



Town of Chenango Work Session Agenda

Wednesday – June 8, 2022 @ 5:00 PM

5:00pm: PLEDGE OF ALLEGIANCE







5:00pm: OPEN FORUM

Guests shall speak in an orderly fashion and are limited to remarks of five (5) minutes or less. The speaker shall deliver their comments or concerns regarding the Town of Chenango in a civil tone and without the use of profanity, personal attacks or other disruptive behavior which may result in the offender's removal from the meeting. The speaker shall not be interrupted except in a matter of urgency.

5:15pm: PUBLIC HEARINGS - None

5:15pm: PANEL PRESENTATION – None

DEPARTMENT HEAD REPORTS

2nd Work Session			
5:15pm: Public Works – Greg Burden			
 PUBLIC WORKS REPORTS FOR MAY:	 Maple Grove vandalism .pdf	 maple grove vandilism 2.pdf	 Maple grove insurance claim.pdf
5:25pm: Engineering – Alex Urda			
 MEMO-engineering WS 2022 06 08.pdf			
5:35pm: Assessor – John Endress			
 Assessor Report June 2022.docx			

5:45pm: OLD BUSINESS

- Barton & Loguidice Amendment #3

Fw BL Documents BL_Chenango_Meet 30_ Design Meeting
relative to Amendm ing_Notes.pdf Notes.pdf

- WWTP EDU's & Benefit Assessment



June 8th TBM EDU
and Benefit Assessr

- GPS in Town Vehicles
- Zoning Using Tax Map Number Method – Nadine Bell
- Town Seals on Town Vehicles
- Agenda Software Update

6:40pm: NEW BUSINESS - None

6:40pm: UNFINISHED BUSINESS

- Town Board Projects



Town Board
Projects.xlsx

6:45pm: OPEN FORUM

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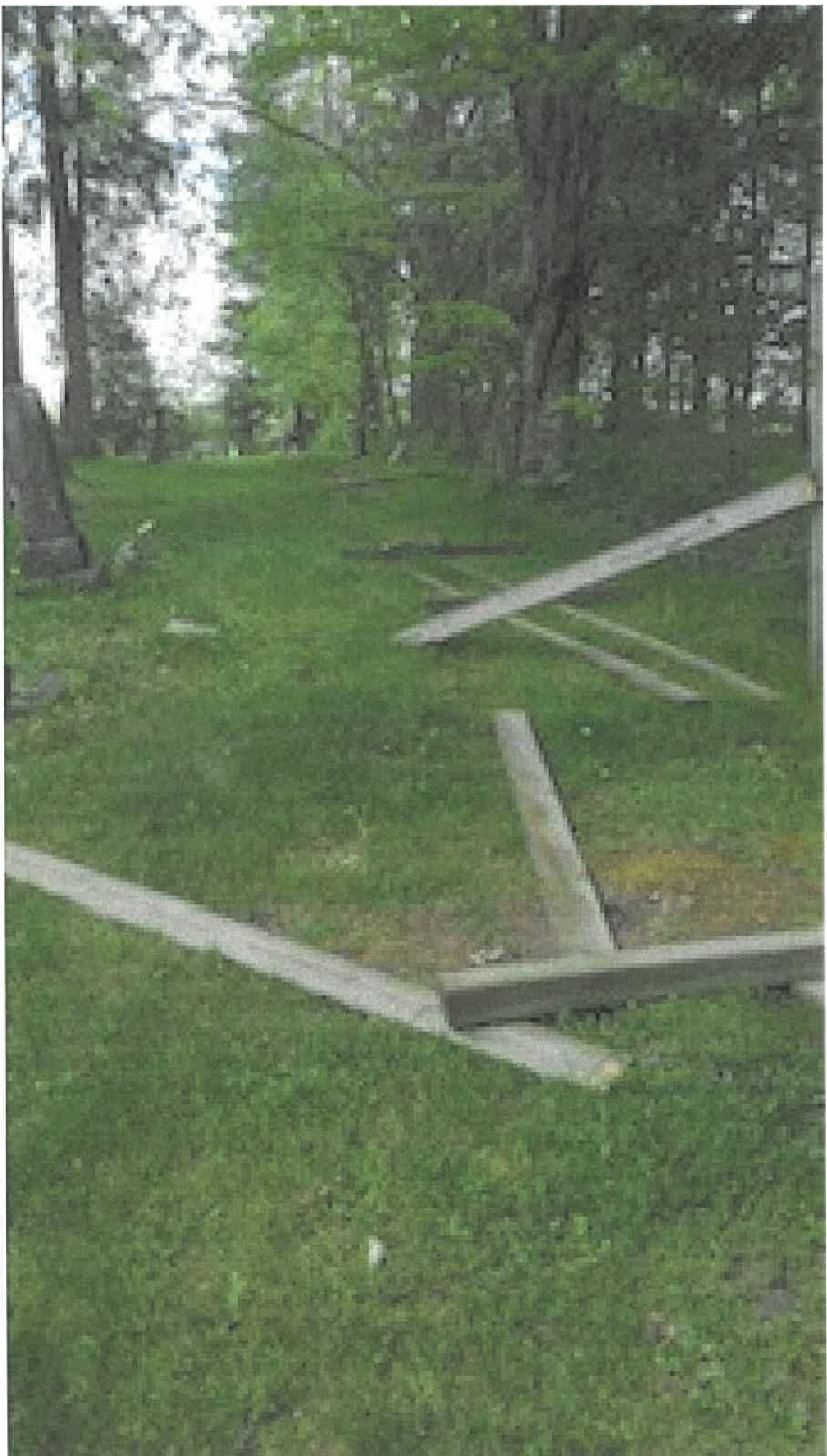
MEETING and PUBLIC HEARING REMINDERS

- June 13, 2022 – Planning Board, 7:00pm
- June 15, 2022 – Work Session, 5:00pm; Town Board, 7:00pm
- June 28, 2022 – Zoning Board of Appeals, 7:00pm
- July 6, 2022 – Work Session, 5:00pm; Town Board, 7:00pm

PUBLIC WORKS REPORT FOR MAY 2022

- Repaired 2 curb boxes
- Water well drawdowns were done for the month of May
- There were 12 after hour call outs in May
- The standby propane generator at PennView Water Station was installed by Deikow Electric, propane tank installed by Mirabito, and startup was done and is now in operation. Power outage in the area occurred and it transferred flawlessly!
- Cody Witting Tree Service removed several overgrown bushes, one cherry tree, limbed 2 others and ground stumps at School Museum and Handy Cemetery
- Mowing has begun in all parks and cemeteries
- Parks Crews worked with help from the Highway Dept and use of the chipper truck to clear the storm debris from the Kattelville Cemetery
- The new dump truck was completed and put into service. This replaced a 2001 Dodge Ram 3500
- 2 Vehicles were inspected by the Highway Mechanic and are ready to have pictures taken by Auctions International
- Vandalism happened at Maplegrove Cemetery. Crews worked to clean up vandalized fencing. Insurance was contacted; no coverage for this claim. (see attached)
- Flags were placed in the Cemeteries for Memorial Day on all Veteran marked graves
- One magnetic door holder was installed for the Community room, the two on judges' chambers were attempted, but ran into issues with beams. Waiting further notice from Syracuse Time and Alarm.
- Automatic door openers were ordered, estimated delivery and install in Mid-June.
- Annual Water Quality report was published to Town website.







NEW YORK MUNICIPAL INSURANCE RECIPROCAL

May 31, 2022

Town of Chenango
1529 NY Rte. 12
Binghamton, NY 13901
Attn: Greg Burden

RE: Property Claim
TYPE: Vandalism/Malicious Mischief
D/L: May 18, 2022
FILE: TCHEN-2022-003-001
LOCATION: Maple Grove Cemetery

Dear Greg Burden,

As you are aware, the New York Municipal Insurance Reciprocal (NYMIR) provides Commercial Property insurance for the Town of Chenango. We received notice referenced above of an occurrence involving vandalism to a fence at Maple Grove Cemetery. As a result of this occurrence, coverage was requested under the NYMIR Commercial Property Policy, policy number MPLTCHEN002.

As reviewed with you, the damaged fence is not at or within 1,000 feet of a scheduled location in your policy. Thus, we will be unable to indemnify you for this loss.

Please refer to policy form MPL 103 03 93, **SECTION III. COMMERCIAL PROPERTY COVERAGE FORM**, which states in part:

A. "Real Property" That is Covered

We will cover buildings, structures and other "real property" at "covered locations."

Please refer to policy form MPL 106 0607, **SECTION VI. COMMERCIAL PROPERTY COVERAGE DEFINITIONS**, which states in part:

Covered location

means a location whose address is given in the Declarations.

Real property

is land and generally anything built on or growing on land.

Please refer to your policy form **MPL 116 11 06, ENHANCED MUNI PAC - Extensions of Coverage**, which states in part:

Sponsored by:



900 Stewart Avenue, Suite 600
Garden City, New York 11530-4869
(516) 227-2120, FAX 227-2352
1-800-NYMIR05

12 Metro Park Road
Colonie, New York 12205-1139
(518) 437-1171, FAX 437-1182
www.nymir.org



NEW YORK MUNICIPAL INSURANCE RECIPROCAL

SECTION 1.

The following changes apply to the Building and Personal Property Coverage Form:

A. COVERAGE

5. Coverage Extensions

The **Coverage Extensions** do not apply and are replaced by the following:

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or is in a vehicle) within 1,000 feet of the described premises.

Outdoor Fences

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, including debris removal expense, caused by or resulting from any of the Covered Causes of Loss.

The most we will pay for loss or damage under this Extension is the actual loss you sustain.

Each loss for outdoor fences covered by this Extension is subject to a \$250 deductible.

Based on the information you have provided, the damaged fence is not located at or within 1,000 feet of a covered location identified in the insurance policy. Thus, we will be unable to indemnify you for this loss.

We reserve our right to assert other and different grounds for disclaiming coverage and expressly do not waive any ground not set forth herein should facts develop which indicate additional grounds for disclaiming. This disclaimer is based upon the information secured during the course of the investigation. Should you have any questions regarding our position, I would be happy to discuss them with you at your convenience.

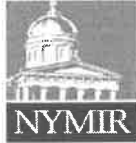
Should you wish to take this matter up with the New York State Insurance Department, you may file with the Department either on its website at <http://www.dfs.ny.gov/consumer/fileacomplaint.htm> or you may write to or visit the Consumer Assistance Unit, Financial Frauds and Consumer Protection Division, New York State Department of Financial Services, at: One State Street, New York, NY 10004; One Commerce Plaza, Albany, NY 12257; [163B Mineola Boulevard, Mineola, NY 11501] 1399 Franklin Avenue, Garden City, NY 11530; or Walter J. Mahoney Office Building, 65 Court Street, Buffalo, NY 14202.

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NEW YORK MUNICIPAL INSURANCE RECIPROCAL

Very truly yours,

Thomas Hughes

Tom Hughes
Claims Examiner
516-750-9437
THUGHES@wrightinsurance.com

cc: Smith Brothers Insurance Agency

Sponsored by:



Association of Towns



Conference of Mayors

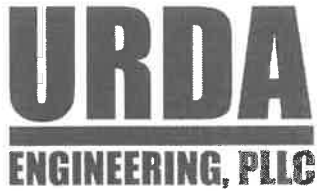


Association of Counties

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06/08/2022 WORK SESSION



106 Main Street
Suite #4
Windsor, NY 13865
607.760.6545
alex@urdaengineering.com

Department Head
Engineering



From: Alex Urda, P.E. – Engineer for the Town

1. B&L Contract Amendment #3 discussions. Please refer to the documents transferred to the Town Board and others via dropbox 6/1/22 as requested. Also, I emailed a brief overview of those documents 6/1/22 to the Town Board and others (Clerk, Greg, etc.) with my review input of their request

In that email I questioned the validity of the request for additional funds for the MBR design. The Digester and Control Building are additional items outside the scope of the PER with potential for additional pay request pending legal review by Keegan. The digester is noted in the PER as under capacity by normal design standards, but functional for our current use so there is question of if it should have been in the preliminary design from the start of the project. The question on those items (digester and control building) is that work progressed on them at the 30% project level with no formal request for approval from the Town Board to do such during preliminary design. Again, I leave the legal aspect of that to Keegan. The MBR design was always part of the project.

I do not find fault with their requests for additional funds for any 'redo' necessary for another final design review and potential cleanup prior to re-bidding; additional fee for the re-bidding and award process; or additional fee for inflation relative to construction being pushed another year out (or more).

2. I am continuing to research the NYS Consolidated Funding Application (CFA) 2022 program criteria and opportunities as it may apply to TOC projects. I have attend webinars and will be sitting through more to see what is applicable. I noted previously that two projects that stand out may be extra support for Wolfe Park, and possibly alarm/fire system upgrades.

Greg and I are looking at anything available relative to new lead study requirements that he recently became aware of.

I am looking to update our 'future well' interest on the State's Intended Use Plan (IUP) this month to continue to keep the concept on the IUP. They recommend updating the IUP annually to keep projects listed. Related to this I am inquiring if there is opportunity in the CFA to pursue 'safe drinking water funds' to fund a 'water' study (similar to the sewer study we completed in the past) as is required to advance for any future design/development grant money for a new well. The IUP update is open for mid month of June, and the CFA grant application timing still has a deadline of July 29th, 4PM electronically.

Assessor's Progress report as of June 1, 2022
Prepared for the work session of June 8, 2022

In last month's report, I mentioned a problem with the RPSv4 software application. The problem involves our ability to efficiently produce and record letters of all kinds. That problem has not been resolved. I am continuing to work around the problem using Microsoft Office.

The big event of the past month was Grievance Day, held on Tuesday, May 24. Vince Williams took his first turn as board Chairman. We had a total of ten items on the agenda. The Board of Assessment Review was able to review petitions and complete their work on the same day. Following their decisions, taxpayers were sent notifications on Thursday, May 26.

John Endress, Assessor



**Town of Chenango
Wastewater Treatment and Conveyance Improvements Project**

**Monthly Project Review Meeting Notes
July 13, 2020 at 10:30 AM (ZOOM)**

30% Review Meeting Follow-up Items

- Alex Urda Email

Northgate WWTP

- Form 2A
 - o DEC sampling requirements
- SCADA
 - o Monitoring or remote control of pump stations and WWTP equipment
- Digester – 305,000 gallons
 - o Plan to split into thirds in series
 - o Sized for no decanting but will include decanting provisions
- Chemical storage
 - o Plan for tote storage. New structure will be required. Alternative is bulk storage.
- Headworks
 - o Two story building vs. elevated single story followed by PS
- Equipment Selections
 - o Huber screens and Smith & Loveless Pista-Grit
 - o Aqua-Aerobic Batch MBR system w/ Aerzen blowers
 - Have left messages with Batch MBR operators in Long Island and WV. Will continue to followup.
 - o Trojan UV
 - o Dutchland digester
 - Aqua-Aerobics aeration equipment or Sanitaire
 - o Instrumentation & Control – Aqualogics

Pump Stations

- Equipment selection – Gorman Rupp
- Existing easements needed
- Site visit to confirm PS inverts with Siewert (7/23)

Pennivew

- Alternative alignment through Glen View Apartments

Chenango Heights

- I/I field work complete

Open Discussion – Additional Comments

**Project Design Meetings will be held on the 2rd Tuesday of each month
Zoom Meeting
(Next meeting – August 11, 2020 at 10:30 am)**



**Town of Chenango
Wastewater Treatment and Conveyance Improvements Project**

**Monthly Project Review Meeting
August 11, 2020 at 10:30 AM (ZOOM)**

Meeting notes in italics

30% Review Meeting Follow-up Items

- Alex Urda email and B&L response

Northgate WWTP

- Site visit to Riverhead, NY? *No*
- Form 2A
 - o DEC sampling requirements – results? *Samples taken, waiting for lab results*
- Belt Press filtrate sample results? *Samples in progress*
- SCADA
 - o Monitoring or remote control of pump stations and WWTP equipment *Plan to use manufacturer control panels and Aqualogics to integrate into SCADA*
- Belt Press filtrate and digester supernatant pump station required to separate side stream from influent flow samples per DEC. *Proceed with filtrate/supernatant pump station*
 - o Alternative is sample and meter sidestream separately
- Chemical storage
 - o Plan for tote storage and chemical room in first floor of headworks building
- Headworks
 - o 60'x40' footprint will require fence to be shifted to the east and fill along eastern slope. Wetland delineation of the eastern property boundary completed last week.
- Aerobic digester location sited with Bruce.
- Anticipated replacing two existing generators with a single new generator for entire plant.
- Waiting for final equipment files and specs from Aqua, Huber, Smith & Loveless.

Pump Stations

- Existing easements needed *Lizanne looking into*
- Ebara pumps for submersible stations
- Fox Lane and Wisconsin PS to stay submersible due to proximity to road.
- VFDs at larger pump stations
 - o Lowes, Carmichael, Woodland, McGirks, Northgate, Chenango Heights, Pennview
- McGirk's
 - o Need to raise wetwell above flood plain and documented flood elevation. Keep as a submersible pump station to avoid elevated above ground station.
- Bypasses will be installed at all pump stations.

- New wet well aeration systems for Carmichael, Prescott, Pennview, and Chenango Heights. Existing aeration system to be removed at Valvoline.

Pennview

- Property owner contact *B&L to take lead in contacting property owner. Preferred FM alignment is thru driveway*

WQIP Grant

- Disability insurance *Town looking into disability insurance requirement requested by DEC*

Chenango Heights

- Draft report in progress
- EFC conference call 9/1

Open Discussion – Additional Comments

**Project Design Meetings will be held on the 2rd Tuesday of each month
Zoom Meeting
(Next meeting – September 8, 2020 at 10:30 am)**



**Town of Chenango
Wastewater Treatment and Conveyance Improvements Project**

**Monthly Project Review Meeting Notes
September 8, 2020 at 10:30 AM (ZOOM)**

Meeting Notes shown in italics.

Northgate WWTP

- Site visit to Riverhead, NY - September 15th (Meet with operators and tour plant)
- Form 2A
 - o Awaiting chemical forms from Micro C and KochKleen
- 60% drawings coming this week
 - o Hard copies, how many copies? *4 hard copies of each contract*
- Site visit with Facilities - 9/21? *Potential to shift to 9/22*
 - o Workshop meeting as well, to discuss 60% drawings *(Good for review of 60% drawings on day of site visit)*
- List of questions *(See below)*

Pump Stations

- Existing easements – any updates from Lizanne/Alex Urda
 - o *Lizanne and Alex to work on easement information this week.*

Pennivew

- Property owner contact – Left message with local phone number, no response yet
 - o *Check with Alex Urda to see if he can get a hold of owner for easement talks.*
 - o *Updated contact: Holly (607)648-7228, holly@mcmgt.com*

Chenango Heights

- Draft report in progress – will need to submit by 9/21. House and lateral inspection program.

Open Discussion – Additional Comments

- *Town Board Meeting on 9/23 will be done via Zoom*
 - o *If in-person meeting is necessary we can have a special board meeting to discuss*

Meeting Questions

- Chenango Heights Force Main discharge MH is paved over
 - o Uncover MH to look inside and confirm invert depths
 - o *Don't have crew open MH and uncover*
- Adding KochKleen (Surfactant) for cleaning of MBR

- Will be added to chemical storage room
- Dosed as needed to control FOG (controlled jar test to determine dosage)
- *Town will use as needed to control FOG*

- Pennview demo plans
 - Confirm leave building, *shed – Town to move, emergency generator – to be demolished/removed, does not work*

- Outfall cleaning
 - Potential to clean outfall to ensure no debris on inside of pipe
 - 2 options
 - Include in project (requires environmental permitting)
 - *Wait until upgrades to see if issues arise (potential change order) – Don would like to go this route*

- Quinn Estates
 - Confirm building to stay as storage, *demolish/remove building*
 - FM and sanitary alignment from old wet well (*sanitary connection between old and new wet well*)
 - *Bottleneck with existing FM, needs to be upsized to at least 6" FM (to confirm size with estimated flow)*

- Effluent sample port? Manhole???
 - At Northgate effluent pipe (*No existing sample port*)
 - *To install new manhole at existing "Tee" connection of outfall pipes*

- Poplar Hill PS
 - Leave as is? *Good to leave as is, new pumps in 2014*
 - Radio installation, any reason there is no existing radio
 - *No radio tried in the past, no issues with signal is known*

- Facilities Site Visit
 - 9/21? *Potentially move to 9/22*
 - Also discuss 60% drawings

- Compost Process Air Line
 - Is the process air line located west of the control building running to the compost building being used currently?
 - *Can be removed, not used/caused issues in the past*

- **Chenango Heights and Pennview FM alignments within pavement**
 - o To save money, looking at moving to road and ROW
 - o Currently all in roadway - \$600K for full travel lane to restore state/county roads
 - o *To send Don redline markups with locations that main is in ROW instead of roadway*
 - o *Don believes this is a good option for no push back from NYS or Broome County*

Project Design Meetings will be held on the 2rd Tuesday of each month

Zoom Meeting

(Next meeting – October 13, 2020 at 10:30 am)



**Town of Chenango
Wastewater Treatment and Conveyance Improvements Project**

**Monthly Project Review Meeting Notes
October 13, 2020 at 10:30 AM (ZOOM)**

Northgate WWTP

- Form 2A
 - o Awaiting chemical forms from KochKleen
- Sent Town 60% Design Documents
- Control Building Model
- Headworks Building Model
- Existing plant SBR Process Model – to be discussed at end of meeting

Pump Stations

- Existing easements – any updates from Lizanne/Alex Urda

Pennivew

- o Talked with owner of Glenview Apartments, good to proceed and work with his attorney
- o Working on maps and legal information with Town's Attorney

Chenango Heights

- Report submitted on 9/21
- Recommended house and lateral inspection program

Open Discussion – Additional Comments

**Project Design Meetings will be held on the 2rd Tuesday of each month
Zoom Meeting
(Next meeting – November 10, 2020 at 10:30 am)**



**Town of Chenango
Wastewater Treatment and Conveyance Improvements Project**

**Monthly Project Review Meeting
December 8, 2020 at 10:30 AM (ZOOM)**

Northgate WWTP

- Form 2A
 - o New mercury sample needed
- Headworks Building Model
 - o Chemical Feed System Updates
 - o Ferric Chloride vs. PAC use
- Compost Permit Updates
 - o DEC will require a new permit to be issued
 - o Required information:
 - 6 months of sample data
 - Temperature readings of outdoor wood chip storage
- Site Questions
 - o Height of fence near the existing digester?
 - o Distance to garage door, from corner of composting building

Pump Stations

- Existing easements – Alex Urda any updates?
 - o Looks like we will need additional easements based on maps and tax data from Lizanne
- Existing Radio System – where does data transmit to? Any additional information?

