

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

SUZANNE MC DONOUGH
Town Councilwoman
Deputy Supervisor

60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.carmelny.org

KATHLEEN KRAUS
Receiver of Taxes

MICHAEL A. BARILE
Town Councilman
JOHN D. LUPINACCI
Town Councilman
JONATHAN SCHNEIDER
Town Councilman

MICHAEL SIMONE
Superintendent of Highways
Tel. (845) 628-7474

TOWN BOARD WORK SESSION
Wednesday, July 25, 2018 7:00pm

Pledge of Allegiance – Moment of Silence

- Review Town Board Minutes, July 11, 2018
- 1. Joseph Charbonneau, Esq., Special Legal Counsel – Consider Petition for Society Hill at Mahopac to Incorporate pursuant to Article 10 of Transportation Corporation Law
- 2. Michael Carnazza, Building and Codes Enforcer – Consider Request to Authorize Property Clean Up Per the Town Property Maintenance Code Section 114-15 - 105 Longdale Road, Mahopac, NY
- 3. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Bond Return – Ronin Property Group TM# 74.11- 1-20 (\$37,800)
- 4. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Payments for Saddle Repair Services – CWD#12
- 5. Patricia Genna, Town Court Clerk – Consider Request to Authorize Submission of Application for Grant Funding to NYS JCAP (Justice Court Assistance Program)
- 6. Councilman John Lupinacci and James Gilchrist, Director of Recreation and Parks – Consider Proposal for Engineering Services – Town of Carmel Airport Park Design and Construction Phase
- 7. Mary Ann Maxwell, Town Comptroller – Consider Year End 2017 LOSAP Annual Reports – Carmel Volunteer Ambulance Corp
- 8. Michael Simone, Highway Superintendent – Consider Request to Authorize Attendance at the NYS Association of Town Highway Superintendents/New York State County Highway Superintendents Joint Conference September 17 to 20, 2018 (Approximate Cost - \$1,250.00)
- 9. Michael Simone, Highway Superintendent – Consider Request to Authorize Purchase of Diesel System Upgrades (Highway Capital Project Budget Line)
- 10. Michael Simone, Highway Superintendent- Consider Request to Authorize Purchase of Guiderails from Chemung Supply
- **Public Comment (Three (3) Minutes on Agenda Items Only)**
- **Town Board Member Comments**

Open Forum:

- **Public Comments on New Town Related Business (Three (3) Minutes Maximum Speaker for Town Residents, Property Owners & Business Owners Only)**
- **Town Board Member Comments**
- **Adjournment**

From: [Gregory Folchetti](#)
To: [Schmitt, Kenneth](#); [Lupinacci, John](#); [Suzi McDonough Personal](#); [Jonathan Schneider](#); [Mike Barile](#)
[Pasquerello, Anne](#); [Franzetti, Richard](#)
Subject: FW: TOC-Society Hill -- July 11, 2018 Worksession item
Date: Monday, July 02, 2018 3:30:32 PM
Attachments: [TOC-Petition of Society Hill-Part 1.pdf](#)
[TOC-Petition of Society Hill-Part 2.pdf](#)

Good afternoon to everyone.

Attaching copies of Petition for Society Hill at Mahopac to Incorporate pursuant to Article 10 of Transportation Corporation Law.

Thumbnail is fairly simple. Cedar Hill Sewer Works Corporation was the operator of the Society Hill WWTP and has been dissolved. Cedar Hill Sewer Works Corporation II which will

1. Own and operate the Society Hill WWTP;
2. Own and operate the Society WW collection system;
3. Will bill Society Hill and NYCDEP for O&M costs in the operations of the WWTP;
4. Will have all shares of its outstanding stock owned by Society Hill Homeowners Association.

As I am sure the Board is aware, Society Hill has had issues with its WWTP for some time. In January of this year Society Hill and NYCDEP agreed to refurbish the plant at a total estimated cost of \$450,000 – of which NYCDEP is covering 2/3.

Under NYS Law the consent/approval of the local municipality is required for formation of such a transportation corporation. Typically DEC will not issue or renew a SPDES permit without such consent.

Typical process is that Town Engineer does a report or recommendation as to any issues or objections with formation. Petitioner will need to provide a copy of any long-term lease or conveyance documents transferring interest in the plant and collection system to Cedar Hill Sewer Works II.

Can amplify and discuss further at next worksession.

Enjoy the 4th.

Greg

Gregory L. Folchetti
Costello & Folchetti, LLP
1875 Route Six
Carmel, NY 10512
845-225-1900
845-228-4228 Fax

STATE OF NEW YORK COUNTY OF PUTNAM
TOWN OF CARMEL

In the Matter of the Petition of Society Hill at Mahopac Condominium for Consent to Incorporate Pursuant to Article 10 of the Transportation Corporations Law and Consent to Charge Fair and Reasonable Sewer Rate.

The Petition of Society Hill at Mahopac Condominium (hereinafter "Society Hill") seeks permission to form Cedar Hill Sewer Works Corporation II pursuant to Article 10 of the Transportation Corporation Law. Society Hill at Mahopac Condominium states upon information and belief:

1. Society Hill at Mahopac Condominium is a condominium formed pursuant to Article 9-B of the New York State Real Property Law.
2. Society Hill was formed, in part, to manage the common areas and common services associated with the Society Hill condominium development on Route 6 in the Town of Carmel, New York (the "Town").
3. Society Hill operates and maintains a wastewater treatment plant (hereinafter the "WWTP") which serves the 100-unit Society Hill condominium development on property located on Route 6 in the Town of Carmel, NY 10512 (Latitude 41° 21' 02" and Longitude at 73° 45' 8) (collectively "Society Hill Property").

BACKGROUND

4. On October 10, 1986, a transportation corporation entitled "Cedar Hill Sewer Works Corporation" (hereinafter "Cedar Hill") was formed to operate the wastewater treatment facility. Section 116 of the New York Transportation Corporations Law requires a proposed sewage works corporation to obtain the consent to incorporate from the municipality in which the project is located. Since the facility is located in the Town of Carmel, Carmel consented to the formation of the transportation corporation on or about September 12, 1986. Attached as **Exhibit A** is a copy of the consent form issued by the Town Board of the Town of Carmel on September 12, 1986. The consent form applied to land described in Exhibit D.

5. Cedar Hill and/or Society Hill have operated the wastewater treatment facility in accordance with the rules and regulations of the New York State Department of Environmental Conservation ("DEC"), New York City Department of Environmental Protection ("DEP") and the Putnam County Department of Health since the late 1980s.

6. The Town of Carmel is a party to the 1997 Watershed MOA, along with the County of Putnam (the "County"), City of New York (the "City"), the State of New York (the "State"), USEPA, the Catskill Watershed Corporation, the Coalition of Watershed Towns, certain environmental parties, and other towns and villages within the NYC Watershed.

7. Paragraph 141 of the Watershed MOA provides for the implementation of the Wastewater Treatment Plant Regulatory Upgrade Program (the "Upgrade Program").

8. In May 1998, Society Hill executed the "Agreement Between the New York State Environmental Facilities Corporation and Society Hill for the Upgrading of the WWTP (the "Upgrade Agreement").

9. Pursuant to the Upgrade Agreement, Society Hill was entitled to the design, construction, operation and maintenance of certain upgrades to the WWTP (the "Regulatory Upgrade") in order to come into compliance with the New York City Watershed Rules and Regulations (the "WRR").

10. Under Paragraph 141 of the Watershed MOA, the Regulatory Upgrades were fully funded by DEP and were to be completed within 5 years of the effective date of the WRR (May 1, 2002). Here, the Regulatory Upgrade was completed on or about 2010. On or about June 20, 2011, Society Hill entered into an agreement with the City of New York for the operation and maintenance of upgrades required by the City's Watershed Regulations (hereinafter the "OM Agreement"). A copy of the OM Agreement is attached hereto as **Exhibit B**. Under the OM Agreement, the City agreed to pay for all the costs associated with the operation and maintenance of the Regulatory Upgrade.

11. In January, 2018, DEP and Society Hill agreed to jointly fund the refurbishment of the existing WWTP (the "Refurbishment Project"). The Refurbishment Project is defined as: (1) refurbishing of RBCs; (2) demolishing of sand filter; (3) installation of new sand filter; (4) replacement of the chlorine contact tank; and (5) replacement of roof. The engineer's capital budget (equipment and installation) is approximately \$386,308. The total estimated cost with engineering and contingency is \$450,000. DEP is paying 2/3 of the cost (with a cap on their contribution \$297,000). Society Hill's contribution would be approximately \$150,000.

12. Society Hill has a SPDES permit (NYSDEC No. 3 – 3720 – 00172/00001/ SPDES No. 020-7365) which allows it to discharge sanitary wastewater at a permitted flow of 22,500 gallons per day (30-day average) to a sub-tributary of the Amawalk Reservoir. A copy of that permit is attached hereto as **Exhibit C**.

13. Effective June 24, 1992, Cedar Hill is a dissolved corporation.

14. In order to proceed with the Refurbishment Project, Society Hill must reestablish Cedar Hill Sewer Works Corporation II.

15. The service area shall be the same as identified in **Exhibit D**. Cedar Hill Sewer Works Corporation II will own the Society Hill collection system and the WWTP.

16. The HOA will own all of the stock of Cedar Hill Sewer Works Corporation II. Cedar Hill Sewer Works Corporation II will bill Society Hill and DEP for the operation and maintenance costs. The anticipated costs to Society Hill and the DEP are shown in **Exhibit E**.

17. The Town of Carmel's approval for incorporation of Cedar Hill Sewer Works Corporation II is necessary to obtain DEC's approval, if needed, for the Refurbishment Project.

18. Wherefore, the Petitioner, Society Hill at Mahopac Condominium, requests that the Town Board of the Town of Carmel consent to the incorporation of Cedar Hill Sewer Works Corporation II pursuant to the Transportation Corporations Law, approve the service area, and approve the said rate as proposed herein as authorized by the Transportation Corporations Law.

Society Hill at Mahopac Condominium

By: Arlene Deluca
Name: Arlene Deluca
Title: President
Date: 5/21/18

VERIFICATION

STATE OF NEW YORK)

COUNTY OF Putnam) SS:

Arlene Deluca, being duly sworn, deposes and says that ~~she~~ ^{he} is ~~President~~, representing Petitioner, Society Hill at Mahopac Condominium, and has read the foregoing Petition and knows the contents thereof; and that the same is true to ~~his~~ ^{her} own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters, ~~he~~ believes them to be true.

Julie Salas

Sworn to before me this 21
day of May, 2018.

Notary Public

JONATHAN S. MOSES
Notary Public, State of New York
No. 02MO5013684
Qualified in Westchester County
Commission Expires July 15, 2019

CERTIFICATE OF INCORPORATION
OF

CEDAR HILL SEWER WORKS CORPORATION

Under Articles 1 and 10 of the Transportation Corporation Law

THE UNDERSIGNED, being over the age of eighteen years,
for the purpose of forming a corporation pursuant to Articles
1 and 10 of the Transportation Corporation Law, does hereby
certify:

FIRST: The name of the corporation shall be
CEDAR HILL SEWER WORKS CORPORATION.

SECOND: The purposes for which it is to be formed
are:

To provide a sewer system for the disposal of sewage
through an established system of pipe lines, treatment
facilities, and other means of disposal; to erect, construct,
own, maintain and operate disposal systems, including sewer
pipes and other appurtenances which are used or useful in
whole or in part in connection with the collection, treatment
or disposal of sewage, and other waste, including sewer
pumping stations and sewage treatment and in-ground septic
systems, to own, lease, hold and maintain lands, buildings,
easements, chattells, franchises, and appurtenances incidental
to the collection, treatment and disposal of sewage or other
waste.

To purchase, receive, lease or otherwise acquire and to
manage, hold, own, use, improve, convey, sell, mortgage, or
otherwise deal in and with lands, buildings, and real property
of every description, or any interest therein.

To adopt, apply for, obtain, register, purchase, lease or otherwise acquire and to maintain, protect, hold, use, own, exercise, develop, manufacture under, operate and introduce, and to sell and grant licenses or other rights in respect of, assign, or otherwise dispose of, turn to account, or in any manner deal with and contract with reference to, any trademarks, trade names, patents, patent rights, concessions, franchises, designs, copyrights and distinctive marks and rights analogous thereto, and inventions, devices, improvements, processes, recipes, formulae and the like, including such thereof as may be covered by, used in connection with, or secured or received under, Letters Patent of the United States of America or elsewhere or otherwise, and any licenses in respect thereof and any or all rights connected therewith or appertaining thereto.

In furtherance of its corporate business and subject to the limitations prescribed by statute, to be a promoter, partner, member, associate, or manager of other business enterprises or ventures, or to the extent permitted in any other jurisdiction to be an incorporator of other corporations of any type or kind and to organize, or in any way participate in the organizaion, reorganization, merger or liquidation of any corporation, association or venture and the management thereof.

To conduct its business and to exercise all of its corporate powers and right, in the State of New York, and in the various other states, territories, possessions and dependencies of the United States, the District of Columbia, and in any foreign countries.

To carry out all or any part of the foregoing purposes as principal, factor, agent, broker, contractor or otherwise, either alone or in conjunction with any persons, firms,

associations, corporations, or others in any part of the world; and in carrying on its business and for the purpose of attaining or furthering any of its purposes, to make and perform contracts of any kind and description, and to do anything and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes herein enumerated.

For the accomplishment of the aforesaid purposes, and in furtherance thereof, the corporation shall have and may exercise all of the powers conferred by the Business Corporation Law and the Transportation Corporation Law upon corporations formed thereunder, subject to any limitations contained in said laws or in accordance with the provisions of any other statute of the State of New York.

THIRD: The Office of the Corporation shall be located in the Town of Carmel, County of Putnam, and State of New York.

FOURTH: The aggregate number of shares which the corporation shall have the authority to issue is TWO HUNDRED (200) SHARES, all of which shall have a par value of ONE (\$1.00) DOLLAR.

FIFTH: The Secretary of State is designated as the Agent of the Corporation upon whom process against the corporation may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is: Zeemar Development, 1880 Commerce Street, Yorktown Heights, New York 10598.

SIXTH: Shareholders shall not be entitled to pre-emptive rights, directly or indirectly, in respect to any equity, voting, or other shares of the corporation.

SEVENTH: Except as may otherwise be specifically provided in this Certificate of Incorporation, no provision of this Certificate of Incorporation is intended by the corporation to be construed as limiting, prohibiting, denying or abrogating any of the general or specific rights or powers conferred by the Business Corporation Law or the Transportation

Corporation Law upon the corporation, upon its shareholders, bondholders, and security holders, and upon its directors, officers and other corporate personnel, including, in particular, the power of the corporation to furnish indemnification to directors and officers in the capacities defined and prescribed by the Business Corporation Law or Transportation Law and the defined and prescribed rights of said persons to indemnification as the same are conferred by said statutes.

EIGHTH: The corporation shall operate in the Town of Carmel, serving the residents of CEDAR HILL SUB-DIVISION. Annexed to this Certificate of Incorporation pursuant to Section 3 of the Transportation Corporation Law is the consent of the Town of Carmel approving said incorporation.

IN WITNESS WHEREOF, I have made and signed this Certificate this ____ day of August, 1986, and I affirm the statements contained herein are true under penalties of perjury.

CONSENT FOR THE SEWER WORKS CORPORATION
TO PROVIDE A SEWER SYSTEM
FOR THE DISPOSAL OF SEWAGE THROUGH
AN ESTABLISHED SYSTEM OF PIPE LINES,
TREATMENT FACILITIES, AND
OTHER MEANS OF DISPOSAL

WE, the undersigned, Members of the Town Board of the Town of Carmel, Putnam County, New York, do hereby consent to the formation of a Sewer Works Corporation under the provision of Articles 1 and 10 of the Transportation Corporation Law of the State of New York for the purposes of serving the CEDAR HILL CONDOMINIUMS situated in the Town of Carmel, County of Putnam and State of New York, for the disposal of sewage through an established system of pipe lines, treatment facilities and other means of disposal, consistent with the standards established by the Department of Health of the County of Putnam, State of New York, and we consent to the filing of the annexed Certificate of Incorporation of CEDAR HILL SEWER WORKS CORPORATION.

J.L.L.

IN WITNESS WHEREOF, we have made and subscribed this Consent in triplicate, this ____ day of _____, 1986.

RICHARD OTHMER, Supervisor

CHARLES TERHUNE, Councilman

EDWARD NOONAN, Councilman

ALFRED DELL CIOPPA, Councilman

DORIS STAHL, Councilwoman

A MAJORITY OF THE TOWN BOARD OF
THE TOWN OF CARMEL, PUTNAM
COUNTY, NEW YORK

STATE OF NEW YORK)
 SS:
COUNTY OF PUTNAM)

On this ____ day of _____, 1986, before me personally came the above individuals, to me known and known to me to be Members of the Town Board of the Town of Carmel, Putnam County, New York, the persons described in and who executed the foregoing Consent, and duly acknowledged to me that they execute the same.

Notary Public

**AGREEMENT BETWEEN THE CITY OF NEW YORK
AND SOCIETY HILL AT MAHOPAC CONDOMINIUM ASSOCIATION
FOR THE OPERATION AND MAINTENANCE OF
UPGRADES REQUIRED BY THE CITY'S WATERSHED REGULATIONS**

THIS AGREEMENT is made and entered into the 20th day of June, 2011 by and between THE CITY OF NEW YORK (the "City"), a municipal corporation organized and existing under the laws of the State of New York, having its principal office at City Hall in the Borough of Manhattan, City and State of New York, and SOCIETY HILL AT MAHOPAC CONDOMINIUM ASSOCIATION ("Owner"), the owner of a wastewater treatment plant ("WWTP") located at Jonathan Drive in Mahopac, in the Town of Carmel, County of Putnam, State of New York, and having its principal office at Westchester Exclusive Management Co. Inc., 2 Stowe Road, Suite 4A, Peekskill, New York, 10566, (the City and the Owner collectively referred to herein as the "Parties").

WHEREAS, the City, acting by and through the Commissioner of the New York City Department of Environmental Protection ("NYCDEP"), is charged with the duty of protecting the high quality of waters from which the City's water supply is drawn and preserving it from degradation for the purpose of protecting the health and general welfare of the consumers of this supply; and

WHEREAS, the Owner operates a WWTP that is located within the watershed of the City of New York's drinking water supply system; and

WHEREAS, discharges from the WWTP flow into the a tributary of the Amawalk Reservoir; and

WHEREAS, the City is concerned about the potential impact of the discharges from the WWTP on the drinking water supply of the City of New York; and

WHEREAS, in January 1997, the City entered into a Memorandum of Agreement regarding the City's watershed protection program with the State of New York, the United States Environmental Protection Agency, the Coalition of Watershed Towns, the Catskill Watershed Corporation, Putnam County, Westchester County, certain watershed municipalities, and certain environmental groups (the "Watershed MOA"); and

WHEREAS, pursuant to Article 11, §1100 of the New York State Public Health Law and § 24-302 of the New York City Administrative Code, the City promulgated "Rules and Regulations for the Protection from Contamination, Degradation and Pollution of the New York City Water Supply and its Sources" (the "Watershed Regulations"), which became effective May 1, 1997; and

WHEREAS, Section 18-36(a)(10) of the Watershed Regulations requires owners of WWTPs located within the watershed of the City's drinking water supply to upgrade their WWTPs to comply with the Watershed Regulations; and

WHEREAS, pursuant to Paragraph 141 of the Watershed MOA, the City agreed to pay for the costs of upgrading existing WWTPs in order to enable them to comply with the requirements imposed solely by the Watershed Regulations ("Regulatory Upgrades," as that term is defined herein), in order to ensure that the work would be performed expeditiously; and

WHEREAS, in order to mitigate the potential environmental impacts that might result to the owners of existing WWTPs in the watershed communities from promulgation of the Watershed Regulations pertaining to wastewater treatment plant that were not otherwise required by State or federal law, the City agreed to pay for the operation and maintenance of such Regulatory Upgrades; and

WHEREAS, in connection with upgrading the WWTP, the Owner may also be installing equipment which, in addition to enabling existing WWTPs to comply with requirements imposed solely by the Watershed Regulations, also replaces equipment previously used at the WWTPs to comply with federal and State law and that will now enable the WWTPs to comply with State and federal law, as well as the Watershed Regulations; and

WHEREAS, the City and the New York State Environmental Facilities Corporation ("EFC") have entered into an agreement pursuant to which EFC is assisting the City to administer a program to design, permit, construct and install Regulatory Upgrades at existing WWTPs (the "WWTP Upgrade Program") and pursuant to which EFC has executed and implemented contracts with WWTP owners for the disbursement of City funds to pay for the costs of designing, permitting, constructing and installing such upgrades ("City-EFC Agreement"); and

WHEREAS, on or about May 1, 1998, the Owner executed such a contract with EFC to upgrade the WWTP in accordance with NYCDEP approved plans and specifications, and the City is a third party beneficiary to such contract ("Owner Upgrade Contract"); and

WHEREAS, the Owner has agreed to operate and maintain the upgraded WWTP in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the City has agreed to pay the Owner for certain costs associated with the operation and maintenance of the WWTP in accordance with this Agreement; and

NOW, THEREFORE, in consideration of the promises, the mutual representations and agreements hereinafter contained, together with such other and further consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1
GENERAL PROVISIONS

Section 1.01 Definitions

1. "Agreement" means this Agreement between the City and the Owner for funding a portion of the WWTP's operation and maintenance costs in an amount determined pursuant to, and in accordance with, the terms and conditions herein.

2. "Allowable Litigation Costs" means, and is limited to:

a. awards in contract damage, personal injury, and property damage actions to the extent such awards arise out of Operation or Maintenance of the Regulatory Upgrades and are not covered by the Owner's insurance; and

b. settlements of contract damage, personal injury, or property damage actions to the extent that such awards arise out of Operation or Maintenance of the Regulatory Upgrades, and are not covered by the Owner's insurance, that have been determined by the City, in advance of the Owner's entering into such settlements, to be reasonable; and

c. reasonable legal fees and expenses incurred in connection with (a) and (b) above; and

d. reasonable legal fees and expenses incurred in connection with defending against and/or settling enforcement proceedings resulting in the imposition of Allowable Fines and Penalties as defined herein (including legal fees and expenses incurred under such circumstances if the result is that no fines, penalties, and/or costs of any environmental benefit project(s) are payable); and

e. awards or settlements resulting from any criminal conduct, willful misconduct, gross negligence on the part of the Owner, its agents, officers, and/or employees, or the Owner's failure to operate and maintain the Regulatory Upgrades properly, in good repair and operating condition, shall not be Allowable Litigation Costs; and

f. any agreement by the City to pay Allowable Litigation Costs shall be strictly in excess of any and all insurance coverage carried by the Owner and the applicable Contractor, Consultant, or Subcontractor.

3. "Allowable Fines and Penalties" means, and is limited to, any fine or penalty, and/or the costs of any environmental benefit project(s) imposed on the Owner by a court or regulatory agency, to the extent that such fines, penalties, or costs of such environmental benefit project(s) arise out of the operation and maintenance of the Regulatory Upgrades and are not covered by the Owner's insurance; provided that Allowable Fines and Penalties shall not include any fines, penalties or costs of such environmental benefit project(s) imposed by a federal, state or local regulatory authority on the Owner as a result of any criminal conduct, willful misconduct, or gross negligence on the part of the Owner, its agents, officers, and/or employees in connection with the operation and maintenance of the WWTP, and further provided that the Owner has operated and maintained the Regulatory Upgrades in good repair and operating condition in accordance with the Operation and Maintenance Manual. If such fine, penalty, or

environmental benefit project is required as a result of a settlement, the cost shall be payable by the City only if the settlement has been determined to be reasonable by the City, in advance of the Owner's entering into such settlement.

4. "City" means the City of New York and any of its departments and agencies, including without limitation, NYCDEP.

5. "Consumer Price Index" or "CPI" means, for purposes of this Agreement, the Consumer Price Index for All Urban Consumers (CPI-U), which is prepared and published by the Bureau of Labor Statistics of the United States Department of Labor, or its successor agency, or the successor index to the CPI as defined herein.

6. "Contractor" or "Consultant" or "Subcontractor" means any person or entity contracting with the Owner for the provision of goods or services in connection with the Regulatory Upgrades and pursuant to, this Agreement.

7. "Executive Committee of the Watershed Protection and Partnership Council" or "Executive Committee" means the Executive Committee of the New York City Watershed Protection and Partnership Council ("WPPC") established pursuant to Paragraph 98 of the Watershed MOA.

8. "Final Upgrade Plan" or "FUP" means the upgrade plan for the WWTP consisting of engineering plans and costs for implementing a Regulatory Upgrade and, if applicable, a SPDES Upgrade or such other NYCDEP-approved upgrade to the WWTP, which has been prepared by the WWTP engineer in accordance with the Scope of Work of the Owner Upgrade Contract, and which has received NYCDEP approval, dated 12/8/06, together with any NYCDEP-approved amendments thereto. The Final Upgrade Plan is incorporated herein by this reference.

9. "Fiscal Year" means the budget year selected by the WWTP Owner.

10. "Functional Completion Certification" means the written certification from the WWTP engineer, containing the Engineer's P.E. Seal, attesting that the WWTP upgrade is functionally complete pursuant to the Upgrade Program requirements. Such certification will include, but not be limited to, certifying that the WWTP upgrade was constructed in accordance with the approved Final Upgrade Plan; certifying that the equipment was installed as designed and specified; and certifying that the WWTP Upgrade is ready to proceed to Startup and Performance Testing.

11. "Income Taxes on City Funds" means Federal, State or local income, franchise or other taxes on or measured by net income, gross receipts, or gross income on Funds, as defined in this Agreement, paid by the City to the Owner pursuant to this Agreement. Income Taxes on City Funds do not include i) any taxes attributable to Funds paid to, and used by, the Owner to fund the O & M Contingency Account; ii) any taxes attributable to the income on O&M Contingency Account; or iii) taxes attributable to Funds that were advanced to the Owner by the City pursuant to this Agreement during the Tax Reporting Period but not spent during the Tax Reporting Period by the Owner for Regulatory Upgrades O & M Costs.

12. "Incremental Cost" means the actual cost attributable to each item of Operation and Maintenance Costs for which the Parties have determined that the appropriate allocation of

costs attributable to the Regulatory Upgrades is the increment over an item-specific baseline. The attached Schedule 1 lists such items and also their agreed-upon baselines for the first year of this Agreement. The baselines shall be adjusted annually to reflect the rate of inflation or deflation, based on the previous year's Consumer Price Index.

13. "Incremental Property Taxes" means the real property taxes assessed on the increase in value that results from the Regulatory Upgrades to all property that is taxable and upon which taxes are assessed pursuant to the Real Property Tax Law.

14. "Incremental Regulatory Upgrades Cost" means, for each item of Operation and Maintenance Costs identified in Schedule 1 as an Incremental Cost, the total cost of such item minus the baseline for such item, adjusted as set forth above.

15. "Initial WWTP Flow" or "Initial Flow" means 22,500, the average of the 30-day average gallons per day (gpd) flows of the WWTP over the twelve-month period preceding the execution of this Agreement, or the projected flow for the WWTP for the twelve month period following the execution of this Agreement, the period for which the baselines for Incremental Costs and the percentages for Proportional Costs, set forth in Schedule 1, were derived.

