verified to be above flood stages	Costs Significantly Lower	Minimum disturbance to property owners.
<b>Alternative 2</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
<b>Comments</b>	Minimal semi-permanent, ground disturbance for the entire project for excavation and may require tree clearing	Verification of Easements for current line	Access through private property, full excavations and disturbance for majority of project	Maintains gravity sewer were applicable, reduces I&I and overall pumping costs	Temporary, construction related	Full replacement is takes longest	N/A Buried sewer main. Pump Station work is the same and elevations must be verified to be above flood stages	Costs Significantly Higher	Maximum disturbance to property owners.



**Table 4.2.3  
Town of Westport  
Sewer District #1 Collection System Evaluation  
Pump Station #3 & Old Arsenal Road Alternative Comparison Matrix**

	Environmental Impacts	Land Requirements	Potential Construction Problems	Sustainability Considerations	Impact on Existing Facilities:	Schedule and Constructability	Storm and Flood Resiliency	Cost Estimates	Non-Monetary Factors
<b>Alternative 1</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
<b>Comments</b>	Temporary, construction related, and semi-permanent, minimal ground disturbance & tree clearing for spot repairs, work is near road and away from Lake	Eliminates pump station on private property, may need easements for new grinder pumps	Access through private property, access to existing pump station for demolition	adds additional smaller pump stations, but overall reduces pumping by reducing I&I	Majority of work can be completed without disturbing existing pump station	Likely faster due to easier work conditions	Work is above flood plain	Costs Significantly Lower	Minimum disturbance to property owners.
<b>Alternative 2</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<b>Comments</b>	Minimal semi-permanent, ground disturbance for the entire project for excavation and may require tree clearing, work requires extensive clearing to access existing pump station near lake and work near lake	Town already has easements, but access requirements may necessitate changes to easements	Access through private property, full excavations and disturbance for majority of project	reduces I&I and overall pumping costs	Will require significant bypass pumping operations	Likely longer due to location of work	Work is at or near flood plain of Lake Champlain	Costs Significantly Higher	Maximum disturbance to property and long term access issues

Table 4.2.4  
Town of Westport  
Sewer District #1 Collection System Evaluation  
Pump Station #4 & Fire Fly Lane Alternative Comparison Matrix

	Environmental Impacts	Land Requirements	Potential Construction Problems	Sustainability Considerations	Impact on Existing Facilities:	Schedule and Constructability	Storm and Flood Resiliency	Cost Estimates	Non-Monetary Factors
<b>Alternative 1</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
<b>Comments</b>	Temporary, construction related	None, Town has easements (to be verified)	Minimal, relates to bypass pumping during electrical downtime	n/a, pump station	Minimal, relates to bypass pumping during electrical downtime	Likely faster due to smaller scope of work	Work is above flood plain	Costs Significantly Lower	Scope is what is necessary to make pump station functional
<b>Alternative 2</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
<b>Comments</b>	Temporary, construction related	None, Town has easements	Minimal, relates to bypass pumping during electrical and pump station downtime which will be longer	n/a, pump station	Minimal, relates to bypass pumping during electrical and pump station downtime which will be longer	Likely longer due to larger scope of work	Work is above flood plain	Costs Significantly Higher	Scope is above and beyond what is necessary to make pump station functional

**Table 4.2.5  
Town of Westport  
Sewer District #1 Collection System Evaluation  
Sisco and Main Street Alternative Comparison Matrix**

	<b>Environmental Impacts</b>	<b>Land Requirements</b>	<b>Potential Construction Problems</b>	<b>Sustainability Considerations</b>	<b>Impact on Existing Facilities:</b>	<b>Schedule and Constructability</b>	<b>Storm and Flood Resiliency</b>	<b>Cost Estimates</b>	<b>Non-Monetary Factors</b>
<b>Alternative 1</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
<b>Comments</b>	Temporary, construction related, and semi-permanent, minimal ground disturbance & tree clearing for spot repairs	Verification of Easements for current line	Access through private property, however minimal only for spot repairs	Maintains gravity sewer	Temporary, construction related	Lining and repair work is generally performed quickly (days instead of weeks)	N/A Buried sewer main.	Costs Significantly Lower	Minimum disturbance to property owners.
<b>Alternative 2</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
<b>Comments</b>	Minimal semi-permanent, ground disturbance for the entire project for excavation and may require tree clearing	Verification of Easements for current line	Access through private property, full excavations and disturbance for majority of project	Maintains gravity sewer were	Temporary, construction related	Full replacement is takes longest	N/A Buried sewer main.	Costs Significantly Higher	Maximum disturbance to property owners.

**Table 4.2.6**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**West Main Street Alternative Comparison Matrix**

	Environmental Impacts	Land Requirements	Potential Construction Problems	Sustainability Considerations	Impact on Existing Facilities:	Schedule and Constructability	Storm and Flood Resiliency	Cost Estimates	Non-Monetary Factors
<b>Alternative 1</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
<b>Comments</b>	Temporary, construction related, and semi-permanent, minimal ground disturbance & tree clearing for spot repairs	Verification of Easements for current line	Access through private property, however minimal only for spot repairs	Maintains gravity sewer	Temporary, construction related	Lining and repair work is generally performed quickly (days instead of weeks)	N/A Buried sewer main.	Costs Significantly Lower	Minimum disturbance to property owners.
<b>Alternative 2</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
<b>Comments</b>	Minimal semi-permanent, ground disturbance for the entire project for excavation and may require tree clearing	Verification of Easements for current line	Access through private property, full excavations and disturbance for majority of project	Maintains gravity sewer were	Temporary, construction related	Full replacement is takes longest	N/A Buried sewer main.	Costs Significantly Higher	Maximum disturbance to property owners.

**Table 4.2.7**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Congress & Liberty Streets Alternative Comparison Matrix Version 2 Revised 7.1.19**

	Environmental Impacts	Land Requirements	Potential Construction Problems	Sustainability Considerations	Impact on Existing Facilities:	Schedule and Constructability	Storm and Flood Resiliency	Cost Estimates	Non-Monetary Factors
<b>Alternative 1</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Comments</b>	Minimal semi-permanent, ground disturbance for the entire project for excavation and may require tree clearing	Verification of Easements for current line	Access through private property	Maintains gravity sewer	Temporary, construction related	Shortest due to smaller scope	N/A Buried sewer main.	Costs Significantly Lower	Scope of work identified to maximize cost benefit
<b>Alternative 2</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Comments</b>	Minimal semi-permanent, ground disturbance for the entire project for excavation and may require tree clearing	Verification of Easements for current line	Access through private property	Maintains gravity sewer were	Temporary, construction related	Longer due to increased scope	N/A Buried sewer main.	Costs Significantly Higher	Increased scope, while ideal, does not provide enough benefit for the cost

**Table 4.2.8**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Harris Lane Alternative Comparison Matrix**

	Environmental Impacts	Land Requirements	Potential Construction Problems	Sustainability Considerations	Impact on Existing Facilities:	Schedule and Constructability	Storm and Flood Resiliency	Cost Estimates	Non-Monetary Factors
<b>Alternative 1</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
<b>Comments</b>	Temporary, construction related, and semi-permanent, ground disturbance & tree	Verification of Easements for current line, majority of work in road right of way	Access through private property, full excavations and disturbance for majority of project	Maintains gravity sewer	Temporary, construction related	Shortest due to smaller scope	N/A Buried sewer main.	Costs Significantly Lower	Scope of work identified to maximize cost benefit
<b>Alternative 2</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
<b>Comments</b>	Temporary, construction related, and semi-permanent, ground disturbance & tree, minimal additional disturbance for slip lined sections	Verification of Easements for current line, majority of work in road right of way	Access through private property, full excavations and disturbance for majority of project, minimal additional access for slip lining and repairs	Maintains gravity sewer	Temporary, construction related	Longer due to increased scope	N/A Buried sewer main.	Costs Significantly Higher	Increased scope, while ideal, does not provide enough benefit for the cost

**Table 5.3.1**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Recommended Alternative Total Project Costs Version 2 Revised 7.1.19**

Service Area	Chosen Alternative	Cost
<b>Phase 1</b>		
Pump Station #1 & Mill Street/Marina	Alternative 1	\$626,500.44
Pump Station #2 & Worman Road	Alternative 1	\$412,169.33
Pump Station #3 & Old Arsenal Road	Alternative 1	\$ 243,598
Total Construction Cost		\$ 1,282,268
Soft Costs		\$ 256,454
Project Contingencies @ 10%		\$ 153,872
Total Cost		<b>\$ 1,692,594</b>
<b>Phase 2</b>		
Pump Station #4 & Fire Fly Lane	Alternative 1	\$ 19,760
Sisco and Main Street	Alternative 1	\$ 375,031
Total Construction Cost		\$ 394,791
Soft Costs		\$ 130,231
Project Contingencies @ 10%		\$ 52,502
Total Cost		<b>\$ 577,525</b>
<b>Phase 3</b>		
West Main Street	Alternative 1	\$ 276,126
Congress & Liberty Streets	Alternative 1	\$ -
Harris Lane	Alternative 1	\$ 542,250
Total Construction Cost		\$ 818,376
Soft Costs		\$ 112,402
Project Contingencies @ 10%		\$ 93,078
Total Cost		<b>\$ 1,023,856</b>
<b>Total All Three Phases</b>		
Total Construction Cost		\$ 2,495,435
Soft Costs		\$ 499,087
Project Contingencies @ 10%		\$ 299,452
Total Cost		<b>\$ 3,293,975</b>

**Table 5.3.2**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Pump Station #1 & Mill Street/Marina Alternative 1**

No.	Description of Item	Units	Est. Qty	Cost/Unit	Total Cost
1	4" SDR 26 PVC Open Cut Excavation	LF	250	\$ 50.00	\$ 12,500
2	6" SDR 26 PVC Open Cut Excavation	LF		\$ 55.00	\$ -
3	8" SDR 26 PVC Open Cut Excavation	LF	815	\$ 80.00	\$ 65,200
4	Camera Inspection Pre For CIPP	LF	3,260	\$ 2.50	\$ 8,150
5	Camera Inspection Post For CIPP	LF	3,260	\$ 2.50	\$ 8,150
6	Heavy Cleaning For CIPP	LF	3,260	\$ 5.00	\$ 16,300
7	8" CIPP	LF	3,260	\$ 35.00	\$ 114,100
8	4" CIPP Lateral	LF	250	\$ 20.00	\$ 5,000
9	Manhole Rehabilitation	EA	8	\$ 2,000.00	\$ 16,000
10	4' Dia. Sanitary Manhole	EA	3	\$ 5,000.00	\$ 15,000
11	Cleanout	EA	20	\$ 300.00	\$ 6,000
12	Cleanout W/Road Box	EA	2	\$ 400.00	\$ 800
13	Flowable Fill Existing Sewer Mains	CY		\$ 500.00	\$ -
14	Abandon Existing Manholes	EA		\$ 500.00	\$ -
15	Asphalt Pavement Repairs	SY	272	\$ 40.00	\$ 10,867
16	Concrete Sidewalk	SY		\$ 50.00	\$ -
17	Drop Inlet Protection	EA		\$ 500.00	\$ -
18	Silt Fencing	LF	4,075	\$ 4.00	\$ 16,300
19	Unmarked Utility	EA	2	\$ 1,100.00	\$ 2,200
20	Maintenance and Protection of Traffic	LS	1	\$ 10,000.00	\$ 10,000
21	Rock Removal	CY	91	\$ 100.00	\$ 9,056
22	Select Granular Fill	CY	1,087	\$ 20.00	\$ 21,733
23	#2 Stone	Tons	136	\$ 40.00	\$ 5,433
24	Mobilization	LS	1	\$ 10,283.67	\$ 10,284
25	Testing	LS	1	\$ 3,427.89	\$ 3,428
26	Marina Pump Station Upgrades (Screening)	LS	1	\$ 270,000.00	\$ 270,000
<b>Total Construction Cost</b>					<b>\$ 626,500</b>



**Table 5.3.3**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Pump Station #2 & Worman Road Alternative 1**

No.	Description of Item	Units	Est. Qty	Cost/Unit	Total Cost
1	4" SDR 26 PVC Open Cut Excavation	LF	375	\$ 50.00	\$ 18,750
2	6" SDR 26 PVC Open Cut Excavation	LF		\$ 55.00	\$ -
3	8" SDR 26 PVC Open Cut Excavation	LF	960	\$ 80.00	\$ 76,800
4	Camera Inspection Pre For CIPP	LF	3,840	\$ 2.50	\$ 9,600
5	Camera Inspection Post For CIPP	LF	3,840	\$ 2.50	\$ 9,600
6	Heavy Cleaning For CIPP	LF	3,840	\$ 5.00	\$ 19,200
7	8" CIPP	LF	3,840	\$ 35.00	\$ 134,400
8	4" CIPP Lateral	LF	375	\$ 20.00	\$ 7,500
9	Manhole Rehabilitation	EA	9	\$ 2,000.00	\$ 18,000
10	4' Dia. Sanitary Manhole	EA	3	\$ 5,000.00	\$ 15,000
11	Cleanout	EA	30	\$ 300.00	\$ 9,000
12	Cleanout W/Road Box	EA	3	\$ 400.00	\$ 1,200
13	Flowable Fill Existing Sewer Mains	CY		\$ 500.00	\$ -
14	Abandon Existing Manholes	EA		\$ 500.00	\$ -
15	Asphalt Pavement Repairs	SY	320	\$ 40.00	\$ 12,800
16	Concrete Sidewalk	SY		\$ 50.00	\$ -
17	Drop Inlet Protection	EA		\$ 500.00	\$ -
18	Silt Fencing	LF	2,400	\$ 4.00	\$ 9,600
19	Unmarked Utility	EA	2	\$ 1,100.00	\$ 2,200
20	Maintenance and Protection of Traffic	LS	1	\$ 10,000.00	\$ 10,000
21	Rock Removal	CY	107	\$ 100.00	\$ 10,667
22	Select Granular Fill	CY	1,280	\$ 20.00	\$ 25,600
23	#2 Stone	Tons	160	\$ 40.00	\$ 6,400
24	Mobilization	LS	1	\$ 11,889.50	\$ 11,890
25	Testing	LS	1	\$ 3,963.17	\$ 3,963
26	Worman Road PS Upgrades	LS	-	\$ -	\$ -
<b>Total Construction Cost</b>					<b>\$ 412,169</b>

**Table 5.3.4**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Pump Station #3 & Old Arsenal Road Alternative 1**

No.	Description of Item	Units	Est. Qty	Cost/Unit	Total Cost
1	4" SDR 26 PVC Open Cut Excavation	LF	-	\$ 50.00	\$ -
2	6" SDR 26 PVC Open Cut Excavation	LF		\$ 55.00	\$ -
3	8" SDR 26 PVC Open Cut Excavation	LF	-	\$ 80.00	\$ -
4	Camera Inspection Pre For CIPP	LF	-	\$ 2.50	\$ -
5	Camera Inspection Post For CIPP	LF	-	\$ 2.50	\$ -
6	Heavy Cleaning For CIPP	LF	-	\$ 5.00	\$ -
7	8" CIPP	LF	-	\$ 35.00	\$ -
8	4" CIPP Lateral	LF	-	\$ 20.00	\$ -
9	Manhole Rehabilitation	EA	-	\$ 2,000.00	\$ -
10	4' Dia. Sanitary Manhole	EA	-	\$ 5,000.00	\$ -
11	Cleanout	EA	6	\$ 300.00	\$ 1,800
12	Cleanout W/Road Box	EA	1	\$ 400.00	\$ 240
13	Flowable Fill Existing Sewer Mains	CY	70	\$ 500.00	\$ 34,950
14	Abandon Existing Manholes	EA	3	\$ 500.00	\$ 1,500
15	Asphalt Pavement Repairs	SY	-	\$ 40.00	\$ -
16	Concrete Sidewalk	SY		\$ 50.00	\$ -
17	Drop Inlet Protection	EA		\$ 500.00	\$ -
18	Silt Fencing	LF	214	\$ 4.00	\$ 854
19	Unmarked Utility	EA	2	\$ 1,100.00	\$ 2,200
20	Maintenance and Protection of Traffic	LS	1	\$ 10,000.00	\$ 10,000
21	Rock Removal	CY	-	\$ 100.00	\$ -
22	Select Granular Fill	CY	-	\$ 20.00	\$ -
23	#2 Stone	Tons	-	\$ 40.00	\$ -
24	Mobilization	LS	1	\$ 5,638.34	\$ 5,638
25	Testing	LS	1	\$ 515.45	\$ 515
26	Individual Pump Station	EA	6	\$ 8,250.00	\$ 49,500
27	Prepackaged Pump Station	EA	-	\$ 52,750.00	\$ -
28	2" HDPE FM (Directional Drill)	LF	350	\$ 75.00	\$ 26,250
29	2" HDPE FM (Open Cut)	LF	100	\$ 75.00	\$ 7,500
30	1.25" HDPE FM (Directional Drill)	LF	608	\$ 65.00	\$ 39,488
31	1.25" HDPE FM (Open Cut)	LF	203	\$ 65.00	\$ 13,163
32	Abandon Existing PS	LS	1	\$ 50,000.00	\$ 50,000
<b>Total Construction Cost</b>					<b>\$ 243,598</b>

**Table 5.3.5**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Pump Station #4 & Fire Fly Lane Alternative 1**

No.	Description of Item	Units	Est. Qty	Cost/Unit	Total Cost
1	4" SDR 26 PVC Open Cut Excavation	LF	-	\$ 50.00	\$ -
2	6" SDR 26 PVC Open Cut Excavation	LF	-	\$ 55.00	\$ -
3	8" SDR 26 PVC Open Cut Excavation	LF	-	\$ 80.00	\$ -
4	Camera Inspection Pre For CIPP	LF	-	\$ 2.50	\$ -
5	Camera Inspection Post For CIPP	LF	-	\$ 2.50	\$ -
6	Heavy Cleaning For CIPP	LF	-	\$ 5.00	\$ -
7	8" CIPP	LF	-	\$ 35.00	\$ -
8	4" CIPP Lateral	LF	-	\$ 20.00	\$ -
9	Manhole Rehabilitation	EA	2	\$ 2,000.00	\$ 4,000
10	4' Dia. Sanitary Manhole	EA	-	\$ 5,000.00	\$ -
11	Cleanout	EA	-	\$ 300.00	\$ -
12	Cleanout W/Road Box	EA	-	\$ 400.00	\$ -
13	Flowable Fill Existing Sewer Mains	CY	-	\$ 500.00	\$ -
14	Abandon Existing Manholes	EA	-	\$ 500.00	\$ -
15	Asphalt Pavement Repairs	SY	-	\$ 40.00	\$ -
16	Concrete Sidewalk	SY	-	\$ 50.00	\$ -
17	Drop Inlet Protection	EA	-	\$ 500.00	\$ -
18	Silt Fencing	LF	-	\$ 4.00	\$ -
19	Unmarked Utility	EA	-	\$ 1,100.00	\$ -
20	Maintenance and Protection of Traffic	LS	-	\$ 10,000.00	\$ -
21	Rock Removal	CY	-	\$ 100.00	\$ -
22	Select Granular Fill	CY	-	\$ 20.00	\$ -
23	#2 Stone	Tons	-	\$ 40.00	\$ -
24	Mobilization	LS	1	\$ 570.00	\$ 570
25	Testing	LS	1	\$ 190.00	\$ 190
26	Individual Pump Station	EA	-	\$ 8,250.00	\$ -
27	Prepackaged Pump Station	EA	-	\$ 52,750.00	\$ -
28	2" HDPE FM (Directional Drill)	LF	-	\$ 75.00	\$ -
29	2" HDPE FM (Open Cut)	LF	-	\$ 75.00	\$ -
30	1.25" HDPE FM (Directional Drill)	LF	-	\$ 65.00	\$ -
31	1.25" HDPE FM (Open Cut)	LF	-	\$ 65.00	\$ -
32	Relocate Electrical Panel	LS	1	\$ 15,000.00	\$ 15,000
<b>Total Construction Cost</b>					<b>\$ 19,760</b>

**Table 5.3.6**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Sisco and Main Street Alternative 1**

No.	Description of Item	Units	Est. Qty	Cost/Unit	Total Cost
1	4" SDR 26 PVC Open Cut Excavation	LF	688	\$ 50.00	\$ 34,375
2	6" SDR 26 PVC Open Cut Excavation	LF		\$ 55.00	\$ -
3	8" SDR 26 PVC Open Cut Excavation	LF	498	\$ 80.00	\$ 39,800
4	Camera Inspection Pre For CIPP	LF	1,990	\$ 2.50	\$ 4,975
5	Camera Inspection Post For CIPP	LF	1,990	\$ 2.50	\$ 4,975
6	Heavy Cleaning For CIPP	LF	1,990	\$ 5.00	\$ 9,950
7	8" CIPP	LF	1,990	\$ 35.00	\$ 69,650
8	4" CIPP Lateral	LF	688	\$ 20.00	\$ 13,750
9	Manhole Rehabilitation	EA	28	\$ 2,000.00	\$ 56,000
10	4' Dia. Sanitary Manhole	EA	12	\$ 5,000.00	\$ 60,000
11	Cleanout	EA	55	\$ 300.00	\$ 16,500
12	Cleanout W/Road Box	EA	6	\$ 400.00	\$ 2,200
13	Flowable Fill Existing Sewer Mains	CY		\$ 500.00	\$ -
14	Abandon Existing Manholes	EA		\$ 500.00	\$ -
15	Asphalt Pavement Repairs	SY	166	\$ 40.00	\$ 6,633
16	Concrete Sidewalk	SY		\$ 50.00	\$ -
17	Drop Inlet Protection	EA		\$ 500.00	\$ -
18	Silt Fencing	LF	622	\$ 4.00	\$ 2,488
19	Unmarked Utility	EA	2	\$ 1,100.00	\$ 2,200
20	Maintenance and Protection of Traffic	LS	1.50	\$ 10,000.00	\$ 15,000
21	Rock Removal	CY	55	\$ 100.00	\$ 5,528
22	Select Granular Fill	CY	663	\$ 20.00	\$ 13,267
23	#2 Stone	Tons	83	\$ 40.00	\$ 3,317
24	Mobilization	LS	1	\$ 10,818.21	\$ 10,818
25	Testing	LS	1	\$ 3,606.07	\$ 3,606
<b>Total Construction Cost</b>					<b>\$ 375,031</b>

**Table 5.3.7**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**West Main Alternative 1**

No.	Description of Item	Units	Est. Qty	Cost/Unit	Total Cost
1	4" SDR 26 PVC Open Cut Excavation	LF	375	\$ 50.00	\$ 18,750
2	6" SDR 26 PVC Open Cut Excavation	LF		\$ 55.00	\$ -
3	8" SDR 26 PVC Open Cut Excavation	LF	380	\$ 80.00	\$ 30,400
4	Camera Inspection Pre For CIPP	LF	1,520	\$ 2.50	\$ 3,800
5	Camera Inspection Post For CIPP	LF	1,520	\$ 2.50	\$ 3,800
6	Heavy Cleaning For CIPP	LF	1,520	\$ 5.00	\$ 7,600
7	8" CIPP	LF	1,520	\$ 35.00	\$ 53,200
8	4" CIPP Lateral	LF	375	\$ 20.00	\$ 7,500
9	Manhole Rehabilitation	EA	12	\$ 2,000.00	\$ 24,000
10	4' Dia. Sanitary Manhole	EA	4	\$ 5,000.00	\$ 20,000
11	Cleanout	EA	60	\$ 300.00	\$ 18,000
12	Cleanout W/Road Box	EA	6	\$ 400.00	\$ 2,400
13	Flowable Fill Existing Sewer Mains	CY		\$ 500.00	\$ -
14	Abandon Existing Manholes	EA		\$ 500.00	\$ -
15	Asphalt Pavement Repairs	SY	127	\$ 40.00	\$ 5,067
16	Concrete Sidewalk	SY		\$ 50.00	\$ -
17	Drop Inlet Protection	EA		\$ 500.00	\$ -
18	Silt Fencing	LF	475	\$ 4.00	\$ 1,900
19	Unmarked Utility	EA	2	\$ 1,100.00	\$ 2,200
20	Maintenance and Protection of Traffic	LS	5	\$ 10,000.00	\$ 50,000
21	Rock Removal	CY	42	\$ 100.00	\$ 4,222
22	Select Granular Fill	CY	506.67	\$ 20.00	\$ 10,133
23	#2 Stone	Tons	63	\$ 40.00	\$ 2,533
24	Mobilization	LS	1	\$ 7,965.17	\$ 7,965
25	Testing	LS	1	\$ 2,655.06	\$ 2,655
<b>Total Construction Cost</b>					<b>\$ 276,126</b>

**Table 5.3.8**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Congress & Liberty Streets Alternative 1 Version 2 Revised 7.1.19**

No.	Description of Item	Units	Est. Qty	Cost/Unit	Total Cost
1	4" SDR 26 PVC Open Cut Excavation	LF	100	\$ 50.00	\$ 5,000
2	6" SDR 26 PVC Open Cut Excavation	LF		\$ 55.00	\$ -
3	8" SDR 26 PVC Open Cut Excavation	LF	1,000	\$ 80.00	\$ 80,000
4	Camera Inspection Pre For CIPP	LF	-	\$ 2.50	\$ -
5	Camera Inspection Post For CIPP	LF	-	\$ 2.50	\$ -
6	Heavy Cleaning For CIPP	LF	-	\$ 5.00	\$ -
7	8" CIPP	LF	-	\$ 35.00	\$ -
8	4" CIPP Lateral	LF	100	\$ 20.00	\$ 2,000
9	Manhole Rehabilitation	EA	3	\$ 2,000.00	\$ 6,000
10	4' Dia. Sanitary Manhole	EA	4.00	\$ 5,000.00	\$ 20,000
11	Cleanout	EA	8	\$ 300.00	\$ 2,400
12	Cleanout W/Road Box	EA	1	\$ 400.00	\$ 320
13	Flowable Fill Existing Sewer Mains	CY		\$ 500.00	\$ -
14	Abandon Existing Manholes	EA		\$ 500.00	\$ -
15	Asphalt Pavement Repairs	SY	67	\$ 40.00	\$ 2,667
16	Concrete Sidewalk	SY		\$ 50.00	\$ -
17	Drop Inlet Protection	EA		\$ 500.00	\$ -
18	Silt Fencing	LF	500	\$ 4.00	\$ 2,000
19	Unmarked Utility	EA	1	\$ 1,100.00	\$ 1,100
20	Maintenance and Protection of Traffic	LS	1	\$ 10,000.00	\$ 5,000
21	Rock Removal	CY	28	\$ 100.00	\$ 2,778
22	Select Granular Fill	CY	666.67	\$ 20.00	\$ 13,333
23	#2 Stone	Tons	167	\$ 40.00	\$ 6,667
24	Mobilization	LS	1	\$ 4,477.93	\$ 4,478
25	Testing	LS	1	\$ 1,492.64	\$ 1,493
<b>Total Construction Cost</b>					<b>\$ -</b>

**Table 5.3.9**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Harris Lane Alternative 1**

No.	Description of Item	Units	Est. Qty	Cost/Unit	Total Cost
1	4" SDR 26 PVC Open Cut Excavation	LF	500	\$ 50.00	\$ 25,000
2	6" SDR 26 PVC Open Cut Excavation	LF		\$ 55.00	\$ -
3	8" SDR 26 PVC Open Cut Excavation	LF	1,620	\$ 80.00	\$ 129,600
4	Camera Inspection Pre For CIPP	LF	-	\$ 2.50	\$ -
5	Camera Inspection Post For CIPP	LF	-	\$ 2.50	\$ -
6	Heavy Cleaning For CIPP	LF	-	\$ 5.00	\$ -
7	8" CIPP	LF	-	\$ 35.00	\$ -
8	4" CIPP Lateral	LF	500	\$ 20.00	\$ 10,000
9	Manhole Rehabilitation	EA	-	\$ 2,000.00	\$ -
10	4' Dia. Sanitary Manhole	EA	7	\$ 5,000.00	\$ 35,000
11	Cleanout	EA	40	\$ 300.00	\$ 12,000
12	Cleanout W/Road Box	EA	4	\$ 400.00	\$ 1,600
13	Flowable Fill Existing Sewer Mains	CY	106	\$ 500.00	\$ 53,014
14	Abandon Existing Manholes	EA	7	\$ 500.00	\$ 3,500
15	Asphalt Pavement Repairs	SY	1,800	\$ 40.00	\$ 72,000
16	Concrete Sidewalk	SY	450	\$ 50.00	\$ 22,500
17	Drop Inlet Protection	EA	5	\$ 500.00	\$ 2,500
18	Silt Fencing	LF	1,620	\$ 4.00	\$ 6,480
19	Unmarked Utility	EA	2	\$ 1,100.00	\$ 2,200
20	Maintenance and Protection of Traffic	LS	2	\$ 10,000.00	\$ 20,000
21	Rock Removal	CY	720	\$ 100.00	\$ 72,000
22	Select Granular Fill	CY	2,160	\$ 20.00	\$ 43,200
23	#2 Stone	Tons	270	\$ 40.00	\$ 10,800
24	Mobilization	LS	1	\$ 15,641.83	\$ 15,642
25	Testing	LS	1	\$ 5,213.94	\$ 5,214
<b>Total Construction Cost</b>					<b>\$ 542,250</b>

**Table 5.3.10**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Soft Costs**

<b>Phase 1</b>				
No.	Description of Item	Percentage	Alternative 1	Alternative 2
1	Cleaning and Inspection	2.50%	\$ 32,056.70	\$ 49,587
2	Design*	7.50%	\$ 96,170.11	\$ 148,761
3	Bid	0.50%	\$ 6,411.34	\$ 9,917
4	Construction	2.50%	\$ 32,056.70	\$ 49,587
5	RPR	5.00%	\$ 64,113.41	\$ 99,174
6	PM	1.00%	\$ 12,822.68	\$ 19,835
7	Legal	1.00%	\$ 12,822.68	\$ 19,835
	<b>Total</b>	<b>20.00%</b>	<b>\$ 256,453.64</b>	<b>\$ 396,695.56</b>
<b>Phase 2</b>				
No.	Description of Item	Percentage	Alternative 1	Alternative 2
1	Cleaning and Inspection	2.50%	\$ 16,278.93	\$ 34,446
2	Design*	7.50%	\$ 48,836.78	\$ 103,338
3	Bid	0.50%	\$ 3,255.79	\$ 6,889
4	Construction	2.50%	\$ 16,278.93	\$ 34,446
5	RPR	5.00%	\$ 32,557.85	\$ 68,892
6	PM	1.00%	\$ 6,511.57	\$ 13,778
7	Legal	1.00%	\$ 6,511.57	\$ 13,778
	<b>Total</b>	<b>20.00%</b>	<b>\$ 130,231.40</b>	<b>\$ 275,568.80</b>
<b>Phase 3</b>				
No.	Description of Item	Percentage	Alternative 1	Alternative 2
1	Cleaning and Inspection	2.50%	\$ 17,931.13	\$ 24,411
2	Design*	7.50%	\$ 53,793.39	\$ 73,233
3	Bid	0.50%	\$ 3,586.23	\$ 4,882
4	Construction	2.50%	\$ 17,931.13	\$ 24,411
5	RPR	5.00%	\$ 35,862.26	\$ 48,822
6	PM	1.00%	\$ 7,172.45	\$ 9,764
7	Legal	1.00%	\$ 7,172.45	\$ 9,764
	<b>Total</b>	<b>20.00%</b>	<b>\$ 143,449.03</b>	<b>\$ 195,287.39</b>
Total Soft Costs			\$ 530,134.07	\$ 867,551.75

\*Includes Basis of Design Report & O&M Updates as Required



**Table 5.5.1**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Proposed Project Schedule**

Task	Deadline
Report Submission, Comment, Response, & Approval	6/30/2019
EFC IUP Listing	8/1/2019
Develop Plan and Secure Financing	12/31/2022
Final Design and Submission to DEC (Review Set)	3/1/2024
Final Approvable Plans and Spec Submission to DEC	7/1/2024
Substantial Completion (Sewer Mains and Pump Stations in Service)	12/31/2025
Project Closeout	9/1/2026

**Table 5.6.1**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Phase 1 Project Financing and User Rates - Funding Scenario 1 Version 2 Revised 7.1.19**

**Total Project Costs**

<b>Improvement Projects</b>		
Pump Station #1 & Mill Street/Marina	\$	626,500.44
Pump Station #2 & Worman Road	\$	412,169.33
Pump Station #3 & Old Arsenal Road	\$	243,598.40
Pump Station #4 & Fire Fly Lane	\$	-
Sisco and Main Street	\$	-
West Main Street	\$	-
Congress & Liberty Streets	\$	-
Harris Lane	\$	-
Soft Costs	\$	256,453.64
Project Contingencies @ 10%	\$	153,872.18
<b>Total Project Cost</b>	<b>\$</b>	<b>1,692,594.00</b>

**Potentially Available Funding**

NYS EFC, CWSRF Financing (Assuming Hardship)	\$	1,692,594
OCR (\$1,000,000 max)	\$	-
Northern Borders (\$500,000 max)	\$	-
WIIA (25% of non-grant)	\$	423,148
Total Loan	\$	1,269,445
Anticipated Loan Period	30 yrs	
Anticipated interest rate	0.00%	
Cost of Loan (Interest and Debt annually)	\$	42,314.85

**Estimated Cost Per User**

**Existing Annual Sewer Rates**

# of User Units (EDU)s 459.5

**Summary of Total Costs Per User**

2017 O&M	\$	270.00
2017 Existing Debt (Does not Include proposed 2015 report work)	\$	197.44
Proposed Debt Increase	\$	92.09
Proposed New Rate	<b>\$</b>	<b>559.53</b>

**Table 5.6.2**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Phase 1 Project Financing and User Rates - Funding Scenario 2 Version 2 Revised 7.1.19**

**Total Project Costs**

<b>Improvement Projects</b>		
Pump Station #1 & Mill Street/Marina	\$	626,500.44
Pump Station #2 & Worman Road	\$	412,169.33
Pump Station #3 & Old Arsenal Road	\$	243,598.40
Pump Station #4 & Fire Fly Lane	\$	-
Sisco and Main Street	\$	-
West Main Street	\$	-
Congress & Liberty Streets	\$	-
Harris Lane	\$	-
Soft Costs	\$	256,453.64
Project Contingencies @ 10%	\$	153,872.18
<b>Total Project Cost</b>	<b>\$</b>	<b>1,692,594.00</b>

**Potentially Available Funding**

NYS EFC, CWSRF Financing (Assuming Hardship)	\$	1,692,594
OCR (\$1,000,000 max)	\$	1,000,000
Northern Borders (\$500,000 max)	\$	500,000
WIIA (25% of non-grant)	\$	48,148
Total Loan	\$	144,445
Anticipated Loan Period	30 yrs	
Anticipated interest rate	0.00%	
Cost of Loan (Interest and Debt annually)	\$	4,814.85

**Estimated Cost Per User**

**Existing Annual Sewer Rates**

# of User Units (EDU)s 459.5

**Summary of Total Costs Per User**

2017 O&M	\$	270.00
2017 Existing Debt (Does not Include proposed 2015 report work)	\$	197.44
Proposed Debt Increase	\$	10.48
Proposed New Rate	<b>\$</b>	<b>477.91</b>

**Table 5.6.3**  
**Town of Westport**  
**Sewer District #1 Collection System Evaluation**  
**Phase 1, 2, & 3 Project Financing and User Rates - Funding Scenario 1 Version 2 Revised 7.1.19**

**Total Project Costs**

**Improvement Projects**

Pump Station #1 & Mill Street/Marina	\$ 626,500.44
Pump Station #2 & Worman Road	\$ 412,169.33
Pump Station #3 & Old Arsenal Road	\$ 243,598.40
Pump Station #4 & Fire Fly Lane	\$ 19,760.00
Sisco and Main Street	\$ 375,031.22
West Main Street	\$ 276,125.78
Congress & Liberty Streets	\$ -
Harris Lane	\$ 542,250.15
Soft Costs	\$ 499,087.07
Project Contingencies @ 10%	\$ 299,452.24

**Total Project Cost**

\$ 3,293,974.64

**Potentially Available Funding**

NYS EFC, CWSRF Financing (Assuming Hardship)	\$ 3,293,975
OCR (\$1,000,000 max)	\$ -
Northern Borders (\$500,000 max)	\$ -
WIIA (25% of non-grant)	\$ 823,494
Total Loan	\$ 2,470,481
Anticipated Loan Period	30 yrs
Anticipated interest rate	0.00%
Cost of Loan (Interest and Debt annually)	\$ 82,349.37

**Estimated Cost Per User**

**Existing Annual Sewer Rates**

# of User Units (EDU)s	459.5
------------------------	-------

**Summary of Total Costs Per User**

2017 O&M	\$ 270.00
2017 Existing Debt (Does not Include proposed 2015 report work)	\$ 197.44
Proposed Debt Increase	\$ 179.22
Proposed New Rate	\$ 646.65

Table 5.6.4  
Town of Westport  
Sewer District #1 Collection System Evaluation  
Phase 1, 2, & 3 Project Financing and User Rates - Funding Scenario 2 Version 2 Revised 7.1.19

**Total Project Costs**

**Improvement Projects**

Pump Station #1 & Mill Street/Marina	\$ 626,500.44
Pump Station #2 & Worman Road	\$ 412,169.33
Pump Station #3 & Old Arsenal Road	\$ 243,598.40
Pump Station #4 & Fire Fly Lane	\$ 19,760.00
Sisco and Main Street	\$ 375,031.22
West Main Street	\$ 276,125.78
Congress & Liberty Streets	\$ -
Harris Lane	\$ 542,250.15
Soft Costs	\$ 499,087.07
Project Contingencies @ 10%	\$ 153,872.18

**Total Project Cost**

\$ 3,148,394.58

**Potentially Available Funding**

NYS EFC, CWSRF Financing (Assuming Hardship)	\$ 3,148,395
OCR (\$1,000,000 max)	\$ 1,000,000
Northern Borders (\$500,000 max)	\$ 500,000
WIIA (25% of non-grant)	\$ 412,099
Total Loan	\$ 1,236,296
Anticipated Loan Period	30 yrs
Anticipated interest rate	0.00%
Cost of Loan (Interest and Debt annually)	\$ 41,209.86

**Estimated Cost Per User**

**Existing Annual Sewer Rates**

# of User Units (EDU)s	459.5
------------------------	-------

**Summary of Total Costs Per User**

2017 O&M	\$ 270.00
2017 Existing Debt (Does not Include proposed 2015 report work)	\$ 197.44
Proposed Debt Increase	\$ 89.68
Proposed New Rate	\$ 557.12

# APPENDIX A

## RELEVANT DOCUMENTS

# SPDES PERMIT

**New York State Department of Environmental Conservation**

**Division of Environmental Permits**

NYSDEC HEADQUARTERS  
625 BROADWAY  
ALBANY, NY 12233  
(518) 402-9167



**SPDES PERMIT RENEWAL**

2/17/2016

**Michael K Tyler**  
Town of Westport  
22 Champlain Ave PO Box 465  
Westport NY 12993-0465

**Permittee Name: TOWN OF WESTPORT**  
**Facility Name: WESTPORT WWTP**  
**Ind. Code: 4952 County: ESSEX**  
**DEC ID: 5-1550-00016/00001 SPDES No.: NY0020222**  
**Permit Effective Date: 6/1/2016**  
**Permit Expiration Date: 5/31/2021**

Dear Permittee,

The State Pollutant Elimination System (SPDES) permit renewal for the facility referenced above is approved with the new effective and expiration dates. This letter together with the previous valid permit for this facility effective on 12/06/2011 and any subsequent modifications constitute authorization to discharge wastewater in accordance with all terms, conditions and limitations specified in the previously issued permit(s).

