
NYS WATER INFRASTRUCTURE IMPROVEMENT ACT (WIIA)

DRINKING WATER GRANT APPLICATION PACKAGE

TOWN OF LEWISBORO, NY OAKRIDGE WATER DISTRICT IMPROVEMENTS & PFAS REMOVAL

PREPARED FOR:

TOWN OF LEWISBORO, NY
11 MAIN STREET
SOUTH SALEM, NY 10590

PREPARED BY:



**DELAWARE
ENGINEERING, D.P.C.**
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**Town of Lewisboro
Oakridge Water District Improvement & PFAS Removal (18893)
WIIA/DWSRF Applications**

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GRANT APPLICATION

NYS WATER INFRASTRUCTURE IMPROVEMENT ACT (WIIA)

&

NYS INTERMUNICIPAL WATER INFRASTRUCTURE GRANTS (IMG) PROGRAM

DRINKING WATER

A. APPLICANT

Name of Applicant: _____ County: _____

Federal I.D. Number: _____ DUNS Number: _____

Municipality(ies) Served (Water Authorities Only): _____

Cooperating Municipality(ies) (IMG Only): _____

Highest Elected Official: _____ Phone: _____

Title: Supervisor Email: _____

Mailing Address: _____

Authorized Representative: _____ Phone: _____

Title: _____ Email: _____

Mailing Address: _____

Daily Contact Name: _____ Phone: _____

Title: _____ Email: _____

Company: _____

Engineering Consultant: _____ Phone: _____

Title: Senior Project Manager Email: _____

Company: _____

B. GRANT CATEGORY

Identify the grant program(s) for which you are applying by checking the appropriate box or boxes below.

- ☐ New York Water Infrastructure Improvement Act (WIIA) grant
- ☐ Intermunicipal Water Infrastructure Grants (IMG) Program grant



C. GENERAL INFORMATION

Project Name: _____

Project Location: _____

_____ Latitude _____ Longitude
Provide in decimal format.

District Name/

Project Service Area: _____

Submit a water district or service area map with your application if applicable.

Population of Project Service Area: _____

Municipalities Served	Users Served

Attach a list if more space is needed. Users Served can be provided by %, population, EDUs, or flow allocation.

Public Water Supply ID Number: _____

Design Start Date: _____ (☐T / ☐A)

Construction Start Date: _____ (☐T / ☐A)

Check "T" for a target date and "A" for an actual date

Construction End Date: _____ (☐T / ☐A)

Legislative Districts

(include multiple districts if applicable)

NY

Senate

NY

Assembly

To help identify your districts, visit:
<https://www.elections.ny.gov/district-map.html>

D. PROJECT INFORMATION

1. Provide a brief description of your project.



2. If applying for an IMG Grant, describe the relationship between the municipalities undertaking the joint project, how the joint project benefits the cooperating municipalities and is the best solution for an identified water quality problem.

3. Which of the following categories does the project scope address?
☐ Source ☐ Treatment ☐ Storage ☐ Distribution

4. Has any portion of your source, treatment, or distribution system been compromised or created a situation where the system users were without water?

☐ No ☐ Yes If yes, please explain.

5. Is the project required through an enforcement action, such as a DOH violation, DOH and/or EPA consent order, judicial order, compliance schedule?

☐ No ☐ Yes If yes, indicate the type, date of execution and reason for the enforcement action as it relates to the project. Please submit a copy of the executed enforcement action or compliance order with the grant application.

6. Describe the project's community impacts, including but not limited to, public support for the project, critical community resources served by this project, economic development impacts, or any negative/positive effects on a designated Environmental Justice (EJ) area. Information on EJ areas can be found on DEC's [website](#) and [DECInfoLocator mapper](#).

7. Is the project identified in any regional planning initiatives (e.g. a Comprehensive Plan, Regional Planning document, Waterfront Revitalization Plan, Watershed Plan or Estuary Plan)?

☐ No ☐ Yes

If yes, describe below and attach applicable documents:

8. Does the project require easements or land acquisition?

☐ No ☐ Yes

If yes, describe the status of obtaining the easements and/or land.
If the process has been completed, attach the Title Certification
and/or proof of easement acquisition.

9. Describe the current status of the project and your ability to demonstrate readiness to proceed including, but not limited to, an executed engineering agreement for design services, executed professional services agreements, detailed project schedule, and plans and specifications.

10. Does the project require a debt exclusion approval from the Office of the State Comptroller (OSC)?

☐ No ☐ Yes

If yes, describe the status. If the debt exclusion has been
approved, attach the OSC approval letter.