16. "Itemizable Cost" means the actual costs attributable to each item of Operation and Maintenance Costs for which the Parties have determined that the allocation of costs attributable to the Regulatory Upgrades will be made on a per-item basis. The attached Schedule 1 lists such items.

17. "Itemizable Regulatory Upgrades Cost" means, for each item of Operation and Maintenance Costs identified in Schedule 1 as an Itemizable Cost, the cost attributed to the Regulatory Upgrades.

18. "List of Regulatory Upgrades" means the list of Regulatory Upgrades, as defined herein, which may be amended from time to time in accordance with the provisions of this Agreement. The List of Regulatory Upgrades is attached to this Agreement as Exhibit "A" and incorporated herein by this reference.

19. "NYCDEP" means the New York City Department of Environmental Protection.

20. "Operation and Maintenance" or "O & M" means a) activities undertaken to enable the equipment and methods instituted at the WWTP to perform their intended functions; b) activities undertaken to reduce or arrest the rate of deterioration of fixed capital equipment at the WWTP; and c) activities undertaken to maintain such equipment in a state of good repair and to help achieve the optimum useful life of such equipment, including, but not limited to, preventive maintenance, normal periodic repairs, and replacement of certain items, as specified and limited in the list, attached hereto and incorporated herein by this reference as Exhibit "B." Operation and Maintenance shall be performed in accordance with the recommendations of the manufacturers of the equipment at the WWTP and the O&M Manual. In the case of a conflict between the manufacturer's recommendations and provisions of the O & M Manual, the O & M Manual provisions shall prevail.

21. "Operation and Maintenance Contingency Account" means an interest-bearing account maintained by the Owner to be used solely for payment of Operation and Maintenance

Costs. In any year, such account, including accrued interest shall be at a level not exceeding the lesser of either (i) ten percent (10%) of the annual budget for Operation and Maintenance of the WWTP for such year developed pursuant to Section 3.03(A) or (ii) \$50,000 (the "Contingency Cap"). The Operation and Maintenance Contingency Account shall be replenished only when necessary to maintain such level. The Contingency Cap shall be adjusted annually to reflect the rate of inflation or deflation, based on the previous year's Consumer Price Index. The City shall not pay Income Taxes on City Funds for payments made to the Operation and Maintenance Contingency Account by the Owner with Funds paid by the City or on the income earned on such Account.

22. "Operation and Maintenance Costs" or "O & M Costs" means the actual and reasonable costs incurred in Operation and Maintenance at the WWTP that are incurred by the Owner, as defined herein.

a. The O & M Costs shall be calculated to include costs for labor, which shall include direct salary and indirect personnel costs for pension, insurance and other fringe benefits. Indirect personnel costs should be limited to no more than 25% of the direct salary costs incurred for personnel employed to work at the WWTP and no more than 40% of the direct salary costs incurred for personnel providing Operation and Maintenance services for the WWTP from other locations. (These rates reflect the fact that for on-site employees, indirect personnel costs do not include costs associated with workspace and utilities, which are treated as separate O & M Costs.)

b. O & M Costs include funding of an Operation and Maintenance Contingency Account, as defined and limited herein.

c. O & M Costs include actual administrative and professional expenses incurred because of reporting and budget and other documentation required in connection with Regulatory Upgrades and/or under this Agreement.

d. O&M Costs shall be calculated to include legal and professional fees, insurance premiums, self-insurance retention/deductibles, and administrative costs and interest charges that are associated with the activities listed in Section 1.01(20) above.

e. O&M Costs include Income Taxes on City Funds, to the extent that such Income Taxes on City Funds are based on a final, non-appealable determination issued against the Owner by the Internal Revenue Service or by any State, local or other taxing jurisdiction obtained in accordance with the procedures and requirements set forth in this Agreement, except that O & M Costs do not include any taxes on Funds paid to the Operation and Maintenance Contingency Account, the income earned on such Account, or the taxes attributable to unspent Funds advanced to the Owner by the City after the conclusion of the Tax Reporting Period for which such Funds were advanced. The City shall pay the amount of such Income Taxes on City Funds (but not the amount of any additional Income Taxes on City Funds that may result from said payment). Any such liability for Income Taxes on City Funds shall be computed by taking into account all items of deductions (including deductible net operating loss carryforwards and carrybacks), credits, exemptions and exclusions from the Income Tax base that are applicable to the computation of the Income Tax on City Funds for the Tax Reporting Period in which a payment is made pursuant to this Agreement; provided, however, that the City shall not be liable

for any interest attributable to or resulting from the late payment of such Income Taxes on City Funds or for any penalties imposed by the taxing jurisdiction.

f. "Operation and Maintenance Costs" do not include:

(1) expenditures for acquisition, construction, demolition, complete replacement, or major rehabilitation or reconstruction of fixed capital equipment, as set forth in Exhibit "B," attached hereto and incorporated herein by this reference; or

(2) expenditures to operate or maintain equipment and methods that are installed as SPDES Upgrades or SPDES Upgrades – I & I work; or

(3) expenditures to operate or maintain equipment and methods that are installed at the WWTP as other work approved by NYCDEP and included on the Final Upgrade Plan, but which are not Regulatory Upgrades. A list of such equipment and methods is attached hereto as Exhibit "C" and incorporated herein by this reference; or

(4) expenditures for the operation, maintenance, repair, or rehabilitation of equipment and methods of the WWTP's treatment train and processes, other than Regulatory Upgrades paid for under this Agreement, whether installed at the WWTP prior to or during the term of this Agreement; or

(5) expenditures for the operation, maintenance or repair of the WWTP's Regulatory Upgrades that are attributable to the willful or grossly negligent acts or omissions to act by the Owner or the Owners' employees, servants, agents, officers or independent contractors, including the WWTP operator, to operate the WWTP in accordance with the WWTP's O & M Manual, good engineering practices, the Watershed Regulations or applicable State or federal law and regulations; or

(6) fines or penalties paid by the Owner arising from the Owner's operation of the WWTP, and the costs of any remedial measures that the Owner is ordered to undertake by a regulatory agency or State or federal court arising out of the operation of the WWTP or Start-up and Performance Testing, other than Allowable Fines and Penalties as defined above; or

(7) expenditures for Shakedown and Start-up and Performance Testing activities that are payable or reimbursable by the City under any contract or agreement other than this Agreement; or

(8) expenditures for Shakedown and Start-up Performance Testing activities, other than those for Regulatory Upgrades.

23. "Operation and Maintenance Manual" or "O&M Manual" means the manual prepared by the Owner pursuant to Section 18-36(a)(4) of the Watershed Regulations.

24. "Other O & M Costs" means O & M Costs less Itemizable Costs, Incremental Costs, and Proportional Costs.

25. "Other Regulatory Upgrades O & M Costs" means the amount equal to the Other O & M Costs multiplied by the ratio of (i) the sum of the Proportional Regulatory Upgrades

Costs, Incremental Regulatory Upgrades Costs, and the Itemizable Regulatory Upgrades Costs to (ii) the sum of the Proportional Costs, Incremental Costs and Itemizable Costs. For the first year of payments under this Agreement, this ratio shall be calculated using the amounts for the items listed above, based on the first year's agreed-upon budget. In subsequent years, the ratio shall be calculated using the amounts for such items based on the most recent reconciliation.

26. "Owner" means the WWTP owner, who is responsible for the Operation and Maintenance of the WWTP.

27. "Party" or "Parties" means the City and/or NYCDEP and the Owner.

28. "Proportional Cost" means the actual costs attributable to each item of Operation and Maintenance Costs for which the Parties have determined that the appropriate allocation of costs attributable to the Regulatory Upgrades will be calculated on a percentage basis. The attached Schedule 1 lists such items and also the agreed-upon percentage attributable to the Regulatory Upgrades for each such item.

29. "Proportional Regulatory Upgrades Cost" means, for each item of Operation and Maintenance Costs identified in Schedule 1 as a Proportional Cost, the amount of such cost attributable to the Regulatory Upgrades, based on the percentages set forth in Schedule 1.

30. "Regulatory Upgrade" or "Regulatory Upgrades" means: 1) the equipment installed and methods of operation instituted at the WWTP and required solely by the Watershed Regulations and 2) the equipment installed and methods of operation instituted that replace existing equipment and methods used at the WWTP to comply with federal or State law at the WWTP in accordance with the Final Upgrade Plan in order to comply with the Watershed Regulations, as well as State or federal law.

31. "Regulatory Upgrades Operation and Maintenance Costs" or "Regulatory Upgrades O & M Costs" means the O & M Costs associated with the Operation and Maintenance of the Regulatory Upgrades. Regulatory Upgrades O & M Costs are the sum of all Incremental Regulatory Upgrades Costs, all Itemizable Regulatory Upgrades Costs, all Proportional Regulatory Upgrades Costs, and Other Regulatory Upgrades O & M Costs, plus Income Taxes on City Funds, Incremental Property Taxes, and Allowable Litigation Costs and Allowable Fines and Penalties, as defined herein.

32. "Shakedown" or "Start-up and Performance Testing" means the testing, pursuant to the Final Upgrade Plan, and in accordance with the equipment manufacturers' recommendations, the consultant engineer's directives, and/or the O&M Manual of treatment and processes, equipment, methods of operation, and materials constructed or installed at the WWTP, following construction, installation, and/or implementation of such treatment and processes, equipment and materials.

33. "SPDES Permit" means the State Pollutant Discharge Elimination System permit issued by the New York State Department of Environmental Conservation pursuant to New York

State Environmental Conservation Law Title 8, Section 17-0801 et seq., requiring the WWTP to meet certain effluent standards and limitations.

34. "SPDES Upgrade" or "SPDES Upgrades" means the equipment installed and methods instituted in accordance with and pursuant to Paragraph 121 of the Watershed MOA for the rehabilitation, replacement or upgrade of equipment that is unreliable, failing or nearing the end of its useful life and is necessary to the treatment process, as agreed upon by NYCDEP and the Owner, but which measures are not required solely by the Watershed Regulations.

35. "SPDES Upgrades – I & P" means the equipment, if any, installed to correct infiltration and inflow ("I and P") problems in accordance with and pursuant to Paragraph 121(c) of the Watershed MOA as agreed upon by NYCDEP and the Owner.

36. "Tax Reporting Period" means the tax year or other applicable period with respect to which any Income Tax on City Funds liability is required to be reported by the Owner and paid under the laws of the relevant taxing jurisdiction.

37. "VENDEX" means the Vendor Information Exchange System of the City of New York.

38. "Wastewater Treatment Plant" or "WWTP" means the WWTP that is being, or has been, upgraded pursuant to the Owner Upgrade Contract and in accordance with the Final Upgrade Plan.

39. "Watershed Regulations" means the Rules and Regulations for the Protection from Contamination, Degradation and Pollution of the New York City Water Supply and its Sources, 10 NYCRR Part 128; 15 RCNY Chapter 18.

Section 1.02 Purpose of Agreement

The purpose of this Agreement is to implement provisions of the Watershed MOA pertaining to the Operation and Maintenance of Regulatory Upgrades to existing WWTPs in the New York City watershed.

The Owner shall operate and maintain Regulatory Upgrades in good repair and operating condition in accordance with good engineering practices, applicable laws and regulations, including the Watershed Regulations, the WWTP's O & M Manual, the recommendations of the manufacturers operating manual(s), to the extent that the operating manual(s) applies to the equipment installed at the WWTP, the WWTP's SPDES Permit, and the terms of this Agreement. The City shall pay the Owner for the actual and reasonable costs that are directly attributable to the Operation and Maintenance of the Regulatory Upgrades, in accordance with the terms of this Agreement and the requirements of the Watershed MOA.

Section 1.03 Duration of the Agreement

A. This Agreement shall be effective when fully executed by the Parties. The City shall begin making payments under this Agreement in the first quarter after the Owner submits written notification to the City that the Owner has completed Start-up and Performance Testing, which shall be twelve months after the Owner's commencement of Start-up and Performance Testing as set forth in the Scope of Engineering Services of the Owner Upgrade Contract ("Commencement Date"). Payment of expenses for operation and maintenance of the Regulatory Upgrades during Start-up and Performance Testing shall be paid by EFC pursuant to the Owner Upgrade Contract.

B. This Agreement shall expire thirty (30) years after the Commencement Date, unless sooner terminated pursuant to Article 10 of this Agreement. For so long as the City continues to have any obligation to pay for any portion of the O & M Costs of the Regulatory Upgrades for the WWTP pursuant to Watershed MOA Paragraph 141(a), this Agreement shall be extended every thirty (30) years for an additional period of thirty (30) years. Extensions of this Agreement will provide for payments, pursuant to MOA Paragraph 141, based on the then-applicable List of Regulatory Upgrades, as that List may be modified from time to time in accordance with Section 1.04 below. Extensions of this Agreement, if any, shall become effective upon execution by the Parties.

C. Neither this Agreement nor Paragraph 141 of the Watershed MOA provides for the City's payment for replacement of capital equipment required at the WWTP pursuant to State, federal or local law or for the O & M of such equipment. The Parties hereby acknowledge the City's obligation pursuant to the Watershed MOA to pay the costs for replacement of capital equipment that is required by the Watershed Regulations and that is not otherwise required at the WWTP pursuant to State, federal or local law and acknowledge their intention to enter into an agreement providing payment for such capital equipment to the extent required by law or valid agreement.

Section 1.04 Updating the List of Regulatory Upgrades

A. The Regulatory Upgrades are included on the List of Regulatory Upgrades, attached hereto as Exhibit "A" and incorporated herein by this reference.

B. At least six (6) months prior to the expiration of each 30-year term of this Agreement, the City will review the List of Regulatory Upgrades for conformity with the requirements of the Watershed Regulations and will update the List accordingly. The City may remove equipment or methods of operation from the List of Regulatory Upgrades if it is not required solely by the Watershed Regulations, but is required by State or federal law. The City shall not remove equipment or methods of operations from the List of Regulatory Upgrades, where state or federal regulations or permits impose new limits as a direct and sole result of the increased treatment capability brought about by the equipment or methods of operations

implemented for compliance with the Watershed Regulations. Using its best efforts, within one hundred twenty (120) days prior to the expiration date, the City will notify the Owner of such change(s) to the List of Regulatory Upgrades and will provide the Owner up to sixty (60) days to provide comments to the City's change(s) to the List of Regulatory Upgrades. The City shall provide the Owner with written notice of such change in the List of Regulatory Upgrades.

C. Prior to the expiration of the term of this Agreement, the City may modify the List of Regulatory Upgrades if an applicable State or federal law or regulation is amended, promulgated or enacted such that the installation of such capital equipment would be required at the WWTP under State or federal law had it not already been installed and not solely because of the Watershed Regulations. The effective date of such removal from the List of Regulatory Upgrades would be the later of: (i) the date set forth in such new or amended State or federal law by which such capital equipment or method of operation must have been installed or implemented at the WWTP and/or (ii) thirty (30) days after the City notifies the Owner of the City's intention to remove equipment or methods of operation from the List of Regulatory Upgrades.

D. Disputes. If the Owner disagrees with any City determination to modify the List of Regulatory Upgrades, such disagreement may be resolved only by a court with jurisdiction to decide matters involving interpretation of this Agreement. The New York State Department of Health shall not have jurisdiction over such a dispute.

E. If the List of Regulatory Upgrades is changed based on Section 1.04(B) or 1.04(C) above, the determination of whether or not the City is required to pay O & M Costs of any equipment and methods shall be based on the federal or State law in effect as of the date that such O & M Costs are incurred.

ARTICLE 2 COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

The Owner hereby covenants and agrees that it shall operate and maintain the Regulatory Upgrades of the WWTP in good repair and operating condition in accordance with the Operation and Maintenance Manual, the recommendations of the manufacturers of the equipment installed at the WWTP, good engineering practices, applicable laws and regulations, including the Watershed Regulations, and the WWTP's SPDES Permit, as well as in accordance with this Agreement.

ARTICLE 3 PAYMENT

Section 3.01 Payment Generally

A. The City shall pay Owner an amount not to exceed \$139,300 in the first year of this Agreement ("budget cap"). In subsequent years, the City shall pay Owner an amount not to exceed the greater of (i) the previous year's budget cap, adjusted to reflect the rate of inflation or deflation, based on the previous year's Consumer Price Index, and (ii) the Regulatory Upgrades

O & M Costs for the WWTP as determined pursuant to Section 3.03 based on the agreed-upon budget for the year in question. (Funds payable under this Agreement are referred to below as "Funds.") The City's annual payments shall be calculated in accordance with the Section 3.02 below and paid in accordance with Section 3.03 below.

To the extent the City disburses funds under this Agreement for Start-up and Performance Testing and/or Operations and Maintenance Costs that have previously been advanced by EFC through the Owner-Upgrade Contract, the Owner agrees to reimburse such funds to EFC immediately upon receipt.

B. In the event that the Owner discovers that the amount(s) budgeted for one or more components of Regulatory Upgrades Operation and Maintenance Costs are insufficient to pay the actual and reasonable costs for such component(s), and that the shortfall will exceed the amount in the Operation and Maintenance Contingency Account during that budget year, the Owner may request an increase in the Funds available for the current year. Such a request must be in writing, as far in advance of the next quarterly payment as practicable, and must set forth: (i) the specific item(s) for which the actual and reasonable costs will exceed the budgeted amount(s); (ii) the amount of the projected shortfall; (iii) when and how the Owner learned of the projected shortfall; (iv) the reason(s) for the projected shortfall; and (v) the reasonable measures taken by the Owner to prevent, eliminate, or reduce the increase from the budgeted amount(s). The City shall not unreasonably deny such a request. Such an adjustment would be reflected in the next quarterly payment following the request.

C. The City shall make payments to the Owner in the form of a check or warrant in the proper amount, made payable to the Owner.

Section 3.02 Calculation of the City's Payments

A. Regulatory Upgrades Operation and Maintenance Costs. The City shall pay the Regulatory Upgrades Operation and Maintenance Costs, calculated in accordance with the provisions of Section 3.01 above, for each year during the term of this Agreement.

B. Revision of Schedule 1.

1. If, during the term of this Agreement, there is a significant change in the WWTP's operation, including significant changes in the treatment process, and the quantity or quality of flow, or if there is a change to the List of Regulatory Upgrades at the initiation of either party hereto, then the baseline set forth in Schedule 1 for Incremental Costs and the percentages set forth in Schedule 1 for Proportional Costs will be recalculated by the City to reflect the actual portion of O & M Costs attributable to the City's obligation to pay Regulatory Upgrades O & M Costs pursuant to the terms hereof. This recalculation will be based on the actual costs incurred, if available, and, if not available, typical costs of operating a wastewater treatment plant in the WWTP's vicinity based on the treatment processes, other than Regulatory Upgrades, and the quality and quantity of the flow at that WWTP after such significant change.

2. For purposes of this Section 3.02(B), "significant change in the WWTP's operation" means a 25% or more increase in the Initial WWTP Flow; a change in the quantity or quality of the flow or a change in or addition of a treatment process that requires the review and approval of the New York State Department of Environmental Conservation under the SPDES permit; or another change that materially affects the cost of operating and maintaining the WWTP.

Either party may initiate a request to change Schedule 1 by sending written notice to the other party. If a request is initiated by the Owner, the City will issue a determination within sixty (60) days of receipt of the written notice. If the Owner disagrees with the recalculation of the baselines and/or percentages in Schedule 1 pursuant to Subsection 3.02(B)(1) above, within sixty (60) days after receipt of the notice of determination, the Owner may serve upon the City the Owner's notice of objection ("Owner's Notice of Objection") and the Owner may pursue any available judicial remedy. If the Owner serves an Owner's Notice of Objection, until the dispute is resolved, the City shall pay to the Owner the Regulatory Upgrades' O & M Costs as if the disputed baselines and/or percentages in Schedule 1 had not been recalculated. If, through a judicial proceeding, the City's recalculation of the baseline and/or percentage is affirmed, the City may deduct the amount of its excess payment(s), plus interest at the rate set forth in Section 5004 of the New York Civil Practice Law and Rules ("CPLR"), from its next payment or subsequent payments to the Owner. Interest shall accrue from the date the payment was made by the City.

Section 3.03 Payment Procedures

Payment of amounts payable to the Owner under this Agreement shall be made as follows:

A. Budget.

1. Annual budget for Operation and Maintenance: Annually, as part of its annual budget process, the Owner will submit a proposed Operation and Maintenance budget for the WWTP to the City on or before May 1 of each year, which annual budget shall estimate the O & M Costs for the following Fiscal Year for each year during the term of this Agreement. Notwithstanding any of the foregoing, the Owner's first such budget will be proposed and submitted at least sixty (60) days prior to the Commencement Date. The first such budget shall cover the period from the Commencement Date through the end of the Fiscal Year in which the Commencement Date occurs, unless such budget period is less than six months, in which case the first such budget shall cover the period from the Commencement Date through the last day of the first full Fiscal Year. The proposed Operation and Maintenance budgets shall reflect the allocations of costs, including the specific percentages and baselines, set forth in Schedule 1.

2. The Owner will transmit to the City the proposed budget, together with such additional information as may be necessary to identify and verify all costs by item.

3. Within thirty (30) days after receipt of the proposed budget, the City will provide any comments and/or objections. If the City provides no comments, the budget is final at the conclusion of the thirty-day period. Upon finalization of the budget, the Owner will send a copy of the final budget together with an invoice to the City in an acceptable form, requesting payment of O & M Costs. The City will make payments quarterly, based on invoices to be rendered at least sixty (60) days before the date of payment, on an annual cycle consistent with the Fiscal Year. (The first payment under this Agreement will be for the period from the Commencement Date until the beginning of the next quarter in the Fiscal Year, in an amount pro-rated based on the actual payment period.) The invoices will set forth the quarterly portion of the final budget and include any Allowable Litigation Costs, as defined above, or Allowable Fines and Penalties, as defined above, incurred during the previous quarter. In the event that the costs of any environmental benefit project that are Allowable Fines and Penalties are capital costs, the City may elect to pay such costs pursuant to the agreement that the Parties shall enter, under which the City will pay for certain capital costs associated with Regulatory Upgrades, as acknowledged in Section 1.03(C) above. The invoices will also set forth any adjustment requested by the Owner and approved by the City pursuant to Section 3.01(B) above.

4. If the City objects to any aspect of the proposed budget which affects its payments as provided for in this Section and those objections are not resolved to the satisfaction of the City in the final budget, the City will file objections within thirty (30) days of its receipt of the invoice ("Notice of Objection"). Any such dispute will be subject to the provisions of Sections 3.05 and 14.09 of this Agreement. The basis for the City's objection will be limited to the following issues:

a. The budget item is unnecessary to fulfill obligations under this Agreement or its cost is unreasonably high; or

b. The charge relates to any item for which the City is not responsible.

5. The City will be responsible for the timely payment of all undisputed costs according to the schedule set forth above regardless of whether it makes an objection to the final budget. In the event that the City disputes the cost of an item for which there is a prior history of payment, the City will make a timely payment of the disputed cost, up to 150% of the previous year's payment for such item. The City will not otherwise pay disputed costs until and unless such disputes are resolved in favor of the Owner.

B. All payments to the Owner under this Agreement shall be placed by the Owner in a separate dedicated account promptly upon receipt by the Owner. To the extent feasible, such accounts shall be interest-bearing.

C. Within sixty (60) days after the end of the Fiscal Year, or within sixty (60) days after the resolution of any dispute affecting the amount of the City's payments as provided for herein, whichever is later, the Owner shall provide the City with a reconciliation statement setting forth the actual O & M Costs paid in the preceding Fiscal Year. This reconciliation

statement will reconcile estimated amounts versus actual costs expended for the preceding year. The Owner may either (a) deduct the total dollar amount of estimated funds advanced by the City, but not spent by the Owner, from the Owner's next invoice to be sent to the City after the reconciliation statement, or (b) reimburse the City for such funds advanced to the Owner but not spent during the previous Fiscal Year for Regulatory Upgrades O & M Costs. In no event shall the City pay Income Taxes on City Funds attributable to the Owner's retention of such unspent, advanced funds paid to the Owner and held after the conclusion of the previous Fiscal Year. In the event that an Owner shall receive a refund of Income Taxes on City Funds with respect to a Tax Reporting Period, the Owner shall promptly pay to the City such refund of Income Taxes on City Funds; such amount shall include any refund interest received by Owner that is attributable to the City's share of the Income Taxes on City Funds being refunded. Any shortfall between the estimated budget and the amount spent on Regulatory Upgrades' Operation and Maintenance may be added to the following Fiscal Year's estimated budget.

D. Notwithstanding the reconciliation provisions of Section 3.03(C) above, during the first three years following the execution of this Agreement, the Owner may provide the City with quarterly reconciliation statements setting forth the actual O & M Costs paid in the preceding quarter. The City shall review such statements in a timely fashion and provide comments to the Owner, in writing. At the Owner's option, the current year's budget may be adjusted based on such quarterly reconciliations, except that any such adjustment that results in an increase in the City's quarterly payments shall be subject to the provisions of Section 3.01(B) above.

E. The Owner shall submit to the City all documentation in support of expenditures under this Agreement as may be required by and at the expense of the City. Upon reasonable notice, the Owner shall make its records with respect to Regulatory Upgrades' Operation and Maintenance of the WWTP available to the City for inspection and/or copying as the City may deem necessary. Adequate documentation to be submitted shall include, but not be limited to, copies of purchase orders, paid bills, canceled checks, certified payroll and machinery use records. The Owner shall provide the City additional documentation at the City's expense to support each invoice as the City reasonably requires.

Section 3.04 Conditions of Payment

A. The City's obligation to pay Regulatory Upgrades O & M Costs is contingent upon the Owner's submission of annual budgets, invoices and reconciliations required to be made under this Agreement, as specified in Sections 3.01, 3.02, and 3.03 above.

B. The Owner shall ensure that Regulatory Upgrades O & M Costs advanced to it and interest earned on such O & M Costs are intended to be used for expenditures incurred in connection with Operation and Maintenance for the Regulatory Upgrades to be performed under this Agreement and in no event shall such funds be used other than for work performed under this Agreement.

C. The Owner will employ generally accepted cash management practices established by the New York State Comptroller, to the extent applicable.

D. If the Owner is in material breach of the terms of this Agreement and such breach is not cured within the time frames set forth in Section 10.01 below, in addition to any other rights or remedies available to it at law or in equity, the City shall be entitled to withhold payments due under this Agreement to the Owner, in an amount that represents the cost to cure the breach and covering any reasonable damages resulting directly from such breach.

E. Except to the extent stated in Section 1.03(C) of this Agreement, this Agreement does not and is not intended to express any opinion as to the liability of the City to pay for the costs that the City is assuming hereunder. Except for the acknowledgement of certain obligations in Subsection 1.03(C), this Agreement shall not be used as an admission or precedent in any other action, proceeding or document, provided that nothing contained in this Section 3.04(E) shall be deemed to affect or limit the provisions of Subsection 1.03(C) hereof.

F. Upon the Parties' agreement to the reconciliation of payments under this Agreement, the Parties agree that such reconciliation shall serve as a general release of any and all actions, causes of action, demands, suits, proceedings, costs, claims, charges (including but not limited to the fees, costs and disbursements for experts, consultants and attorneys), which either party has or may have against the other under this Agreement for any and all Regulatory Upgrades Operation and Maintenance Costs of the WWTP for the period covered by the reconciliation.