As a reminder, SPDES permits are renewed at a central location in Albany in order to make the process more efficient. All other concerns with your permit, including applications for permit modification or transfer to a new owner, a name change, and other questions, should be directed to:

Regional Permit Administrator  
NYSDEC Region 5 Headquarters  
1115 St Rte 86  
Ray Brook, NY 12977-0296  
(518) 897-1211

If you have already filed an application for modification of your permit, it will be processed separately by that office.

If you have questions concerning this permit renewal, please contact LINDY SUE CZUBERNAT at (518) 402-9167.

Sincerely,

Stuart M. Fox  
Deputy Chief Permit Administrator

CC:  
RPA  
BWC

RWE  
File

BWP  
EPA





NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
**State Pollutant Discharge Elimination System (SPDES)**  
**DISCHARGE PERMIT**

Industrial Code: 4952 SPDES Number: NY - 002 0222  
 Discharge Class (CL): 07 DEC Number: 5-1550-00016/00001  
 Toxic Class (TX): N Effective Date (EDP): 06/01/2006  
 Major Drainage Basin: 10 Expiration Date (ExDP): 05/31/2016  
 Sub Drainage Basin: 01 Modification Dates: (EDPM) 01/01/2012  
 Water Index Number: C  
 Compact Area: NEIWPCC

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

**PERMITTEE NAME AND ADDRESS**

Name: Town of Westport Attention: Town Supervisor  
 Street: 22 Champlain Ave, P.O. Box 465  
 City: Westport State: New York Zip Code: 12993-0465

is authorized to discharge from the facility described below:

**FACILITY NAME AND ADDRESS**

Name: Westport Sewer District No. 1 Wastewater Treatment Plant  
 Location (C,T,V): Town of Westport County: Essex  
 Facility Address: 18 Marks Road  
 City: Westport State: New York Zip Code: 12993-0465  
 NYTM -E: 625.247 NYTM -N: 4893.620  
 From Outfall No.: 001 at Latitude: 44 ° 11 ' 8.1 " & Longitude: 73 ° 26 ' 3.41 "  
 into receiving waters known as: Lake Champlain Class: A

And; (list other Outfalls, Receiving Waters & Water Classifications)

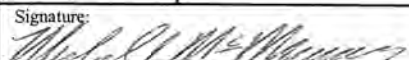
in accordance with: effluent limitations; monitoring and reporting requirements; other provisions and conditions set forth in this permit; and 6 NYCRR Part 750-1.2(a) and 750-2.

**DISCHARGE MONITORING REPORT (DMR) MAILING ADDRESS**

Mailing Name: Westport S.D. No. 1 Wastewater Treatment Plant  
 Street: P.O. Box 465  
 City: Westport State: New York Zip Code: 12993-0465  
 Responsible Official or Agent: Chief Operator Phone: 518 962-4419

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

DISTRIBUTION: Cheri Jamison, BWP, Permits Coordinator  
 Bill Lupo, Regional Water Engineer  
 Michelle Josilo, EPA Region 2  
 Jason Denno, NYS EFC  
 Susan Kennedy, Department of Health

Permit Administrator: <u>Michael J. McMurray</u>	
Address:	<u>P.O. Box 296, Route 86</u> <u>Ray Brook, New York 12977-0296</u>
Signature: 	Date: <u>12/6/11</u>

## PERMIT LIMITS, LEVELS AND MONITORING DEFINITIONS

OUTFALL	WASTEWATER TYPE	RECEIVING WATER	EFFECTIVE	EXPIRING		
	This cell describes the type of wastewater authorized for discharge. Examples include process or sanitary wastewater, storm water, non-contact cooling water.	This cell lists classified waters of the state to which the listed outfall discharges.	The date this page starts in effect. (e.g. EDP or EDPM)	The date this page is no longer in effect. (e.g. ExDP)		
PARAMETER	MINIMUM	MAXIMUM	UNITS	SAMPLE FREQ.	SAMPLE TYPE	
e.g. pH, TRC, Temperature, D.O.	The minimum level that must be maintained at all instants in time.	The maximum level that may not be exceeded at any instant in time.	SU, °F, mg/l, etc.			
PARA-METER	EFFLUENT LIMIT	MINIMUM LEVEL (ML)	ACTION LEVEL	UNITS	SAMPLE FREQUENCY	SAMPLE TYPE
	Limit types are defined below in Note 1. The effluent limit is developed based on the more stringent of technology-based limits, required under the Clean Water Act, or New York State water quality standards. The limit has been derived based on existing assumptions and rules. These assumptions include receiving water hardness, pH and temperature; rates of this and other discharges to the receiving stream; etc. If assumptions or rules change the limit may, after due process and modification of this permit, change.	For the purposes of compliance assessment, the analytical method specified in the permit shall be used to monitor the amount of the pollutant in the outfall to this level, provided that the laboratory analyst has complied with the specified quality assurance/quality control procedures in the relevant method. Monitoring results that are lower than this level must be reported, but shall not be used to determine compliance with the calculated limit. This ML can be neither lowered nor raised without a modification of this permit.	Action Levels are monitoring requirements, as defined below in Note 2, that trigger additional monitoring and permit review when exceeded.	This can include units of flow, pH, mass, Temperature, concentration. Examples include µg/l, lbs/d, etc.	Examples include Daily, 3/week, weekly, 2/month, monthly, quarterly, 2/yr and yearly.	Examples include grab, 24 hour composite and 3 grab samples collected over a 6 hour period.

**Note 1: DAILY DISCHARGE:** The discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for the purposes of sampling. For pollutants expressed in units of mass, the 'daily discharge' is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the 'daily discharge' is calculated as the average measurement of the pollutant over the day.

**DAILY MAX.:** The highest allowable daily discharge. **DAILY MIN.:** The lowest allowable daily discharge.

**MONTHLY AVG:** The highest allowable average of daily discharges over a calendar month, calculated as the sum of each of the daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

**7 DAY ARITHMETIC MEAN (7 day average):** The highest allowable average of daily discharges over a calendar week.

**30 DAY GEOMETRIC MEAN:** The highest allowable geometric mean of daily discharges over a calendar month, calculated as the antilog of: the sum of the log of each of the daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

**7 DAY GEOMETRIC MEAN:** The highest allowable geometric mean of daily discharges over a calendar week.

**RANGE:** The minimum and maximum instantaneous measurements for the reporting period must remain between the two values shown.

**Note 2: ACTION LEVELS:** Routine Action Level monitoring results, if not provided for on the Discharge Monitoring Report (DMR) form, shall be appended to the DMR for the period during which the sampling was conducted. If the additional monitoring requirement is triggered as noted below, the permittee shall undertake a short-term, high-intensity monitoring program for the parameter(s). Samples identical to those required for routine monitoring purposes shall be taken on each of at least three consecutive operating and discharging days and analyzed. Results shall be expressed in terms of both concentration and mass, and shall be submitted no later than the end of the third month following the month when the additional monitoring requirement was triggered. Results may be appended to the DMR or transmitted under separate cover to the same address. If levels higher than the Action Levels are confirmed, the permit may be reopened by the Department for consideration of revised Action Levels or effluent limits. The permittee is not authorized to discharge any of the listed parameters at levels which may cause or contribute to a violation of water quality standards.

## PERMIT LIMITS, LEVELS AND MONITORING

OUTFALL No.	LIMITATIONS APPLY:	RECEIVING WATER	EFFECTIVE	EXPIRING						
001	All Year	Lake Champlain	EDP	ExDP						
PARAMETER	EFFLUENT LIMIT					MONITORING REQUIREMENTS				FN
	Type	Limit	Units	Limit	Units	Sample Frequency	Sample Type	Location		
								Inf.	Eff.	
Flow	Monthly average	0.180	MGD			Continuous	Recorder		X	
Flow	Daily maximum	Monitor	MGD			Continuous	Recorder		X	
BOD <sub>5</sub>	Monthly average	30	mg/l	34	lbs/dy	1 per month	24-hr. comp.	X	X	
BOD <sub>5</sub>	7 day average	45	mg/l	51	lbs/dy	1 per month	24-hr. comp.	X	X	
BOD <sub>5</sub> Percent Removal	Monthly average	85	%				Calculated			1
Solids, Suspended	Monthly average	30	mg/l	34	lbs/dy	1 per month	24-hr. comp.	X	X	
Solids, Suspended	7 day average	45	mg/l	51	lbs/dy	1 per month	24-hr. comp.	X	X	
Solids, Suspended Percent Removal	Monthly average	85	%				Calculated			1
Solids, Settleable	Daily maximum	0.3	ml/l			1 per day	Grab	X	X	
pH	Range	6.0 – 9.0	SU			1 per day	Grab	X	X	
Phosphorus, Total (as P)	12 Month rolling average			2.00	lbs/dy	1 per month	24-hr. comp.		X	
Phosphorus, Total (as P)	Monthly average	Monitor	mg/l	Monitor	lbs/dy	1 per month	24-hr. comp.	X	X	
Temperature	Daily maximum	Monitor	Deg C			1 per day	Grab	X	X	
Effluent Disinfection required: <input checked="" type="checkbox"/> All Year <input type="checkbox"/> Seasonal from ____ to ____.										
Chlorine, Total Residual	Daily maximum	2.0	mg/l			1 per day	Grab		X	
Coliform, Fecal	30 day geometric mean	200	No./100 ml			1 per month	Grab		X	
Coliform, Fecal	7 day geometric mean	400	No./100 ml			1 per month	Grab		X	

**FOOTNOTES:** 1. Effluent shall not exceed 15 % of influent concentration.

**MERCURY MINIMIZATION PROGRAM**

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

## DISCHARGE NOTIFICATION REQUIREMENTS

a) The permittee shall maintain the existing identification signs at all outfalls to surface waters, which have not been waived by the Department in accordance with 17-0815-a of the Environmental Conservation Law. The sign(s) shall be conspicuous, legible and in as close proximity to the point of discharge as is reasonably possible while ensuring the maximum visibility from the surface water and shore. The signs shall be installed in such a manner to pose minimal hazard to navigation, bathing or other water related activities. If the public has access to the water from the land in the vicinity of the outfall, an identical sign shall be posted to be visible from the direction approaching the surface water.

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

<b>N.Y.S. PERMITTED DISCHARGE POINT</b>	
<b>SPDES PERMIT No.: NY 002 0222</b>	
<b>OUTFALL No. : 001</b>	
For information about this permitted discharge contact:	
Permittee Name: Westport Sewer District No. 1 Wastewater Treatment Plant	
Permittee Contact: Town of Westport 22 Champlain Avenue P.O. Box 465 Westport, NY 12993-0465	
Permittee Phone:	(518) – 962-4419
OR:	
NYSDEC Division of Water Regional Office Address : NYS DEC Region 5 P.O. Box 296, Route 86 Ray Brook, NY 12977	
NYSDEC Division of Water Regional Phone: ( 518) - 897 -1241	

b) For each discharge required to have a sign in accordance with a), the permittee shall provide for public review at a repository accessible to the public, copies of the Discharge Monitoring Reports (DMRs) as required by the **RECORDING, REPORTING AND ADDITIONAL MONITORING REQUIREMENTS** page of this permit. This repository shall be open to the public, at a minimum, during normal daytime business hours. The repository may be at the business office repository of the permittee or at an off-premises location of its choice (such location shall be the village, town, city or county clerk's office, the local library or other location as approved by the Department). In accordance with the **RECORDING, REPORTING AND ADDITIONAL MONITORING REQUIREMENTS** page of your permit, each DMR shall be maintained on record for a period of five years.

c) The permittee shall periodically inspect the outfall identification signs in order to ensure that they are maintained, are still visible and contain information that is current and factually correct.

### SCHEDULE OF COMPLIANCE

The permittee shall comply with the following schedule:

a) **Collection System Monitoring & Maintenance**

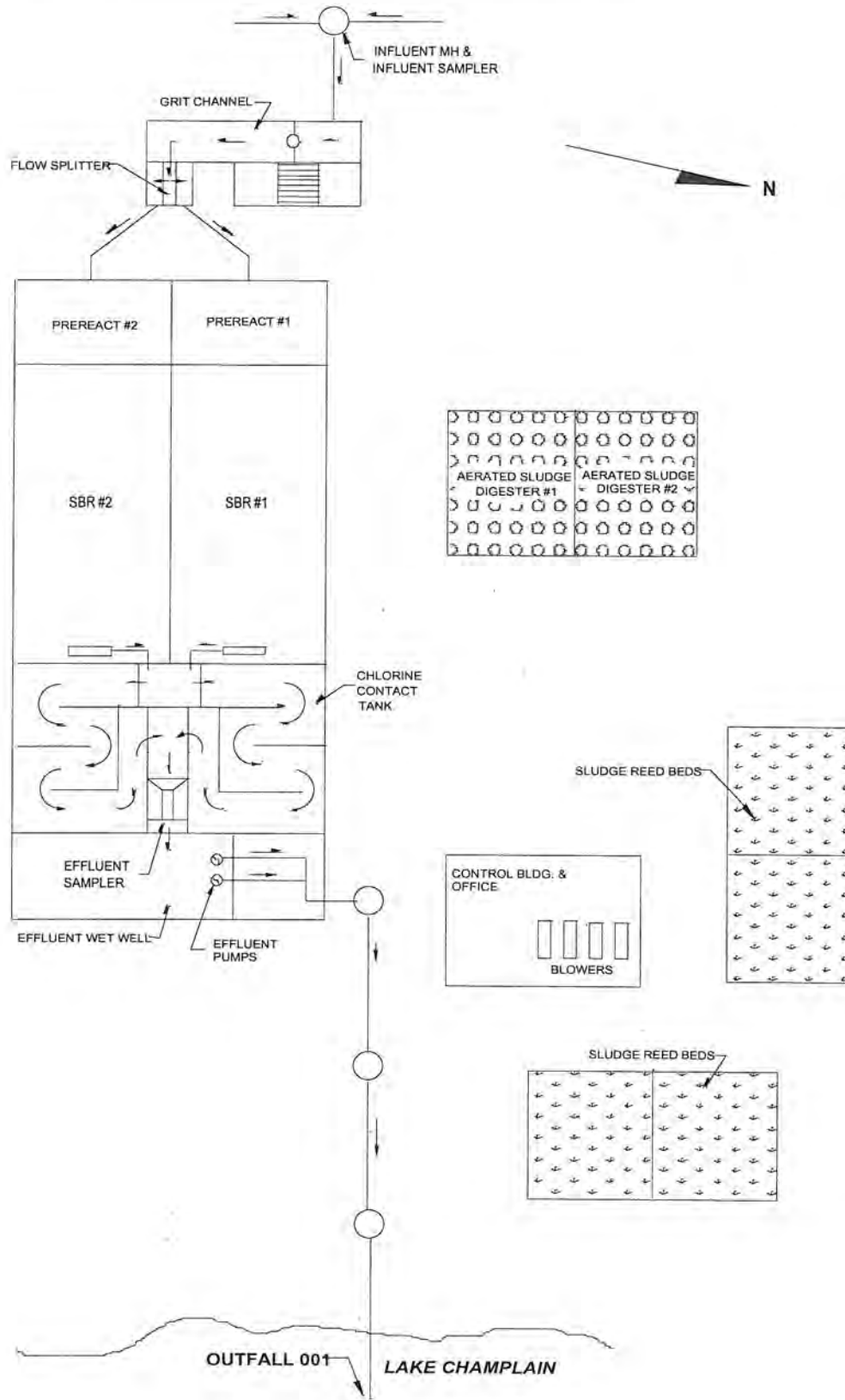
Outfall Number(s)	Compliance Action	Due Date
	1. Permittee shall implement an ongoing sewer system assessment, flow monitoring, correction and maintenance plan for the purpose of controlling infiltration and inflow into the collection system so as not to contribute to exceedances of permitted flow capacity at the WWTP.  2. The plan shall be conducted for a period of 5 years.  3. The permittee shall submit an annual report detailing the actions taken the preceding year in accordance with Compliance Action 1. above. The report shall include: a) a description of the collection system areas investigated to include street locations, manholes, length of sewers, etc. b) a description of collection system areas repaired/replaced including sewerline lengths, number of manholes, etc. c) dates of investigation(s) and repairs/replacements.	EDP  EDP plus 5 years  January 31 <sup>st</sup> of each year

The above compliance actions are one time requirements. When this permit is administratively renewed by NYSDEC letter entitled A SPDES NOTICE/RENEWAL APPLICATION/PERMIT, the permittee is not required to repeat the submission. The above due dates are independent from the effective date of the permit stated in the letter of SPDES NOTICE/RENEWAL APPLICATION/PERMIT.

b) The permittee shall submit copies of any document required by the above schedule of compliance to NYSDEC Regional Water Engineer at the location listed under the section of this permit entitled RECORDING, REPORTING AND ADDITIONAL MONITORING REQUIREMENTS, unless otherwise specified in this permit or in writing by the Department.

## MONITORING LOCATION FOR OUTFALL 001

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



**RECORDING, REPORTING AND ADDITIONAL MONITORING REQUIREMENTS**

- a) The permittee shall also refer to 6 NYCRR Part 750-1.2(a) and 750-2 for additional information concerning monitoring and reporting requirements and conditions.
- b) The monitoring information required by this permit shall be summarized, signed and retained for a period of five years from the date of the sampling for subsequent inspection by the Department or its designated agent. **Also, monitoring information required by this permit shall be summarized and reported by submitting;**

(if box is checked) completed and signed Discharge Monitoring Report (DMR) forms for each 1 month reporting period to the locations specified below. Blank forms are available at the Department's Albany office listed below. The first reporting period begins on the effective date of this permit and the reports will be due no later than the 28th day of the month following the end of each reporting period.

(if box is checked) an annual report to the Regional Water Engineer at the address specified below. The annual report is due by February 1 and must summarize information for January to December of the previous year in a format acceptable to the Department.

(if box is checked) a monthly "Wastewater Facility Operation Report..." (form 92-15-7) to the:

Regional Water Engineer and/or  County Health Department or Environmental Control Agency specified below

Send the DMRs with **original signatures** to:

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

Phone: (518) 402-8177

Send a **copy** of each DMR page to:

Department of Environmental Conservation  
Regional Water Engineer  
P. O. Box 296, Route 86  
Ray Brook, New York 12977-0296

Phone: (518) 897-1241

Send an **additional copy** of each DMR page to:

- c) Noncompliance with the provisions of this permit shall be reported to the Department as prescribed in 6 NYCRR Part 750-1.2(a) and 750-2.
- d) Monitoring must be conducted according to test procedures approved under 40 CFR Part 136, unless other test procedures have been specified in this permit.
- e) If the permittee monitors any pollutant more frequently than required by the permit, using test procedures approved under 40 CFR Part 136 or as specified in this permit, the results of this monitoring shall be included in the calculations and recording of the data on the Discharge Monitoring Reports.
- f) Calculation for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified in this permit.
- g) Unless otherwise specified, all information recorded on the Discharge Monitoring Report shall be based upon            measurements and sampling carried out during the most recently completed reporting period.
- h) Any laboratory test or sample analysis required by this permit for which the State Commissioner of Health issues certificates of approval pursuant to section five hundred two of the Public Health Law shall be conducted by a laboratory which has been issued a certificate of approval. Inquiries regarding laboratory certification should be sent to the Environmental Laboratory Accreditation Program, New York State Health Department Center for Laboratories and Research, Division of Environmental Sciences, The Nelson A. Rockefeller Empire State Plaza, Albany, New York 12201.



# DEC REVIEW LETTER

## NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Office of Environmental Quality, Region 5  
1115 State Route 86, PO Box 296, Ray Brook, NY 12977  
P: (518) 897-1241 | F: (518) 897-1245  
[www.dec.ny.gov](http://www.dec.ny.gov)

### Via Email Only

May 11, 2016

Honorable Michael Tyler  
Supervisor, Town of Westport  
PO Box 465, 22 Champlain Ave  
Westport, NY 12993  
Email: [supervisor@westportny.net](mailto:supervisor@westportny.net)

**RE: Review of 2015 Collection System Monitoring and Maintenance Annual Report  
Westport Sewer District #1 WWTP  
SPDES No. NY 002-0222  
Westport (T), Essex County**

Dear Supervisor Tyler:

This letter acknowledges receipt of the permit-required 2015 Collection System Monitoring and Maintenance Annual Report on February 1, 2016. The Collection System Monitoring and Maintenance Schedule was added to the permit as an Inflow and Infiltration (I&I) investigation and reduction program which was supposed to include flow monitoring within the collection system.

The enclosed graph of Effluent DMR data shows that while baseline dry weather flows average 50,000-60,000 gpd of treated sewage discharged to the lake, wet weather flows contribute I&I surges of several times the plant design volume.

While continued progress has been made by the Town staff since the inception of the formal reporting program in 2012 with the support of NYRWA and a private contractor, greater than half of the sanitary sewer system remains to be investigated. The Flow Management Plan and Performance Evaluation submitted on behalf of the Town by AES Northeast in July 2010 recommended flow monitoring at key manholes (#79, #72, #26) in the system, as well as video and smoke testing. Flow monitoring and sump pump connection surveys should be included in the annual monitoring and maintenance work and it is unclear whether this has been done.

Please be aware of funds currently available via NYSDEC and Environmental Facilities Corporation (EFC) for Engineering Planning Grants (EPG) up to \$100,000 for qualifying municipalities and projects such as I&I investigations. The required 20% match may include in-kind services. This year's **application deadline is Friday July 29, 2016**. Detailed information may be found at the following websites:

Hon. Michael Tyler  
Re: Westport Sewer District #1, WWTP  
May 11, 2016  
Page 2

- <http://www.dec.ny.gov/pubs/81196.html>
- <http://www.dec.ny.gov/pubs/83186.html>
- <http://www.efc.ny.gov/Default.aspx?tabid=485>

Given that many inflow problems can be attributed to insufficient municipal stormwater infrastructure, the Town may also want to explore EFC's Green Innovation Grant Program (GIGP). Information may be found at <http://www.efc.ny.gov/Default.aspx?tabid=461>. This year's application deadline is July 29, 2016 and the required 10% match may be provided by in-kind goods and services. It is possible that an Engineering Report produced with an EPG may be used as the Feasibility Study required as part of the GIGP application. Please contact EFC for further information.

If you have any questions or comments regarding the enclosed, please contact me.

Sincerely,

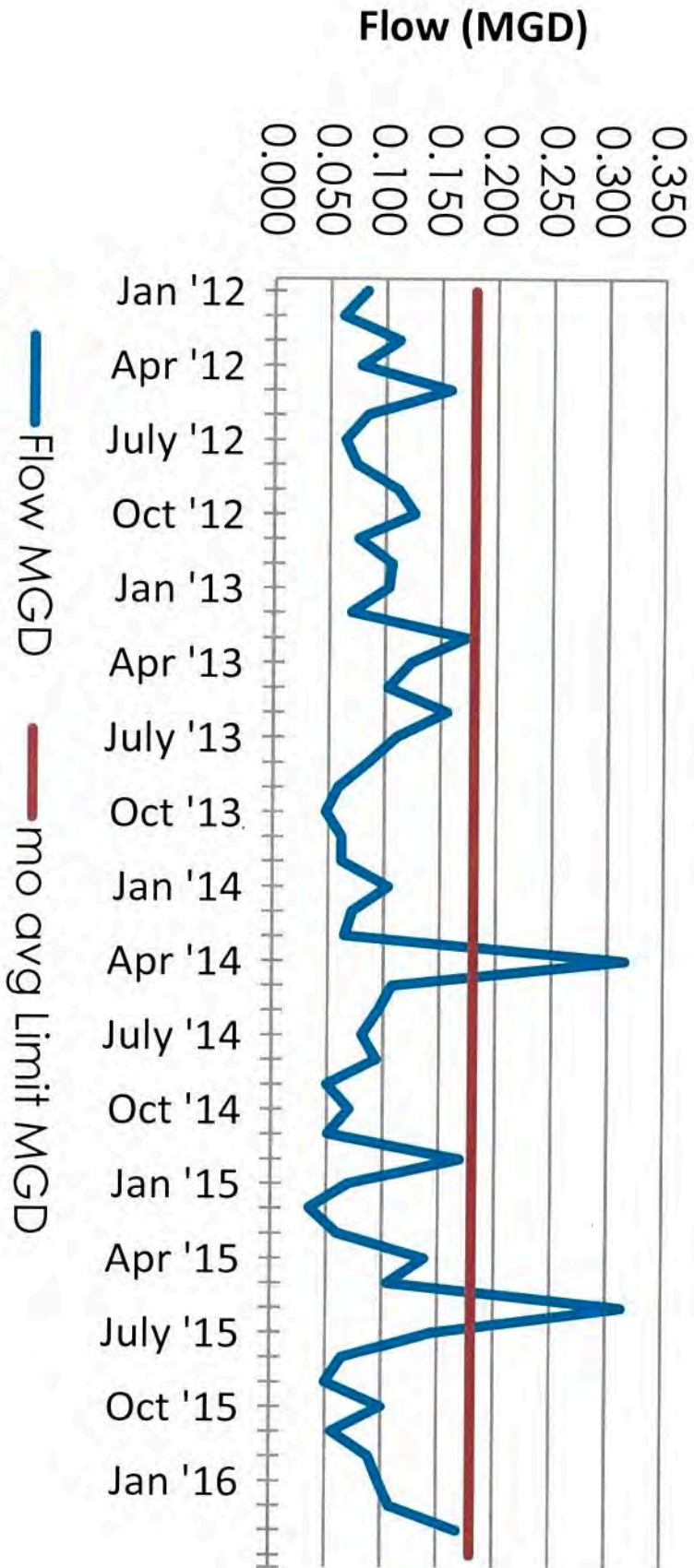


Tamara J. Venne  
Environmental Program Specialist

TJV:pm

ec: Town Board  
D. Westover, Superintendent DPW  
D. St. Louis, Chief Operator  
R. Wagner, PE  
J. Denno, EFC

# Westport SD#1 WWTP DMR data



# USFWS IPAC System Trust Resources

# IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

## Location

Essex County, New York



## Local office

New York Ecological Services Field Office

☎ (607) 753-9334

📅 (607) 753-9699

3817 Luker Road  
Cortland, NY 13045-9385

<http://www.fws.gov/northeast/nyfo/es/section7.htm>

# Endangered species

**This resource list is for informational purposes only and does not constitute an analysis of project level impacts.**

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population, even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species<sup>1</sup> and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries<sup>2</sup>).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information.
2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

## Mammals

NAME

STATUS

Indiana Bat *Myotis sodalis*

Endangered

There is **final** critical habitat for this species. Your location is outside the critical habitat.

<https://ecos.fws.gov/ecp/species/5949>

Northern Long-eared Bat *Myotis septentrionalis*

Threatened

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/9045>

## Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

## Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act<sup>1</sup> and the Bald and Golden Eagle Protection Act<sup>2</sup>.

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern <http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>
- Measures for avoiding and minimizing impacts to birds <http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>
- Nationwide conservation measures for birds <http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the



Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)
<p><b>Bald Eagle</b> <i>Haliaeetus leucocephalus</i>            This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.  <a href="https://ecos.fws.gov/ecp/species/1626">https://ecos.fws.gov/ecp/species/1626</a></p>	Breeds Dec 1 to Aug 31
<p><b>Black-billed Cuckoo</b> <i>Coccyzus erythrophthalmus</i>            This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.  <a href="https://ecos.fws.gov/ecp/species/9399">https://ecos.fws.gov/ecp/species/9399</a></p>	Breeds May 15 to Oct 10
<p><b>Bobolink</b> <i>Dolichonyx oryzivorus</i>            This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</p>	Breeds May 20 to Jul 31
<p><b>Dunlin</b> <i>Calidris alpina arcticola</i>            This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA</p>	Breeds elsewhere
<p><b>Eastern Whip-poor-will</b> <i>Antrostomus vociferus</i>            This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</p>	Breeds May 1 to Aug 20

**Golden Eagle** *Aquila chrysaetos*

Breeds Jan 1 to Aug 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

<https://ecos.fws.gov/ecp/species/1680>

**Golden-winged Warbler** *Vermivora chrysoptera*

Breeds May 1 to Jul 20

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/8745>

**Semipalmated Sandpiper** *Calidris pusilla*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

**Snowy Owl** *Bubo scandiacus*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

**Wood Thrush** *Hylocichla mustelina*

Breeds May 10 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

## Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

### Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted

Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is  $0.25/0.25 = 1$ ; at week 20 it is  $0.05/0.25 = 0.2$ .

- The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

**Breeding Season (■)**

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

**Survey Effort (|)**

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

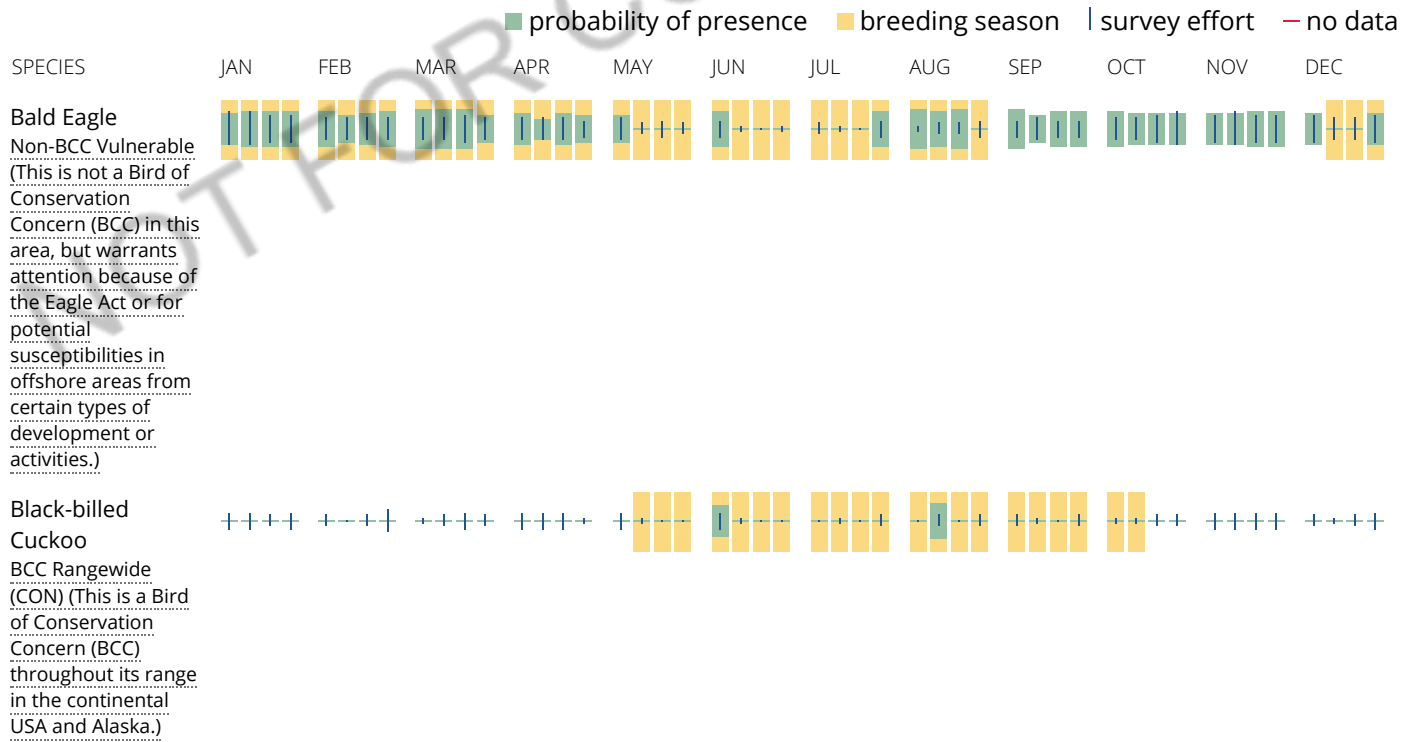
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

**No Data (-)**

A week is marked as having no data if there were no survey events for that week.

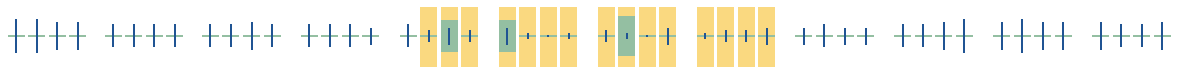
**Survey Timeframe**

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.





Wood Thrush  
BCC Rangewide  
(CON) (This is a Bird  
of Conservation  
Concern (BCC)  
throughout its range  
in the continental  
USA and Alaska.)



**Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.**

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) and/or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

**What does IPaC use to generate the migratory birds potentially occurring in my specified location?**

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [E-bird Explore Data Tool](#).

**What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?**

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

**How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?**

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: [The Cornell Lab of Ornithology All About Birds Bird Guide](#), or (if you are unsuccessful in locating the bird of interest there), the [Cornell Lab of Ornithology Neotropical Birds guide](#). If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

**What are the levels of concern for migratory birds?**

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

### Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

### What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

### Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

## Facilities

## National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

## Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

## Wetlands in the National Wetlands Inventory

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

WETLAND INFORMATION IS NOT AVAILABLE AT THIS TIME

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the [NWI map](#) to view wetlands at this location.

### Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

### Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters.

Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

### Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

NOT FOR CONSULTATION



# USFWS Northern Long-Eared Bat Fact Sheet



## Northern Long-Eared Bat

### *Myotis septentrionalis*

The northern long-eared bat is federally listed as a threatened species under the Endangered Species Act. **Endangered** species are animals and plants that are in danger of becoming extinct. **Threatened** species are animals and plants that are likely to become endangered in the foreseeable future. Identifying, protecting and restoring endangered and threatened species is the primary objective of the U.S. Fish and Wildlife Service's Endangered Species Program.

#### What is the northern long-eared bat?

**Appearance:** The northern long-eared bat is a medium-sized bat with a body length of 3 to 3.7 inches and a wingspan of 9 to 10 inches. Their fur color can be medium to dark brown on the back and tawny to pale-brown on the underside. As its name suggests, this bat is distinguished by its long ears, particularly as compared to other bats in its genus, *Myotis*.

**Winter Habitat:** Northern long-eared bats spend winter hibernating in caves and mines, called hibernacula. They use areas in various sized caves or mines with constant temperatures, high humidity, and no air currents. Within hibernacula, surveyors find them hibernating most often in small crevices or cracks, often with only the nose and ears visible.

**Summer Habitat:** During the summer, northern long-eared bats roost singly or in colonies underneath bark, in cavities or in crevices of both live trees and snags (dead trees). Males and non-reproductive females may also roost in cooler places, like caves and mines. Northern long-eared bats seem to be flexible in selecting roosts, choosing roost trees based on suitability to retain bark or provide cavities or crevices. They rarely roost in human structures like barns and sheds.

**Reproduction:** Breeding begins in late summer or early fall when males begin to swarm near hibernacula. After



*This northern long-eared bat, observed during an Illinois mine survey, shows visible symptoms of white-nose syndrome.*

copulation, females store sperm during hibernation until spring. In spring, females emerge from their hibernacula, ovulate and the stored sperm fertilizes an egg. This strategy is called delayed fertilization.

After fertilization, pregnant bats migrate to summer areas where they roost in small colonies and give birth to a single pup. Maternity colonies of females and young generally have 30 to 60 bats at the beginning of the summer, although larger maternity colonies have also been observed. Numbers of bats in roosts typically decrease from the time of pregnancy to post-lactation. Most bats within a maternity colony give birth around the same time, which may occur from late May or early June to late July, depending where the colony is located within the species' range. Young bats start flying by 18 to 21 days after birth. Maximum lifespan for the northern long-eared bat is estimated to be up to 18.5 years.

**Feeding Habits:** Like most bats, northern long-eared bats emerge at dusk to feed. They primarily fly through the

understory of forested areas feeding on moths, flies, leafhoppers, caddisflies, and beetles, which they catch while in flight using echolocation or by gleaning motionless insects from vegetation.

**Range:** The northern long-eared bat's range includes much of the eastern and north central United States, and all Canadian provinces from the Atlantic Ocean west to the southern Yukon Territory and eastern British Columbia. The species' range includes 37 States and the District of Columbia: Alabama, Arkansas, Connecticut, Delaware, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Vermont, Virginia, West Virginia, Wisconsin, and Wyoming.

#### Why is the northern long-eared bat in trouble?

**White-nose Syndrome:** No other threat is as severe and immediate as

this. If this disease had not emerged, it is unlikely that northern long-eared bat populations would be experiencing such dramatic declines. Since symptoms were first observed in New York in 2006, white-nose syndrome has spread rapidly from the Northeast to the Midwest and Southeast; an area that includes the core of the northern long-eared bat's range, where it was most common before this disease. Numbers of northern long-eared bats (from hibernacula counts) have declined by up to 99 percent in the Northeast. Although there is uncertainty about the rate that white-nose syndrome will spread throughout the species' range, it is expected to continue to spread throughout the United States in the foreseeable future.

#### **Other Sources of Mortality:**

Although no significant population declines have been observed due to the sources of mortality listed below, they may now be important factors affecting this bat's viability until we find ways to address WNS.

**Impacts to Hibernacula:** Gates or other structures intended to exclude people from caves and mines not only restrict bat flight and movement, but also change airflow and microclimates. A change of even a few degrees can make a cave unsuitable for hibernating bats. Also, cave-dwelling bats are vulnerable to human disturbance while hibernating. Arousal during hibernation causes bats to use up their energy stores, which may lead to bats not surviving through winter.

#### **Loss or Degradation of Summer**

**Habitat:** Highway construction, commercial development, surface mining, and wind facility construction permanently remove habitat and are activities prevalent in many areas of this bat's range. Many forest management activities benefit bats by keeping areas forested rather than converted to other uses. But, depending on type and timing, some forest management activities can cause mortality and temporarily remove or degrade roosting and foraging habitat.

**Wind Farm Operation:** Wind turbines kill bats, and, depending on the species, in very large numbers. Mortality from windmills has been documented for northern long-eared bats, although a

small number have been found to date. However, there are many wind projects within a large portion of the bat's range and many more are planned.

#### **What Is Being Done to Help the Northern Long-Eared Bat?**

**Disease Management:** Actions have been taken to try to reduce or slow the spread of white-nose syndrome through human transmission of the fungus into caves (e.g. cave and mine closures and advisories; national decontamination protocols). A national plan was prepared by the Service and other state and federal agencies that details actions needed to investigate and manage white-nose syndrome. Many state and federal agencies, universities and non-governmental organizations are researching this disease to try to control its spread and address its affect. See [www.whitenosesyndrome.org/](http://www.whitenosesyndrome.org/) for more.

#### **Addressing Wind Turbine**

**Mortality:** The Service and others are working to minimize bat mortality from wind turbines on several fronts. We fund and conduct research to determine why bats are susceptible to turbines, how to operate turbines to minimize mortality and where important bird and bat migration routes are located. The Service, state natural resource agencies, and the wind energy industry are developing a Midwest Wind Energy Habitat Conservation Plan, which will provide wind farms a mechanism to continue operating legally while minimizing and mitigating listed bat mortality.