11. Has the applicant submitted timely Annual Financial Report Update Documents (AUD) to OSC for each of the last three years?

☐ No ☐ Yes

If no, please explain:

E. TOTAL PROJECT BUDGET

Please add line items to the budget as needed. If you have additional questions, please call EFC or refer to the Intended Use Plan. All costs must be based on estimates that are not more than 6 months old.

Category	Estimated Costs
1. Construction Costs	
Contract 1	\$
Contract 2	\$
Contract 3	\$
Contract 4	\$
2. Engineering Costs	
a. Planning	\$
b. Design	\$
c. Construction	\$
d. Other	\$
3. Other Expenses	
a. Local Counsel	\$
b. Bond Counsel	\$
c. Work Force	
- Technical	\$
- Administrative	\$
d. Fiscal Services	\$
e. Net Interest	\$
f. Miscellaneous (please describe)	\$
Mailings, Newspaper, Etc.	\$
SRF Issuance Costs (~3%)	\$
	\$
4. Equipment	\$
5. Land Acquisition	\$
6. Contingencies	\$
7. Total Project Costs (sum lines 1-6)	\$
Date cost estimate was developed:	

F. PLAN OF FINANCE

If awarded a grant, please identify all applicable sources of funding available that will be used to pay project costs not covered by the grant being applied for. Please provide as much detail as possible for the source of funds in the plan of finance.

Note: Projects that are not using SRF financial assistance for the balance of their project:

- will not be added to the SRF Intended Use Plan and
- must be prepared to fund the balance of the project with funding similarly low cost to SRF financial assistance

Type	Amount	Details	Not Applicable
DWSRF Financial Assistance SRF No. _____ <i>List project number if project is currently on the IUP</i>	\$		<input type="checkbox"/>
Municipal Contributions	\$	Source: _____	<input type="checkbox"/>
Municipal Interfund Borrowing	\$	Source: _____	<input type="checkbox"/>
Non-EFC Debt (BAN, Bonds, other) <i>Debt instruments not provided by EFC</i> <i>If a BAN is callable, provide a call date</i>	\$	Type: _____ Issue Date: _____ Call Date: _____	<input type="checkbox"/>
	\$	Type: _____ Issue Date: _____ Call Date: _____	<input type="checkbox"/>
	\$	Type: _____ Issue Date: _____ Call Date: _____	<input type="checkbox"/>
	\$	Type: _____ Issue Date: _____ Call Date: _____	<input type="checkbox"/>
Non-EFC Grants <i>Indicate grant program and status of application/award</i> <i>Submit grant award letter if received</i>	\$	Program: _____ <input type="checkbox"/> Applied <input type="checkbox"/> Awarded	<input type="checkbox"/>
	\$	Program: _____ <input type="checkbox"/> Applied <input type="checkbox"/> Awarded	<input type="checkbox"/>
	\$	Program: _____ <input type="checkbox"/> Applied <input type="checkbox"/> Awarded	<input type="checkbox"/>
Other Funding	\$	Please Describe:	<input type="checkbox"/>

G. REQUIRED DOCUMENTS

1. The following documents are **required and must be submitted with all applications** if not previously submitted to DOH/EFC. If any of these items are unavailable, do not continue with the application at this time.

Enclosed	Previously Submitted to EFC	
<input type="checkbox"/>	<input type="checkbox"/>	Engineering Report
<input type="checkbox"/>	<input type="checkbox"/>	Smart Growth Assessment Form
<input type="checkbox"/>	<input type="checkbox"/>	Environmental Review Determination
<input type="checkbox"/>	<input type="checkbox"/>	SHPO Project Review Determination Letter
<input type="checkbox"/>	<input type="checkbox"/>	Board Resolution Authorization to submit grant application
<input type="checkbox"/>	<input type="checkbox"/>	Authorizing Resolution (Certified) <i>(Bond Resolution or Board Resolution describing Plan of Finance)</i>

2. The following documents are **required as indicated and must be submitted with the application** if not previously submitted to EFC. If any of these items apply to your project and are unavailable, do not continue with the application at this time.

Enclosed	Previously Submitted to EFC	Not Applicable	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Project Intermunicipal Agreement (Valid and Binding) <i>(Required if applying for IMG)</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	DWSRF Financing Application <i>(Required if applying for WIIA or IMG grants with DWSRF Financing)</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water District Documentation, including any OSC Approvals <i>(Required for WIIA or IMG if applicable to your project)</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Award letter for any awarded grant related to project <i>(Required for projects that have received co-funding)</i>

H. ACKNOWLEDGEMENTS

1. Upon submission of this application, you acknowledge your responsibility to comply with New York State Executive Law, Article 15-A with respect to Minority and Women's Business Enterprise (MWBE) participation and Equal Employment Opportunity (EEO) requirements, and Article 17-B with respect to Service-Disabled Veteran-Owned Business (SDVOB). By checking this box, you acknowledge that you are aware of these obligations and that you are authorized to make this acknowledgement on behalf of the applicant.