Section 3.05 Payment Adjustments

A. In the event of a disagreement concerning any payments or invoices under this Article, the City will be obligated to serve its Notice of Objection as specified in Section 3.03(A)(4) and make payment as specified in 3.03(A)(5). Thereafter, the Parties shall use their best efforts to settle the disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

1. If the Parties do not reach such solution within a period of thirty (30) days from the date of service of the City's Notice of Objection (the "Negotiation Period"), the City may compel the submission of any item or items in dispute to binding arbitration within sixty (60) days thereafter according to the process described below. In no event can the dispute submitted to binding arbitration involve an amount where the disputed portion(s) exceeds fifty thousand dollars (\$50,000) or where an issue of law is involved (disputes involving \$50,000 or less, where no issue of law is involved, being "Eligible Disputes"). With the exceptions noted in the previous sentence, arbitration will be the exclusive legal process for adjusting payments under this Agreement.

2. If the City does not exercise its right to compel binding arbitration within the sixty (60) days after the Negotiation Period, the right to binding arbitration is waived and the

Parties agree that the time to dispute or adjudicate any item or items included in the City's Notice of Objection has expired and the City's objections shall be deemed waived by all Parties.

3. Either Party may exercise any available judicial remedies to resolve a dispute in the event that the dispute cannot be submitted to binding arbitration because it is not an Eligible Dispute or in the event that an arbitrator determines that it is not an Eligible Dispute after it has been submitted for arbitration. In no event shall litigation be commenced during the Negotiation Period. In the event that the dispute is not resolved during the Negotiation Period, the Parties agree that any action or proceeding to resolve the dispute must be commenced, if at all, within one hundred and fifty (150) days after the expiration of the Negotiation Period, or one hundred and fifty (150) days after an arbitrator makes the determination that the dispute is not an Eligible Dispute, as the case may be. The Parties agree that any action commenced beyond that date is untimely and that the time for judicial intervention is exhausted.

B. The City shall exercise its right to arbitration by requesting in writing that the New York State Department of Environmental Conservation appoint an Administrative Law Judge ("ALJ") to act as an Arbitrator to conduct the arbitration and issue a binding determination. Alternatively, if an ALJ is not available, the Parties shall submit to arbitration administered by the American Arbitration Association ("AAA"). Either the ALJ or the individual appointed by the AAA (both hereinafter referred to as the "Arbitrator") shall conduct the arbitration under the version of the AAA Commercial Dispute Resolution Procedures Expedited Procedure Rules then in effect. The City shall notify the other party of such request simultaneously via facsimile and by overnight mail. The request shall state with particularity the nature of, and the dollar amount associated with, the item in question. If the Arbitrator is an ALJ, the arbitration shall take place in the location designated by the ALJ. Otherwise, the arbitration shall take place at NYCDEP's offices in Kingston, New York, for WWTPs located in the West of Hudson watershed, and at NYCDEP's offices in Valhalla, New York, for WWTPs located in the East of Hudson watershed, or at any other location that the Parties may agree to. The Owner's legal and engineering costs associated with such arbitration may be billed to the City as itemizable costs in accordance with Section 3.03 above. The City shall pay the cost, if any, of the Arbitrator and any stenographic record, except that the City reserves the right to request that the Arbitrator reassign all costs, including legal and engineering costs, in the event that the Arbitrator determines that the Owner's position is unreasonable or not based on good faith. Except as provided herein and in Section 14.10, each Party will bear its own costs. The Parties agree that the decision of the Arbitrator is binding upon the Parties.

C. Payment.

1. In the event the City prevails on a disputed item for which it had already made payment, the City may deduct the amount of its excess payment, plus interest at the rate set forth in Section 5004 of the CPLR, from its next payment or subsequent payments to the Owner. Interest shall accrue from the date the payment was made by the City.

2. In the event the Owner prevails on a disputed item for which the City has not made payment, the City will pay so much of the disputed item as has not previously been

paid, plus interest at the rate set forth in Section 5004 of the CPLR, within ninety (90) days of receipt of the Arbitrator's decision. Interest shall accrue from the date the payment would have been paid by the City but for the dispute.

ARTICLE 4 CITY ENFORCEMENT OF WATERSHED REGULATIONS

If the City fails to provide Funds under this Agreement and the City's failure to pay directly and solely causes the Owner to violate any term or provision of the Watershed Regulations requiring Regulatory Upgrades, a permit, including a SPDES permit, or other approval, the City agrees that it will not pursue an enforcement action against the Owner for such violation. Notwithstanding the above, the City's agreement not to pursue an enforcement action shall not apply where the City is in good faith contesting its obligation to pay a request for funds. Nothing in this Article 4 shall prevent the City from pursuing an enforcement action against the Owner for any violation occurring or continuing after the City pays any such amount and after the Owner has had a reasonable period of time to implement the Regulatory Upgrades.

ARTICLE 5 PERSONNEL

Section 5.01 Employees

- A. The Owner and the City agree that the Owner, its employees, agents, contractors, subcontractors and/or consultants are not agents or employees of the City or NYCDEP.
- B. The Owner covenants and agrees that neither it nor its employees, agents, contractors, subcontractors and/or contractors will hold themselves out as, nor claim to be, officers or employees of the City, or of any of its departments, agencies, or units.
- C. All experts, consultants and employees of the Owner who are employed by the Owner to perform work under this Agreement are neither employees of the City by virtue of this Agreement nor under contract to the City for work covered in this Agreement and the City is not responsible for their work, direction, compensation and personal conduct while engaged under this Agreement.
- D. Nothing contained in this Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Owner, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the Owner for the payment of taxes of any nature including, but not limited to, sales taxes, unemployment insurance, workman's compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation. Nothing contained in this Subsection D is intended to preclude such liabilities or costs referenced in this Subsection from being considered as part of the Regulatory Upgrades O & M Costs. Nothing in this Subsection will create or absolve the City of liability that may arise directly or

indirectly from the failure of the City to make the payments that are required pursuant to this Agreement, the MOA. This Subsection will survive any termination of the Agreement.

E. The City is not responsible for any physical injuries or death to the Owner's agents, servants, or employees or to any other person or for damage to any property sustained during its operations or work under this Agreement that result from any act of omission or commission or error in judgment of any of the Owner's officers, trustees, directors, employees, agents, servants, or independent contractors. The Owner shall hold harmless and indemnify the City from liability upon any and all claims for damages on account of such injuries or death to any such person or damages to property on account of any neglect, fault or default of the Owner, its officers, trustees, employees, agents, servants, or independent contractors to the extent set forth in Article 11. The City shall not be responsible for the safety and protection of the Owner's employees, servants, agents or independent contractors.

F. With respect to the work performed hereunder, the Owner and its agents, employees, contractors and subcontractors shall comply with all applicable State, federal and local laws, rules and regulations, including, but not limited to, the Worker's Compensation Law and minimum wage and unemployment insurance requirements of the Labor Law.

Section 5.02 Equal Employment

With respect to the work performed hereunder, the Owner shall abide by all applicable Federal, State and local laws regarding equal employment.

ARTICLE 6 PROCUREMENT OF GOODS AND SERVICES

Section 6.01 Procurement of Work

The Owner shall procure all work not performed by the Owner by soliciting proposals from at least three (3) different persons or entities and selecting a person or entity based on a reasonable combination of experience and proposed cost, except that the Owner does not have to procure work that has a value of less than Twenty Thousand Dollars (\$20,000.00) per twelve-month period in this manner. The Owner may also continue its contract with an operator who was already retained by the Owner prior to the Commencement Date to perform such work at the WWTP, provided such contract sets services at rates that such operators typically charge and that are reasonably comparable to rates charged by other operators at WWTPs with similar treatment processes and flows. The Owner shall provide the City with a complete and correct copy of the proposed procurement subcontracts at the City's request.

Section 6.02 Consultants and Other Subcontractors

A. A contract between the Owner and a subcontractor (the Subcontract) to perform Operation and Maintenance to be paid with Funds provided by the City pursuant to this Agreement shall include the following provisions:

1. A requirement that the subcontractor perform all work in accordance with the terms of this Agreement and the O & M Manual;
2. A requirement that the subcontractor perform all acts to be performed under the Subcontract in compliance with all applicable Federal, State and local laws, rules, regulations, including the Watershed Regulations, orders, and the SPDES Permit;
3. A statement and a requirement that the subcontractor agrees to indemnify the City and assume liability for injuries on the same basis identified in this Agreement, pursuant to Article 11;
4. A statement and requirement that nothing contained in the Subcontract shall create any contractual relationship between the subcontractor and the City;
5. A statement and requirement that nothing contained in the Subcontract shall impair the rights of the City under this Agreement or the Watershed MOA;
6. A statement and requirement that the subcontractor will not engage in any unlawful employment discrimination under the Subcontract based upon race, creed, color, national origin, sex, age, disability, marital status or sexual orientation; and
7. A requirement that subcontractors performing public work within the meaning of Section 220 of the New York State Labor Law pay not less than the prevailing wage to laborers, workmen and mechanics performing such public work pursuant to said Section 220 and comply with all other applicable provisions of said Section 220.

B. The Owner shall take reasonable measures to enforce the foregoing provisions of each Subcontract. Nothing in this Section 6.02 constitutes a guarantee to the City that the Owner's subcontractors will comply with the foregoing provisions. That notwithstanding, the WWTP Owner shall be deemed to have knowledge of a breach of the foregoing provisions of a Subcontract and shall be in default under this Agreement if the Owner fails promptly to cure or cause the Subcontractor to cure such breach in the following circumstances: (i) WWTP Owner knows of the existence of a breach of the foregoing provisions by the Contractor, or (ii) the WWTP Owner, maintaining a level of oversight consistent with that of a similarly situated reasonable business person, should have known of the existence of such breach. However, the Owner is responsible for the performance of the terms of this Agreement, whether they are performed by the Owner or by its subcontractors.

Section 6.03 Background Investigation Compliance for Subcontracts

A. For purposes of this Section 6.03, the following definitions apply:

1. "Affiliate" shall mean an entity in which the parent of the proposed Contractor or Subcontractor owns more than 50 percent voting stock or an entity in which a group of principal owners which owns more than 50 percent of the proposed Contractor or Subcontractor also owns more than 50 percent of the voting stock.

2. "Contract" shall mean any contract for the procurement of labor, materials, equipment or services paid for, in whole or in part with City funds provided pursuant to this Agreement.

3. "Contractor" shall mean a person or entity other than a Governmental Entity, which enters into a Covered Contract with the Owner to perform work at the WWTP.

4. "Covered Contract" shall mean a Contract of \$100,000 or more with a Contractor or Subcontractor, or which is valued at \$100,000 or more when aggregated with the value of all other contracts funded with funds provided by the City awarded to the same Contractor or Subcontractor during the immediately preceding twelve-month period. In determining whether a Contract is a Covered Contract, the Owner shall be entitled to rely on a certificate of the subject Contractor or Subcontractor, except where the Owner has actual knowledge that a Contract is a Covered Contract.

5. "Eligible Contractor" shall mean a Contractor or Subcontractor that has a satisfactory record of business integrity.

6. "Governmental Entity" shall include the State or any political subdivision thereto, any entity described in Section 99-r of the New York General Municipal Law, and any federal, state or local agency, department, board, bureau, public authority or public benefit corporation.

7. "Principal Owner" shall mean an individual, partnership, joint venture or corporation that holds a ten- percent (10%) or greater ownership interest in a proposed Contractor or Subcontractor.

8. "Subcontractor" shall mean any person or entity other than a Governmental Entity that enters into a Covered Contract with a Contractor.

B. A Covered Contract shall not be awarded (or approved in the case of Subcontractors) to persons or entities other than Eligible Contractors. A Contractor or Subcontractor shall be deemed to lack the requisite record of business integrity if any of the following criteria are met within or during the period commencing from ten (10) years prior to completion of the VENDEX Questionnaire through the date of determination:

1. Criminal conduct in connection with government contracts or the conduct of business activities involving: (a) the infliction, attempted infliction, or threat of death, intentional personal injury, or intentional property damage in connection with involvement in a pattern of racketeering, labor racketeering, extortion, obstruction of justice, or other comparable crimes; (b) bribery, fraud, bid rigging, embezzlement, theft, perjury, forgery, or other comparable crimes; (c) serious moral turpitude, fundamental lack of integrity, or a pattern or practice of a knowing disregard for the law so as to call into question the integrity of the proposed Contractor or Subcontractor; or (d) conspiracy to do any of the above acts. Evidence of such conduct shall consist of (a)(1) a judgment of conviction, (2) a pending criminal indictment, (3) a formal grant of immunity in connection with a criminal prosecution, in each

case of a proposed Contractor or Subcontractor, any director or officer, any principal, and any employee primarily responsible for contracting procedures, or any holder of five percent (5%) or more of the shares or equity of the proposed Contractor or Subcontractor, or any affiliate or subsidiary of the proposed Contractor or Subcontractor; or (b) any ongoing criminal investigation by a law enforcement agency in which the proposed Contractor or Subcontractor, any director or officer, any principal, employee primarily responsible for contracting procedures, or any holder of five percent (5%) or more of the shares or equity of the proposed Contractor or Subcontractor, or any affiliate of the proposed Contractor or Subcontractor is a target.

2. An actual determination by a person or entity which has jurisdiction of a willful noncompliance with the prevailing wage requirements of Section 220 of the Labor Law, by the proposed Contractor or Subcontractor, or any affiliate thereof.

3. An actual determination by a person or entity, which has jurisdiction of a significant willful violation of the Workers' Compensation Law, including but not limited to, the failure to maintain required workers' compensation or disability coverage.

4. An actual determination by a person or entity which has jurisdiction of a submission by the proposed Contractor or Subcontractor to a government agency of a false or misleading statement on a uniform questionnaire or other form, in connection with a bid or proposal for or award of a contract or request for approval of a subcontractor.

5. A conviction or judgment of civil liability against the Proposed Contractor or Subcontractor for fraud in connection with a bid or proposal for or award of a contract or request for approval of a Subcontractor.

6. Debarment or current suspension of the proposed Contractor or Subcontractor for reasons of business integrity from consideration for the award of contracts with a government, Governmental Entity or public authority pursuant to any procedure enacted by statute or adopted by regulation, providing for notice and hearing.

7. Arrears for more than one (1) year on income, sales or payroll taxes, unless such person is in good faith disputing such payments with the appropriate taxing authority.

C. Before any Covered Contract is awarded to a Contractor (or approved in the case of a Subcontractor), the Owner shall require the proposed Contractor or Subcontractor to complete the appropriate VENDEX questionnaire, or such revised standard VENDEX questionnaire as the City provides from time to time. The Owner shall also require that the proposed Contractor or Subcontractor submit the completed VENDEX questionnaire to the City by first class mail at least thirty-five (35) days before the Covered Contract is awarded (or approved) to the following address: NYCDEP, 59-17 Junction Boulevard, 18th Floor, Flushing, New York 11373, Attention: Agency Chief Contracting Officer ("ACCO"). The ACCO shall be the contact person for the City who shall provide information during regular business hours as to whether the City has received a particular VENDEX questionnaire and the status of the City's

review of such questionnaire. Within five (5) business days of receiving a VENDEX questionnaire, the City shall notify the Owner if the VENDEX questionnaire is not complete. If the City fails to notify the Owner within such five (5) business day period, the VENDEX questionnaire shall be deemed complete. Within thirty-five (35) days of receiving the VENDEX questionnaire, the City may provide a report indicating whether any of the criteria of Subsection B are met, including an explanation of the non-confidential evidence that such criteria are met. If the report states in fact that such criteria are met, the Contractor or Subcontractor will be deemed not to be an Eligible Contractor unless the City and Owner agree that the Contractor possesses a satisfactory record of business integrity.

D. Even if the Contractor or Subcontractor does not meet the criteria set forth in Subsection B, the City may provide the Owner with information within the thirty-five (35) day period set forth in Subsection C which may be relevant to the question of whether a proposed Contractor or Subcontractor for a Covered Contract has a satisfactory record of business integrity. Before awarding the Contract or approving a Subcontract for a Covered Contract, the Owner shall receive and consider such information provided by the City. If after receiving and considering such information, the Owner intends to proceed to award the Covered Contract to such Contractor or approve such Subcontractor, before making such award, the Owner shall respond in writing to any such information provided by the City. If the Owner intends to award the Covered Contract and if the City and the Owner continue to disagree, the Owner shall refer the issue to the Executive Committee of the Watershed Protection and Partnership Council for a recommendation. The Executive Committee shall be given the information provided to the Owner by the City, the Owner's written response, and any additional written material that the City or the Owner desires to submit. The Executive Committee shall have fifteen (15) days in which to issue a recommendation as to whether a proposed Contractor or Subcontractor has a satisfactory record of business integrity. The Owner shall make a determination whether to award the Covered Contract to the proposed Contractor or Subcontractor after one of the following, whichever is applicable: (1) the Executive Committee fails to make a recommendation within fifteen (15) days allotted for Executive Committee review; or (2) the Owner reviews any recommendation made by the Executive Committee.

E. If no report referred to in Subsection C or no information referred to in Subsection D is received from the City within the thirty-five (35) day period following the submission of a VENDEX questionnaire as provided in Subsection C, the Contractor or Subcontractor may be deemed to be an Eligible Contractor for purposes of this Subsection.

F. The City shall not use this Section as a means of restricting the selection or approval of an Eligible Contractor or Subcontractor over another Eligible Contractor or Subcontractor, or the decision that one project be undertaken instead of another. The report shall be based solely on the criteria set forth in Subsection B, and shall not be based on other factors including, without limitation, financial resources, technical qualifications, experience, organization, material, equipment, facilities, personnel resources and expertise, a satisfactory record of performance, the existence of accounting and auditing procedures, or compliance with requirements for the utilization of small, minority-owned and women-owned businesses as

subcontractors; provided that the City shall be entitled to review and rely upon any facts and circumstances relevant to the criteria set forth in Subsection B.

G. In addition to and not in limitation of the indemnification provision in Article 11, at the Owner's request, the City shall defend, indemnify and hold harmless the Owner, its officers, agents and employees from and against any liability, damage, claims, demands, costs, judgments, fees, attorneys fees or loss arising directly or indirectly out of a determination with respect to a Covered Contract pursuant to this Section, including, the requirements that Contractors and Subcontractors complete and submit the VENDEX questionnaire and meet the criteria in Subsection B, the requirement of submitting disputes to the Executive Committee in Subsection D, the report or other information provided by the City to the Owner; and any other dissemination of the information provided by the City necessary to comply with this Section. The Owner agrees to cooperate with and provide reasonable assistance to the City in defending any actions or claims that the City has undertaken to defend pursuant to this Subsection 6.03(G).

ARTICLE 7 TRAINING

The Owner agrees that to the maximum extent possible, in the acquisition of the Regulatory Upgrades and appurtenances pursuant to the Owner Upgrade Contract, the Owner shall require that training shall be provided by the applicable vendor or manufacturer of such Regulatory Upgrades. The Owner shall require that training shall be provided in accordance with the scope of work that is set forth in the Owner Upgrade Contract. Charges for any supplemental training associated with the Regulatory Upgrades must be pre-approved by NYCDEP. Payment of such charges shall not be unreasonably withheld by the City.

ARTICLE 8 INSPECTION

The Owner agrees to allow the City reasonable access to the WWTP during hours when Owner's employees, servants, agents or independent contractors who operate the WWTP or represent the Owner are present to permit inspection and observation of Operation and Maintenance of the WWTP for the purpose of establishing compliance with this Agreement, the Watershed Regulations and the WWTP's SPDES Permit. The Owner may require the City to provide reasonable notice prior to such inspection and observation and to comply with all security, health and safety procedures. The Owner also agrees to allow the City reasonable access to the WWTP during hours when Owner's employees, servants, agents or independent contractors who operate the WWTP or represent the Owner are present in order for the City to take samples of the effluent from the WWTP. Nothing in this Agreement shall affect the City's authority under other applicable laws or regulations.

ARTICLE 9 RECORDS AND REPORTS

Section 9.01 General

The Owner agrees that a copy of any and all non-privileged written materials and documents that are prepared pursuant to this Agreement shall be forwarded to the City upon reasonable request. The City shall have the right to use all non-privileged and non-confidential written materials, documents and information that are gathered or prepared pursuant to this Agreement for any reasonable purpose deemed reasonably appropriate by the City.

Section 9.02 Maintenance of Records

The Owner shall maintain complete and accurate records in readily accessible files of all of its activities in connection with this Agreement. Such records shall include, but are not limited to, records indicating the dates of all maintenance activities at the WWTP required by the O&M Manual and/or the SPDES permit, and financial records detailing the receipt, management, and disbursement of all funds provided pursuant to this Agreement. The Owner shall maintain all records relating to this Agreement for a period of at least seven (7) years after the generation of the document.

Section 9.03 Audit and Inspection

- A. All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or invoices are based are subject to audit by the State, including the State Comptroller, and the City, including the City Comptroller, pursuant to the powers and responsibilities as conferred by State and/or City law, including Section 93 of the City Charter.
- B. The Owner shall prepare and maintain any and all documentation and justification in support of expenditures or fees under this Agreement in accordance with generally accepted business practices and shall make such documentation available to the State, including the State Comptroller, and the City, including the City Comptroller, as the State and City requesting such documentation consider necessary.
- C. This Section 9.03 shall survive expiration of this Agreement.

Section 9.04 Annual Reports

Within sixty (60) calendar days after the end of each Fiscal Year, the Owner shall submit to the City reports with respect to the continued implementation of this Agreement. Such annual reports will cover the following items: (1) any unanticipated Operation or Maintenance problems arising during the preceding year and measures taken to address such problems; (2) any violations of the WWTP's SPDES Permit during the preceding year and measures taken to address such violations; (3) any recommendations for changes to the WWTP's Operation and Maintenance Manual and the reasons therefor; (4) any foreseeable, unusual, and large Operation

and Maintenance expenses anticipated for the upcoming year; and (5) any other matters that the Owner and the City shall hereafter agree upon for inclusion in such reports. To the extent that there are annual reporting requirements for any other State, federal or local agency regarding the operation of the WWTP, such reports shall also be submitted to the City in a timely fashion.

Section 9.05 Insurance Coverage

Prior to the Commencement Date, the WWTP Owner shall obtain insurance of the kind and amount set forth in the Insurance Specifications, which are annexed to this Agreement as Exhibit D. The WWTP Owner shall insure that any Consultant, Contractor and/or Subcontractor retained by the WWTP Owner shall have insurance in an amount and scope sufficient to protect the interests of the City and the WWTP Owner, the kind and amount of which are also set forth in the Insurance Specifications, annexed to this Agreement as Exhibit D. No later than the beginning of each Fiscal Year, the Owner shall provide documentation of all insurance policies to be held by the Owner and the Owner's Contractor, Consultant, and Subcontractor, including a contract WWTP operator, in a form acceptable to the City, in order to confirm that the Owner and the Contractor, Consultant and/or Subcontractor continue to maintain said insurance throughout the term of this Agreement. The documentation will be accompanied by a request that the City determine that the coverages comply with the Insurance Specifications. The City will respond to this request within 90 days either by determining that the coverages comply with the Insurance Specifications or by specifying the ways in which the insurance policies need to be supplemented. The Owner's coverage and coverage of the Owner's Contractor, Consultant and/or Subcontractor will be deemed to meet the Insurance Specification when the City confirms that in writing or fails to respond within ninety (90) days after receipt of a request from the Owner. The City shall not unreasonably withhold a determination that the coverages meet the Insurance Specifications. The City shall be named as an additional insured on all such policies.

ARTICLE 10

DEFAULT, SUSPENSION OR TERMINATION

Section 10.01 Default; Termination Upon Occurrence of Certain Events

A. In the event either party defaults in the observance or performance of any material term of this Agreement, and such default continues for more than thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party, such non-defaulting party may (in addition to any other remedies available at law or in equity) terminate this Agreement on not less than ten (10) days prior written notice to the defaulting party. If a material breach of this Agreement cannot reasonably be cured within thirty (30) days after receipt by the defaulting party of such notice, the non-defaulting party may not terminate this Agreement if the defaulting party commences appropriate actions to cure the breach prior to the end of such thirty day period and thereafter diligently pursues all reasonable measures to cure the breach.

B. For purposes of this Agreement, "default" includes, but is not limited to, failure to retain during the term of this Agreement an operator with the proper level of State certification to

be responsible for the WWTP in accordance with the SPDES Permit and applicable State and federal law; failure to operate the WWTP with the staffing levels required by State law and regulation and applicable State and federal technical guidance during the term of this Agreement; willful or grossly negligent commission of acts or omission of acts by the Owner or the Owner's employees, servants, agents or independent contractors, including the WWTP's operator, that result in additional O & M of the WWTP or replacement of the Regulatory Upgrades or other equipment of the WWTP.

C. Either Party may terminate this Agreement on not less than ten (10) days prior written notice to the other Party, after the occurrence of any of the following events:

1. the Owner permanently ceases to operate the WWTP; or
2. the City's obligations under the Watershed MOA are modified, and the Parties enter into another agreement satisfying any obligations the City may continue to have under the MOA, any successor agreement, with respect to the subject matter hereof; or
3. all equipment has been removed from the List of Regulatory Upgrades in accordance with the provisions of Section 1.04 hereof.

Section 10.02 Termination Procedures

If either Party terminates this Agreement pursuant to Section 10.01, the following procedures shall be followed:

A. City's Termination.

1. In the event of termination by the City pursuant to Section 10.01, the City shall not be responsible for any obligations under this Agreement from the date on which the Owner receives written notice of the termination from the City pursuant to Section 10.01. Any obligation necessarily incurred by the Owner in good faith on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by the City in accordance with the terms of this Agreement.

2. Nothing in this Subsection or Section 10.01 shall be deemed to excuse the Owner from continuing to operate and maintain the WWTP in compliance with applicable laws, rules, or regulations pertaining to the WWTP, notwithstanding termination of this Agreement by the City.

3. The City's termination of this Agreement does not affect any obligation the City may have under the Watershed MOA, to fund Operation and Maintenance Costs relating to Operation and Maintenance of the Regulatory Upgrades at the WWTP.

B. Owner's Termination. If the Owner should terminate this Agreement pursuant to Section 10.01, the termination shall in no way relieve the Owner from complying with any and all applicable laws, rules, and regulations pertaining to the WWTP. The Owner's termination of

this Agreement does not affect any obligation the City may have, under the Watershed MOA or under PHL § 1104, to fund Regulatory Upgrades Operation and Maintenance Costs.

C. Upon termination, the Owner shall deliver to the City a final invoice within sixty (60) days of the expiration or termination of this Agreement, covering all eligible Operation and Maintenance Costs incurred by the Owner in good faith prior to the effective date of the City's notice of termination of this Agreement, and not covered by previous invoices submitted. Any remaining Funds shall be returned to the City within thirty (30) days of the date of termination.

Section 10.03 Force Majeure

In the event the City or the Owner cannot comply with the terms and conditions of this Agreement because of an act of God, war, strike or other condition as to which conduct the City or the Owner (as the case may be) was not the proximate cause, the City's or the Owner's performance under this Agreement may be excused or delayed provided that, within ten (10) days of obtaining knowledge of the effect of such condition, the Party asserting the force majeure notifies the other Party by written notice: 1) identifying the condition, 2) estimating its effect on compliance with the terms and conditions of this Agreement, and 3) requesting an appropriate extension of the relevant terms and conditions of this Agreement. If the nature of the Force Majeure is such that the Party asserting it cannot give written notice to the other Party within ten (10) days, that period may be extended for so long as that Party remains unable to provide written notice, up to a maximum of sixty (60) days. The Party seeking such extension shall make its best efforts to provide for alternate arrangements to fulfill the terms and conditions of this Agreement.