**Listing:** The northern long-eared bat is listed as a threatened species under the federal Endangered Species Act. Listing a species affords it the protections of the Act and also increases the priority of the species for funds, grants, and recovery opportunities.

**Hibernacula Protection:** Many federal and state natural resource agencies and conservation organizations have protected caves and mines that are important hibernacula for cave-dwelling bats.

#### **What Can I Do?**

##### ***Do Not Disturb Hibernating Bats:***

To protect bats and their habitats, comply with all cave and mine closures, advisories, and regulations. In areas without a cave and mine closure policy, follow approved decontamination protocols (see <http://whitenosesyndrome.org/topics/decontamination>). Under no circumstances should clothing, footwear, or equipment that was used in a white-nose syndrome affected state or region be used in unaffected states or regions.

##### ***Leave Dead and Dying Trees***

**Standing:** Like most eastern bats, the northern long-eared bat roosts in trees during summer. Where possible and not a safety hazard, leave dead or dying trees on your property. Northern long-eared bats and many other animals use these trees.

**Install a Bat Box:** Dead and dying trees are usually not left standing, so trees suitable for roosting may be in short supply and bat boxes may provide additional roost sites. Bat boxes are especially needed from April to August when females look for safe and quiet places to give birth and raise their pups.

**Support Sustainability:** Support efforts in your community, county and state to ensure that sustainability is a development goal. Only through sustainable living will we provide rare and declining species, like the northern long-eared bat, the habitat and resources they need to survive alongside us.

**Spread the Word:** Understanding the important ecological role that bats play is a key to conserving the northern long-eared and other bats. Helping people learn more about the northern long-eared bat and other endangered species can lead to more effective recovery efforts. For more information, visit [www.fws.gov/midwest/nleb](http://www.fws.gov/midwest/nleb) and [www.whitenosesyndrome.org](http://www.whitenosesyndrome.org)

**Join and Volunteer:** Join a conservation group; many have local chapters. Volunteer at a local nature center, zoo, or national wildlife refuge. Many state natural resource agencies benefit greatly from citizen involvement in monitoring wildlife. Check your state agency websites and get involved in citizen science efforts in your area.

# APPENDIX B

EXISTING REPORT

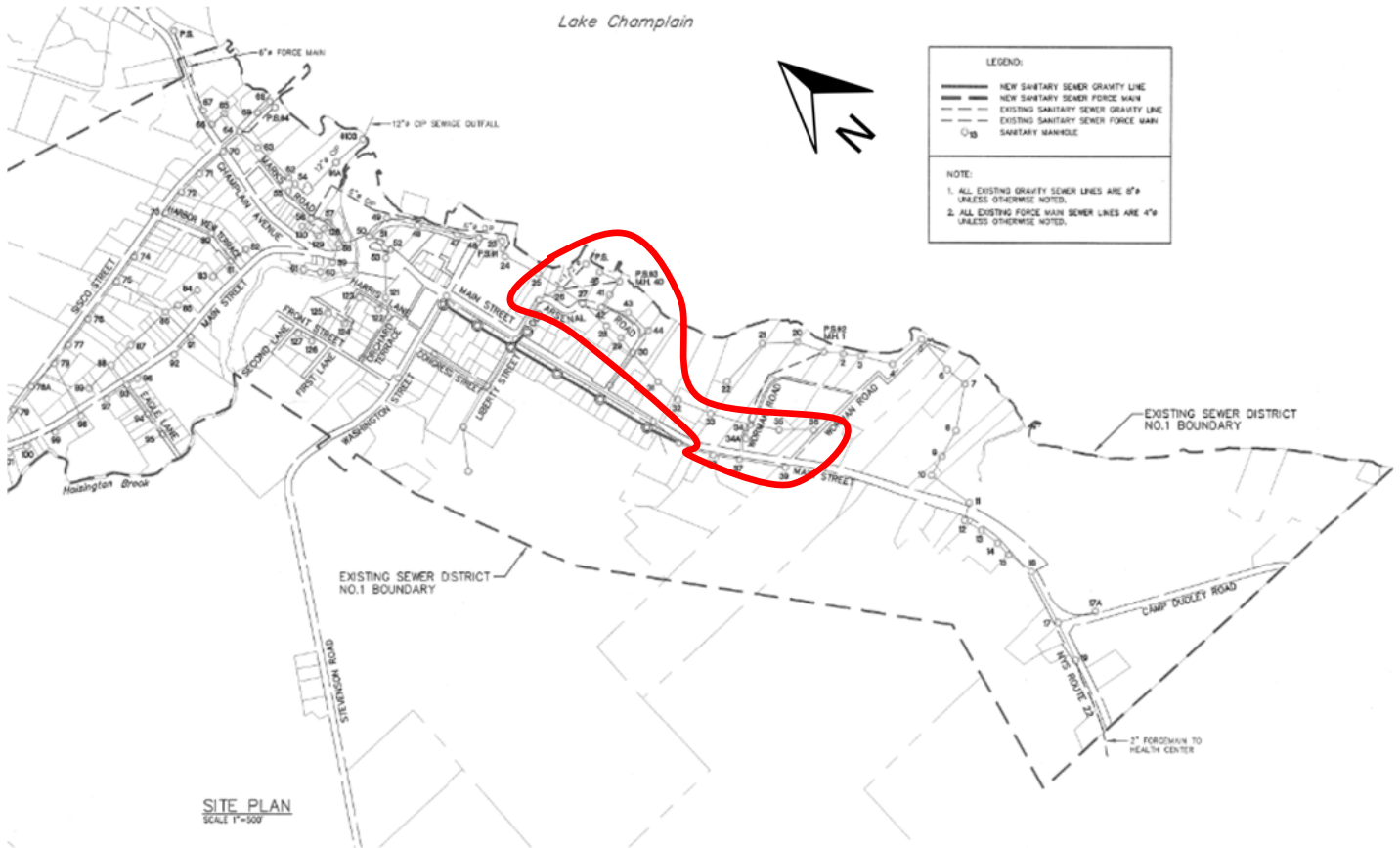
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# APPENDIX C

## PUMP STATION #1 & MILL STREET/MARINA SERVICE AREA INVESTIGATION

## Location Map

The Marina Pump Station (#1) is the largest pump station in the sewer district, receiving pumped flows from the Worman Road and Old Arsenal Road pump stations and gravity flow from the Liberty & Congress Street and Harris Lane service areas. Flow is pumped from the pump station to Marks road where it continues via gravity to the WWTP. The main sewer line analyses as part of this service area is the “Middle Interceptor Sewer” from MH 26 to MH 35 and additional sections from MH 34 to MH 38 and from MH 37 to MH 39.



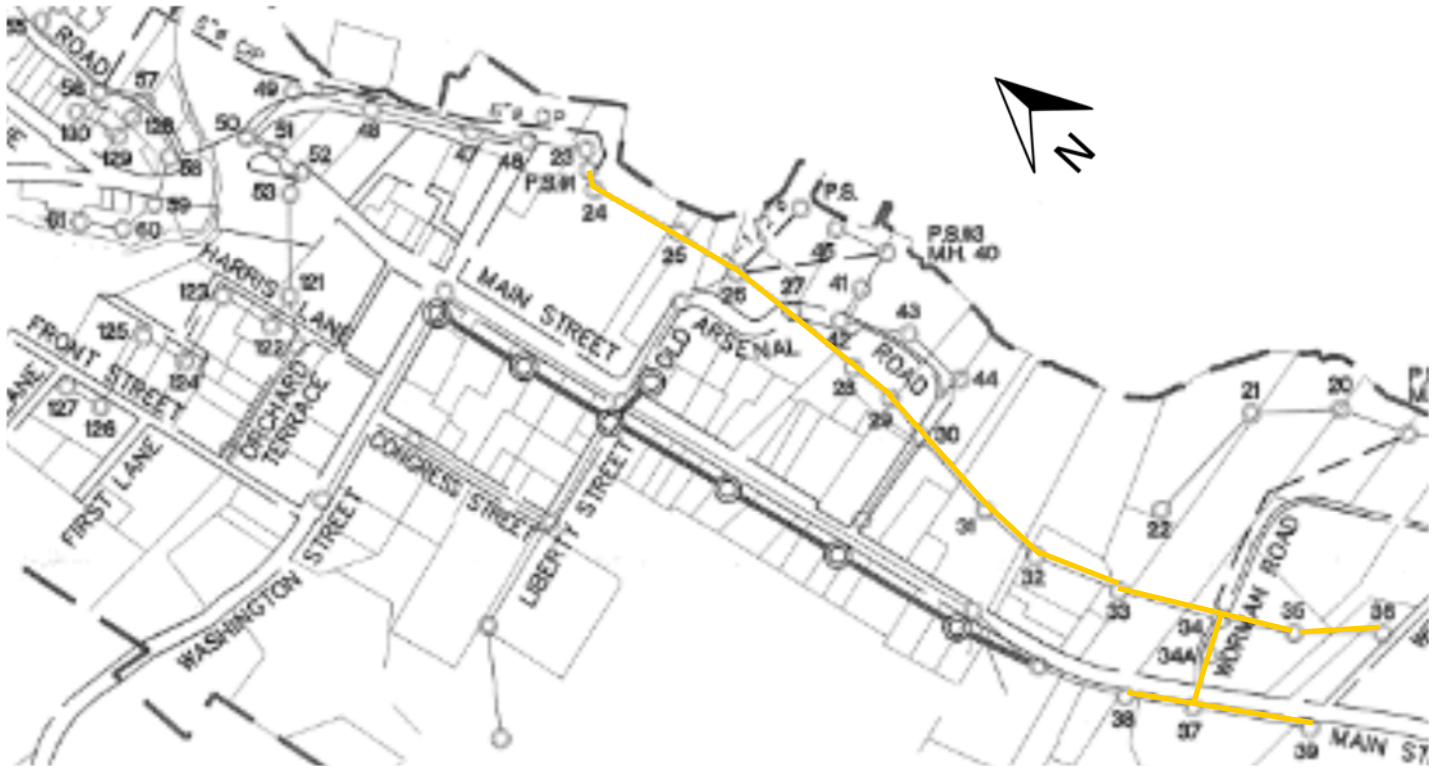


Architecture, Engineering, and Land Surveying Northeast, PLLC  
10 -12 City Hall Place, Plattsburgh, NY 12901

Town of Westport  
Sewer District #1  
Collection System Evaluation  
Appendix C

Pump Station #1 & Mill St/Marina Service Area Investigations

Location Map



## Pump Station Inspections

### Location:

The Marina pump station is located to the south of the Westport Marina, approximately 60 feet south of the intersection of Mill St. and Washington St Ext. The pump station is located along the shore of Lake Champlain, approximately 70 feet from the shore.

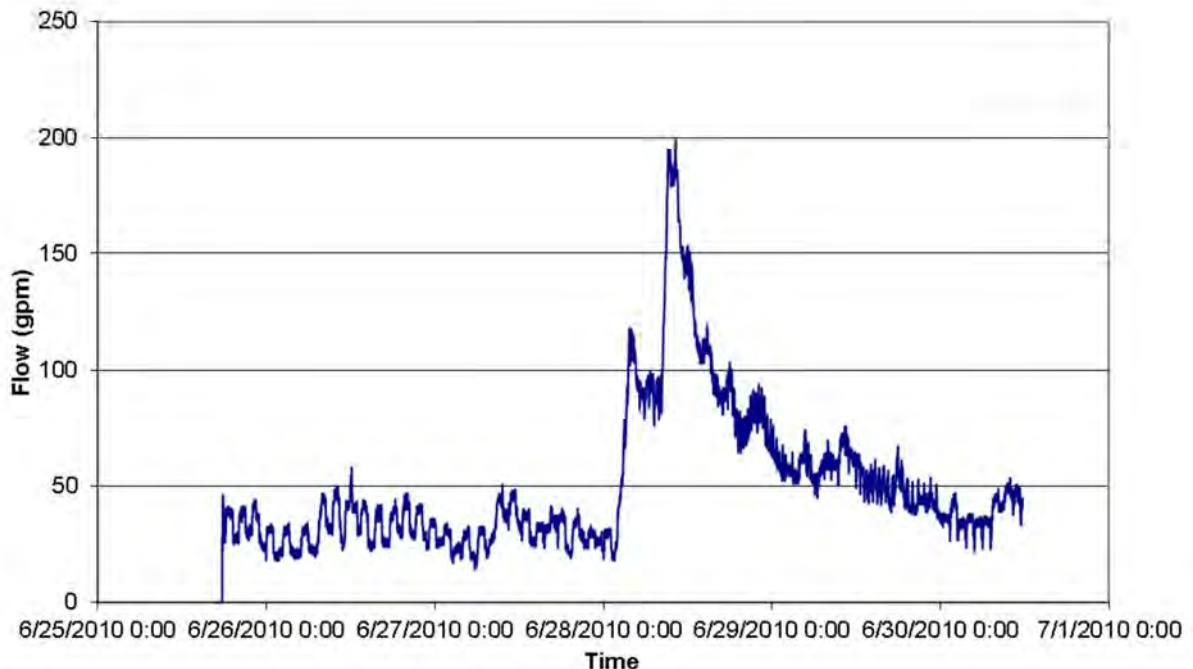
### The Issue:

In April 2018, AES inspected to the pump station to ascertain its condition and note possible improvements. The main issue documented at the pump station is that during peak flows both pumps are running continuously to keep up with incoming flows. This pump station is the collection point for all sewers in the south end of the hamlet divided by Hammond brook.

The figure below is the estimated average hourly flow coming into the pump station based on pump monitoring conducted previously. This monitoring was conducted during the summer and the peak shown in the graph was observed during a 0.5" rain event. Based on maintenance records for the pump station, ragging of the pumps are the most common maintenance issue at the station.



Town of Westport, Pump Station Flow  
Marina Pump Station, (June 25 to June 30, 2010)





## Pump Station Inspections

### Evaluation:

The S&L duplex pump station consists of both a wet well and a dry well, approximately 15 ft. in depth, with a separate above ground electrical cabinet containing power, controls and VFDs for both of the pumps. The main pump panel is located down in the drywell with the pumps. An emergency generator and transfer switch are located adjacent to the electrical cabinet.

The pump station is equipped with two Series4B Model 2A 10 HP 1760 RPM solids-handling flooded suction pumps. Both pumps are equipped with VFDs and 8.125" impellers. The pump station serves the southern area of the Hamlet. This pump station also re-pumps the force main discharges from both the Worman and Arsenal pump stations located to the South.





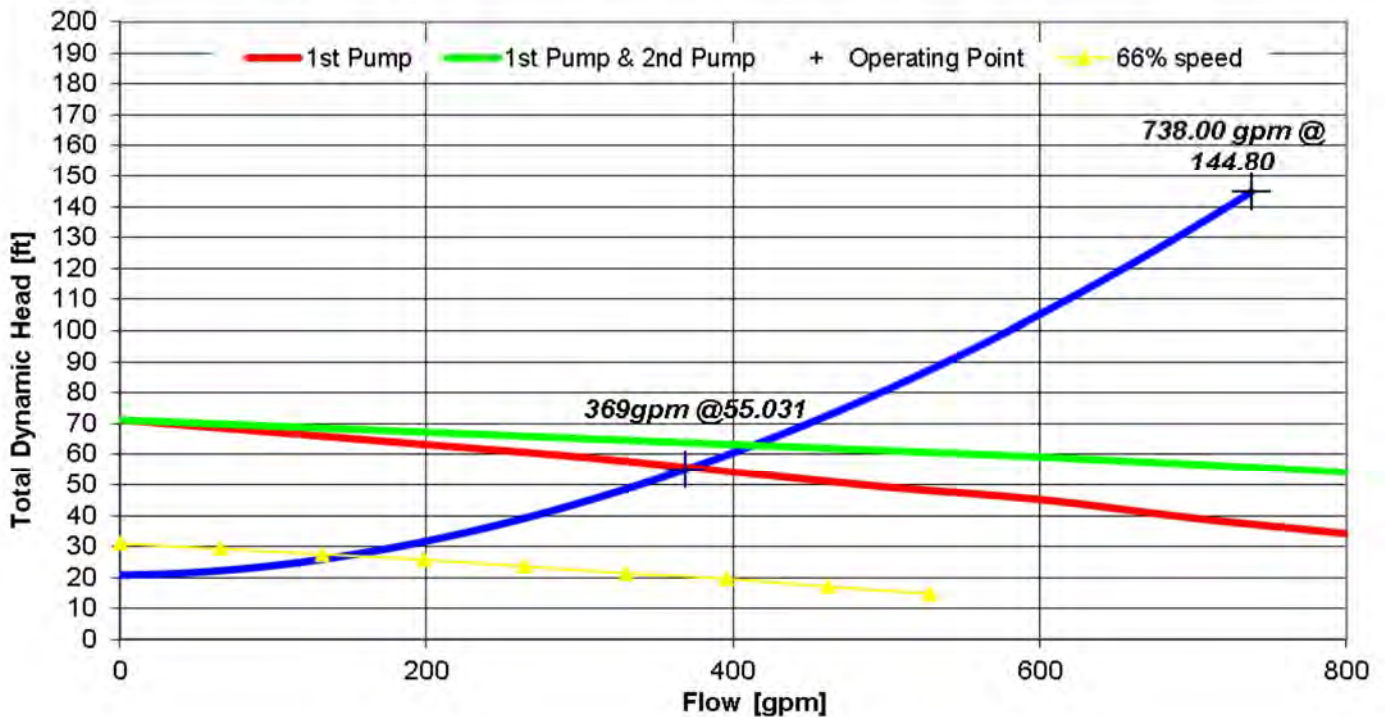
Town of Westport  
 Sewer District #1  
 Collection System Evaluation  
 Appendix C

Pump Station #1 & Mill St/Marina Service Area Investigations

Pump Station Inspections

Due to the pumps operating on VFD's, pump output for the existing pump station was not readily available. Based on our understanding of the force main condition and construction, the approximated system curve is shown in the figure below. The pump curve(s) for the station are also overlaid in figure below. The red and green curves show a single pump and both pumps running condition. During the inspection of the pump station, it was noted the VFD programming for pump 1 normally runs the pump at 66%. This operating condition is shown by the yellow curve.

Town of Westport, Pump Station Flow  
 Marina Pump Station: S&L Model 4B2A, 1760 rpm, 8.125 inch impeller



Based on observation of the pump station during a time with no precipitation, there were a couple points of note. The first is that pump #2 sounded as if it was cavitating or grinding when it was running during the inspection. The water level of the pump station was also rising with #2 running at 85% speed. Later investigation by the Operator determined that the operation of both pumps was being impacted by ragging. The pumps were cleaned out and returned to service.

From the information gathered and calculated in the report, it's clear that I&I is contributing greatly to the flow entering the pump station. During just a 0.5" rain event, the flow to the pump station increased more than 5 times the normal flow of the previous 2 days.



Town of Westport  
Sewer District #1  
Collection System Evaluation  
Appendix C

Pump Station #1 & Mill St/Marina Service Area Investigations

Pump Station Inspections

**Conclusion:**

Based on the observations in the field and conversations with the Operator it appears that the pump station is running effectively. The greatest difficulty encountered is ragging of the pumps, reducing pump output and efficiency. Installation of wet well screens upstream from the pump station would greatly alleviate ragging issues and improve pump efficiency and reliability.



Town of Westport  
Sewer District #1  
Collection System Evaluation  
Appendix C

Pump Station #1 & Mill St/Marina Service Area Investigations

## Manhole Inspections

A limited, but representative number of manholes were inspected in this service area. As is typical in this collection system, the manholes appear to be a significant source of I&I. Even manholes with previous repairs leak. Leaks occur through cracks, around the frames and just generally through the walls of the manholes. MH 39 is leaking severely under the frame and cover.

## MH 27



This manhole receives flow from most of the manholes south from itself and from manhole 12. From this manhole, all flow goes towards the treatment plant. This manhole is structurally sound, however infiltration enters through cracks around the rim and from the seams.

Although not shown in this exterior shot of the manhole, this manhole is found in the middle of the street and is not at grade, allowing storm water to sit in and around the rim.



## MH 32



This manhole receives flow from the lower end of the Worman area.

Most of the ground water enters through cracks around the rim and from between the blocks seams. The cracks have been spot repaired but water is still coming in from around the patches and can be seen in the bottom on the manhole.

The staining indicated that the infiltration is not constant, but it is frequent enough to allow staining of blocks.

As shown in the exterior pictures, this manhole is found in a field linking the southern section to the sections flowing towards the plant, and the area could be a contributing factor to groundwater infiltration.

Similar to a lot of the other manholes in this system, there is a lack of sealing of the seams of the precast concrete.



## MH 37



These pictures show the effects of the infiltration coming from the two manholes shown on the previous pages, MH 38, and MH 39. Some infiltration can be seen in the picture to the left, coming through the risers, however the most serious effects occur before this manhole. This flow, in the spring time, but during a dry day is estimated at 20 gpm and is almost all infiltration.



## MH 38



This manhole also receives an extreme amount of infiltration. Most of the water enters through cracks around the invert. The cracks have been repaired but water is still coming in, and can be seen in the bottom on the manhole.

This is a dead-end manhole, used for cleaning purposes, so by design should not receive any water. There is also a significant amount of water infiltrating through all precast joints in the walls. As shown in the exterior pictures, this manhole is also in the NYS Route 9N ditch line, the most likely source of this infiltration.





## MH 39



This manhole is cause of an extreme amount of infiltration. It is a dead end manhole with no services, and therefore should have no flow at all of water. The picture to the bottom left shows the manhole is located in the ditch line where storm water is collected from NYS Route 9N. One can see that water doesn't necessarily collect around the manhole. The top left picture shows the frame has been shifted from the corbel and walls. The area where the ditch line is, is where most of the water is coming in under the frame.

The rest of the infiltration is coming through the joint in precast levels, shown in the picture to the right. That picture also depicts the rippling effect of water pouring into the manhole. This amount of excess water has completely eroded the bench walls. At this point, water needs to completely fill up to about 4" to flow into the pipe.



## MH 49



This manhole receives flow from all of the manholes south from Washington Street, and the other sections of sewer line south. From this manhole, all flow goes into the last few manholes into the treatment plant.

Most of the infiltration enters through cracks around the rim and from the seams between the concrete sections.

As shown in the exterior pictures, this manhole is found in the middle of the street and is not at grade, allowing storm water to sit in and around the rim that can then leak inside.



Similar to a lot of the other manholes in this system, there is a lack of sealing with the seams of the precast concrete.



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Pump Station #1 & Mill St/Marina Service Area Investigations

## Sewer Main Inspections

A complete internal video inspection of the sewer mains is outside of the scope of this report. However, limited, representative videos were taken of the 1968 era VCT pipe. In general the pipes are expected to be structurally sound with good slope. All pipes are minimum of 8" and meet minimum sizing requirements. It is expected that the pipes leak, either through cracks or more likely leaking joints. In general, slopes appear to be adequate and meet minimum design requirements.

### Specific Defects Noted:

- Visual inspection of flows in the manholes indicate an extremely high level of infiltration into the pipe between manholes 37 and 38 and between manholes 37 and 39.

### Additional Items of Note:

- It is difficult to determine from the existing drawings, but it is assumed that there are at least a few existing pre-1968 sewer mains that were tied into the system.
- It is assumed that the majority of sewer service connections are pre-1968.



Town of Westport  
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Appendix C

Pump Station #1 & Mill St/Marina Service Area Investigations

## Recommendations

### Pump Station:

No changes to pumps, controls, etc, are recommended. It is recommended that screening is installed a head of the pump station.

### Manholes:

The majority of manholes in this service area should be repaired or replaced. Those manholes that only exhibit leakage can be repaired and lined with high strength grout or replaced. Manholes that exhibit structural deterioration due to sulfide attack should be replaced. A final inspection during design can provide final recommendations. It is possible that some manholes may not need any work.

### Sewer Mains:

The sewer mains in this service area should be repaired or replaced (if they are to remain in service). It is expected that the majority of the lines leak in a least some manner. A full inspection is proposed to be performed during the preliminary design phase. This inspection would involve cleaning and CCTV inspection of the pipes. During this inspection, any structural deficiencies will be flagged for repair or replacement. Any sections that are found to be structurally sound can be repaired with cured-in-place-pipe (CIPP) or and any that are not can be replaced. For the purposes of estimating, an assumed liner footage of pre-1968 pipe has been included for replacement, as it is assumed that this pipe will be beyond repair. The exact location and amount of such pipe is not completely known from the drawings.

### Laterals:

It is assumed that the majority of laterals in the section are pre-1968 and require replacement or repair. Additional investigation during preliminary design should identify which laterals require replacement or rehabilitation.

### Other:

Manholes, main lines, and lateral pipes that are no longer in service should be properly abandoned and disconnected form the collection system.

# **APPENDIX D**

## **PUMP STATION #2 & WORMAN ROAD SERVICE AREA INVESTIGATION**



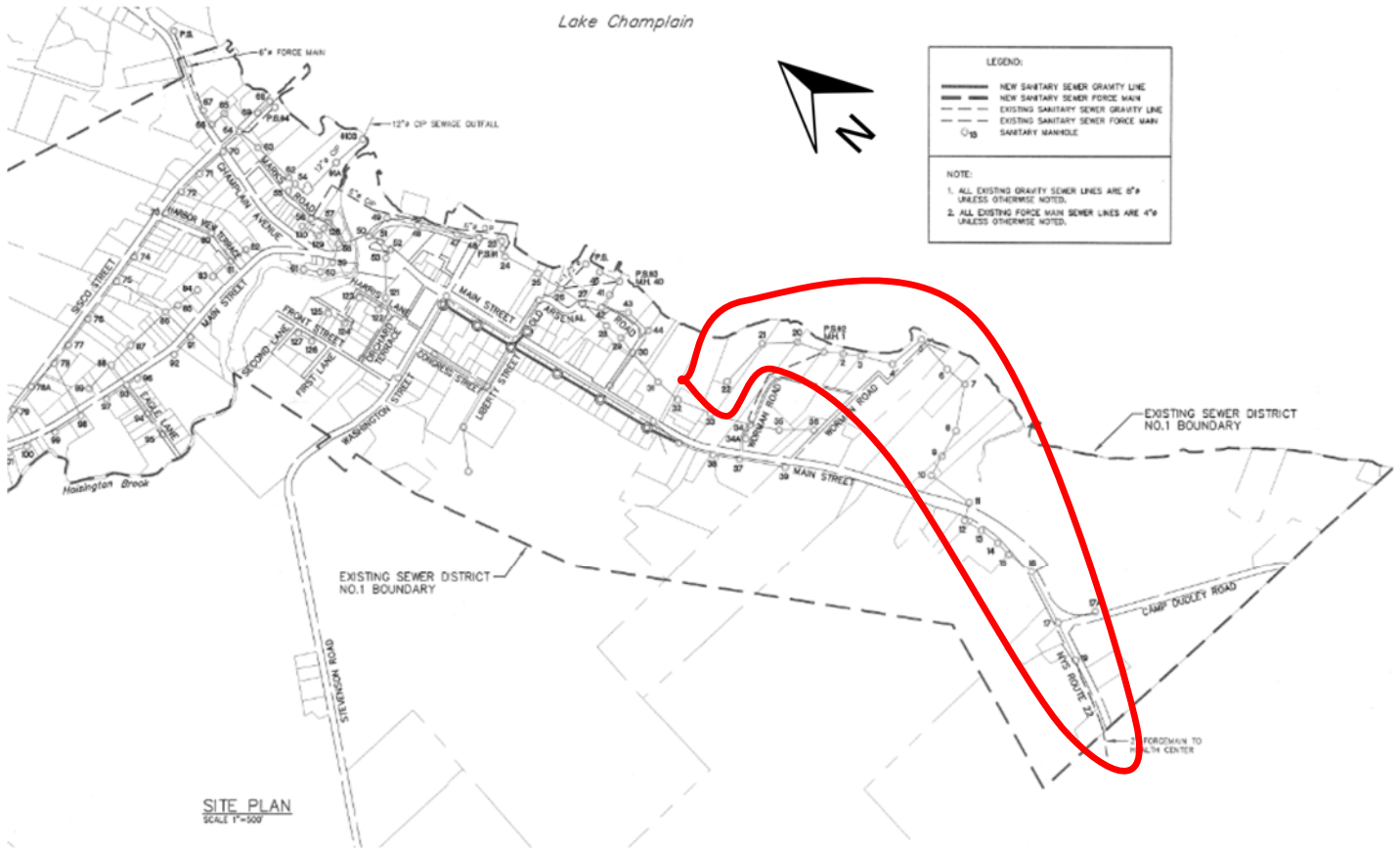
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# Town of Westport Sewer District #1 Collection System Evaluation Appendix D

## Pump Station #2 & Worman Road Service Area Investigations

### Location Map

This area of the sewer district is the southernmost portion, covering nearly 5,000' of sewer main pipe, all VCT, except for a 45' stretch under state road, and the Worman Road Pump Station (P.S. #2). Beginning at 6209 NYS Route 9N/22, this area extends north up to the Sunny Side Way Road. The pump station pumps from the shoreline up to the Middle Interceptor main line. There is also a pump station south of the sewer district, which takes sanitary flows from the Westport Health Center into the system. The only section that appears to not have been replace in 1968 was from MH 10 to MH 7, on the Windward Circle.



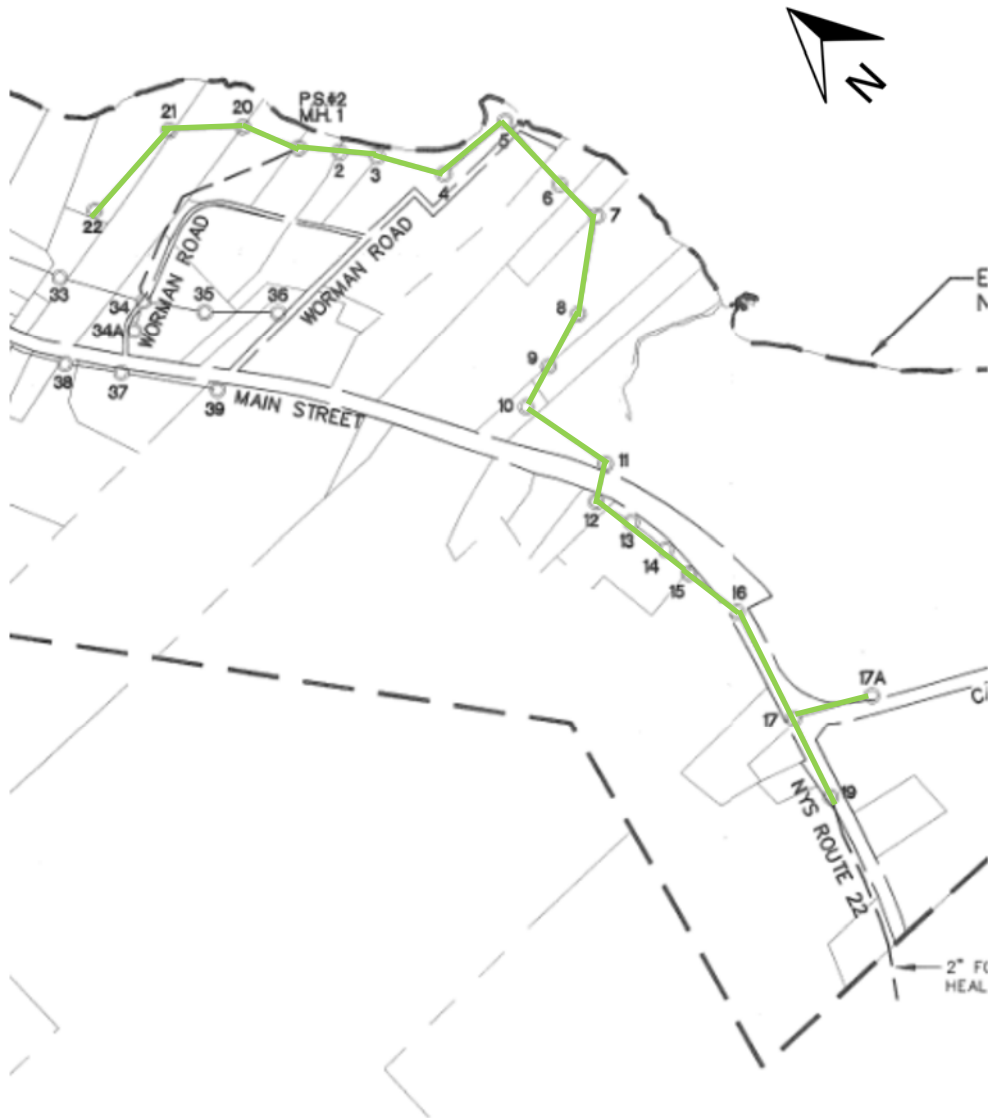


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Pump Station #2 & Worman Road Service Area Investigations

Collection System Map





Town of Westport  
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Appendix D

Pump Station #2 & Worman Road Service Area Investigations

Pump Station Inspections

**Location:**

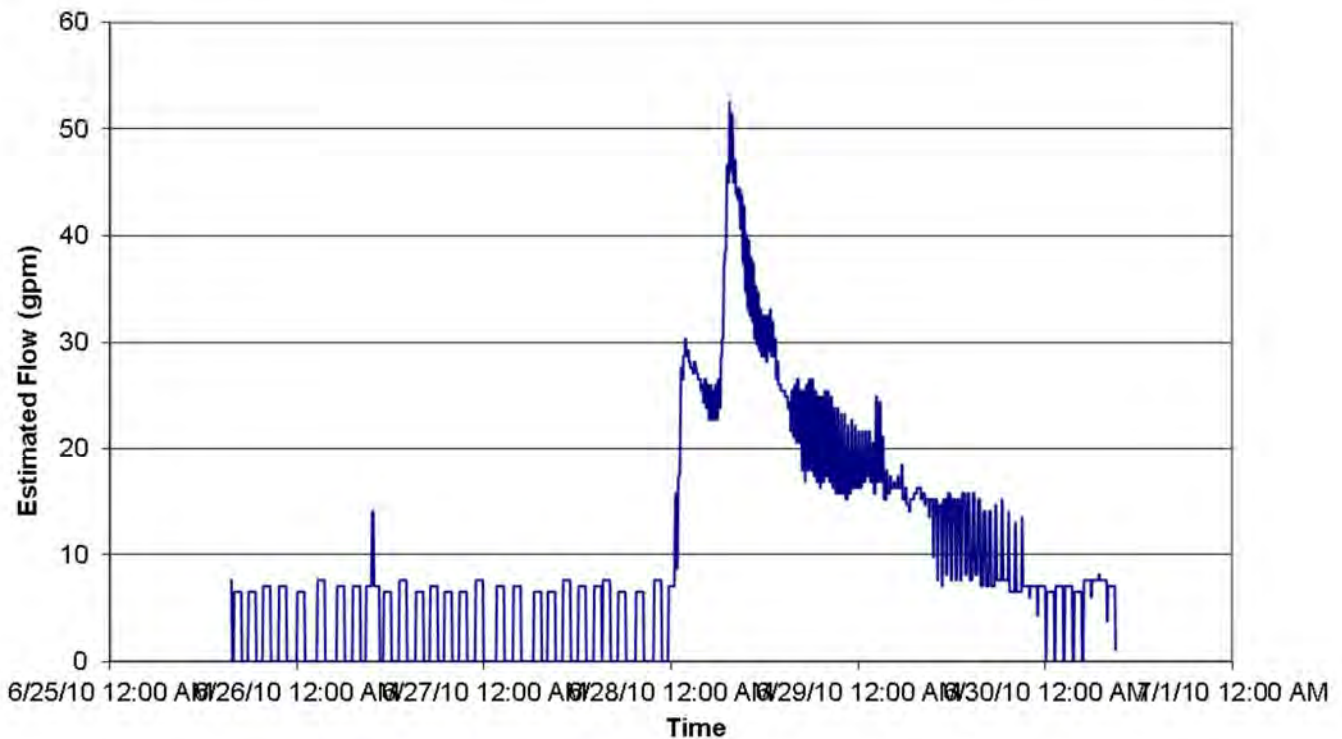
The Worman Road pump station is located toward the eastern end of Worman road, approximately 1,100 feet east of the intersection of Worman Rd. and Main St. (St. Rt. 9N). The pump station is located along the shore of Lake Champlain, approximately 50 feet from the shore.

**The Issue:**

In April 2018, AES inspected to the pump station to ascertain its condition and note of possible improvements. The main issue influencing the station appears to be I&I entering the system. It was also noted during the inspection that when the pump station shut down the gauge swung up and down a total differential of roughly 8 psi. This could be due to air trapped in the system or an issue with the check valve. This pump station is the collection point for sanitary sewers on the extreme south end of the Hamlet running along the lake and extending to the southernmost section of Rte. 9N, going south.

The figure below is the estimated average hourly flow coming into the pump station based on pump monitoring conducted previously. This monitoring was conducted during the summer and the peak shown in the graph was observed during a 0.5" rain event.

Town of Westport, Pump Station Flow  
Worman Road Pump Station, (June 25 to June 30, 2010)





## Pump Station Inspections

### Evaluation:

The pump station consists of long, rural runs of gravity sewer (approx. 5,000 LF total) tied to a duplex Smith & Loveless suction lift pump station. The pump station is equipped with a 6' precast wet well with 2 suction lift wastewater pumps and vacuum priming pumps mounted at ground level. The backup generator is located approximately 75' to east and an electrical backboard mounted between the pump station wet well and the generator.