MWBE goals for WIIA or IMG with CWSRF financial assistance - 20%

MWBE goals for WIIA or IMG without CWSRF financial assistance - 30%

EEO goals for all applicants - % varies by County (<http://www.efc.ny.gov/mwbe>)

SDVOB goals without DWSRF financial assistance – 6%

SDVOB goals are not required, but encouraged, with DWSRF financial assistance

☐ Acknowledged

2. Upon submission of this application, you acknowledge that to receive financial assistance through the CWSRF, you will need to meet federal requirements and appropriate language must be included in the recipient's contracts. These requirements include, but are not limited to, Davis-Bacon and related acts, and American Iron and Steel. Recipients of financial assistance will be required to perform certain actions to verify compliance and ensure certain provisions are contained in all contracts and subcontracts. By checking this box, you acknowledge that you are aware of these requirements and that you are authorized to make this acknowledgement on behalf of the Applicant.

Please refer to the current IUP for additional detail regarding your responsibilities under these programs.

☐ Acknowledged

3. Upon submission of this application, you acknowledge that if you are not using SRF financial assistance to fund the balance of your project that you will be prepared to fund the balance of the project with funding similarly low cost to SRF financial assistance.

☐ Acknowledged



I. SIGNATURE FOR GRANT APPLICATION

CERTIFICATION: On behalf of the Applicant, and in accordance with the board resolution by

Town of Lewisboro
(Governing Body of Municipal Applicant)

authorizing me to do so, I apply for a WIIA grant and/or IMG grant for the project described in this application. By signing this application, I certify and agree on behalf of the Applicant and its governing body that all of the information contained in this application, in other statements and exhibits attached hereto or referenced herein, and in all statements, data and supporting documents which have been made or furnished for the purpose of receiving a WIIA grant or IMG grant for the project described herein, are true, correct and complete to the best of my knowledge and belief.

I further agree on behalf of the Applicant that, if DWSRF assistance is provided for the project described in this application, the Applicant shall comply with all applicable provisions of the Federal Safe Drinking Water Act, 42 U.S.C. §§ 300f, et seq., and applicable provisions of state law, codified under Chapter 413 of the Laws of New York of 1996, 10 NYCRR Part 53, and 21 NYCRR Part 2604, as amended, regarding DWSRF assistance.

I further agree that the Applicant will comply with the provisions of the Minority and Women's Business Enterprise – Equal Employment Opportunity requirements of Article 15-A of the New York State Executive Law and will maintain such records and take such actions necessary to demonstrate such compliance throughout the construction of the project.

Further, I acknowledge that offering a written instrument knowing that the written instrument contains a false statement or false information, with the intent to defraud the State or any political subdivision, public authority or public benefit corporation of the State, with the knowledge or belief that it will be filed with or recorded by the State or any political subdivision, public authority or public benefit corporation of the State, constitutes a crime under New York State Law.


(Signature of Authorized Representative)

Peter Parsons, Supervisor

(Name and Title)