ARTICLE 11 INDEMNIFICATION

The Parties agree to indemnify each other and save each other harmless from all claims, liabilities, losses or expenses of every character whatsoever for bodily injury, including death, and/or damage to real or tangible personal property, where such injury or damage is the result of the indemnifying Party's negligence or willful tort occurring while working on activities relating to this Agreement. In the event such injury or damage is caused by the combined negligence of the Parties, each Party shall be responsible for its relative culpability. Any indemnification by the City shall be strictly in excess of any and all insurance coverage carried by the Owner and the Owner's contract operator, if any.

ARTICLE 12 INVESTIGATIONS

The Owner agrees to cooperate fully and faithfully with any investigation, audit or inquiry relating to the subject matter of this Agreement conducted by a State of New York or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, contract, lease,
O&M Agreement – Private WWTP

permit or license that is the subject of an investigation, audit or inquiry. Any breach or violation of the foregoing may be deemed a breach or violation of a material provision of this Agreement.

ARTICLE 13 REPRESENTATIONS AND WARRANTIES

Section 13.01 Representations and Warranties of the Owner

The Owner represents and warrants that:

- A. The Owner has all requisite power and authority to execute, deliver and perform this Agreement.
- B. This Agreement has been duly authorized by all necessary action on the part of the Owner and has been duly executed and delivered by the Owner and, assuming due execution and delivery by the City, constitutes a legal, valid, binding and enforceable obligation of the Owner.
- C. The execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of, or default under, any statute, indenture, mortgage, deed of trust or other agreement or instrument to which the Owner is bound, or to the knowledge of the Owner, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Owner or any of its activities or properties.
- D. Acceptance of Funds hereunder shall be deemed at such time a reaffirmation of the representation and warranties hereof.

Section 13.02 Representations and Warranties of the City and NYCDEP

- A. The City has all requisite power and authority to execute, deliver and perform this Agreement. NYCDEP is a validly authorized and existing agency of the City, with full right and power to execute, deliver and perform its obligations under this Agreement.
- B. The execution, delivery and performance by the City and NYCDEP of this Agreement are within the powers of the City and NYCDEP, have been duly authorized by all necessary action by or in respect of, or filing with, any governmental body, agency or official. The City and NYCDEP also represent that they have complied with all applicable laws in connection with the execution, delivery and performance of this Agreement.
- C. The execution and delivery of this Agreement by the City and NYCDEP, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of, or default under, any provision of applicable law, charter, ordinance or regulation or, to the extent of the City's knowledge, of any material agreement, judgment, injunction, order, decree or other instrument binding upon the City or NYCDEP.

ARTICLE 14
MISCELLANEOUS PROVISIONS

Section 14.01 Severability

If any term or provision of this Agreement or the application thereof shall be held invalid, illegal or unenforceable in any respect, then such term or provision shall be ignored. To the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision, and the validity, legality and enforceability of all other terms and provisions and applications hereof shall not be affected or impaired in any way.

Section 14.02 Compliance with the Law

The Owner agrees that all acts to be performed by it in connection with this Agreement shall be performed in compliance with all applicable federal, State and local laws, rules, regulations and orders, including the State Environmental Quality Review Act and the Watershed Regulations.

Section 14.03 Assignment or Other Disposition of the Agreement

- A. The Owner agrees to notify NYCDEP at least thirty (30) days prior to any assignment, transfer, conveyance, sublet or other disposition of this Agreement or any part thereof, or of its right, title, or interest therein, to another person, company, corporation or governmental entity.
- B. Such assignment, transfer, conveyance, sublet or other disposition of this Agreement shall be effective only upon execution of an agreement between the City and the assignee, in form and substance satisfactory to the City, in which the assignee expressly agrees to assume, perform and be bound by all of the liabilities and obligations of the Owner hereunder. The City shall not unreasonably withhold its consent to such an assignment.
- C. Notwithstanding this Section 14.03, the Owner may retain and employ subcontractors to assist in performing Operation and Maintenance services at the WWTP hereunder subject to the limitations and restrictions on subcontractors set forth in Article 6 of this Agreement.
- D. Nothing in this Section affects the City's obligations under Paragraph 143 of the Watershed MOA or under PHL Section 1104, where applicable.

Section 14.04 Modification

This Agreement may not be modified or amended except by an instrument in writing signed by both of the Parties hereto. This Agreement may not be modified or amended orally.

Section 14.05 Notification

A. Unless otherwise expressly provided in this Agreement, any notice from one Party to the other Party that is required or permitted to be given hereunder shall be in writing and shall be delivered by ordinary mail, which shall be by first class mail, postage prepaid, to the following addresses:

If to NYCDEP:

New York City Department of Environmental Protection
465 Columbus Avenue
Valhalla, New York 10595
Attention: Deputy Commissioner, Bureau of Water Supply

with a copy to:

New York City Department of Environmental Protection
59-17 Junction Boulevard, 19th Floor
Flushing, New York 11373
Attention: General Counsel

If to the Owner:

Westchester Exclusive Management Co., Inc.
Suite 4A
2 Stowe Road
Peekskill, New York 10566
Attention: Diann Praetorius, CEO

with copy to :

Keogh Timko & Moses, LLP
One North Broadway, Suite 412
White Plains, New York 10601

B. At any time, either Party may designate a new address for the receipt of notices by providing written notice of such new address to the other Party, in the manner specified in Subsection 14.05(A) above.

C. Notices sent to the other Party in accordance with this Section 14.05 shall be deemed to be delivered when sent.

Section 14.06 Claims or Actions

A. No director, officer, employee, agent or other person authorized to act on behalf of the City shall have any personal liability in connection with this Agreement or in connection with any failure of the City to perform its obligations hereunder. If the Owner is a municipal, business, or public benefit corporation, no director, officer, employee, agent or other person authorized to act on behalf of the Owner shall have any personal liability in connection with this Agreement or in connection with any failure of the Owner to perform its obligations hereunder.

B. Upon the initiation by a Party or service upon a Party of any claim, legal action or proceeding in connection with or relating to this Agreement, that Party will provide written notice to the other Party within ten (10) business days of such initiation or receipt of service. In the event any claim is made or any legal action or proceeding is brought that relates in any way to this Agreement (except an action brought by one Party against the other Party), the Parties shall diligently render to each other, any and all assistance which may be necessary to prosecute or defend such action or claim.

C. Additionally, as soon as is practicable, the Owner shall also report to the City all potential claims related to the Operation and Maintenance of the Regulatory Upgrades.

Section 14.07 No Third Party Beneficiary

This Agreement is not intended to create any benefit or interest in any third party.

Section 14.08 Cooperation

The Parties acknowledge and agree that during the term of this Agreement they will provide each other promptly with all documentation, reports, and information that may be necessary to carry out their respective obligations under this Agreement. Nothing in this Agreement shall be deemed as consent by, or an obligation of, either Party to provide documents or information protected by, or to waive, the attorney-client privilege or attorney-work product privilege.

Section 14.09 Dispute Resolution

A. The dispute resolution procedures in Section 3.05 of this Agreement shall be the exclusive procedures for Eligible Disputes under this Agreement. For any other disputes arising under this Agreement, the Parties may use the procedures provided in Paragraph 177 of the Watershed MOA or any other procedures allowable by applicable law.

B. Except as specifically provided for resolving Eligible Disputes, nothing in this Section 14.09 will be interpreted as a condition precedent to filing a civil action for breach of contract or any other remedy.

Section 14.10 Civil Litigation

A. In any civil litigation brought by the Owner against the City based on the City's alleged breach of this Agreement, the Owner will be entitled to recovery of its reasonable attorney's fees from the City in the event the Owner substantially prevails.

B. The Parties acknowledge that this Section does not create, or absolve the City from, any liability it might otherwise have for reimbursement of attorney's fees, fines, penalties or other costs in the event that the Owner is sued by a third party in connection with violations of the WWTP's SPDES permit or otherwise in connection with the operation and maintenance of the WWTP. The City does not believe that it would be liable for such reimbursement, even in the event that the Owner substantially prevailed in a defense that such violations were caused solely by the City's failure to make payments under this Agreement. The Owner reserves the right to make a claim for such reimbursement in State court or in any other forum with jurisdiction.

C. Income Taxes on City Funds.

1. Audits and Examinations. In the event that the Owner is notified that a taxing jurisdiction will commence an audit or examination ("Audit") to determine the amount of income taxes for any Tax Reporting Period in which Funds have been made pursuant to this Agreement and the Owner intends to seek additional City Funds for any additional payment of income taxes on City Funds as a result of such Audit, the Owner shall notify the City within five (5) days from the date of receipt of such notice, and provide a copy of such Audit notice. If the Owner fails to provide such notice to the City, the City shall not be responsible for any payments of taxes arising or resulting from said Audit. The Owner shall permit the City to fully participate in such Audit, including attendance at all meetings and teleconferences and receipt of all correspondence pertaining to the Audit. The Owner must obtain prior approval from the City of any settlement of the Owner's liability for Income Taxes on City Funds for any Tax Reporting Period in which a payment was made pursuant to this Agreement.

2. Tax Rulings. At any time and at its sole discretion, the City may require the Owner to seek a ruling or determination ("Ruling") from a taxing jurisdiction concerning the tax consequences to the Owner of payments of City Funds. The City may require the Owner to obtain a qualified tax representative, approved in advance by the City, the actual and reasonable costs of which the City shall pay pursuant to this Agreement as Itemizable Costs, to handle all matters in connection with the Ruling request and Ruling. The City shall fully participate in the Ruling request, including but not limited to, prior review and approval of all written correspondence from the Owner or its representative, including the Owner's Ruling request, and notification of all communications from the taxing jurisdiction to the Owner or its representative in connection with such Ruling request and Ruling.

3. Income Tax Notices. If the Owner intends to seek additional payments from the City for Income Taxes on City Funds based on receipt of a proposed determination of the Owner's liability for Income Taxes on City Funds for a Tax Reporting Period in which a

payment has been made pursuant to this Agreement, including a "notice of determination," "notice of deficiency," "notice of tax due," and "notice of disallowance of refund" from a taxing jurisdiction ("Notice"), the Owner shall deliver such Notice to the City within five (5) days of receipt of such Notice. If the Owner fails to provide such notice to the City as set forth above, the City shall not be responsible for any payments of taxes arising or resulting from said Notice or determination.

a. The Owner shall take all actions necessary to timely protest the proposed determination in such Notice in accordance with the requirements of such taxing jurisdiction, including, but not limited to, retaining qualified representation, the actual and reasonable costs of which services the City shall pay pursuant to this Agreement as Itemizable Costs, filing a timely protest of the determination, and diligently prosecuting the protest of such proposed determination. At its sole discretion, the City may participate in the preparation of the protest.

b. Also at its sole discretion, the City may participate in the protest and/or litigation of the determination set forth in the Notice. The City shall notify the Owner of its intention to participate prior to issuance of a final, non-appealable determination against the Owner. The Owner shall notify the City of all conferences, depositions, and other pre-trial/hearing meetings at which counsel or other representative of the taxing jurisdiction is present, and the City may attend such meetings and shall be duly authorized by the Owner to participate in such meetings. The Owner must obtain the City's prior approval of any settlement of the determination that could affect Income Taxes on City Funds by the taxing jurisdiction for a Tax Reporting Period in which a payment has been made pursuant to this Agreement.

c. The City shall fully participate in any litigation in connection with protest of the Notice. The City's participation shall include the review and prior approval of all pleadings, motions, memoranda of law and other papers filed in connection with such an action or proceeding, and approval of the litigation strategy in connection with prosecuting such protest.

d. If the Owner receives a notice of an income tax refund, a portion of which tax refund is attributable to Income Taxes on City Funds, the Owner shall reimburse the City in accordance with the reconciliation provisions of Section 3.03 above upon receipt of such tax refund.

D. Real Property Taxes. In the event that the City determines that the taxing jurisdiction's assessment of real property taxes for the value of the Regulatory Upgrades is excessive, unequal or unlawful, or that the property is misclassified, the City may bring an action to challenge such assessment either in its own name or in the name of the Owner. In either case, the Corporation Counsel of the City of New York shall be counsel of record for the proceeding. The Owner shall cooperate fully with counsel for the City in any action brought by the City to challenge a real property tax assessment. In addition, in the event that the Owner independently initiates a proceeding challenging an assessment of the real property taxes in connection with property on which any portion of the WWTP or its equipment is located, the Owner shall not

object to the City's intervening in such proceeding, should the City decide in its sole discretion to intervene, and the Owner shall cooperate fully with counsel for the City in such proceeding.

Section 14.11 Miscellaneous

A. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. To the fullest extent permitted by law, the Parties consent to the jurisdiction of the Supreme Court of the State of New York for disputes arising from this Agreement.

B. With the exception of the Watershed MOA, this Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof. In the event of a conflict between the terms of this Agreement and the Watershed MOA, the terms of the Watershed MOA shall govern. Other than the Watershed MOA, this Agreement supersedes all prior agreements with respect to the subject matter hereof, whether written or oral. Except for the foregoing, by entering into this Agreement, the WWTP Owner accepts all of the terms and conditions of this Agreement as governing its rights and obligations.

C. This Agreement may be executed in counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

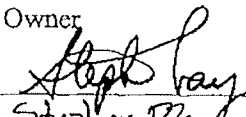
D. The titles of sections and subsections of this Agreement have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provision herein. All references herein to the singular shall include the plural, and vice versa.

E. Neither the failure of either Party to exercise any power given such Party hereunder, or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

IN WITNESS WHEREOF the Commissioner of Department of Environmental Protection on behalf of the City and the authorized representative of the Owner, have executed this Agreement, in quadruplicate, three parts to be retained by the Department of Environmental Protection and one part to be delivered to the Owner.

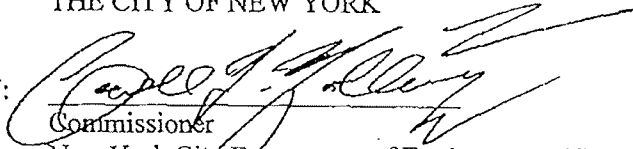
For the Owner

BY:

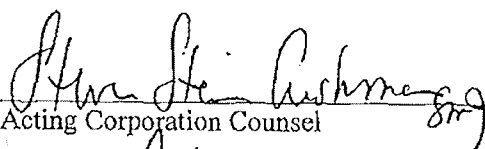

Stephen May, President Bd of Mgrs

For THE CITY OF NEW YORK

BY:


Commissioner
New York City Department of Environmental Protection

Approved as to Form and Certified as to Legal Authority
by Standard Type of Class:


Acting Corporation Counsel

Dated: October 16, 2008

ACKNOWLEDGEMENTS

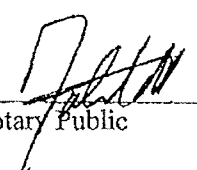
STATE OF NEW YORK :
COUNTY OF QUEENS : ss.

On this _____ day of _____, 20____, before me personally came _____ to me known, who being by me duly sworn did depose and say that he is the Commissioner of the Department of Environmental Protection of the City of New York, the individual described herein and who executed the foregoing instrument, and that he signed his name thereto as authorized by said municipal corporation.

Notary Public

STATE OF NEW YORK :
COUNTY OF Rutland : ss.

On this 25 day of April, 2011, before me personally came Stephen May to me known, who, being by me duly sworn, did depose and say that he/she is the President of the Bd of Mgrs of Society Hill @ Millers Pond, the corporation or partnership described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by the authority of said corporation or partnership.



Notary Public

JONATHAN S. MOSES
Notary Public, State of New York
No.: 02MO5013684
Qualified in Westchester County
Commission Expires: July 15, 2011

ACKNOWLEDGEMENTS

STATE OF NEW YORK :
COUNTY OF QUEENS : ss.

On this 20 day of June, 20 11, before me personally came Council F. Holloway to me known, who being by me duly sworn did depose and say that he is the Commissioner of the Department of Environmental Protection of the City of New York, the individual described herein and who executed the foregoing instrument, and that he signed his name thereto as authorized by said municipal corporation.

Melissa S. Siegel
Notary Public

MELISSA S. SIEGEL
Notary Public, State of New York
No. 02SI4832255
Qualified In Queens County
Commission Expires July 31, 2013

STATE OF NEW YORK :
COUNTY OF _____: ss.

On this _____ day of _____, 20 _____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of the _____, the corporation or partnership described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by the authority of said corporation or partnership.

Notary Public

Exhibit A
List of Regulatory Upgrades

Society Hill Condominiums
Wastewater Treatment Facility

<u>Requirement</u>	<u>Equipment or Method</u>
Phosphorus removal	Pre-existing Alum Feed System
Sand Filtration	Pre-existing
Disinfection	Pre-existing
Micro or equivalent	Siemens Memcor Microfiltration
Standby power	Natural Gas Generator
Power alarm	Connected to Autodialer
Auto start-up	Automatic Transfer Switch
Disinfection backup	Redundant Sodium Hypochlorite System
Disinfection backup startup	Automatic Switchover
Backup sand filtration	Pre-Existing 2 cells, each rated for 100 percent plant rated capacity
Recording flow meters	Magnetic Flowmeter
Alarm telemetering	Common Alarm Panel w/Autodialer

Exhibit B

Fixed Capital Equipment Chart

The following tables detail the eligibility of replacement and/or repair of capital equipment. The tables are as follows:

Table 1 - Table 1 includes items which generally may not be replaced with O&M funds from NYCDEP. This Table includes numerous exceptions, generally with regard to emergency repairs or routine maintenance. When one of these exceptions is met, NYCDEP approval is not required prior to the commencement of work.

Table 2A - Table 2A is similar to Table 1, but with additional criteria for exceptions. These criteria include NYCDEP approval and, if the replacement occurs more than 30 years after startup of the upgrade equipment, a review for cost effectiveness prior to initiating the work.

Table 2B - Table 2B is similar to Table 2A. In this Table, the exceptions allow replacement, possibly without a review for cost effectiveness, for malfunctioning, unsafe, unreliable, etc. equipment. As with Table 2A, NYCDEP approval is required prior to initiating the work.

Table 2C - Table 2C includes items that may be replaced with O&M funds from NYCDEP at any time, provided that the item has become obsolete and NYCDEP approval is obtained.

The items listed in the left columns of the following tables identify the widest range of items that may have been installed at the WWTP pursuant to the Regulatory Upgrade Program. Thus, the lists include more items than may have been installed as part of any individual WWTP upgrade. For each WWTP, only those items installed at the WWTP with funds from the WWTP Regulatory Upgrade Program are eligible for replacement and/or repair as described in the tables.

Table 1. Strict Capital Expense Items

This Table includes items that shall not be replaced using O&M funds provided by NYC. Any exceptions, such as for emergency and O&M repairs, are listed in the right column of the Table. O&M funds provided by NYCDEP may not be used for any planned or scheduled repairs for items in this Table.

Equipment Exceptions and Conditions	
Piping, all hard water, wastewater, air, chemical & sludge piping, including non-buried & buried valves, manholes, and appurtenances	<p>Except emergency repairs to piping containing moving parts accessible to repair without excavation or building demolition, such as valves, and specialized non-moving parts such as flow control orifices, static mixers or similar parts/components; and also excepting the replacement of small sections of pipe, as part of the repair, immediately adjacent and necessary to the repair, not to exceed 20 feet.</p> <p>Chemical delivery piping accessible without excavation or building demolition may be repaired/replaced.</p> <p>Air diffusers may be repaired/replaced.</p>
Duct Work for heating, ventilation, and odor control	Except parts analogous to those listed in piping above, moving parts; and repair and maintenance of insulation.
Tankage related to SBR, aeration, RBC, trickling filter, and sludge digester.	
Primary and Secondary settling tanks	
Sluice gates, drain valves or similar valves set in concrete or other elements	
Weirs, flumes, stilling wells, flow splitters or similar structures set in concrete or other structural elements	
Sand filter shell, underdrains and integral piping or appurtenances	
Electrical supply/distribution infrastructure wiring	Except replacements of small sections of wiring during normal maintenance and repair (this excludes planned and/or scheduled repairs)

Generators	This limitation refers to complete replacement of the unit, not replacement of individual components.
Buildings, vaults, slabs, steps, rails, covers, catwalks, sumps and all structural elements of pump stations.	Except associated doors and windows and access hatches, and mechanical/electrical component addressed in Tables 2A-C; and except minor concrete work or parging necessary to assure that the structural elements meet their estimated useful lives.
Miscellaneous structures such as storage sheds, grit removal channels, equalization tanks or ponds, mixing bays, chlorine and de-chlorination contact tanks, UV chambers and similar structures.	
Equipment storage steel shelving	Except replacement of small sections of shelving that are part of repair and maintenance of the building and its components. (this excludes planned and/or scheduled repairs)
Fuel storage tanks	
Steel, FRP, other synthetic, or poured concrete permanent primary or secondary petroleum or chemical containment	Except emergency replacement due to breakage not caused by negligence of WWTP employees.
Storm drain piping, structures, grating and other similar drains.	
Sludge/scum collector arms for circular and rectangular clarifiers	Except wearing surfaces and parts such as scraper blades or rakes.
Building slabs, building shells, walls, roofs, fencing, rails, catwalks, walk ways, drive ways	Except windows, doors, and resurfacing of paved areas and partial ad hoc replacements (this excludes planned and/or scheduled repairs).
Sludge dewatering equipment. This may include belt or plate and frame press, sludge bagging units or centrifuges	This limitation refers to complete replacement of the unit, not replacement of individual components; also note exceptions in Table 2.

Table 2. Replacement of Capital Items Requiring DEP Approval

Where items in the following tables are eligible for replacement with O&M funds, the replacement may be paid for with O&M funds provided by NYCDEP only with the prior written approval of NYCDEP. NYCDEP approval shall not be unreasonably denied or delayed if the conditions specified are met.

A. The items in the left column are generally not eligible for replacement with O&M funds provided by NYCDEP. However, if the proposed replacement is approved by NYCDEP and if (a) replacement occurs within the first 30 years after the upgraded WWTP begins operation or replacement occurs thereafter, if such replacement is shown to be cost effective pursuant to Footnote 2 below, and (b) the specific conditions shown below for replacement are met, then the replacement will be eligible for payment with O&M funds provided by NYCDEP.

Equipment Exceptions and Conditions	
Transformers, control panels, motor control centers	
Raw, partially treated, or effluent wastewater pump sets (pump station or in-plant) delivering 100% of plant flow or with an installed cost over \$7,500 per unit.	All pumps, compressors, blowers with installed costs at or below \$7,500 may be replaced with O&M funds.
HVAC mechanical equipment, chillers, fans, boilers with an installed cost over \$7,500 per unit.	
Air supply blowers or compressor units with an installed cost over \$7,500 per unit.	
Lab equipment with replacement cost of \$5,000 or greater, installed.	All lab equipment with installed costs at or below \$5,000 may be replaced with O&M funds.
RBC shafts and media, SBR Decanter mechanism, complete sludge and scum collector drive mechanisms	Units may be replaced with O&M funds, in the case of substantially complete failure provided said failure is not due to lack of proper O&M. ¹

¹"Proper O&M" means O&M performed in accordance with the O&M Manual, or any addendum thereto, approved by NYCDEP.

²To demonstrate cost effectiveness: The WWTP Owner must estimate for a period equal to the manufacturer's service life for a proposed piece of equipment the cost to continue to operate the piece of equipment, including any necessary repairs to continue operation. The resulting cost estimate must then be compared to the cost of equipment replacement, taking into account installation costs (based on suppliers quotes) and O&M for the service life of the piece of equipment.

B. Items which may be replaced at any time in light of cost effectiveness. Replacement of the following items may be funded with O&M funds from NYCDEP only if the specific conditions shown below are met.

Equipment Exceptions and Conditions	
Pumps and blowers as described in Table 2A above and any single piece or functional set of mechanical equipment costing over \$7,500 installed.	Where a malfunction impedes, makes unsafe or unreliable, or adds expense to normal operation and where replacement is shown to be more cost effective.
Control panels, motor control centers.	

C. Items which may be replaced at any time due to obsolescence. Replacement of the following items may be funded with O&M funds only if the piece of equipment has become obsolete. Obsolescence occurs when [i] compatible replacement parts are no longer available; [ii] when standards for worker safety established by employee unions, government or industry require new equipment; [iii] improvements in energy efficiency make the continued use of the existing technology not cost effective; or [iv] technological developments make the use of existing control panels and/or motor control centers inconsistent with good engineering judgment.

Equipment
Gas and oxygen sensing safety systems.
Dissolved oxygen and chemical feed control systems with an installed cost over \$7,500. Those systems with an installed cost at or below \$7,500 may be replaced with O&M funds without NYCDEP approval.
Control panels, motor control centers.
CPU, SCADA software and any hardware necessary for centralized information processing, including any specialized I/O points, UPS, printers and related cables

All dollar figures mentioned are subject to the inflation adjustments included in the O&M Agreement.

Exhibit C
List of Other Upgrade Work

Society Hill Condominiums
Wastewater Treatment Facility

<u>Equipment or Method</u>
Disinfection -Upgrade Existing Sodium Hypochlorite Feed System
Dechlorination -- Upgrade Existing Bisulfite Feed System

EXHIBIT D

Insurance Specifications

I. Insurance Coverages Required to be Maintained by WWTP Owner (Agreement, Article 2)

Notes: Insurance indicated by (X) is required.

Insurance certificates, policies, and endorsements shall be sent to the New York City Department of Environmental Protection ("DEP"), 59-17 Junction Boulevard, 19th Floor, Flushing, New York 11373-5108, Attention: DEP General Counsel. A copy of each insurance certificate shall also be sent to: DEP, 465 Columbus Avenue, Valhalla, New York 10595, Attention: Regulatory Upgrade Program .

(X) Worker's Compensation	Statutory per New York State law without regard to jurisdiction (<u>See</u> Section 1.01.1 below.)
---------------------------	---

(X) Employer's Liability	Statutory (<u>See</u> Section 1.01.2.)
--------------------------	---

(X) Commercial General Liability CG 00 01 (ed. 10/02) or equivalent Combined Single Limit - Bodily Injury and Property Damage	\$1,000,000 per occurrence \$2,000,000 products/completed operations aggregate \$2,000,000 general aggregate \$25,000 maximum deductible
--	--

(See Section 1.01.3 for additional requirements.)

(X) Automobile Liability: CA 00 01 (ed. 6/92) or equivalent. Combined Single Limit - Bodily Injury and Property Damage	\$500,000 each occurrence
---	---------------------------

The following coverage must be provided:

(X) Comprehensive Form (X) Owned (X) Hired (X) Non-Owned

(See Section 1.01.4.)

II. Insurance Coverages Required to be Maintained by Consultants/Subcontractors Retained by WWTP Owner (Agreement, Articles 9 and 6)

Notes: Insurance indicated by (X) is required.

Insurance certificates, policies, and endorsements must be sent to the New York City Department of Environmental Protection ("DEP"), 59-17 Junction Boulevard, 19th Floor, Flushing, New York 11373-5108, Attention: DEP General Counsel. A copy of each insurance certificate shall also be sent to: DEP, 465 Columbus Avenue, Valhalla, New York 10595, Attention: Regulatory Upgrade Program.

(X) Worker's Compensation Statutory per New York State law without regard to jurisdiction (See Section 1.01.1 below.)

(X) Employer's Liability Statutory (See Section 1.01.2.)