Pennview

- Status of New Easement?

Cost Estimate

- Detailed construction estimate for Contract 1 and 2

Description	Estimate
Contract #1 Subtotal	\$12,937,162
Contract #2 Subtotal	\$5,687,582
Estimate of Probable Construction Cost	\$18,624,743
Engineering, Legal, Administration	\$3,167,998
Opinion of Probable Total Cost	\$21,800,000
Construction Contingency	\$1,730,000
Bond Resolution Total	\$23,530,000

Open Discussion – Additional Comments

**Project Design Meetings will be held on the 2rd Tuesday of each month
Zoom Meeting
(Next meeting –January 12, 2021 at 10:30 am)**

**Town of Chenango
Wastewater Treatment and Conveyance Improvements Project**

**Monthly Project Review Meeting Notes
January 12, 2021 at 10:30 AM (via ZOOM)**

Meeting notes are shown in italics

Northgate WWTP

- Construction Entrance Plan
 - o Existing access easement to Northgate Plaza? *Alex Urda to confirm location or if new easement is needed, see attached*
- Updates from Previous Drawing Set
 - o Cascading Stairs – *Located in-place of effluent flume*
 - o Bioreactor blower wall change - *Leave wall in garage with door access to remove blowers*
 - o Elevated blowers – *Blowers to be elevated above flood elevation requirement of TR-16/Ten States Standards*
- Formal Regulatory Review Drawings, Specs, and BOD
 - o Hard Copies? How many? *5 copies to Town*
 - o Review as seen fit, provide comments and any markups
 - o We can meet or discuss via Zoom or in-person as needed
 - o *Schedule meeting with Alex Urda, Greg, Don, Bruce – around time of next meeting, 2/9*

Pump Stations

- Existing easements
 - o *See sheet attached, existing/proposed easement maps sent to Alex Urda – 1/22/21*

Pennview

- Status of New Easement?
 - o *Followed up with Greg on 1/12/21, property owners attorney is working on it*

Board Actions

- Aqualogics Standardization Resolution
 - o See attached draft resolution *Coordinate with Keegan (Introduce on 2/24, Take action on 3/3)*
 - o *Resolution for Ad to Bid – wait until after approval from DEC (1st Wed of the month, 4/7?)*

Anticipated Schedule

- Formal Regulatory Review Drawings – January 2021 *(Approximately 3 months to review)*

- Advertisement for Bid – April 2021

Open Discussion – Additional Comments

- *If we have large amounts of information for Keegan – Set up a time and date to meet with him*
- *Aqua Aerobics – presentation on Intellipro*
 - o *Taylor to present to board about Intellipro and project updates on 2/24*

Project Design Meetings will be held on the 2rd Tuesday of each month
Zoom Meeting
(Next meeting – February 9, 2021 at 10:30 am)

**TOWN OF CHENANGO
RESOLUTION NO.**

AUTHORIZATION TO STANDARDIZE AQUALOGICS SYSTEMS INC.

WHEREAS, the Town of Chenango is progressing its Wastewater Treatment and Conveyance Improvements Project to meet and exceed NYSDEC permit requirements, to protect the environment and ensure public safety;

WHEREAS, the Town of Chenango has previously contracted with Aqualogics Systems, Inc. to furnish, install, and maintain equipment control and data acquisition systems.

NOW THEREFORE BE IT RESOLVED: The Town Board authorizes the standardization of the System Integrator for instrumentation and control components for Contract No. 1 – Northgate WWTP Improvements and Contract No. 2 – Collection System Improvements; and

Motion Made By:

Seconded By:

Approved By Board of Trustees on:

Lizanne Tiesi-Korinek, Town Clerk

PS #	PS Name	Need New Easement	Property Owner	PS Easement Location	Comment
2	Prescott	No	ROW	Town Road ROW	None
8	Quinn	No	Town of Chenango	Town Parcel	None
9	Rte. 12	No	NYS DOT	NYS DOT ROW	None
10	Prentice	No	ROW	Town Road ROW	None
11	Woodland	No	NYS DOT	NYS DOT ROW	None
12	12A McGirks	No	NYS DOT	NYS DOT ROW	None
13	Clarendon	No	Town of Chenango	Town Parcel	None
15	Fox Lane	No	ROW	Town Road ROW	None
17	Whitcomb	No	Botting	Existing Easement	None
19	Broad Street	No	ROW	Town Road ROW	None
6	Carrichael	Yes	Vincenzo & Sarafina Altadonna	Off Road ROW	None
1	Nirchit's	Yes	Front Street Realty LLC AND Shree Hari Holding LLC	Off Road ROW, partially in existing easement	Need new easement, connection to existing FM not in current easement
4	Vaholine	Yes	Peter S. Behlog & Diane M. Behlog AND John E. Eldor	Between Vaholine and Wood Stove Store	Existing electrical equipment is located outside of existing easement
7	Bishop	Yes	Scarano	Off Road ROW	Existing electrical equipment is located outside of existing easement
16	Miscosin	Yes	Michael J. King	Town Road ROW, existing electrical board demo on parcel	Existing electrical equipment is located outside of ROW
3	O'Sheas	Yes	Brookfield LLC	Off Road ROW	Only easement info we have is for sanitary sewer lines
5	Lowes	Yes	Lowes Home Center, Inc.	Behind Lowes	Only easement info we have is for sanitary sewer lines
14	Methodist	Yes	First Methodist Church	Church backyard	Only easement info we have is for sanitary sewer lines
18	Poplar Hill	Yes	David Warpus	No easement info on private parcel, only installing SCADA	No easement provided, updates from Lizanne?

Total PS #	19
No Easement Needed	11
New Easement Needed	4
Potentially Need New Easement	4

**Town of Chenango
Wastewater Treatment and Conveyance Improvements Project**

**Monthly Project Review Meeting Notes
February 9, 2021 at 10:30 AM (via ZOOM)**

Meeting Notes are shown in italics, Additional updates shown in red

Northgate WWTP

- Construction Entrance Plan
 - o Existing access easement to Northgate Plaza, any updates?
 - o *Received email (2/9) from Alex Urda for access details*
 - o *Update from 2/10, site access has been confirmed and contract drawings updated accordingly*
- Fuel Tank (Loader Diesel tank) *B&L internal meeting with environmental staff this afternoon to discuss fuel tank regulations/requirements(2/9/2021)*
 - o Pictures, dimensions, volume – potential registration
 - *250 gal, double walled tank*
 - o *Move off site before project and bring back after.*
 - o *What is required to register tank? DEC registration required only if total fuel storage at site is greater than 1000 gallons. Fire rated fuel tank would be needed to meet current building codes.*
- Formal Regulatory Review Drawings, Specs, and BOD
 - o We can meet or discuss via Zoom or in-person as needed
 - o B&L Meeting with DEC to review project on 2/10
 - o Design Review Meeting - 2/23? *At 10:30 AM – Community Room of Town Hall*
- Influent MH inverts
 - o *Bruce will take a look at these and get B&L inverts*

Pump Stations

- Existing easements
 - o Any updates if we need new easements?
 - o *Alex Urda is working on this and will check with Keegan as needed*
 - o *New easements as needed (need them by June 2021)*

Pennview

- Status of New Easement? *Should be wrapped up this week*
- Grass on part of site, no asphalt where existing tanks are
- *Add grass behind building (generator location)*

Items for Project Attorney (Keegan)

- Aqualogsics Standardization Resolution - *Keegan will reach out to Taylor*

- Ad for Bid Resolution (*B&L to send example by April meeting*)
- Any easement updates? (existing, Pennview) *See above*
- Town's insurance requirements for contractor? (see attached) *Send to Lizanne*
- *Keegan Review Specs – Division 00 and 01*
 - o *Send link to all drawings, sent to Keegan on 2/9*

Anticipated Schedule

- Formal Regulatory Review Drawings – Currently being reviewed by NYSDEC
- Advertisement for Bid – April 2021

Open Discussion – Additional Comments

- *Grants Gateway (Jo Anne) – meet with Jo Anne to finalize contract on 2/23*
- *Board Report Overview Discussion for 2/24*
- *SWPPP Review – send to Alex Urda and Town Code Officer for MS4 owner signature*

Project Design Meetings will be held on the 2nd Tuesday of each month
Zoom Meeting
(Next meeting – March 9, 2021 at 10:30 am)

SC-5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new subparagraphs immediately after Paragraph 5.06.A.2:

A.3 The following reports regarding Hazardous Environmental Conditions at the Site are known to Owner:

- a. Report dated September 24, 2020, prepared by Barton & Loguidice, D.P.C., Liverpool, New York, entitled: *Hazardous Materials Pre-Demolition Survey*, consisting of 52 pages, included in Section 00 31 26. The Technical Data contained in such report upon whose accuracy Contractor may rely are laboratory analyses.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

- 1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.

SC-6.03 Contractor’s Insurance

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- 1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman’s):	<u>Statutory</u>
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	\$ _____
Bodily injury by disease, aggregate	\$ _____
Employer’s Liability:	
Bodily injury, each accident	\$ _____
Bodily injury by disease, each employee	\$ _____
Bodily injury/disease aggregate	\$ _____

For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of: \$ _____

Foreign voluntary worker compensation Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate \$ _____

Products - Completed Operations Aggregate \$ _____

Personal and Advertising Injury \$ _____

Each Occurrence (Bodily Injury and Property Damage) \$ _____

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person \$ _____

Each accident \$ _____

Property Damage:

Each accident \$ _____

[or]

Combined Single Limit of \$ _____

4. Excess or Umbrella Liability:

Per Occurrence \$ _____

General Aggregate \$ _____

5. Contractor's Pollution Liability:

Each Occurrence \$ _____

General Aggregate \$ _____

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

- 6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: Barton & Loguidice, D.P.C.
- 7. Contractor's Professional Liability:
 - Each Claim \$ _____
 - Annual Aggregate \$ _____

ARTICLE 7 7 – CONTRACTOR’S RESPONSIBILITIES

SC-7.02 Labor; Working Hours

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

- 1. Regular working hours will be 7:00 AM to 4:00 PM, Monday through Friday, excluding legal holidays.
- 2. Owner's legal holidays are:
 - a. New Year’s Day.
 - b. Dr. Martin Luther King, Jr. Day.
 - c. President’s Day.
 - d. Good Friday.
 - e. Memorial Day.
 - f. Independence Day.
 - g. Labor Day.
 - h. Columbus Day.
 - i. Veterans Day.
 - j. Thanksgiving Day.
 - k. Day After Thanksgiving.
 - l. Christmas Eve.
 - m. Christmas Day.

SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

- C. Hours of Work: Contractor’s and subcontractor’s labor forces may not work more than 8 hours per day or more than 5 days in any one calendar week. Normal contractor work hours shall be from 7am to 3pm, Monday thru Friday.

SC-7.09 Taxes

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties thereof on all materials to be incorporated into the Work.



Town of Chenango
Wastewater Treatment and Conveyance Improvements Project

Monthly Project Review Meeting Notes
March 9, 2021 at 10:30 AM (via ZOOM)

Meeting Notes Shown in Italics, Additional updates shown in red

Attendees: Jo Anne Klenovic, Don Benjamin, Greg Burden, Bruce Canova, Alex Urda, Taylor Bottar, Alex Hess

Northgate WWTP

- Formal Regulatory Review Drawings, Specs, and BOD
 - o Awaiting NYS DEC, Broome County Highway Response
 - o DOT Comments received – add general notes, directional drill road crossing

Pump Stations

- Existing easements – *Nirchi's PS is good to go, Alex Urda sent easement info on 3/9*
 - o Any updates if we need new easements? *Alex Urda to work on these with Keegan*

Pennview

- Status of New Easement? *Greg hasn't heard anything, will check with property owner*

Items for Project Attorney (Keegan)

- Aqualogics Standardization Resolution *Keegan reached out to Taylor to discuss. Aqualogics to prepare proposal for Board consideration and potential standardization on 3/24.*
- Town's insurance requirements for contractor? *JoAnne has these limits, will send them to B&L*
- Keegan sign off on NYSEFC "Right to Title" Form (See attached) *June 2021 at the latest, need PS easements wrapped up to sign off on this - 4/15 - Alex Urda, 4/30 - Keegan*
- Keegan Review Specs – Division 00 and 01 – *Jo Anne to follow up with Keegan, original email sent on 2/9*

Open Discussion – Additional Comments

- Easement for Castle Creek Rd – Road Crossing per DOT comment - *Work with Alex Urda and Keegan to get this wrapped up, send to Alex/Keegan on 3/11*
- Bid Structure – Base vs. Alternative Bids
 - o *Taylor to email Gene (copy Jo Anne) with suggested bid structure.*

**Project Design Meetings will be held on the 2rd Tuesday of each month
Zoom Meeting
(Next meeting – April 13, 2021 at 10:30 am)**

Town of Chenango
Wastewater Treatment and Conveyance Improvements Project
Monthly Project Review Meeting Notes
April 13, 2021 at 10:30 AM (via ZOOM)

Meeting Notes are Shown in Italics, Additional notes

Northgate WWTP

- Formal Regulatory Review Drawings, Specs, and BOD
 - o Awaiting NYS DEC comments – *DEC has been working on permit the last two months*
 - o *DEC anticipates to return comments in June 2021 – main worry is cost based on trends*
 - o *Received minor comments from NYS EFC on contract drawings and documents*

Easements

- Existing easements – any updates if we need new easements?
 - o *Alex Urda sent updates for PS #3,7 – 4/20*
 - *Need additional easement for PS#7 – B&L to send legal description and boundary*
 - o *Alex Urda to talk with Keegan about other easements needs, will review legal language for the remaining stations*
- Glenview Apartments – any comments from owner?
 - o *Executed by Town*
 - o *Waiting for signature from land owner*
- Easement for Castle Creek Rd Crossing – Updates?
 - o *Resend legal description – Keegan*
 - *Done 4/13*
- *Finish clearing up these outstanding easements by 5/5 Board Meeting*

Chenango Heights

- EPA Violation Notification – *Update meeting with EPA, DEC, Town, B&L to coordinate*
 - o *Response letter - Received 4/6 – violation for Chenango Heights WWTP, B&L to draft letter response to EPA*
 - o *Follow up from DEC, no action will be taken by EPA and DEC since the project is seeking to improve this issue*
- River Road Paving – *Push back on this request (Located on the shoulder of the road with minimal impact)*
 - o Full road rehab request from Broome County Highway
 - *Draft initial response to County*
 - o Estimated cost \$175,000 to \$225,000 for complete 1.5” overlay and additional traffic control.
 - *Could require contractor to horizontally directional drill (HDD) whole length of force main, some local contractors don't own machines/have the experience*

- *Paving costs - Not in current estimate, would come from contingency*

Project Overview

- Project cost summary (see attached) – *Discuss at 5/5 Meeting with Board, B&L*
 - o Suggest reviewing with Municipal Solutions and bond counsel.
 - *Hawkins, Delafield & Wood to updated bond resolutions – Received 4/23*
 - *Increase of \$3.2 million*
 - *About a 10% increase from 2020 numbers*
 - *Municipal Solutions to resubmit to EFC so they will cover updated costs*
- Updated user costs (see attached)
 - o *Consult with Municipal Solutions on interest rate*
- Rep. Tenney – Additional Funding
 - o *Sent letter request for funds from FY2022 appropriations to offset cost increases to the project*

Items for Project Attorney (Keegan)

- Keegan sign off on NYSEFC “Right to Title” Form - *5/5 Board Meeting, pending easements settled*
 - o *Will confirm easements*
- Keegan Review Specs – Division 00 and 01 – *Minor changes for insurance documents*
 - o *Check with Keegan on this by 4/30*

Project Schedule (Best Case Scenario)

- Anticipated NYS DEC Comments and draft Northgate SPDES permit – June 2021
- Construction Bidding – July 2021
- *Submittals and equipment procurement in Fall/Winter 2021, construction starting in 2022*

Open Discussion – Additional Comments

- *Send Julie, Keegan updated costs for Bond Resolution*
 - o *Sent 4/13*
- *Property behind WWTP – potential for property purchase around the plant property (how much buffer? Or buy as much as possible?)*
- *Delta off Castle Creek – potential issue with sediment build-up, dredge this delta to remove excessive sediment*
- *B&L to attend 5/5 Board Meeting*

Project Design Meetings will be held on the 2rd Tuesday of each month
Zoom Meeting
(Next meeting - May 11, 2021 at 10:30 am)



443 Electronics Parkway
Liverpool, New York 13088

Phone 315-457-5200 · Fax 315-451-0052

JOB
SHEET NO.
CALCULATED BY
CHECKED BY
DESC.

1855.001.003	
1	OF 1
ATH	DATE 4/9/2021
	DATE
Estimated User Cost	

Total EDUs

2881

Original Bond Resolution	\$23,530,000
Opinion of Probable Total Cost (w/ 10% Contingency)	\$26,730,000
Grant (WIIA, WQIP)	\$6,000,000
Estimated Project Cost w/ Grant (EFC loan amount)	\$20,730,000
Annual Cost - Market Rate (3.3%)**, 30 years	\$1,099,052
Cost per EDU (Original Bond Resolution)	\$322.60
Cost per EDU (Bond Resolution Increase)	\$58.89
Capital Debt per EDU	\$381.48

*Note the 2021 NYS Comptroller Threshold for Sewer Districts is \$696/EDU

**Interest rate determined at long term financing closing, consult with financial advisor



443 Electronics Parkway Liverpool, New York 13088
 Phone 315-457-5200 · Fax 315-451-0052

JOB 1855.001.003
 SHEET NO. 1 OF 1
 CALCULATED BY ATH DATE 4/9/2021
 CHECKED BY DATE
 DISC. Detailed Cost Estimate Summary

Updated Estimate

Description	Estimate
Contract #1 Subtotal	\$14,323,463
Contract #2 Subtotal	\$6,843,183
Estimate of Probable Construction Cost	\$21,166,646
Engineering, Legal, Administration	\$3,167,998
Opinion of Probable Total Cost	\$24,300,000
Construction Contingency	\$2,430,000
Updated Bond Resolution Total	\$26,730,000

Bond Resolution Increase \$3,200,000
 Original Bond Resolution Total \$23,530,000

Basis of Design Report Estimate

Description	Estimate
Contract #1 Subtotal	\$13,500,000
Contract #2 Subtotal	\$5,700,000
Estimate of Probable Construction Cost	\$19,200,000
Engineering, Legal, Administration	\$3,033,000
Opinion of Probable Total Cost	\$22,233,000
Construction Contingency	\$1,297,000



Town of Chenango
Wastewater Treatment and Conveyance Improvements Project
Monthly Project Review Meeting
May 11, 2021 at 10:30 AM (via ZOOM)

Meeting Notes are Shown in Italics. Additional Notes shown in red.