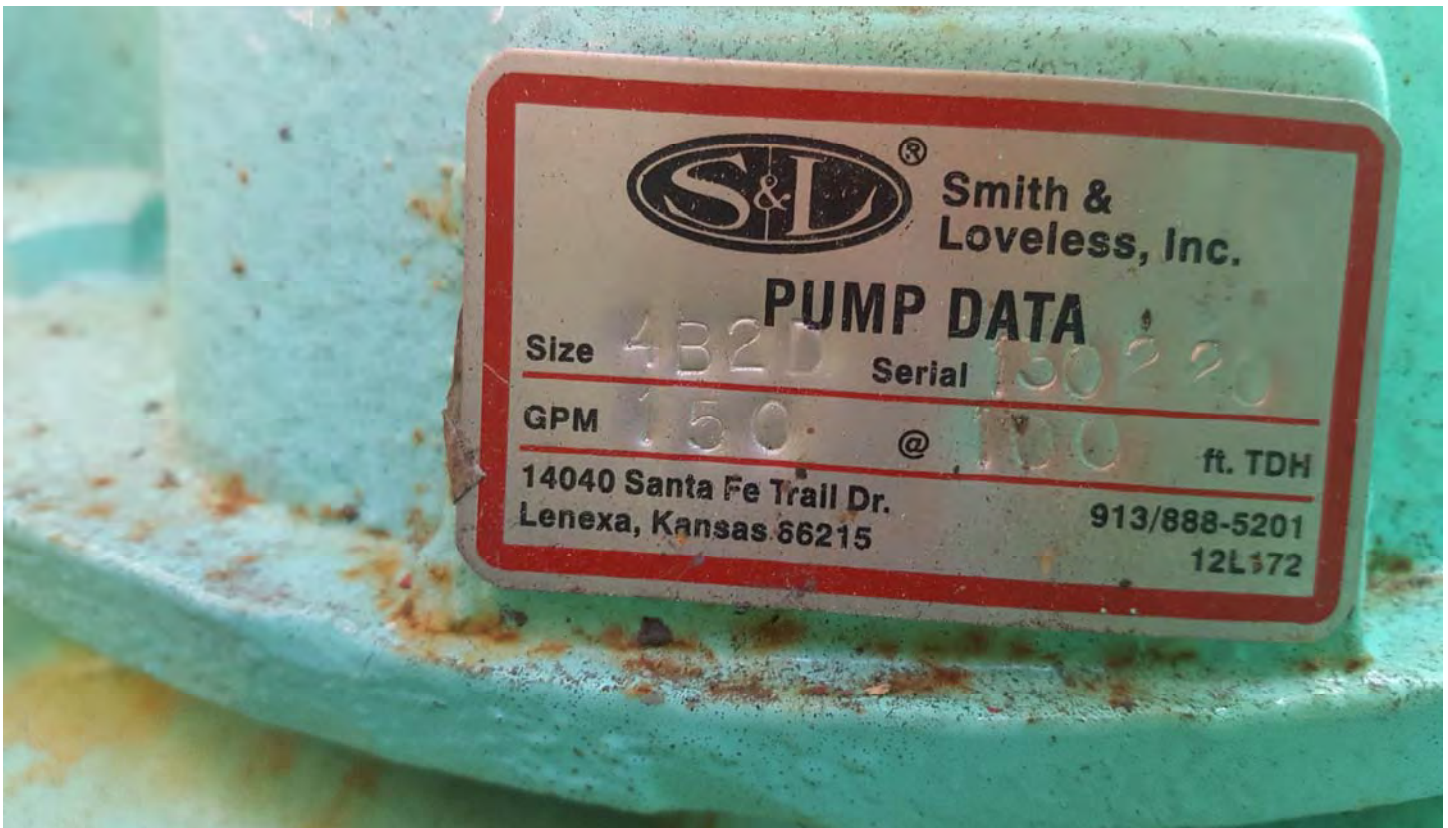
The pump station is equipped with two S&L Model 4B2D 15 HP 1800 RPM solids-handling suction lift pumps. The station is powered by 208V, three phase power coming in through an underground service.

During the pump station inspection, the pump station was timed during a pumping cycle. Based on the details from the site visit and information available from the town, the station and force main parameters, elevations and distances are estimated below:

- Pump station wet well diameter: 6'
- Pump station elevation control: Pressure Transducer
- Low level pump off elevation: 159.5"
- High level pump on elevation: 133.7"

The design conditions for the pump station per the operations and maintenance manual is 150 gpm at 100 ft of TDH. The pump curve was obtained and the system curve was calculated. Based on the calculations, both motors are operating within their maximum horsepower.

Pump Station Inspections





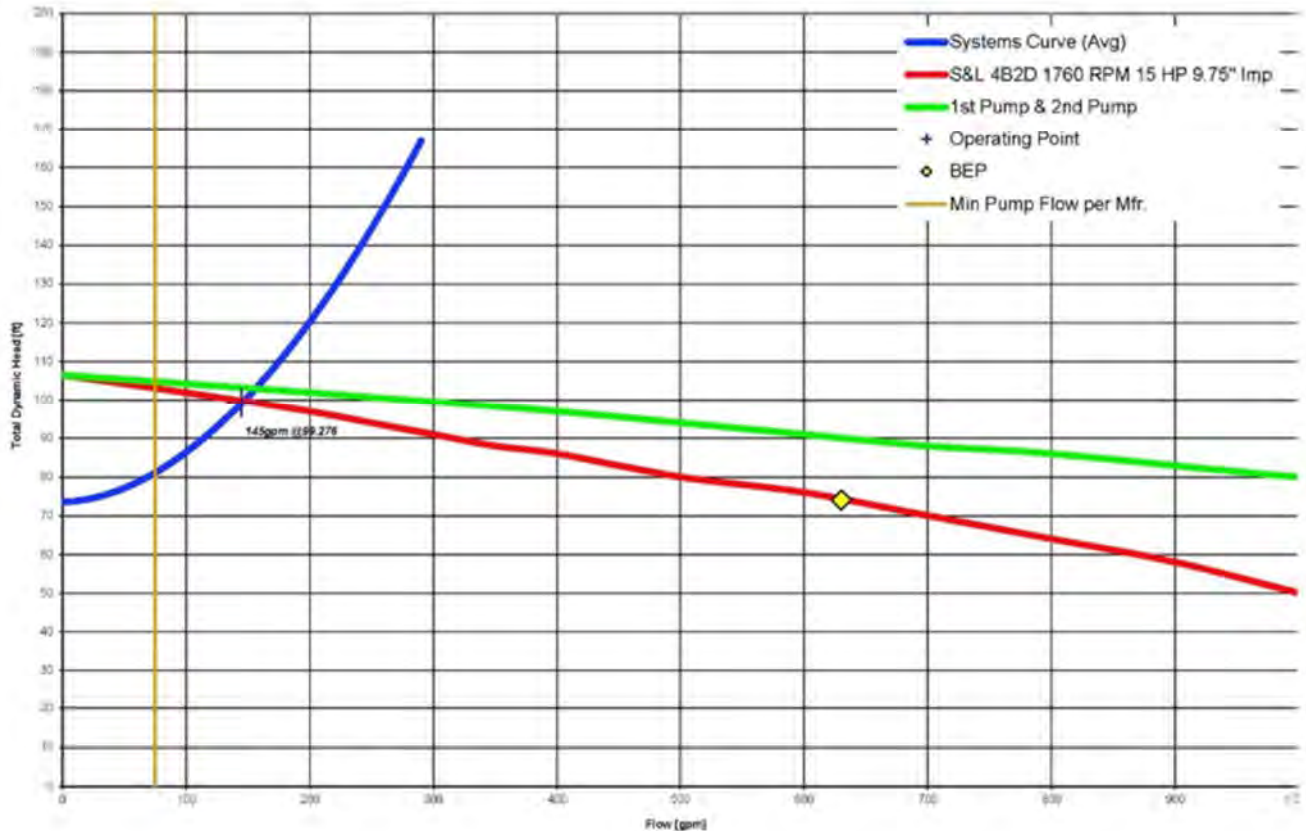
Town of Westport  
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Pump Station #2 & Worman Road Service Area Investigations

Pump Station Inspections

The original pump design point is very far to the left on the selected pump curve, near the minimum manufacturer recommended flow. The calculated operating point is 145 gpd at 99 ft TDH, indicating that the pumps are operating near their design point. So, the pumps are operating as intended, but the original pump selection itself is not ideal. Maximum pump efficiency at that point is approximately 38%, versus 78% when the pump is operating near its best efficiency point (BEP). Refer to the figure below. Based on the station's run time of 4 min 20 sec, and the storage volume of the pump station being 455 gallons, the flow rate was calculated. The calculated pumping rate of 105 gpm does not closely match the name plate data or calculated pump operating point. This discrepancy may be due to variation in the measurements taken, leakage past the check valve, or the fact that the pump is operating so far to the left on the curve and at such a reduced efficiency that there can be variability in the pump output.

Town of Westport, Wastewater Treatment Plant  
 Flow Management Plan and Performance Evaluation  
 Worman Road Pump Station: Existing Conditions 2018



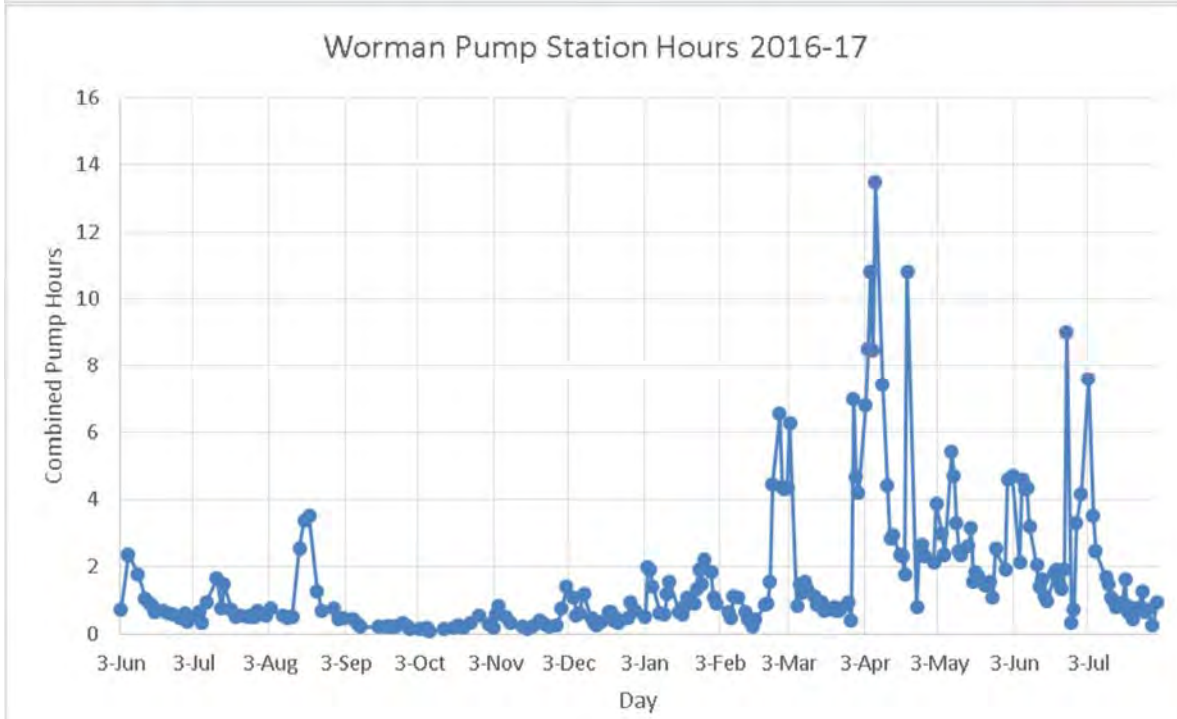
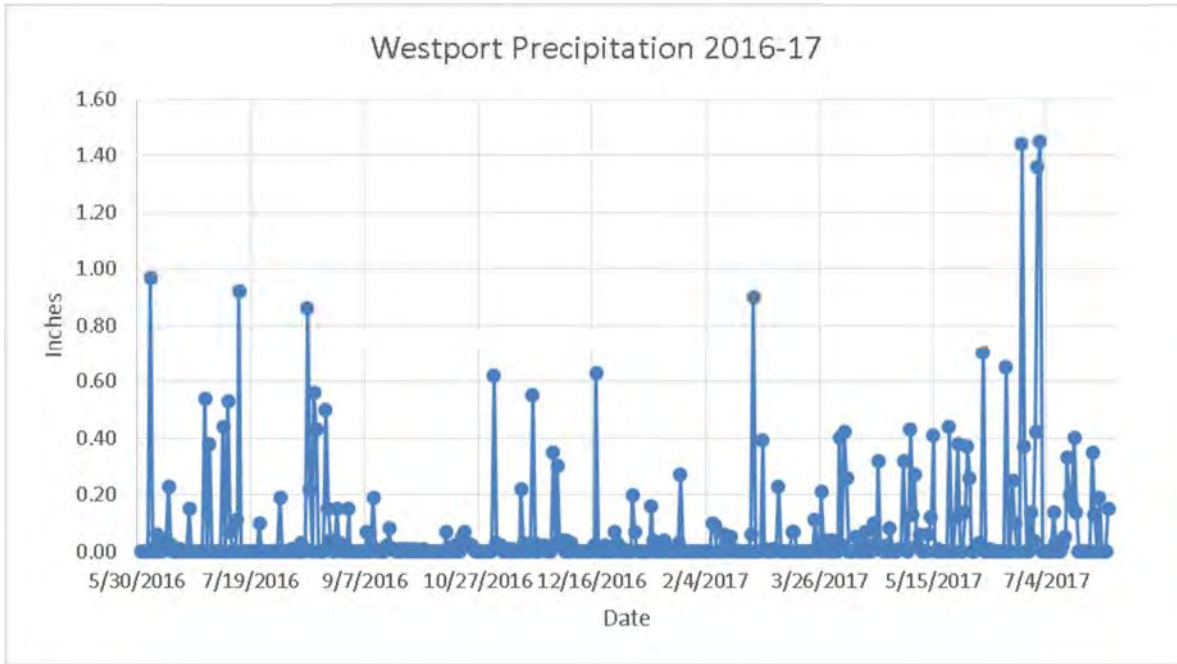


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Pump Station #2 & Worman Road Service Area Investigations

Pump Station Inspections

Next the flow to the pump station was examined. In the first chart below, the rainfall amounts for the hamlet has been graphed for an entire year. The second chart below shows the pump run times totaled daily during the same examination period.





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Pump Station #2 & Worman Road Service Area Investigations

## Pump Station Inspections

From the information graphed on the previous page, there are 2 points that should be highlighted for the report. The first is the run time of the pump station. When both the run time of both pumps were averaged over the examination period, the pumps ran for 1.7 hours each day. Using the calculated pump rate for the station, that's an average of 10,710 gal/day (or 15,300 gal/day using the nameplate pump rate).

The second point of note regarding the data above is the nature of the increased inflow to the pump station. The flow data in both charts shows a sharp correlation between the rainfall in the winter/spring with increased flow to the pump station. This precipitation, in addition to snow melt appears to directly add additional flow to the system. As seen in the pump hours during rain events, pump time at the station can climb to almost 8 times the average day run time, indicated a large I&I issue.

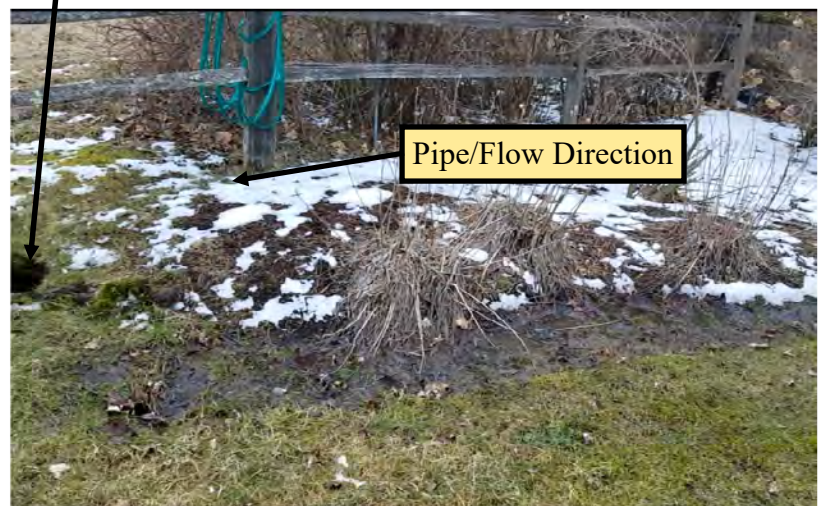
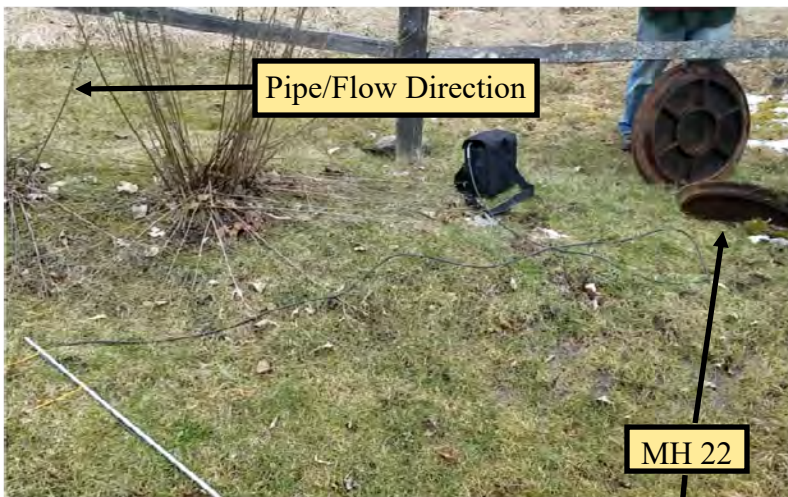
### **Conclusion:**

No changes to pumps, controls, etc, are recommended. At the point that the pumps reach the end of their useful life, a more efficient pump should be selected.

## Manhole Inspections

A representative number of manholes were inspected in this service area. The majority of the manholes generally exhibited relatively good structural conditions but all showed signs of leakage. There were at least two manholes without proper troughs. At least two manholes showed signs of moderate to severe root intrusion. The manholes were very wet at the time of inspection. The manholes are clearly a large source of I&I. All of the manholes require repair or replacement.

Near Manhole 22, it was observed that a significant flow of water that was running across the ground and disappeared just after the manhole. The water appeared to be permeating through the soil and infiltrating into the pipe just past Manhole 22. First picture is taken from below Manhole 22 and the second is taken from above. From the way the images below are rotated, both the surface water and pipes are running from the right to the left.



## MH 2



This manhole receives flow from east of Worman Road and along NYS Route 22. The flow continues into Pump Station # 2. The manhole is located close to the lake which could potentially cause problems if there is flooding. Manhole 2 is also surrounded by large trees, signifying that the large roots could be problematic. The manhole is at grade and does not need to be raised.

A large amount of the infiltration enters through cracks around the rim and from the seams of the precast concrete. There are some bricks around the rim that are missing large chunks. It appears that the rim was resealed with concrete at some point.



Due to the leaky manhole rim, this is why the manhole has a vast amount of mud along the walls. As the water infiltrates into the manhole, it carries the sediments in with it; thus causing the mud to build up onto the walls. There is also evidence of infiltration on the floor of the manhole. This could either be from the rim or possibly the deteriorating pipe.





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Pump Station #2 & Worman Road Service Area Investigations

## Sewer Main Inspections

A complete internal video inspection of the sewer mains is outside of the scope of this report. However, limited, representative videos were taken of the 1968 era VCT pipe. In general the pipes are expected to be structurally sound with good slope. All pipes are minimum of 8" and meet minimum sizing requirements. It is expected that the pipes do leak, either through cracks or more likely leaking joints. In general slopes appear to be adequate and meet minimum design requirements.

### Specific Defects Noted:

Near manhole 22 it was observed that a significant flow of water that was running across the ground disappeared near the manhole. Some of the water is leaking into the system through the sewer main.

### Additional Items of Note:

- It is difficult to determine from the existing drawings, but it is assumed that there are at least a few existing pre-1968 sewer mains that were tied into the system.
- It is assumed that the majority of sewer service connections are pre-1968.





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Pump Station #2 & Worman Road Service Area Investigations

## Recommendations

### Pump Station:

No work is proposed for Pump Station #2 other than scheduled maintenance and servicing as needed.

### Manholes:

The majority of manholes in this service area should be repaired or replaced. Those manholes that only exhibit leakage can be repaired and lined with high strength grout or replaced. Manholes that exhibit structural deterioration due to sulfide attack should be replaced. A final inspection during design can provide final recommendations. It is possible that some manholes may not need any work.

### Sewer Mains:

The sewer mains in this service area should be repaired or replaced (if they are to remain in service). It is expected that the majority of the lines leak in a least some manner. A full inspection is proposed to be performed during the preliminary design phase. This inspection would involve cleaning and CCTV inspection of the pipes. During this inspection, any structural deficiencies will be flagged for repair or replacement. Any sections that are found to be structurally sound can be repaired with cured-in-place-pipe (CIPP) or replaced. For the purposes of estimating, an assumed liner footage of pre-1968 pipe has been included for replacement, as it is assumed that this pipe will be beyond repair. The exact location and amount of such pipe is not completely known from the drawings.

### Laterals:

It is assumed that the majority of laterals in the section are pre-1968 and require replacement or repair. Additional investigation during preliminary design should identify which laterals require replacement or rehabilitation.

### Other:

Manholes, main lines, and lateral pipes that are no longer in service should be properly abandoned and disconnected from the collection system.

# APPENDIX E

## PUMP STATION #3 & OLD ARSENAL ROAD SERVICE AREA INVESTIGATION



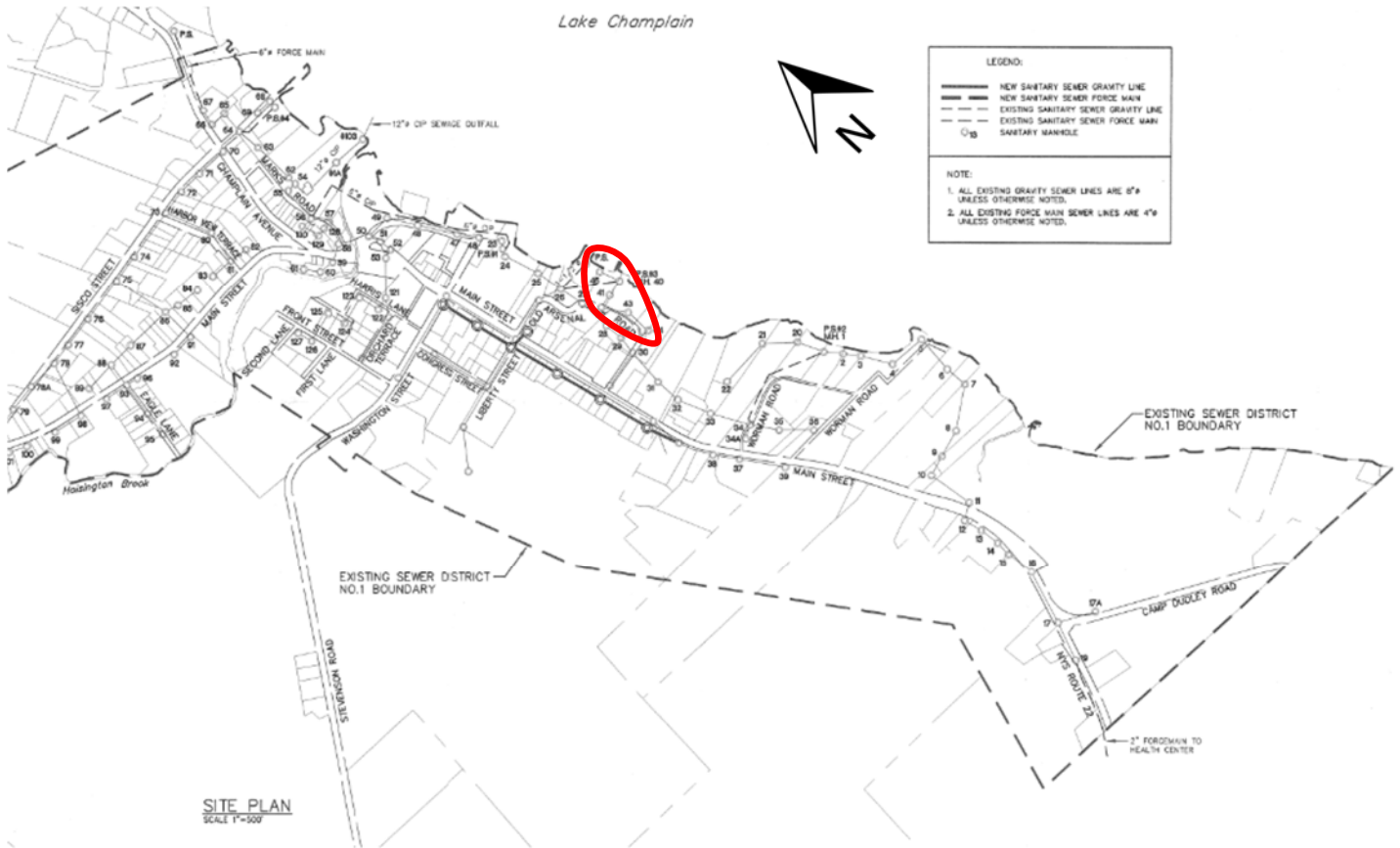
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# Town of Westport Sewer District #1 Collection System Evaluation Appendix E

## Pump Station #3 & Old Arsenal Road Service Area Investigations

### Location Map

This service area only covers a few parcels, 5 homes and the Yacht Club. The 8" VCT runs along Old Arsenal Road under the NYSDOT drainage and then flows into a cast iron main that flows under the NYSDOT drainage and into the pump station that is located just off of the shore of Lake Champlain. The pump station pumps up to the middle interceptor line. There is a sewer main and manholes that are located in the shore line of Lake Champlain. This line is purported to be abandoned.





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Pump Station #3 & Old Arsenal Road Service Area Investigations

# Collection System Map





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Pump Station #3 & Old Arsenal Road Service Area Investigations

Pump Station Inspections

**Location:**

The Old Arsenal pump station is located off Old Arsenal Road, approximately 400 feet east of the intersection between Old Arsenal Road and Main St. (St. Rt. 22 and 9N). The pump station is located along the shore of Lake Champlain, approximately 100 feet from the nearest bank.

**The Issue:**

In the spring of 2018, AES inspected to the pump station and noted deficiencies. The main issue observed at the pump station had ~~sanitary~~ constant flow running into the station ~~non-stop~~. There are 6 structures on the gravity line flowing to the pump station, and only 2 of those are occupied year-round. Because of this flow, the amount of wastewater from the pump station is much higher than would be expected from the residential loading.

**Evaluation:**

The pump station consists of 2 short runs of gravity sewer (approx. 500 LF each) tied to retrofitted S&L duplex dry pit pump station. The pump station is currently equipped with the converted 6' painted steel dry well with 2 submersible wastewater pumps, and the original wet well to collect the flow from the 2 sewer mains. The backup generator is located approximately 75' to east and an electrical backboard mounted between the pump station wet well and the generator.

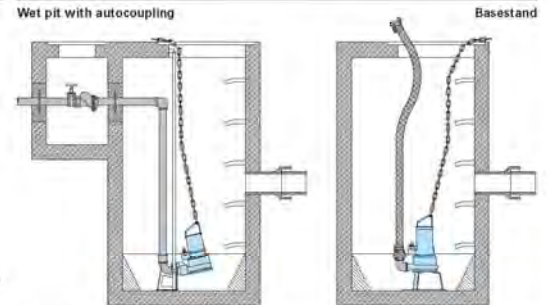
**Motor Construction**

**Motor Type:**  
enclosed submersible  
**NEMA insulation code:** class F  
**Service Factor:** 1.15  
**NEMA Design Type:** B  
**Standard Cable Length:** 33 ft  
**Available Motor Voltages:**  
1 Phase: 115 V, 200 V, 230 V,  
3 Phase: 200 V, 230 V, 380 V,  
460 V, 575 V  
**Optional Explosion Proof construction:**  
Factory Mutual approved for Class I, Div. 1, Group C & D.

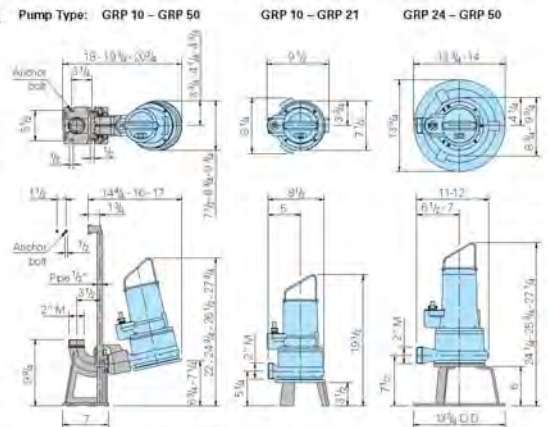
**Materials**

**Motor housing, Volute and Impeller:**  
Cast Iron ASTM A 48, class 40B  
**Cutter:**  
55 HRC hardened stainless steel  
**Mechanical seal – Impeller side:**  
Silicon Carbide vs Silicon Carbide  
**Shaft seal – Motor side:**  
Models from GRP 26: mechanical seal Silicon Carbide vs Silicon Carbide GRP 10/GRP 16: lip seal  
**O-Rings:** Nitrile rubber  
**Upper bearing:**  
Deep groove Ball Bearing  
**Lower bearing:**  
Double row angular Ball Bearing  
**Power cable sheathing:**  
Nitrile rubber  
**Shaft:** AISI 430 F  
**Fasteners:** AISI 304 SS

**Installations**



**Dimensions (inches) (Tolerance +/- 1/4")**



**Technical Data**

Curve No.	Pump Type	Rated B.H.P.	Phase	Voltage (V)	Full Load Amps	Speed (rpm)	Weight (LBS)	NEMA code
1	GRP10/1	1.1	1	230	5.0	3450	56	F
2	GRP16/1	1.6	1	230	8.0	3450	57	F
3	GRP21/1	1.3	1	230	8.0	3450	57	F
4	GRP28/1	2.4	1	230	12.0	3450	72	F
5	GRP28/1	3.4	1	230	13.7	3450	97	F
6	GRP34/1	4.0	1	230	20.0	3450	97	F
7	GRP36/1	4.0	1	230	20.0	3450	97	F
8	GRP41/1	4.4	1	230	20.0	3450	97	F
9	GRP10/3	0.8	3	230/380/460	3.2/1.9/1.6	3450	56	G
10	GRP16/3	1.5	3	230/380/460	6.2/3.7/3.1	3450	57	G
11	GRP21/3	1.3	3	230/380/460	6.2/3.7/3.1	3450	57	G
12	GRP24/3	3.1	3	230/380/460	8.0/4.8/4.0	3450	73	F
13	GRP28/3	3.4	3	230/380/460	8.4/5.1/4.2	3450	97	F
14	GRP34/3	4.1	3	230/380/460	10.4/6.2/5.2	3450	97	F
15	GRP37/3	4.6	3	230/380/460	10.4/6.4/5.2	3450	97	F
16	GRP41/3	4.1	3	230/380/460	10.4/6.2/5.2	3450	97	F
17	GRP44/3	5.5	3	230/380/460	14.2/7.5/7.1	3450	123.5	F
18	GRP50/3	6.8	3	230/380/460	17.0/10.3/8.5	3450	123.5	F

## Pump Station Inspections



The pump station is equipped with two HOMA Barracuda Series Model GRP26/1 2.5 HP 3450 RPM solids-handling submersible pumps. The station is powered by 230V, single phase power coming in through an overhead service. The station serves approximately 6 homes, and is fed by two gravity lines installed in the late 60's.

Design information for the existing pump station was not readily available. Based on NYS DEC Design Standards, and assuming a standard 3 bedroom home and 150 GPD/bedroom (assuming older fixtures), design average daily flow for the current system is 2,700 GPD. Using a conservative peaking factor of 5 (due to extremely small size of this pumped system), design peak flow for the current system is 9.5 GPM.

Based on the details from the site visit and information available from the town, the station and force main parameters, elevations and distances are estimated below:

- Pump station wet well (former dry well) diameter: X'
- Pump station bottom elevation: ~ -16'
- Low level pump off elevation: -14.12
- High level pump on elevation: -13.94
- Force main discharge elevation: 30
- Force main Length: 950

The pump manufacture's pump curve below suggests that the pump is pumping at approximately 80 gal/min. Based on the station's run time of 1 min 22 sec, the design pump down volume is 110 gallons. At average day flow, pump cycles would occur at approximately 24 times a day.

## Pump Station Inspections



Based on the conditions observed during the pump station inspection, the pump station is being subjected to a much higher wastewater flow than expected. Both of the pumps were closely examined during the inspection. Pump #2 appeared to pump well and draw 9.1 amps during the test. Pump #1 had additional bubbling/foaming during the test and drew 9.6 amps during the test.



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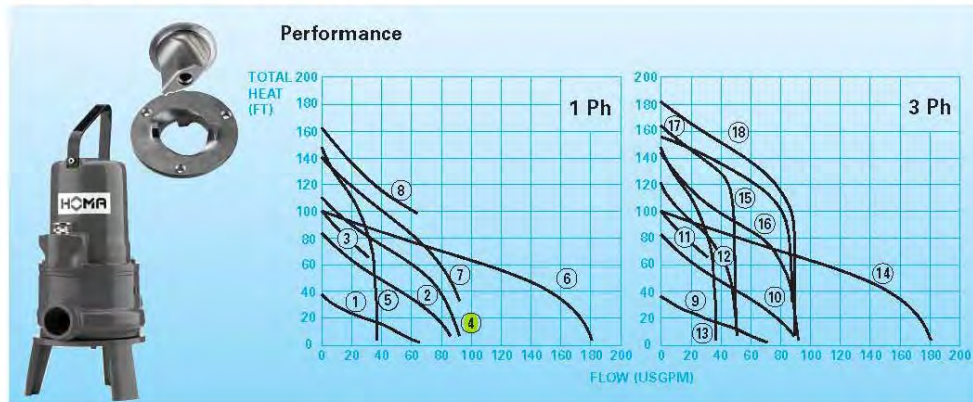
Pump Station #3 & Old Arsenal Road Service Area Investigations

Pump Station Inspections



Electric Submersible Wastewater Pumps  
with Cutter System  
2" Discharge

**Barracuda GRP 10-50**



**Application**

HOMA Barracuda GRP Grinder Pumps are designed for high-head pumping applications of waste water and sewage. Their hard stainless steel cutter system grinds all soft solids to small pieces, enabling the pumps to provide high pressure pumping at low motor rating. It also allows the use of cost saving small diameter pipework.

The Barracuda GRP series pumps are typically used in:

- Commercial and domestic wastewater and sewage containing soft solids
- Small municipal collection systems
- Optional Factory Mutual (FM) label for Class I, Div 1 EX construction.

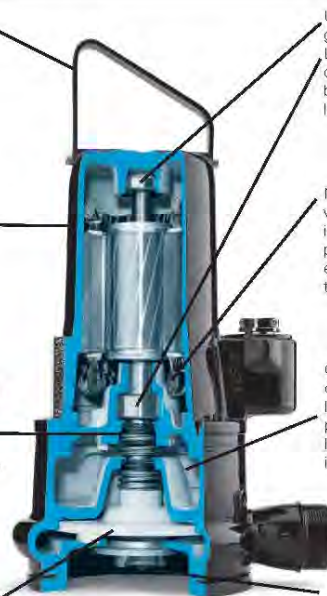
**Features**

Integral lift handle is arched to permit self centering of lifting device

Cast iron construction with epoxy coating for maximum corrosion resistance

GRP 10 / GRP 16 with combination of mechanical seal and lip seal. Models from GRP 26 with two mechanical seals (Silicon Carbide / Silicon Carbide)

High head open multi-channel impeller for smooth vibration free operation



Upper bearing: deep groove ball bearing  
Lower bearing: double row angular ball bearing assure long life and reliability

Motor windings provided with class F insulation and fully protected by embedded auto reset thermal switches

Oil filled seal chamber positively lubricates seals and permits a seal leakage probe to be installed

55 HRC hardened stainless steel cutter system consisting of stationary cutter ring and blade rotor



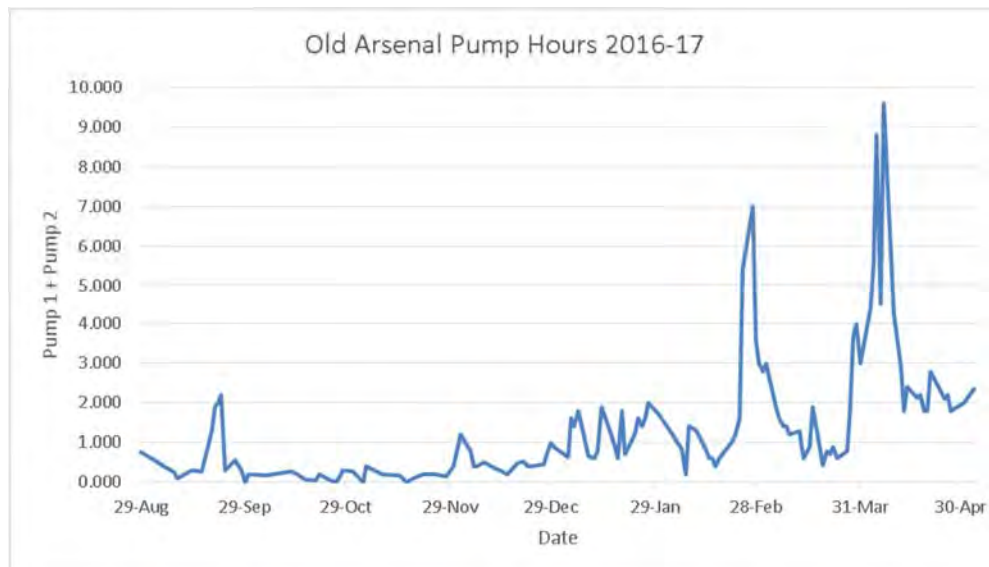
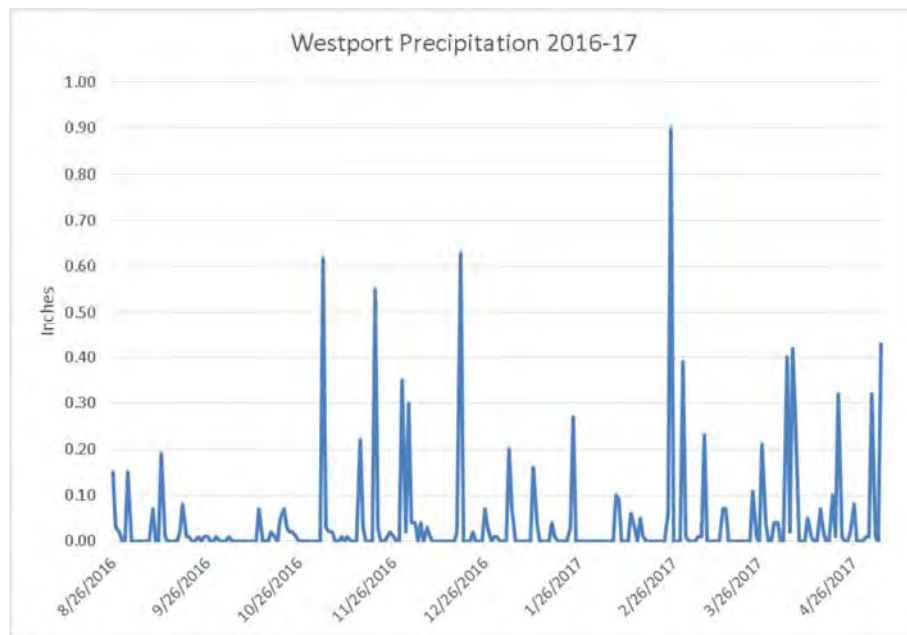


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Pump Station #3 & Old Arsenal Road Service Area Investigations

Pump Station Inspections

In the first chart below, the rainfall amounts has been graphed for the 9 months that the town's sewer system was examined. The second chart below totals the pump run times totaled daily during the same examination period.





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Pump Station #3 & Old Arsenal Road Service Area Investigations

## Pump Station Inspections

From the information graphed in the previous page, there are 2 points that should be highlighted for the report. The first is the run time of the pump station. When both the run time of both pumps were averaged over the examination period, the pumps ran for 1.37 hours each day. Using the assumed pump rate for the station, that's an average of 6,600 gal/day. The maximum daily flow calculated for the properties (if they were occupied year round) is 2,700 gal/day.

The second point of note regarding the data above is the nature of the increased inflow to the pump station. The flow data in both charts shows a sharp correlation between the rainfall in the winter/ spring with increased flow to the pump station. This precipitation, in addition to snow melt, appears to directly add additional flow to the system.

### **Conclusion:**

Based on the large amount of I&I entering the pump station and there very limited number (6) of homes serviced by this station, the pump station should be completely replaced. It should be relocated to a more accessible spot and preferably away from the lake.