(X) Commercial General Liability CG 00 01 (ed. 10/01) or equivalent.
Combined Single Limit - Bodily Injury and Property Damage

\$1,000,000 per occurrence
\$1,000,000 products/completed
operations aggregate
\$2,000,000 general aggregate
\$25,000 maximum deductible

(See Section 1.01.3 for additional requirements.)

(X) Automobile Liability: CA 00 01 (ed. 6/92) or equivalent

Combined Single Limit - Bodily Injury and Property Damage

Page

\$500,000 each occurrence

The following coverage must be provided:

(X) Comprehensive Form (X) Owned (X) Hired (X) Non-Owned

(See Section 1.01.4.)

(X) Other Insurance:

All contracts for professional engineering services for design, engineering surveys, and/or construction management shall require that the consultant maintain and present evidence of a professional Errors and Omissions policy with a U.S. domiciled company providing limits of not less than \$1 Million per claim, \$1 Million aggregate, and a deductible or self-insured retention not to exceed \$25,000 per claim.

III. General Provisions Applicable to Insurance Coverages:

These provisions are applicable to both the insurance coverages required to be maintained by WWTP Owner under the Agreement to which the Exhibit is annexed, and the insurance coverages required to be maintained by any consultant/contractor/subcontractor engaged or retained by the WWTP Owner. In each case, the reference to "Contractor" shall mean the party required to maintain insurance coverage, and the reference to "Contract" shall mean either the Agreement (in the case of the WWTP Owner) of the contract pursuant to which the consultant, contractor or subcontractor is providing services (in the case of a consultant, contractor or subcontractor).

Section 1.01

1.01.1 Worker's Compensation Insurance:

Before performing any work on the Contract, the Contractor shall procure Worker's Compensation Insurance in accord with the laws of the State of New York on behalf of all employees who are to provide labor or service under the contract. One certificate of such insurance or authority for self-insurance shall be furnished to DEP's General Counsel at the address shown above and one certificate shall be furnished to DEP's Regulatory Upgrade Program office at the address shown above.

1.01.2 Employer's Liability Insurance:

Page

Before performing any work on the Contract, Contractor shall procure Employer's Liability Insurance affording compensation for all employees providing labor or services for whom worker's compensation coverage is not a statutory requirement. One certificate of such insurance shall be furnished to DEP's General Counsel at the address shown above and one certificate shall be furnished to DEP's Regulatory Upgrade Program office at the address shown above.

Certificates confirming renewals of insurance shall be presented not less than thirty (30) days prior to the expiration date of coverage until all operations under the subject contract are deemed completed.

1.01.3 Commercial General Liability:

Before commencing work on the Contract, the Contractor shall procure a commercial general liability insurance policy issued by a New York admitted carrier through a New York Licensed resident broker in the contractor's name and naming The City of New York, Department of Environmental Protection as an additional insured (using ISO endorsement CG 20 10) and endorsed to cover liability assumed by the Contractor under the indemnity provisions of the Contract. This insurance policy must be maintained during the life of the contract and shall protect the City, the Contractor and his/her subcontractors performing work on the Contract from Claims for property damage and/or bodily injury which may arise from operations under the contract, whether such operations are performed by him/herself or anyone directly or indirectly employed by him/herself. One certificate of such insurance, together with copies of all endorsements as pertain to the requirements of the subject contract, shall be furnished to DEP's General Counsel at the address shown above and one certificate shall be furnished to DEP's Regulatory Upgrade Program office at the address shown above.

The policy shall contain no exclusions or endorsements which are not acceptable to the City and shall be of a form and by an insurance company acceptable to the City.

Commercial General Liability - Endorsements and Exclusions

The following endorsements are required to be made on the policy:

(a) Notice: shall be addressed to the Commissioner of the Department of Environmental Protection, c/o DEP General Counsel, 59-17 Junction Boulevard, 19th Floor, Flushing, New York 11373-5108.

(b) Notice of Cancellation of Policy: The Policy shall not be canceled, terminated, modified or changed by the Company unless thirty (30) days' prior written notice is sent to DEP, Attention: General Counsel

1.01.4 Automobile Liability:

Page

The Contractor will provide the City with evidence of insurance covering all owned, non-owned and hired vehicles to be used in connection with the contract. If on a "schedule autos" basis, Contractor shall present the schedule of insured autos, including the vehicles to be used for operations under the Contracts.

1.01.5 Insurance Agreement:

- (a) The Contractor is required to obtain and to maintain insurance outlined in this Exhibit.
- (b) The insurance required for the Contract must be on forms acceptable to DEP and offered by insurers acceptable to DEP. The insurance for all New York Contractors must be issued by New York authorized carriers except as approved by DEP's General Counsel and in any event must comply with all requirements of New York State laws and regulations and meet the standards of the forms set forth in Section 1.01 above. Insurance for non-New York Contractors must be through insurers and sureties admitted and authorized in the state of headquarters of the Contractor, have an A.M. best rating of A or better and meet the standards for forms set forth in the above. Additionally, all requirements as to forms set forth in New York State law and regulations apply without regard to jurisdiction as standards of coverage.
- (c) Where circumstances warrant, the DEP may, at its discretion subject to acceptance by the New York City Law Department and/or the Office of the New York City Comptroller, accept letters of credit or custodial accounts in lieu of specific insurance requirements. The letter of credit must be on form prescribed by DEP and payable at a New York City office of a bank approved by DEP.
- (d) The Contractor agrees that all insurance contributing to satisfaction of the insurance requirements set out in this Exhibit shall not be modified, terminated, or canceled by the Contractor without prior written approval of the Department of Environmental Protection.
- (e) The Contractor shall be solely responsible for payment of all deductibles and premiums for insurance contributing to satisfaction of the requirements of this Exhibit and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the City of New York is an insured under the policy.
- (f) Claims made policies will be accepted only for professional liability and such other risks as are authorized by the New York State Insurance Department. All such policies contributing to satisfaction of the requirements of the Exhibit shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.

- Page
- (g) The Contractor shall promptly notify DEP's General Counsel within 24 hours of any accidents arising in the course of operations under the contract causing bodily injury or property damage and shall cooperate fully with DEP in providing all such records and information as may be requested by the DEP's General Counsel in anticipation of claims against the City which may arise from the accident. A complete report of the accident shall be made within five (5) business days on such form as may be provided by DEP's General Counsel.
 - (h) The Contractor or his engineer may apply to DEP's General Counsel for approval of higher deductible based on financial capacity and quality of the carrier affording coverage.

1.01.6 Forms of Insurance Certificates:

Insurance certificates shall conform to the following:

- (a) Certificates must be issued by the insurance company using the "ACCORD" forms issued by its brokers, except for Worker's Compensation coverage where the contractors must provide Form C-105.2 issued by an insurance carrier or Form U-26.3 issued by the New York State Insurance Fund.
- (b) Certificates must unconditionally grant to New York City Department of Environmental Protection thirty (30) calendar days' notice of cancellation or non-renewal. "Endeavor" or other qualifying language is not acceptable.
- (c) All additional insureds required by this Exhibit shall be listed as such.
- (d) The authorized representative of the insurance company executing the certificate(s) must indicate his/her title.
- (e) Original executed certificates must be delivered to DEP.

Schedule 1

Society Hill Condominiums Wastewater Treatment Facility

Incremental Cost	Baseline
Personnel	\$21,840
Electric	\$33,886
Fuel	\$3,275
Chemicals	\$8,438
Sludge Removal	\$13,200
Propane Generator	\$3,275
Lab Testing (no add'l req'd)	
Insurance	

Itemizable Regulatory Upgrade Cost

Electric	Dedicated Meter
Gas/Heating Fuel	Dedicated Meter
Generator Natural Gas	
Chemicals	Clean In Place Only
Legal	
Clerical	
Engineering	
Auto Dialer Telephone	
Equipment/Repairs/Spare Parts	
Preventive Maintenance Contracts	

Proportional Cost	% Owner	% City
Upgrade Building WWTP Operators Contract (add'l 3-hrs/day)	0%	100%
Operators Contract Pre-Upgrade WWTP Building	100%	0%
Sludge Hauling	First 60,000 gallons	Excess of 60,000 gallons

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - GENERAL PROVISIONS	3
ARTICLE 2 - COMPLIANCE WITH LAWS, RULES, AND REGULATIONS	11
ARTICLE 3 - PAYMENT	11
ARTICLE 4 - CITY ENFORCEMENT OF WATERSHED REGULATIONS	18
ARTICLE 5 - PERSONNEL	17
ARTICLE 6 - PROCUREMENT OF GOODS AND SERVICES	19
ARTICLE 7 - TRAINING	23
ARTICLE 8 - INSPECTION	24
ARTICLE 9 - RECORDS AND REPORTS	25
ARTICLE 10 - DEFAULT, SUSPENSION OR TERMINATION	26
ARTICLE 11 - INDEMNIFICATION	28
ARTICLE 12 - INVESTIGATIONS	28
ARTICLE 13 - REPRESENTATIONS AND WARRANTIES	28
ARTICLE 14 - MISCELLANEOUS PROVISIONS	29
ACKNOWLEDGEMENTS	37
EXHIBIT A – LIST OF REGULATORY UPGRADES	
EXHIBIT B – FIXED CAPITAL EQUIPMENT CHART	
EXHIBIT C – LIST OF OTHER UPGRADE WORK	
EXHIBIT D – INSURANCE SPECIFICATIONS	

Schedule 1

New York State Department of Environmental Conservation
Division of Environmental Permits

NYSDEC HEADQUARTERS
625 BROADWAY
ALBANY, NY 12233
(518) 402-9167

JAN 31 2014



SPDES PERMIT RENEWAL

1/28/2014

SOCIETY HILL AT MAHOPAC CONDOMINIUMS
C/O EXCLUSIVE MGMT
2 STOW RD STE 4A
PEEKSKILL NY 10566

Permittee Name: SOCIETY HILL AT MAHOPAC
CONDOMINIUMS
Facility Name: SOCIETY HILL AT MAHOPAC
Ind. Code: 8999 County: PUTNAM
DEC ID: 3-3720-00172/00001 SPDES No.: NY0207365
Permit Effective Date: 4/1/2014
Permit Expiration Date: 3/31/2019

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 04/01/2009 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 3 HEADQUARTERS
21 SOUTH PUTT CORNERS RD
NEW PALTZ, NY 12561-1620
(845) 256-3185

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,

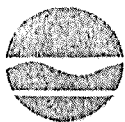
Stuart M. Fox
Deputy Chief Permit Administrator

CC:
RPA
BWC

RWE
File

BWP

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
State Pollutant Discharge Elimination System (SPDES)
DISCHARGE PERMIT
Special Conditions (Part I)



RECEIVED

REGION 3
OFFICE

Industrial Code: 8999
 Discharge Class (CL): 02
 Toxic Class (TX): N
 Major Drainage Basin: 13
 Sub Drainage Basin: 02
 Water Index Number: H-31-P44-14-P50-2
 Compact Area: Croton

SPDES Number: NY-0207365
 DEC Number: 3-3720-00172
 Effective Date (EDP): 04/01/99
 Expiration Date (ExDP): 04/01/04
 Modification Date(s): _____
 Attachment(s): General Conditions (Part II) Date: 11/90

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. Section 1251 et. seq.)(hereafter referred to as "the Act").

PERMITTEE NAME AND ADDRESSAttention: Diane PraetoriousName: Ceder Hill Sewer Works Corp., c/o Exclusive ManagementStreet: 2 Stowe Road, Suite 13City: PeekskillState: NYZip Code: 10566

is authorized to discharge from the facility described below:

FACILITY NAME AND ADDRESSName: Society Hill CondominiumsLocation (C,T,V): Carmel (T)County: PutnamFacility Address: Route 6City: CarmelState: NYZip Code: 10512

NYTM - E: _____

NYTM - N: _____

4

From Outfall No.: 001 at Latitude: 41° 21' 02" & Longitude: 73° 45' 08"into receiving waters known as: Trib. of Amawalk ReservoirClass: D

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

NYSDEC has determined that this facility discharges to an
 intermittent stream as defined in the NYC WR&R.

In accordance with the effluent limitations, monitoring requirements and other conditions set forth in Special Conditions (Part I) and General Conditions (Part II) of this permit.

DISCHARGE MONITORING REPORT (DMR) MAILING ADDRESSMailing Name: Cedar Hill Sewer Works Corp., c/o Exclusive ManagementStreet: 2 Stowe Rd., Suite 13City: PeekskillState: NYZip Code: 1056610598Responsible Official or Agent: Diane PraetoriousPhone: (914) 739-5105

This permit and the authorization to discharge shall expire on midnight of the expiration date shown 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 a permit renewal no less than 180 days prior to the expiration date shown above.

DISTRIBUTION:

J. Marcogliese/E. Zicca
 R. Hannaford/E. Reilly
 USEPA, Region II
 NYCDEP, (Valhalla)
 Putnam County Health Dept.

Permit Administrator:	William E. Steidle	NYSDEC
Address:	21 South Putt Corners Road New Paltz NY 12561-1696	
Signature:		Date: <u>3/5/99</u>

DISCHARGE NOTIFICATION REQUIREMENTS

- a) Within ninety days after the effective date of this permit modification, the permittee shall install and maintain identification signs at all outfalls to surface waters listed in this permit. 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 a manner that poses 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:

N.Y.S. PERMITTED DISCHARGE POINT

SPDES PERMIT No.: NY _____

OUTFALL No. : _____

For information about this permitted discharge contact:

Permittee Name: _____

Permittee Contact: _____

Permittee Phone: () - ### - #####

OR:

NYSDEC Division of Water Regional Office Address :

- b) If, upon the effective date of this modification, the permittee has installed signs that include the information required by § 17-0815-a(2)(a), but do not meet the specifications listed above, the permittee may continue to use the existing signs for a period of up to five years, after which the signs shall comply with the specifications listed above.
- c) The permittee shall periodically inspect the outfall identification signs in order to insure that they are maintained, are still visible and contain information that is current and factually correct.
- d) Within ninety days after the effective date of this permit modification, 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 of 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 three years.

INTERIM EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

During the period beginning 4/1/99 the discharges from the permitted facility shall be limited and monitored by the permittee as specified below:

LIMITATIONS APPLY: ☒ All Year ☐ Seasonal from _____ to _____
 Outfall Number 001

EFFLUENT LIMITATIONS

<input checked="" type="checkbox"/> Flow	30 day arithmetic mean	<u>0.0225</u>	<input checked="" type="checkbox"/> MGD <input type="checkbox"/> GPD
<input checked="" type="checkbox"/> CBOD, 5 - Day	30 day arithmetic mean	<u>5.0</u>	mg/l and <u>0.94</u> lbs/day ⁽¹⁾
<input type="checkbox"/> BOD, 5 - Day	7 day arithmetic mean		mg/l and _____ lbs/day
<input type="checkbox"/> UOD ⁽²⁾			mg/l and _____ lbs/day
<input checked="" type="checkbox"/> Solids, Suspended	30 day arithmetic mean	<u>10</u>	mg/l and <u>1.88</u> lbs/day ⁽¹⁾
<input type="checkbox"/> Solids, Suspended	7 day arithmetic mean		mg/l and _____ lbs/day
<input checked="" type="checkbox"/> Effluent disinfection required: <input checked="" type="checkbox"/> All Year <input type="checkbox"/> Seasonal from _____ to _____			
<input type="checkbox"/> Coliform, Fecal	30 day geometric mean shall not exceed 200/100 ml		
<input type="checkbox"/> Coliform, Fecal	7 day geometric mean shall not exceed 400/100 ml		
<input type="checkbox"/> Chlorine, Total Residual	Daily Maximum	<u>0.1</u>	mg/l
<input checked="" type="checkbox"/> pH	Range	<u>6.0 to 9.0</u>	SU
<input checked="" type="checkbox"/> Solids, Settleable	Daily Maximum	<u>0.1</u>	ml/l
<input checked="" type="checkbox"/> Ammonia	Daily Maximum	<u>2.0</u>	mg/l as NH ₃
<input checked="" type="checkbox"/> Chlorine, Total Resid.	Daily Min. in Contact Chamber	<u>0.5</u>	mg/l
<input checked="" type="checkbox"/> Dissolved Oxygen	Daily Minimum	greater than 7.0 mg/l	
<input checked="" type="checkbox"/> Phosphorus	Daily Maximum	<u>1.0</u>	mg/l as P
<input type="checkbox"/>			

MONITORING REQUIREMENTS

Parameter	Frequency	Sample Type	Sample Location	
			Influent	Effluent
<input checked="" type="checkbox"/> Flow, <input checked="" type="checkbox"/> MGD <input type="checkbox"/> GPD	<u>Continuous</u>	<u>-</u>	<u>x</u>	
<input checked="" type="checkbox"/> CBOD, 5 - Day, mg/l	<u>1/month</u>	<u>Grab</u>	<u>x</u>	<u>x</u>
<input checked="" type="checkbox"/> Solids, Suspended, mg/l	<u>1/month</u>	<u>Grab</u>	<u>x</u>	<u>x</u>
<input checked="" type="checkbox"/> Coliform, Fecal, No./100 ml ⁽³⁾	<u>1/month</u>	<u>Grab</u>		<u>x</u>
<input type="checkbox"/> Nitrogen, TKN (as N), mg/l				
<input checked="" type="checkbox"/> Ammonia (as NH ₃), mg/l	<u>1/month</u>	<u>Grab</u>		<u>x</u>
<input checked="" type="checkbox"/> pH, SU (standard units)	<u>1/day</u>	<u>Grab</u>	<u>x</u>	<u>x</u>
<input checked="" type="checkbox"/> Solids, Settleable, ml/l	<u>1/day</u>	<u>Grab</u>	<u>x</u>	<u>x</u>
<input checked="" type="checkbox"/> Chlorine, Total Residual, mg/l ⁽³⁾	<u>1/day</u>	<u>Grab</u>		<u>x</u>
<input checked="" type="checkbox"/> Phosphorus, Total (as P), mg/l	<u>1/Quarter</u>	<u>Grab</u>		<u>x</u>
<input checked="" type="checkbox"/> Temperature, Deg. F	<u>1/day</u>	<u>Grab</u>	<u>x</u>	<u>x</u>
<input checked="" type="checkbox"/> Dissolved Oxygen, mg/l	<u>1/day</u>	<u>Grab</u>		<u>x</u>
<input checked="" type="checkbox"/> Cl ₂ Residual in Contact Tank	<u>1/day</u>	<u>Grab</u>		
<input type="checkbox"/>				
<input type="checkbox"/>				

NOTES: ⁽¹⁾ and effluent value shall not exceed ___ % and ___ % of influent values for BOD₅ & TSS respectively.

⁽²⁾ Ultimate Oxygen Demand shall be computed as follows:

$$\text{UOD} = 1 \frac{1}{2} \times \text{CBOD}_5 + 4 \frac{1}{2} \times \text{TKN (Total Kjeldahl Nitrogen)}$$

⁽³⁾ Monitoring of these parameters is only required during the period when disinfection is required. The operator/permittee shall physically inspect the disinfection equipment daily to insure it is operating properly and must maintain a written log of the inspections.

FINAL EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

During the period beginning six months from the date of NYCDEP certification of "functional completion" of the facility's upgrade as required in the facility's Final Upgrade Plan the discharges from the permitted facility shall be limited and monitored by the permittee as specified below:

LIMITATIONS APPLY: ☒ All Year ☐ Seasonal from _____ to _____
 Outfall Number 001

EFFLUENT LIMITATIONS

<input checked="" type="checkbox"/> Flow	30 day arithmetic mean	<u>0.0225</u>	<input checked="" type="checkbox"/> MGD	<input type="checkbox"/> GPD
<input type="checkbox"/> BOD, 5 - Day	30 day arithmetic mean	_____	mg/l and	_____ lbs/day ⁽¹⁾
<input type="checkbox"/> BOD, 5 - Day	7 day arithmetic mean	_____	mg/l and	_____ lbs/day
<input type="checkbox"/> UOD ⁽²⁾	_____	_____	mg/l and	_____ lbs/day
<input type="checkbox"/> Solids, Suspended	30 day arithmetic mean	_____	mg/l and	_____ lbs/day ⁽¹⁾
<input type="checkbox"/> Solids, Suspended	7 day arithmetic mean	_____	mg/l and	_____ lbs/day
<input checked="" type="checkbox"/> Effluent disinfection required: <input checked="" type="checkbox"/> All Year <input type="checkbox"/> Seasonal from _____ to _____				
<input checked="" type="checkbox"/> Coliform, Fecal	30 day geometric mean shall not exceed 200/100 ml			
<input checked="" type="checkbox"/> Coliform, Fecal	7 day geometric mean shall not exceed 400/100 ml			
<input checked="" type="checkbox"/> Chlorine, Total Residual	Daily Maximum	_____	0.1	mg/l
<input checked="" type="checkbox"/> pH	Range	_____	6.0-9.5	SU
<input checked="" type="checkbox"/> Solids, Settleable	Daily Maximum	_____	0.1	ml/l
<input checked="" type="checkbox"/> Ammonia	Daily maximum	_____	2.0	mg/l as NH ₃
<input checked="" type="checkbox"/> CBOD, 5-Day	Daily maximum	_____	5.0	mg/l
<input checked="" type="checkbox"/> Suspended Solids	Daily maximum	_____	10	mg/l
<input checked="" type="checkbox"/> Dissolved Oxygen	Daily minimum	_____	7.0	mg/l
<input checked="" type="checkbox"/> Phosphorus, Total	Daily Maximum	_____	1.0	mg/l as P

MONITORING REQUIREMENTS

Parameter	Frequency	Sample Type	Sample Location	
			Influent	Effluent
<input checked="" type="checkbox"/> Flow, <input checked="" type="checkbox"/> MGD <input type="checkbox"/> GPD	Continuous	Recorder	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> CBOD, 5 - Day, mg/l	1/month	grab	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Solids, Suspended, mg/l	1/month	grab	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Coliform, Fecal, No./100 ml ⁽³⁾	1/month	grab		<input checked="" type="checkbox"/>
<input type="checkbox"/> Nitrogen, TKN (as N), mg/l	_____	_____		
<input checked="" type="checkbox"/> Ammonia (as NH ₃), mg/l	1/month	grab		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> pH, SU (standard units)	1/day	grab	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Solids, Settleable, ml/l	1/day	grab	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Chlorine, Total Residual, mg/l ⁽³⁾⁽⁴⁾	1/day	grab		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Phosphorus, Total (as P), mg/l	1/month	grab		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Temperature, Deg. F	1/day	grab	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Dissolved oxygen, mg/l	1/day	grab		<input checked="" type="checkbox"/>

NOTES: (1) and effluent value shall not exceed ____ % and ____ % of influent values for CBOD₅ & TSS respectively.

(2) Ultimate Oxygen Demand shall be computed as follows:

$$UOD = 1 \frac{1}{2} \times CBOD_5 + 4 \frac{1}{2} \times TKN \text{ (Total Kjeldahl Nitrogen)}$$

(3) Monitoring of these parameters is only required during the period when disinfection is required. The operator/permittee shall physically inspect the disinfection equipment daily to insure it is operating properly and must maintain a written log of the inspections.

(4) If chlorine is used for disinfection.

FINAL EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

During the period beginning six months from the date of NYCDEP certification of "functional completion" of the facility's upgrade as required in the facility's Final Upgrade Plan the discharges from the permitted facility shall be limited and monitored by the permittee as specified below:

Outfall Number & Effluent Parameter	Discharge Limitations		Units	Minimum Monitoring Requirements	
	Daily Avg.	Daily Max.		Measurement	Sample
				Frequency	Type
<u>001</u>					
<u>Giardia Lamblia, Cysts</u>	(Note 1)		NA	NA	NA
<u>Enteric Viruses</u>	(Note 2)		NA	NA	NA
<u>Turbidity</u>	(Note 3)		NTU	Continuous (After microfiltration/equivalent)	Recorder
<u>Chlorine Residual</u>	(Note 4)		Mg/l	1/Day (Chlorine contact tank prior to dechlorination)	Grab

Note 1 - Facility must be capable of achieving a 99.9% removal and/or inactivation of giardia lamblia cysts. Capability shall be demonstrated by maintaining the turbidity and chlorine levels specified and operating the microfiltration unit and the disinfection system on a continuous basis, in accordance with the provisions set forth in the WWTP's Operation and Maintenance Manual.

Note 2 - Facility must be capable of achieving 99.99% removal/inactivation of enteric viruses. Capability shall be demonstrated as stated above in Note 1.

Note 3 - The turbidity levels shall be maintained at less than or equal to 0.5 NTU in 95% of the measurements taken each month and an instantaneous maximum of 5.0 NTU.

Note 4 - When chlorine is used for disinfection, a minimum residual of 0.2 mg/l shall be maintained in the chlorine contact tank prior to dechlorination.

RECORDING, REPORTING AND ADDITIONAL MONITORING REQUIREMENTS

- a) The permittee shall also refer to the General Conditions (Part II) of this permit 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 three years from the date of the sampling for subsequent inspection by the Department or its designated agent. **Also;**
- [X] (if box is checked) monitoring information required by this permit shall be summarized and reported by submitting 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.

Send the **original** (top sheet) of each DMR page to:

Department of Environmental Conservation
Division of Water
Bureau of Watershed Compliance Programs
50 Wolf Road
Albany, New York 12233-3506
Phone: (518) 457-3790

Putnam Co. Health Dept.
4 Geneva Road
Brewster, New York 10509

Send the **first copy** (second sheet) of each DMR page to:

Department of Environmental Conservation
Regional Water Engineer
Region 3
200 White Plains Road
5th Floor
Tarrytown, New York 10591-5805

NYC DEP
Suite 350
465 Columbus Avenue
Valhalla, NY 10595

- c) A monthly "Wastewater Facility Operation Report..." (form 92-15-7) shall be submitted (if box is checked) to the [X] Regional Water Engineer and/or [X] County Health Department or Environmental Control Agency listed above.
- d) **Noncompliance** with the provisions of this permit shall be reported to the Department as prescribed in the attached General Conditions (Part II).
- e) Monitoring must be conducted according to test procedures approved under 40 CFR Part 136, unless other test procedures have been specified in this permit.
- f) If the permittee monitors any pollutant more frequently than required by this 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 on the Discharge Monitoring Reports.
- g) Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified in this permit.
- h) 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.
- i) 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 State Plaza, Albany, New York 12201.

SCHEDULE A
Description

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Carmel, County of Putnam and State of New York, being bounded and described as follows:

PARCEL I

BEGINNING at a point at the intersection of the westerly side of Miller Road and the northerly side of U.S. Route No. 6;

THENCE along the northerly side of U.S. Route No. 6, South $76^{\circ} 04' 25''$ West 50.00 feet to a point marked by an iron pin set in the ground;

THENCE along other lands now or formerly of Northern Properties Inc., North $13^{\circ} 55' 35''$ West 119.57 feet to an iron pin and the point and place of BEGINNING.