Northgate WWTP

- Formal Regulatory Review Drawings, Specs, and BOD
 - o Awaiting NYS DEC comments - No recent updates on timeline

Easements

- Existing easements – Keegan/Alex Urda remaining easements? (5 PS sites)
 - o *Update from Keegan (Keegan to follow-up with Alex Hess with any boundary description and easement mapping questions)*
 - *Wisconsin PS – King property verbally committed*
 - *Lowes PS - need additional language for shifted area, PS is currently not included in existing easement (Keegan to get info to Lowes Corporate)*
 - *Methodist Church PS – verbally committed*
 - *Poplar Hill PS - Warpus property owner wants to see original easement before committing to anything, note only electrical work to be done on site*
 - *Valvoline PS – verbally committed, existing easement only covers property owned by John Eiklor, so the only new easement needs will be for the parcel owned by Peter Behlog only*
- Glenview Apartments – Signed by owner? - *Signed by owner/attorney to get to Keegan*
 - o *Wait until all easements are complete (By June 4th)*
- Easement for Castle Creek Rd Crossing and Bishop PS (PS #7)
 - o *Wait until all easements are complete (By June 4th)*

Chenango Heights

- EPA Violation Notification
 - o Response letter – any comments?
 - *No comments, B&L to send word file to meeting attendees and sent to Tami Carl to be put on Town letterhead*

Project Overview

- Project cost summary memo
 - o Any comments?
 - *Note for Board to review first 2 pages of memo (highlights of the cost changes from the complete memo)*
 - *Direct cost comparison is not exact due to design changes and scope of work changes, increasing contingency back to 10%*
 - o B&L to discuss at Board Meeting – 5/12 (via Zoom)

Items for Project Attorney (Keegan)

- Keegan sign off on NYSEFC “Right to Title” Form
 - o *Pending easement confirmations/new easements (Plan to have completed by June 4th)*
- Review Specs – Division 00 and 01 - *about 95% finished, Keegan to follow up on this (by end of May 2021)*

Project Schedule (Best Case Scenario)

- Anticipated NYS DEC Comments and draft Northgate SPDES permit – June 2021
- Construction Bidding – July 2021
- Anticipated Construction Schedule:
 - o Submittals and equipment procurement - Fall/Winter 2021
 - o Construction starting - 2022

Castle Creek Delta Discussion (Wendell Buckman – B&L)

- Discuss steps for project to proceed
 - o *Delta that has formed at the Castle Creek and Chenango River confluence (steep creek leading into shallow slope river)*
 - o *Varying degree of solutions (Castle Creek projects upstream, Chenango River sediment removal)*
 - o *Beginning phase with a report and HEC-RAS model to see flow from existing waterways and model the sediment removal*
 - o *Study/Report phase ~\$20,000 commitment from Town to begin report (limited programs to fund the study, potential funding for design, permitting and construction)*
 - o *Extensive cooperation with NYS DEC required with permitting and design phases*
 - o *To be put on agenda for Board Meeting next month (proposal for board to review before next meeting)*

Open Discussion – Additional Comments

- B&L to attend Board Meeting on 5/12 (B&L to attend 2nd Work Session of each month)
 - o *B&L to be in attendance at the following 2021 Board Meetings (5/12, 6/16, 7/14, 8/11, 9/15, 10/13, 11/10, 12/8)*

Project Design Meetings will be held on the 2rd Tuesday of each month

Zoom Meeting

(Next meeting – June 8, 2021 at 10:30 am)



Town of Chenango
Wastewater Treatment and Conveyance Improvements Project
Monthly Project Review Meeting
June 8, 2021 at 10:30 AM (via ZOOM)
Notes shown in italics

Castle Creek Flood Evaluation (Wendell Buckman – B&L)

- Proposal

Northgate WWTP

- Formal Regulatory Review Drawings, Specs, and BOD
 - o Awaiting NYS DEC comments – No Updated Timeline
 - o *Last discussion with NYSDEC they said they would have to us by 1st week in June*
 - o *B&L to let group know when we hear something*
 - o *Tom Vigneault (NYSDEC Regional Water Engineer), May Elprince (NYSDEC Review Engineer) – B&L to pass along Tom's contact for Jo Anne to send an email*

Easements

- All Easements are in the works (All have been sent to Keegan for completion)
 - o Various Pump Station sites, Route 11 Road Crossing, Glenview Apartments
 - o *Jo Anne to provide B&L updated resolution for easements, to confirm we all have the same information and easements are accounted for*

Project Overview

- Sent comments to Broome County – yet to hear back
 - o *B&L suggested to County Highway to have northern lane pavement overlay along where force main construction is to be in the roadway (~17% of the project area). Working to resolve before project bidding*
- Existing gravity conveyance discussion
 - o Potential force main extensions
 - o *Methodist Church – public works crew has not historically seen any issues here, critical area due to the addition of Chenango Heights PS (parallel FM as additive bid)*
 - o *Quinn/Woodland – public works crew has indicated that historical issues in this area have been caused by the Carmichael PS backing up, improvements to Carmichael PS may address issues here*
 - o *Carmichael PS – moving the existing FM to intersection with Quinn Road may shift flow issue that already exists, parallel FM to the gravity main in the Lowes parking lot within the existing easement, critical area due to the addition of Chenango Heights and Pennview PS (parallel FM as additive bid)*
 - o *\$300,000 estimate as additional additives to the base bid*
 - o *B&L Design Amendment over to Town before Friday at noon*

Items for Project Attorney (Keegan)

- Keegan sign off on NYSEFC “Right to Title” Form – after easements complete
- Review Specs – Division 00 and 01 – *Update on comments, Jo Anne to check with Keegan*

Project Schedule (Best Case Scenario) – May shift based on DEC Review

- Anticipated NYS DEC Comments and draft Northgate SPDES permit – June 2021
- Construction Bidding – July 2021
- Anticipated Construction Schedule:
 - o Submittals and equipment procurement - Fall/Winter 2021
 - o Construction starting – 2022

Open Discussion – Additional Comments

- B&L to attend Board Meeting – 6/16 *(5pm via Zoom) Jo Anne to send Zoom info*
- *Bidding (Award contracts based on low bid for base bid and additive bids combined)*

Project Design Meetings will be held on the 2nd Tuesday of each month
Zoom Meeting
(Next meeting – July 13, 2021 at 10:30 am)



Town of Chenango
Wastewater Treatment and Conveyance Improvements Project
Monthly Project Review Meeting
July 13, 2021 at 10:30 AM (via ZOOM)

Northgate WWTP

- Formal Regulatory Review Drawings, Specs, and BOD
 - o Awaiting NYS DEC comments
 - Internal DEC meeting on 7/8 (per May Elprince)

Easements

- All Easements are in the process of being finalized
 - o Various Pump Station sites, Route 11 Road Crossing, Glenview Apartments

Project Overview

- Broome County Highway Department
 - o Northern lane pavement overlay along where force main construction is to be in the roadway (~17% of the project area) – County is on board for this
- Working on FM design for gravity conveyance concern areas (per Amendment approved by Board)

Items for Project Attorney (Keegan)

- Keegan sign off on NYSEFC “Right to Title” Form – after easements complete
- Review Specs – Division 00 and 01

Project Schedule (Best Case Scenario) – Tentative may shift based on DEC Review

- Anticipated NYS DEC Comments – Mid July 2021
- Construction Bidding – Mid August 2021
- Construction Bid Opening – Mid September 2021
- Notice to Proceed – November 2021
- Construction Completion – November 2023

Water System Discussion

- Water system/service area map (see attached)
- Potential Project Ideas
 - o Interconnections
 - o New well (Hydrosource)
 - o Initial 2014 project
- Landfill testing results
- What board meeting for proposal and discussion?

Open Discussion – Additional Comments

**Project Design Meetings will be held on the 2rd Tuesday of each month
Zoom Meeting
(Next meeting – August 10, 2021 at 10:30 am)**



Town of Chenango
Wastewater Treatment and Conveyance Improvements Project
Monthly Project Review Meeting
August 10, 2021 at 10:30 AM (via ZOOM)

Water System Discussion (Claude from Hydrosource)

- Water system/service area map (see attached)
- Potential Project Ideas
 - o Interconnections
 - o New well
 - o Initial 2014 project

Contract 1 and 2 = Northgate WWTP and Wastewater System Improvements

- Final Regulatory Review Drawings, Specs, and BOD
 - o To DEC by 8/20
 - o Final Design Review Meeting – 9/1 at 9am ? (Town Hall)

Easements

- Easements Finalized?
 - o Various Pump Station sites, Route 11 Road Crossing, Glenview Apartments

Design Committee Action Items

- Keegan sign off on NYSEFC “Right to Title” Form – after easements complete
- Review Specs – Division 00 and 01 (Alex Urda, Keegan – any comments?)

Project Schedule (Best Case Scenario) – Tentative may shift based on DEC Review

- July 22 – Preliminary DEC comments received.
- August 20 – Submit revised drawings/specs/BOD report and comment response letter to review agencies (DEC, EFC, DOT, Broome County Highway) and Town of Chenango for final review.
- September 8 – Assume DEC approval letter received and final comments received from Town.
- *Pending DEC approval*
 - o September 17 – Finalize bid documents.
 - o September 23 – Publish bid advertisement. Newspaper need advertisement at least two days prior Monday 9/20.
 - o October 21/28 – Bid opening. (On projects of this size we typically are issuing an addendum to address contract questions the last week of the bid period. Suggest we start with a 4-week bidding period with the assumption the bid opening date will likely be pushed back a week or two via addendum.)

Open Discussion – Additional Comments

**Project Design Meetings will be held on the 2nd Tuesday of each month
Zoom Meeting
(Next meeting – September 14, 2021 at 10:30 am)**



Town of Chenango
Wastewater Treatment and Conveyance Improvements Project
Monthly Project Review Meeting Notes
September 21, 2021 at 10:30 AM (via ZOOM)

Contract 1 and 2 - Northgate WWTP and Wastewater System Improvements

- Final Regulatory Review Drawings, Specs, and BOD
 - o Submitted to DEC – 8/20
 - No additional comments have been received so far
 - o Updated Schedule (See below)
 - SPDES permit – no updates yet, Jo Anne to reach out to DEC permit coordinator in Albany
 - o Field Order Process (discuss with board tomorrow) –
 - Discussion at tomorrow’s meeting 9/22, decision by 10/6 Board Meeting, recommend against monetary cap to field order changes
 - Town representative (Greg Burden) to authorize field order through Misc. Work Allowances

Suggested Work Allowances Summary (To discuss with Board tomorrow)

- o Contract 1 – Northgate WWTP Improvements (~\$14.3M estimate, Total Allow. 2.3%)
 - Contract 1A – General Construction – \$150,000 (1.05%, increased from email)
 - Contract 1B – Electrical Construction – \$75,000 (0.5%)
 - Contract 1C – Mechanical Construction – \$50,000 (0.35%)
 - Contract 1D – Plumbing Construction – \$50,000 (0.35%)
- o Contract 2 – Sanitary Sewer Collection System Improve. (~\$6.8M, Total Allow. 2.6%)
 - Contract 2A – General Construction – \$100,000 (1.5%)
 - Contract 2B – Electrical Construction – \$75,000 (1.1%)

Easements

- Easements Finalized?
 - o Various Pump Station sites, Route 11 Road Crossing, Glenview Apartments
 - Jo Anne to follow up with Keegan

Design Committee Action Items

- Keegan sign off on NYSEFC “Right to Title” Form – after easements complete
- Review Specs – Division 00 and 01 (Alex Urda, Keegan – any comments?)
 - o Jo Anne to follow up with Keegan

Project Schedule (Best Case Scenario) – Tentative may shift based on DEC Review

- August 20 – Submitted revised drawings/specs/BOD report and comment response letter to review agencies (DEC, EFC, DOT, Broome County Highway) and Town of Chenango for final review.
- September – Final Comments from the Town (Alex, Keegan)

- October 1 – Assume DEC final comment/approval letter received.
- *Pending DEC approval*
 - o October 8 – Finalize bid documents.
 - o October 13 (Wednesday) – Publish bid advertisement. Newspaper needs advertisement at least two days prior Monday, 10/11.
 - o November 10/17 – Bid opening. (On projects of this size we typically are issuing an addendum to address contract questions the last week of the bid period. Suggest we start with a 4-week bidding period with the assumption the bid opening date will likely be pushed back a week or two via addendum.

Open Discussion – Additional Comments

- Update on MBR Valve Vault Discussion
 - o High Water alarm float, lighting to be added
 - o Electrical outlet in valve vault, fan ventilation – not recommended
 - o Electrical outlet to be added outside of Belt Press Building (near MBR valve vault)
- Code Review of Project
 - o Jon Freer to discuss with Board at 9/22 meeting
- Board Meeting – 9/22 at 5pm (via Zoom)
 - o B&L to attend

Project Design Meetings will be held on the 2rd Tuesday of each month
Zoom Meeting
(Next meeting – October 12, 2021 at 10:30 am)



Town of Chenango
Wastewater Treatment and Conveyance Improvements Project
Monthly Project Review Meeting Notes
October 12, 2021 at 10:30 AM (via ZOOM)

Contract 1 and 2 - Northgate WWTP and Wastewater System Improvements

- Final Regulatory Review Drawings, Specs, and BOD
 - o Submitted to DEC – 8/20
 - Final comments received, 10/4
 - B&L to provide updated drawings for final DEC review/approval
 - No word on the permit from DEC
 - o Updated Schedule (See below)
 - o Field Order Process
 - Remind board for review
 - Limits to change orders?

Easements

- Easements Finalized?
 - o Various Pump Station sites, Route 11 Road Crossing, Glenview Apartments

Design Committee Action Items

- Keegan sign off on NYSEFC “Right to Title” Form – after easements complete
- Review Specs – Division 00 and 01 (Alex Urda, Keegan – any comments?)
 - o Alex Urda - doesn't have any
 - o Jo Anne to make appointment with Keegan
 - Zoom Meeting – 10/14 at 2pm
 - (send Keegan a punch list) – this afternoon

Project Schedule (Best Case Scenario) – Tentative may shift based on DEC and ICC Review

- August 20 – Submitted revised drawings/specs/BOD report and comment response letter to review agencies (DEC, EFC, DOT, Broome County Highway) and Town of Chenango for final review.
- September – Final Comments from the Town (Alex, Keegan) ?
- October 4 – DEC final comments received.
- Pending DEC approval and ICC Code Review

(ICC Review period 2 weeks, up to 4 weeks) – Need to send ICC, the most up to date drawings

Ad for Bid – Beginning of December (6-7 week bid period)

Opening – Mid January

- o October 15 – Final Documents to DEC
- o October 22 – DEC Final Approval
- o November 12 – Final ICC Review (Based on 4 week review period)

- November 19 – Finalize bid documents.
- November 24(Wednesday) – Publish bid advertisement. Newspaper needs advertisement at least two days prior, Monday (11/22).
- December 22/29 – Bid opening. (On projects of this size we typically are issuing an addendum to address contract questions the last week of the bid period. Suggest we start with a 4-week bidding period with the assumption the bid opening date will likely be pushed back a week or two via addendum.

Open Discussion – Additional Comments

Agenda for board meeting

**Project Design Meetings will be held on the 2rd Tuesday of each month
Zoom Meeting
(Next meeting – November 9, 2021 at 10:30 am)**

Pending DEC approval and ICC Code Review (ICC Review period 2 weeks, up to 4 weeks)

October 15 – Final Documents to DEC

October 22 – DEC Final Approval

November 12 – Final ICC Review (Based on 4 week review period) *(Shift based on new drawings to ICC)*

End of November – Finalize bid documents.

Beginning of Dec. – Publish bid advertisement. Newspaper needs advertisement at least two days prior

Mid Jan. – Bid opening.



Town of Chenango
Wastewater Treatment and Conveyance Improvements Project
Monthly Project Review Meeting Notes
November 9, 2021 at 10:30 AM (via ZOOM)

Contract 1 and 2 - Northgate WWTP and Wastewater System Improvements

- New Draft SPDES Permit
 - o Received – 10/21
 - o B&L Draft Permit Review (Mike Coley)
 - B&L to provide comment letter - see attached draft
 - Comments due 11/26
- Additional Permit Requirements
 - Mercury Minimization Plan – DEC working to meet EPA Water Quality limit for mercury
 - Steps to detect mercury sources
 - Monitor monthly, will lower limit to below the current 50 ng/L
 - WET Testing – new requirement – first year in 2024, quarterly
 - Phenol, cyanide testing – based on detection in testing for 2A Form
 - Biennial priority pollutant scan – same as testing for 2A, every 2 years
- Final Regulatory Review Drawings, Specs, and BOD
 - o Submitted to DEC – 10/14
 - o Awaiting Final Approval from DEC
 - Reached out to May Elprince at DEC, 11/9 – awaiting response
- Code Review
 - o Received comments from ICC – 11/1
 - Appears that ICC did not receive project specifications
 - Many comments related to items referred to in specs
 - o Response to comments by B&L – 11/15
 - Send link to specs with comment letter for final ICC review
 - Email sent to Gavin, 11/9 with overview
- Updated Schedule (See below)

Easements

- Updates (after discussion with Keegan - 11/1)
 - o Wisconsin PS #16 – permanent easement not needed, able to shift electrical backboard to fit within ROW, temporary easement to remove old electrical equip. at site (if able to receive, not required)
 - Resident not willing to work with Town on permanent easement, only

want to sell whole property

- Poplar Hill PS #18 – work at site is not required as part of project, would benefit operators to integrate complete system
 - Town still working on this easement
- Bishop PS #7 – difficult to get a hold of owner, Town is working to get easement still

Project Schedule (Best Case Scenario) – Tentative may shift based on DEC and ICC Review

- August 20 – Submitted revised drawings/specs/BOD report and comment response letter to review agencies (DEC, EFC, DOT, Broome County Highway) and Town of Chenango for final review.
- October 4 – DEC final comments received.
- October 14 – Final comments addressed to DEC/EFC.
- *Pending DEC approval and ICC Code Review*
 - November – DEC Final Approval
 - November 1 – Initial ICC Review
 - 2 weeks to address ICC review comments
 - November 15 – ICC Response Letter to ICC/Town
 - End of November/Beginning of December – Finalize bid documents.
 - Beginning of December – Publish bid advertisement. Newspaper needs advertisement at typically two days prior.
 - Mid. January – Bid opening. (6 to 7 week bid period due to holidays. On projects of this size we typically are issuing an addendum to address contract questions the last week of the bid period. The bid opening date may be pushed back a week or two via addendum.)

Open Discussion – Additional Comments

- SEQR Updates for force main work (future board meeting)
 - Review revised FEAF part 1 at board meeting, Supervisor to sign
 - Send new doc to original involved/interested agencies – suggest at least 20 day comment period if not full 30
 - Re-issue neg. dec. resolution at board meeting and resubmit to ENB

Project Design Meetings will be held on the 2nd Tuesday of each month
Zoom Meeting
(Next meeting – December 14, 2021 at 10:30 am)



Town of Chenango
Wastewater Treatment and Conveyance Improvements Project
Monthly Project Review Meeting Notes
December 13, 2021 at 10:30 AM (via ZOOM)
See notes below in red

Contract 1 and 2 - Northgate WWTP and Wastewater System Improvements

- Draft SPDES Permit
 - o Comments sent – 11/23
 - o Awaiting Final SPDES Permit
 - *No additional word from DEC yet*

- Final Drawings, Specs
 - o To be uploaded Wednesday on RevPlans
 - o *Uploaded on Wed, 12/15*
 - o *Also sent to Builder's Exchanges as noted in Ad for Bid*
 - *Also sent to Builder's Exchange in Binghamton, as noted by Alex Urda*

- Advertisement for Bid
 - o To be published on Thursday, 12/16
 - *Posted in legal notices on Thursday only*
 - o Updated ad for bids sent on 12/13 via email
 - *Additional note on pre-bid meeting*

- Pre-bid Meeting/Bid Opening
 - o Pre-bid Meeting - To be held virtually, 1/10/2022
 - Contract 1 – 10 am
 - Contract 2 – 11 am
 - o Bid Opening – To be held in person
 - 1/31/2022 – 10 am, Town Hall
 - Reserve the right to be held virtually
 - *Jo Anne will confirm having bid opening in Community Room*

- Updated Schedule (See below)

Easements

- Status/Updates
 - o *Jo Anne to confirm with Keegan that all easements have been received*
 - o *Town to notify B&L with any outstanding issues*
- Right to Title Form – to be signed by Keegan, required by EFC
 - o Need to sign off ASAP

Project Schedule

- Publish Advertisement for Bid – 12/15
- Bid Opening – 1/31
 - o May be pushed back a week or two via addendum
- Bid Award – 2/9, *may shift to 2/16 depending on timeline for board submission*
 - o *Board Resolution for Bid Award, 2/16*
- Construction Start – Spring 2022
- Construction Finish – Spring 2024

Open Discussion – Additional Comments

Electrofusion – Greg is good with moving forward with HDPE, information for repair sent via email

Monthly Progress Meetings – planned during construction with contractors, B&L, Greg, Alex Urda, Don, Bruce

Board meetings

- o *Plan to have Greg/Alex Urda talk with Board with updates as needed*
- o *B&L to attend every month, also to present any change orders to Board*

Monthly design meetings to continue until construction has begun or until pre-construction meeting is scheduled with Contract 1 and 2 contractors

**Project Design Meetings will be held on the 2nd Tuesday of each month
Zoom Meeting
(Next meeting – January 11, 2022 at 10:30 am)**



Town of Chenango
Wastewater Treatment and Conveyance Improvements Project
Monthly Project Design Meeting Notes
January 4, 2022 at 10:30 AM (via ZOOM)
Note shown in red.

Contract 1 and 2 - Northgate WWTP and Wastewater System Improvements

- Draft SPDES Permit Issued

- Final Drawings, Specs
 - o Available to contractors, vendors
 - RevPlans.com, local Builders Exchanges
 - *Plan holder lists for Contracts 1 and 2 as of 1/4/22 attached (available real time on revplans.com)*

- Advertisement for Bid
 - o Published on Thursday, 12/16

- Pre-bid Meeting/Bid Opening
 - o Pre-bid Meeting - To be held virtually, 1/10/2022
 - Contract 1 – 10 am
 - Contract 2 – 11 am
 - *Greg, Alex Urda, Jo Anne to attend*
 - See attached draft meeting agenda

 - o Bid Opening – To be held in person
 - 1/31/2022 – 10 am, Community Room at Town Hall
 - *Combined in-person and virtual option*
 - *Deliver bids to Lizanne, Town Clerk*
 - o *To Town Clerks Office, add to addendum for both Contracts 1 and 2*
 - *Lizanne, Julie, Jo Anne, Greg, Alex Urda to attend bid opening*
 - Reserve the right to be held virtually, decide by 1/20
 - *B&L will at least attend in person still, if shifted to all virtual*

- EFC Financing
 - o Updated project score for 2022 EFC IUP
 - Town now qualifies for subsidized financing (50% of market rate)
 - Equivalent to \$3.8 million in grant (at 3% market rate)
 - *Increased based on CH WWTP, water quality improvement and the impairment of Chenango River from WWTPs*

- Draft B&L Amendment
 - o *Draft by Friday (1/7) at noon for discussion at Board Meeting (1/12), vote next month*
- Updated Schedule (See below)

Easements

- Status/Updates
 - o *Jo Anne is awaiting response from Keegan, along with Right to Title Form*
- Right to Title Form – to be signed by Keegan, required by EFC
 - o Need to sign off ASAP

Project Schedule

- Publish Advertisement for Bid – 12/15
- *Pre-Bid Meetings - 1/10*
- Board Meeting – 1/12, *B&L to attend virtually*
- Bid Opening – 1/31
 - o May be pushed back a week or two via addendum
- Bid Award – 2/9, shift to 2/16 as needed
- Construction Start – Spring 2022
- Construction Finish – Spring 2024

Open Discussion – Additional Comments

- *Construction Inspector for B&L – John Dilmore, information for Board with resume at next meeting*
- *May shift time access to WWTP or provide key to superintendent once construction begins*
- *Once work begins in neighborhoods, Town to send out notices to residents when work will be near their houses*

Project Design Meetings will be held on the 2rd Tuesday of each month
Zoom Meeting
(Next meeting – February 8, 2022 at 10:30 am)

**Town of Chenango – Northgate WWTP Improvements
Meeting via Zoom – Video Conference**

**Contract 1A – General Construction
Contract 1B – Electrical Construction
Contract 1C – Mechanical Construction
Contract 1D – Plumbing Construction**

Pre-Bid Meeting Agenda – January 10, 2022– 10:00 A.M.