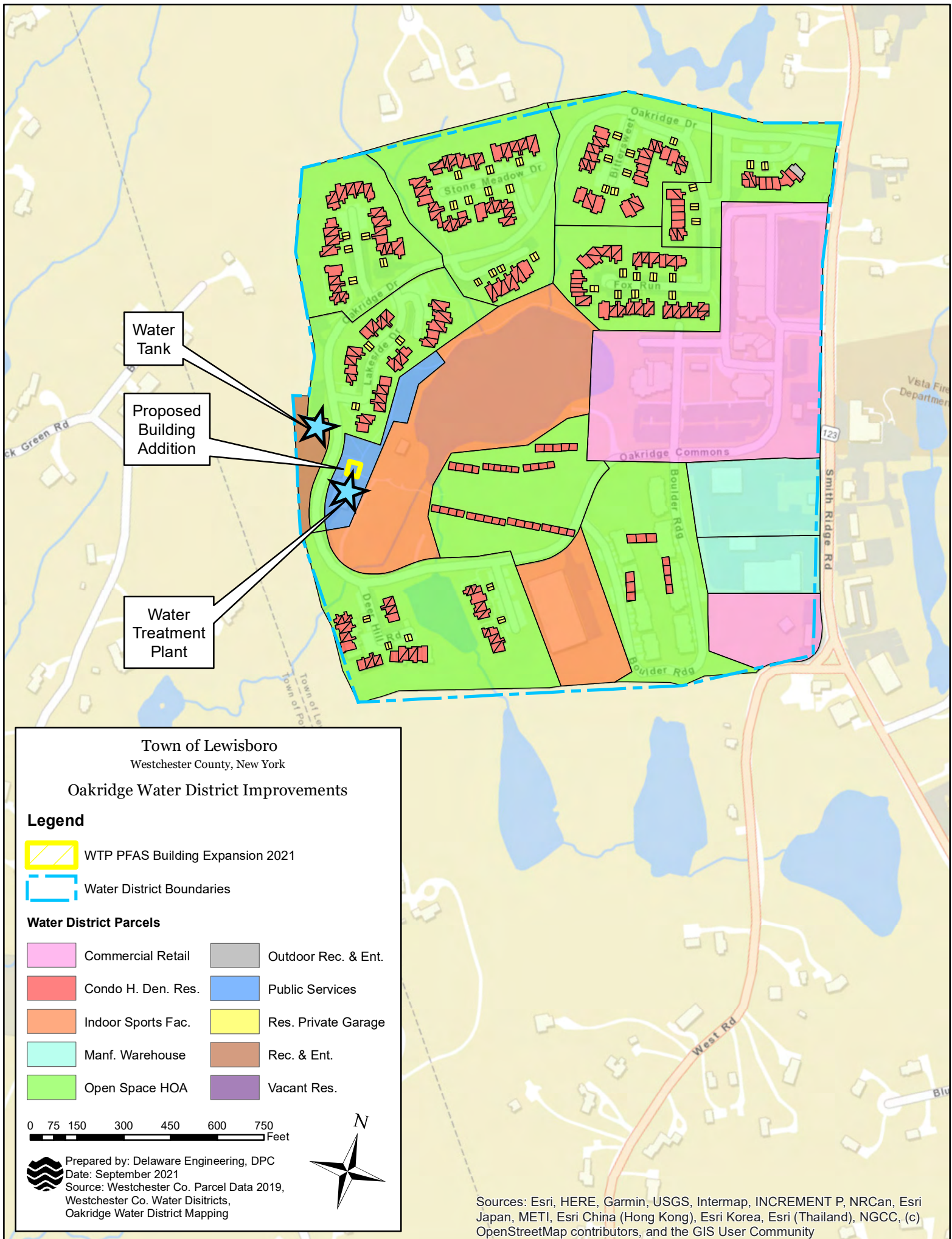
Town of Lewisboro

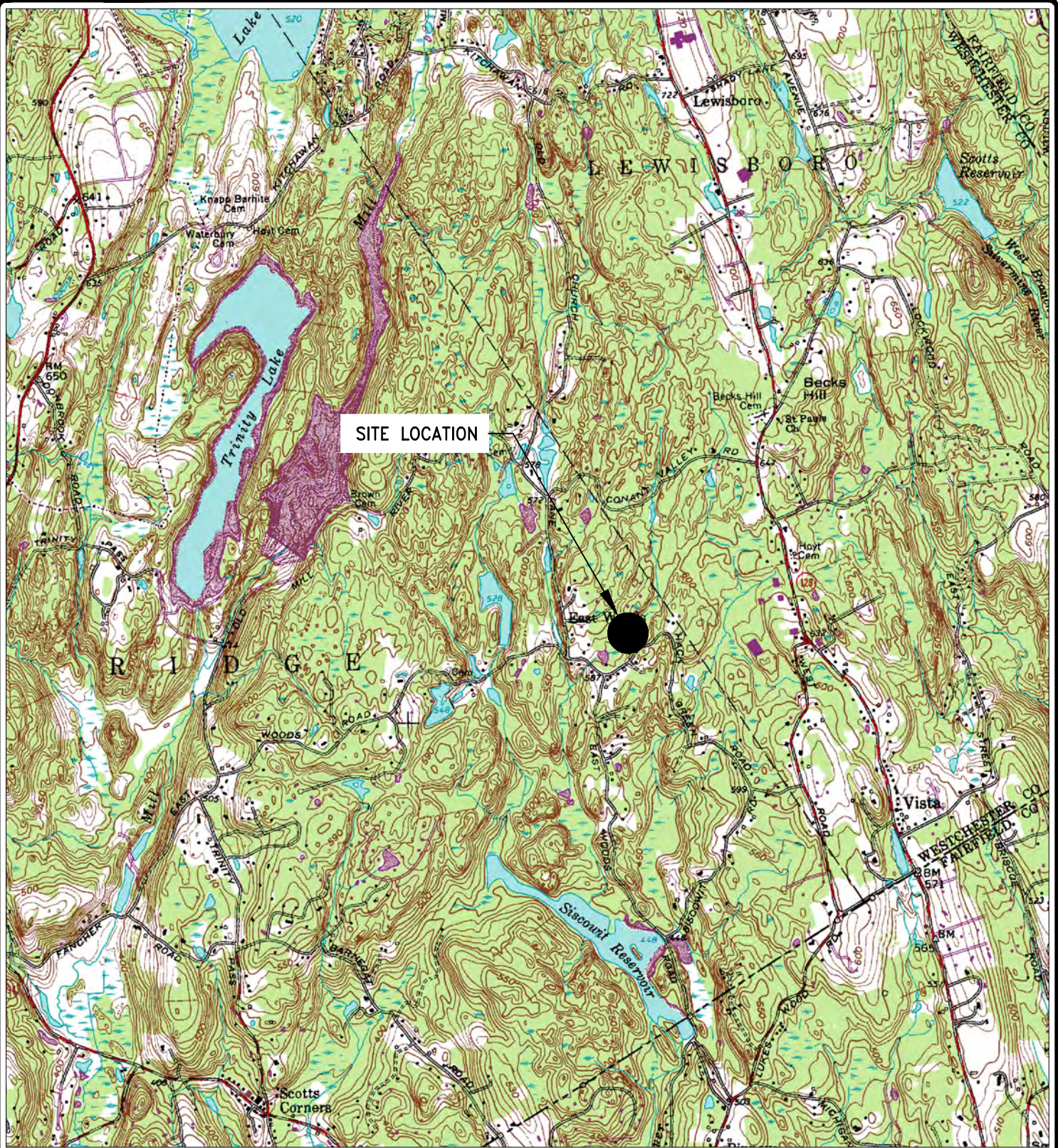
(Municipal Applicant)

11/12/21
(Date)

Town of Lewisboro
Oakridge Water District Improvement & PFAS Removal (18893)
WIIA/DWSRF Applications

1. Service Area Map





SITE LOCATION MAP

REVISIONS		
NO.	DATE	DESCRIPTION

DATE:	5/27/2021
DRAWN BY:	
SCALE:	1:2400
REVIEWED BY:	
PROJECT NO.:	
FILE:	



**DELAWARE
ENGINEERING, D.P.C.**
CIVIL AND ENVIRONMENTAL ENGINEERING

28 MADISON AVENUE EXTENSION, ALBANY, NY 12203 - 518.452.1290
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31 NORTH MAIN STREET, LIBERTY, NY 12754 - 845.747.9952
6 TOWNSEND STREET, WALTON, NY 13856 - 607.865.9235
16 EAST MARKET ST., RED HOOK, NY 12571 - 518.452.1290
548 BROADWAY, MONTICELLO, NY 12701 - 845.791.7777

SHEET NO:

TOWN OF LEWISBORO, NY
OAKRIDGE WATER DISTRICT
WTP UPGRADE PROJECT

**Town of Lewisboro
Oakridge Water District Improvement & PFAS Removal (18893)
WIIA/DWSRF Applications**

2. Planning Excerpts

Lewisboro **Town Master Plan**

Town of Lewisboro
Westchester County, New York

Adopted by the Town of Lewisboro Planning Board
May 24, 1985

Introduction

The rolling hills and numerous lakes of Lewisboro along with heavily wooded areas and scattered open fields crossed by streams provide an exceptional, and relatively rural, environment for the Town's residents. The man-made features added over a 200-year period - stone walls, stately homes, small cemeteries, churches, local roads and several of the lakes - have complimented the setting. But continued development and the concentration of population in small areas lacking central water or sanitary sewer systems is beginning to alter the balance that had long been maintained between the land's ability to sustain development and the level of development. The challenge faced by the Town over the past twenty years has been the preservation of Lewisboro as a special place to live with a sound ecological system.

To meet this challenge, the Lewisboro Planning Board, with the support of the Town Board, adopted the first Town Development Plan in June 1973. Often referred to as the master plan, the Town Plan contained policy guidelines which provided invaluable direction for land use, zoning, park planning and Town program decisions made throughout the 1970s. Many of the Plan's recommendations were implemented. By 1979, new problems and issues were rising which exceeded the document's scope and more detailed information was becoming available on characteristics such as soils and wetlands. That year the Planning Board began a program to update the Town Plan and Plan map.