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Appendix E

Pump Station #3 & Old Arsenal Road Service Area Investigations

## Manhole Inspections

A representative number of manholes were inspected in this service area. The manholes on Old Arsenal Street generally exhibited relatively good structural conditions but showed signs of leakage. The manholes near the lake and the Pump Station, specifically MH 40, are in poor condition. The manholes were very wet at the time of inspection. The manholes are clearly a large source of I&I. All of the manholes require repair or replacement. Any manholes removed from service should be properly abandoned and replaced.

## MH 41



### **Corbel and Walls:**

Precast Concrete Manhole. Concrete is pot-marked and has significant I&I issues. Manhole is covered in scaling from I&I. Streaked corrosion is evident on the walls of the manholes.

### **Bench Walls and Invert / Trough:**

Formed from concrete. Debris in invert of Inv. Out

### **General Condition:**

An inspection reveals that this manhole has a deteriorating brick riser section as well as pot-marked concrete walls. There seems to be a significant amount of I&I impacting this manhole. Manhole walls were covered in a scale that appears to be from I&I. Manhole walls are stained from water. The flow into the manhole is very black. This indicates a surcharged section of pipe that has gone anaerobic and is causing a hydrogen sulfide release. This hydrogen sulfide is combining with water infiltrating the manhole to create sulfuric acid. This sulfuric acid is attacking and degrading the concrete walls and the mortar around the brick riser section. Streaked corrosion is evident on the walls of the manholes.



## MH 42



### **Corbel and Walls:**

Precast concrete manhole. Concrete is pot-marked. Walls are stained from water. Connection between base section and barrels sections shows a high level of infiltration including severe rust staining around the invert pipes (which are clay tile).

### **Bench Walls and Invert / Trough:**

Formed from concrete. Debris on bench walls.

### **General Condition:**

An inspection reveals that this manhole is very wet from infiltration. Debris is present on the bench walls. The walls are stained by water and rust stains are evident around the invert pipes and between the connection point of the base and barrel sections.



## MH 43



### **Corbel and Walls:**

Precast Concrete Manhole. Concrete is pot-marked. Brick riser section appears to be deteriorating. Walls are wet.

### **Bench Walls and Invert / Trough:**

Formed from concrete. Debris in invert (very low flow may be contributing to this). There are two holes around the Invert in and one hole around the invert out that may be able to allow water into the manhole. Debris on bench walls.

### **General Condition:**

An inspection reveals that this manhole has very wet walls as well as a deteriorating brick riser section. There appears to be very little flow in this manhole (at the time of inspection) which may be leading to the deposition of debris in the invert. There are two holes around the Invert in and one hole around the invert out that may be able to allow water into the manhole. These holes coupled with the low flow may be a receipt for water to seep into the manholes. If water is not seeping into the manholes, it may exfiltrate. The holes are not large enough to determine if infiltration or exfiltration is actually occurring.



## MH 44



According to the plans, Manhole 44 is supposed to be the beginning of the collection system that flows into Pump Station #3. As shown in the picture to the left, there is an unknown invert located at the floor of the manhole. It appears to be installed at the same time as the sewer main due to the manhole's trough being conformed to it. Both of the green pipes are known PVC house laterals.

Manhole 44 has been previously repaired in an attempt to stop infiltration through. However, dark lines near the spray foam are recent water stains. At the time of the inspection there were water drops that were dripping from the foam.





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Pump Station #3 & Old Arsenal Road Service Area Investigations

## Sewer Main Inspections

A complete internal video inspection of the sewer mains is outside of the scope of this report. However, a review of previous inspections reveals that the sewer mains in this service area are generally in poor condition. The only exception is the cast iron main that runs from MH 42 to the PS.

### Specific Defects Noted:

- Based on visual observations by both AES staff and Town staff, it is highly expected that there is a significant amount of I&I leaking into the main between MH 43 and MH 42 as the main passes under a purported NYSDOT drainage ditch.

### Additional Items of Note:

- It is difficult to determine from the existing drawings, but it is assumed that there are at least a few existing pre-1968 sewer mains that were tied into the system.
- The existing collection system in this area consists of 8" VCT pipe from MH 40 to MH 44-1. The section of pipe from MH 45 to Pump Station #3 is purported to be abandoned.
- The exact location of existing service connections and how they are plumbed to the system is not fully known. If the pump station is relocated or removed, the location of these laterals should be investigated during preliminary design so as to determine the exact amount of relocating of the pipes is necessary.
- About 600' of pipe feeds the pump station, 375' of VTC, and 225' of Cast Iron Pipe (CIP) under a stream crossing. The force main feeds into the middle interceptor, which is a continuation of the Worman Road Area flow. This main runs through the same stream, and it is expected to have the same or worse effects of infiltration at that location.
- The Town WWTP Operator has noted that the lateral from 40 Old Arsenal Rd is full of roots and leaks severely. Past attempts to repair this lateral appear to have been unsuccessful.



## Sewer Main - MH 43 - MH 42

Location: Old Arsenal Road



Photo (Left)

*Debris in Pipe:*  
Evidence of low/poor slope.

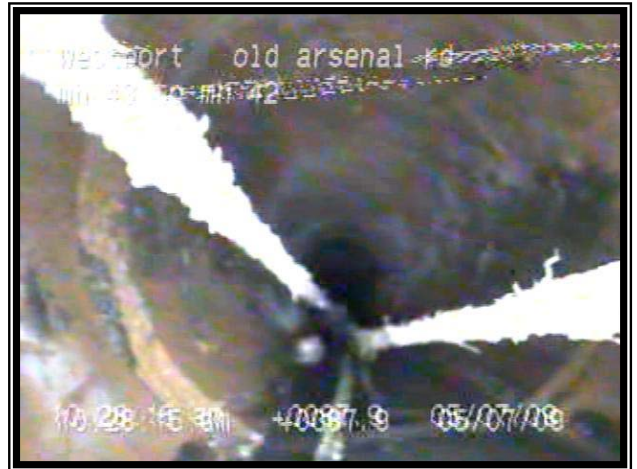


Photo (Right)

*Slight Misalignment of Pipe Joints:*  
Evidence of poor installation of pipes or  
shifting of pipes over time.



Photo (Left)

*Greasy Build-up:*  
Evidence of surcharge.

## Sewer Main - MH 43 - MH 42

Location: Old Arsenal Road



Photo (Left)

*Pipe Surcharged:*  
Evidence of low/poor slope.

Photo (Right)

*Pipe Surcharged:*  
Evidence of low/poor slope.



Photo (Left)

*Debris:*  
Evidence of poor slope.

*Spider Webs:*  
Evidence of low flows

*Slight Misalignment of Pipe Joints:*  
Evidence of poor installation of pipes or shifting of pipes over time.





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Pump Station #3 & Old Arsenal Road Service Area Investigations

Sewer Main - MH 42 - MH 41

Location: Old Arsenal Road



Photo (Left)

Although it is difficult to tell in this picture, this section of pipe appears to be iron pipe. There was some debris built up in the invert of the pipe. The quality of the video of this section of pipe is not good; therefore, a through evaluation of this section of pipe has not been performed.

## Sewer Main - MH 44 - MH 43

Location: Old Arsenal Road



Photo (Left)

*Pipe Surcharged:*  
Evidence of low/poor slope.

*Greasy Build-up:*  
Evidence of surcharge  
(more than what is currently shown).

Photo (Right)

*Debris:*  
Evidence of poor slope.



Photo (Left)

*Slight Misalignment of Pipe Joints:*  
Evidence of poor installation of pipes or shifting  
of pipes over time.



## Sewer Main - MH 44 - MH 43

### Location: Old Arsenal Road



Photo (Left)  
*Improper Pipe Connection:*

6" "lateral" connection. This pipe connection is either an individual lateral or a lateral sewer that has been improperly connected to the sewer system. Any time a 6' pipe is connected to an 8" sewer main, a manhole is required at the connection point. In addition, the 6' pipe is installed at a very minimal slope that does not allow for proper flow of the wastewater into the main pipe. This low slope can lead to debris backup and possible plugging.

Photo (Right)

*Another Improperly connected 6" "lateral" pipe.*

#### Roots

Roots are present near this lateral. The root mass is currently small, but could swell to completely block the pipe, which could cause the pipe to plug.



Photo (Left)

*Pipe Surcharged:*  
Evidence of low/poor slope.

*Debris:*  
Evidence of poor slope



## Sewer Main - MH 41 - MH 40

Location: Old Arsenal Road



Photo (Left)

*Debris:*  
Evidence of poor slope.

Photo (Right)

*Misaligned of Pipe Joints:*  
Evidence of poor installation of pipes or  
shifting of pipes over time.



## Sewer Main - MH 70 to the South

Location: Old Arsenal Road

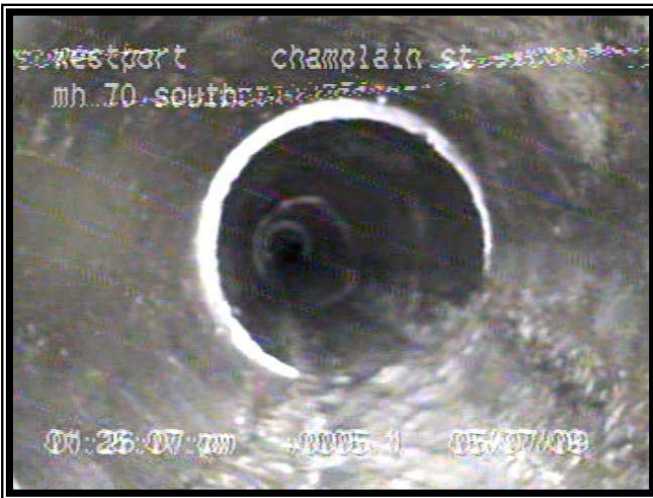


Photo (Left)

*Debris:*  
Evidence of poor slope.

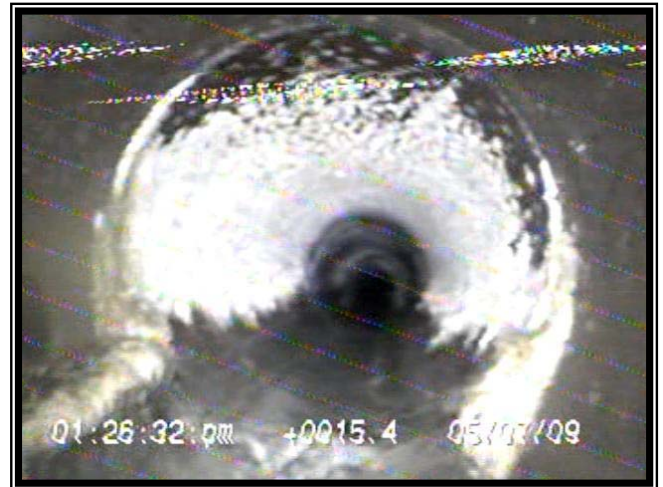


Photo (Right)

*Greasy Build-up:*  
Evidence of surcharge  
(more than what is currently shown).



Photo (Left)

*Improper Pipe Connection:*  
6" "lateral" connection. This pipe connection is either an individual lateral or a lateral sewer that has been improperly connected to the sewer system. Any time a 6' pipe is connected to an 8" sewer main a manhole is required at the connection point. In addition the 6' pipe is installed at a very minimal slope that does not allow for proper flow of the wastewater into the main pipe. This low slope can lead to debris backup and possible plugging. Debris is stuck in the invert of this 6" line.



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Pump Station #3 & Old Arsenal Road Service Area Investigations

## Recommendations

### Pump Station:

It is recommended that Pump Station #3 is completely replaced and relocated.

### Manholes:

The majority of manholes in this service area should be repaired or replaced (if they are to remain in service). Those manholes that only exhibit leakage can be repaired and lined with high strength grout or replaced. Manholes that exhibit structural deterioration due to sulfide attack should be replaced. A final inspection during design can provide final recommendations. It is possible that some manholes may not need any work.

### Sewer Mains:

The sewer mains in this service area should be repaired or replaced (if they are to remain in service). It is expected that the majority of the lines leak in a least some manner. A full inspection is proposed to be performed during the preliminary design phase. This inspection would involve cleaning and CCTV inspection of the pipes. During this inspection, any structural deficiencies will be flagged for repair or replacement. Any sections that are found to be structurally sound can be repaired with cured-in-place-pipe (CIPP) or replaced. The cast iron main is expected to be in good condition.

### Laterals:

Lateral connections in this area may need to be reconfigured based on the final location of the new pump station(s).

### Other:

Manholes, main lines, and lateral pipes that are no longer in service should be properly abandoned and disconnected from the collection system.



# APPENDIX F

## PUMP STATION #4 & FIRE FLY LANE SERVICE AREA INVESTIGATION



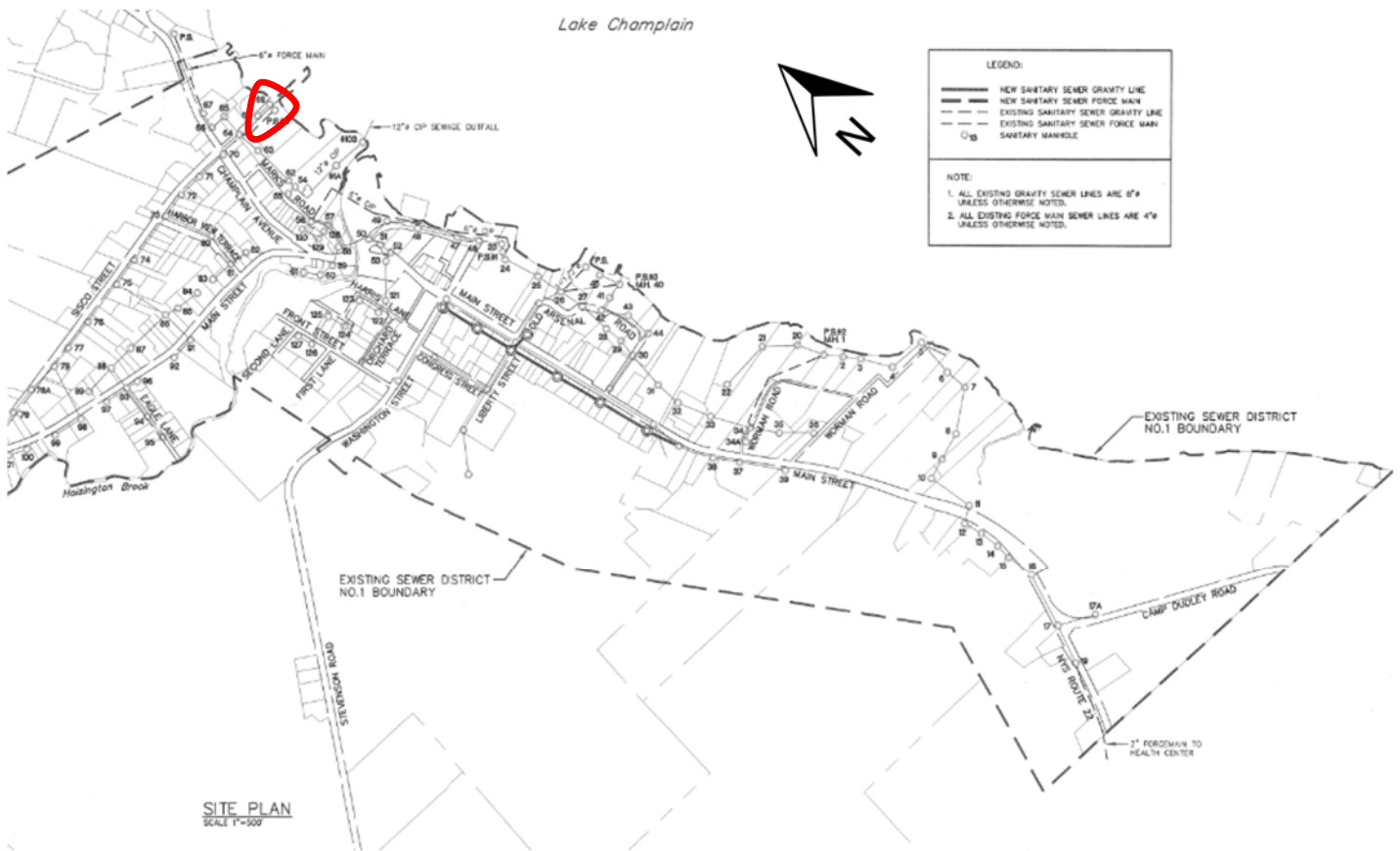
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# Town of Westport Sewer District #1 Collection System Evaluation Appendix F

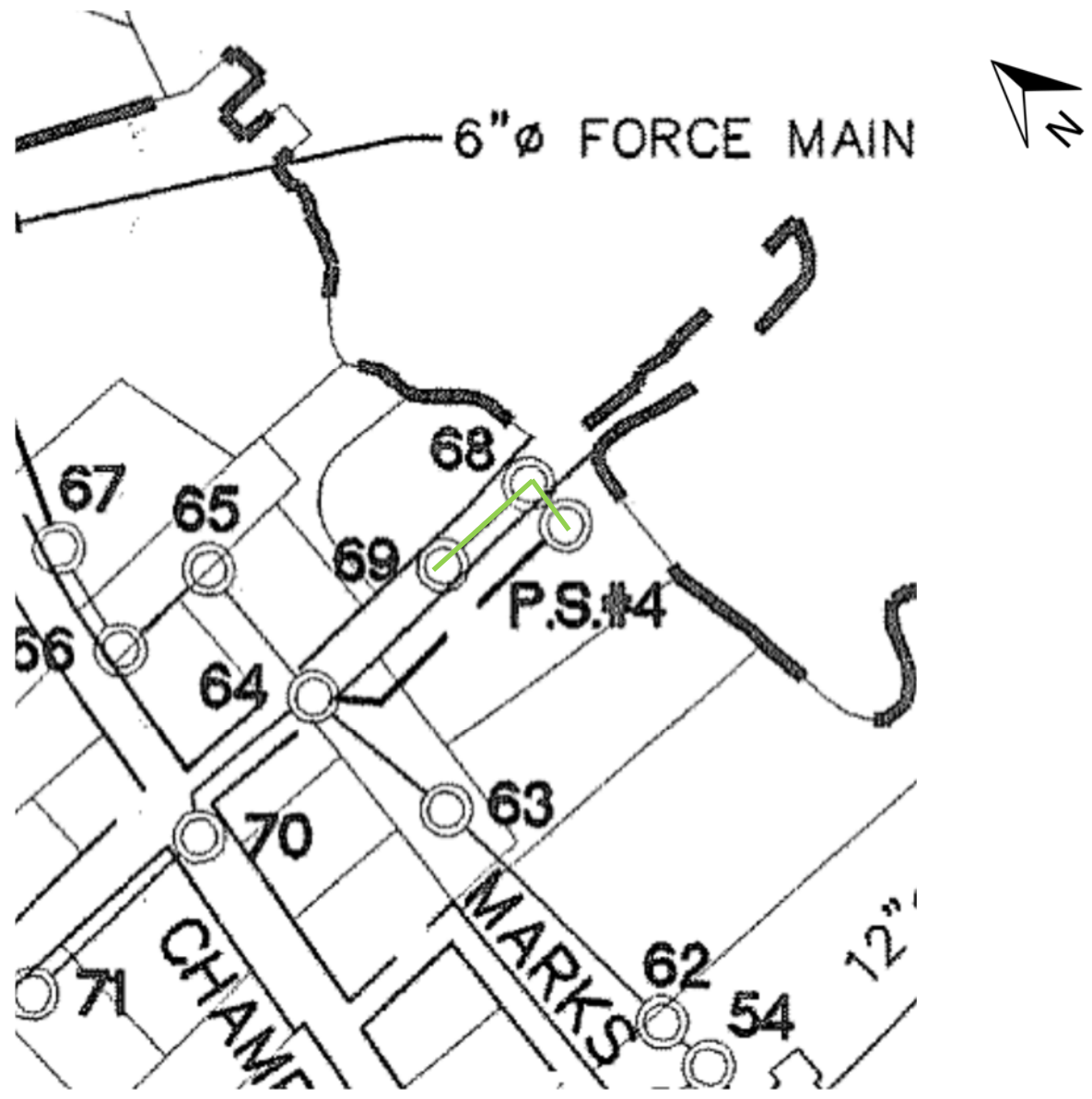
## Pump Station #4 & Fire Fly Lane Service Area Investigations

### Location Map

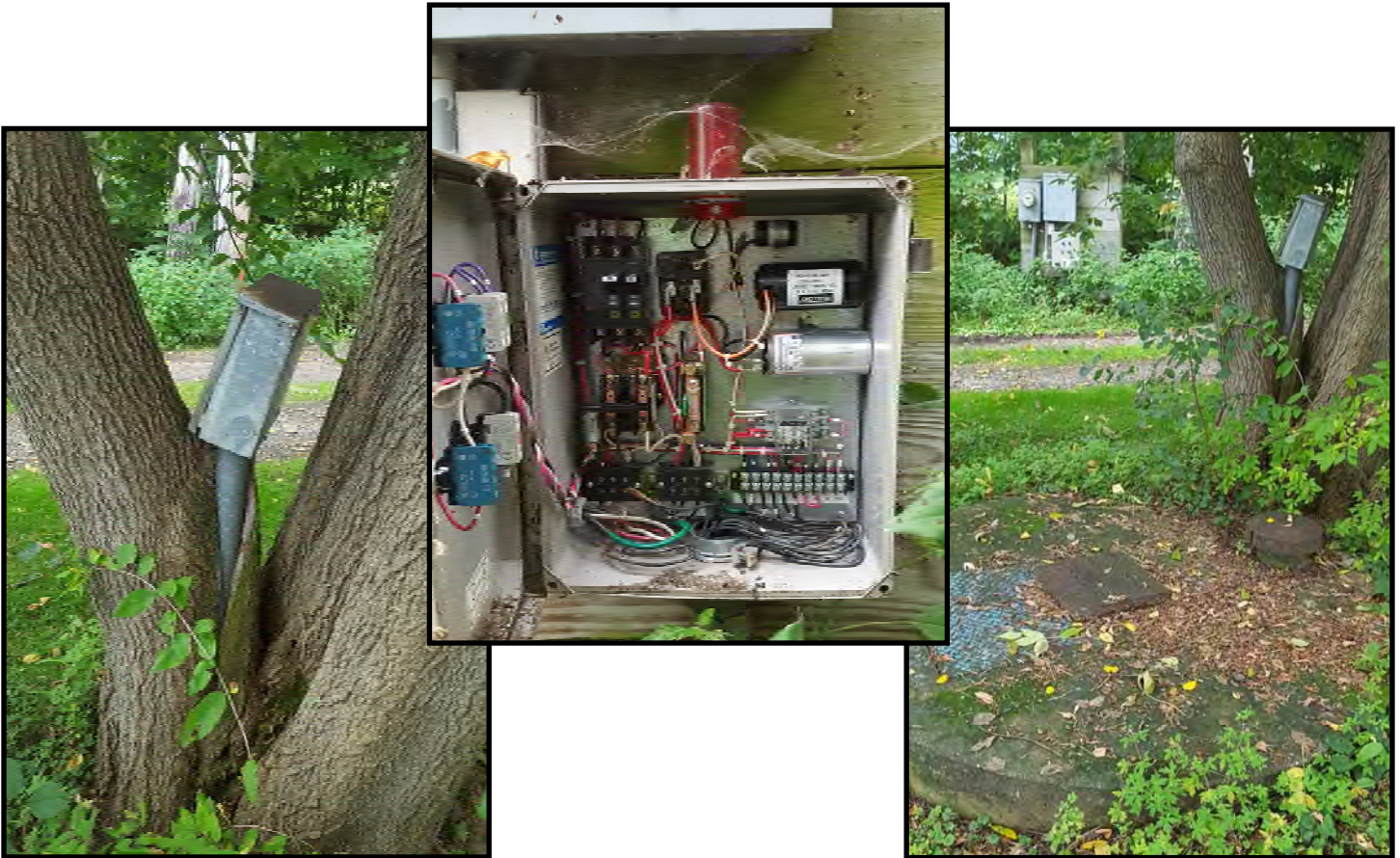
This service area is very small, serving 2-3 homes. These two homes connect to Pump Station #4. The elevation of this service area focuses on the pump station.



### Location Map



## Pump Station Inspection



This pump station is a simplex single phase pump station. During several site visits the pumps station was locked so the pump and interior wet well conditions were unable to be observed. It is unlikely that the pump station wet well has full 24 hour storage. A panel adjacent to the pump station was grown into the adjacent box elder tree. It is unknown if that panel is currently in use. The operator did not indicate any major or recurring issues with the pump station.



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Pump Station #4 & Fire Fly Lane Service Area Investigations

## Manhole Inspection

There are only two manholes that are included in this section: 68 and 69. Neither of these manholes were located at the time of the manhole inspections. Based on the condition of manholes of a similar construction, it is expected that the manholes leak.



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## Sewer Main Inspection

Although it is possible that the short sections of sewer mains leak, it is not expected to contribute significantly to the I&I issue as no major issues were reported by the operator.



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Pump Station #4 & Fire Fly Lane Service Area Investigations

## Recommendations

### Pump Station:

If the electrical box that is grown into the tree is still in service it is recommended that it be relocated. A generator receptacle with a manual transfer switch should be added to the pump station backboard.

### Manholes:

It is assumed that the manholes in this section leak and they should be repaired or replaced. Those manholes that only exhibit leakage can be repaired and lined with high strength grout or replaced. Manholes that exhibit structural deterioration due to sulfide attack should be replaced. A final inspection during design can provide final recommendations. It is possible that some manholes may not need any work.

### Sewer Mains:

It is not expected that they sewer mains in this area contribute significantly to I&I issues. If funds allow, the sewer mains could be inspected and repaired if needed, however this is not a high priority.

### Laterals:

It is not expected that laterals in this area contribute significantly to I&I issues. If funds allow, the laterals could be inspected and repaired if needed, however this is not a high priority.

# APPENDIX G

## PUMP STATION #3 & SISCO AND MAIN STREET SERVICE AREA INVESTIGATION





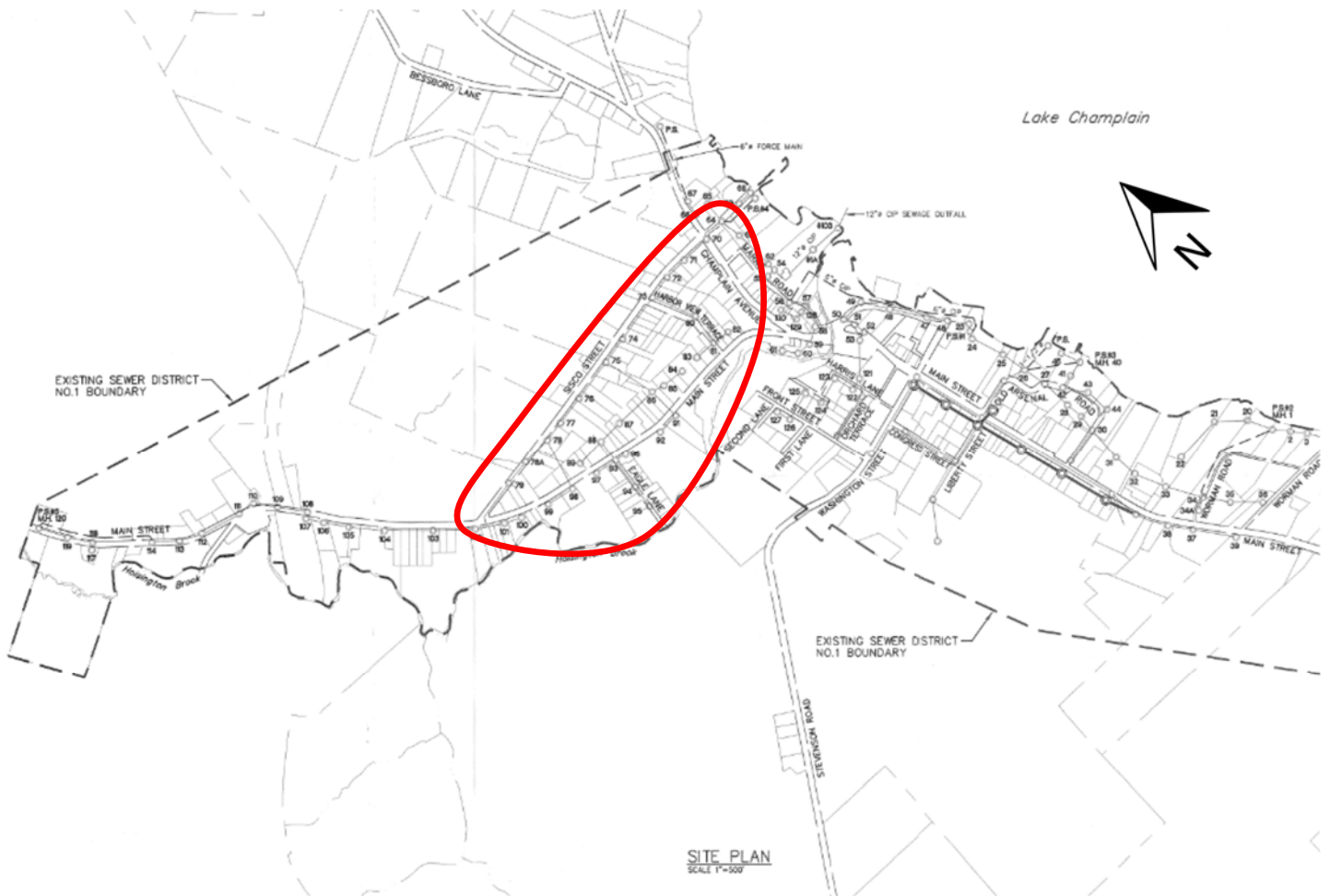
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# Town of Westport Sewer District #1 Collection System Evaluation Appendix G

## Sisco and Main Street Service Area Investigations

### Location Map

While getting there in various ways, all sewer in this area flows to Sisco Street. This main line represents roughly a third of the collection system, and is the only gravity fed line into the treatment plant. All pipe in this area is VCT, some dating pre-1968, although it is unclear exactly how much. Sisco Street and Harbor View Terrace consists mainly of pre-1968 sewers, while Eagle Street, Champlain Avenue, Main Street, and its connectors were installed in 1968. Of note in this area is that the interceptors to Sisco all run through back yards, and a normal spring brings complaints from customers about wet backyards with sewer water.



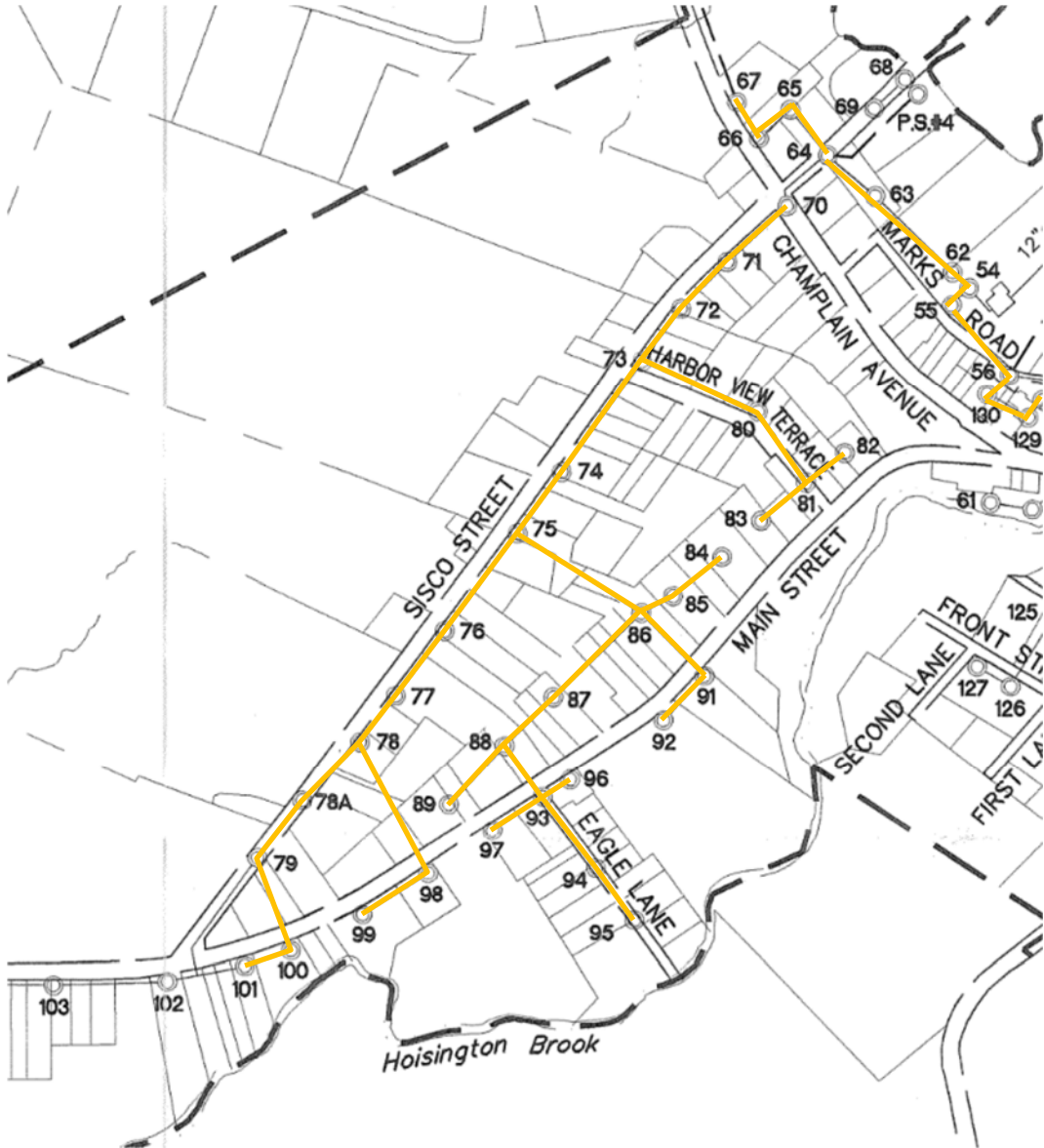


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Sisco and Main Street Service Area Investigations

Location Map





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Sisco and Main Street Service Area Investigations

## Manhole Inspections

A representative number of manholes were inspected in this service area. The majority of the manholes generally exhibited relatively good structural conditions but all showed signs of leakage. There were at least two manholes without proper troughs. At least two manholes showed signs of moderate to severe root intrusion. The manholes were very wet at the time of inspection. The manholes are clearly a large source of I&I. All of the manholes require repair or replacement.

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## MH 70



**Corbel and Walls:**

This manhole is constructed of laid up concrete blocks. The mortar has severely deteriorated, and in some places is missing altogether. While this manhole did not appear to be wet during the time of inspection, the missing grout may be a location for I&I to enter the manhole. The manhole has a brick riser.

**Bench Walls and Invert / Trough:**

Bench walls are built-up for what is presumably a drop invert.



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## MH 86



This manhole receives flow from the south section from Eagle Lane, Route 9, and the properties on the north side of Route 9.

Most of the infiltration enters through cracks around the rim and from between the bricks seams and the seam at the base of the brickwork.

As shown in the exterior pictures, this manhole is found behind houses.



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## MH 98



This manhole receives flow from the manhole to its east, manhole number 99, along with the lateral attached after 99. This does not explain why the flows from this manhole were so high despite having little attached to it in terms of service.

Most of the infiltration enters through cracks around the rim and from the sections where the pipes tie into the trough of the manhole. Also there is evidence of it coming in from the cover due to storm water.

As shown in the exterior pictures, this manhole is found in a flat section very close to the storm drains along Route 9, and has evidence of storm water in from the cover.



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## MH 99



This manhole receives flow from one or two laterals and then sends the flow down to manhole 98. This manhole had little flow compared to the next manhole down.

Most of the infiltration seems enters through cracks around the rim and from the brick work holding up the rim and ring. However flow amounts could indicate issues with the pipe.

Similar to a lot of the other manholes in this system, there is a lack of sealing with the seams of the precast concrete.

As shown in the exterior pictures, this manhole is found in a flat section very close to the storm ditch along Route 9, and has evidence of getting storm water in from the cover due to the sediment buildup over the cover.



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## MH 100



This manhole receives flow from all of the service lines north of the intersection of Route 9 and Sisco Street and is where it sends sewer into the Sisco Street line.

Most of the infiltration enters through cracks around the rim and from the seam just under the ring. The staining indicated it is a frequent issue that comes in intervals.

As shown in the exterior pictures, this manhole is found in a flat section very close to the storm ditch along Route 9, and has evidence of storm water leaking in from the cover.

Similar to a lot of the other manholes in this system, there is a lack of sealing with the seams of the precast concrete.







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## Sewer Main Inspections

A complete internal video inspection of the sewer mains is outside of the scope of this report. However, limited, representative videos were taken of the 1968 era VCT pipe. In general the pipes are expected to be structurally sound with good slope. All pipes are minimum of 8" and meet minimum sizing requirements. It is expected that the pipes do leak, either through cracks or more likely leaking joints. In general slopes appear to be adequate and meet minimum design requirements.

Additional Items of Note:

- It is assumed that the majority of sewer service connections are pre-1968.



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## Flow Monitoring

- Review of previous flow monitoring shows there is an influence of I&I in this service area. It appears that some of the I&I enters the system from the sewers that come into the Sisco line from Main Street, likely picking up flow in the wetland/wooded areas between the two streets. It also shows that the flow coming in from the West Main Street area does not have a large influence during dry weather flow, but during times when ground water flows are high, West Main Street contributes largely to the flow in this service area.
- Flow monitoring performed in 2018 at MH 86 shows that there is some flow increase along the sewer main from MH 89 to MH 86.
- It is not fully apparent from the flow monitoring, but it is suspected that at least some of the I&I is coming from the Essex County Fairgrounds. Exploration of the fairgrounds was outside of the scope of this report.