**Zoom Meeting ID: 852 3350 2641
<https://us06web.zoom.us/j/85233502641>**

1. Introductions

- A. Taylor Bottar, Barton and Loguidice, D.P.C., Managing Engineer
- B. Alex Hess, Barton and Loguidice, D.P.C., Engineer
- C. Greg Burden, Town of Chenango Superintendent of Public Works
- D. Bruce Canova, Town of Chenango WWTP Chief Operator
- E. Don Benjamin, Town of Chenango WWTP Operator
- F. Alex Urda, Urda Engineering PLLC
- G. Zoom Attendees

2. Scope of Work:

- A. Contract 1A – General Construction
- B. Contract 1B – Electrical Construction
- C. Contract 1C – Mechanical Construction
- D. Contract 1D – Plumbing Construction

3. Standardization

- A. By Resolution the Town has standardized on AquaLogics Systems, Syracuse NY (Don Ballway, 315-413-0400 x 308) as the Instrumentation and Controls System Integrator for the project.

4. Project Schedule

- A. Substantial completion – 600 calendar days from Notice to Proceed.
- B. Winter shutdowns are at the contractor's sole discretion and shall not extend contract substantial completion date.

5. Construction Sequencing

- A. Proposed sequence of construction is outlined on Sheet G004.
- B. Contractor(s) shall submit project schedule prior to start of work.
- C. Prime contract coordination critical throughout project to ensure minimal disruption.
- D. WWTP shall remain operational at all times and shall maintain compliance with SPDES permit; coordinate all work/temporary outages with Town with adequate notice.
- E. Coordinate with Contract 2, see Sequence of Construction note #16 on Sheet G004.
- F. The contract documents consist of all drawings and specifications regardless of the contract delineation. Contractors shall review the contract documents in their entirety. See Sheet G004, General Note #33.

6. Geotechnical Evaluations

- A. Borings and geotechnical evaluation report included within the Supplemental Conditions for information purposes.

7. Asbestos Containing Material and Lead Paint

- A. Pre-Demolition survey report included within the Supplemental Conditions for information purposes.

8. Addenda/Bid Schedule

- A. Contractor Question Cutoff – COB Monday, January 17, 2022
- B. Final Addendum Issued – COB Monday, January 24, 2022 (if necessary)
- C. Bid Opening – 10:00 AM Monday, January 31, 2022 at Town Hall

9. Permits

- A. NYSEFC and NYSDEC Project Approval
- B. Stormwater Pollution Prevention Plan (SWPPP)
- C. Town of Chenango Building Permit – The Contractor shall complete and submit an application for a Building Permit with the Town of Chenango Code Enforcement Officer.

10. Construction Site Access

- a. 7:00 AM to 3:00 PM
- b. After hours work shall be coordinated with the Town.
- c. Dispensation requests will be reviewed upon submittal. The Town reserves the right to reject or approve any and all dispensation requests.

11. Funding/M&WBE Requirements

- A. EFC CWSRF Project Finance Agreement, Project No. C7-6203-04-00
 - 1. Reference EFC Mandatory State Revolving Fund Terms and Conditions, see Section 00 73 90
 - a. MWBE Requirement
 - b. SDVOB Good Faith Efforts
 - c. NYS Prevailing Wages, Davis Bacon Prevailing Wages (highest applies)
 - d. American Iron and Steel (AIS) Requirements

12. Safety

- A. Contractor is responsible for site safety, see Sheet G004, General Note #1.

13. Substitutes/Or Equals

- A. No alternates or equals will be allowed at the time of bid. Alternatives and "or-equals" will be considered only after Contract Award.
- B. The Contract Price shall be based upon Contractor furnishing item as specified.
- C. Reference Section 00 72 16 General Conditions, Article 7.04 "Or Equals".

14. Bid Completeness Requirements

- a. Reference Section 00 43 93 Bidder's Checklist

15. Questions?

- a. All questions will be addressed via Addendum.

**Town of Chenango – Sanitary Sewer Collection System Improvements
Meeting via Zoom – Video Conference**

**Contract 2A – General Construction
Contract 2B – Electrical Construction**

Pre-Bid Meeting Agenda – January 10, 2022 – 11:00 A.M.

**Zoom Meeting ID: 844 9953 7538
<https://us06web.zoom.us/j/84499537538>**

1. Introductions

- A. Taylor Bottar, Barton and Loguidice, D.P.C., Managing Engineer
- B. Alex Hess, Barton and Loguidice, D.P.C., Engineer
- C. Greg Burden, Town of Chenango Superintendent of Public Works
- D. Bruce Canova, Town of Chenango WWTP Chief Operator
- E. Don Benjamin, Town of Chenango WWTP Operator
- F. Alex Urda, Urda Engineering PLLC
- G. Zoom Attendees

2. Scope of Work:

- A. Contract 2A – General Construction
- B. Contract 2B – Electrical Construction

3. Standardization

- A. By Resolution the Town has standardized on Aqualogics Systems, Syracuse NY (Don Ballway, 315-413-0400 x 308) as the Instrumentation and Controls System Integrator for the project.

4. Project Schedule

- A. Substantial completion – 600 calendar days from Notice to Proceed.
- B. Winter shutdowns are at the contractor's sole discretion and shall not extend contract substantial completion date.

5. Construction Sequencing

- A. Proposed construction sequence is outlined on Sheet G003.
- B. Contractor(s) shall submit project schedule prior to start of work.
- C. Prime contract coordination critical throughout project to ensure minimal disruption.
- D. Coordinate with Contract 1, see Sequence of Construction note #6 on Sheet G003.
- E. The contract documents consist of all drawings and specifications regardless of the contract delineation. Contractors shall review the contract documents in their entirety. See Sheet G003, General Note #33.

6. Geotechnical Evaluations

- A. Borings and geotechnical evaluation report completed by ATL and included within Supplemental Conditions for information purposes.

7. Asbestos Containing Material and Lead Paint

- A. Pre-Demolition survey report included within Supplemental Conditions for information purposes.

8. Addenda/Bid Schedule

- A. Contractor Question Cutoff – COB Monday, January 17, 2022
- B. Final Addendum Issued – COB Monday, January 24, 2022 (if necessary)
- C. Bid Opening – 10:00 AM Monday, January 31, 2022 at Town Hall

9. Permits

- A. NYSEFC and NYSDEC Project Approval
- B. Stormwater Pollution Prevention Plan (SWPPP)
- C. Town of Chenango Building Permit – The Contractor shall complete and submit an application for a Building Permit with the Town of Chenango Code Enforcement Officer.

10. Construction Site Access

- a. 7:00 AM to 3:00 PM
- b. After hours work shall be coordinated with the Town.
- c. Dispensation requests will be reviewed upon submittal. The Town reserves the right to reject or approve any and all dispensation requests.

11. Funding/M&WBE Requirements

- A. EFC CWSRF Project Finance Agreement, Project No. C7-6203-04-00
 - 1. Reference EFC Mandatory State Revolving Fund Terms and Conditions, see Section 00 73 90
 - a. MWBE Requirement
 - b. SDVOB Good Faith Efforts
 - c. NYS Prevailing Wages, Davis Bacon Prevailing Wages (highest applies)
 - d. American Iron and Steel (AIS) Requirements

12. Safety

- A. Contractor is responsible for site safety, see Sheet G003, General Note #1.

13. Substitutes/Or Equals

- A. No alternates or equals will be allowed at the time of bid. Alternatives and “or-equals” will be considered only after Contract Award.
- B. The Contract Price shall be based upon Contractor furnishing item as specified.
- C. Reference Section 00 72 16 General Conditions, Article 7.04 “Or Equals”.

14. Bid Completeness Requirements

- a. Reference Section 00 43 93 Bidder’s Checklist

15. Questions?

- a. All questions will be addressed via Addendum.

* Town of Chenango - Northgate Wastewater Treatment Plant Improvements

BL 1855.001.003 ToC

Plan Holders

Date	Company	Contact	Contracts
12/29/21 9:38 am	Metra Industries 50 Muller Place Little Falls, NJ 07424	Jennifer DeRose Tel: 973-812-0333 Fax: 973-812-6596	1A – General Construction 1B – Electrical Construction 1C – Mechanical Construction 1D – Plumbing Construction
12/28/21 2:24 pm	J&K Plumbing and Heating Co., Inc. 24 Thorp Street Binghamton, NY 13905	W. Allyn Jones, Jr. President Tel: 607-772-1666 Fax: 607-724-4048	1C – Mechanical Construction
12/28/21 10:42 am	C.O. Falter Construction Corp. 403 West Bear St Syracuse, NY 13204	Peggy Christensen Office Manager Tel: 3154223016 Fax: 315-466-3539	1A – General Construction
12/22/21 12:15 pm	Blanding Electric, Inc. 429 Commerce Rd Vestal, NY 13850	Matthew Labosky Tel: 607-729-3545	1B – Electrical Construction
12/22/21 11:41 am	Schuler-Haas Electric Corp. 727 Innovation Way Johnson City, NY 13790	Bob Sivak PM/Estimator Tel: 607-722-3312	1B – Electrical Construction
12/21/21 1:58 pm	NELCORP Electrical Contracting Corp. 35 North Kelley Ave. Edwell, NY 13760	Phil Kasper Tel: 6077548428	1B – Electrical Construction
12/21/21 1:09 pm	A.Treffeisen & Sons LLC 204 Roundhouse Rd Oneonta, NY 13820	Lisa Short office manager Tel: 6074321655 Fax: 6074327344	1A – General Construction 1B – Electrical Construction 1C – Mechanical Construction 1D – Plumbing Construction
12/20/21 4:32 pm	Dutchland, Inc. 160 Route 41 Gap, PA 17527	Dorothy Budzik Sales Support Tel: 717-442-8282 Fax: 717-442-9330	1A – General Construction

Date	Company	Contact	Contracts
12/20/21 2:38 pm	Streeter Associates Inc 101 East Woodlawn Ave Elmira, NY 14901	Robert Stanton Director of Marketing Tel: 607-734-4151 Fax: 607-732-2952	1A – General Construction
12/20/21 1:07 pm	LeChase Construction 31 Lewis Street Suite 303 Binghamton, NY 13901	Jill Brink Project Admin. Tel: 607-772-2500	1A – General Construction 1B – Electrical Construction 1C – Mechanical Construction 1D – Plumbing Construction
12/20/21 12:13 pm	ConstructConnect 3825 Edwards Rd, Suite 100 Suite 100 Cincinnati, OH 45209	Ashley Welker Content Tel: 8003642059 Fax: 866-570-8187	1A – General Construction
12/20/21 9:48 am	Eastman Associates, Inc. 6 Railroad Ave. Oneonta, NY 13820	Gavin McMillan Tel: 607-432-7803 Fax: 607-432-8140	1A – General Construction
12/20/21 8:49 am	Fahs Construction Group 2224 Pierce Creek Rd Binghamton, NY 13903	Lukas Kresge Tel: 6077241835 Fax: 607-231-1701	1A – General Construction
12/20/21 7:34 am	Dodge Data & Analytics 2860 S State Hwy 161 Ste 160 #501 New York, TX 75052	Jayalakshmi Loganathan Tel: 413-376-7032	1A – General Construction 1B – Electrical Construction 1C – Mechanical Construction 1D – Plumbing Construction
12/17/21 3:17 pm	WM Schultz Construction, Inc. 831 State Route 67, Curtis Ind. Park, Bldg. 28 Ballston Spa, NY 12020	Kelly Schultz Tel: 5184878555	1A – General Construction
12/16/21 2:03 pm	Performance Construction Company 25 South Centre Street Pottsville, PA 17901	Teri Salle Office Assistant Tel: 717-671-9011 Fax: 717-671-6998	
12/16/21 2:13 pm	Koester Associates 3101 Seneca turnpike Canastota, NY 13032	Kyle Buckles Bidding coordinator Tel: 315-697-3800 Fax: 315-697-3888	1A – General Construction
12/16/21 12:37 pm	Aqua-Aerobic Systems, Inc. 6306 North Alpine Road Loves Park, IL 61111	Amber Steder Sales Correspondent Tel: 815-639-4444 Fax: 815-654-8258	1A – General Construction 1B – Electrical Construction 1C – Mechanical Construction 1D – Plumbing Construction

Date	Company	Contact	Contracts
12/16/21 11:27 am	Blue Heron Construction 9289 Bonta Bridge Road Jordon, NY 13080	eric soehner President Tel: 315 374 1184 Fax: 315 689 1359	1A – General Construction
12/16/21 10:51 am	Vacri Construction Corp. One Brick Avenue Binghamton, NY 13901	Robert DeVincentis CEO Tel: 607-723-4319 Fax: 607-723-9539	1A – General Construction 1B – Electrical Construction 1C – Mechanical Construction 1D – Plumbing Construction
12/16/21 10:45 am	Matco Electric 3913 Gates Rd Vestal, NY 13850	Matco Estimating Tel: 6077294921 Fax: 6077290932	1B – Electrical Construction
12/15/21 4:25 pm	Barton & Loguidice, D.P.C 443 Electronics Parkway Liverpool, NY 13088	Alex Hess Engineer 2 Tel: 315-457-5200 Fax: 000-000-0000	

* Town of Chenango - Sanitary Sewer Collection System Improvements

BL 1855.001.003 ToC

Plan Holders

Date	Company	Contact	Contracts
1/4/22 9:28 am	JAT Construction Co. Inc. Po Box 247 Selkirk, NY 12158	Bob Williams Superintendent Tel: 518-756-3414 Fax: 518-756-3780	2A – General Construction
12/30/21 11:09 am	Construction Journal 759 South Federal Highway Stuart, FL 34994	Mary Ann Duke Tel: 800-785-5165 Ext 444 Fax: 800-581-7204	2A – General Construction 2B – Electrical Construction
12/28/21 10:46 am	C.O. Falter Construction Corp. 403 West Bear St Syracuse, NY 13204	Peggy Christensen Office Manager Tel: 3154223016 Fax: 315-466-3539	2A – General Construction
12/22/21 2:26 pm	Blanding Electric, Inc. 429 Commerce Rd Vestal, NY 13850	Matthew Labosky Tel: 607-729-3545	2B – Electrical Construction
12/22/21 11:41 am	Schuler-Haas Electric Corp. 727 Innovation Way Johnson City, NY 13790	Bob Sivak PM/Estimator Tel: 607-722-3312	2B – Electrical Construction
12/21/21 2:04 pm	NELCORP Electrical Contracting Corp. 35 North Kelley Ave. Edwell, NY 13760	Phil Kasper Tel: 6077548428	2B – Electrical Construction
12/21/21 1:13 pm	A.Treffeisen & Sons LLC 204 Roundhouse Rd Oneonta, NY 13820	Lisa Short office manager Tel: 6074321655 Fax: 6074327344	2A – General Construction 2B – Electrical Construction
12/20/21 11:53 am	ConstructConnect 3825 Edwards Rd, Suite 100 Suite 100 Cincinnati, OH 45209	Ashley Welker Content Tel: 8003642059 Fax: 866-570-8187	2B – Electrical Construction

Date	Company	Contact	Contracts
12/20/21 7:20 am	Dodge Data & Analytics 2860 S State Hwy 161 Ste 160 #501 New York, TX 75052	Jayalakshmi Loganathan Tel: 413-376-7032	2A – General Construction 2B – Electrical Construction
12/17/21 12:45 pm	Diekow Electric, Inc. 375 US Highway 11 Marathon, NY 13803	Vanessa Angeline Treasurer Tel: 607-849-4343 Fax: 607-849-4396	2B – Electrical Construction
12/17/21 10:39 am	National Water Main Cleaning Co.	John Tate Tel: 781-828-0863 Fax: 781-828-2473	2A – General Construction 2B – Electrical Construction
12/16/21 10:47 am	Matco Electric 3913 Gates Rd Vestal, NY 13850	Matco Estimating Tel: 6077294921 Fax: 6077290932	2B – Electrical Construction
12/16/21 10:45 am	Vacri Construction Corp. One Brick Avenue Binghamton, NY 13901	Robert DeVincentis CEO Tel: 607-723-4319 Fax: 607-723-9539	2A – General Construction 2B – Electrical Construction
12/16/21 9:57 am	G. DeVincentis & Son 7 Belden Street Binghamton, NY 13903	John Steed Project Manager Tel: 607-723-9971 Fax: 607-723-9964	2A – General Construction
12/15/21 4:47 pm	Barton & Loguidice, D.P.C 443 Electronics Parkway Liverpool, NY 13088	Alex Hess Engineer 2 Tel: 315-457-5200 Fax: 000-000-0000	



Town of Chenango
Wastewater Treatment and Conveyance Improvements Project
Monthly Project Design Meeting Notes
February 8, 2022 at 10:30 AM (via ZOOM)

Bid Date/Schedule

- Bid Opening – 2/17 at 11 am
 - o Town Hall and Virtual Zoom Option – *both options will remain*
- Post-Bid Design Team Meeting – 2/22
- Post-Bid Board Meeting – 3/2
 - o Discuss bids
 - o Recommend Award of Bid – *award to lowest bidder*
- Construction Start – July 2022
 - o Mandatory 120 day – Submittal Period
 - *First WWTP item to be built is ~24 weeks out – digester tank*
- Construction Finish – Spring 2024

Sewer District 12 – Consolidation

- 2/16 Board Meeting
- Discuss user costs for consolidated districts vs. SD 12
 - o *To be discussed at meeting*

B&L Amendment

- 2/16 Board Meeting
- Further discussion
 - o *Jo Anne to follow up with Board Members*

SEQR Updates

- 2/16 Board Meeting
- Part 2 and 3 presentation to Board
- Board Resolution
 - o *Keegan will finalize*

Easements

- Status/Updates
- Right to Title Form – to be signed by Keegan, required by EFC
 - o Need to sign off ASAP

Open Discussion – Additional Comments

- *B&L Board Report – to Jo Anne by 4pm, 2/10*

(Next meeting – February 22, 2022 at 10:30 am)



**Town of Chenango
Wastewater Treatment and Conveyance Improvements Project
Post Bid Meeting**

February 22, 2022 at 10:30 AM (via ZOOM)

Meeting Notes in blue, Follow-up Notes in red

Bid Tabulations

- Apparent Low Bidders
 - o Contract 1A – Streeter Associates – Elmira, NY
 - o Contract 1B – Matco Electric – Vestal, NY
 - *Total Bid – off by \$30,000 versus Bid Item Total*
 - *B&L to draft letter response for excepting Contract Amount of Bid Item Totals*
 - o Contract 1C – J&K Plumbing and Heating – Binghamton, NY
 - o Contract 1D – No Bids
 - *Potentially award to Contract 1C via Change Order*
 - *J&K plans to get estimate to B&L by 2/28*
 - o Contract 2A – R.B. Robinson – Candor, NY
 - o Contract 2B – Blanding Electric – Vestal, NY
 - *Total Bid – off by \$180 versus Bid Item Total*
 - *Blanding Electric owner is willing to accept the \$180 lesser amount for the Contract Price*
 - o *Town requested breakdown of % change of Contract amounts*
 - *Provided in Board Report*

User Cost Estimates

- *Estimated Costs are based on 1.25 units*
- *New Bond Resolution*
 - o *Including B&L Amendment, Contract 1D, Contingency (~10%)*

NYS DEC WQIP Grant Information

- *Plan to meet with DEC, EFC to discuss additional grant*
- *WQIP*
 - o *Potential additional \$9 million in additional grant*
- *Direct Congressional Grants?*

Tentative Schedule

- *Updated Timeline based on discussions with B&L, Keegan, Bill Jackson*
 - o *Set Public Hearing – Bond Resolution Increase – 3/2*
 - o *Public Hearing, Pass Updated Bond Resolution, Resolution to Award Contracts – 3/16*
 - o *Notice of Award to Contractors – 3/17*

Open Discussion – Additional Comments

- *Board Report for 3/2 Meeting – Sent to all board members*

(Next meeting – March 8, 2022 at 10:30 am)



Town of Chenango
Wastewater Treatment and Conveyance Improvements Project
Monthly Project Design Meeting Notes
April 12, 2022 at 10:30 AM (via ZOOM)

Meeting notes shown in blue.

Funding Approach

- Resubmit WQIP work plan to DEC to reallocate current \$1M grant award to collection system and allow for new Northgate WWTP WQIP application to be submitted
- Revise preliminary engineering report and bond resolution for \$40M cost to maximize WQIP funding request
 - o New WQIP funding request for additional \$9 million
- Bond resolution coordination with Bill Jackson
 - o *Keegan to follow up with Bill about any additional needs and status of new bond resolutions*
- Anticipated WQIP application deadline – June 2022

B&L Amendment

- Revised for current project approach
 - o Preliminary Engineering Report amendment
 - o Additional funding services (WQIP)
 - o Rebid services
 - o Construction services starting in 2023
 - o Previously completed additional design
 - o *To be discussed further at 5/4 Board Meeting*
 - *Board is awaiting report from Keegan, Alex Urda*

Compost Facility

- *B&L potentially complete via amendment to current contract*
 - o *B&L to prepare proposal and get to Town within the week*
- *Compost Permit Expires – 01/21/2023*
 - o *Application renewal due July 25, 2022*
 - *Potentially ask for an extension for application deadline*
- *Updated Engineering Report Required*
 - o *DEC now requires facility manual, engineering report per updated state regulations*

Gorman Rupp Factory Tour

- *Oct. 3rd and 4th*
- *Greg to follow-up with Water/Sewer board liaison*
 - o *Alex Urda is also interested in going along*

Open Discussion – Additional Comments

- *Rep. Claudia Tenney – FY2023 Appropriations*
 - o *Taylor, Jo Anne, Greg meet with her office to introduce project*
 - o *Application due on 4/15*

(Next meeting – May 10, 2022 at 10:30 am via Zoom)

**Town of Chenango
Wastewater Treatment and Conveyance Improvements Project**

**30% Design Meeting
Town of Chenango Offices
June 23, 2020 @ 10AM**

Meeting Notes

Attendees

Jo Anne Klenovic
Don Benjamin
Bruce Canon
Alex Urda
Taylor Bottar
Alex Hess
Madalyn Benson
Eric Pond (via Zoom)

SPDES Permit Modifications

- Northgate WWTP phosphorus limit to be reduced effective January 1, 2025
- Updated phosphorus and nitrogen limits including Pennview and Chenango Heights received from NYSDEC via email confirmation
- B&L submitted to DEC “Form NY-2A for New Permits & Permit Modifications” in early 2020.
- DEC recently indicated a new Form 2A application has been published. B&L looking into new requirements of Form 2A and will discuss with DEC.
- B&L to coordinate a meeting with DEC and Town to discuss 30% Design and mixing zone information

Northgate Treatment Technology

- NSYERDA Flex Tech Study evaluated the following technologies:
 - AquaNereda Aerobic Granular Sludge
 - Initially determined not to be feasible
 - Kubota Flow Thru MBR
 - Aqua Aerobics Batch MBR
 - Results of Flex Study: Batch MBR recommended
 - Lower energy consumption
 - Lower O&M over 20 years
 - Greater flexibility to adjust for treatment variables
 - Equipment layout fits well within existing site and tankage
- Town to review treatment technologies and provide feedback to B&L

- B&L to coordinate conference calls with Town and existing Aqua Aerobics Batch MBR operators.