From an initial request to community groups for thoughts on what changes in the Plan should be considered, through a review of five base studies and four planning analysis reports, to a series of four public information sessions held in January and February 1984, the Planning Board has spent considerable time evaluating aspects of present and possible future development in Lewisboro. A draft Town Master Plan was completed and distributed for review in January 1985. On March 6, 1985, the Board held a public hearing on the draft Town Plan.

After considering all comments made during the review period and at the public hearing, the Planning Board revised and finalized the draft text and Plan Map. The result is this document, a new Town Master Plan including a new Town Plan Map.

The Town Plan is a statement of policies and recommendations on future land use, zoning and development decisions which will be made in Lewisboro over a long period of time. The proposals do not have the authority of law or regulation. By itself, the Plan will accomplish nothing. It is similar to a road map - it must be followed carefully and intelligently in order to reach the stated goals.

As summarized on Table 4, "Total Area by Zoning District", the two acre residential district includes 51% of the total Town area. The zoning district encompassing the next highest percentage of total Town area is the four acre residential district with 31%. The amount of undeveloped land in each zoning district varies considerably. The district with the largest land area, R-2A, also has the highest percentage of undeveloped land for any single-family district (51%). The R-1A and R-MF Districts have at least one-half of their land area in the undeveloped category. While the R-1/2A and R-1/4A Districts are shown to have approximately 25% of their land area undeveloped, it is questionable if most of this land can be developed without improved central sewer and water systems. Approximately 28 of the 36 acres listed as undeveloped in the RB District are located on one lot which also contains the Goldens Bridge shopping center. The other undeveloped acres in the RB and GB Districts consist of small separate lots and undeveloped portions of properties already containing businesses.

A detailed review of the land use by zoning district information was made in a research study for this Town Plan ("Base Study 2: Existing Land Use", October 1981). It found that:

- o 50% of the total area in the R-4A District is occupied by open space/recreation lands and water-bodies and only 14% is occupied by single-family residences.
- o Semi-public facilities are primarily located in the R-4A and R-2A Districts.
- o The office/research/light industry district is virtually undeveloped by its intended uses.
- o 51 acres or 54% of the total 95 acres of land in the retail/service and automotive service use categories are located in residential zoning districts.
- o Only 9% of the land occupied by two-family housing is located in the two-family zoning district.

1.4 Development in Progress

By necessity, land use surveys are based on a particular point in time. However, development in Lewisboro has been a continual process. Development projects often take a long period of time from the date they are first proposed

2.6 Potential Residential Growth

Information on the amount of undeveloped land gathered in the 1981 Land Use Survey, updated to October 1984, in combination with an estimated average lot size for future residential building lots has been used to derive an estimate of potential residential growth in Lewisboro. Adding this figure to existing development resulted in a projection of the Town's ultimate residential development - under the present Zoning Ordinance and Zoning Map - in terms of number of housing units and population. (In the "Residential Development" chapter of the Plan text, a different projection is made based on the land use and density recommendations of the Plan.)

Table 4, "Total Area by Zoning District," includes a calculation of the amount of undeveloped land in each of the Town's zoning districts. Use of each zoning district's minimum lot size requirements to estimate development potential would not take into consideration the loss of potential building lots due to road construction, design constraints and environmental limitations. For this analysis, the calculation of gross lot size was based on a review of recent subdivision experience, outlined in detail in "Planning Analysis 1: Residential Development". The result is a "development efficiency factor".

Table 10, "Potential Residential Growth," applies the development efficiency factors to the undeveloped land available in each residential district. The calculation shows that if all undeveloped land is developed for residential purposes, 4,022 new housing units could be constructed.

It should be emphasized that this projection is not based upon an actual property-by-property hypothetical subdivision layout that considers detailed development constraints. Such constraints are only considered inasmuch as they have been dealt with in the recent subdivisions which were studied. In addition, although undeveloped land is available in the smaller minimum lot size districts (less than one acre), the potential level of new construction cannot occur unless improvements were made to the water or sanitary sewer services in these districts. Actual construction on all undeveloped land would likely result in fewer building lots than the number derived here.

The results of combining the development potential numbers of Table 10 with the findings of existing residential development are shown on Table 11, "Ultimate Residential Development Potential". They show that, under 1984 zoning, approximately 7,500 housing units could be established in Lewisboro. The 1984 existing housing stock represents 46% of the projected ultimate zoning capacity of the Town. Table 11 also shows that the mix of type of housing units would not significantly change from the present mix.