THENCE along other lands now or formerly of Northern Properties, Inc., the following nine (9) courses and distances:

1. North $13^{\circ} 55' 35''$ West 80.43 feet to an iron pin;
2. South $88^{\circ} 26' 50''$ West 214.56 feet to an iron pin;
3. Along the main center line of a stone wall North $73^{\circ} 53' 35''$ West 381.45 feet to an iron pin;
4. Still along the mean center line of a stone wall North $13^{\circ} 25' 40''$ East 201.25 feet to a point;
5. Still along the mean center line of a stone wall North $13^{\circ} 18' 50''$ East 369.27 feet to a point;
6. Still along the mean center line of a stone wall North $69^{\circ} 21' 40''$ West 33.94 feet to a cross cut in a stone;
7. Still along the mean center line of a stone wall North $18^{\circ} 10' 30''$ East 501.43 feet to a point;
8. Still along the mean center line of a stone wall North $19^{\circ} 40' 20''$ East 170.36 feet to a point;
9. Still along the mean center line of a stone wall South $72^{\circ} 08' 40''$ East 70.10 feet to the lands formerly of Albert A. Agor;

THENCE running along the last mentioned lands and along the

mean center line of a stone wall, the following two (2) courses and distances:

1. South 70° 46' 35" East 334.93 feet; and
2. South 72° 49' 25" East 298.07 feet to lands now or formerly of Nystedt;

THENCE running along the last mentioned lands and lands now or formerly of Ward and along the mean center line of a stone wall South 17° 23' 45" West 409.00 feet to other lands now or formerly of Northern Properties Inc.;

THENCE running along the last mentioned lands the following three (3) courses and distances:

1. South 13° 04' 00" West 559.76 feet to an iron pin;
2. South 06° 29' 00" West 169.23 feet to an iron pin; and
3. South 18° 24' 00" East 29.56 feet to a point on the westerly side of Miller Road;
4. South 76° 04' 25" West 126.30 feet to the point and place of BEGINNING.

PARCEL II

BEGINNING at a point at the intersection of the easterly side of Miller Road and the northerly side of U.S. Route No. 6 said point being the southwesterly corner of the premises herein described;

THENCE running along the northerly side of U.S. Route No. 6 North 76° 37' 00" East 350.06 feet to the southerly side of Miller Road and the northeasterly corner of the premises herein described;

THENCE along the southerly side of Miller Road along the road face of wall (assumed road line), the following three (3) courses and distances:

1. South 89° 56' 40" West 95.71 feet;
2. North 88° 23' 20" West 121.41 feet; and
3. North 86° 21' 00" West 72.36 feet to a point;

THENCE running along the easterly line of Miller Road along road face of wall (assumed road line), the following four (4) courses and distances:

1. South 40° 07' 00" West 9.60 feet;

2. South 31° 57' 00" West 33.04 feet;
3. South 31° 31' 30" West 38.20 feet; and
4. South 19° 57' 00" West 22.36 feet to the point and place of BEGINNING.

BEING, and described to be, all the Premises owned by the grantor as described in a map entitled "Subdivision and Final Amended Site Plan of Cedar Hill Condominium", prepared by Bibbo Associates, dated June 11, 1986, and last revised September 26, 1986.

Date 01/17/18

Society Hill at Mahopac

#1609 Page: 1

Account #: 03026 DEP Upgrade

Starting Date: 01/01/17 Ending date: 12/31/17

Date	Reference	Debit Amount	Totals		City \$	HOA	HOAS
	Legal	\$ 7,984.92	\$ 7,984.92	100%	\$ 7,984.92		
	Plant Operations						
	TOTAL PLANT OPERATOR		\$ 92,922.09	100%	\$ 92,922.09		
	Gas						
	TOTAL GAS		\$ 2,509.04	100%	\$ 2,509.04		
	Engineering Costs						
	TOTAL ENGINEERING		\$ 13,893.04	100%	\$ 13,893.04		
	Maintenance/Repairs Microfiltration Plant						
	TOTAL MAINTENANCE		\$ 23,359.00	100%	\$ 23,359.00		
	Sludge Hauling						
	TOTAL SLUDGE HAULING		\$ 6,675.90	100%	\$ 6,675.90		
	Electric - Dedicated Meter						
	TOTAL ELECTRIC		\$ 5,640.70	100%	\$ 5,640.70		
	Telephone						
	TOTAL TELEPHONE		\$ 1,234.62	100%	\$ 1,234.62		
	TOTAL-UPGRADE		\$ 154,219.31		\$ 154,219.31		
	WWTP - Non-Upgrade						
	Verizon					100%	\$ 417.46
	Operator					100%	\$ 26,168.36
	Gas/Electric					100%	\$ 9,005.11
	Sludge Removal					100%	\$ 10,317.31
	Total						\$ 45,908.24
	2018 Rehabilitation Project	\$ 450,000.00		66%	\$ 297,000.00	34%	\$ 153,000.00
			Quarterly Invoice				
	City Share of Budget		\$ 112,804.83		\$ 451,219.31		
	HOA Share of Budget		\$ 49,727.06				\$ 198,908.24

KENNETH SCHMITT
Town Supervisor

SUZANNE MC DONOUGH
Town Councilwoman
Deputy Supervisor

MICHAEL A. BARILE
Town Councilman
JOHN D. LUPINACCI
Town Councilman
JONATHAN SCHNEIDER
Town Councilman

TOWN OF CARMEL
TOWN HALL



60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.carmelny.org

ANN SPOFFORD
Town Clerk


KATHLEEN KRAUS
Receiver of Taxes

MICHAEL SIMONE
Superintendent of Highways
Tel. (845) 628-7474

MEMORANDUM

MEMORANDUM

To: Supervisor Kenneth Schmitt
Town Board

From: Michael Carnazza, Building Inspector 

Date: July 18, 2018

Re: Property Cleanup for 105 Longdale Rd., Mahopac, TM#65.14-1-24

Please be advised that we have made several attempts to contact the owner of the above-mentioned property to clean, mow and maintain the property. The Town of Carmel Property Maintenance Code section 114-15, allows the Building Inspector to correct or cause to be corrected such violation, subject to the approval of the Town Board of the Town of Carmel.

We made several attempts to contact the owner(s) and received several complaints from adjoining neighbors. The last complaint included an explanation why we did not get a reply to our letters, the owner passed away a few years ago.

Thank you for your consideration in this matter.

HAROLD GARY
Chairman
CRAIG PAEPRER
Vice-Chairman

BOARD MEMBERS

ANTHONY GIANNICO
DAVE FURFARO
CARL STONE
KIM KUGLER
RAYMOND COTE

**TOWN OF CARMEL
PLANNING BOARD**



60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 – Ext.190
www.ci.carmel.ny.us

MICHAEL CARNAZZA
*Director of Code
Enforcement*


RICHARD FRANZETTI, P.E.
Town Engineer

PATRICK CLEARY,
AICP, CEP, PP, LEED AP
Town Planner

VINCENT FRANZE
Architectural Consultant

MEMORANDUM

To: Town Board

From: Rose Trombetta 

Date: July 16, 2018

Subject: **Bond Return** – Ronin Property Group – TM – 74.11-1-20
– Bond Register #793

On July 11, 2018 the Planning Board passed a motion recommending the full bond return for the above captioned property.

Attached is a fully executed bond application form and Town Engineer, Richard Franzetti's memo dated June 15, 2018 and Director of Code Enforcement, Michael Carnazza's memo dated July 11, 2018.



Planning Board
Town of Carmel - Town Hall
Mahopac, New York 10541



Subdivision - Site Plan Bond Application

Bond Amount <u>\$37,800</u> Inspection Fee <u>N/A</u>
--

Bond Register No <u>793</u> Tax Map # <u>74.11-1-20</u> Filing Date <u>06/28/18</u>

The undersigned hereby files a bond pursuant to the regulations of the Town of Carmel in the amount of \$ 37,800. Said bond was fixed by Resolution of the Planning Board/Environmental Conservation Board on (date) December 4, 2013 for the construction and completion of improvements described on a map on file with the Planning Board.

Applicant's Name: Ronin Property Group, LLC. Attn: Harry Bajraktari

Applicant's Address: 617 East 188th Street, Bronx, NY 10458

Applicant's Telephone Number: 718-365-4310 Email: HBajraktari@realty.com

Map Entitled: Ronin Property Group, LLC. Property Address: 3 Green Acres Lane, Mahopac Last Revised 10/26/13

Applicant's Signature [Signature]

Town Engineer's Signature _____

Bonding Company Signature Bank Bond # S93060209 - L.O.C. Bond Expires _____

The above application is in order and is approved this _____ day of _____ 20____.

By _____

Chairman, Planning Board

By _____

Chairman, Environmental Conservation Board

Application for Bond Return <u>XXXX</u>

Bond Reduction _____

The undersigned hereby applies for bond return/reduction heretofore filed in accordance with the Town of Carmel regulations and hereby affirms that he has completed the required improvements in accordance with the specifications applicable hereto for bond return/reduction.

Date 7/3/18 Applicant's Signature [Signature]

I inspected the improvements on the above captioned site during construction and after completion and hereby authorize the bond filed by _____ to be reduced to _____.

Date _____ Town Engineer's Signature _____

OR

I have inspected the above mentioned improvements and find same to meet the applicable specifications and hereby recommend that the applicant be completely released from the obligation of said bond.

Date 7/10/18 Town Engineer's Signature [Signature]

Date 7-11-18 Planning Board Chairman [Signature] VICE [Signature]

Date _____ Environmental Conservation Board Chairman _____

Approved by the Town Board at a meeting on _____


Richard J. Franzetti, P.E.
Town Engineer



(845) 628-1500
(845) 628-2087
Fax (845) 628-7085

Office of the Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541
MEMORANDUM

To: Carmel Planning Board

From: Richard J. Franzetti P.E. Town Engineer 

Date: June 15, 2018

Re: Ronin Property Group Site Bond Return Request # 74.11-1-20

In response to the attached request by the above applicant, a representative of the Engineering Department performed a field inspection of the referenced property on June 15, 2018 to evaluate the current status of the site construction, for the purpose of determining whether a bond reduction was warranted. The results of our investigation are presented below.

The original bond amount posted was \$189,000.00. In October of 2017 this Department recommended that the bond be reduced by \$151,200.00 to \$37,800.00 as based on the Town's inspection at that time some of the site improvements as required by the Planning were not completed.

Based upon our inspection of June 15, 2018, all the site improvements required have been completed. On this basis, this Department recommends that the bond be released.

KENNETH SCHMITT
Town Supervisor

SUZANNE MC DONOUGH
Town Councilwoman
Deputy Supervisor

MICHAEL A. BARILE
Town Councilman
JOHN D. LUPINACCI
Town Councilman
JONATHAN SCHNEIDER
Town Councilman

TOWN OF CARMEL
TOWN HALL



60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.carmelny.org


ANN SPOFFORD
Town Clerk

KATHLEEN KRAUS
Receiver of Taxes

MICHAEL SIMONE
Superintendent of Highways
Tel. (845) 628-7474

MEMORANDUM

TO: Chairman Harold Gary and Members of the Town of Carmel
Planning Board.

FROM: Michael G. Carnazza, Director of Code Enforcement 

DATE: July 11, 2018

RE: Bond Return for Ronin Properties
Tm# 74.11-1-20

-
- I inspected the property on 7/11/18 and found the property in substantial compliance with code.
 - I have no objection to the full return of the bond as it pertains to zoning.

Richard J. Franzetti, P.E.
Town Engineer




(845) 628-1500
(845) 628-2087
Fax (845) 628-7085

Office of the Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541

MEMORANDUM

To: Carmel Town Board

From: Richard J. Franzetti P.E. Town Engineer 

Date: July 13, 2018

Re: Request Payment for Repairs

This memorandum is being presented to the Town Board to request payment of the attached repairs invoices. These invoices are over the Town of Carmel's procurement policy threshold. The following provides a brief a summary of the work that was performed.

- Carmel Water District 12 – Saddle Repairs at 40 and 44 Emily Lane
On June 21, 2018 Inframark, the operators for CWD 12, notified the Engineering Department of a water leak in front of 40 Emily Lane. Upon further investigation it was determined that two (2) saddles in this area were leaking. Attached is an invoice in the amount of \$8,597.00 for Kuck Excavating to perform the repair.
- Carmel Water District 12 – Saddle Repairs at 57/58 Jennifer Lane
On June 20, 2018 Inframark, the operators for CWD 12, notified the Engineering Department of a water leak in front of 57/58 Jennifer Lane. Upon further investigation it was determined that saddle for this residence was leaking. Attached is an invoice in the amount of \$5,105.00 for Kuck Excavating to perform the repair.

We have advised the Comptroller's office of this expenditure and per the attached there are sufficient funds in budget for this work as describe.

The Engineering Department requests that the Town Board approve payment.

ED KUCK EXCAVATING INC
20 Day Road
Carmel NY 10512

July 01, 2018
Emergency – Two Blue Jet line Repairs

Town of Carmel Engineering Dept
60 McAlpin Avenue
Mahopac, NY 10541

CWD# 12
REQ #
Inv # TOC 063-18
Tax ID- 133851002
Vendor – 0670

Attn: Robert Vara

Job Location: #40 & #44 Emily Lane
Job Date: 6/21/18 & 6/22/18
As per: Inframark

Job Description

- Excavate and expose 6" water main and two saddles
- Replace both saddles
- Excavate curb boxes, primary electric lines and cable lines
- Pull two new 1" copper service lines under road
- Install two new curb boxes and valves
- Cut out 3' section and repaired
- Backfill and compact
- Lawn restoration to follow

Materials	Total hrs, yds, qty	Price per yd,qty,day	Total
Track Hoe MR55	25 hours	\$85.00	\$2,125.00 ✓
Machine operator 8am-4pm	16 hours	\$60.00	\$960.00 ✓
Machine operator	9 hours	\$90.00	\$810.00 ✓
Laborers 8am-4pm	2 men X 16 hours	\$48.00	\$1,536.00 ✓
Laborers	2 men X 9 hours	\$72.00	\$1,296.00 ✓
Dump truck	15 hours	\$90.00	\$1,350.00 ✓
Support Vehicle	Day rate X 2 days	\$155.00	\$310.00 ✓
Mud Sucker	Day rate X 2 days	\$70.00	\$140.00 ✓
Jumping Jack	Day rate	\$70.00	\$70.00 ✓
Total			\$8,597.00 ✓

ED KUCK EXCAVATING INC
20 Day Road
Carmel NY 10512

July 01, 2018
Emergency – Service Line Repair

Town of Carmel Engineering Dept
60 McAlpin Avenue
Mahopac, NY 10541

CWD# 12
REQ #
Inv # TOC 064-18
Tax ID- 133851002
Vendor – 0670

Attn: Robert Vara

Job Location: #58 Jennifer Lane
Job Date: 6/20/18
As per: Inframark

Job Description

- Pulled new 1" copper line under road to curb valve
- Installed new saddle on main
- Backfill and compact area
- All new service 1" copper
- Lawn restoration to follow

Materials	Total hrs, yds, qty	Price per yd,qty,day	Total
Track Hoe MR55	15 hours	\$85.00	\$1,275.00
Machine operator	15 hours	\$60.00	\$900.00
Laborers	2 men X 15 hours	\$48.00	\$1,440.00
Dump truck	15 hours	\$90.00	\$1,350.00
Mud Sucker	Day rate	\$70.00	\$70.00
Jumping Jack	Day rate	\$70.00	\$70.00
Total			\$5,105.00

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: CWD #12 Invoices
Date: Wednesday, July 11, 2018 3:59:16 PM
Attachments: [TOC 063-18.pdf](#)
[TOC 064-18.pdf](#)

Rich,

See attached invoices for emergency repairs in CWD #12 that will require an authorizing resolution from the board for payment. There are sufficient funds in the budget to cover this expense.

Thanks,

Donna Esteves
Engineering Department
Town of Carmel
60 McAlpin Ave, Mahopac, NY 10541
845-628-1500 ext. 184

From: [Genna, Pat](#)
To: [Pasquerello, Anne](#)
Subject: JCAP
Date: Monday, July 23, 2018 9:12:30 AM
Attachments: [img07232018_0001.pdf](#)

Ann,

I am requesting authorization to apply for the 2018-19 JCAP grant. The completed application must be submitted online by October 11, 2018. Please see attached letter. Thank you Pat

Dear Town and Village Justices:

We are pleased to invite you to apply for a 2018-19 Justice Court Assistance Program (JCAP) Grant. The Unified Court System's budget includes \$3 million in JCAP funding this fiscal year. The maximum JCAP award is \$30,000 per court, \$60,000 jointly (see Rule 138.3). Each year, all Town and Village Courts may apply for a JCAP grant for a variety of purposes including security equipment items, furniture, office equipment, courtroom and court facility improvements, and renovations. This year a new field has been added within the application where courts will be required to indicate the basis for the item(s) being requested. This required field is located on the Grant Items page (page 5 of 6) of the online application.

Applications for JCAP Grants are required to be submitted by Justice Court personnel only. Each court should designate one individual from within the court to submit the application. Applications and accompanying paperwork are due by **Thursday, October 11, 2018**. Prior to submitting an online JCAP application, please review the Rules of the Chief Administrative Judge (you may need to enter the User Name and Password if logging in to the OJCS website for the first time that day).

THE APPLICATION ITSELF IS SUBMITTED ONLINE ONLY, however, the following required documents must be submitted separately for applications to be considered. You may submit by mail to OJCS (Attn: JCAP), 187 Wolf Road, Suite 103, Albany, NY 12205, faxed to 518-438-3518, or emailed to jcap@nycourts.gov. Please do not send duplicate submissions of required documents.

- Signature Page (obtained when online application is submitted)
- Certified Board Resolution
- Court's Annual Budget
- Estimates (one estimate per item)

To begin the application process, you will be required to enter the *account name*: court and the *password*: jcap, using all lower case letters. When entering the application for the first time, you will be asked to select your court and create a unique password (eight letter maximum), you will then be assigned a Record ID. Please do NOT utilize numbers when creating your individualized password as the application is not programed to recall numbers within a password. Be sure to keep the account name(court), password (jcap), Record ID, and the unique password you created in a secure location; you will need this information to re-enter the application each time. Enter the 2018-19 JCAP Application Here

If you have any questions about JCAP, or if you need assistance completing the application, please contact the Office of Justice Court support at 1-800-232-0630 or email jcap@nycourts.gov

Best Regards,

Nancy M. Sunukjian

Director - Office of Justice Court Support
Special Counsel to the DCAJ
NYS Office of Court Administration
187 Wolf Road, Suite 103
Albany, NY 12205
(800) 232-0630



July 9, 2018

Mr. Jim Gilchrist
Town of Carmel
Sycamore Park
790 Long Pond Rd
Mahopac, NY 10541

Via Email: jrg@ci.carmel.ny.us

RE: Airport Park
Initial Construction
Town of Carmel, New York

Dear Mr. Gilchrist:

Our firm, Insite Engineering, Surveying & Landscape Architecture, P.C. (Insite) is pleased to submit this proposal for engineering services for your project.

Insite proposes to assist you with professional engineering services in anticipation of, and during, construction. These services include preparation of construction documents, bidding, shop drawing review, response to requests for information, observations, inspections, as well as other construction related services as may be required by your team.

1.0 QUALIFICATIONS

Insite is a firm with fresh ideas and a commitment to quality and service. Our experienced staff has been involved in many construction projects in the area, so we are confident that we can service your project well. Insite is staffed with Professional Engineers, Landscape Architects and Land Surveyors, all registered in the State of New York, a full design team, and state-of-the-art computer-aided design and drafting systems. We believe our experienced and multidisciplinary firm provides you with the expertise necessary to bring this project to successful completion.

Insite's mission as a leader in the fields of civil engineering, land surveying, and landscape architecture has remained consistent since our inception in 1989; we deliver prompt, professional services driven by value and client's needs. *At Insite, we make commitments you can count on, and deliver solutions you can build on.*

2.0 SCOPE OF SERVICES

Insite proposes to provide design and construction phase engineering services. Please note schedules and budget for our services are highly dependent on the pace and quality of construction. The following scope of work is proposed:

It is proposed to update the 2011 construction documents based on the envisioned construction program and current standards. The documents will address the initial construction program including mass earthwork, drainage, stormwater management and parking / road improvements. Future work by others would include topsoil amendment and placement, turf establishment, fencing, water supply, sewage disposal, and amenities, and are not part of the current scope of work.

3 Garrett Place, Carmel, New York 10512 (845) 225-9690 Fax (845) 225-9717
www.insite-eng.com

2.1. Construction Documents

Insite will update the 2011 drawings to current construction drawings and supplement them with technical specifications for the site related work. Insite will work closely with the Town on budgeting and value engineering to finalize the construction documents.

2.2. Bidding

Insite will assist the Town with bidding services, including the preparation of standard Town bidding documents, solicitation of contractors, bidding support, attendance of a pre-bid meeting, responding to requests for information from contractors during bidding, reviewing bids, and recommending the responsible lower bidder.

2.3. Construction Phase Services

Insite will provide part time construction phase services for the subject project. This task includes part-time construction inspection to ensure compliance with the approved plans and specifications. Also included in this task are: shop drawing review, response to contractor and owner Request for Information (RFI's), attendance of site meetings, and general construction support for the site related aspects of the project. The frequency of inspections will vary based on the pace of the work and quality of the construction. Insite manhours of time have been allocated for each task below, based on a 24-week active construction period.

- Project startup (24 manhours).
- Response to requests for information (24 manhours).
- Review of the submittals (40 manhours).
- Observations during construction (160 manhours).
- Erosion control inspections as required by the NYSDEC General Permit (100 manhours).
- Preparation of construction compliance documents for site improvements (24 manhours).
- Meetings and coordination with Town and Permitting Agencies (40 manhours).
- Survey as-built for compliance (60 manhours).

Please note that the final scope of work maybe altered based on the construction program and scheduling.

3.0 FEES FOR SERVICES

Insite's budgets for service are as follows:

2.1	Construction Documents	Budget	\$8,000.00
2.2	Bidding	Budget	\$4,000.00
2.3	Construction Phase Services	Budget	\$60,000.00

Insite's services will be billed monthly on a time and materials basis for all hours expended in accordance with the fee schedule in effect at the time the services are performed. Attached is Insite's current Fee Schedule, and General Terms and Conditions.

The scope of professional services as described in this proposal is inclusive of activities normally required by the Town of Carmel. The fees stated in this proposal do not include the following:

- Engineering services beyond those stated.

- Surveying services beyond those stated.
- Procurement of other regulatory permits (not anticipated).
- Services resulting from significant changes in the general scope, extent, or character of the project or its design, beyond the control of Insite.
- Reimbursable expenses per attached fee schedule.

4.0 AUTHORIZATION TO PROCEED

Should you find this proposal acceptable and wish to retain Insite to provide professional services, please sign this proposal in the Authorization to Proceed section, and return it to our office for acceptance. A fully executed copy of this proposal will be returned to you for your files.

This proposal is valid for 30 days from the date shown herein.

Thank you for this opportunity to submit this proposal. Should you have any questions or require any additional information, please feel free to contact our office.

Very truly yours,

INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C.

By: JJC
Jeffrey J. Contelmo, PE
Senior Principal Engineer

JJC/amk

Insite File No. 00006.3854

AUTHORIZATION TO PROCEED

This will authorize Insite Engineering, Surveying & Landscape Architecture, P.C. to proceed with professional services in accordance with this Proposal, and confirms the Client's acceptance of the attached Fee Schedule, and General Terms and Conditions (Agreement). Upon Insite's acceptance of this Proposal or commencement of the services, the Proposal, Fee Schedule and General Terms and Conditions shall constitute the Agreement between the Client and Insite.

In order to help us respond to your concerns promptly, please provide the following information pertinent to this project: address if other than on proposal, contact person if other than yourself, and phone numbers where you and/or contact may be reached during the day.

Signature: _____

Contact: _____

Printed Name: _____

Office #: _____

Date: _____

Fax #: _____

Address: _____

Cell #: _____

Email: _____

INSITE ACCEPTANCE:

Accepted By: _____

Date: _____

Insite File No. 00006.3854



2018 PROFESSIONAL SERVICES SCHEDULE

FEE SCHEDULE

Senior Principal	\$192./hr.
Principal	\$168./hr
Senior Project Personnel (Engineer, Landscape Architect, Surveyor)	\$146./hr.
Project Personnel (Engineer, Landscape Architect, Surveyor, Designer)	\$134./hr.
Senior Survey Technician/Senior Field Technician	\$116./hr.
Design Engineer/Landscape Designer/CADD Specialist	\$110./hr.
Designer/Survey Technician	\$98./hr.
CADD Operator/Field Technician	\$82./hr.
Junior Technician	\$72./hr.
Administration	\$52./hr.
Survey Field Crew (2-person)	\$218./hr.
Survey Field Crew (1-person)	\$160./hr.

Survey field crew rates stated are not based on prevailing wage rates. Assignments requiring prevailing wage rate surveying will require rate adjustments based on applicable prevailing wage rates specific to the assignment.

All hours are billed portal to portal. In addition, reimbursement is required for all actual expenses incurred including mileage (rate of \$0.60 per mile), special equipment, plotting, printing, postage, express deliveries, and related items.

GENERAL TERMS AND CONDITIONS

Insite shall mean only INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C., and Client shall mean the party that executed the attached Agreement.

Payment Unless otherwise provided in this Agreement, Insite shall invoice Client monthly as provided in the attached agreement. Insite submits invoices on a monthly basis or upon completion of each task, whichever comes first.

Invoices are payable within 15 days of the invoice date. Accounts remaining unpaid more than 15 days after the invoice date are subject to 1 percent interest per month (12 percent annually), starting from the date of the invoice. In addition, Insite may, after 30 days from the date of the invoice, suspend services until Insite is paid in full for amounts due for services rendered.

Changes in Scope Client shall have the right within the general purpose and intent of the project to change, add or delete items from services in writing and subject only to the agreement of Insite with respect to the effect on cost and schedule.

Insite Engineering, Surveying & Landscape Architecture, P.C.

2018 PROFESSIONAL SERVICES SCHEDULE

GENERAL TERMS AND CONDITIONS (Continued)

Client Responsibilities Client shall on a continuing basis throughout the term of this Agreement; maintain a designated representative, who shall be reasonably available to meet with Insite on Client's behalf; provide Insite with all relevant project related data available to Client; and unless otherwise provided arrange for access, entry and use of property of Client (including utilities thereon) and others, as and when reasonably required by Insite for performance of services.

Change in Law Client shall bear the cost of any material change in, or addition to, services resulting from a change in law or interpretation effective after the date of this Agreement.

Force Majeure Neither party shall be liable for loss or damage suffered by the other as a result of any failure or delay in the performance of its obligations under the Agreement caused by a Force Majeure event or circumstance beyond its reasonable control.

Other Use of Results Client acknowledges that deliverable documents, drawings and data in whatever form ("Documents") produced directly or indirectly through the efforts of Insite in performing services and any analyses, recommendations, or conclusions ("Results") they contain are based upon the specific circumstances and conditions of the project and are intended solely for use by Client in connection with the project. Any change or other than agreed upon use of Documents or Results shall be at the sole risk of Client. Regardless of when delivered, Documents and Results shall become the property of Client upon Insite's receipt of payment in full. Client agrees to defend, indemnify and hold harmless Insite from and against any and all losses arising from Client's direct or indirect use of Documents or Results, other than in connection with project.

Indemnification Subject to the provision of these General Terms & Conditions, Insite agrees to defend, indemnify and hold harmless Client, its directors, officers, employees, agents, successors and assigns from losses to the extent and in the proportion caused by the willful misconduct or negligent acts, errors or omissions of Insite, its directors, officers, employees, and its agents, subcontractors, successors and assigns. To the extent and in the proportion not caused by the willful misconduct or negligent acts, errors or omissions of Insite, its directors, officers, employees or its agents, subcontractors, successors and assigns, Client agrees to defend, indemnify and hold Insite harmless from losses arising in connection with project.