Headworks Building

- DEC requires new structures to be built at least 3' above flood plain (per TR-16 guidance). 2011 flood inundation level governs over FEMA 100 and 500 year flood plains. Will require first floor to be elevated ~6' above grade or headworks equipment on second floor.
- Grit removal and screen equipment to be determined, building layout pending final equipment chosen
 - Huber, Enviro-Care, and Lakeside equipment packages were reviewed.
- Town to review equipment options and discuss further with B&L.

Control Building

- Intent is to maximize existing space
- Gravity belt thickener to be removed, existing room to be used for bioreactor blowers
- MBR basin blowers to replace existing Aerzen blowers. Existing Aerzen blowers are undersized for Batch MBR system and cannot be easily repurposed.
- Existing sludge holding tank blower room to be converted to an admin office

Permeate Pump Building (Existing Headworks)

- Demo second floor
- Permeate pumps to be located in the first floor of existing building

UV Disinfection

- Current CASS basin #3 chlorine contact channel to be repurposed for UV disinfection channel.

Solids Handling

- Aerobic digester volume to increase.
- Town indicated previous negative experience with decanting digester supernatant and negative impacts to treatment system. B&L will look to size digester volume with no decanting.
- Tank construction options were reviewed – Aquastore, DN Tanks, Dutchland, and cast-in-place. Dutchland was the preferred option.
- Anticipate existing belt press to remain.
- No improvements currently scheduled for composting facility.

Collection System – Pump Stations

- Gorman Rupp and Smith & Loveless pump options were reviewed. Town preference is for Gorman Rupp.
- Town to research existing easement information for pump station sites.
- B&L to continue with design details to determine if additional easements are needed.

Pennview/Chenango Heights Force Main Alignments

- Town to approach Glen View Apartments owner to work on permanent easement of driveway for Pennview FM alignment
- Town to provide comments on alignment of proposed force main

Project Cost Estimate

- Current design estimate was reviewed. Anticipate some of the project contingency to shift to construction budget during the design phase. Overall project is trending within budget.

Schedule

- Equipment selections to be finalized by August 1st
- 60% design to be completed Fall 2020

MacLeod, Amy

From: Wyatt, Julie A.
Sent: Wednesday, June 1, 2022 11:35 AM
To: Klenovic, Jo Anne
Cc: townclerk; TOC Deputy Town Clerk; MacLeod, Amy; Keegan J. Coughlin (KCoughlin@cglawoffices.com); Endress, John; Burden, Greg
Subject: June 8th TBM EDU and Benefit Assessment
Attachments: Alex Urda EDU overview.pdf; RE: Special District 12; RE: Chenango Town - Sewer 12 Benefit Assessment; RE: Chenango Town - Sewer 12 Benefit Assessment; B&L Benefit Analysis.pdf

Jo Anne,

Good morning!

Per our discussion, the attached scans and emails are for the Board's review prior to the June 8th TBM.

In a nutshell, the Board has two issues to address:

1. Leave the current EDU methodology in place or adopt a more streamlined one. This decision is timely as it will impact the tax burden assigned from the WWTP project. John Endress would need to make any adjustments approved by the TB, therefore, the timing of this decision is important to allow John enough time prior to the tax extensions being sent to Broome County this fall.
2. Address the benefit assessment for Sewer 12 related to the WWTP project. The original approach outlined in B&L's study for the WWTP Project called for Sewer 12 to pay for their portion of the debt incurred in addition to a pro rata portion of the consolidated debt. B&L's debt payment analysis from earlier this year is attached.

Attached are the following:

1. Alex's summary of the Town's current EDU methodology
2. Jeff Smith's thoughts on approaching an EDU methodology
3. More information from Jeff Smith regarding EDU methodologies, including a sample table
4. Jeff Smith's thoughts on approaching benefit assessment, including an example
5. B&L's Cost Estimate analysis presented to the TB in February 2022

Jeff Smith indicated that he could be available by phone for the June 8th discussion if the Board would like him to participate.

Please let me know if you need anything more.

Thank you!

Julie Wyatt
Town of Chenango Bookkeeper
607-648-4809 X6

2/16/2022 WORK SESSION



106 Main Street
Suite #4
Windsor, NY 13865
607.760.6545
alex@urdaengineering.com

Department Head
Engineering



From: Alex Urda, P.E. – Engineer for the Town

1. Sewer Improvement Project – SD12 (Chenango Heights) Annual Capital Debt Projections
We have been working with the project team on projecting draft annual capital debt scenarios for the board to review in consideration of consolidation of SD12 into the existing consolidated district.

B&L has provided two scenarios for SD12 debt consideration

Annual Debt if Consolidated estimated at: \$299.61/unit

Annual Debt if Not Consolidated estimated at: \$864.04/unit

Reminder: these values are estimated and not final. They will change depending on ultimate project costs and pending the ultimate number of EDUs.

John Endress helped provide a spreadsheet of the existing SD12 assessed parcels which we reviewed versus the District Boundary as adopted.

Note: Five parcels currently within the district appear to not be in this assessment roll from John Endress. and are noted at the bottom of the attached spreadsheet. I believe they were not required to be 'paying' as one was vacant, and the other 4 have existing septic systems. The board will have to decide again if the 4 septic system units are required be part of paying/assessed parcels, as well as how to treat the one vacant parcel.

Unit Clarification

Currently SD12 is assessed on a unit basis of 1 Unit per parcel as per the legal formation of the district several years ago.

The consolidated district is assessed at a unit as defined by Section 56-5 K (below).

Residential: 1 unit/80-foot frontage or less plus 0.0125 unit/foot in excess of 80 feet.

Corner lots shall be computed on the shorter frontage of the two streets involved plus any long side frontage over 200 feet. Not to exceed 1.25 units

Residential Vacant: Same as residential (one-family). The debt assessment for a vacant parcel would change in the event of the parcel being occupied by any use other than a residential (one-family).

In the Board's review of the potential to consolidate, this difference in units has to be considered. We updated the spreadsheet to assist and added the following:

- a. Input any missing lot 'front' values (several were noted as zero).
- b. Evaluated corner lots per the unit definition (which varies from how John's assessment data is pulled from GIS).
- c. Added the 5 parcels that are in the SD12, but were not in John's list.
- d. Provided debt assessment projections for two scenarios
 - i. SD12 stays separate
 - ii. SD12 joins consolidated district

Again, these values are still evolving and subject to revision, but should give a fair approximation of the project debts for comparison in consideration of district consolidation.

Should consolidation take place consider:

1. Does the SD12 parcel grouping remain at 1 unit/parcel, or adopt the Section 56-5 K unit calculation? My recommendation would be to make everything uniform at the 56-5 K format.
2. If the 56-5 K unit format is adopted for SD12, the current vacant lot in SD12 will now have a debt assessment.
3. What to do with the 4 parcels with septic systems not currently debt assessed.
 - a. Is it stipulated that they are 'ok as-is' until such point that their systems fail and then they have to tie in?
 - b. Will they be required to tie in and be debt assed upon consolidation?

Lastly, District Mapping. I have Ed Gent's cad file of the Sewer District Map and am updating it with SD12 on it. I will provide that mapping to assist with the ongoing district work/filing. Note that this map is a generalization of the districts over a tax map basis and not a 'legal boundary' format.

2. Other?

Sewer District 12 (Chenango Heights) Preliminary Debt Assessment Review
 A. Urda 2/11/2022

Note this is for information purposes and not the final debt assessment.

print_key	prop_class	front (assessor database)	LL unit at review	Raw Units	Unit adjusted to system	plus main	Annual	Annual Cost	acres	parcel_location_address	specdist_code	Owner
							Cost w/ SD12 solo	SD12 Consolidated @				
096.09-1-32	210	100.51	100.51	1.256375	1.25	\$1,080.05	\$299.61	374.51	0.54	21 Verneth Dr	SD251	Gumbach, Michael
096.09-1-33	210	100	100	1.25	1.25	\$1,080.05	\$	374.51	0	19 Verneth Dr	SD251	Snow, Alan G.
096.09-1-38	210	0	78.44	1	1	\$864.04	\$	299.61	0.64	8 Green Meadow Ln	SD251	Schotts, Mark E.
096.09-1-41	210	90	90	1.125	1.125	\$972.05	\$	337.06	0	14 Green Meadow Ln	SD251	Bruet, Daniel M.
096.09-1-44	210	90	90	1.125	1.125	\$972.05	\$	337.06	0	20 Green Meadow Ln	SD251	Mowry, Timothy
096.09-1-45	210	90	90	1.125	1.125	\$972.05	\$	337.06	0	22 Green Meadow Ln	SD251	Ciccarino-Kelly, Lisa S.
096.09-1-46	210	90.41	90.41	1.130125	1.130125	\$976.47	\$	338.60	0.31	24 Green Meadow Ln	SD251	Kunniga, Michael A.
096.09-1-47	210	96.67	96.67	1.208375	1.208375	\$1,044.08	\$	362.04	0.35	26 Green Meadow Ln	SD251	O'Day, Michael J.
096.09-1-48	210	114.32	114.32	1.429	1.25	\$1,080.05	\$	374.51	0.47	28 Green Meadow Ln	SD251	Wilson, Samuel R.
096.09-1-49	210	91.22	42	1	1	\$864.04	\$	299.61	0.68	30 Green Meadow Ln	SD251	Caciali, Richard G.
096.09-1-50	210	114.15	114.15	1.426875	1.25	\$1,080.05	\$	374.51	0.54	2 Country Knoll Dr	SD251	Hodder, Sarah Ann
096.09-1-51	210	102.33	102.33	1.279125	1.25	\$1,080.05	\$	374.51	0.42	4 Country Knoll Dr	SD251	Watson, Garrett
096.09-1-52	210	85.75	85.75	1.071875	1.071875	\$926.14	\$	321.14	0.37	6 Country Knoll Dr	SD251	Oppong-Darko, Gideon
096.09-1-53	210	85	85	1.0625	1.0625	\$918.04	\$	318.34	0.36	8 Country Knoll Dr	SD251	Rosenthal, Michael B.
096.09-1-54	210	0	85	1.0625	1.0625	\$918.04	\$	318.34	0.36	10 Country Knoll Dr	SD251	Giovenco, Michael A.
096.09-1-55	210	85	85	1.0625	1.0625	\$918.04	\$	318.34	0.36	12 Country Knoll Dr	SD251	Walker, Steven M.
096.09-1-56	210	85	85	1.0625	1.0625	\$918.04	\$	318.34	0.36	14 Country Knoll Dr	SD251	Novitsky, Thomas W.
096.09-1-57	210	85	85	1.0625	1.0625	\$918.04	\$	318.34	0.36	16 Country Knoll Dr	SD251	Powers, Donn J.
096.09-1-58	210	84.98	84.98	1.06225	1.06225	\$917.83	\$	318.26	0.36	18 Country Knoll Dr	SD251	Lapham, Gregory L.
096.09-1-59	210	76.23	76.23	1	1	\$864.04	\$	299.61	0.65	20 Country Knoll Dr	SD251	Kelley, Frank E.
096.09-1-61	210	0	76.2	1	1	\$864.04	\$	299.61	1.27	24 Country Knoll Dr	SD251	Warren, Joseph
096.09-1-62	210	83	83	1.0375	1.0375	\$896.44	\$	310.85	1	26 Country Knoll Dr	SD251	Mirabito, Matthew J.
096.09-1-63	210	83	83	1.0375	1.0375	\$896.44	\$	310.85	0.63	28 Country Knoll Dr	SD251	Dobish, James W.
096.09-1-64	210	83	83	1.0375	1.0375	\$896.44	\$	310.85	0.63	30 Country Knoll Dr	SD251	Thrall, Douglas M.
096.09-1-65	210	83	83	1.0375	1.0375	\$896.44	\$	310.85	0.63	32 Country Knoll Dr	SD251	Murphy, Dave
096.09-1-66	210	83	83	1.0375	1.0375	\$896.44	\$	310.85	0.63	34 Country Knoll Dr	SD251	Crawford, Jon
096.09-1-67	210	83	83	1.0375	1.0375	\$896.44	\$	310.85	0.63	36 Country Knoll Dr	SD251	Bunker, Amy L.
096.09-2-1	210	252.69	252.69	3.158625	1.25	\$1,080.05	\$	374.51	0.4	25 Country Knoll Dr	SD251	Koh, Wujin
096.09-2-2	210	180	180	2.25	1.25	\$1,080.05	\$	374.51	0.66	17 Country Knoll Dr	SD251	Gazdik, Gary S.
096.09-2-3	210	113.95	113.95	1.424375	1.25	\$1,080.05	\$	374.51	0.38	57 Clearview Pl	SD251	Farrrell, Sean Robert
096.09-2-4	210	89.54	89.54	1.11925	1.11925	\$967.08	\$	335.34	0.38	55 Clearview Pl	SD251	Sanaeko, Russell T.
096.09-2-5	210	86.58	86.58	1.08225	1.08225	\$935.11	\$	324.25	0.36	53 Clearview Pl	SD251	Scheve, Joseph F.
096.09-2-6	210	83.8	83.8	1.0475	1.0475	\$905.08	\$	313.84	0.34	51 Clearview Pl	SD251	Giglio, Patricia D.

096.09-2-7	210	83.55	83.55	1.044375	1.044375	\$	902.38	\$	312.91	0.34 49 Clearview Pl	SD251	Purce, Charles K.
096.09-2-8	210	83.55	83.55	1.044375	1.044375	\$	902.38	\$	312.91	0.33 47 Clearview Pl	SD251	Hoeftlein, Christopher
096.09-2-9	210	83.55	83.55	1.044375	1.044375	\$	902.38	\$	312.91	0.33 45 Clearview Pl	SD251	Thompson, Daniel J.
096.09-2-10	210	83	83	1.0375	1.0375	\$	896.44	\$	310.85	0.34 35 Country Knoll Dr	SD251	Shannon, Patrick
096.09-2-11	210	83	83	1.0375	1.0375	\$	896.44	\$	310.85	0.34 33 Country Knoll Dr	SD251	Hogan, Cornac
096.09-2-12	210	83	83	1.0375	1.0375	\$	896.44	\$	310.85	0.35 31 Country Knoll Dr	SD251	Lawton, Rahn
096.09-2-13	210	83	83	1.0375	1.0375	\$	896.44	\$	310.85	0.36 29 Country Knoll Dr	SD251	Ewald, Brandon D.
096.09-2-14	210	83	83	1.0375	1.0375	\$	896.44	\$	310.85	0.38 27 Country Knoll Dr	SD251	Pierce, Jan M.
096.09-2-15	210	109.78	109.78	1.37225	1.25	\$	1,080.05	\$	374.51	0.33 58 Clearview Pl	SD251	Spencer, Kathleen A.
096.09-2-16	210	119.74	119.74	1.49675	1.25	\$	1,080.05	\$	374.51	0.36 5 Country Knoll Dr	SD251	Vasina, John T.
096.09-2-17	210	102.02	127.52	1.594	1.25	\$	1,080.05	\$	374.51	0.52 32 Green Meadow Ln	SD251	Young, Jeffrey R.
096.09-2-18	210	90	90	1.125	1.125	\$	972.05	\$	337.06	0.46 34 Green Meadow Ln	SD251	Coury, Christopher D.
096.09-2-19	210	90	90	1.125	1.125	\$	972.05	\$	337.06	0.48 36 Green Meadow Ln	SD251	Greene, Matthew N.
096.09-2-20	210	103.6	103.6	1.295	1.25	\$	1,080.05	\$	374.51	0.38 38 Green Meadow Ln	SD251	Staub, Corey
096.09-2-21	210	102.65	102.65	1.283125	1.25	\$	1,080.05	\$	374.51	0.37 40 Green Meadow Ln	SD251	Giblin, Patrick J.
096.09-2-22	210	83.55	83.55	1.044375	1.044375	\$	902.38	\$	312.91	0.31 44 Clearview Pl	SD251	Haley, James F. Jr
096.09-2-23	210	83.55	83.55	1.044375	1.044375	\$	902.38	\$	312.91	0.31 48 Clearview Pl	SD251	Miller, Edward Charles III
096.09-2-24	210	83.55	83.55	1.044375	1.044375	\$	902.38	\$	312.91	0.32 50 Clearview Pl	SD251	Vanvalkenburgh, James R.
096.09-2-25	210	83.94	83.94	1.04925	1.04925	\$	906.59	\$	314.37	0.35 52 Clearview Pl	SD251	Wilson, Joan G.
096.09-2-26	210	85.79	85.79	1.072375	1.072375	\$	926.57	\$	321.29	0.37 54 Clearview Pl	SD251	Pontzer, Melissa A.
096.09-2-27	210	87.01	87.01	1.087625	1.087625	\$	939.75	\$	325.86	0.38 56 Clearview Pl	SD251	Ziegenfuss, John W.
096.09-2-29	210	120	120	1.5	1.25	\$	1,080.05	\$	374.51	0.45 21 Green Meadow Ln	SD251	Ellis, Dana A.
096.09-2-30	210	100	100	1.25	1.25	\$	1,080.05	\$	374.51	0.34 23 Teeburn Blvd	SD251	Burke, Harold M.
096.09-2-41	210	100	100	1.25	1.25	\$	1,080.05	\$	374.51	0.34 22 Teeburn Blvd	SD251	Boeker, Matthias
096.09-2-42	210	100	100	1.25	1.25	\$	1,080.05	\$	374.51	0.39 23 Paul Dr	SD251	Patik, Francis G.
096.09-2-43	210	85	85	1.0625	1.0625	\$	918.04	\$	318.34	0.31 21 Paul Dr	SD251	Blackman, Kyle A.
096.09-2-44	210	85	85	1.0625	1.0625	\$	918.04	\$	318.34	0.31 13 Paul Dr	SD251	Grosprin, Andrew L.
096.09-2-45	210	85	85	1.0625	1.0625	\$	918.04	\$	318.34	0.31 9 Paul Dr	SD251	Tye, Kevin M.
096.09-2-46	210	85	85	1.0625	1.0625	\$	918.04	\$	318.34	0.31 5 Paul Dr	SD251	Tye, Karen M.
096.09-2-53	210	102.65	102.65	1.283125	1.25	\$	1,080.05	\$	374.51	0.64 39 Green Meadow Ln	SD251	Ye, Ling
096.09-2-54	210	102.65	102.65	1.283125	1.25	\$	1,080.05	\$	374.51	0.63 37 Green Meadow Ln	SD251	Novitsky, Christopher J.
096.09-2-55	210	104.2	104.2	1.3025	1.25	\$	1,080.05	\$	374.51	0.63 35 Green Meadow Ln	SD251	Mentchell, Fred A.
096.09-2-56	210	140.46	140.46	1.75575	1.25	\$	1,080.05	\$	374.51	0.54 33 Green Meadow Ln	SD251	Smith, Rodney L.
096.09-2-57	210	140	140	1.75	1.25	\$	1,080.05	\$	374.51	0.48 31 Green Meadow Ln	SD251	Blankenbaker, Scott
096.09-2-58	210	140	140	1.75	1.25	\$	1,080.05	\$	374.51	0.43 29 Green Meadow Ln	SD251	Johnson, Mark D.
096.10-1-4	210	100	100	1.25	1.25	\$	1,080.05	\$	374.51	0.34 20 Paul Dr	SD251	Blackman, Terry J.
096.10-1-5	210	85	85	1.0625	1.0625	\$	918.04	\$	318.34	0.59 18 Paul Dr	SD251	Ginty, Maxwell W.
096.10-1-6	210	85	85	1.0625	1.0625	\$	918.04	\$	318.34	0.54 16 Paul Dr	SD251	McPeck, Michael A.
096.10-1-7	210	85	85	1.0625	1.0625	\$	918.04	\$	318.34	0.47 10 Paul Dr	SD251	Cadden, S Michael
096.10-1-8	210	85	85	1.0625	1.0625	\$	918.04	\$	318.34	0.38 6 Paul Dr	SD251	Weyer, Christopher
096.13-1-1	210	83	83	1.0375	1.0375	\$	896.44	\$	310.85	0.63 38 Country Knoll Dr	SD251	Bernardini, Paul
096.13-1-2	210	0	83	1.0375	1.0375	\$	896.44	\$	310.85	0.63 40 Country Knoll Dr	SD251	Mitsha, Richard J.
096.13-1-3	210	83	83	1.0375	1.0375	\$	896.44	\$	310.85	0.71 42 Country Knoll Dr	SD251	Butkiewicz, Henry