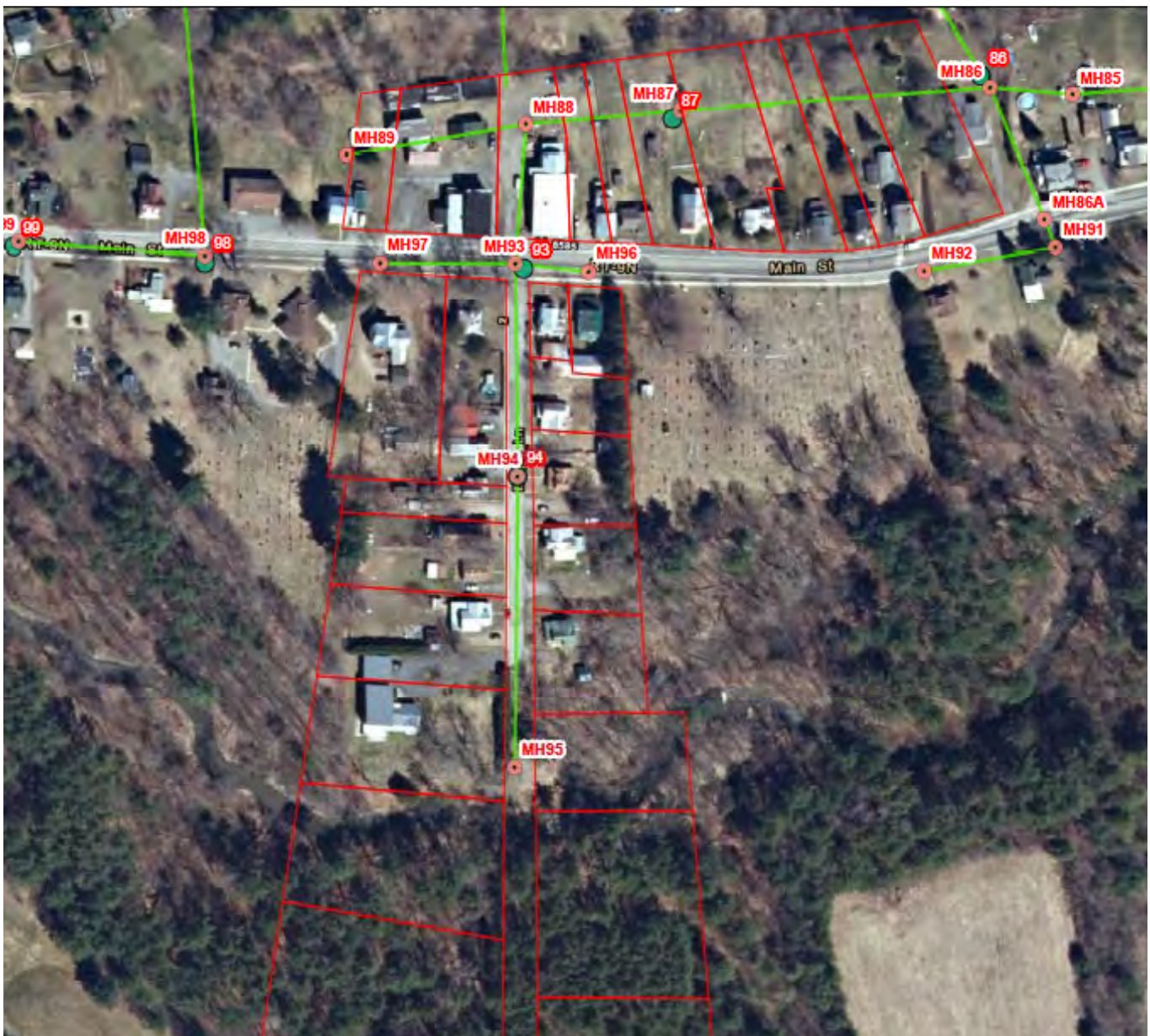


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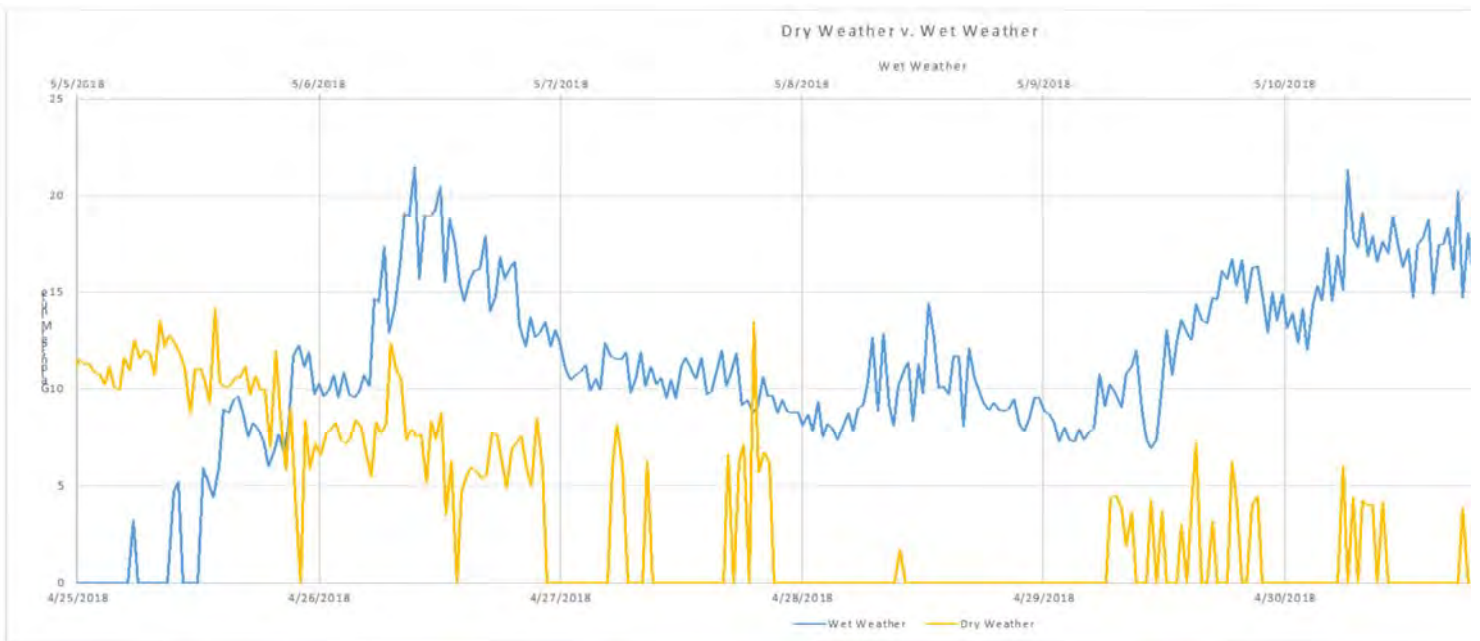
### Flow Monitoring

- This map shows the properties and pipes connected to MH 86.



## Flow Monitoring

The graph below shows that difference between wet weather and dry weather flows at MH 86. There is some influence from I&I in this system.





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Sisco and Main Street Service Area Investigations

Flow Monitoring

This hand measurement taken in 2010 (on a day with 2.5” of rain), shows that the lines coming down from main street have a significant influence relatively to their size. The line from MH 73 to MH 80 and MH 78 to dead-end, should be essentially zero flow and they are contributing 22 gpm total. Interestingly, the line that comes from MH 86 (through MH 90 to MH 75) shows little influence, which varies from the 2018 monitoring. It is likely that the influence in that area takes place during higher water table events, not rain events.

Instantaneous Flow Survey, October 1, 2010

Manhole	From	Flow Reading	Time	Comments
34	37	15	4:03	Isolated section of sewer from along the State Route, South End of Town
73	80	14	5:36	Could not measure mainline flow (overwhelmed V-notch)
79	101 dead end	54 0	5:56	based on visual observation
78	78A	60	6:24	Estimated (could not seem to maintain air pressure (likely due to tilt of the air tube)
	dead end	8	6:04	Stabilized measurement
75	76 90	NA 2	6:45	Estimated based on Visual observation



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## Recommendations

Investigations show that the majority of the I&I in this area is coming from the lines that feed into Sisco Street, but not necessary on Sisco Street and Marks Lake . The following apply to the areas feed into Sisco Street.

### Manholes:

The majority of manholes in this service area should be repaired or replaced. Those manholes that only exhibit leakage can be repaired and lined with high strength grout or replaced. Manholes that exhibit structural deterioration due to sulfide attack should be replaced. A final inspection during design can provide final recommendations. It is possible that some manholes may not need any work.

### Sewer Mains:

This area clearly contributes some I&I to the system, however much less than other areas. It is suspected that at least a portion of this service area has sewer mains that leak. For the purposes of this report, it is assumed that 25% of this service area requires repair or replacement. Specifically the following sewer mains are recommend for repair/replacement (MH 78-MH 99, MH 75-MH 86, MH 86-MH 89, MH 86-MH 84, 73-MH 82, and MH 81-MH 83. If funds allow, additional sections of pipe can be inspected and repaired/replaced as required. A full inspection is proposed to be performed during the preliminary design phase. This inspection would involve cleaning and CCTV inspection of the pipes. During this inspection, any structural deficiencies will be flagged for repair or replacement. Any sections that are found to be structurally sound can be repaired with cured-in-place-pipe (CIPP) or replaced. For the purposes of estimating, an assumed liner footage of pre-1968 pipe has been included for replacement, as it is assumed that this pipe will be beyond repair. The exact location and amount of such pipe is not completely known from the drawings.

### Laterals:

It is assumed that the majority of laterals in the section are pre-1968 and require replacement or repair. Additional investigation during preliminary design should identify which laterals require replacement or rehabilitation. For the purposes of this report, is assumed that 25% of the service connections require repair or replacement. If funds allow, additional sections of pipe can be inspected and repaired/replaced as required.

### Fairgrounds:

The fairgrounds connect to the sewer system in this general area. Investigation of the fairgrounds was outside of the scope of this report. It is recommended that the Town of Westport require Essex County to inspect and repair any deficiencies in the sewer system that could contribute I&I to the system.

# APPENDIX H

## WEST MAIN STREET SERVICE AREA INVESTIGATION



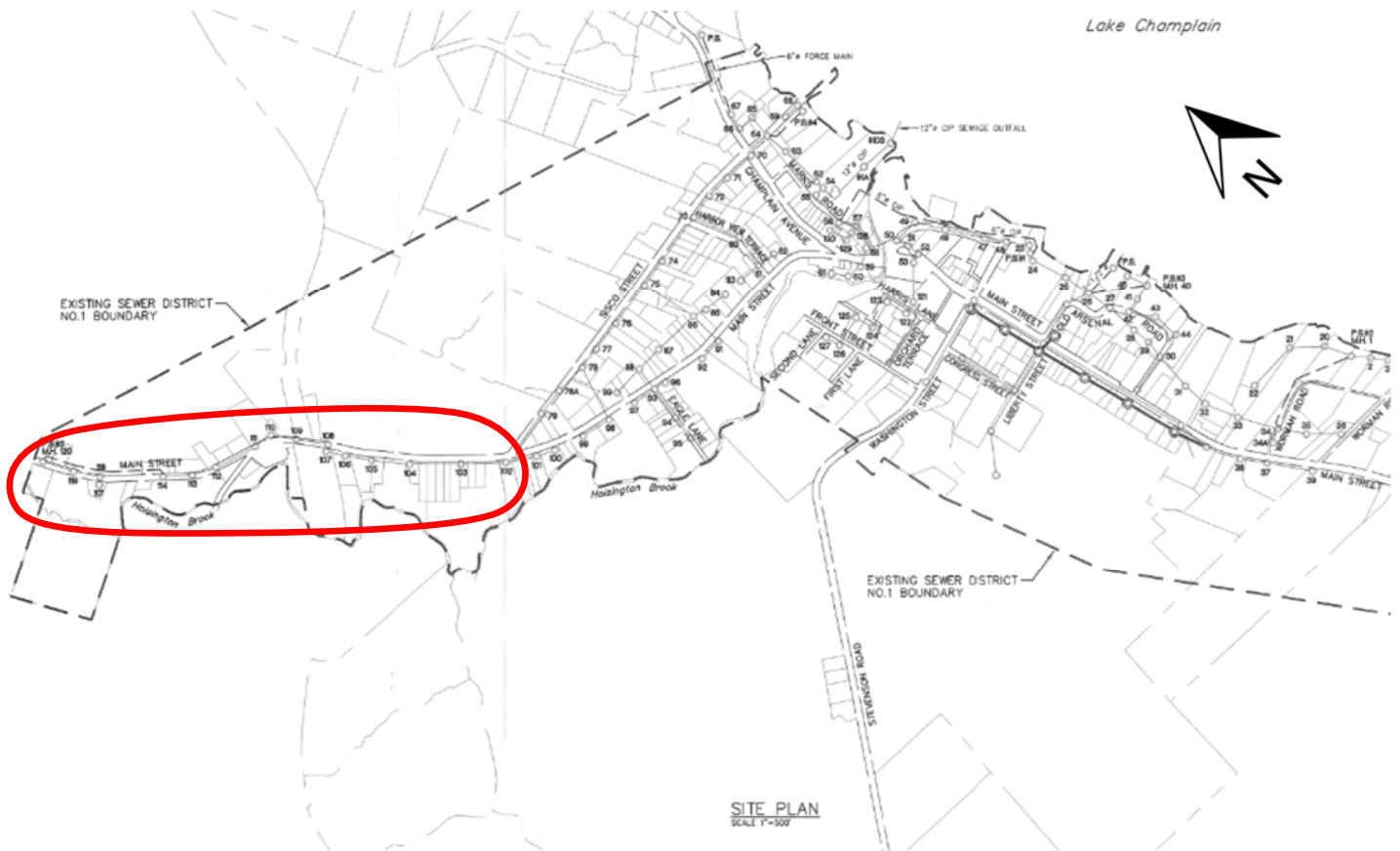
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# Town of Westport Sewer District #1 Collection System Evaluation Appendix H

## West Main Street Service Area Investigations

### Location Map

The West Main Street service area extends from the Sisco/Main Street service area following RT 9N/22 West. This main was installed in 1968 and consists of 8" VCT pipe.







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### Location Map





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West Main Street Service Area Investigations

## Manhole Inspections

A limited, but representative number of manholes were inspected in this service area. As is typical in this collection system, the manholes appear to be a source of I&I, although the amount of influence appears to be varied. MH 100 appears to leak heavily, MH 103 and 104, less so. Leaks occur through cracks, around the frames and just generally through the walls of the manholes.

## MH 103



This manhole receives nearly all of the flow from the West Main Street service area. The cover of the manhole is at grade and does not need to be raised. There are numerous leaks between the frame and corbel section. Below the rim and risers there are large chunks of concrete that are completely missing. This could potentially be problematic in the case of a large precipitation event.

The walls appear to be in overall good condition. The pre-cast joints are deteriorating. When the groundwater table rises, this could be a contributing factor to the I & I. Both the trough and the floor of the manhole are in good condition. The concrete around the pipes are also in good condition and are not deteriorating. The stairs are functioning, however the last step is partially buried in the floor of the manhole.



## MH 104



This manhole receives flow from most of the manhole north of the intersection of Route 9 and Sisco Street and is across from the fairgrounds.

Most of the infiltration enters through cracks around the rim and from the seams. The stains along the rim flowing into the side of the manhole is evidence of it being a regular infiltration and it would be susceptible to fluctuations of the ground water table.



As shown in the exterior pictures, this manhole is found in a patch of grass off of the sidewalk. So it should not have the issue of storm water draining into it through the rim.



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## Sewer Main Inspections

A complete internal video inspection of the sewer mains is outside of the scope of this report. However, limited, representative videos were taken of the 1968 era VCT pipe. In general the pipes are expected to be structurally sound with good slope. All pipes are minimum of 8" and meet minimum sizing requirements. It is expected that the pipes leak, either through cracks or more likely leaking joints. In general, slopes appear to be adequate and meet minimum design requirements.

Additional Items of Note:

- It is assumed that the majority of sewer service connections are pre-1968.



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 West Main Street Service Area Investigations

## Flow Monitoring

This flow monitoring performed in 2010 shows that a significant amount of water comes from West Main Street (shown below as the flow from MH 79 to MH 101). With all service connections running at the same time the maximum flow from this area should only be 10 gpm, not 54 gpm. This flow monitoring occurred during a 2.5" rainfall event. It is suspected from this and from a review of previous flow data that the I&I entering the system in this area enters from pipes installed in or near NYSDOT ditch lines for NYSDOT RT 9N/22. The pipes upstream from MH 112 are located in such areas. Visual observations in 2018 lined up with this assumption.

### Instantaneous Flow Survey, October 1, 2010

Manhole	From	Flow Reading	Time	Comments
34	37	15	4:03	Isolated section of sewer from along the State Route, South End of Town
73	80	14	5:36	Could not measure mainline flow (overwhelmed V-notch)
79	101 dead end	54 0	5:56	based on visual observation
78	78A	60	6:24	Estimated (could not seem to maintain air pressure (likely due to tilt of the air tube)
	dead end	8	6:04	Stabilized measurement
75	76 90	NA 2	6:45	Estimated based on Visual observation



Town of Westport  
Sewer District #1  
Collection System Evaluation  
Appendix H  
West Main Street Service Area Investigations

## Recommendations

### Manholes:

The majority of manholes in this service area should be repaired or replaced. Those manholes that only exhibit leakage can be repaired and lined with high strength grout or replaced. Manholes that exhibit structural deterioration due to sulfide attack should be replaced. A final inspection during design can provide final recommendations. It is possible that some manholes may not need any work.

### Sewer Mains:

Based on field observations, it appears that the majority of I&I is entering the system upstream from MH 112. For the purposes of this report, it is assumed that 50% of this service area requires repair or replacement (MH 112-MH 120 and MH 117-MH 120). If funds allow, additional sections of pipe can be inspected and repaired/replaced as required. It is expected that the majority of the lines leak in a least some manner. A full inspection is proposed to be performed during the preliminary design phase. This inspection would involve cleaning and CCTV inspection of the pipes. During this inspection, any structural deficiencies will be flagged for repair or replacement. Any sections that are found to be structurally sound can be repaired with cured-in-place-pipe (CIPP) or replaced. For the purposes of estimating, an assumed liner footage of pre-1968 pipe has been included for replacement, as it is assumed that this pipe will be beyond repair. The exact location and amount of such pipe is not completely known from the drawings.

### Laterals:

It is assumed that the majority of laterals in the section are pre-1968 and require replacement or repair. Additional investigation during preliminary design should identify which laterals require replacement or rehabilitation. For the purposes of this report, it is assumed that 50% of the service connections require repair or replacement. If funds allow, additional sections of pipe can be inspected and repaired/replaced as required.

# APPENDIX I

## LIBERTY & CONGRESS STREET SERVICE AREA



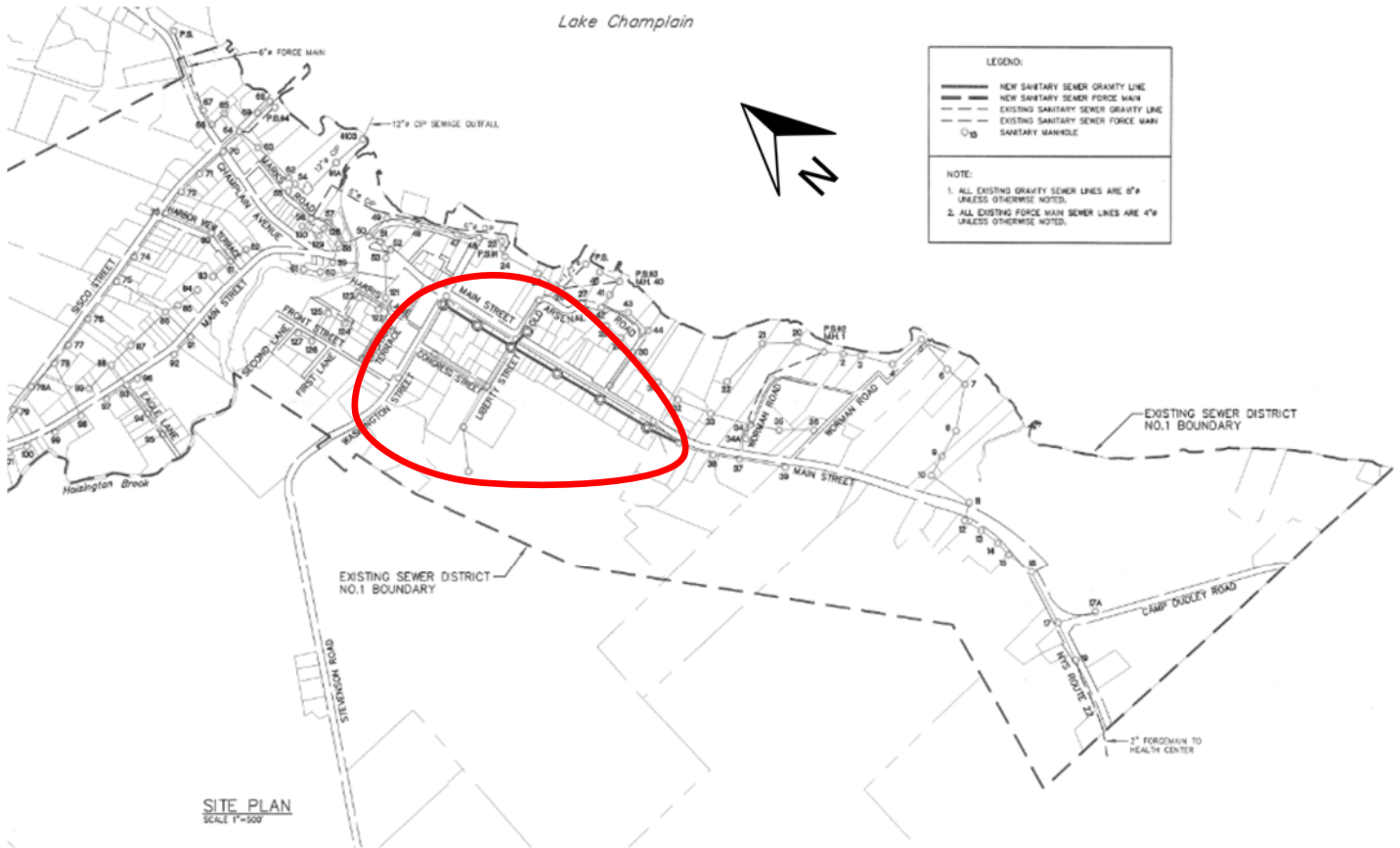


Architecture, Engineering, and Land Surveying Northeast, PLLC  
10 -12 City Hall Place, Plattsburgh, NY 12901

# Town of Westport Sewer District #1 Collection System I Congress & Liberty Street Service Area Investigations

## Location Map

The Congress and Liberty Street Service Area includes these streets as well as sewer mains on RT 9N/22. The mains on RT 9N/22 were replaced in 2007. The mains on Congress and Liberty Street appear to be PVC.





Architecture, Engineering, and Land Surveying Northeast, PLLC  
10 -12 City Hall Place, Plattsburgh, NY 12901

Town of Westport  
Sewer District #1  
Collection System I  
Congress & Liberty Street Service Area Investigations

# Location Map





Town of Westport  
Sewer District #1  
Collection System I  
Congress & Liberty Street Service Area Investigations

## Manhole Inspections

A representative number of manholes were inspected in this service area. The manholes installed in 2007 are in good condition structurally, but leak. There is significant staining on most of the manholes. Attempts to fill the joints, either during construction or after appears to have limited success in stopping leaks.

## New MH 9



This is a new manhole, replaced in 2007. This manhole leaks, as evidenced by the staining on the walls and bench walls.

It appears that the manholes leak both from under the frame and cover and through the poorly sealed joints.



## New MH 12



This manhole receives flow from Stevenson road and from Liberty street, as well as flow from south Main Street up to manhole 38.

From this manhole, all flow goes into manhole 27 which collects from all of the system south of it to send to the plant.

Most of the infiltration enters through cracks around the rim and from the seams of the precast concrete.

As shown in the exterior pictures, this manhole is found in the sidewalk and is at grade.

Similar to a lot of the other manholes in this system, there is a lack of sealing with the seams of the precast concrete. It is recommended to have the seams sealed and then inspected annually to check they are holding.





Town of Westport  
Sewer District #1  
Collection System I  
Congress & Liberty Street Service Area Investigations

## Sewer Main Inspections

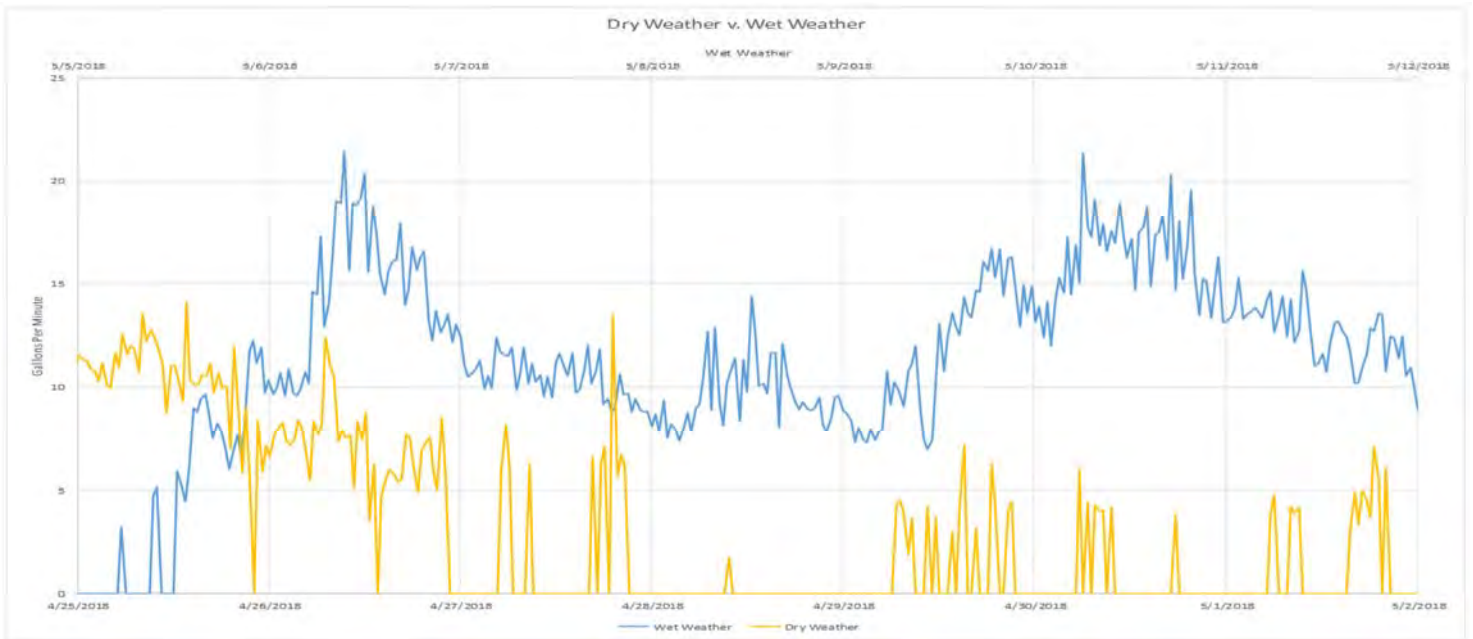
Many of the sewer mains in this section were replaced in 2007. those that remain are of unknown condition and type, however due to the limited I&I influence from this area are expected to be in relatively good condition.



Town of Westport  
Sewer District #1  
Collection System I  
Congress & Liberty Street Service Area Investigations

## Flow Monitoring

Flow monitoring was performed in new MH 12. The majority of this service area is either new or appears to be PVC and is not expected to leak heavily. The manholes inspected do appear to contribute at least some I&I. It is noted that there is a separate storm sewer main in this area. It is suspected that the slight increase in flow in this area occurs from laterals, and specifically the golf course lateral. This assumption is made based on the location and length of this lateral. This graph shows the difference between dry weather and wet weather flows.





Town of Westport  
Sewer District #1  
Collection System I  
Congress & Liberty Street Service Area Investigations

## Recommendations

### Manholes:

The majority of manholes in this service area should be repaired or replaced. Those manholes that only exhibit leakage can be repaired and lined with high strength grout or replaced. Manholes that exhibit structural deterioration due to sulfide attack should be replaced. A final inspection during design can provide final recommendations. It is possible that some manholes may not need any work.

### Sewer Mains:

No work is expected for the sewer mains.

### Laterals:

There is some I&I in the system. Manholes leaking do not account for all of the water volume. It is suspected that leaking laterals are the main culprit. One possible lateral is that for the golf course. As this lateral pipe may need to be upgraded to a main for the proposed hotel project, it is recommended that this lateral be inspected and repaired/replaced as necessary.



# APPENDIX J

## HARRIS LANE SERVICE AREA

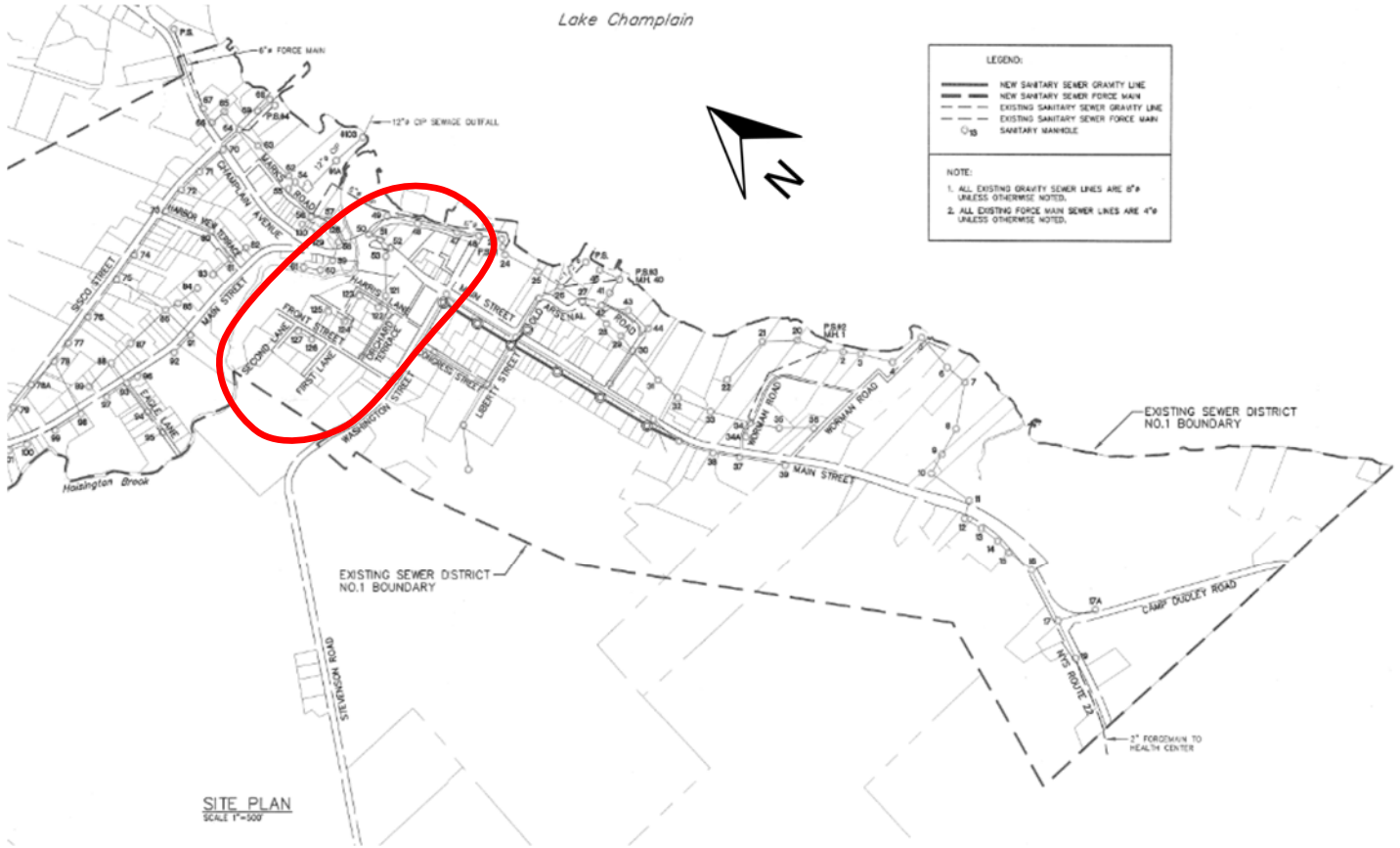


Architecture, Engineering, and Land Surveying Northeast, PLLC  
10 -12 City Hall Place, Plattsburgh, NY 12901

# Town of Westport Sewer District #1 Collection System J Harris Lane Service Area Investigations

## Location Map

The Harris Lane Service Area includes sewer mains on Harris Lane, Fist Lane, Second Lane, Front Street, Orchard Terrace, and Washington Street. The mains on Second Lane and Front Street were installed in 1968. The remaining pipes are pre 1968.

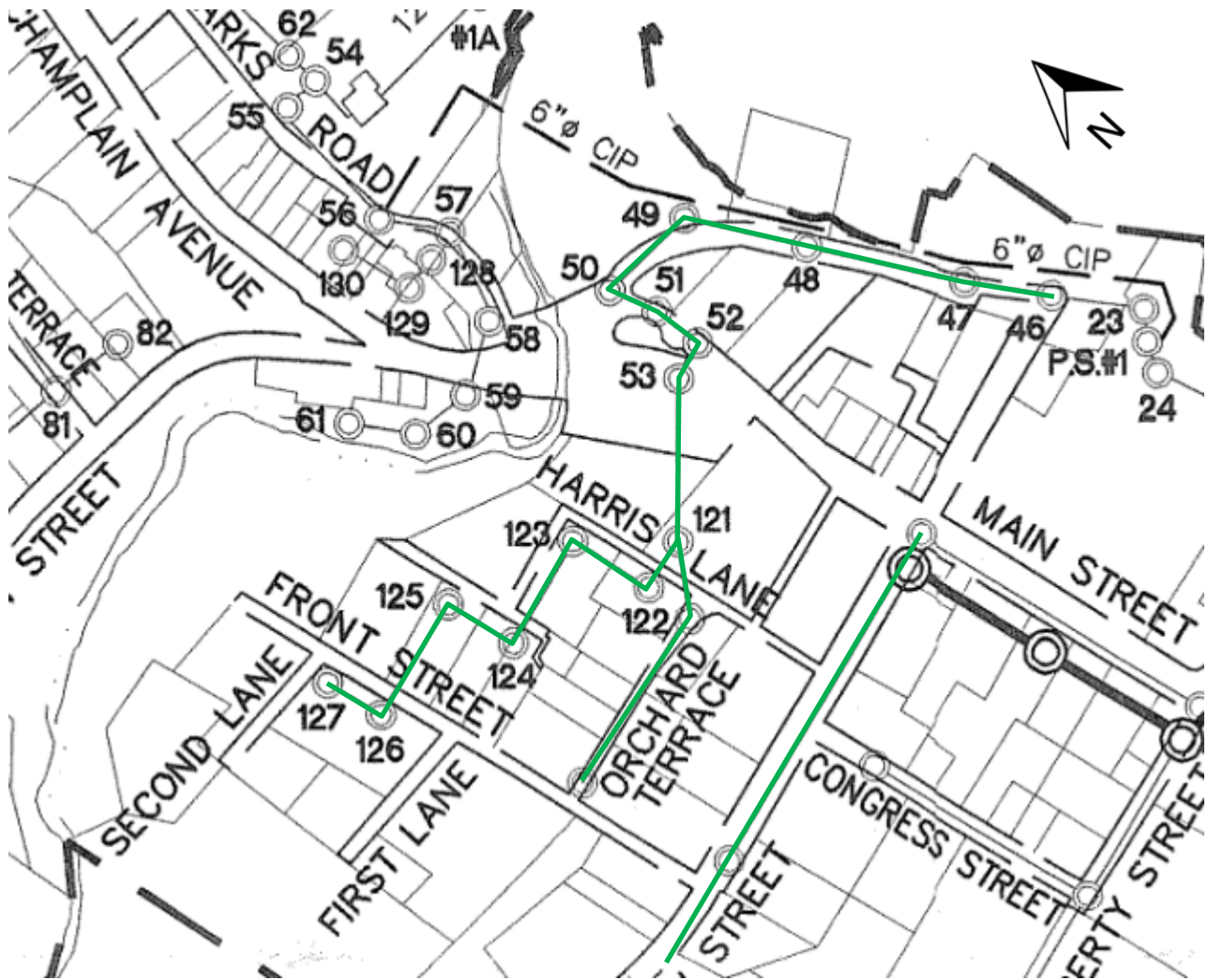




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10 -12 City Hall Place, Plattsburgh, NY 12901

Town of Westport  
Sewer District #1  
Collection System J  
Harris Lane Service Area Investigations

Location Map





Town of Westport  
Sewer District #1  
Collection System J  
Harris Lane Service Area Investigations

## Manhole Inspections

A limited, but representative number of manholes were inspected in this service area. It is expected that manholes installed in 1968 are a source of I&I based on observations in other areas, although manholes in this section appear to be in better condition than in other areas. What is more problematic, is that on several streets, particularly Washington Street there are few to no manholes. This makes inspection of the sewer mains nearly impossible.

Town of Westport  
Sewer District #1  
Collection System J  
Harris Lane Service Area Investigations

## MH 122



This manhole receives most of its flow from the western half of the Harris Land Service Area. The streets included in the flow are First Lane, Second Lane, Front Street and Harris Lane. The flow then is combined with the remaining flow from the Harris Lane Service Area.

There is evidence along the walls of the manhole that there is infiltration. There are numerous paths on the walls that are from water entering the manhole. Further below there is evidence of water staining the bottom half of the manhole walls.

The trough and bench walls are both in overall good condition. The bench walls do have evidence of infiltration as they appear to be wet. Due to the staining on the manhole wall, this is infiltration and not the pipes surcharging. The concrete seals around the pipe openings are in good condition as well and do not appear to be deteriorating.



## MH 126

This manhole receives flow from all of the manholes and services near Orchard terrace and Front Street. From this manhole, all flow goes towards manhole 47 near the Marina and then to the plant.

Most of the infiltration enters through cracks around the rim and from the seams in the precast concrete.



Similar to a lot of the other manholes in this system, there is a lack of sealing with the seams of the precast concrete.

## MH 126-1



This manhole receives its flow from a lateral and larger pipe. It exits from the bottom of the manhole at what appears to be channelized flow, but no pipe present. It flows into Manhole 126-2. Neither of these manholes are listed on the original plans. Manhole 126-1 is at grade and is located on Front Street.

There is a trough on this manhole, however it is in extremely poor condition. The large pipe could potentially be part of the system making this a drop manhole. This is unlikely though because there does not appear to be any slope issues.

This manhole is made entirely out of brick. The mortar between the bricks is deteriorating. There does not seem to be any evidence of water infiltration from the side, however the area where the pipe was installed could be extremely problematic. Large portions of missing bricks surround the pipe. There is also deteriorating mortar around the pipe as well.



## MH 126-2



This manhole is not shown on the original plans. It is located on Front Street after another manhole also not shown on the plans. It is unknown where the sewer main continues out of this manhole. Flow comes in from the pipe on the left, and exits through the pipe on the right. The manhole is at grade.

As shown in the picture to the right, there is visual evidence of leakage from the joint between the rim and the wall of the manhole. The dark streaks are water stains that indicate that this is not a recent problem, it has been occurring for awhile. The streaks begin right after the rim and over a spot where the sealant appears to have worn away.



There also is evidence of infiltration from the joint located in the middle of the manhole walls as well. The trough and the bench walls appear to be starting to crumble. The left pipe is improperly sealed as well. The concrete around the pipe is very deteriorated and needs to be resealed.





Town of Westport  
Sewer District #1  
Collection System J  
Harris Lane Service Area Investigations

## Sewer Main Inspections

A complete internal video inspection of the sewer mains is outside of the scope of this report. However, limited, representative videos were taken of the 1968 era VCT pipe. In general the pipes are expected to be structurally sound with good slope. All pipes are minimum of 8" and meet minimum sizing requirements. It is expected that the pipes leak to some degree, either through cracks or more likely leaking joints. In general, slopes appear to be adequate and meet minimum design requirements. The majority of the pipe in this section are pre 1968. These pipes are not expected to be in good condition. The many of the pipes are inaccessible. The main from MH 121 to MH 53 is in a poor location, crossing through private property before crossing RT 9N/22. Although the property is generally open field, the main is difficult to access due to the slope.