Insurance Throughout the term of this Agreement, Insite shall maintain insurance including Worker's Compensation; Automobile; General Liability; and Professional Liability insurance.

Liability The maximum liability of Insite, its directors, officers, employees and its agents, subcontractors, successors and assigns to Client pursuant to these General Terms & Conditions shall be limited to \$1,000,000.

Limitation of Damages The parties waive any right they may have at law or in equity to demand or receive consequential or punitive damages.

Suspension of Services Client shall have the right to suspend all or part of the services, provided Client gives Insite at least seven (7) days' notice of the dates each suspension is to begin and end.

Termination Either party shall have the right to terminate this Agreement without cause upon thirty (30) days' notice. In the event this Agreement is terminated by either party, Client shall pay in full for services performed and costs reasonably incurred by Insite, its agents and subcontractors up to the effective date of termination.

Assignment Except as otherwise provided herein, this Agreement shall not be assignable by either party, in whole or in part, without the prior written consent of the other party.

Notice All notices shall be given to the other party in writing by electronic delivery, hand delivery, express mail, or U.S. mail service providing proof of delivery.

Integration This Agreement shall constitute the entire agreement between the parties.

Modification This Agreement shall not be modified or replaced, in whole or in part, except by written amendment.

Interpretation This Agreement shall be interpreted and enforced in accordance with the Laws of the State of New York.

Severability If any provision of this Agreement is determined or declared by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Agreement shall be unaffected and shall be interpreted so as to give the fullest practicable effect to the original intent of the parties.

Waiver Unless otherwise agreed in writing, neither party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

PENFLEX, INC.

SERVICE AWARD PROGRAM SPECIALISTS

www.penflexinc.com

Penflex, Inc.
50 Century Hill Dr., Suite 3
Latham, NY 12110

Phone: 800.742.1409
Fax: 518.783.6915
Email: info@penflexinc.com

June 19, 2018

Ms. Mary Ann Maxwell, Comptroller
Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

Dear Ms. Maxwell:

As the contracted Volunteer Ambulance Worker Service Award Program Administrator, we have prepared the enclosed December 31, 2017 Annual Report for the Carmel Ambulance District No. 1 Service Award Program. Enclosed with the report are ten copies of the *Executive Summary*. A copy of this report should be kept at the Town offices and be available for review and inspection.

The Town of Carmel's calendar year 2018 contribution to the Emergency Squad Trust fund for program year ending December 31, 2017 is **\$22,156**.

A check for this amount should be made payable to:

Glens Falls National Bank and Trust Company

and mailed by August 17, 2018 (60 days from the date of this letter), to:

**Penflex, Inc.
50 Century Hill Drive, Suite #3
Latham, NY 12110**

Individual Service Award Program Participant Account Statements have been mailed to the Ambulance District for distribution to the program participants. Feel free to provide the Ambulance District with a copy of the Annual Report.

At your request, a representative from Penflex, Inc. will meet with Town officials and/or Town Board Members to review the enclosed report and/or the Volunteer Ambulance Worker Service Award Program in general. Please be aware that a fee will be charged to attend such a meeting.

Please contact our office if you have any questions about the enclosed Annual Report or Executive Summary.

Sincerely,



Kati Young, ASA, EA, MAAA
Enrolled Actuary
kyoung@penflexinc.com

Enclosures

**TOWN OF CARMEL
CARMEL AMBULANCE DISTRICT NO. 1
SERVICE AWARD PROGRAM
DECEMBER 31, 2017 SPECIAL COMMENTARY**

2018 CALCULATED CONTRIBUTION

The program Trust Fund contribution to be made in 2018 is \$22,156.

The required contribution due in 2018 is a decrease of about \$12,000 from the contribution that was due in 2017 of \$34,332. The decrease is largely the result of a decrease in the number of pre-entitlement age active volunteers from 22 in 2016 to 16 in 2017; a favorable investment return on the program assets in 2017 also served to decrease the calculated contribution.

ASSUMPTION CHANGES

The assumed rate of investment return has been lowered from 6.00% to 5.75% effective with the current Annual Report and is reflected in the 2018 calculated contribution. The assumed rate of investment return represents the long-term (10 to 20 years) expectation for future investment returns on Trust assets. The reduction in the assumed rate has been made in order to reflect the general downward trend that has been observed for equity market expectations over the past five years. Although some economic indicators suggest a strengthening US economy, we continue to be in a low-interest rate environment of unprecedented duration. Current economic conditions combined with long-term capital market expectations provided by investment professionals have resulted in this downward adjustment for the assumed rate of investment return.

In general, a reduction in the assumed rate of investment return will have the effect of increasing plan liabilities which would in turn increase the calculated program contribution. However, the favorable investment experience of Trust Fund assets in 2017 (the actual rate of return was 15.73% compared to the 5.75% assumption) has offset much of the impact of this assumption change. The Trust Fund investments are managed by Glens Falls National Bank & Trust Company through a contract with the Office of the New York State Comptroller.

INVESTMENT RETURN, FUNDED RATIO & FUTURE CONTRIBUTIONS

The program funded ratio is 113% as of December 31, 2017, an increase from 105% as of December 31, 2016. The Trust Fund's favorable investment experience in 2017 contributed to the increase in the funded ratio.

See Exhibit VIII in the annual report for an estimate of contributions for 2019-2022.

PARTICIPATION NOTES

Non-vested program participants Melissa DePass, Edward Duffy, Kevin Durmer, Domenica Lipton and Thomas Priolo left the Corps during 2017 and consequently forfeited their accrued service award and service credit earned through 12/31/2017. Note that if any former participant returns as an active member within five years and subsequently earns a year of service credit, their accrued service award and service credit will be restored.

Catherine Groneman reached the entitlement age and commenced payment of her monthly service award effective December 1, 2017. She elected to be paid in the form of a lifetime-only monthly benefit.

Carmel Ambulance District No. 1 Service Award Program

12/31/2017 FACT SHEET

Schedule of Funding Progress

<u>Actuarial Valuation Date</u>	<u>Net Program Assets (A)</u>	<u>Actuarial Accrued Liability (B)</u>	<u>Unfunded Liability (B) - (A)</u>	<u>Funding Ratio (A) ÷ (B)</u>
12/31/2012	\$449,753	\$455,864	\$6,111	99%
12/31/2013	\$551,970	\$509,425	\$0	108%
12/31/2014	\$605,992	\$565,520	\$0	107%
12/31/2015	\$631,179	\$598,197	\$0	106%
12/31/2016*	\$676,952	\$645,262	\$0	105%
12/31/2017**	\$784,191	\$690,958	\$0	113%

Comparison of Costs

<u>Actuarial Valuation Date</u>	<u>Calculated Contribution (C)</u>	<u>Sponsor Contribution (D)</u>	<u>Excess/(Deficit) Contribution (D) - (C)</u>	<u>Date(s) of Contribution</u>
12/31/2012	\$46,917	\$46,917	\$0	8/20/2013
12/31/2013	\$43,864	\$47,864	\$4,000	7/30/2014
12/31/2014	\$48,218	\$48,218	\$0	8/20/2015
12/31/2015	\$46,949	\$46,949	\$0	7/21/2016
12/31/2016*	\$34,332	\$34,332	\$0	7/26/2017
12/31/2017**	\$22,156	To be determined	To be determined	Due in 2018

Investment Rate of Return

2013: 18.16%	2014: 6.35%	2015: 1.16%	2016: 4.86%	2017: 15.73%
5-year Average Rate of Return: 9.06%				

Program Participation Breakdown

	<u>As of 12/31/2016</u>	<u>As of 12/31/2017</u>
Entitled participants (post-EA)	11	12
Active participants (pre-EA)	22	16
Inactive participants (pre-EA)	7	3
Terminated vested participants (pre-EA)	15	23
Total	55	54
Pre-EA participants earning service credit	14	13
Post-EA participants earning service credit	2	2
Total	16	15
Non-vested Terminations	2	5
Volunteers Not Participating in Program:	18	14

* The mortality table was updated to the RP2014 Male table, without projection.

** The assumed rate of investment return was lowered from 6.00% to 5.75%.

Carmel Ambulance District No. 1
Service Award Program

Exhibit I

Summary of Plan Year Actuarial Cost Calculations

Components of 2018 Actuarially Determined Program Contribution

(1) Present Value of Accrued Benefits (Entitled):	\$318,776
(2) Present Value of Projected Benefits (Actives):	\$345,670
(3) Present Value of Accrued Benefits (Inactives)	\$14,915
(4) Present Value of Accrued Benefits (Vested Terminations):	\$221,208
(5) Post EA Service Liability:	\$9,274
(6) Valuation Assets:	\$784,191
(7) Average Temporary Annuity:	11.24963
(8) Normal Cost: $[(1)+(2)+(3)+(4)-(5)-(6)]/(7)$	\$9,521
(9) Post EA Service Amortization Payment:	\$4,819
(10) Trustee Fees Paid from the Trust Fund During 2017:	\$3,551
(11) Administration Fees Paid from the Trust Fund During 2017:	\$3,355
(12) Contribution Timing Adjustment:	\$910
(13) Calculated Program Contribution due in 2018: $(8)+(9)+(10)+(11)+(12)$	\$22,156

Funded Ratio as of 12/31/2017

(14) Present Value of Accrued Benefits:	\$690,958
(15) Funded Ratio: $(6) / (14)$	113%

TOWN OF CARMEL HIGHWAY DEPARTMENT

Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

MICHAEL SIMONE
Superintendent of Highways

845.628.7474
FAX 845.628.1471
MSimone@bestweb.net

FROM THE DESK OF: *Michael Simone* 

TO: SUPERVISOR KENNETH SCHMITT
TOWN BOARD

DATE: JULY 17, 2018

RE: REQUEST TO ATTEND 2018 NYSAOTSOH/NYSCHSA JOINT CONFERENCE

I am requesting the authorization to attend NYS Association of Town Superintendents of Highways/NYS County Highway Superintendents Association Joint Conference September 17 to September 20, 2018.

The estimated cost:

- \$507 – 3-night stay @ \$169/night
- \$505 – Registration fee/meals
- \$200 – Estimated gas/incidentals

These costs are included in my 2018 Budget.

cc Comptroller
2018 Chrono Book
Highway Request File
Purchasing File

NYSAOTSOH and NYSCHSA



Joint Conference



SCHEDULE OF EVENTS

Monday – September 17, 2018

3:00 PM – 5:00 PM

Exhibitor Set-up & Registration

5:30 PM – 7:30 PM

President's Dinner and Reception with Exhibitors

8:00 PM – 11:00 PM

Networking Event

Tuesday – September 18, 2018

7:00 AM

Breakfast

8:00 AM – 8:45 AM

Keynote Address – Strength in Unity!

Presented by Joe Boardman

Joe Boardman retired in 2016 after eight years as Amtrak president and CEO. Previously, he was President



George W. Bush's Federal Railroad Administrator and was the longest serving Commissioner of Transportation in New York State history.

8:45 AM – 9:45 AM

Concurrent Education Sessions

CEC Session: Roadside Erosion Techniques and Using Compost as a Restoration, Stabilization and Storm Water Control Medium



Presenters from Cornell Local Roads Program, Cornell Waste Management Institute, Barton & Loguidice and the Tompkins County Soil & Water District

This program will review the benefits and performance specifications of compost media applied to highway projects. It is based on the results of several demonstration and pilot test projects conducted in Tompkins County under the auspices of the county's Soil & Water District and the Cornell Waste Management Institute. These projects evaluated stabilization and water quality improvements by

using different application methodologies with compost. This presentation will educate the audience on compost selection, science, erosion control properties, nutrient and agronomic application.

Safety Training (How to Organize County Wide Programs)

Presented by John Usher from the NYS Department of Labor

This program will give you tips and best practices on how to better organize and coordinate safety trainings with other municipalities within your region.

9:45 AM – 10:15 AM

Break with Exhibitors

10:15 AM – 11:15 AM

Concurrent Education Sessions

CEC Session: An Introduction to Hot Pour Mastics

Presented by Rick Stone, Maxwell Products



Within the pavement preservation industry there is a growing use of hot pour mastics to permanently repair roads and bridges that suffer from various issues such as wide deep cracks, paving seam and shoulder joint failures, potholes, bridge deck failures, raveled pavements, manholes and culverts and much more.

Hot pour mastics combine the flexibility and adhesion of rubberized asphalt sealants with the strength and load bearing of engineered aggregates that completely fill the repair void.

The result provides a stable, flexible repair that bonds firmly with existing pavements to seal out water, return structural strength, improve ride quality and prevent further damage for years to come.

Emergency Response/Shared Services Coordination/Incident Command Training

Presenters from the NYS Office of Emergency Management

Noon

Lunch

1:00 PM – 5:00 PM

Afternoon Events

7:00 PM – 10:00 PM

Vendor Night, Reception and Dinner with Exhibitors

Wednesday – September 19, 2018

7:00 AM – 8:30 AM

Breakfast

7:30 AM – 8:30 AM

NYSCHSA/ACEC Meeting

8:30 AM – 9:30 AM

Concurrent Education Sessions

CEC Session: Developing and Executing a Bridge & Culvert Capital Improvement Program

Presented by John Papponetti, P.E., LaBella Associates



This presentation will walk through the steps Orleans County took to create a bridge and culvert infrastructure inventory and database system. It will cover how the inventory and database system was used to determine which structures were to be included in the Capital Plan, how the county utilized various sources of funding to accomplish the goals of the plan and the end results of the plan.

Snow and Ice Management - Liquids

Presented by Mike Lashmet II, P.E., Snow and Ice Program Engineer, NYS Department of Transportation

This education session will provide you with information on best practices regarding the use of ice-melting liquids. It will cover the various options available, how they work, when it should be applied and how much should be used.

9:30 AM – 10:00 AM

Break with the Exhibitors

10:00 AM – 11:00 AM

Concurrent Education Sessions

CEC Session: Design-Build – Not Just for Large State Projects Anymore
Presented by Vance Carpenter, P.E., Jefferson County and Gerard J. Sentz, P.E., Foit-Albert Associates



Since Design-Build legislation passed in 2011 to allow certain state agencies to follow this new procurement process, many projects have been awarded and constructed following that procedure. Jefferson County's CR 156 (Plank Road) over Jacobs Creek followed a different process that could be called "Design-Build" as there was no bidding. This presentation will briefly review the history of Design-Build in New York, touch on the history of the project (which Foit-Albert Associates designed, and Jefferson County constructed), and then concentrate on the construction of the project and how the field work interfaced with the design.

BRIDGE-NY Round-II

Presented by NYS Department of Transportation representatives Diane Keneally and Rich Marchione, P.E.

This session will give an overview of the BRIDGE-NY program, including administrative aspects (State Local Agreement) as well as the process. It will provide grantees with suggestions on how to submit better applications and have more projects funded.

11:15 AM – 12:15 PM

Concurrent Education Sessions

CEC Session: What Would You Do? Ethical Choices

Presented by David Orr, P.E., Cornell Local Roads Program



When faced with an ethical dilemma, knowing what to do is not always easy or straightforward. This interactive session will review some typical ethical problems for engineers. For each scenario, an interactive response will be used to acquire and review the audience's responses when asked "What would you do?"

Legislative & Advocacy Roundtable

Association lobbyists will provide an overview of the 2018 Legislative Session and discuss landscape as well as strategies for 2019.

12:30 PM – 1:30 PM

Lunch

12:30 PM – 1:30 PM

Associate/Affiliate/TIC Luncheon

1:45 PM – 3:15 PM

Education Session

Legal and Regulatory Panel

Industry and legal experts will be available for a Q&A session, including NYSAOTSOH's Association Counsel, Tim Frateschi.

3:15 PM – 3:30 PM

Break

3:30 PM – 4:30 PM

NYSAOTSOH Annual Meeting of the Members

6:00 PM – 7:00 PM

Reception

7:00 PM – 9:00 PM

Annual Banquet

9:00 PM – 11:00 PM

Entertainment

Thursday – September 20, 2018

7:00 AM – 8:30 AM

Breakfast

8:30 AM – 10:30 AM

NYSCHSA Business Meeting

8:45 AM – 10:00 AM

Retirement Informational Session

A representative from the New York State and Local Retirement System will give a short presentation and answer questions.

CANCELLATION POLICY

Anyone canceling their registration in writing prior to August 31st will receive a full registration refund. After that time, cancellations, submitted in writing, will receive a 50 percent registration refund. There will be no refunds after September 10th. There will be no credits issued for no-shows, early departures or unused meal tickets. Participants are otherwise responsible for all charges outlined in the registration form submitted to Association Headquarters.

EXHIBITOR SCHEDULE

Set-up: 3:00 PM – 5:00 PM on Monday, September 17

President's Reception/Dinner: 5:30 PM – 7:30 PM on Monday, September 17

Morning Refreshment Break: 9:45 AM – 10:15 AM on Tuesday, September 18

Vendor Night (dinner and dessert in exhibit space): 7:00 PM – 10:00 PM on Tuesday, September 18

Morning Refreshment Break: 9:30 AM – 10:00 AM on Wednesday, September 19

Breakdown: All exhibitors must be broken down by 2:00 PM on Wednesday, September 19

RESERVATIONS/ROOM RATES

Check-in time 3:00 PM

Hotel reservations can be made by calling Turning Stone directly at 1-800-771-7711 by Friday, August 24, 2018. In order to receive the group rate please mention the NYSAOTSOH/NYSCHSA Room Block. Rooms are available in the Tower and the Hotel on a first come first serve basis. The rate is \$169.00 for both Hotel and Tower Rooms. For Triple and Quad Rates, add \$10.00 per each additional person per night. Tax exempt status will be honored.

WHAT IS THE CONTINUING EDUCATION CONSORTIUM

Under state law effective January 1, 2004, professional engineers and land surveyors are required to obtain continuing education credits in the form of Professional Development Hours (PDHs) to maintain their professional license. One professional development hour (PDH) equals 50 minutes of instruction or presentation. In order to assist its members in meeting this requirement and to enhance professional development on all levels, the New York State County Highway Superintendents Association (NYSCHSA) formed the Continuing Education Consortium (CEC).

The Continuing Education Consortium is an approved Sponsor Organization by the Practicing Institute of Engineering, Inc. (PIE). As a Sponsor Organization, CEC will prepare, promote and implement accredited Continuing Education activities in accordance with NYS Education Department regulations.

The goal of the Continuing Education Consortium is to use the collective talents of the County Highway Association membership to develop, evaluate and administer training programs that meet continuing education criteria.

TRAINING PROGRAM ATTENDANCE VERIFICATION INSTRUCTIONS

In order to receive professional development hours (PDH) for CEC Training Programs, you must complete all of the following steps on site the day of the program:

1. Sign in at each Training Program (CEC staff will scan your badge to "Sign In" for each program)
2. Attend the entire program – there will be no partial credit awarded to those who sign in late or leave early.
3. Complete and hand in the Training Program Evaluation Form (Evaluation form will be received at sign in for the program and must be completed and returned at sign out).
4. Check out at the end of each Training Program (CEC staff will scan your badge to "Sign Out" for each program).
5. Certificates of Completion will be handed out at the end of the session to attendees who successfully complete all steps.

NYSCHSA offers accredited Professional Development Hour (PDH) Programs complimentary to its membership as part of the conference registration tuition. Attendees should plan to pre-register for the conference program using the enclosed registration form. You must be a NYSCHSA member in good standing in order to receive complimentary PDHs.

JOINT CONFERENCE REGISTRATION FORM

Online Registration is now available. Visit www.countyhwys.org or www.nystownhwys.com to register today!

Registration Deadline is Friday, August 24, 2018!

ATTENDEE NAME Michael Simone

GUEST NAME _____

JOB TITLE Superintendent of Highways

COUNTY/TOWN/ORGANIZATION _____

Town of Carmel

ADDRESS 55 McAlpin Ave

Mahopac NY 10541

CITY STATE ZIP

PHONE 845.628.7474

FAX 845.628.1471

EMAIL MSimone@Bestweb.net

CONFERENCE REGISTRATION OPTIONS -

Hotel room rates are NOT included in registration

- ☒ Full Conference Package - \$505
(Monday - Thursday, Includes Program Registration Fee & All Meals - Three Breakfasts/Two Lunches/Three Receptions & Dinners)
- ☐ Full Conference Spouse/Guest Package - \$405
(Monday - Thursday, Includes All Meals - Three Breakfasts/Two Lunches/Three Receptions & Dinners)
- ☐ Registration Fee Only (Does NOT include meals) - \$100

A La Carte Meal Options (Those who do not plan on purchasing the full conference package will need to pay the conference registration fee plus the cost of any meals they plan to attend):

- ☐ Monday Reception/Dinner - \$95
- ☐ Tuesday Breakfast - \$25
- ☐ Tuesday Lunch - \$32
- ☐ Tuesday Vendor Night Reception/Dinner - \$95
- ☐ Wednesday Breakfast - \$25
- ☐ Wednesday Lunch - \$32
- ☐ Wednesday Reception/Banquet - \$95
- ☐ Thursday Breakfast - \$25

SPONSORSHIP OPPORTUNITIES

- ☐ Diamond - \$20,000
- ☐ Platinum - \$15,000
- ☐ Gold - \$10,000
- ☐ Silver - \$5,000
- ☐ Bronze - \$2,500
- ☐ Conference Supporter - \$1,000
- ☐ Golf Tournament Hole Sponsor - \$250

EXHIBIT BOOTH REGISTRATION

- ☐ Exhibit Booth (Includes one (\$100) Conference Registration) - \$500

Please submit 3 booth numbers in order of preference:

1. _____ 2. _____ 3. _____ (See diagram on back page)

TOTAL AMOUNT ENCLOSED \$ _____

CREDIT CARD



CREDIT CARD NUMBER _____

EXP. DATE _____

SECURITY CODE _____

NAME ON CARD _____

ADDRESS (CITY/STATE/ZIP) _____

SIGNATURE _____

PLEASE MAKE CHECKS PAYABLE TO:

NYSCHSA and return to: NYSCHSA NYSAOTSOH Joint Conference Sponsorships, 136 Everett Road | Albany, NY 12205

QUESTIONS?

Please contact NYSCHSA Association Headquarters:
(518) 465-1694 or info@countyhwys.org

Or

NYSAOTSOH Association Headquarters
(518) 426-1023 or info@nystownhwys.org



TOWN OF CARMEL HIGHWAY DEPARTMENT

Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

MICHAEL SIMONE
Superintendent of Highways

845.628.7474
FAX 845.628.1471
MSimone@bestweb.net

FROM THE DESK OF: *Michael Simone*

TO: SUPERVISOR KENNETH SCHMITT
TOWN BOARD

DATE: JULY 17, 2018

RE: CAPITAL PROJECTS – DIESEL SYSTEM UPGRADES

Per my discussions with the Town Board and Comptroller MaryAnn Maxwell over the past couple of years, I must move forward with the diesel fuel system upgrades. The present system is failing and I do not have the necessary fueling capacity for my vehicles & equipment in emergency situations.

Therefore, I am requesting \$132,000 Capital Funds be released in order to cover costs for the system, additional tank, materials & installation, plus cost to construct 2-concrete pads by the Highway Department and anticipated electrical upgrades, as well as unanticipated expenses. It is my belief that the entire amount will NOT BE NECESSARY.

I also request the release of a Purchase Order as follows:

- \$99,855.00 APPECCO Fueling system, tank, materials & installation per the attached quote dated February 2, 2018.

cc Comptroller
2018 Chrono Book
Highway Request File
Purchasing File



#10969



63 Orange Ave.
Walden, NY 12586
Phone (845) 778-5110 • Fax (845) 778-4110

February 2, 2018

Town Of Carmel
Highway Department
Attention: Mr. Michael Simone – Highway Superintendent
55 McAlpin Avenue
Mahopac, NY 10541

SUBJECT: Fueling system upgrade at Highway department and Outpost

Mike,

Per our meeting and at your request we are pleased to offer the following estimate:

Highway Department & Outpost

- Lock out/tag out existing system. Remove remaining product in tank and disconnect from system. Remove dispenser and prep for town to relocate equipment at water outpost.
- Town to supply, form and pour concrete pad for above items or we can supply at \$9,355 for tank pad
- APECCO to remount tank, piping, electric, phone modem and set tank.
- Supply and install one OPW Integra and OPW Petro vend POS system, and tie into existing dispenser.
- Purge, calibrate and start up tank system

PRICE (less tank pad or add tank pad price above to this price)..... \$38,980.00

- Supply and install one Double wall 6,000 gallon Highland tank with overfill protection, epoxy finished and tank top items, including ladder and remote fill STP turbine pump and decals, vents and gages.
- Town to supply, form and pour concrete pad for above tank or we can supply extension pad for \$6,980 at highway department.
- Supply and install one OPW Integra and OPW Petro vend POS system interstitial sensor, overfill alarm and acknowledgement switch, fuel piping and pump box.
- Supply and install one (1) Gasboy single product diesel dispenser with high hose retriever, nozzle, swivel and breakaways
- Startup system to coordinate both units and software (up to 8 hours of training)

PRICE (less tank extension pad or add price as shown above to this number)..... \$99,855.00

TERMS OF PAYMENT. Payment shall be net ten (10) days from date of invoice or as otherwise specified by Seller. Buyer agrees to pay the entire net amount of each invoice from Seller pursuant to the terms of each such invoice without offset or deduction. Orders are subject to credit approval by Seller, which may in its sole discretion at any time change the terms of Buyer's credit, require payment in cash, bank wire transfer or by official bank check and/or require payment of any or all amounts due or to become due for Buyer's order before shipment of any or all of the Products. If Buyer fails to make payment when due Buyer shall pay interest on any invoice not paid when due from the due date to the date of payment at the rate of one and one-half (1-1/2%) percent per month or such rate as may be the maximum allowable by law. Seller may pursue any legal or equitable remedies, in which event Seller shall be entitled to reimbursement for costs of collection and reasonable attorneys fees. All merchandise sold to Buyer under this agreement is subject to a security agreement stating that the merchandise Buyer purchased from Seller is the sole property of Seller until Buyer has paid for it in full, and should Buyer fail to pay for such merchandise upon the due date or making financing arrangements with Seller, we have Buyer's permission to enter Buyer's premises with reasonable notice, that has been properly served, to repossess the merchandise. Any check received from Buyer may be applied by Seller against any obligation owing from Buyer to Seller, regardless of any statement appearing on or referring to such check, without discharging Buyer's liability for any additional amounts owing from Buyer to Seller, and the acceptance by Seller of such check shall not constitute a waiver of Seller's right to pursue the collection of any remaining balance.

Installations • Sales • C-Store Construction • Service

Line items not included in above pricing:

- Vac truck with operator..... \$115 per hour
- Liquid waste (Tank bottom sludge disposal per 55 gallon DOT drum)..... \$1 per gallon
- Tank NYSDEC paperwork compliance upgrade \$included
- Additional items such as contamination, rock, water or unforeseen conditions will be added under approved line item change orders if required.
- Additional electronic tech service hours..... \$85 per hour
- Loading and unloading of tanks are by the DPW. We will supply a price if a crane is required. Please advise

Please issue a purchase order and we will order equipment. Tank is estimated at 4 weeks from receipt of order. Thanks you for the opportunity and we look forward to entering your valued order.

Signature _____
Print Name _____
DATE _____
PO# _____

Sincerely,



Anthony M Rizzi (Tony)
President
American Petroleum Equipment and Construction Company. Inc.