096.13-1-4	210	101.04	101.04	1.263	1.25	\$ 1,080.05	\$	374.51	0.75	44	Country Knoll Dr	SD251	Pero, Bruce A.
096.13-1-5	210	101.04	101.04	1.263	1.25	\$ 1,080.05	\$	374.51	0.72	46	Country Knoll Dr	SD251	Spencer, Christopher
096.13-1-6	210	110	110	1.375	1.25	\$ 1,080.05	\$	374.51	0.76	50	Country Knoll Dr	SD251	Thomas, William M.
096.13-1-7	210	110	110	1.375	1.25	\$ 1,080.05	\$	374.51	0.73	52	Country Knoll Dr	SD251	Duprock, Kenneth A.
096.13-1-8	210	110	110	1.375	1.25	\$ 1,080.05	\$	374.51	0.71	54	Country Knoll Dr	SD251	Howe, Robert E.
096.13-1-9	210	110	110	1.375	1.25	\$ 1,080.05	\$	374.51	0.68	56	Country Knoll Dr	SD251	Ashman, Damon S.
096.13-1-10	210	110	110	1.375	1.25	\$ 1,080.05	\$	374.51	0.66	58	Country Knoll Dr	SD251	Regalis, Robert A.
096.13-1-11	210	0	106.1	1.32625	1.25	\$ 1,080.05	\$	374.51	1.03	60	Country Knoll Dr	SD251	Luybli, Richard D.
096.13-1-12	210	70	70	1	1	\$ 864.04	\$	299.61	0.79	62	Country Knoll Dr	SD251	Pfeifer, Walter M.
096.13-1-13	210	70	70	1	1	\$ 864.04	\$	299.61	0.82	61	Country Knoll Dr	SD251	Kwartler, Michael
096.13-1-14	210	102.9	102.9	1.28625	1.25	\$ 1,080.05	\$	374.51	0.49	59	Country Knoll Dr	SD251	Mckillop, Corey J.
096.13-1-15	210	0	100	1.25	1.25	\$ 1,080.05	\$	374.51	0.43	57	Country Knoll Dr	SD251	Morgan, Trevor J.
096.13-1-16	210	100	100	1.25	1.25	\$ 1,080.05	\$	374.51	0.42	55	Country Knoll Dr	SD251	Eidel, John C.
096.13-1-17	210	100	100	1.25	1.25	\$ 1,080.05	\$	374.51	0.42	2	Country Knoll Dr	SD251	Kachmarik, Richard S.
096.13-1-18	210	100	100	1.25	1.25	\$ 1,080.05	\$	374.51	0.41	51	Country Knoll Dr	SD251	Thomas, Bennett D
096.13-1-19	210	100.01	100.01	1.250125	1.25	\$ 1,080.05	\$	374.51	0.42	35	Country Knoll Dr	SD251	Patch, Joel N.
096.13-1-20	210	100.21	100.21	1.252625	1.25	\$ 1,080.05	\$	374.51	0.42	35	Clearview Pl	SD251	Gorman, Richard J.
096.13-1-21	210	0	105.4	1.3175	1.25	\$ 1,080.05	\$	374.51	0.51	33	Clearview Pl	SD251	Bongiorno, Jay
096.13-1-22	210	112.79	112.79	1.409875	1.25	\$ 1,080.05	\$	374.51	0.5	1	Chris Ct	SD251	Borgesen, Peter
096.13-1-24	210	205.22	205.22	2.56525	1.25	\$ 1,080.05	\$	374.51	0.43	11	Chris Ct	SD251	Timms, Robert W.
096.13-1-25	210	103.34	103.34	1.29175	1.25	\$ 1,080.05	\$	374.51	0.53	8	Chris Ct	SD251	Krizen, Bruce
096.13-1-26	210	60	60	1	1	\$ 864.04	\$	299.61	0.88	19	Chris Ct	SD251	Foster, Ryan E.
096.13-1-27	210	60	60	1	1	\$ 864.04	\$	299.61	0.64	12	Chris Ct	SD251	Wiley, John R.
096.13-1-28	210	133.65	133.65	1.670625	1.25	\$ 1,080.05	\$	374.51	0.5	7	Chris Ct	SD251	Kalivodar, James P.
096.13-1-29	210	120	120	1.5	1.25	\$ 1,080.05	\$	374.51	0.51	2	Chris Ct	SD251	Maietta, Mark J.
096.13-1-30	210	109.54	109.54	1.36925	1.25	\$ 1,080.05	\$	374.51	0.49	31	Clearview Pl	SD251	Hopkins, Robert W.
096.13-1-31	210	110	110	1.375	1.25	\$ 1,080.05	\$	374.51	0.36	29	Clearview Pl	SD251	Brundage, Steven R.
096.13-1-32	210	100	100	1.25	1.25	\$ 1,080.05	\$	374.51	0.35	27	Clearview Pl	SD251	Cheeseman Trust, Mark J.
096.13-1-33	210	100	100	1.25	1.25	\$ 1,080.05	\$	374.51	0.34	25	Clearview Pl	SD251	Locke, Brian J.
096.13-1-34	210	100	100	1.25	1.25	\$ 1,080.05	\$	374.51	0.34	23	Clearview Pl	SD251	Saluto, John L.
096.13-1-35	210	115	115	1.4375	1.25	\$ 1,080.05	\$	374.51	0.46	21	Clearview Pl	SD251	Patko, George M. III
096.13-1-36	210	95.32	95.32	1.1915	1.1915	\$ 1,029.50	\$	356.99	0.48	1	Donna Ct	SD251	Kubisa, Donald C.
096.13-1-37	210	74.65	74.65	1	1	\$ 864.04	\$	299.61	0.91	5	Donna Ct	SD251	Kaminsky, Nikki
096.13-1-38	210	80	80	1	1	\$ 864.04	\$	299.61	0.72	6	Donna Ct	SD251	Sopchak, Matthew
096.13-1-39	210	147.67	147.67	1.845875	1.25	\$ 1,080.05	\$	374.51	0.64	4	Donna Ct	SD251	Walsh, Sean D.
096.13-1-40	210	120	120	1.5	1.25	\$ 1,080.05	\$	374.51	0.49	2	Donna Ct	SD251	Rossi, John N.
096.13-1-41	210	200	200	2.5	1.25	\$ 1,080.05	\$	374.51	1.1	19	Clearview Pl	SD251	Fuentes, Matthew
096.13-2-1	210	83	83	1.0375	1.0375	\$ 896.44	\$	310.85	0.33	37	Country Knoll Dr	SD251	Stark, Ryan
096.13-2-2	210	83.55	83.55	1.044375	1.044375	\$ 902.38	\$	312.91	0.32	43	Clearview Pl	SD251	Gaydorus, Stephen
096.13-2-3	210	83.55	83.55	1.044375	1.044375	\$ 902.38	\$	312.91	0.32	41	Clearview Pl	SD251	Howell, John K.
096.13-2-4	210	100	100	1.25	1.25	\$ 1,080.05	\$	374.51	0.37	39	Clearview Pl	SD251	Carlson, James J.
096.13-2-5	210	99.58	99.58	1.24475	1.24475	\$ 1,075.51	\$	372.94	0.37	37	Clearview Pl	SD251	Shaller, Jessica M.
096.13-2-6	210	100.54	100.54	1.25675	1.25	\$ 1,080.05	\$	374.51	0.4	45	Country Knoll Dr	SD251	Mullins, Matthew J.

096.13-2-7	210	100	100	1.25	1.25	\$1,080.05	\$	374.51	0.39	43	Country Knoll Dr	SD251	Scotfield, Jonathan M.
096.13-2-8	210	83	83	1.0375	1.0375	\$896.44	\$	310.85	0.32	41	Country Knoll Dr	SD251	Ippoflito, Edward
096.13-2-9	210	0	83	1.0375	1.0375	\$896.44	\$	310.85	0.32	39	Country Knoll Dr	SD251	Dutcher, Larry
096.13-2-10	210	83.55	83.55	1.044375	1.044375	\$902.38	\$	312.91	0.29	42	Clearview Pl	SD251	Hamel, John
096.13-2-11	210	102.65	102.65	1.283125	1.25	\$1,080.05	\$	374.51	0.36	42	Green Meadow Ln	SD251	Scalas, Gary
096.13-2-12	210	102.65	102.65	1.283125	1.25	\$1,080.05	\$	374.51	0.35	44	Green Meadow Ln	SD251	Perhach, John P.
096.13-2-13	210	80	80	1	1	\$864.04	\$	299.61	0.28	46	Green Meadow Ln	SD251	Fintwell, Brian S
096.13-2-14	210	80	80	1	1	\$864.04	\$	299.61	0.28	48	Green Meadow Ln	SD251	Spencer, Frederick A. Jr
096.13-2-15	210	87.39	87.39	1.092375	1.092375	\$943.86	\$	327.29	0.6	50	Green Meadow Ln	SD251	Wiser, Thomas D.
096.13-2-16	210	63.91	63.91	1	1	\$864.04	\$	299.61	0.58	47	Green Meadow Ln	SD251	Oburchay, Thomas J.
096.13-2-17	210	115.12	115.12	1.439	1.25	\$1,080.05	\$	374.51	0.49	45	Green Meadow Ln	SD251	Vail, Daniel T.
096.13-2-18	210	80.16	80.16	1.002	1.002	\$865.77	\$	300.21	0.57	43	Green Meadow Ln	SD251	Lally, Thomas P.
096.13-2-19	210	102.65	102.65	1.283125	1.25	\$1,080.05	\$	374.51	0.64	41	Green Meadow Ln	SD251	Sopchak, Matthew
096.13-2-22	210	175	175	2.1875	1.25	\$1,080.05	\$	374.51	0.42	16	Clearview Pl	SD251	Kanick, Thomas M.
096.13-2-23	210	110	110	1.375	1.25	\$1,080.05	\$	374.51	0.43	18	Clearview Pl	SD251	Evans, Philip H.
096.13-2-24	210	115	115	1.4375	1.25	\$1,080.05	\$	374.51	0.45	20	Clearview Pl	SD251	Pavlovich, E. Shelia
096.13-2-25	210	110	110	1.375	1.25	\$1,080.05	\$	374.51	0.43	22	Clearview Pl	SD251	Kurtz, William F.
096.13-2-26	210	110	110	1.375	1.25	\$1,080.05	\$	374.51	0.39	26	Clearview Pl	SD251	Gildea, Kevin
096.13-2-27	210	120	120	1.5	1.25	\$1,080.05	\$	374.51	0.42	28	Clearview Pl	SD251	Hayes, Kim A.
096.13-2-28.1	210	116	116	1.45	1.25	\$1,080.05	\$	374.51	0.41	30	Clearview Pl	SD251	Peltz, Brent A.
096.13-2-29	210	120	120	1.5	1.25	\$1,080.05	\$	374.51	0.31	32	Clearview Pl	SD251	Dixon, Dwayne B.
096.13-2-30	210	122.15	122.15	1.526875	1.25	\$1,080.05	\$	374.51	0.29	34	Clearview Pl	SD251	Tio, Herman
096.13-2-31	210	80	80	1	1	\$864.04	\$	299.61	0.27	36	Clearview Pl	SD251	Milner, Todd R.
096.13-2-32	210	80	80	1	1	\$864.04	\$	299.61	0.27	38	Clearview Pl	SD251	Berkeley, Aaron S.
096.13-2-33	210	80	80	1	1	\$864.04	\$	299.61	0.28	40	Clearview Pl	SD251	Jenk, Kelsey P.
096.13-2-34	210	83.55	83.55	1.044375	1.044375	\$902.38	\$	312.91					

Parcels Not in Assessor's data above but in District

096.09-1-60			76.2	1	1	\$864.04	\$	299.61		22	Country Knoll Drive	Vacant	Frank Kelly
096.09-1-39			90			\$972.05	\$	337.06		10	Green Meadow Lane	Septic	Thornton & Jenks
096.09-1-40			90			\$972.05	\$	337.06		12	Green Meadow Lane	Septic	Sine
096.09-1-42			90			\$972.05	\$	337.06		16	Green Meadow Lane	Septic	Brooke Shapiro
096.09-1-43			90			\$972.05	\$	337.06		18	Green Meadow Lane	Septic	Hoel

MacLeod, Amy

From: Jeff R. Smith <jrsmith@municipalsolution.com>
Sent: Friday, February 11, 2022 12:38 PM
To: Wyatt, Julie A.; Urda Engineering (alex@urdaengineering.com);
tbottar@bartonandloguidice.com; 'Alexander T. Hess'; Klenović, Jo Anne
Cc: Keegan J. Coughlin (KCoughlin@cglawoffices.com); 'wjackson@hawkins.com';
dbenjamin2@stny.rr.com; Endress, John
Subject: RE: Special District 12

Julie,

Just to give you some background on the EDU methodology of assigning EDUs to a water or sewer system user:

Towns are authorized to establish the system for setting sewer rates, including all penalties and late charges, by local law. As part of the development of rates the Town Board must establish a billing formula that must be reasonable, nonarbitrary and result in sewer rates that are equitable to all users.

The adopted user charge system must fairly apportion both Operational charges and Capital recovery charges to users. There are many ways to accomplish this and all Boards have the flexibility to devise a system that works in their community.

Generally, the development of rates must take the following items into consideration:

- 1) Rates must be set at a level that covers the full cost of producing, treating, storing and distributing sewer services to customers. This includes debt service, financial reserves, operation, maintenance, and all regulatory compliance costs.
- 2) Rates must be fair and equitable. Fair means the rate is high enough to cover the full cost of the system. Equitable means that each class of customer is paying its fair share of the costs.
- 3) The rate structure should be easy to understand.
- 4) The rate structure should be easy to administer. If the rate structure is complex and difficult to administer, chances are it is going to be difficult for customers to understand and support.

In developing its rate structure I have a hunch the Town Board took all of the above into consideration and after deliberation, the Town Board selected its current rate structure, including the collection of the system's debt service using the equivalent dwelling (EDU) method of assessment, in an effort to develop a rate structure that is fair and equitable to all ratepayers and produces the revenue necessary to operate the system successfully.

An EDU or "Equivalent Dwelling Unit" is defined as one typical single-family residential household located in the Town's Sewer District. A typical residential usage rate is established by reviewing water billing records and a typical annual residential usage is established.

For example a community determines that a typical residential user consumes an average of 115 gallons of water per day or 41,400 gallons per year. This amount is hereby established as the average water consumption used by a typical residential family in the Town to be used in computing all non-residential unit EDU calculations for

water system users. The EDU assessment is the unit of measure by which the user is charged for sewer debt service costs incurred to make necessary capital improvements to the Town's sewer system.

The EDU, "Benefit Basis Method" of assessment to pay annual debt service costs associated with the sewer system is a widely accepted method of collecting debt service across New York State because of the following reasons:

- The cost of debt service needed to finance the project should be equitably shared by all the users in the system. All system users benefit from increased water pressures and flows, decreased water losses by correcting leaks and increased fire protection as a result of the water improvements financed with the debt incurred.
- The EDU method of assessment provides a fair, easily understood method to spread costs across all users of the system
- Using the EDU debt service assessment method, the more water a customer consumes – the more they will pay towards the system's debt incurred to make the improvements.
- The EDU method eliminates the situation where a single-family household pays the same debt as a very large user on the system. "Those who use the system pay according upon the benefit received, with all users paying based upon an average residential consumption threshold".

I hope this is not too much information but I did want to give some background on the EDU assessment methodology and why it is not unusual to allocate debt service costs using this method of assessment.

Jeffrey R. Smith, President
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www.municipalsolution.com

Finger Lakes Region Office
2528 State Route 21
Canandaigua, New York 14424
Phone: 585-394-4090 / Fax: 585-394-4092

From: Wyatt, Julie A. <bookkeeper@townofchenango.com>
Sent: Wednesday, February 9, 2022 2:47 PM
To: Urda Engineering (alex@urdaengineering.com) <alex@urdaengineering.com>; tbottar@bartonandloguidice.com; 'Alexander T. Hess' <ahess@bartonandloguidice.com>; Klenovic, Jo Anne <supervisor@townofchenango.com>
Cc: Keegan J. Coughlin (KCoughlin@cglawoffices.com) <KCoughlin@cglawoffices.com>; 'wjackson@hawkins.com' <wjackson@hawkins.com>; Jeff R. Smith <jrsmith@municipalsolution.com>; dbenjamin2@stny.rr.com; Wyatt, Julie A. <bookkeeper@townofchenango.com>; Endress, John <John.Endress@townofchenango.com>
Subject: FW: Special District 12

Good afternoon!

Per my request, John Endress, the Town's Assessor, compiled the attached information regarding Sewer 12 properties. As you can see from the attached, Alex Urda was correct in that all Sewer 12 properties were assigned 1.0 units when the neighborhood was created, regardless of the property frontage.

As Sewer District 12 has never been assessed any debt, this has never been an issue.

Alex (Urda), I believe that you committed to following up with this information and determining which properties need to be adjusted. If you could please compile that information prior to the TBWS next week that would be very helpful.

Please let me know if you need anything more from me.

Julie Wyatt
Town of Chenango Bookkeeper
607-648-4809 X6

MacLeod, Amy

From: Jeff R. Smith <jrsmith@municipalsolution.com>
Sent: Friday, May 6, 2022 4:46 PM
To: Wyatt, Julie A.; Maggie C. Augugliaro
Cc: Klenovic, Jo Anne; Keegan J. Coughlin (KCoughlin@cglawoffices.com); MacLeod, Amy; townclerk; Urda Engineering (alex@urdaengineering.com); Burden, Greg; Endress, John; Kaitlyn Stephany
Subject: RE: Chenango Town - Sewer 12 Benefit Assessment
Attachments: Sample EDU Assignments for Various Commerical Units.pdf

Hi Julie,

Briefly, benefit units for wastewater can be assessed based upon relative flow, strength of waste, a comparison of uses or some other means for correlating benefit or a combination of many factors. I am attaching a table that compares design flow between types of uses which could be used as the basis for assigning benefit.

I have used methods that distinguish benefit on a basis of use and assessment for the capital component and flow for operations in other communities.

As the benefit assignments proceed I can see the need for the Town to review assessment records, tax maps and add local knowledge and then correlate that body of information with assessed value to come up with the best fit number for each benefitted property.

The following table is an example of what some relative benefits could look like:

Use	Benefit assigned
Single family home	1
Apartment	0.5
Senior Apartment	0.3 per apartment
Vacant building lot	0.2
Industrial use	Assessed Value of industry divided by Assessment of ave single family home
Commercial use	Assessed Value of commercial property divided by Assessment of ave single family home
Motel/hotel/inn/B&B	0.3 per room

This is a brief introduction to a fairly fluid method of assigning benefits to various system users and there is not "right method" to assign benefits to users – each community has to decide what system is equitable, easily understood and administered and best fits their customer base.

More to come.

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Cell #: 716-560-0688
www.municipalsolution.com

Finger Lakes Region Office
2528 State Route 21
Canandaigua, New York 14424
Phone: 585-394-4090 / Fax: 585-394-4092

From: Wyatt, Julie A. <bookkeeper@townofchenango.com>
Sent: Wednesday, May 4, 2022 8:50 AM
To: Jeff R. Smith <jrsmith@municipalsolution.com>; Maggie C. Augugliaro <maugugliaro@municipalsolution.com>
Cc: Klenovic, Jo Anne <supervisor@townofchenango.com>; Keegan J. Coughlin (KCoughlin@cglawoffices.com) <KCoughlin@cglawoffices.com>; MacLeod, Amy <payroll@townofchenango.com>; townclerk <townclerk@townofchenango.com>; Urda Engineering (alex@urdaengineering.com) <alex@urdaengineering.com>; Burden, Greg <Greg.Burden@townofchenango.com>; Endress, John <John.Endress@townofchenango.com>
Subject: Sewer 12 Benefit Assessment

Jeff and Maggie,

Good morning!

Sometime in June the Town Board will be considering two discussion items related to Sewer and the WWTP project.

1. Changing the current EDU approach.
2. The benefit assessment for the debt related to the WWTP project, i.e. the assignment of debt to the Consolidated Sewer District and Sewer 12.

Jeff, earlier this year you provided a great summary of considerations for the Board regarding EDU's. Do you have something similar regarding a benefit assessment? As the total estimated cost of the project has jumped considerably in the last few months, the need for an equitable benefit assessment is even more critical. We would like to provide the Board with some thoughts now so they can gather some questions prior to this being discussed at a TBM.

If your schedule permits, we think you could add a great deal of value and experience to both discussions. Once the agenda assignment has been established we will reach out with the date.

Thank you so much!