Additional Items of Note:

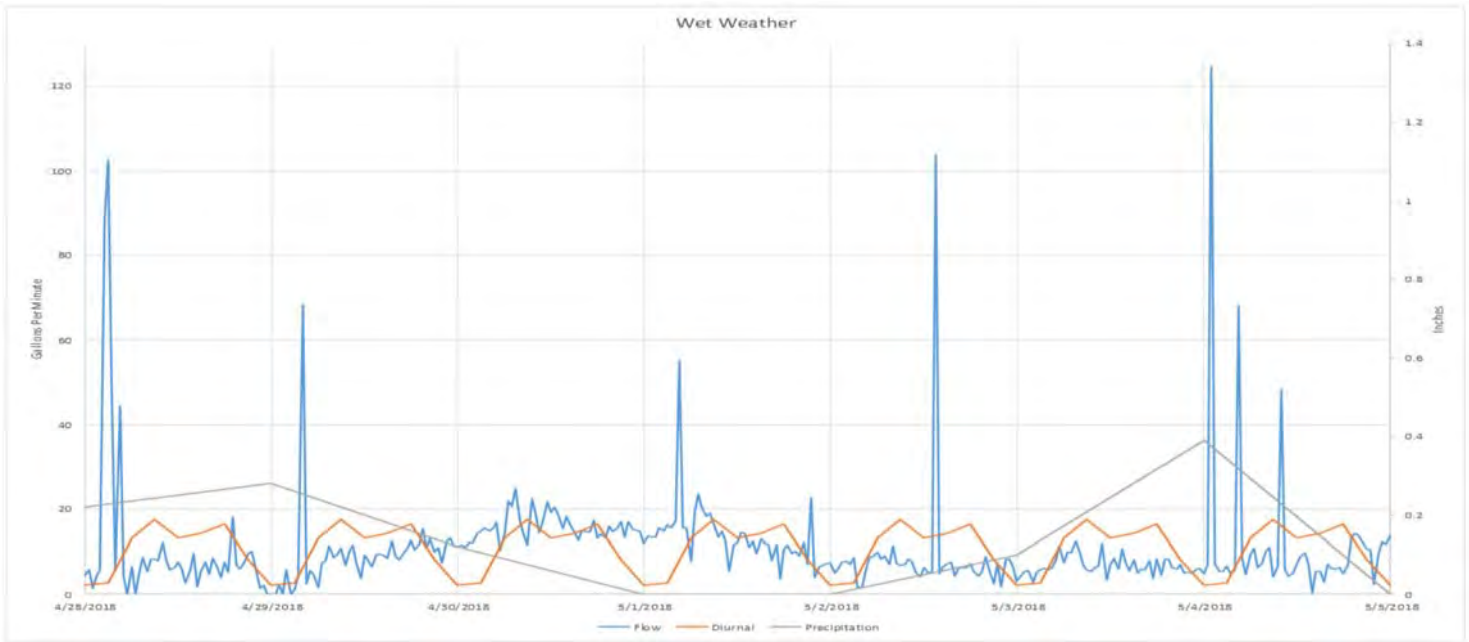
- A number of pipes and suspected leaking laterals were noted in this section. These may require repair, or replacement.



Town of Westport  
Sewer District #1  
Collection System J  
Harris Lane Service Area Investigations

## Flow Monitoring

Flow monitoring was performed in 2018 at MH 46. MH 46 takes flow from the Harris Lane Service Area and portions of Mill Street. The flow monitoring showed some influence from I&I, but very small relative to the rest of the system. This map shows the properties connected to MH 46. The orange line is the diurnal flow pattern for the expected average day flows. The wet weather flows are not much higher than this flow, although slightly elevated from the actual base flow. The spikes are expected to be backups from the Marina Pump Station not keeping up with flows.





Town of Westport  
Sewer District #1  
Collection System J  
Harris Lane Service Area Investigations

## Recommendations

### Manholes:

The manholes in this service area from 1968 should be repaired or replaced. Those manholes that only exhibit leakage can be repaired and lined with high strength grout or replaced. Manholes that exhibit structural deterioration due to sulfide attack should be replaced. A final inspection during design can provide final recommendations. It is possible that some manholes may not need any work. Manholes (where they exist) on pre-1968 pipes should be replaced in conjunction with sewer main replacements.

### Sewer Mains:

Although it is possible that the pre 1968 pipe leaks, the results of the I&I study show minimal influence from I&I in this service area. Therefore it is likely most of the I&I is coming from manholes or the pre 1968 pipe. The pre 1968 sewer mains should be replaced. The sewer mains in private yards, particularly from MH 121 to MH 53, should be relocated out to road right of ways.

### Laterals:

It is assumed that the majority of laterals in the section are pre-1968 and require replacement or repair. Additional investigation during preliminary design should identify which laterals require replacement or rehabilitation.

### Other:

Manholes, main lines, and lateral pipes that are no longer in service should be properly abandoned and disconnected from the collection system.

# APPENDIX K

## APA CORRESPONDENCE



**Adirondack  
Park Agency**

**KAREN FELDMAN**  
Acting Chair

**TERRY MARTINO**  
Executive Director



August 23, 2018

Dear Interested Party:

RE: Map Amendment 2018-02

The Adirondack Park Agency has received an application for an amendment to the Official Adirondack Park Land Use and Development Plan Map from the Town of Westport and a private landowner. The requested amendment would reclassify approximately 29 acres from Resource Management to Hamlet.

Enclosed are a map of the requested map amendment area and a description of the land classifications and map amendment process. Adirondack Park Agency staff is conducting a thorough assessment of the land under consideration for this map amendment. There will be additional opportunities to comment on this proposed map amendment in the future, but if you have any preliminary comments on this request, I would appreciate receiving them by September 7, 2018. Please contact me if you have any questions regarding this matter.

Sincerely,

Matthew S. Kendall  
Environmental Program Specialist  
(Natural Resources)

# Map Amendment 2018-02

Town of Westport, Essex County

This proposed map amendment would reclassify approximately 29 acres from Resource Management to Hamlet

## Legend



Proposed Map Amendment Area

## Land Use Area Classifications



Hamlet



Moderate Intensity



Low Intensity



Rural Use

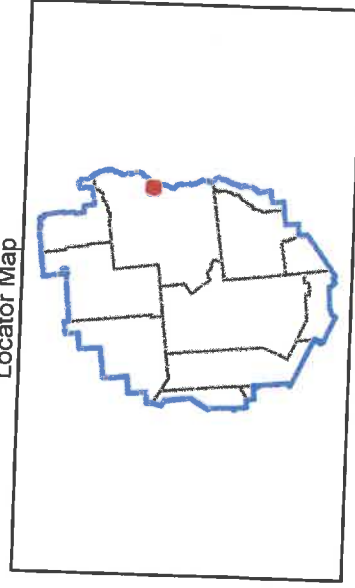


Resource Management



(State Land) Intensive Use

Locator Map



Land use area boundaries are defined by their legal description. Land use area boundaries shown on this map are approximate and should not be used for determining jurisdiction. Call (518) 891-4050

msk  
8/23/2018

NEW YORK  
STATE OF  
OPPORTUNITY.  
Adirondack  
Park Agency

WESTPORT

Lake Champlain

Proposed Map Amendment 2018-02  
Resource Management to Hamlet; 29 +/- acres





## Adirondack Park Agency

**KAREN FELDMAN**  
Acting Chair

**TERRY MARTINO**  
Executive Director

### Description of the Map Amendment Process

Private lands within the Adirondack Park have been assigned land use area classifications which guide future new land use and development. These classifications (including Hamlet, Moderate Intensity Use, Low Intensity Use, Rural Use, Resource Management and Industrial Use) are shown on the Official Adirondack Park Land Use and Development Plan Map.

From time to time, changes are proposed in the existing map classification; that is, a map amendment is proposed. The Adirondack Park Agency Act sets forth criteria by which the changes are evaluated and put into effect. Basically, proposed changes must satisfy the character description, purposes, policies and objectives established for the land use area type to which the change is proposed. These character descriptions and purposes, policies and objectives are, in part, given on the reverse side of this sheet.

Generally, the determinants used by the Agency involve:

- (1) Existing land uses and public infrastructure and facilities;
- (2) Physical characteristics of the land in terms of development capabilities and limitations;
- (3) Biological characteristics of the land in terms of development impacts;
- (4) The statutory requirement for preserving the open space character of the Park;
- (5) Public considerations such as proximity to State Wilderness, Primitive or Canoe areas, to rivers now designated or under study in connection with the New York State Wild, Scenic, and Recreational Rivers System, to scenic vistas or to sparsely developed public travel corridors.

As map amendments are being considered by the Agency, public input is encouraged in a number of ways. At the time an application is received, notification is sent to representatives of affected local governments requesting their comments. Public hearings, held prior to the change taking effect, are usually required; when a date is set for the hearing, notification is sent to adjoining and affected landowners, local and regional government officials and other persons identified to receive notice. Comments or statements, which need to be related to the statutory determinants for map amendment, received from these people, either prior to or at the public hearing, constitute part of the information the Agency will use to determine whether or not to make the map amendment.

Technical amendments correcting mapping errors in the regional Adirondack Park Land Use and Development Plan Map may be made by the Agency without public hearing. In these cases, it is Agency practice to contact local government officials and affected landowners to notify them of the proposed changes and solicit comments.

## Land Use Area Descriptions

### **HAMLET**

*Character description:* Hamlet areas, delineated in brown on the plan map, range from large, varied communities that contain a sizeable permanent, seasonal and transient population with a great diversity of residential, commercial, tourist and industrial development and a high level of public services and facilities, to smaller, less varied communities with a lesser degree and diversity of development and a generally lower level of public services and facilities.

*Purposes, policies and objectives:* Hamlet areas will serve as the service and growth centers in the park. They are intended to accommodate a large portion of the necessary and natural expansion of the park's housing, commercial and industrial activities. In these areas, a wide variety of housing, commercial, recreational, social and professional needs of the park's permanent, seasonal and transient populations will be met. The building intensities that may occur in such areas will allow a high and desirable level of public and institutional services to be economically feasible. Because a hamlet is concentrated in character and located in areas where existing development patterns indicate the demand for and viability of service, and growth centers, these areas will discourage the haphazard location and dispersion of intense building development in the park's open space areas. These areas will continue to provide services to park residents and visitors and, in conjunction with other land use areas and activities on both private and public land, will provide a diversity of land uses that will satisfy the needs of a wide variety of people.

The delineation of hamlet areas on the plan map is designed to provide reasonable expansion areas for the existing hamlets, where the surrounding resources permit such expansion. Local government should take the initiative in suggesting appropriate expansions of the presently delineated hamlet boundaries, both prior to and at the time of enactment of local land use programs.

### **MODERATE INTENSITY USE**

*Character description:* Moderate Intensity Use areas, delineated in red on the plan map are those areas where the capability of the natural resources and the anticipated need for future development indicate that relatively intense development, primarily residential in character, is possible, desirable and suitable.

These areas are primarily located near or adjacent to hamlets to provide for residential expansion. They are also located along highways or accessible shorelines where existing development has established the character of the area.

Those areas identified as moderate intensity use where relatively intense development does not already exist are generally characterized by deep soils on moderate slopes and are readily accessible to existing hamlets.

*Purposes, policies and objectives:* Moderate intensity use areas will provide for development opportunities in areas where development significantly harm the relatively tolerant physical and resources. These areas are designed to provide for expansion and growth and accommodate uses related to

residential uses in the vicinity of hamlets where community services can most readily and economically be provided. Such growth and the services related to it will generally be at less intense levels than in hamlet areas.

### **LOW INTENSITY USE**

*Character description:* Low intensity use areas, delineated in orange on the plan map, are those readily accessible areas, normally within reasonable proximity to a hamlet, where the physical and biological resources are fairly tolerant and can withstand development at an intensity somewhat lower than found in hamlets and moderate intensity use areas. While these areas often exhibit wide variability in the land's capability to support development, they are generally areas with fairly deep soils, moderate slopes and no large acreage of critical biological importance. Where these areas are adjacent to or near hamlets, clustering homes on the most developable portions of these areas makes possible a relatively high level of residential units and local services.

*Purposes, policies and objectives:* The purpose of low intensity use areas is to provide for development opportunities at levels that will protect the physical and biological resources, while still providing for orderly growth and development in the park. It is anticipated that these areas will primarily be used to provide housing development opportunities not only for park residents but also for the growing seasonal home market. In addition, services and uses related to residential uses may be located at a lower intensity than in hamlets or moderate intensity use areas.

### **RURAL USE**

*Character description:* Rural use areas, delineated in yellow on the plan map, are those areas where natural resource limitations and public considerations necessitate fairly stringent development constraints. These areas are characterized by substantial acreages of one or more of the following: fairly shallow soils, relatively severe slopes, significant ecotones, critical wildlife habitats, proximity to scenic vistas or key public lands. In addition, these areas are frequently remote from existing hamlet areas or are not readily accessible.

Consequently, these areas are characterized by a low level of development and a variety of rural uses that are generally compatible with the protection of the relatively intolerant natural resources and the preservation of open space. These areas and the resource management areas provide the essential open space atmosphere that characterizes the park.

*Purposes, policies and objectives:* The basic purpose and objective of rural use areas is to provide for and encourage those rural land uses that are consistent and compatible with the relatively low tolerance of the areas' natural resources and the preservation of the open spaces that are essential and basic to the unique character of the park. Another objective of rural use areas is to prevent strip development along major travel corridors in order to enhance the aesthetic and economic benefit derived from a park atmosphere along these corridors.

Residential development and related development and uses should occur on large lots or in relatively small clusters on carefully selected and well designed sites. This will provide for further diversity in

residential and related development opportunities in the park.

### **RESOURCE MANAGEMENT**

*Character description:* Resource management areas, delineated in green on the plan map, are those lands where the need to protect, manage and enhance forest, agricultural, recreational and open space resources is of paramount importance because of overriding natural resource and public considerations. Open space uses, including forest management, agriculture and recreational activities, are found throughout these areas.

Many resource management areas are characterized by substantial acreages of one or more of the following: shallow soils, severe slopes, elevations of over twenty-five hundred feet, flood plains, proximity to designated or proposed wild or scenic rivers, wetlands, critical wildlife habitats or habitats of rare and endangered plant and animal species.

Other resource management areas include extensive tracts under active forest management that are vital to the wood using industry and necessary to insure its raw material needs.

Important and viable agricultural areas are included in resource management areas, with many farms exhibiting a high level of capital investment for agricultural buildings and equipment. These agricultural areas are of considerable economic importance to segments of the park and provide for a type of open space which is compatible with the park's character.

*Purposes, policies and objectives:* The basic purpose and objective of resource management areas are to protect the delicate physical and biological resources, encourage proper and economic management of forest, agricultural and recreational resources and preserve the open spaces that are essential and basic to the unique character of the park. Another objective of the area is to prevent strip development along major travel corridors in order to enhance the aesthetics and economic benefits derived from a park atmosphere along these corridors.

Finally, resource management areas will allow for residential development on substantial acreages or in small clusters on carefully selected and well designed sites.

### **INDUSTRIAL USE**

*Character description:* Industrial use areas, delineated in purple on the plan map include those areas that are substantial in size and located outside of hamlet areas and are areas (1) where existing land uses are predominantly of an industrial or mineral extraction nature or (2) identified by local and state officials as having potential for new industrial development.

*Purposes, policies and objectives:* Industrial use areas will encourage the continued operation or major existing industrial and mineral extraction uses important to the economy of the Adirondack region and will provide suitable location for new industrial and mineral extraction activities that may contribute to the economic growth of the park without detracting from its character. Land uses that might conflict with existing or potential industrial or mineral extraction uses are discouraged in industrial use areas.



# APPENDIX L

## Sewer District Financial Information

**Sewer District One**

Sewer Budgets	<u>See Attached</u>
User Charges	<u>*270.00 per unit</u>
Debt payment	*** <u>See Attached</u>
	459.5 units
# of Users	<u>400 Accounts</u>
Reserve Funds	<u>\$99,858.00</u>

\*Sewer One bond payment  
 Is partially funded by Advelorum  
 Property tax rate of 0.391320/  
 \$1000 of assessed value.

\*\*\* Sewer One Bond issued 9-25-2008 Matures 5-11-2038

Original Issue-- \$3,008,758.00  
 Balance 2017 \$2,157,302.00 paid during year \$88,054.00

- See attached amortization schedule

Sewer One Bond \$3,008,758 Original Issue no interest

04-30-2015	85,386
04-30-2016	86,720
04-30-2017	88,054
04-30-2018	89,388
04-30-2019	90,722
04-30-2020	92,056
04-30-2021	93,390
04-30-2022	94,725
04-30-2023	96,058
04-30-2024	97,392
04-30-2025	93,726
04-30-2026	100,060
04-30-2027	101,394
04-30-2028	102,728
04-30-2029	104,063
04-30-2030	105,397
04-30-2031	106,731
04-30-2032	108,065
04-30-2033	109,399
04-30-2034	110,733
04-30-2035	112,067
04-30-2036	113,402
04-30-2037	114,736
04-30-2038	116,070

<b>Sewer One LedgerNumber</b>	<b>BudgetYTD</b>	<b>2017 Spent/ EarnedYTD</b>	<b>Balance</b>		<b>Final 2018</b>
<b>SEWER ONE SS1 APPROPRIATION ACCOUNT</b>					
1990.4 - Contingency Account	3,000.00	0.00	3,000.00	100.00%	3000
8110.1 - Administration PS	800.00	395.12	404.88	50.61%	800
8110.4 - Administration CE	500.00	506.22	(6.22)	-1.24%	500
8120.2 - Equipment and Capital Outlay	25,000.00	1,160.50	23,839.50	95.36%	25000
8120.4 - Sanitary Sewers CE	40,000.00	19,773.61	20,226.39	50.57%	40000
8120.4 - Sanitary Sewers CE Training	500.00	0.00	500.00	100.00%	500
8130.1 - Treatment/Disposal PS	25,750.00	20,330.39	5,419.61	21.05%	25750
8130.2 - Building and Truck Expenses	1,000.00	147.65	852.35	85.24%	1000
8130.4 - Treatment/Disposal CE Engineering	1,750.00	0.00	1,750.00	100.00%	1750
8130.4 - Treatment/Disposal CE	5,000.00	1,614.73	3,385.27	67.71%	5000
9030.8 - Social Security (Town Share)	3,000.00	1,690.63	1,309.37	43.65%	3000
9060.8 - Medical Insurance (Town Share)	7,500.00	5,496.56	2,003.44	26.71%	8400
9710.6 - Debt Service on Bond EC Bond Principal	88,054.00	88,054.00	0.00	0.00%	89388
<b>Total</b>	<b>201,854.00</b>	<b>139,169.41</b>	<b>62,684.59</b>		<b>204088</b>
<b>SEWER ONE SS1 REVENUE ACCOUNT</b>					
<b>Sewer One LedgerNumber</b>	<b>BudgetYTD</b>	<b>2017 Spent/ EarnedYTD</b>	<b>Balance</b>		<b>Final 2018</b>
1001 - Real Property Tax	30,000.00	30,000.00	0.00	0.00%	30000
2120 - Sewer Rents	130,000.00	107,107.90	22,892.10	17.61%	130000
2128 - Penalties on late sewer rents	1,000.00	1,263.41	(263.41)	-26.34%	1000
2401 - Interest & Earnings	500.00	543.07	(43.07)	-8.61%	500
2770 - Unclassified Revenues	500.00	722.20	(222.20)	-44.44%	500
9100 - Unreserved Funds Appropriated	39,854.00	0.00	39,854.00	100.00%	42088
<b>Total</b>	<b>201,854.00</b>	<b>139,636.58</b>	<b>62,217.42</b>		<b>204088</b>

# APPENDIX M

## Engineering Report Certification

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

### Engineering Report Certification

#### To Be Provided by the Professional Engineer Preparing the Report

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

Town of Westport Sewer District # Collection System

Title of Engineering Report: Evaluation

Date of Report: December 31, 2018

Professional Engineer's Name: Gregory Swart, PE

Signature: *Gregory Swart*

Date: December 15, 2018

# APPENDIX N

## Smart Growth Assessment Form

## Smart Growth Assessment Form

This form should be completed by the applicant's project engineer or other design professional.<sup>1</sup>

### Applicant Information

Applicant: Town of Westport

Project No.: 4524

Project Name: SD #1 Collection System I&I Reduction

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)

Replacement and Rehab of existng systems to reduce I&I.  
Project serves sewer district #1 in the Hamlet of Westport

### Section 1 – Screening Questions

#### 1. Prior Approvals

1A. Has the project been previously approved for EFC financial assistance?  Yes  No

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

<sup>1</sup> If project construction is complete and the project was not previously financed through EFC, an authorized municipal representative may complete and sign this assessment.

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?  Yes  No  
If not, please attach.

**Section 2 – Additional Information Needed for Relevant Smart Growth Criteria**

EFC has determined that the following smart growth criteria are relevant for EFC-funded 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 No
  - ii. A central business district Yes No
  - iii. A main street Yes No
  - iv. A downtown area Yes No
  - v. A Brownfield Opportunity Area Yes No  
(for more information, go to [www.dos.ny.gov](http://www.dos.ny.gov) & search "Brownfield")
  - vi. A downtown area of a Local Waterfront Revitalization Program Area Yes No  
(for more information, go to [www.dos.ny.gov](http://www.dos.ny.gov) and search "Waterfront Revitalization")
  - vii. An area of transit-oriented development Yes No
  - viii. An Environmental Justice Area Yes No  
(for more information, go to [www.dec.ny.gov/public/899.html](http://www.dec.ny.gov/public/899.html))
  - ix. A Hardship/Poverty Area Yes No  
*Note: Projects that primarily serve census tracts and block numbering areas with a poverty rate of at least twenty percent according to the latest census data*

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: <b>Town of Westport</b>	Phone Number: <b>518-962-4419</b>
(Name & Title of Project Engineer or Design Professional or Authorized Municipal Representative)	
<b>Gregory Swart</b> (Signature)	Digitally signed by Gregory Swart Date: 2019.01.03 10:52:03 -05'00' <b>12/31/18</b> (Date)

## APPENDIX C: REFERENCES

**CERTIFICATION OF EXPERIENCE**

I, \_\_\_\_\_ HEREBY CERTIFY THAT (COMPANY \_\_\_\_\_  
\_\_\_\_\_ HAS PERFORMED THE FOLLOWING WORK WITHING THE LAST  
THREE YEARS **UNLESS SPECIFIED DIFFERENTLY IN THE SPECIFICATION:**

NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

-----  
NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

-----  
NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

-----  
NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

-----  
NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

-----  
NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

## **APPENDIX D: CONFLICT OF INTEREST STATEMENT**

## APPENDIX D: CONFLICT OF INTEREST STATEMENT

\_\_\_\_\_ (“Respondent”)

### Conflict of Interest Statement

The owner(s), corporate members or employees of [Respondent], shall derive any personal profit or gain, directly or indirectly, by reason of his or her participation with the [the Town of Lewis]. Each individual shall disclose to the [the Town of Lewis] any personal interest or direct relationship which he or she may have and shall refrain from participation in any decision making in related manners.

Any owner, corporate member or employee of [Respondent] who is an officer, board member, a committee member or staff member of a related organization shall identify his or her affiliation with such agency or agencies; further, in connection with any policy committee or board action specifically associated with [the Town of Lewis], he/she shall not participate in the decision affecting that entity and the decision must be made and/or ratified by the full board. At this time, I am a Board member, a committee member, or an employee of the following organizations/companies:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Now this is to certify that I, except as described below, am not now nor at any time during the past year have been:  
1) A participant, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other party; doing business with the [the Town of Lewis] which has resulted or could result in person benefit to me.

2) A recipient, directly or indirectly, of any salary payments or loans or gifts of any kind or any free service or discounts or other fees from or on behalf of any person or organization engaged in any transaction with the [the Town].

Any exceptions to 1 or 2 above are stated below with a full description of the transactions and of the interest, whether direct or indirect, which I have (or have had during the past year) in the persons or organizations having transactions with the [the Town of Lewis].

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Respondent:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

## **APPENDIX E: CERTIFICATE OF AUTHORITY**

**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_  
(Officer other than officer executing proposal documents)

certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Name of Contractor)

\_\_\_\_\_ a corporation, duly organized and in good standing under the

\_\_\_\_\_ (Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that \_\_\_\_\_  
(Person executing proposal documents)

who signed said agreement on behalf of the Contractor was, at the time of execution,

\_\_\_\_\_ of the Contractor; that said agreement was duly signed for  
(Title of such person)

and in behalf of said Contractor by authority of its Board of Directors, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
Signature

Corporate Seal

STATE OF NEW YORK ) SS.:  
COUNTY OF ESSEX )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ to me known, and known to me to be the \_\_\_\_\_

(Title) of \_\_\_\_\_ the corporation described in

and which executed the above certificate, who being by me duly sworn did depose and say that he, the said \_\_\_\_\_  
\_\_\_\_\_ resides at \_\_\_\_\_, and that he is \_\_\_\_\_

\_\_\_\_\_ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the above certificate is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

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

**APPENDIX F: VENDOR RESPONSIBILITY QUESTIONNAIRE**



**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

**COMPLETION & CERTIFICATION**

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

**NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)**

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us) or call 866-370-4672.

**DEFINITIONS**

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at [www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf](http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf). These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

**RESPONSES**

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

**REPORTING ENTITY**

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

**ASSOCIATED ENTITY**

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does not include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

**STRUCTURE OF THE QUESTIONNAIRE**

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

<b>I. LEGAL BUSINESS ENTITY INFORMATION</b>			
<u>Legal Business Entity Name*</u>		<u>EIN</u>	
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>	
		Telephone ext.	Fax
Email		Website	
Additional <u>Legal Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
1.0 <u>Legal Business Entity</u> Type – Check appropriate box and provide additional information:			
<input type="checkbox"/> <u>Corporation</u> (including <u>PC</u> )		Date of Incorporation	
<input type="checkbox"/> <u>Limited Liability Company</u> ( <u>LLC</u> or <u>PLLC</u> )		Date of Organization	
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u> )		Date of Registration or Establishment	
<input type="checkbox"/> <u>Sole Proprietor</u>		How many years in business?	
<input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No,' indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.			
<input type="checkbox"/> United States State _____			
<input type="checkbox"/> Other Country _____			
Explain, if not available:			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide <u>CIK Code</u> or Ticker Symbol			
1.3 Does the <u>Legal Business Entity</u> have a <u>DUNS</u> Number?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," Enter <u>DUNS</u> Number			

\*All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at [www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf](http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf).

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

<b>I. LEGAL BUSINESS ENTITY INFORMATION</b>		
1.4 If the <u>Legal Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Legal Business Entity</u> maintain an office in New York State? (Select "N/A," if <u>Principal Place of Business</u> is in New York State.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No  <input type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.		
1.5 Is the <u>Legal Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise (MBE)</u> , <u>Women-Owned Business Enterprise (WBE)</u> , <u>New York State Small Business (SB)</u> or a federally certified <u>Disadvantaged Business Enterprise (DBE)</u> ? If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise (MBE)</u> <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise (WBE)</u> <input type="checkbox"/> <u>New York State Small Business (SB)</u> <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise (DBE)</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1.6 Identify <u>Officials</u> and <u>Principal Owners</u> , if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.		
Name	Title	Percentage Ownership <i>(Enter 0% if not applicable)</i>

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

<b>II. REPORTING ENTITY INFORMATION</b>	
<p>2.0 The <u>Reporting Entity</u> for this questionnaire is:</p> <p>Note: Select only one.</p> <p><input type="checkbox"/> <u>Legal Business Entity</u></p> <p><i>Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)</i></p> <p><input type="checkbox"/> <u>Organizational Unit within and operating under the authority of the Legal Business Entity</u></p> <p>SEE DEFINITIONS OF "<u>REPORTING ENTITY</u>" AND "<u>ORGANIZATIONAL UNIT</u>" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.</p> <p><i>Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)</i></p>	
<b>IDENTIFYING INFORMATION</b>	
a) <u>Reporting Entity</u> Name	
Address of the <u>Primary Place of Business</u> (street, city, state, zip code)	Telephone  ext.
b) Describe the relationship of the <u>Reporting Entity</u> to the <u>Legal Business Entity</u>	
c) Attach an <u>organizational chart</u>	
d) Does the Reporting Entity have a <u>DUNS</u> Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," enter <u>DUNS</u> Number	
e) Identify the designated manager(s) responsible for the business of the <u>Reporting Entity</u> . <i>For each person, include name and title. Attach additional pages if necessary.</i>	
Name	Title

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**INSTRUCTIONS FOR SECTIONS III THROUGH VII**

For each "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each "Other," provide an explanation which provides the basis for not definitively responding "Yes" or "No." Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

<b>III. LEADERSHIP INTEGRITY</b>	
<i>Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:</i>	
3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.1 <u>Suspended, debarred, or disqualified</u> from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
For each "Yes" or "Other" explain:	

<b>IV. INTEGRITY – CONTRACT BIDDING</b>	
<i>Within the past five (5) years, has the reporting entity:</i>	
4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarment</u> for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain:	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

<b>V. INTEGRITY – CONTRACT AWARD</b>	
<i>Within the past five (5) years, has the reporting entity:</i>	
5.0 Been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes,” explain:	

<b>VI. CERTIFICATIONS/LICENSES</b>	
<i>Within the past five (5) years, has the reporting entity:</i>	
6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes,” explain:	

<b>VII. LEGAL PROCEEDINGS</b>	
<i>Within the past five (5) years, has the reporting entity:</i>	
7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious or willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes,” explain:	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

<b>VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY</b>	
<b>8.0</b> Within the past five (5) years, has the <u>Reporting Entity</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>8.1</b> Within the past five (5) years, has the <u>Reporting Entity</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>8.2</b> Within the past five (5) years, have any <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>8.3</b> In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
<b>8.4</b> During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal</u> , state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
<b>8.5</b> During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>8.6</b> During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s)</u> completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
a) If "Yes," did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any <u>material disallowance</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

<b>IX. ASSOCIATED ENTITIES</b>	
<i>This section pertains to any entity(ies) that either controls or is controlled by the reporting entity. (See definition of "associated entity" for additional information to complete this section.)</i>	
9.0 Does the <u>Reporting Entity</u> have any <u>Associated Entities</u> ? Note: All questions in this section must be answered if the <u>Reporting Entity</u> is either: - An <u>Organizational Unit</u> ; or - The entire <u>Legal Business Entity</u> which controls, or is controlled by, any other entity(ies). If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.1 Within the past five (5) years, has any <u>Associated Entity Official</u> or <u>Principal Owner</u> been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the <u>Associated Entity</u> , his/her relationship to the <u>Reporting Entity</u> , relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
9.2 Does any <u>Associated Entity</u> have any currently undischarged <u>federal</u> , New York State, New York City or New York local government <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$50,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), identify the <u>Associated Entity's</u> name(s), <u>EIN(s)</u> , primary business activity, relationship to the <u>Reporting Entity</u> , relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 Within the past five (5) years, has any <u>Associated Entity</u> :	
a) Been <u>disqualified, suspended</u> or <u>debarred</u> from any <u>federal</u> , New York State, New York City or other New York local <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Been <u>suspended, cancelled</u> or <u>terminated for cause</u> (including for <u>non-responsibility</u> ) on any <u>federal</u> , New York State, New York City or New York local <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) Been the subject of an <u>investigation</u> , whether open or closed, by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> for a civil or criminal violation with a penalty in excess of \$500,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) Been the subject of an indictment, grant of immunity, <u>judgment</u> , or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," provide an explanation of the issue(s), identify the <u>Associated Entity's</u> name(s), <u>EIN(s)</u> , primary business activity, relationship to the <u>Reporting Entity</u> , relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	



**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

<b>X. FREEDOM OF INFORMATION LAW (FOIL)</b>	
<p>10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).</p> <p>Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If "Yes," indicate the question number(s) and explain the basis for the claim.</p>	

<b>XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE</b>		
Name	Telephone	Fax
	ext.	
Title	Email	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**Certification**

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

**The undersigned certifies that he/she:**

- is knowledgeable about the submitting Business Entity’s business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity’s responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity’s responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_;

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

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
SIGNED

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_

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

**NON-COLLUSIVE BIDDING CERTIFICATION**

1. By submission of this bid, the undersigned bidder and each person signing on behalf of such bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization — UNDER PENALTY OF PERJURY, that to the best of the undersigned’s knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

2. The undersigned acknowledges and agrees that a bid shall not be considered for award nor shall any award be made where any of the above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where one or more of the above has/have not been complied with, the bid shall not be considered for award nor shall any award be made unless the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

3. The undersigned also acknowledges and agrees that the fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1 above.

4. The undersigned further acknowledges and agrees that any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a bidder which is a corporation or a limited liability company for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in paragraph 1 of this certificate, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation or limited liability company.

Name of Bidder: \_\_\_\_\_  
(print full legal name)

Date Signed: \_\_\_\_\_ Signature: \_\_\_\_\_

Name of Person Signing Certificate: \_\_\_\_\_  
(print full legal name of signer)

Bidder is (check one):  an individual,  a limited liability partnership,  a limited liability company,  
 other entity (specify): \_\_\_\_\_

## **APPENDIX G: W-9 FORM**

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification: check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)
6 City, state, and ZIP code
7 List account number(s) here (optional)
Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>								
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-	-	-	-					
<b>OR</b>								
<b>Employer identification number</b>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>3</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.  
<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## **APPENDIX H: NON-COLLUSION AFFIDAVIT**

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

## **APPENDIX I: IRAN DIVESTMENT ACT COMPLIANCE**

## IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the New York State Education Department (AGENCY) receive information that a person is in violation of the above-referenced certification, AGENCY will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then AGENCY shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

AGENCY reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: \_\_\_\_\_

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

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

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

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

## **APPENDIX J: NYS SEXUAL HARASSMENT REQUIREMENTS**

**BIDDER'S CERTIFICATION**

Name of Bid: \_\_\_\_\_

In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:

- a) BIDDER acknowledges that they have read, understand, and agree to all aspects of the terms and specifications as presented without reservation or alteration.
- b) When awarded, the bid package becomes the "Contract Document".
- c) That the organization, its principals, and sub-recipients are not currently suspended or debarred from doing business with the Federal Government.
- d) The BIDDER has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees in accordance with New York State Labor Law §201-g.

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

Vendor: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Subscribed to and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

### Introduction

New York State is a national leader in the fight against sexual harassment and is partnering with employers across the state to further our commitment to ending sexual harassment in the workplace.

This toolkit will provide you step-by-step guidance to implementing the required training and sexual harassment policy, directing you to resources available through New York State and the relevant state agencies.

These resources are all available on the State's Combating Sexual Harassment in the Workplace website: [www.ny.gov/programs/combating-sexual-harassment-workplace](http://www.ny.gov/programs/combating-sexual-harassment-workplace).

### What are the New Requirements?

The 2019 New York State Budget includes the nation's strongest and most comprehensive sexual harassment package, including new resources and requirements for employers. There are two key components under this law:

#### Policy (see pages 2-4)

Under the new law, every employer in New York State is **required to establish a sexual harassment prevention policy**. The Department of Labor in consultation with the Division of Human Rights has established a model sexual harassment prevention policy for employers to adopt, available at [www.ny.gov/programs/combating-sexual-harassment-workplace](http://www.ny.gov/programs/combating-sexual-harassment-workplace). Or, employers may adopt a similar policy that meets or exceeds the minimum standards of the model policy ([www.ny.gov/combating-sexual-harassment-workplace/employers#model-sexual-harassment-policy](http://www.ny.gov/combating-sexual-harassment-workplace/employers#model-sexual-harassment-policy)).

#### Training (see pages 5-6)

In addition, every employer in New York State is **required to provide employees with sexual harassment prevention training**. The Department of Labor in consultation with the Division of Human Rights has established this model training for employers to use. Or, employers may use a training program that meets or exceeds the minimum standards of the model training ([www.ny.gov/combating-sexual-harassment-workplace/employers#training-requirements](http://www.ny.gov/combating-sexual-harassment-workplace/employers#training-requirements)).



## **Policy: Implementation**

All employers must adopt and provide a sexual harassment prevention policy to all employees by **October 9, 2018**.

### **If you want to adopt the State Model Policy:**

- The State Model Policy contains fields for you to list your business name and the name/contact information for the individual(s) you have designated to receive sexual harassment complaints. Fill in those fields and apply whatever branding (e.g., logos, etc.) you like. You may choose to modify the policy to reflect the work of your organization and industry specific scenarios or best practices.
- Distribute the policy to all employees in writing or electronically. Employers are also encouraged to have employees acknowledge receipt of the policy, and to post a copy of the policy where employees can easily access it.

### **If you already have a policy and do NOT want to adopt the State Model Policy:**

- Use the checklist on the next page to ensure your policy meets or exceeds the required minimum standards.
- If it already meets those standards, ensure it already has been or will be distributed to employees by October 9, 2018. All future new employees should receive the policy before commencing work.
- Ensure your complaint form and process are up to date and that employees are made aware of it as part of the policy.
- If you do not have a complaint form, a model is available online: [www.ny.gov/combating-sexual-harassment-workplace/employers#model-complaint-form](http://www.ny.gov/combating-sexual-harassment-workplace/employers#model-complaint-form)
- Review the online FAQs, which outline numerous common questions that may arise: [www.ny.gov/combating-sexual-harassment-workplace/combating-sexual-harassment-frequently-asked-questions](http://www.ny.gov/combating-sexual-harassment-workplace/combating-sexual-harassment-frequently-asked-questions)
- Distribute a copy of your finalized policy to all employees in writing. This may be done electronically, for example, by email. Employers are also encouraged to have employees acknowledge receipt of the policy, and to post a copy of the policy where employees can easily access it.
- You are also encouraged to provide the policy and training to anyone providing services in the workplace.

**If you do NOT yet have a policy:**

- Download the model policy, available online: [www.ny.gov/combating-sexual-harassment-workplace/employers#model-sexual-harassment-policy](http://www.ny.gov/combating-sexual-harassment-workplace/employers#model-sexual-harassment-policy)
- Customize the document by filling in the employer name, person or office designated to receive complaints and appropriate contact information, as highlighted throughout.
- You may choose to modify the policy to reflect the work of your organization and industry specific scenarios or best practices.
- Review the online FAQs, which outline numerous common questions that may arise: [www.ny.gov/combating-sexual-harassment-workplace/combating-sexual-harassment-frequently-asked-questions](http://www.ny.gov/combating-sexual-harassment-workplace/combating-sexual-harassment-frequently-asked-questions)
- Distribute a copy of your finalized policy to all employees in writing. This may be done electronically, for example, by email. Employers are also encouraged to have employees acknowledge receipt of the policy, and to post a copy of the policy where employees can easily access it.
- You are also encouraged to provide the policy and training to anyone providing services in the workplace.

## **Policy: Minimum Standards Checklist**

An employer that does not use the State model policy -- developed by the State Department of Labor and State Division of Human Rights -- must ensure their policy meets or exceeds the following minimum standards.

The policy **must**:

- Prohibit sexual harassment consistent with guidance issued by the Department of Labor in consultation with the Division of Human Rights;
- Provide examples of prohibited conduct;
- Include information concerning the federal and state statutory provisions concerning sexual harassment, remedies available to victims of sexual harassment, and a statement that there may be applicable local laws;
- Include a complaint form;
- Include a procedure for the timely and confidential investigation of complaints that ensures due process for all parties;
- Inform employees of their rights of redress and all available forums for adjudicating sexual harassment complaints administratively and judicially;
- Clearly state that sexual harassment is considered a form of employee misconduct and that sanctions will be enforced against individuals engaging in sexual harassment and against supervisory and managerial personnel who knowingly allow such behavior to continue; and
- Clearly state that retaliation against individuals who complain of sexual harassment or who testify or assist in any investigation or proceeding involving sexual harassment is unlawful.