TERMS OF PAYMENT. Payment shall be net ten (10) days from date of invoice or as otherwise specified by Seller. Buyer agrees to pay the entire net amount of each invoice from Seller pursuant to the terms of each such invoice without offset or deduction. Orders are subject to credit approval by Seller, which may in its sole discretion at any time change the terms of Buyer's credit, require payment in cash, bank wire transfer or by official bank check and/or require payment of any or all amounts due or to become due for Buyer's order before shipment of any or all of the Products. If Buyer fails to make payment when due Buyer shall pay interest on any invoice not paid when due from the due date to the date of payment at the rate of one and one-half (1-1/2%) percent per month or such rate as may be the maximum allowable by law. Seller may pursue any legal or equitable remedies, in which event Seller shall be entitled to reimbursement for costs of collection and reasonable attorneys fees. All merchandise sold to Buyer under this agreement is subject to a security agreement stating that the merchandise Buyer purchased from Seller is the sole property of Seller until Buyer has paid for it in full, and should Buyer fail to pay for such merchandise upon the due date or making financing arrangements with Seller, we have Buyer's permission to enter Buyer's premises with reasonable notice, that has been properly served, to repossess the merchandise. Any check received from Buyer may be applied by Seller against any obligation owing from Buyer to Seller, regardless of any statement appearing on or referring to such check, without discharging Buyer's liability for any additional amounts owing from Buyer to Seller, and the acceptance by Seller of such check shall not constitute a waiver of Seller's right to pursue the collection of any remaining balance.



TOWN OF CARMEL HIGHWAY DEPARTMENT

Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

MICHAEL SIMONE
Superintendent of Highways

845.628.7474
FAX 845.628.1471
MSimone@bestweb.net

FROM THE DESK OF: *Michael Simone*

TO: TOWN BOARD

DATE: JULY 17, 2018

RE: REQUEST PURCHASE GUIDERAIL

I am requesting to purchase guiderail from Chemung Supply as follows:

	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>PP UNIT</u>	<u>TOTAL</u>
<i>Ulster County Bid: RFB-UC18-011, Contract Period 5/1/18 to 4/30/19</i>				
	Used W-beam Rail	72	\$ 58.40	\$ 4,204.80
	NEW Terminal Sections	8	\$ 68.00	\$ 544.00
	Used Posts	115	\$ 33.05	\$ 3,800.75
	Post Bolts	115	\$ 1.00	\$ 115.00
	Support Bolts w/2Nuts	115	\$ 1.00	\$ 115.00
	Splice Bolts w/Nuts	600	\$ 1.00	\$ 600.00
<i>Putnam County Bid: RFB-39-17, Contract Period 11/1/17 to 10/31/18</i>				
<i>Estimate</i>	Installed Equipment & 2 Operators/hour	16	\$ 310.00	\$ 4,960.00

TOTAL 900' MISCELLANEOUS REPAIRS: **\$ 14,339.55**

Buckshollow Rd, Crest DR, Kennicut Hill Rd, Miller Ave, Union Valley Rd, Washington Rd

cc Comptroller
2018 Chrono Book
Highway Request File
Purchasing File

COUNTY OF ULSTER

*Michael P. Hein
County Executive*



ULSTER COUNTY PURCHASING DEPARTMENT

*Ed Jordan
Interim Director of Purchasing*

CONTRACT AWARD INFORMATION

Number: RFB-UC18-011

Title: GUIDE RAIL

Contract Period: May 1, 2018 - April 30, 2019

Authorized Users: ALL

View Specifications at: <http://www.empirestatebidsystem.com/>

Submit Inquiries to:

Name: DEAN RYLEWICZ

Phone: 845-340-3405

Email: dryl@co.ulster.ny.us

DESCRIPTION

The purpose of this bid is to establish a price for the purchase as needed by Ulster County Department of Highway and Bridges, new and used Galvanized Corrugated Beam Type and Box Beam Type Guide Rail.

<u>AWARDED VENDORS</u>	<u>NAME/ ADDRESS/ CONTACT</u>	<u>Phone/Fax/Email</u>
CHEMUNG SUPPLY CORP	CARL PERINE PO BOX 527 ELMIRA, NY 14902	PHONE: 607-733-5506

COUNTY OF ULSTER – PURCHASING DEPARTMENT THIRD FLOOR, 244 FAIR STREET, PO BOX 1800, KINGSTON, NY 12402-1800 PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.co.Ulster.ny.us/purchasing/		
BID NAME: GUIDE RAIL	RFB-UC18-011	- 22 -

PRICE FORMS
SECTION A - NEW GUIDE RAIL

Chemung Supply Corp
BIDDER

<u>ITEM</u>	<u>ITEM NAME</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>EST. ANNUAL USAGE</u>	<u>NEW PRICE EACH UNIT</u>	<u>EXTENSION</u>
1 N	CORRUGATED INTERMEDIATE RAILS	STANDARD LENGTH 13' 6 1/2"	LGTH	1,000	\$ 78.40	\$ 78,400.00
2 N	CORRUGATED TERMINAL RAIL	STANDARD LENGTH 13' 6 1/2" (SHEET 606-7) W/10-1" DIA HOLES AT 3" OC	LGTH	500	79.60	39,800.00
3 N	CORRUGATED CURVED DRIVEWAY END	STD LGT 13' 6 1/2" SHOP CURVED W/10-1" DIA HOLES 3" OC SHT 606-7	LGTH	100	104.00	10,400.00
4 N	GALVANIZED TERMINAL SECTION	SHEET 606-7	EACH	10	68.00	680.00
5 N	GALVANIZED SPLICE BOLT W/NUT	5/8" DIA X 1 1/4" SHEET 606-7	SET	1000	1.00	1000.00
6 N	GALVANIZED POST BOLTS	5/16" DIA X 1 3/4" W/NUT & 1 3/4" X 1 3/4" #10 SQ WASHER SHEET 606-7	SET	1000	1.00	1000.00
7 N	GALVANIZED SUPPORT BOLTS W/2 NUTS	1/2" DIA X 1 1/2" SHEET 606-7	SET	1000	1.00	1000.00
8 N	GALVANIZED GUIDE POST for 'W' RAIL	3X5.7, L= 5'3" SHEET 606-7	EACH	200	1.00	200.00
9 N	CURVED GUIDE RAIL	RADIUS OF 50 FT. & OVER	FOOT	100	8.00	800.00
10 N	CURVED GUIDE RAIL	RADIUS OF 40 FT. - 49 FT.	FOOT	100	8.00	800.00
11 N	CURVED GUIDE RAIL	RADIUS OF 30 FT - 39 FT	FOOT	100	8.00	800.00
12 N	CURVED GUIDE RAIL	RADIUS OF 20 FT - 29 FT	FOOT	100	8.00	800.00

COUNTY OF ULSTER – PURCHASING DEPARTMENT THIRD FLOOR, 244 FAIR STREET, PO BOX 1800, KINGSTON, NY 12402-1800 PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.co.Ulster.ny.us/purchasing/		
BID NAME: GUIDE RAIL	RFB-UC18-011	- 23 -

BIDDER Chemung Supply Corp

SECTION A - NEW GUIDE RAIL (CONTINUED)

ITEM	ITEM NAME	DESCRIPTION	UNIT	EST. ANNUAL USEAGE	<u>NEW PRICE EACH UNIT</u>	<u>EXTENSION</u>
13 N	CURVED GUIDE RAIL	RADIUS OF 10 FT - 19 FT	FOOT	100	<u>8.00</u>	<u>800.00</u>
14 N	BOX BEAM GUIDE RAIL	STRAIGHT SECTIONS L=24' 0"	FOOT	1000	<u>18.00</u>	<u>18000.00</u>
15 N	BOX BEAM GUIDE RAIL	SHOP CURVED CUT & WELDED	FOOT	500	<u>55.00</u>	<u>27500.00</u>
16 N	BOX BEAM GUIDE RAIL	SHOP CURVED APPROACH SECTION L=24' 0" RAD=203.5'	FOOT	200	<u>20.00</u>	<u>4000.00</u>
17 N	SPLICE PLATES, SET OF 2	SHEET 606-4	SET	100	<u>75.00</u>	<u>7500.00</u>
18 N	GALVANIZED GUIDE POSTS for BOX BEAM	3X5.7, L=5'-3" SHEET 606-4	EACH	100	<u>50.00</u>	<u>5000.00</u>
19 N	END ASSEMBLY UNITS INCLUDING SHORT POST & ANGLE CLIP	SHEET 606-4	SET	10	<u>325.00</u>	<u>3250.00</u>
20 N	GALVANIZED ANGLE	5"X3 1/2" X 3/8" X 4 1/2" LONG W3"X7/16" SLOT SHEET 606-4	EACH	15	<u>10.00</u>	<u>150.00</u>
21 N	GALVANIZED SPLICE BOLT W/WASHER	3/4" X 1-1/2" BOLT, WASHER A 325 GRADE, GALVANIZED	SET	200	<u>1.50</u>	<u>300.00</u>
22 N	RAIL MOUNTING BOLT W/NUT & WASHER	3/8" X 7-1/2" BOLT, NUT & WASHER A 307 GRADE, GALV.	SET	200	<u>1.50</u>	<u>300.00</u>
23 N	ANGLE PLATE BOLT 1/2" X 1-1/2" W/NUT & WASHER	BOLT, NUT, & WASHER A 307 GRADE, GALV	SET	200	<u>1.00</u>	<u>200.00</u>

COUNTY OF ULSTER - PURCHASING DEPARTMENT THIRD FLOOR, 244 FAIR STREET, PO BOX 1800, KINGSTON, NY 12402-1800 PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.co.Ulster.ny.us/purchasing/		
BID NAME: GUIDE RAIL	RFB-UC18-011	- 24 -

BIDDER Chemung Supply Corp

SECTION A - NEW GUIDE RAIL (continued)

<u>ITEM</u>	<u>ITEM NAME</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>EST. ANNUAL USEAGE</u>	<u>NEW PRICE EACH UNIT</u>	<u>EXTENSION</u>
24 N	CONCRETE ANCHORS	NYS DOT APPROVED CONCRETE ANCHORS- SHEET 606-7	EACH	50	\$ 250.00	\$ 12500.00
25 N	HEAVY POSTS	W6 X 8.6# X 5'6"	EACH	250	50.00	12500.00
26 N	HEAVY POSTS WITH SOIL PLATES	W6 X 8.6# X 5'6" W/24" SOIL PLATE	EACH	500	51.00	25500.00
27 N	TURN DOWN BRACKETS	"A", "B", "C" BRACKETS PER 606-9R2	SET	50	45.00	2250.00

GRAND TOTAL of SECTION A - NEW GUIDE RAIL \$ 255,430.00

SIGNATURE

Carl H. Berine

COUNTY OF ULSTER – PURCHASING DEPARTMENT THIRD FLOOR, 244 FAIR STREET, PO BOX 1800, KINGSTON, NY 12402-1800 PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.co.Ulster.ny.us/purchasing/		
BID NAME: GUIDE RAIL	RFB-UC18-011	- 25 -

BIDDER NAME: Chemung Supply Corp

SECTION B - USED GUIDE RAIL

ITEM	ITEM NAME	DESCRIPTION	UNIT	EST. ANNUAL USEAGE	<u>USED</u> PRICE EACH UNIT	EXTENSION
1 U	CORRUGATED INTERMEDIATE RAILS	STANDARD LENGTH 13' 6 1/2"	LGTH	1,000	\$ 58.40	\$ 58,400.00
2 U	CORRUGATED TERMINAL RAIL	STANDARD LENGTH 13' 6 1/2" (SHEET 606-7) W/10-1" DIA HOLES AT 3" OC	LGTH	500	14.90	7,450.00
3 U	CORRUGATED CURVED DRIVEWAY END	STD LGT 13' 6 1/2" SHOP CURVED W/10-1" DIA HOLES 3" OC SHT 606-7	LGTH	100	10.95	1,095.00
4 U	GALVANIZED TERMINAL SECTION	SHEET 606-7	EACH	10	11.40	114.00
5 U	GALVANIZED SPLICE BOLT W/NUT	5/8" DIA X 1 1/4" SHEET 606-7	SET	1000	1.00	1,000.00
6 U	GALVANIZED POST BOLTS	5/16" DIA X 1 3/4" W/NUT & 1 3/4" X 1 3/4" #10 SQ WASHER SHEET 606-7	SET	1000	1.00	1,000.00
7 U	GALVANIZED SUPPORT BOLTS W/2 NUTS	1/2" DIA X 1 1/2" SHEET 606-7	SET	1000	1.00	1,000.00
8 U	GALVANIZED GUIDE POST for 'W' RAIL	3X5.7, L= 5'3" SHEET 606-7	EACH	200	33.05	6,610.00
9 U	CURVED GUIDE RAIL	RADIUS OF 50 FT. & OVER	FOOT	100	.75	75.00
10 U	CURVED GUIDE RAIL	RADIUS OF 40 FT. - 49 FT.	FOOT	100	.75	75.00

COUNTY OF ULSTER – PURCHASING DEPARTMENT THIRD FLOOR, 244 FAIR STREET, PO BOX 1800, KINGSTON, NY 12402-1800 PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.co.Ulster.ny.us/purchasing/		
BID NAME: GUIDE RAIL	RFB-UC18-011	- 26 -

BIDDER NAME: Chemung Supply Corp

SECTION B - USED GUIDE RAIL(continued)

<u>ITEM</u>	<u>ITEM NAME</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>EST. ANNUAL USE/AGE</u>	<u>USED PRICE EACH UNIT</u>	<u>EXTENSION</u>
11 U	CURVED GUIDE RAIL	RADIUS OF 30 FT - 39 FT	FOOT	100	.75	75.00
12 U	CURVED GUIDE RAIL	RADIUS OF 20 FT - 29 FT	FOOT	100	.75	75.00
13 U	CURVED GUIDE RAIL	RADIUS OF 10 FT - 19 FT	FOOT	100	.75	75.00
14 U	BOX BEAM GUIDE RAIL	STRAIGHT SECTIONS L=24' 0"	FOOT	1000	2.05	2050.00
15 U	BOX BEAM GUIDE RAIL	SHOP CURVED CUT & WELDED	FOOT	500	1.00	500.00
16 U	BOX BEAM GUIDE RAIL	SHOP CURVED APPROACH SECTION L=24' 0" RAD=205.5'	FOOT	200	1.15	230.00
17 U	SPLICE PLATES, SET OF 2	SHEET 606-4	SET	100	19.00	1900.00
18 U	GALVANIZED GUIDE POSTS for BOX BEAM	3X5.7, L=5'-3" SHEET 606-4	EACH	100	33.05	3305.00
19 U	END ASSEMBLY UNITS INCLUDING SHORT POST & ANGLE CLIP	SHEET 606-4	SET	10	49.10	491.00
20 U	GALVANIZED ANGLE	5"X3 1/2" X 3/8" X 4 1/2" LONG W3"X7/16"SLOT SHEET 606-4	EACH	15	5.00	75.00

COUNTY OF ULSTER – PURCHASING DEPARTMENT THIRD FLOOR, 244 FAIR STREET, PO BOX 1800, KINGSTON, NY 12402-1800 PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.co.Ulster.ny.us/purchasing/		
BID NAME: GUIDE RAIL	RFB-UC18-011	- 27 -

BIDDER NAME: Chemung Supply Corp

SECTION B - USED GUIDE RAIL (continued)

<u>ITEM</u>	<u>ITEM NAME</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>EST. ANNUAL USEAGE</u>	<u>USED PRICE EACH UNIT</u>	<u>EXTENSION</u>
21 U	GALVANIZED SPLICE BOLT W/WASHER	3/4" X 1-1/2" BOLT, WASHER A 325 GRADE, GALVANIZED	SET	200	1.00	200.00
22 U	RAIL MOUNTING BOLT W/NUT & WASHER	3/8" X 7-1/2" BOLT, NUT & WASHER A 307 GRADE, GALV.	SET	200	1.00	200.00
23 U	ANGLE PLATE BOLT 1/2" X 1-1/2" W/NUT & WASHER	BOLT, NUT, & WASHER A 307 GRADE, GALV	SET	200	1.00	200.00
24 U	CONCRETE ANCHORS	NYS DOT APPROVED CONCRETE ANCHORS- SHEET 606-7	EACH	50	54.00	2700.00
25 U	HEAVY POSTS	W6 X 8.6# X 5'6"	EACH	250	34.10	8525.00
26 U	HEAVY POSTS WITH SOIL PLATES	W6 X 8.6# X 5'6" W/24" SOIL PLATE	EACH	500	11.40	5700.00
27 U	TURN DOWN BRACKETS	"A", "B", "C" BRACKETS PER 606-9R2	SET	50	1.90	95.00
GRAND TOTAL of SECTION B - <u>USED</u> GUIDE RAIL					\$ 103,215.00	

SIGNATURE Carl H Perine

COUNTY OF ULSTER – PURCHASING DEPARTMENT THIRD FLOOR, 244 FAIR STREET, PO BOX 1800, KINGSTON, NY 12402-1800 PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.co.Ulster.ny.us/purchasing/		
BID NAME: GUIDE RAIL	RFB-UC18-011	-28-

BIDDER NAME: Chemung Supply Corp

*SECTION C - TWO RAIL TRANSITION UNITS
FABRICATED PER DRAWING SPECIFICATIONS*

<u>ITEM</u>	<u>ITEM NAME</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>EST. ANNUAL USAGE</u>	<u>PRICE EACH UNIT</u>	<u>EXTENSION</u>
28	TRANSITION UNITS	PER DRAWING UC4GR	EACH	25	\$ <u>964.60</u>	XXXXXXXXXX

COUNTY OF ULSTER – PURCHASING DEPARTMENT
THIRD FLOOR, 244 FAIR STREET, PO BOX 1800, KINGSTON, NY 12402-1800
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.co.Ulster.ny.us/purchasing/

BID NAME: GUIDE RAIL

RFB-UC18-011

- 29 -

BID TOTAL SUMMARY FORM
RFB-UC18-011
GUIDE RAIL

SECTION "A" - NEW GUIDE RAIL, ITEMS 1N – 27 N

TOTAL FROM ATTACHED \$ 255,430.00

SECTION "B" - USED GUIDE RAIL, ITEMS 1U - 27U

TOTAL FROM ATTACHED \$ 103,215.00

SECTION "C" – (ITEM 28) TWO-RAIL TRANSITION UNITS,
FABRICATED PER DRAWING UC4GR SPECIFICATIONS:

DELIVERED PRICE \$ 964.60 EA.

DELIVERY TIME: 7-10 DAYS AFTER RECEIPT OF ORDER

Any deviations in the specifications must be so noted in the bidder's offer.

BIDDER NAME: Chemung Supply Corp

AUTHORIZED SIGNATURE: 

PRINT NAME: Carl H Perine

TITLE: Vice-President



PURCHASING AND CENTRAL SERVICES

Telephone No.: (845) 808-1088

Fax No.: (845) 808-1914

Contract Award Notification

Title: REPAIR AND INSTALLATION OF GUIDE
RAIL/MATERIAL SUPPLY PURCHASE

Contract Period: NOVEMBER 1, 2017- OCTOBER 31, 2018
1 YEAR EXTENSION OPTION

Bid Opening Date: OCTOBER 25, 2017

BID No: RFB-39-17

Authorized User: County of Putnam, Municipal Subdivisions

Description: REPAIR AND INSTALLATION OF GUIDE
RAIL/MATERIAL SUPPLY PURCHASE

**Contractor
Information:** Chemung Supply Corp
2420 Corning Road
Elmira Heights, NY 14903
607-733-5506

PURCHASING AGENT: Alex Maggione **DATE:** 11/2/17

DEPARTMENT HEAD: Paul Pera **DATE:** 11/3/17
pp

COUNTY EXECUTIVE: Maryellenod III **DATE:** 11.6.17

REPAIR AND INSTALLATION OF GUIDE RAIL/MATERIAL SUPPLY PURCHASE
RFB-45-15

RESULTS PART 1

REPAIR AND INSTALLATION OF GUIDE RAIL

CHEMUNG SUPPLY CORP.

P.O. BOX 527

ELMIRA, NY 14902

607-733-5506

ITEM NO.	EST QTY	UOM	ITEM DESCRIPTION	UNIT BID PRICE	TOTAL PRICE
10A	500	LF	REPAIR/REPLACE CORRUGATED GUIDE RAIL	\$ <u>13.00</u> /Per LF	\$ 6,500.00
	500	LF	REPAIR/REPLACE BOX BEAM GUIDE RAIL	\$ <u>14.00</u> /Per LF	\$ 7,000.00
			PER LINEAR FOOT		
10B	500	POSTS	REPLACE DAMAGED POSTS-CORR. RAIL	\$ <u>10.00</u> /Per EA	\$ 5,000.00
	500	POSTS	REPLACE DAMAGED POSTS-BOX BEAM RAIL	\$ <u>10.00</u> /Per EA	\$ 5,000.00
			EACH		
10C	500	LF	RAISE EXISTING BOX BEAM GUIDE RAIL	\$ <u>12.95</u> /Per LF	\$ 6,475.00
	500	LF	RAISE EXISTING CORRUGATED GUIDE RAIL	\$ <u>12.25</u> /Per LF	\$ 6,125.00
			PER LINEAR FOOT		
10D	500	LF	INSTALL NEW CORRUGATED GUIDE RAIL	\$ <u>7.25</u> /Per LF	\$ 3,625.00
	500	LF	INSTALL NEW BOX BEAM GUIDE RAIL	\$ <u>8.25</u> /Per LF	\$ 4,125.00
			PER LINEAR FOOT		
10E	4	HOURS	INSTALLATION EQUIPMENT RENTAL WITH 2 OPERATORS HOURLY (MIN. 4 HOURS)	\$ <u>310.00</u> /Per HOUR	\$ 1,240.00
	5	DAYS	WITH 2 OPERATORS DAILY (8 HOURS)	\$ <u>2480.00</u> /Per DAY	\$ 12,400.00
10F			MANPOWER AND EQUIPMENT FOR TRAFFIC CONTROL PER MUTCD		
	4	HOURS	2 PERSONS HOURLY (MIN. 4 HOURS)	\$ <u>195</u> /Per HOUR	\$ 780.00
	5	DAYS	2 PERSONS DAILY (8 HOURS)	\$ <u>1560</u> /Per DAY	\$ 7,800.00
TOTAL					\$ <u>66,070.00</u>

RFB-45-15
MATERIAL SUPPLY PURCHASE

RESULTS PART 2

ITEM 1: CORRUGATED GUIDE RAIL – GALVANIZED

CHEMUNG SUPPLY CORP.

P.O. BOX 527

ELMIRA, NY 14902

607-733-5506

ITEM 1: CORRUGATED GUIDE RAIL-GALVANIZED	B. Price per Unit	C. Estimated Quantity	Unit	D. Multiply B x C
Straight rail (13' x 6-1/2")	\$ 5.60	2,000	LF	\$ 11,200.00
Curved beams (convex) 50', 75' and 100' radii – 10 of each	\$ 104.00	30	each	\$ 3,120.00
Curved beams (concave) 50', 75' and 100' radii – 10 of each	\$ 104.00	30	each	\$ 3,120.00
Shop curved beams (Radii ranging from 5' to 45')	\$ 110.00	15	each	\$ 1,650.00
Parapet terminals	\$ 33.00	15	each	\$ 495.00
Terminal sections	\$ 40.00	25	each	\$ 1,000.00
Driveway rail (pre-bent)	\$ 107.00	15	each	\$ 1,605.00
Steel posts for guide rail (S3 x 5.7 lb. X 5'3" long with soil plate)	\$ 45.95	250	each	\$ 11,487.50
Steel posts for guide rail (S3 x 5.7 lb. X 7'3" long with soil plate)	\$ 55.00	50	each	\$ 2,750.00
Steel blocked out posts with offset block	\$ 44.00	100	each	\$ 4,400.00
Mounting brackets A & B	\$ 35.00	20	each	\$ 700.00
Rail end section	\$ 22.00	75	each	\$ 1,650.00
Guide rail reflectors	\$ 4.00	2,000	each	\$ 8,000.00
Corrugated beam splice bolts with nut 5/8"x1-1/4"	\$ 0.95	2,000	each	\$ 1,900.00

ALL ITEMS ABOVE HARDWARE INCLUDED AS PER
SECTION 2.01 OF SPECIFICATION

TOTAL ALL LINES COLUMN D - ITEM 1

\$ 53,077.50

ITEM 2: BOX BEAM GUIDE RAIL

ITEM 2: BOX BEAM GUIDE RAIL	B. Price per Unit	C.Estimated Quantity	Unit	D.Multiply B x C
Straight rail 6" x 6" x 3/16" Lengths of 12', 18', 24' and 30'	\$ 16.25	4,000	LF	\$ 65,000.00
Shop curved beams 6" x 6" x 3/16" 205' radius	\$ 16.50	200	LF	\$ 3,300.00
Shop curved beams 6" x 6" x 3/16" Over 20' radius	\$ 21.00	200	LF	\$ 4,200.00
Shop curved beams 6" x 6" x 3/16" Under 20' radius	\$ 30.00	200	LF	\$ 6,000.00
Box beam Type I end section, including S-3 x 5.7 anchor post for Type I, special shelf angle, nuts, bolts and washers	\$ 395.00	10	each	\$ 3,950.00
Box beam Type II end section, including 2- S-3 x 5.7 anchor posts for Type II end with all nuts bolts and washers	\$ 695.00	40	each	\$ 27,800.00
Box beam Type III end section, including all required anchor posts for Type III end with all nuts bolts and washers	\$ 4,200.00	4	each	\$ 16,800.00
Straight splice plate pair with 8-3/4" x 2" ASTM A325 bolts with ASTM F844 Type A wide washers	\$ 68.00	300	each	\$ 20,400.00
Angle splice plate pair with 8-3/4" x 2" ASTM A325 bolts with ASTM F844 Type A wide washers				
2 degree angle	\$ 70.00	100	each	\$ 7,000.00
4 degree angle	\$ 70.00	100	each	\$ 7,000.00
6 degree angle	\$ 70.00	100	each	\$ 7,000.00
Standard shelf angle, including hex bolts 3/8" x 7-1/2" with nuts and two (2) washers, and hex bolt 1/2" x 1-1/2" with nut and flat	\$ 9.00	800	each	\$ 7,200.00
Universal post S-3 x 5.7 lb x 5'3" long with soil plate	\$ 45.95	800	each	\$ 36,760.00
Universal post S-3 x 5.7 lb x 7'3" long with soil plate	\$ 55.00	50	each	\$ 2,750.00

ALL ITEMS ABOVE HARDWARE INCLUDED AS PER SECTION 2.02 OF SPECIFICATION

TOTAL ALL LINES COLUMN D - ITEM 2

\$ 215,160.00

GRAND TOTAL COLUMN D - ALL LINES ITEM 1 AND 2

\$ 268,237.50

REPAIR AND INSTALLATION OF GUIDE RAIL/MATERIAL SUPPLY PURCHASE
RFB-39-17

SUMMARY OF RESULTS PARTS 1 AND 2

CHEMUNG SUPPLY CORP.
PO Box 527
Elmira, NY 14902

PROPOSAL SHEET NUMBER	PROPOSAL SHEET DESCRIPTION	TOTAL PRICE FROM SHEET
PART 1	REPAIR AND INSTALLATION OF GUIDE RAIL	\$ 66,070.00
PART 2	MATERIAL SUPPLY PURCHASE	\$ 268,237.50
TOTAL PRICE FROM PARTS 1 AND 2 PROPOSAL SHEET		\$ 334,307.50

LOW BID