Julie Wyatt
Town of Chenango Bookkeeper
607-648-4809 X6

Table 3. Expected Hydraulic Loading Rates

Type of Facility	Flow Rate Per Person (Gals./Day)	Flow Rate Per Unit (Gals./Day)
Airports		
Per Passenger	3	
Per Employee	15	
Apartments	75	
1 Bedroom		150
2 Bedroom		300
3 Bedroom		450
Bathhouse		
Per Swimmer	10	
Boarding House	75	
Bowling Alley		
Per Lane – No Food Service		75
Per Lane – with Food Service (Add Food Service Value)		
Campgrounds (Recreational Vehicle – Per Site)		
Sewered Sites		100
Central Facilities		
Served Sites, 300-foot Radius		100
Peripheral Sites, 500-foot Radius		75
Subtractions from above		
No Showers		25
Dual Service (Central Facilities and Sewered Facilities overlapping the Central)		25
Campgrounds (Summer Camp)		
Central Facilities	50	
Separate Facilities		
Toilet	10	
Shower	25	
Kitchen	10	
Campground Dumping Stations		
Per Unsewered Site		10
Per Sewered Site		5
Camps, Day	13	
Add for Lunch	3	
Add for Showers	5	
Carwash, Assuming No Recycle		
Tunnel Per Car		80
Rollover Per Car		40
Wandwash Per 5 Minutes Cycle		20
Churches		
Per Seat		3
With Catering (Add Food Service Value)		
Clubs		
Country		
Per Resident Member		75
Per Non-Resident Member		25
Racquet (Per Court Per Hour)		80

Table 3. Expected Hydraulic Loading Rates

Type of Facility	Flow Rate Per Person (Gals./Day)	Flow Rate Per Unit (Gals./Day)
Factories		
Per Person/Shift	25	
Add for Showers	10	
Food Service Operations (Per Seat)		
Ordinary Restaurant		35
24-Hour Restaurant		50
Restaurant Along Freeway		70
Tavern (Little Food Service)		20
Curb Service (Drive-In Per Car)		50
Catering or Banquet Facilities	20	
Hair Dresser		
Per Station		170
Hospitals		
Per Bed		175
Hotels		
Per Room		120
Add for Banquet Facilities, Theatre, Night Club, as applicable		
Homes		
1 Bedroom		150
2 Bedroom		300
3 Bedroom		400
4 Bedroom		475
5 Bedroom		550
Institutions (Other Than Hospitals)		
Per Person	125	
Laundromats		
Per Machine		580
Mobile Home Parks		
Less than 5 Units: Use Flow Rates for Homes		
5 to 20 Units: Use Prorated Scale		
20 or More units		
Per Trailer		200
Per Double Wide		300
Motels		
Per Living Unit		100
With Kitchen		150
Office Building		
Per Employee	15	
Per Square Foot		0.1
Dentist – Per Chair/Day		750
Parks (Per Picnicker)		
Restroom Only	5	
Showers and Restroom	10	

Table 3. Expected Hydraulic Loading Rates

Type of Facility	Flow Rate Per Person (Gals./Day)	Flow Rate Per Unit (Gals./Day)
Schools (Per Student)		
Boarding	75	
Day	10	
Cafeteria – Add	5	
Showers – Add	5	
Service Stations		
Per Toilet (Not Including Car Wash)		400
Shopping Centers		
Per Square Foot-Food Extra		0.1
Per Employee	15	
Per Toilet		400
Swimming Pools (Per Swimmer)	10	
Sports Stadium	5	
Theatre		
Drive-In (Per Space)		
Movie (Per Seat)		
Dinner Theatre, Individual (Per Seat)	20	
With Hotel	10	

Source:

Design Standards for Wastewater Treatment Works – Intermediate Sized Sewerage Facilities (New York State Department of Environmental Conservation, 1988), Table 3 – Expected Hydraulic Loading Rates

MacLeod, Amy

From: Jeff R. Smith <jrsmith@municipalsolution.com>
Sent: Monday, May 9, 2022 4:32 PM
To: Wyatt, Julie A.; Maggie C. Augugliaro
Cc: Klenovic, Jo Anne; Keegan J. Coughlin (KCoughlin@cglawoffices.com); MacLeod, Amy; townclerk; Urda Engineering (alex@urdaengineering.com); Burden, Greg; Endress, John; Kaitlyn Stephany
Subject: RE: Chenango Town - Sewer 12 Benefit Assessment
Attachments: DOCC Agreement 07-01-81_GowandaV.pdf

Julie,

One way to assign benefit to Sewer 12 is via the use of a basis of percentage of design capacity of the wastewater treatment plant and the sewage conveyance systems based on the percentage of each major component that will be constructed to serve the respective sewer service areas.

The engineers would review each major system component and assign a percentage of design capacity benefit to each area.

I have attached a sample design capacity model we used for a joint sewage treatment project in the Village of Gowanda with the NYS Department of Corrections when I was the Village Administrator there – it appeared to be a fair and equitable agreement and is still used to assign sewer improvement upgrades today.

I think an analysis of the new system's components could be one viable method to determine the applicable benefits to the system users.

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Phone: 585-394-4090 / Fax: 585-394-4092

From: Wyatt, Julie A. <bookkeeper@townofchenango.com>
Sent: Monday, May 9, 2022 8:58 AM
To: Jeff R. Smith <jrsmith@municipalsolution.com>; Maggie C. Augugliaro <maugugliaro@municipalsolution.com>
Cc: Klenovic, Jo Anne <supervisor@townofchenango.com>; Keegan J. Coughlin (KCoughlin@cglawoffices.com) <KCoughlin@cglawoffices.com>; MacLeod, Amy <payroll@townofchenango.com>; townclerk <townclerk@townofchenango.com>; Urda Engineering (alex@urdaengineering.com) <alex@urdaengineering.com>; Burden, Greg <Greg.Burden@townofchenango.com>; Endress, John <John.Endress@townofchenango.com>; Kaitlyn

Stephany <kstephany@municipalsolution.com>
Subject: RE: Chenango Town - Sewer 12 Benefit Assessment

Jeff,

Thank you so much for sharing this information!

As you know, the Town has a unique situation with not only the assumption of the operation of Chenango Heights/Sewer 12, but also the timing of the WWTP Project and Sewer 12 tying into the system. This summer the Board will be faced with deciding how much of the WWTP Project debt should be assigned to Sewer 12 to match the additional cost of tying them in to their relative benefit.

Do you have any thoughts and/or experience in arriving a formula to match the relative benefit to the debt. In this case, the amount of debt is substantial and the Board is sensitive to the burden to be placed on all taxpayers, therefore, it is important that the calculation be fair and equitable.

Obviously, there are two approaches to the benefit assessment. Either the EDU's are put in place with no consideration of Sewer 12's additional burden, or the taxpayers in Sewer 12 would pay a higher amount to compensate for the additional cost of tying them in.

Any thoughts or guidance you could provide would be greatly appreciated!

Thank you!

Julie

From: Jeff R. Smith <jrsmith@municipalsolution.com>
Sent: Friday, May 6, 2022 4:46 PM
To: Wyatt, Julie A. <bookkeeper@townofchenango.com>; Maggie C. Augugliaro <maugugliaro@municipalsolution.com>
Cc: Klenovic, Jo Anne <supervisor@townofchenango.com>; Keegan J. Coughlin (KCoughlin@cglawoffices.com) <KCoughlin@cglawoffices.com>; MacLeod, Amy <payroll@townofchenango.com>; townclerk <townclerk@townofchenango.com>; Urda Engineering (alex@urdaengineering.com) <alex@urdaengineering.com>; Burden, Greg <Greg.Burden@townofchenango.com>; Endress, John <John.Endress@townofchenango.com>; Kaitlyn Stephany <kstephany@municipalsolution.com>
Subject: RE: Chenango Town - Sewer 12 Benefit Assessment

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Canandaigua, New York 14424
Phone: 585-394-4090 / Fax: 585-394-4092

From: Wyatt, Julie A. <bookkeeper@townofchenango.com>
Sent: Wednesday, May 4, 2022 8:50 AM
To: Jeff R. Smith <jrsmith@municipalsolution.com>; Maggie C. Augugliaro <maugugliaro@municipalsolution.com>
Cc: Klenovic, Jo Anne <supervisor@townofchenango.com>; Keegan J. Coughlin (<KCoughlin@cglawoffices.com>> <KCoughlin@cglawoffices.com>; MacLeod, Amy <payroll@townofchenango.com>; townclerk <townclerk@townofchenango.com>; Urda Engineering (<alex@urdaengineering.com> <alex@urdaengineering.com>); Burden, Greg <Greg.Burden@townofchenango.com>; Endress, John <John.Endress@townofchenango.com>
Subject: Sewer 12 Benefit Assessment

Jeff and Maggie,

Good morning!

Sometime in June the Town Board will be considering two discussion items related to Sewer and the WWTP project.

1. Changing the current EDU approach.
2. The benefit assessment for the debt related to the WWTP project, i.e. the assignment of debt to the Consolidated Sewer District and Sewer 12.

Jeff, earlier this year you provided a great summary of considerations for the Board regarding EDU's. Do you have something similar regarding a benefit assessment? As the total estimated cost of the project has jumped considerably in the last few months, the need for an equitable benefit assessment is even more critical. We would like to provide the Board with some thoughts now so they can gather some questions prior to this being discussed at a TBM.

If your schedule permits, we think you could add a great deal of value and experience to both discussions. Once the agenda assignment has been established we will reach out with the date.

Thank you so much!

Julie Wyatt
Town of Chenango Bookkeeper
607-648-4809 X6

AGREEMENT

C175448

This Agreement made the 1st day of July, 1981, between the Village of GOWANDA in the Counties of Erie and Cattaraugus, New York, hereinafter called the "VILLAGE" and the PEOPLE OF THE STATE OF NEW YORK, acting by and through JAMES A. PREVOST, M.D., COMMISSIONER OF MENTAL HEALTH, and JOSEPH CROOK, EXECUTIVE DIRECTOR OF THE FACILITIES DEVELOPMENT CORPORATION, hereinafter referred to as the "STATE",

WITNESSETH:

WHEREAS the Village owns and operates a primary sewage treatment plant located in said Village and which provides treatment of sewage generated within said Village; and

WHEREAS the State owns and operates a primary sewage treatment plant located at the Gowanda Psychiatric Center, a facility owned by the State and operated by the Office of Mental Health and which provides treatment of sewage generated within said facility; and

WHEREAS both parties are desirous of upgrading the treatment of sewage generated in their respective areas to provide secondary treatment thereof and such further treatment, including phosphate removal, as may be necessary to comply with water pollution standards established by the State of New York and by the Government of the United States and in general compliance with the Comprehensive Sewerage Studies of Cattaraugus and Erie Counties; and

WHEREAS the Village plans to expand and upgrade its present treatment plant to provide such necessary secondary and other treatment; and

WHEREAS the State desires to abandon its present primary sewage treatment plant and provide for such secondary and other treatment of the sewage generated at its said Cowanda Psychiatric Center by transporting such sewage to the Village treatment plant; and

WHEREAS the Village is willing to accept sewage from said Cowanda Psychiatric Center for treatment at its said plant and to design and construct such excess treatment plant capacity as may be necessary therefor; and

WHEREAS the United States Government has adopted legislation under which seventy-five per cent (75%) of the cost of planning, design and construction necessary for the above described expansion and upgrading of the Village treatment plant may be made available as reimbursement for such costs; and

WHEREAS the State of New York has adopted legislation under which an additional twelve and one-half per cent (12½%) of the cost of such planning, design and construction may be made available as reimbursement for such cost; and

WHEREAS the Village has been designated "lead agency" under such State and Federal programs to proceed with the engineering, legal and other work as may be required under applicable regulations and supervision of the United States Environmental Protection Agency and the New York State Department of Environmental Conservation and to make such applications and secure such reimbursements as may be provided for under the respective

Federal and State programs, and

WHEREAS it is desirable that the Village and the State share equitably in the costs of the planning, design, construction and operation of the proposed waste water treatment facility,

NOW, THEREFORE, it is mutually agreed as follows:

1. The Village shall, on behalf of both parties to this Agreement, act as "lead agency" in securing and providing consultant engineering, legal, fiscal, administrative and other services as may be reasonably necessary to carry out the planning, design and construction of the planned waste water treatment facility in accordance with the statutory enactments of the Federal and State Governments respecting the grant programs above referred to and shall make all applications for approvals and grants to such agencies of those governments as may be required under rules and regulations now in force or as may be from time to time adopted relative to the implementation of such statutory enactments. All construction contemplated under this Agreement shall be carried out by the Village through its contractors under contracts awarded pursuant to bid proceedings prescribed by Section 103 of the General Municipal Law.

2. The cost for all of such services and construction expenses except those specifically listed in paragraphs "3" and "4", below, shall be shared between the parties on the basis of percentage of design capacity of the waste water treatment facility which shall be reserved for the treatment of sewage of each of the respective parties. The percentage of design capacity to be

reserved to the parties, respectively, shall be determined by the consulting engineers of the Village from analysis of existing flows in the collection systems of each of the parties and from data supplied by the parties to said engineers. The determination of such percentages shall be reviewable and approvable by State engineers.

3. The State shall be solely responsible for all expense incurred by the Village for conducting Infiltration/Inflow Analysis as well as Sewer System Evaluation Survey, if required, as mandated by 40 CFR535 and/or regulations amendatory of or supplementary thereto, of the State's existing sewage collection system and for any necessary remedial construction, repair, replacement or extension of any portion of the State's said system; the planning, design and construction of an interceptor sewer necessary to convey sewage from the State's collection system to the Village waste water treatment facility and for any expense incurred in the acquisition of easements or lands necessary for the construction of such interceptor sewer together with expense for Environmental Assessment Statement and Cultural Resource Survey Report relative to said interceptor sewer or its sites and the planning, design, construction, acquisition and installation of such metering devices and facilities as may be necessary to measure the volume of sewage transmitted from the State's sewage collection system for treatment at the said waste water treatment facility.

The Village shall likewise be solely responsible for all expense incurred by the Village for Infiltration/Inflow

Analysis and Sewer Systems Evaluation Survey of the Village's existing sewage collection system and for any remedial construction repair, replacement or extension of any portion of the Village's said system.

4. In addition to the above enumerated expenses, the State shall, as compensation for the use of the Village owned lands and primary sewage treatment plant as part of the expanded and upgraded waste water treatment facility, pay to the Village a sum equal to the percentage of design capacity reserved to the State under provisions of paragraph "2", above, as applied to the present value of said lands and the present replacement value of said primary treatment plant depreciated on a straight-line basis for a 40-year period of probable economic usefulness computed from its construction in 1962 after exclusion of that proportion of the present replacement value of said primary treatment plant allocable to any grant or grants in aid received by the Village as part of the construction cost of said plant from the United States Government or from the Government of New York State. Such payment shall be made by the State to the Village upon completion of the construction of said expanded and upgraded waste water treatment facility and upon the opening thereof for receiving sewage from the Gowanda Psychiatric Center.

5. The parties acknowledge that certain payments have heretofore been made by the Village for engineering services in the planning and design of the said waste water treatment facility under a proposal to include the Town of Collins in said project

and under which proposal agreement in principal provided that planning expenses would be shared by the State on the basis of 22% thereof and design of the interceptor sewer would be shared by the State on the basis of 48.4% thereof; that a voucher has been submitted to the State by the Village in the amount of \$10,724.07 as the State's share of said engineering expenses; that said amount shall, prior to the execution of this Agreement, be paid by the State to the Village. The execution of this Agreement by the Village shall constitute acknowledgement by the Village of the receipt of such amount.

Additional charges for legal and interest expense were likewise heretofore incurred and paid by the Village under said proposal to include the Town of Collins in said project and were likewise, under said agreement in principal, to be shared by the State on the basis of 22% thereof, the State's share of said additional charges being \$7,653.04. The parties agree that the Village shall secure reimbursement of said amount by applying in reduction thereof any funds received by the Village as "lead agency" from the State of New York or the United States of America under the financial aid programs above referred to on account of the engineering expense included in the above described voucher. Any amount of said grant or grants in aid in excess of the State's said share of such additional charges shall be credited to the State. It is understood that the State shall have the right to review expenses underlying the above charges to determine whether they were reasonably incurred.

6. The parties further acknowledge that further expense for engineering, legal, fiscal and administration services

and for construction expense will be incurred by the Village as work in the planning, design and construction of the waste water treatment facility progresses and agree that, upon such expense being incurred by the Village and upon submittal by the Village of appropriate vouchers therefor, the State will reimburse the Village for such expense on the basis set forth in paragraphs "2" and "3", above; such vouchers shall, from time to time as such expenses are incurred, be submitted by the Village to the Business Officer of the Gowanda Psychiatric Center.

The State agrees, however, that upon written request by the Village, the State will make advance cash payments to the Village for the State's share of such expenses to be incurred by the Village. Application for such advance payments and the administration thereof by the Village shall be in accordance with provisions of a memorandum of the Department of Audit and Control furnished by the State to the Village and annexed hereto as Appendix B.

7. Each of the parties understands and agrees that the work to be accomplished hereunder by the Village as "lead agency" contemplates the receipt of grants in aid from the State of New York and from the United States of America as above referred to and this Agreement is expressly conditioned upon the receipt of such grants in substantially the indicated percentages.

8. Upon the execution of this Agreement, the Village shall direct its consultant engineers to proceed with all work which may previously have been approved and authorized by the appropriate agencies of the State of New York, and or the United

States of America under the financial assistance programs above referred to and shall diligently process such further applications as may from time to time be necessary to progress the various stages in the accomplishment of the proposed project. No such further work shall be undertaken nor shall expenses or liabilities therefor be incurred unless and until such approvals and authorizations shall have been granted by such appropriate State and/or Federal agencies.

9. Upon receipt of funds under the financial assistance programs above referred to, the Village shall credit the State with the appropriate portion thereof as shall apply to the State's share of expenses incurred in the carrying out of the waste water treatment facilities project herein provided for.

10. After completion of construction of the waste water treatment facilities project, the Village shall operate the same in compliance with criteria established by the State Health Department and such other agencies of the governments of the State of New York and of the United States having jurisdiction over such operation and shall provide approvable treatment of sewage transmitted to said facility from the Gowanda Psychiatric Center all of which said sewage shall conform in character, quality and type to the provisions of the Village local law governing sewer use which said local law shall be approved by the Department of Environmental Conservation of the State of New York and the Environmental Protection Agency of the federal government as in conformity with the regulations and requirements of such

agencies or any successor agencies of the state or federal governments having jurisdiction in such matters.

11. The State shall pay to the Village within 30 days after billing, the net cost, after credit for all grants received from the State of New York or Federal sources for operation and maintenance of the Village waste water treatment facility, pro rata, on the basis of the ratio between sewage metered into the facility from the Gowanda Psychiatric Center and the total volume of sewage treated at said facility. Vouchers for sewage treatment shall be submitted to the Business Officer of the Gowanda Psychiatric Center. Failure of the State to pay any voucher within 90 days of submittal by the Village shall constitute a default entitling the Village to terminate this Agreement.

The parties understand that the cost of such operation and maintenance cannot be accurately estimated at this time. Accordingly, the consulting engineers for the Village shall, at or about the time of the completion of construction of said facility, prepare an estimate of the annual cost of such operation and maintenance which estimate shall form the basis for payments for sewage treatment to be made by the State to the Village during the first year of operation. Thereafter, such adjustments shall be made, not less frequently than annually, in the amount of payments for sewage treatment to be made by the State to the Village based upon actual experience for the preceding period and reasonably anticipated future changes, to such

effect that the State shall pay to the Village the actual net pro rata share of operation and maintenance of the Village's facility in accordance with the ratio of the State's use of such facility to the total use thereof.

The parties understand and agree that aid for operation and maintenance is based upon audit of prior years actual cost and accordingly will not be available for a period of time subsequent to the first year of service. During the initial period of operation and until actual receipt of such aid, the gross cost of operation and maintenance of the said facility shall be shared by the parties pro rata and adjustment of charges shall be made between them after such aid is received.

12. The parties further understand and agree that future requirements of government agencies having jurisdiction in the premises may mandate capital improvements or alterations in the sewage treatment processes and facilities which will necessitate capital expenditures. Such future expenditures shall be shared by the parties upon the same basis and in the same manner as in the case of the initial planning, design and construction of the said facility.

13. No sewage shall be received by the State either through its collection system or through the interceptor sewer from any area outside of the Gowanda Psychiatric Center without the prior written consent of the Village. All rights accruing to the State under this Agreement shall be assignable in the discretion of the State to any department, agency or public authority

of the State of New York, but none of such rights shall be assigned to any other person, municipality, district or corporation without the express written consent of the Village. The consent of the Village to such assignment shall not be unreasonably withheld.

14. In the event that the actual flow of sewage from the Gowanda Psychiatric Center shall exceed that which is planned to be treated through the design capacity reserved for the State pursuant to paragraph "2", above, additional capacity, if available, shall be made available to the State upon payment by the State to the Village of the net cost to the Village of the creation of such capacity including interest paid by the Village on any bonds used to finance its cost of such additional capacity plus an amount computed pursuant to the provisions of paragraph "4", above. In the event that no such additional capacity is available, such necessary capacity shall be constructed by the Village at a cost to be negotiated by the parties along the general lines of this Agreement in so far as may be applicable.

15. Each of the parties shall be solely responsible for the maintenance of its respective sewage collection system and the State shall further be solely responsible for the maintenance of the interceptor sewer and metering devices and metering facilities constructed or installed under this Agreement. The Village shall, however, have access to the State system and the interceptor sewer for purposes of making inspections to determine compliance with the terms of this Agreement and its local law governing sanitary sewers and for the purpose of reading metering

devices and determining the accuracy thereof.

16. The State agrees to provide to the Village any information which may be required by the Department of Health, the United States Government, the State of New York, and agencies of such governments in applying for and obtaining grants for planning, design and construction or operation and maintenance of the waste water treatment facility or of the collection systems contributory thereto.

17. The Village shall maintain detailed books, records and accounts of expenses incurred by it in the carrying out of terms of this Agreement and of the receipt by it of funds under financial assistance programs relating thereto and shall permit the State to audit the same during usual business hours upon reasonable advance notice. The "State" in this paragraph will be representatives from either Audit and Control and/or Facilities Development Corporation for auditing Village records and accounts.

18. The provisions of Appendix A, attached hereto, are hereby incorporated herein. For purposes of Appendix A, the "contractor" shall be the "Village".

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed by their duly authorized officers and their corporate seals to be hereunto affixed the day and year first above written.

VILLAGE OF GOWANDA

By: David C. Schaack
David C. Schaack, Mayor

ATTEST:

Charles J. Hart
Charles J. Hart, Village Attorney

STATE OF NEW YORK
By: [Signature]
Deputy Commissioner of
Mental Health

Sworn to before me
this day of July, 1981

FACILITIES DEVELOPMENT CORPORATION
By: [Signature]
Executive Director.