## **Training: Instructions for Employers**

All employers are required to train current employees by October 9, 2019. New employees should be trained as quickly as possible. In addition, all employees must complete sexual harassment prevention training at least once per year. This may be based on calendar year, anniversary of each employee's start date or any other date the employer chooses.

### **If you already have a training:**

- Use the checklist on the next page to ensure your training meets or exceeds the required minimum standards.
- If your existing training does not, it should be updated to include all the listed elements. You may also provide supplemental training to employers who have already completed the training to ensure they have received training that meets or exceeds the minimum standards.
- Review the online FAQs, which outline numerous common questions that may arise: [www.ny.gov/combating-sexual-harassment-workplace/combating-sexual-harassment-frequently-asked-questions](http://www.ny.gov/combating-sexual-harassment-workplace/combating-sexual-harassment-frequently-asked-questions)

### **If you do NOT yet have a training:**

- Download the model training, available online: [www.ny.gov/combating-sexual-harassment-workplace/employers#training-requirements](http://www.ny.gov/combating-sexual-harassment-workplace/employers#training-requirements).
  - You may execute this training in a variety of ways, including live in person, via webinar or on an individual basis, with feedback as outlined in the training guidance document.
  - Depending on how you choose to present your training, you may utilize different available resources. For example, if you do a live presentation, you should download the PowerPoint and read the script that appears in the "Notes" of each slide.
  - If you choose to train employees with the video, you may direct them to watch it online or download it and show to a group, after which you would provide them a mechanism for feedback, as outlined in the training guidance document.
- Customize the training document(s) and modify them to reflect the work of your organization, including industry specific scenarios or best practices.
- The training should detail any internal process employees are encouraged to use to complain and include the contact information for the specific name(s) and office(s) with which employees alleging harassment should file their complaints.
- You may wish to include additional interactive activities as part of the training, including an opening activity, role playing or group discussion(s).
- Review the online FAQs, which outline numerous common questions that may arise: [www.ny.gov/combating-sexual-harassment-workplace/combating-sexual-harassment-frequently-asked-questions](http://www.ny.gov/combating-sexual-harassment-workplace/combating-sexual-harassment-frequently-asked-questions)

## **Training: Minimum Standards Checklist**

An employer that does not use this model training -- developed by the State Department of Labor and State Division of Human Rights -- must ensure their training meets or exceeds the following minimum standards.

The training **must**:

- Be interactive (*see the model training guidance document for specific recommendations*);
- Include an explanation of sexual harassment consistent with guidance issued by the Department of Labor in consultation with the Division of Human Rights;
- Include examples of unlawful sexual harassment;
- Include information concerning the federal and state statutory provisions concerning sexual harassment and remedies available to targets of sexual harassment;
- Include information concerning employees' rights of redress and all available forums for adjudicating complaints; and
- Include information addressing conduct by supervisors and additional responsibilities for supervisors.

## **APPENDIX K: DELIVERABLES TABLE**

DELIVERABLES	LUMP SUM PROPOSED:	HOURS OF LABOR:
<b>GENERAL REQUIREMENTS</b>		
Task 1) Project Schedule		
Task 2) Project Management & Coordination Meetings ( <i>incl. MILEAGE</i> )		
Task 3) Project Permitting (Local, State, Federal)		
<b>MAP, PLAN &amp; REPORT</b>		
Task 4) Field Work / Surveys		
Task 5) Map, Plan & Report for District Consolidation		
<b>PRELIMINARY DESIGN PHASE</b>		
Task 6) Preliminary Designs		
Task 7) Environmental & Permitting Approval		
<b>FINAL DESIGN PHASE</b>		
Task 8) Basis of Design Report / Final Designs		
Task 9) Construction Documents (100% completion, Funding/Regulatory approved)		
<b>BIDDING PHASE</b>		
Task 10) Advertise for Bidding, provide Bid Response Services ( <i>incl. PUBLISHING</i> )		
Task 11) Bid Reviews & Recommendation		
<b>CONSTRUCTION ADMIN PHASE</b>		
Task 12) Preconstruction Conference		
Task 13) Construction Period Services: Technical Analysis & Contractor Payments/Submittals		
Task 14) Punch List with Contractor		
Task 15) Closeout (Codes & Compliance Review / Certification; <i>see Closeout Checklist</i> )		
Task 16) Engineer's Notice of Completion ( <i>Completion Certification</i> )		
<b>RPR SERVICES</b>		
Task 17) Approx. One Hundred Fifty (150) Days of RPR Services		
<i>*The actual construction term may vary; this figure is for budgetary purposes only*</i>		
<b>REIMBURSABLES</b>		
Task 18) Surveys & Base Mapping		
Task 19) Archaeological Evaluations (as required)		
Task 20) Geotechnical Evaluations (as required)		
<b>I&amp;M Plan</b>		
Task 21) Inspection & Maintenance Plan		

**APPENDIX L: DRAFT FORM OF CONTRACT (EJCDC)**



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

# AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of           **TBA**           (“Effective Date”) between

          **THE TOWN OF WESTPORT, NY**           (“Owner”) and

          **TBA**           (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

          **TOWN OF WESTPORT SEWER DISTRICT #1 COLLECTION SYSTEM UPGRADES**           (“Project”).

Other terms used in this Agreement are defined in **Article 7**.

Engineer's services under this Agreement are generally identified as follows:

**Provide Survey, Basis of Design Report, Permitting, NYS DEC and NYS DOT compliant Project Plans & Specifications, Construction Administration, Construction Observation, to support completion of the Sewer District #1 Upgrades Project, generally consisting of collection system main and appurtenances, identified in recent engineering report and as defined in the originating RFP; Provide an Inspection and Maintenance Program; Update GIS data of all affected infrastructure. Project must remain in funding compliance and all engineering Plans & Specifications accepted by regulatory and funding agencies no later than October 31, 2022, or as amended in writing and agreed by Owner.**

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein, in **Exhibit A** and the originating RFP response, **and all revisions** included as **Exhibit P**.

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in **Exhibit B**.
- B. Owner shall pay Engineer as set forth in **Article 4 and Exhibit C**.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this

Agreement, subject to any express limitations or reservations applicable to the furnished items.

- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or
  - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### **3.01 Commencement**

- A. Engineer is authorized to begin rendering services as of the Effective Date.
- B. **The term of this agreement shall commence on May 1<sup>st</sup>, 2020 through December 31<sup>st</sup>, 2024, time being of the essence.**

#### **3.02 Time for Completion**

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in **Exhibit A and Exhibit L**, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### **4.01 Invoices**

- A. **Preparation and Submittal of Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of **Exhibit C**. Engineer shall submit its invoices to Owner on a monthly basis **prior to the Owners Town Board meeting for invoice approval, which is listed for public knowledge. The Town of Moriah Board**

**meets on the second Thursday of each month.** Invoices are due and payable ~~within thirty (30) days of receipt after thirty (30) days of acceptance from the Town Board.~~

#### 4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within **thirty (30) days** after receipt of Engineer's invoice, then:
1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  2. Engineer may, after giving **seven (7) days** written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
  3. **Exceptions to this section apply when the Consultant fails to provide funding agency required reports and/or documents that are complete and on time; if these reports are not supplied as required and further specified in the Attachments hereto, the Owner reserves the right to withhold payment without penalty by the Consultant to ensure that project costs are compliant per the specified funding agency program requirements.**
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of **Paragraph 4.01.**
- ~~D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of **Exhibit C.**~~

## ARTICLE 5 – OPINIONS OF COST

#### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 ~~Designing to Construction Cost Limit~~

- ~~A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.~~

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in **Paragraph 6.01.A**, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
  2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in **Paragraph 6.01.A**, and to the extent compliance is not inconsistent with professional practice requirements.
    - a. Articles 8 & 9 NYS Labor Law: Public Works Building & Service Contracts
    - b. Section 220-f of NYS Labor Law: International Boycotts
    - c. Debarment/Suspension:

- 1) Exec. Order 12549 & 12689
  - 2) 42 USC ss 1320a-7b(f)
- d. HIPA Act of 1996
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
- a. changes after the Effective Date to Laws and Regulations;
  - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
  - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. **The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.**
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.



- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.
- O. The parties each acknowledge, covenant and agree that the relationship of the Consultant to the Owner shall be of an independent contractor. The Consultant, in accordance with its status as an independent contractor, further covenants and agrees that it
  - 1. will conduct itself in accordance with its status as an independent contractor;
  - 2. will neither hold itself out as nor claim to be an officer or employee of the Owner;
  - 3. will not make any claim, demand, or application for any right of privilege applicable to an officer or an employee of the Owner, including but not limited to workers' compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.
- P. The Consultant shall, during the term of this agreement, obtain and keep in full force and effect any and all licenses, permits and certifications required by any governmental authority having jurisdiction over the rendition and performance of the services to be furnished by the Consultant under this agreement.

~~6.02 — Design Without Construction Phase Services~~

- ~~A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in **Exhibit A, Paragraph A1.05**. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in **Exhibit A**.~~

6.03 Use of Documents

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

- B. The Consultant is to maintain all books, documents, papers, account records and other evidence pertaining to this work ***and to make such materials available*** at their respective offices at all reasonable times during the agreement and **for a period up to six (6) years from the date of final payment under the agreement.**
- C. All reports, documents, information and any materials or equipment furnished to the Engineer by the Owner shall remain the sole property of the Owner and except for the Engineer's limited possession of the purpose of carrying out each Agreement, shall be returned to the Owner at the conclusion of each Agreement. **Nothing written in this paragraph, however, will be interpreted to forbid the Engineer from retaining a single copy of the information for its files.**
- D. If Engineer is required to prepare or furnish Drawings and/or Specifications under this Agreement, Engineer shall deliver to Owner at least **two (2)** original printed record versions of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and further provide electronic copies (e.g., PDF.) upon completion of the project and upon payment in full to the Engineer.
- E. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties. **THIS PROVISION SHALL NOT APPLY TO SURVEY, MAPPING & GIS PRODUCTS THAT WILL REMAIN THE PROPERTY OF THE OWNER AT PROJECT COMPLETION.**
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in **Exhibit G**. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in **Exhibit G**. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in **Exhibit G**. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least **ten (10) days** prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Engineers' sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in **Exhibit G**. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods

of time as requested by Owner, and **Exhibit G** will be supplemented to incorporate these requirements.

#### 6.06 *Suspension and Termination*

##### A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to **ninety (90) days** upon **seven (7) days** written notice to Engineer.
2. *By Engineer:* Engineer may, after giving **seven (7) days** written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in **Paragraph 4.02.B**, or in response to the presence of Constituents of Concern at the Site, as set forth in **Paragraph 6.10.D**.

##### B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
  - a. by either party upon **thirty (30) days** written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. by Engineer:
    - 1) upon **seven (7) days** written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon **seven (7) days** written notice if the Engineer's services for the Project are delayed or suspended for more than **ninety (90) days** for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in **Paragraph 6.10.D**.
    - 3) Engineer shall have no liability to Owner on account of such termination.
    - 4) **In the event of such termination, Engineer is still liable to provide copies of any project drawings, specifications, mapping and any other developed Work that the Owner has paid for in the period of performance.**
  - c. Notwithstanding the foregoing, this Agreement will not terminate under **Paragraph 6.06.B.1.a** if the party receiving such notice begins, within **seven (7) days** of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than **thirty (30) days** of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such **thirty (30) day** period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, **sixty (60) days** after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

- C. *Effective Date of Termination:* The terminating party under **Paragraph 6.06.B** may set the effective date of termination at a time up to **thirty (30) days** later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under **Paragraph 6.06**, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, **other than survey and Mapping products for which the Owner will have unfettered use**, at Owner's sole risk, subject to the provisions of **Paragraph 6.03**.
  2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in **Paragraph 6.06.D.1**, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in **Exhibit C**.

#### 6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located: **TOWN OF MORIAH, ESSEX COUNTY, NEW YORK, and any and all disputes shall be brought to the Essex County Supreme Court, Essex County, NY.**

#### 6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by **Paragraph 6.08.B** the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this **Paragraph 6.08.C** shall appear in the Construction Contract Documents.

#### 6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of **thirty (30) days** from the date of notice ~~prior to invoking the procedures of **Exhibit H**~~ or other provisions of this Agreement or exercising their rights at law.
- B. **No Exhibit H is included.**
- C. **After the thirty (30) day period for mutual negotiation has expired or the process has failed, then disputes, including breach or alleged breach thereof, may not be submitted to binding arbitration. Instead, the dispute must be heard in the Essex County Supreme Court or any other court of competent jurisdiction within Essex County, NY**
- D. ~~If the parties fail to resolve a dispute through negotiation under **Paragraph 6.09.A**, then either or both may invoke the procedures of **Exhibit H**. If **Exhibit H** is not included, or if no dispute resolution method is specified in **Exhibit H**, then the parties may exercise their rights at law.~~

#### 6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on **seven (7) days'** notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.11 Indemnification and Mutual Waiver

- ~~A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**~~
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations ~~and to the extent (if any) required in Exhibit I, "Limitations of Liability."~~
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members,

agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

#### 6.12 *Records Retention*

- A. Engineer shall establish and maintain complete and accurate books, records, documents, accounts & other evidence directly pertinent to performance under this contract of the Consultant on file in legible form, for a period of **six (6) years** following completion or termination of its services under each Task Order **plus the year in which the Work was completed**; all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement.
- B. Upon Owner's request, Consultant shall provide access to the Records during normal business hours at an office of the Consultant in the State of New York; if not such office is available, then at a mutually agreeable venue for the purposes of inspection, auditing and copying. Consultant will also ensure the ability to send and utilize electronic/digital files of the same of more efficient transference of Records, per **Paragraph 6.04**. a copy of any such item to Owner at cost.
- C. The Owner shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (The "Statute") provided that: (1) the Consultant shall timely inform an appropriate Owner official, in writing, that said records should not be disclosed; and (2) said records shall be sufficiently identified and designation of said records as exempt under the statute is reasonable. Nothing contained herein shall diminish, or in any way affect, the Owners' right to discovery in any pending or future litigation.

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.



- F. *Discrimination Prohibited:* The services to be furnished and rendered under this agreement by the Consultant shall be available to any and all residents of Essex County without regard to race, color, creed, sex, religion, national or ethnic origin, handicap, or source of payment; and under no circumstances shall a resident's financial ability to pay for the services provided be considered unless such consideration is allowed by State and/or Federal law, rule, or regulation.
- G. *Non-Discrimination in Employment:* The consultant will not discriminate against any employee or applicant for employment because of race, color, creed, sex, religion, national or ethnic origin, disability, or marital status. In the event that this is a contract to be performed in whole or in part within the State of New York for (a) the construction, alteration or repair of any public building or public work, (b) for the manufacture, sale of distribution of materials, equipment of supplies, (c) for building service, the Consultant agrees that neither it nor its subcontractors shall, by any race, color, creed, sex, religion, national or ethnic origin, handicap, or marital status:
- a. Discriminate in hiring against any citizen who is qualified and available to perform the work; or
  - b. Discriminate against or intimidate any employee hired for the performance of work under the contract.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
  6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident

Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, EJCDC Notice of Acceptability of Work.
- ~~F. Exhibit F, Construction Cost Limit.~~
- G. Exhibit G, Insurance.
- ~~H. Exhibit H, Dispute Resolution.~~
- ~~I. Exhibit I, Limitations of Liability.~~
- J. **Exhibit J, Special Provisions – Additional Terms & Conditions to Agreement.**
- K. Exhibit K, EJCDC Amendment to Owner-Engineer Agreement.
- L. **Exhibit L, Project Schedule.**
- M. **Exhibit M, Funding Program Requirements.** (*See Request for Proposal Appendix A*)
- N. **Exhibit N, EJCDC Contractor Payment Application.** (*For Inclusion at Bidding*)
- O. **Exhibit O, Project Closeout Checklist.** (*For inclusion at Bidding*)
- P. **Exhibit P, Engineer’s Originating Proposal.**

### 8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or

canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of **Exhibit K** to this Agreement.

#### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

#### 8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this **Paragraph 8.04**:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

Owner: **TOWN OF WESTPORT**

Engineer: **TBA**

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

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

Print name: **HON. MICHAEL TYLER**

Print name: \_\_\_\_\_

Title: **TOWN SUPERVISOR**

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

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

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

Engineer License or Firm's Certificate No. (if required): \_\_\_\_\_

State of: **NEW YORK**

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

**22 CHAMPLIAN AVE. POB 465**

\_\_\_\_\_

**WESTPORT, NY 12993**

\_\_\_\_\_

Designated Representative (**Paragraph 8.03.A**):

Designated Representative (**Paragraph 8.03.A**):

**Rob Wick, PMP**

Title: **Project Management Specialist**

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

Phone Number: **(518) 873-3426**

Phone Number: \_\_\_\_\_

E-Mail Address: **Rob.wick@essexcountyny.gov**

E-Mail Address: \_\_\_\_\_

This is **EXHIBIT A**, consisting of **17** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **TBA**.

## Engineer's Services

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### A1.01 *General Requirements:*

##### A. Engineer shall provide:

##### 1. *Project Schedule.*

- a. Produce a project schedule in Gantt chart format at the start of the project as a baseline and continue to keep the schedule updated throughout project.
- b. Provide updates to the Owner for any changes to the schedule that may impact the timely execution of the project per the terms of the contract.

##### 2. *Project & Program Management:*

- a. Conduct **bi-weekly progress meetings**, a minimum of one (1) project meeting per month, through all phases of design and construction; Engineer will notify Owner of any additional meetings required, whether they be informal, formal or official Board Meetings to pass various Resolutions.
- b. Engineer will keep all meeting minutes and distribute to attendees.
- c. Engineer will coordinate with Owner (or Owner's Designated Representative) for necessary permits.
- d. Ensure Engineer's own contract is compliant by the Owners' funding program requirements, and produce all necessary reports required.
- e. Ensure that Owners' Contractors contracts are also compliant per the Owners' funding program requirements, and all necessary reports required are produced.

#### *~~Study and Report Phase (MPR for Sewer District Expansion to Stone St.)~~*

##### ~~B. Engineer shall:~~

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~



- a. ~~If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions:~~
  - b. ~~If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~
  - c. ~~If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [ 2 ] alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
2. ~~Identify potential solution(s) to meet Owner's Project requirements, as needed.~~
  3. ~~Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~
  4. ~~Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~
  5. ~~Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~
  6. ~~After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~
  7. ~~Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~
  8. ~~Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~
  9. ~~Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~
  10. ~~When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and~~

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Exhibit A – Engineer's Services

EJDC® E-500, Agreement Between Owner and Engineer for Professional Services.

operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

- ~~11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
  - ~~12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
  - ~~13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
  - ~~14. Perform or provide the following other Study and Report Phase tasks or deliverables: **FACILITATE ANY REQUIRED SUPPORT FOR THE SEWER DISTRICT EXPANSION TO THE PORT HENRY WATER PLANT AND THE CONSOLIDATION OF SEWER DISTRICTS #1 & #2. PROVIDE COPIES ALL SURVEY AND MAPPING PRODUCTS TO THE TOWN (SURVEY WILL BE PROVIDED IN .DWG FORMAT).**~~
  - ~~15. Furnish [ 2 ] review copies of the Report and any other Study and Report Phase deliverables to Owner within [ 90 ] days of the Effective Date and review it with Owner. Within [ 30 ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
  - ~~16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [ 2 ] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [ 30 ] days of receipt of Owner's comments.~~
- ~~C. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

#### A1.02 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
  1. *Project Permitting (these are not inclusive; may vary or change during the project):*
    - a. Topographic Survey & Map
    - b. Boundary Survey & Map

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#### Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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- c. CONSULTANT shall provide technical support as needed to support any permitting process.
  - d. CONSULTANT has allocated fees to cover the creation of drawings, technical documents, review of permit related documents and revision as needed
2. Prepare Schematic Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
  3. In preparing the Schematic Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
  4. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer **based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data,"** as set forth in **Paragraph A1.01.A.12** above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
  5. Visit the Site as needed to prepare the Schematic Design Phase documents.
  6. Advise Owner if additional reports, data, information, or services of the types described in **Exhibit B** are necessary and assist Owner in obtaining such reports, data, information, or services.
  7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
  8. Based on the information contained in the Schematic Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
  9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
  10. Perform or provide the following other Schematic Design Phase tasks or deliverables:

**COORDINATE WITH THE OWNER AND OWNER'S PROJECT TEAM TO  
SUPPORT EFFORTS IN ACHIEVING ANY AND ALL PERMITTING**

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**NECESSARY FOR PROJECT TO REGULATORY AND FUNDING AGENCIES,  
PRIOR TO FINAL DESIGN AND IN TIME TO SUPPORT BIDDING OF  
CONSTRUCTION.**

11. Furnish **two [ 2 ]** review copies of the Schematic Design Phase documents, opinion of probable Construction Cost, and any other Schematic Design Phase deliverables to Owner within **thirty [ 30 ]** days of authorization to proceed with this phase, and review them with Owner. Within **ten [ 10 ]** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
  12. Revise the Schematic Design Phase documents, opinion of probable Construction Cost, and any other Schematic Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner **two [ 2 ]** copies of the revised Schematic Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within **fifteen [ 15 ]** days after receipt of Owner's **and any required Regulatory Agencies'** comments.
- B. Engineer's services under the Schematic Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Schematic Design Phase documents, revised opinion of probable Construction Cost, and any other Schematic Design Phase deliverables.

A1.03 *Final Design Phase (100% complete Design for Regulatory/Funding Agency reviews)*

- A. After acceptance by Owner of the Schematic Design Phase documents, revised opinion of probable Construction Cost as determined in the Schematic Design Phase, and any other Schematic Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
  3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
  4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
  5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
  7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
  8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
  9. Perform or provide the following other Final Design Phase tasks or deliverables: **PROVIDE A “FINAL APPROVABLE” SET OF PLANS & SPECS TO REGULATORY AND FUNDING AGENCIES IN SUCH TIME TO ALLOW FOR FORMAL REVIEW ACCEPTANCE PRIOR TO BIDDING CONSTRUCTION PROJECT; PROVIDE COPIES OF PLANS & SPECIFICATIONS TO OWNER UPON ACCEPTANCE BY REGULATORY & FUNDING AGENCIES (PLANS TO BE PROVIDED IN .SHP AND .PDF FILES TYPES).**
  10. Furnish for review by Owner, its legal counsel, and other advisors, **two [ 2 ] copies** of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within **sixty [ 60 ] days** of authorization to proceed with the Final Design Phase, and review them with Owner. Within **fifteen [ 15 ] days** of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
  11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit **two [ 2 ] final copies** of such documents to Owner **and any required Regulatory Agencies** within **twenty [20] days** after receipt of Owner's/Agencies comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **[ 1 - GENERAL**

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**CONTRACTOR**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding Phase (incl. Program Compliant "Construction Documents")*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. **Conduct a Pre-Bidding Conference and ensure all potential Bidders are cognizant of any special considerations, to include Funding Agency requirements.**
  2. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  3. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
  4. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  5. Consult with Owner as to the qualifications of prospective contractors.
  6. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  7. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of **Paragraph A2.02.A.2 of this Exhibit A**.
  8. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  9. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
  10. Perform or provide the following other Bidding Phase tasks or deliverables:

**ENSURE ALL FUNDING REQUIREMENTS THAT THE PROJECT MUST BE COMPLIANT TO ARE CLEARLY CITED IN THE CONTRACT DOCUMENTS, TO ENSURE CONTRACTOR(S) HAVE ALL NECESSARY AGENCY PLAN & REPORT FORMS TO POPULATE, PER EXHIBIT M.**

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- B. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if **Exhibit F** is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in **Exhibit D**. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in **Exhibit D**.
  3. **Additionally, RPR will conduct Wage Rate Interviews for any applicable HUD funding per Exhibit M, as required.**
  - ~~4. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in **Exhibit B, Paragraph B2.01**.~~
  5. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
  6. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
  7. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record

version of the Construction Contract Documents available to Contractor and Owner for review.

8. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
9. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
10. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
11. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding



whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

12. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
13. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
14. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
15. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
16. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
17. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
18. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
19. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of **Paragraph A2.02.A.2 of this Exhibit A.**
20. *Inspections and Tests:*

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
21. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within **ten (10) days** after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part **such that the Owner can pay the Contractor within a thirty (30) day term from invoice submission**. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
22. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
  - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this

Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; ~~to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances;~~ or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

23. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, **Record Drawings**, Samples, and other data approved as provided under **Paragraph A1.05.A.17**. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages. **Engineer shall ensure that all Project Closeout documents listed in Exhibit P, "Project Closeout Checklist", are secured prior to issuing the "Notice of Acceptability of Work". Provided in Exhibit E.**
24. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
25. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: **ENSURE ALL DELIVERABLES THROUGH CONSTRUCTION ADMINISTRATION ARE COMPLIANT AND IN ACCORDANCE WITH FUNDING PROGRAM REQUIREMENTS, LISTED IN EXHIBIT M.**
26. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as **Exhibit E ("Notice of Acceptability of Work")** that the Work is acceptable (subject to the provisions of the Notice and **Paragraph A1.05.A.21.b**) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
27. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the

acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in **Paragraph A1.03.D**, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of **Article 3**, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

#### A1.06 *Close Out*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  - ~~2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.~~
  3. Perform or provide the following other ~~Post-Construction~~ Close Out Phase tasks or deliverables:  
  
**ENSURE ALL NECESSARY PROGRAM MANAGEMENT & DOCUMENTS ADDRESS FUNDING AGENCY REQUIREMENTS AS DEFINED IN EXHIBIT M.**
- B. The Post-Construction/Close Out Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate ~~twelve~~ **two** months after the commencement of the Construction Contract's correction period.

## **PART 2 – ADDITIONAL SERVICES**

### A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in **Exhibit C**.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in **Paragraph A1.01.A.1 and 2.**
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

**NOTE: A PRIMARY DELIVERABLE OF THIS CONTRACT IS TO PROVIDE OWNER AN ELECTRONIC SET OF PROJECT DESIGN DATA TO INCLUDE ANY MAPS, DESIGNS, SPECIFICATIONS, ETC. USED IN CONJUNCTION WITH ESTABLISHING CONSTRUCTION DOCUMENTS (.pdf & .shp file type); THIS ACTIVITY IS NOT SUBJECT TO INTERPRETATION AS AN "ADDITIONAL SERVICE".**

7. Undertaking investigations and studies including, but not limited to:
  - a. detailed consideration of operations, maintenance, and overhead expenses;
  - b. ~~the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;~~
  - c. ~~preparation of appraisals;~~
  - d. ~~evaluating processes available for licensing, and assisting Owner in obtaining process licensing;~~
  - e. ~~detailed quantity surveys of materials, equipment, and labor; and~~

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~~f. audits or inventories required in connection with construction performed or furnished by Owner.~~

**NOTE: AS A PART OF THE CONSTRUCTION PHASE ADMINISTRATION SERVICES, THE ENGINEER IS EXPECTED TO PROVIDE ANALYSIS OF THE CONTRACTOR'S PAYMENT APPLICATIONS FOR ACCURACY REMITTED EACH MONTH, PER ATTACHED FORMS IN EXHIBITS, AND NOT SUBJECT TO INTERPRETATION AS AN "ADDITIONAL SERVICE".**

8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in **Exhibit B**, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
  - a. Services attributable to more prime construction contracts than specified in **Paragraph A1.03. D**.
  - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, *other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A)*.
- ~~12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.~~
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by **Paragraph 5.02.A and Exhibit F**.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

**NOTE: ENGINEER SHALL CITE IN CONSTRUCTION DOCUMENTS THAT THE CONTRACTOR IS RESPONSIBLE TO PROVIDE (2) SETS OF RECORD**

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**DRAWINGS, AND ENGINEER SHALL REVIEW FOR ACCURACY AND APPLY ANY NECESSARY MARKUPS, AS REQUIRED AS A NORMAL CONSTRUCTION PHASE SERVICES ACTIVITY, NOT SUBJECT TO INTERPRETATION AS “ADDITIONAL SERVICES”.**

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner’s staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under **Paragraph A1.05.A.8**; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor’s compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

*A2.02 Additional Services Not Requiring Owner’s Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

**NOTE: ENGINEER SHALL COMMUNICATE TO OWNER ANY CHANGES TO THE PLANS & SPECIFICATIONS THAT RESULT IN PRODUCT CHANGES THAT DO NOT MEET THE EXISTING CONFIGURATION MANAGEMENT OR PRODUCT STANDARDS, PER THE ORIGINATING RFP, APPENDIX J.**

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.



This is **EXHIBIT B**, consisting of **4** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **TBA**.

## **Owner's Responsibilities**

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**Article 2** of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. ~~Utility and topographic mapping and surveys.~~
  4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; ~~geotechnical reports and investigations~~; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, ~~laboratory tests and inspections of samples, materials, and equipment~~; with appropriate professional interpretation of such ~~information or data~~.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- ~~G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.~~

**NOTE: THE ENGINEER SHALL PROVIDE AND/OR PROCURE AND NECESSARY TESTING THAT NEEDS TO OCCUR IN ORDER TO PRODUCE CONSTRUCTION DOCUMENTS. THE ENGINEER SHALL CITE IN CONSTRUCTION DOCUMENTS THE REQUISITE CONSTRUCTION PERMITTING, AND THAT THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CONSTRUCTION PHASE TESTING THAT IS NECESSARY.**

- ~~H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.~~

**NOTE: THE ENGINEER IS RESPONSIBLE TO WORK WITH OWNER RESOURCES FROM COUNTY DEPARTMENTS TO SECURE ALL NECESSARY PERMITTING AND ENVIRONMENTAL APPROVALS FOR THE PROJECT.**

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this **Exhibit B** the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this **Exhibit B** that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in **Exhibit A**.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in **Part 2 of Exhibit A** of the Agreement, as required.
- T. Perform or provide the following: (**SEE EXHIBIT J and EXHIBIT P**)

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This is **EXHIBIT C**, consisting of **2** pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated **TBA**.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-1: Basic Services – Lump Sum**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment**

A. Owner shall pay Engineer for Basic Services set forth in **Exhibit A**, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of **\$TBA** based on the following estimated distribution of compensation, **and per the cost proposal included in Exhibit P:**

- a. **General Requirements** **\$TBA**
- b. **Inspection & Maintenance Plan** **\$TBA**
- c. **Preliminary Design Phase** **\$TBA**
- d. **Final Design Phase** **\$TBA**
- e. **Bidding Phase** **\$TBA**
- f. **Construction Phase** **\$TBA**
- g. **Post-Construction Phase** **\$TBA**

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following **Reimbursable Expenses (to include fees for Resident Project Representative included in “Compensation Packet RPR-2”**. Also see **Appendix 1 for rates or charges): \$TBA**

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. *Period of Service:* The compensation amount stipulated in **Compensation Packet BC-1** is conditioned on a period of service **not exceeding December 31st, 2022**. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

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## COMPENSATION PACKET RPR-2: Resident Project Representative – Standard Hourly Rates

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

### C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

#### A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under **Paragraph A1.05.A of Exhibit A**, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$TBA** (*This figure includes projected travel fees: Labor is \$TBA and travel is projected at \$TBA*) based upon full-time RPR services on an eight-hour workday, Monday through Friday, **over an a projection of (40) hours per week, or approximately (1,200) hours of allocation during the approximate one hundred fifty (150) day construction schedule.**

#### B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under **Paragraph C2.01**, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in **Appendix 1 to this Exhibit C**.
2. Reimbursable Expenses include the expenses identified in **Appendix 1** and the following: transportation (including mileage), lodging, and subsistence incidental thereto; ~~providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges;~~ reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.1, AND LIMITED TO THE DELIVERABLES LISTED IN PARAGRAPH C2.01 OF EXHIBIT C**.
4. ~~The Reimbursable Expenses Schedule will be adjusted annually (as of January 1<sup>st</sup>, 2019) to reflect equitable changes in the compensation payable to Engineer.~~

#### C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

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Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services—  
Standard Hourly Rates Method of Payment.

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1. **Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants**, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.1**, **AND LIMITED TO THE DELIVERABLES LISTED IN PARAGRAPH C2.01 OF EXHIBIT C**.
2. *Factors*: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts*:
  - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.



**COMPENSATION PACKET AS-1:  
Additional Services – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to **Paragraph A2.01 or A2.02 of Exhibit A**, except for services as a consultant or witness under **Paragraph A2.01.A.20**, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under **Paragraph C2.01** and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in **Appendix 1 to this Exhibit C**.
  2. Reimbursable Expenses include the expenses identified in **Appendix 1** and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; ~~providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges;~~ reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
  3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **ONE POINT ONE [ 1.1], AND LIMITED TO THE DELIVERABLES LISTED IN PARAGRAPH C2.01 OF EXHIBIT C**.
  4. ~~The Reimbursable Expenses Schedule will be adjusted annually (as of January 1<sup>st</sup>, 2019) to reflect equitable changes in the compensation payable to Engineer.~~
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **ONE POINT ONE [ 1.1 ], AND LIMITED TO THE DELIVERABLES LISTED IN PARAGRAPH C2.01 OF EXHIBIT C**.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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This is **Appendix 1 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **TBA**.

## **Reimbursable Expenses Schedule**

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Reimbursable Expenses are subject to review and adjustment per **Exhibit C**. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

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This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **TBA**.

## **Standard Hourly Rates Schedule**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this **Appendix 2 to this Exhibit C** and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in **Article C2**.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **TBA**.

## **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

### **ARTICLE 1 - SERVICES OF ENGINEER**

#### *D1.01 Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in **Exhibit A, Paragraph A1.05**, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
  - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer-proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (**Exhibit E**).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.



3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

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This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **TBA**.



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**NOTICE OF ACCEPTABILITY OF WORK**

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**PROJECT: WESTPORT SEWER DISTRICT #1 COLLECTION SYSTEM UPGRADES**

**OWNER: TOWN OF WESTPORT, NY**

**CONTRACTOR: TBA**

**OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION: P-1010-2019**

**EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT: TBA**

**ENGINEER: TBA**

**NOTICE DATE:**

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**To: Town of Westport  
Owner**

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**And To: TBA  
Contractor**

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**From: TBA  
Engineer**

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The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, and the following terms and conditions of this Notice:

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer’s professional opinion.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

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

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

Dated: \_\_\_\_\_

This is ~~EXHIBIT F~~, consisting of ~~1~~ pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [ ].

## Construction Cost Limit

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Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

### ~~F5.02 — Designing to Construction Cost Limit~~

- ~~A. — Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$[ ].~~
- ~~B. — A bidding or negotiating contingency of [ ] percent will be added to any Construction Cost limit established.~~
- ~~C. — The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.~~
- ~~D. — Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.~~
- ~~E. — If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.~~
- ~~F. — If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.~~

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### Exhibit F – Construction Cost Limit.

EJDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **TBA**.

## **Insurance**

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**Paragraph 6.05** of the Agreement is supplemented to include the following agreement of the parties:

### G6.05 *Insurance*

A. The limits of liability for the insurance required by **Paragraph 6.05.A and 6.05.B** of the Agreement are as follows:

**1. By Engineer:**

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Bodily injury, each accident: \$100,000.00
  - 2) Bodily injury by disease, each employee: \$50,000.00
  - 3) Bodily injury/disease, aggregate: \$100,000.00
- c. General Liability --
  - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000.00
  - 2) General Aggregate: \$2,000,000.00
- d. Excess or Umbrella Liability --
  - 1) Per Occurrence: \$1,000,000.00
  - 2) General Aggregate: \$1,000,000.00

Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000.00
- e. Professional Liability --
  - 1) Each Claim Made \$1,000,000.00
  - 2) Annual Aggregate \$2,000,000.00
- f. Other (specify): \$[ ]

2. **By Owner:**

a. Workers' Compensation:	Statutory
b. Employer's Liability --	
1) Bodily injury, Each Accident	\$100,000.00
2) Bodily injury by Disease, Each Employee	\$500,000.00
3) Bodily injury/Disease, Aggregate	\$100,000.00
c. General Liability --	
1) General Aggregate:	\$2,000,000.00
2) Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000.00
d. Excess Umbrella Liability	
1) Per Occurrence:	\$1,000,000.00
2) General Aggregate:	\$1,000,000.00
Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):	\$1,000,000.00
e. Other (specify):	[\$ ]

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. TBA  
Engineer

b. TBA  
Engineer's Consultant

c. TBA  
Engineer's Consultant

d. [REDACTED]  
  
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in **Paragraph 6.05.A.**

This is ~~EXHIBIT H~~, consisting of 2 pages, referred to in and part of the ~~Agreement between Owner and Engineer for Professional Services~~ dated ~~December 1st, 2018~~.

## Dispute Resolution

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**Paragraph 6.09 of the Agreement** is supplemented to include the following agreement of the parties:

*[NOTE TO USER: Select one of the two alternatives provided.]*

### ~~H6.08 – Dispute Resolution~~

~~A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by [here insert name of mediator, or mediation service]. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.~~

~~[or]~~

~~A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the [insert the name of a specified arbitration service or organization here] rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.09.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~

~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the [specified arbitration service or organization]. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~

~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$[ ] (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$[ ] (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$[ ] (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~

~~3. The rules of any arbitration shall be supplemented to include the following: The award rendered by the arbitrators shall be in writing, and shall include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~

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Exhibit H - Dispute Resolution.



- ~~4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
- ~~5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.09.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

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This is ~~EXHIBIT I~~, consisting of [ ] pages, referred to in and part of the ~~Agreement between Owner and Engineer for Professional Services dated August 17<sup>th</sup>, 2018.~~

## Limitations of Liability

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Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

~~A. *Limitation of Engineer's Liability*~~

~~1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services, or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$[ ] or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.~~

~~2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:~~

~~*[NOTE TO USER: List here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc.]*~~

~~B. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or~~

~~destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~

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Exhibit I - Limitations on Liability.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT J**, consisting of [ 1 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **TBA**.

## **Special Provisions**

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**Paragraph(s) A. 1.03** of the Agreement is/are amended to include the following agreement(s) of the parties:

**SEE EXHIBIT(S) ATTACHED FOR ADDITIONAL TERMS & CONDITIONS FOR TOWN CONTRACTS.**

**ALSO SEE EXHIBIT P., "ENGINEER'S ORIGINATING PROPOSAL" FOR SCOPE AND COST PROPOSAL ELEMENTS, ALSO INCLUDED IN THIS CONTRACT.**

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This is **EXHIBIT K**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **TBA**.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. \_\_\_\_\_**

**The Effective Date of this Amendment is: \_\_\_\_\_.**

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: **TOWN OF WESTPORT, NY**

Engineer: **TBA**

Project: **TOWN OF MORIAH SEWER DISTRICT #1 COLLECTION SYSTEM UPGRADES**

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

***Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.***

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): \_\_\_\_\_

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in **Exhibit C**.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

**OWNER: TOWN OF MORIAH, NY**

**ENGINEER: TBA**

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

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

**Print name:** HON. MICHAEL TYLER

**Print name:** \_\_\_\_\_

**Title:** TOWN SUPERVISOR

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

**Date Signed:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

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