3.0 PHYSICAL FEATURES OF THE LAND

As a rural community through most of the past 200 years, Lewisboro has seen its development both dependent on and shaped by the physical features of the land. Gently sloping areas became farmland while the streams became attractive sites for mills. Land of rough terrain and extensive wetlands were left undisturbed as these areas were uneconomical for use. Through this long period two characteristics persisted. First, the land could easily support the limited population living in Lewisboro and, second, there was no incentive for man-made alteration of the landscape other than clearing of woods.

The situation began to change after 1920. Improved transportation and the beauty of Lewisboro, in particular the lake areas, made the Town an attractive site for summer homes for the urban population of New York City. Residences were constructed around the natural lakes while new lakes were made. Over time, the concentration of population in small areas lacking central water or sanitary sewer systems began to alter the balance that had long been maintained between the land's ability to sustain development and the level of development.

Today, most of Lewisboro's single-family residences continue to be directly dependent on individual wells for water supply and on-lot septic fields for sewage disposal. However, while there were 37 persons per square mile in Lewisboro in 1920, by late 1984 there were 354 persons per square mile and little likelihood that the several small central water and sewer services would be significantly expanded in the future to serve either existing or new development. Compounding this increasingly delicate environmental situation is the reality that most of the easily developed land in Lewisboro has been subdivided and developed. Future construction will of necessity be focused on the more difficult terrain that has in the past been left undisturbed. As a result, planning for Lewisboro's future must incorporate full consideration of the natural environment.

3.1 Topography and Surface Hydrology

Lewisboro is characterized by rolling, often steep hills, stream valleys and numerous wetlands. Elevations range from 200 to 940 feet above sea level. The lowest lying land is adjacent to the Muscoot Reservoir at the western edge of the Town in Goldens Bridge. The highest point is the top of a bluff on the North Salem town line in Mountain Lakes Camp, 470 feet above the surface of Lake Rippowam. The most extensive high area is the land crossed by West Lane, Elmwood Road and Stonewall Court in Vista at an average elevation of 750 feet. (This information is shown on a Topography and Surface Hydrology interpretative map which was prepared as part of the Town Plan to illustrate Lewisboro's topography in detail. The various elevations are colored in fifty foot

policies. In addition, the County Administrative Code states that the County Planning Board shall find "procedures for bringing pertinent inter-community and countywide considerations to the attention of municipalities." One means the Board has utilized for fulfilling its responsibilities has been the development of a series of planning documents.

Urban Form. The primary Westchester County planning document is titled Assumptions, Goals and Urban Form. It is intended to serve as a "guide for land development decisions which need to be made by the private sector and government agencies at all levels in their development of land and facilities and the provision of services." Originally prepared in 1971, the present version was adopted by the County Planning Board in January 1975. The document was also "cross-accepted" by the Tri-State Regional Planning Commission as the official portion of the regional plan for Westchester County.

The focus of Assumptions, Goals and Urban Form is on development patterns and density, not on varying land uses. It is for this reason that the concept "urban form" is used rather than land use. Five distinctive forms of development were delineated: concentrated urban center, high density urban area, medium density suburban area, low density rural area, and open space.

The classification of the County's land into these recommended density categories was based partially on existing development but mainly on application of key policy statements. These statements are:

- o The existing urban centers should be expanded and intensified.
- o The natural valley system, where corridors of development have historically evolved, should be enhanced by developing a balanced transportation system that will provide an alternative to the automobile, and by extending water and sewer utility lines.
- o Open space should continue to define, shape and provide relief and contrast to the urban environment. Community separation and identity should be maintained by a distinct decrease in development densities as one moves away from the centers.

The resulting Urban Form Concepts plan map is reproduced as Figure 5.

The most extensive portion of Lewisboro is shown to be recommended for low density rural development. In the eastern end of the Town, Vista, South Salem and the lake communities are recommended as medium density suburban areas. Overall this category contains more land than any other in

Westchester. Areas with this designation are expected to have public water and sewer systems available either at present or in the near future. The dominant land use will likely be single-family residential although attached or multi-family residential and limited office and commercial development would not be inconsistent as long as it is within the recommended density and floor area ratio ranges established by Urban Form.

The western end of Lewisboro is shown to contain a narrow corridor parallel to Interstate 684 appropriate for high density urban development. This corridor is bordered by a wider medium density suburban area which extends east to include the Lake Katonah community. Located within high density urban areas are concentrated urban centers. One such center is shown to be Goldens Bridge. The centers represent the highest density levels in the County although the centers themselves vary in size from major (White Plains) to intermediate (Mount Kisco) to local (Goldens Bridge).