APPROVED
[Signature]
THE STATE COMPTROLLER
JUL 15 1981

APPROVED AS TO FORM
NEW YORK STATE
ATTORNEY GENERAL

JUL 13 1981
By: [Signature]
RICHARD W. CROSS
Attorney

Minutes dated August 29, 1968

(#307) RESOLVED, that the Health and Mental Hygiene Facilities Improvement Corporation hereby accepts the transfer and assignment to it of all of the functions, powers, duties and authority of the Mental Hygiene Facilities Improvement Fund to which the Corporation is in all respects the successor in interest pursuant to the Health and Mental Hygiene Facilities Improvement Act, being Chapter 359 of the Laws of 1968, (hereinafter referred to as the "Act"), and be it further

RESOLVED, that all rules, regulations, acts, decisions, determinations and orders of the Fund which were in force or effect on the effective date of such Act are hereby continued in force and effect until modified or abrogated by the Corporation, and be it further

RESOLVED, that the Corporation hereby accepts the transfer and assignment to it of all rights, obligations, debts, liabilities, conditions, covenants, pledges, undertakings and commitments of the Fund, including those contained in conveyances, leases, subleases or agreements to, from or with the New York State Housing Finance Agency, the Commissioner of Mental Hygiene, the Commissioner of General Services or any other department or agency of government including any city or county, and be it further

RESOLVED, that the Corporation hereby accepts the transfer of all of the assets of the Fund, and be it further

RESOLVED, that all of the accounts of the Fund including but not limited to the income account, rental reserve account and other accounts are continued as accounts of the Corporation, and be it further

RESOLVED, that the Corporation hereby acknowledges and accepts the delivery by the officers of the Fund of all books, papers, records and property of the Fund, and be it further

RESOLVED, that all employees of the Fund are and shall be deemed to be employees of the Corporation as of the effective date of such Act with all rights and benefits including health insurance and pension benefits, and be it further

RESOLVED, that all opinions, determinations, decisions, and judgments hitherto rendered in a court of competent jurisdiction in any action or proceeding in which the Fund was a party shall continue to be binding and effective with respect to the matters therein determined with the same force and effect as if the Corporation had been a party to such action or proceeding, and be it further

RESOLVED, that no existing right or remedy of any character shall be lost, impaired or affected, nor shall any new right or remedy of any character accrue to or for the benefit of any person by reason of the reconstitution and continuation of the Mental Hygiene Facilities Improvement Fund pursuant to provisions of such Act, and be it further

RESOLVED, that the Executive Director shall continue to exercise the authority possessed by the Executive Director of the Fund including the authority to:

1. Employ and direct the staff of the Corporation.
2. Certify need for transfer and allocation of additional funds beyond the current appropriations necessary to complete a project (pursuant to Section 93 of the State Finance Law).
3. Requisition funds for the payment of administrative expenses and other obligations pursuant to Subdivision 3 of Section 9 of the Act.
4. Approve, award and execute all contracts for services and construction of facilities involving an estimated expense of not more than \$10,000.
5. Execute, at the request of the Commissioner of Mental Hygiene, all documents necessary for the acquisition, transfer and disposition of real property including the granting of easements and permits, and be it further

RESOLVED, that the Seal bearing the words "Corporate Seal, 1968, New York" in the center, encircled with the words "Health and Mental Hygiene Facilities Improvement Corporation", which is impressed upon the original copy of this resolution is hereby adopted and declared to be the Seal of the Health and Mental Hygiene Facilities Improvement Corporation, and be it further

RESOLVED, that the Executive Director is hereby appointed Secretary.

APPENDIX A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract:

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.

II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.

III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended, that:

(a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

(b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.

(c) the minimum hourly rate of wage to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.

1) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—

(a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended, or

(b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e as amended, that—

(a) In hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin.

(c) there may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

(d) this contract may be canceled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

(e) the aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.

(b) If directed to do so by the Commissioner of Human Rights, the contractor will send to each labor union or representative of workers with which the contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the

contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commissioner of Human Rights of such failure or refusal.

(c) If directed to do so by the Commissioner of Human Rights, the contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

(d) The contractor will state, in all solicitations or advertisement for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability or marital status.

(e) The contractor will comply with the provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discriminatory clauses and such sections of the Executive Law, and will permit access to the contractor's books, records and accounts by the State Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

(f) This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner of Human

Rights that the contractor has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until the contractor satisfies the State Commissioner of Human Rights that the contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the contractor and an opportunity has been afforded the contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

(g) The contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the contracting agency may direct, including sanctions or remedies for non-compliance, if the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the State Commissioner of Human Rights or the contracting agency, the contractor shall promptly so notify the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

VI. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bid-

der and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determined that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of purposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph VI (a).


VII. The agreement shall be void and of no force and effect unless the contractor shall provide coverage for the benefit of, and keep covered during the life of this agreement, such employees as are required to be covered by the provisions of the Worker's Compensation Law.

VIII. The relationship of the contractor to the OMH is that of an independent contractor, and said contractor, in accordance with its status as such contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claims to be an officer or employee of the OMH or the State by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right of the State, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

IX. Purchases by the State of New York are not subject to any sales or Federal excise taxes. Exemption certificates will be furnished upon request. New York State is also exempt from the transportation tax; no exemption certificates are required for this tax. There is no exemption, however, for social security, unemployment insurance and like taxes.

X. Where the contractor utilizes any service or material purchased or contracted for by it pursuant to this agreement for purposes other than those authorized by the agreement, cost of such services or material shall be prorated, and only that part which is attributable to the performance of functions authorized by this agreement shall be considered as reasonable and necessary cost for the purpose of this agreement.

XI. CONTRACTOR hereby agrees to maintain accurate records and accounts of the monies expended under this agreement, as well as fiscal controls, together with vouchers and other satisfactory evidence of payment, to assure proper accounting. Such records and accounts and all supportive documentation shall be kept and made available and furnished upon request to the OMH and/or the New York State Department of Audit and Control, for verification of the services rendered under this agreement for at



least six (6) years subsequent to the date of final payment hereunder, or until a final audit has been made by the New York State Department of Audit and Control, whichever event shall occur sooner.

XII. CONTRACTOR hereby warrants, covenants, and represents that no part of any of its income or resources is or shall be used directly or indirectly for the benefit of or payment to any employee of the OMH or the State for services performed pursuant to this contract, other than employees whose names and addresses are furnished to the OMH prior to such employment or other benefit; provided, however, that no such employees shall receive any benefit or payment hereunder without the express written prior approval of the Commissioner of the OMH, or his designee.

As to to the OMH employees whose employment by or other benefit from the CONTRACTOR is approved, as hereinabove set forth, the CONTRACTOR shall provide to the Commissioner, or his designee complete information as to the days and hours of work, nature of the work performed by each such named employee, and any other information the Commissioner may require.

XIII. It is expressly understood and agreed by the parties hereto that any equipment or materials purchased for this CONTRACT and paid for from funds pursuant to this agreement, having an usable life beyond the termination of this agreement, shall be the property of the OMH on loan to CONTRACTOR, and shall be turned over to the OMH upon termination of this agreement. The OMH reserves the right to determine the disposition of such materials or equipment above mentioned.



STATE OF NEW YORK
DEPARTMENT OF AUDIT AND CONTROL

ALBANY
12236

September 30, 1980

EDWARD V. REGAN
State Comptroller

In Reply, Refer To
Construction Contract
Section

Mr. Henry E. Miller, Treasurer
Village of Gowanda
27 East Main Street
Gowanda, New York 14070

Dear Mr. Miller:

Confirming our recent telephone conversation, I have set forth, below, a memorandum regarding advance payments which can be made available to your Village with respect to costs incurred by the Village on behalf of the State in carrying out the proposed planning, design and construction of a Waste Water Facility to serve both the Village and the Gowanda Psychiatric Center:

After execution of an agreement between the State and the Village of Gowanda respecting the above mentioned project, the State will, upon written request by the Village, make advance cash payments for costs to be incurred by the Village on behalf of the State in the performance of the work specified in said agreement.

No such advance cash payment shall exceed twenty-five percent (25%) of the approved estimated cost for all of the work to be performed by the Village on behalf of the State under the terms of said agreement. Advance billings for such costs shall be accompanied by separate tabulations of anticipated monthly cash flow expenses for the duration of the preliminary engineering, construction engineering and capitalized construction work to be performed.

Subsequent periodic advance billings will be based upon costs incurred by the Village and reimbursable to the Village by the State under terms of said agreement. Payment by the Village of such costs shall be certified by the Village and the Office of Mental Health and credited against the advance. Any advance shall be expended in payment of such costs before further advance payments will be made by the State.

H /

VILLAGE OF GOWANDA

VJK
copy

27 East Main Street
Gowanda, N. Y. 14070

NE: (716) 532-3353

June 3, 1986

VILLAGE OF GOWANDA/NYSOMH/NYSDOC
JOINT SEWAGE TREATMENT PLANT
COST ALLOCATION

As a result of the April 3, 1986 meeting between the Office of Mental Health, Department of Corrections, Department of Environmental Conservation, Village of Gowanda and Malcolm Pirnie, Malcolm Pirnie was directed to revise the cost allocation formulas. The attached five tables present the agreed upon cost allocation methodology.

As agreed among all parties, on Table I wet weather average flow is utilized and BOD and SS loadings are 2850 lbs and 1640 lbs, respectively. On Table II all treatment plant components are allocated as follows:

- Based on flow-grit chamber, primary tanks, secondary clarifiers
- Based on BOD-trickling filters
- Based on suspended solids and BOD-sludge thickeners, digester, drying beds, belt filter press

On Table III, the cost allocation is based upon construction cost estimates exclusive of engineering, administrative, contingencies, escalation and legal costs.

The treatment plant cost allocation between the Village and GPC is 40.9% and 59.1%, respectively (Table III).

Other cost allocates shown on Table V are as follows:

- Interest during construction-same as new treatment plant construction
- Aldrich Street Pump Station-100% to Village
- GPC Pipeline-100% to GPC
- Sewer rehabilitation-to responsible party
- Existing treatment plant costs-same as new treatment plant construction
- Prior administrative costs-same as new treatment plant construction.

A summary of the total Capital costs included in the 25% advance payment and a breakdown of OMH/DOCS respective shares are shown on Table VI.

VILLAGE OF GOWANDA
ALLOCATION PARAMETERS

	<u>VILLAGE</u>	<u>GPC/CCF</u>	<u>TOTAL</u>
Flow (Wet Weather Average) % of Total	1.60 MGD 72.7%	0.60 MGD 27.3%	2.20 100.0%
BOD (Peak Load #/Day) % of Total	800 28.1%	2050 71.9%	2850 100%
SS (Avg. Load #/Day) % of Total	475 29.0%	1165 71%	1640 100%

II

VILLAGE OF GOWANDA
CONSTRUCTION COST ALLOCATION

PROCESS UNIT	ALLOCATION PARAMETER	RAW %		ALLOCATION %	
		<u>VILLAGE</u>	<u>GPC</u>	<u>VILLAGE</u>	<u>GPC</u>
Grit Chamber	Flow	Flow 72.7	27.3	72.7	27..
Primary Tanks	Flow	Flow 72.7	27.3	72.7	27..
Trickling Filters	BOD	BOD 28.1	71.9	28.1	71.
Secondary Clarifiers	Flow	Flow 72.7	27.3	72.7	27.
Sludge Thickner	Suspended Solids/BOD	SS 29.	71.	28.6	71.
		BOD 28.1	71.9		
Digester	SS/BOD	SS 29.	71.	28.6	71.
		BOD 28.1	71.9		
Drying Beds	SS/BOD	SS 29.	71.	28.6	71.
		BOD 28.1	71.9		
Belt Filter Press	SS/ BOD	SS 29	71	28.6	71.
		BOD 28.1	71.9		

III
VILLAGE OF GOWANDA

ALLOCATION OF CONSTRUCTION COST ESTIMATE *

(\$000)

	<u>Allocation Parameter</u>	<u>Total Cost</u>	<u>Village</u>	<u>GPC</u>
Drying Beds	SS/BOD	140	40	100
Digestors	SS/BOD	687	196	491
Grit Chamber	Flow	53	39	14
Primary Clarifier	Flow	307	223	84
Final Clarifier	Flow	443	322	121
Trickling Filters	BOD	800	225	575
Sludge Thickner	SS/BOD	73	21	52
Belt Filter Press	SS/BOD	350	100	250
Sub Total		2,853 (100%)	1,167 (40.9%)	1,686 (59.1%)
Site Work		34		
Pump Replacement		112		
Pump & Chemical Bldg.		271		
CL ₂ Tank		49		
Chemical Storage		84		
Engineering		121		
Exist. Fac. Remov.		119		
Instr & Controls		41		
Electrical		470		
Sewer Maint. Equip.		31		
Retrofit Holding Tank		32		
Sub Total		1,364 (100%)	558 (40.9%)	806 (59.1%)
Total		4,217 (100%)	1,724 (40.9%)	2,493 (59.1%)

*Construction Cost Exclusive of Engineering, Administrative, Contingencies, Escalation, and Legal Costs.

Rev. 6/3/86.

VILLAGE OF GOWAL
OMH/DOCS CAPITAL COSTS

PURPOSE	TOTAL AMOUNT	STATE SHARE (59.1%)	DOCS (62%)	OMH (38%)
Past Costs:				
Administrative:	\$107,000.00	\$63,237.00	\$39,207.00	\$24,030.00
Subtotal-Past Costs		\$63,237.00	\$39,207.00	\$24,030.00
Future Costs (25% to be advanced)				
Administrative (11/85-6/86)	\$338,000.00	\$199,758.00	\$123,850.00	\$75,908.00
Construction (After Aid)				
Plant Expansion (inc. Eng Legal, Admth Cont., Escal, etc)	\$908,000.00	\$536,628.00	\$332,709.00	\$203,919.00
Interest	\$200,000.00	\$118,200.00	\$73,284.00	\$44,916.00
Gowandapc Pipeline	\$110,000.00	\$110,000.00	\$68,200.00	\$41,800.00
Total Future Costs		\$964,586.00	\$598,043.00	\$366,543.00
Subtotal Advance Payment (25%)	\$1,556,000.00	\$241,147.00	\$149,511.00	\$91,636.00
Total State Payment		\$304,384.00	\$188,778.00	\$115,666.00
<u>REMAINING STATE COSTS</u> <u>BASED ON PRESENT ESTIMATES</u>				
SSES Rehab	\$333,000.00		\$320,500.00	\$12,500.00
Construction, Admin, Interest	\$723,439.00		\$448,532.00	\$274,907.00
Residual Value	\$346,000.00		\$214,520.00	\$131,480.00

Rev. 6/3/86

IV

VILLAGE OF GOWANDA, N.Y.

1988 Replacement Cost for Primary Treatment Facility

<u>ITEM</u>	<u>COST</u>
Control Building	\$ 595,100
Settling Tanks	131,287
Grit Chamber	32,302
Holding Tank	58,335
Excavation and Backfill	35,775
Fencing	45,000
Paving	90,000
Outside Piping	82,688
Sitework and Grading	<u>33,750</u>
Subtotal (1985 Cost)	\$1,104,237
Escalation 5%/yr (1988)	<u>174,055</u>
Subtotal (1988 Cost)	\$1,278,292
20% Engineering, Legal, Administrative	<u>255,658</u>
1988 COST FOR PRIMARY TREATMENT PLANT	\$1,533,950
Less Depreciation $\frac{1988 - 1962}{40} \times 1,533,950$	<u>(997,067)</u>
Residual Value of Plant 1988	\$ 536,883
Land Value @ 10,000/Ac x 4.8 Ac	<u>48,000</u>
Residual Value of Plant and Land	\$ 584,883
	Say \$585k
Allocation to GPC per Section 4 of Contract of July 1, 1981 59.1% x \$585k	<u>Say \$346k</u>
Allocation to Village per Section 4 of Contract of July 1, 1981 40.9% x \$585k	<u>Say \$239k</u>

V

VILLAGE OF GOWANDA

LOCAL SHARE OF PROJECT BUDGET
(\$000)

	Cost Before Aid	Cost After Aid	Village	GPC
Treatment Plant Expansion (incl. Eng. Legal, Admin. Conting, Escal, etc.)	\$ 6,051	\$ 908	\$ 371	\$ 537
Aldrich Street Pump Station	250	38	38	-
GPC Pipeline	734	110	-	110
SSES Rehabilitation	437	435	102	333
Ant. During Construction	<u>200</u>	<u>200</u>	<u>82</u>	<u>118</u>
Subtotal	\$ 7,672	\$ 1,691	\$ 593	\$ 1,098
Existing Plant and Land		585	239	346
Prior Administrative Cost		<u>107</u>	<u>44</u>	<u>63</u>
TOTAL		\$ 2,383	\$ 876	\$ 1,507



TOWN OF CHENANGO
WASTEWATER CONVEYANCE AND TREATMENT IMPROVEMENTS PROJECT
BARTON & LOGUIDICE MONTHLY STATUS REPORT
February 2022

Prepared by: Taylor C. Bottar, P.E.
Alex T. Hess, I.E.

Updated Bidding Schedule

- Bid Opening – 2/17 at 11 am
 - Town Hall and Virtual Zoom Option
- Post-Bid Board Meeting – 3/2
 - Recommendation of Awards
 - Resolution to Award Bids

Sewer District 12 Consolidation

- User cost comparison for all districts consolidated vs. SD 12 solely responsible for Chenango Heights pump station and force main

SEQR Updates

- Revised Environmental Assessment Form Part 2 and 3
 - Updated to include additional force main improvements as requested by NYSEFC

Recommended Board Action Items

- SEQR Determination
- Sewer District 12 Consolidation
- B&L Amendment No. 3

Combined Sewer District Debts



Job: 1855.001.003
 Sheet: 1 of 1
 Calc. By: ATH Date: 1/19/2022
 Checked By: Date:
 Description: Cost/EDU for Sewer Districts

Cost Estimate Overview - Updated Bond Resolution

Contract #1 – Northgate WWTP Improvements	\$14,323,000
Contract #2 – Collection System Improvements	\$6,843,000
Engineering, Legal, Administration	\$3,168,000
Subtotal ¹	\$24,300,000
Contingency (10%)	\$2,430,000
Opinion of Total Probable Cost	\$26,730,000

User Cost Breakdown by Sewer District

EDUs	2881
Total Project Cost	\$26,730,000
Total Grant	\$6,000,000
Total Debt	\$20,730,000
Annual Cost ²	\$863,180
Capital Debt/EDU	\$299.61

Annual Capital Debt/EDU (All Sewer Districts)	\$299.61
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Footnotes

- 1) Rounded to nearest \$100,000.
- 2) Financing Assumptions: 30 years, 1.5% interest (Subsidized 50% of AAA Market Rate - assumed 3%)

Barton & Loguidice, D.P.C. is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. Budget tracking should be completed and verified by Town officials or third party municipal/financial advisor.

Separate Sewer District Debts



Job:
 Sheet:
 Calc. By:
 Checked By:
 Description:

1855.001.003
 1 of 1
 ATH Date: 1/19/2022
 Date:
 Cost/EDU for Sewer Districts

Cost Estimate Overview - Updated Bond Resolution

Contract #1 – Northgate WWTP Improvements	\$14,323,000
Contract #2 – Collection System Improvements	\$6,843,000
Engineering, Legal, Administration	\$3,158,000
Subtotal ¹	\$24,300,000
Contingency (10%)	\$2,430,000
Opinion of Total Probable Cost	\$26,730,000

User Cost Breakdown by Sewer District

All Sewer Districts Debt Cost (2, 3, 4, 5, 7, 7A, 8, 9, 12)

EDUs	2881
Total Project Cost	\$24,100,000
Total Grant	\$5,409,652
Total Debt	\$18,690,348
Annual Cost ²	\$778,251
Capital Debt/EDU	\$270.13

Additional Sewer District 12 Only Debt Cost

EDUs	143
Total Project Cost	\$2,630,000
Total Grant	\$590,348
Total Debt	\$2,039,652
Annual Cost ²	\$84,929
Capital Debt/EDU	\$593.91

Annual Capital Debt/EDU (all sewer districts except Sewer District 12)	\$270.13
Annual Capital Debt/EDU (Sewer District 12)	\$864.04

Footnotes

- 1) Rounded to nearest \$100,000.
- 2) Financing Assumptions: 30 years, 1.5% interest (Subsidized 50% of AAA Market Rate - assumed 3%)

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UPDATED AS OF JUNE 3, 2022

TOWN BOARD PROJECTS & DISCUSSIONS FOR FUTURE AGENDAS

<u>PROJECT / DISCUSSION</u>	<u>POTENTIAL AGENDA DATE</u>	<u>COMPLETION DATE</u>
Agenda Software - (Update Only)	6/8/2022	
Broome County Projects		
*North Otisnengo Dog Park / County MOU		
*Northgate Plaza		
*DOT Route 12 Milling & Paving		
*DOT Smith Hill		
Budget	8/10/2022 & 9/21/2022	
Building & Fire Safety		
*Records Retention		
*Evacuation Plan		
*ADA Accessibility		
*Review of NYMIR Insurance (7/1/22 renewal date)	6/15/2022	
Castle Creek U.S.P.O.		
Chenango Ambulance		
*Request for Funding (info to Board by 7/27/22)	8/10/2022	
Cyber Security		
*Public Officials Policy		
*Cyber Insurance (6/22/22 decision deadline)	6/22/2022	
Dept. Head Evaluations		

DPW - Greg Burden		
*Drinking Water Study - Applewood / Maplewood		
*Wolfe Park Project - Grant submitted 5/12/22		
*Parking Lot Lights		
*Otsiningo North		
Email Discontinuance w/ B.C.		
*Pyramid Presentation		7/6/2022 reschedule?
Flood Mitigation		
*ARPA Funds/Uses (info to Board by 6/29/22)		7/13/2022
*HMPG Grant - Submitted 5/31/22		
*Broome County Drainage Project - Smith Hill 2023		
*DOT / Smith Hill Rd. Project - Alex Urda		
*Easements for Smith Hill Rd. Project		
Ordinance Dept.		
*Zoning - Chenango Bridge Properties - Nadine Bell		
a.) Tax Map Number Method - Nadine Bell		6/8/2022
*Zoning - Luke Tokarz Brooks Rd. Property		
*Mixed Use Zoning		
*Review of Local Laws - Gavin Stiles		
a.) Public Hearing Local Law 4-2022 Town Burn Ban		
*Solar Farms - Review Legislation		
*Ordinance Software		
Town Board & Small Boards Meetings		
*Zoom/Hybrid Meeting Policy		8/10/2022
Town of Chenango Safety Manual		
*New Committee Members		

Town Vehicles			
*GPS in vehicles		6/8/2022	
*Town Seals on vehicles		6/8/2022	
WWTP Project			
*WQIP Grant Application			
*Community Project Funding Grant - C. Schumer			
*Benefit Assessment		6/8/2022	
*EDU's		6/8/2022	
*Projected Timeline			
*Project Modifications - B & L Amendment #3		6/8/2022	
a.) Resolution for B&L Final Amendment			
*Bond Resolution - Bill Jackson & B&L Rep		6/15/2022	
*Public Hearings			