Since the adoption of Assumptions, Goals and Urban Form, the County Department of Planning has intended to produce a series of refinements to the Urban Form Concepts plan map. These refinements are to reflect increased consideration of environmental factors, conformance with the more recently adopted County Parks and Open Space Plan, and a more detailed breakdown of the five urban form categories. This last area of refinement is perhaps the most important. For example, the present high density urban classification which is recommended for the Interstate 684 corridor in Lewisboro includes a density range of 8 to 128 dwelling units per net acre. The density range in the medium density suburban area is 1 to 16 dwelling units per net acre.

Several areas of Lewisboro will likely be affected by the refinement process. First, the boundaries of the Vista and South Salem hamlets along with the lake communities will be more accurately located to reflect the areas likely to be served by future public water and sewer systems. Second, the Cross River hamlet, which does not appear at all on the present plan map, will be added. Here, as in the other hamlet areas, a more limited recommended density range will be redefined at lower density levels and will recognize more limited areas which are likely to be served by public water and sewer systems. However, the overall concept of intense higher density development in areas adjacent to Interstate 684 will likely remain unchanged.

Open Space. In June 1976, the Westchester County Planning Board and the Westchester County Parks, Recreation and Conservation Board adopted the second element of the County Comprehensive Plan, the Policy on Parks and Open Space. Recommended policies include creating linear open space linkages between major open space and recreation areas,

traffic. Land adjacent to Route 22 along Interstate 684 between Route 138 and the Exit 6A ramp is the only area in Lewisboro potentially suitable for this type of land use.

- D. The construction of central sewer or water service over a broad area of Lewisboro is not likely. The level of development recommended by this Plan does not support new large systems. The efficient expansion of centralized systems in the moderately high density hamlets may be possible. In other areas, the improvement or provision of central water systems should be explored, as appropriate, depending on the scale of new construction or the availability of funding.

- o The relationship of housing to the hamlet centers with higher densities within each center and with gradually decreasing densities as distance increases from the hamlet center.
- o The physical character of the land, both in terms of the limitations imposed on development and in terms of the desirability of preserving natural features and ecological balances.
- o The road system's ability to serve increased development.
- o The availability of community facilities and water and sewer systems.
- o The existing character of residential development in the area.

While similar guidelines were utilized in developing the 1973 Town Plan Map, the Town Plan update process has assembled new information which lead to a more refined and a somewhat different application of these guidelines in implementing the Plan policies on the new Town Plan Map. The following changes have occurred since 1973 and have affected the recommendations shown on the Plan Map:

- o The 1982 Development Limitations Summary map provides more detailed and accurate information on environmental conditions including soil types, wetlands and slopes which was not available in 1973 when the original land use and density assignments were made on the Town Plan Map.
- o The likelihood of major infrastructure construction and improvement is more remote than anticipated in 1973. Such projects include new highways and central water and sewer systems. Recent evaluation of the Town's infrastructure questions if some of the once proposed projects continue to be necessary, desirable or consistent with the goals of the Town Plan.
- o The long-term negative environmental and economic consequences of residential development at an in-between density (too dense to be considered semi-rural in character but still marginally capable of supporting on-lot water and sewerage service) have become more apparent.
- o Consistent with the recommendations of the 1973 Plan, multi-family residential developments which increase the range of available housing have been approved by the Town and are now under construction. One of these projects will include 45 housing units priced

Town limits and they now provide a reasonably high level of service. When consideration is given to the plans for future development of these centers by the communities in which they are located, it can be concluded that each will continue to serve a strong community center role. It is therefore unlikely that any of the existing neighborhood centers in Lewisboro would expand to the size of a community center as a result of normal market forces.

This Plan does not support such expansion within the Lewisboro hamlets.

- o **Neighborhood Centers.** Three of the four Lewisboro hamlets are served by a neighborhood center located in the hamlet. Each of these centers contains a supermarket, drug store, and - upon completion of the proposed expansion of Oakridge Common in Vista - banking services, food services, a small range of miscellaneous retail goods, personal services and professional offices. Residents of the one hamlet lacking a neighborhood center, South Salem, split their patronage among Cross River, Vista and Ridgefield, which in this instance can also be considered to fulfill a neighborhood center role for South Salem. Scotts Corners in Pound Ridge and Katonah in Bedford also serve as neighborhood centers for residents of nearby sections of Lewisboro.

This Plan recommends that Goldens Bridge, Cross River and Vista hamlets be maintained as neighborhood centers. The Plan also provides for the development of a small neighborhood center in South Salem in response to Town growth. Such a center could strengthen the hamlet but only if designed to complement and enhance the existing character.

Table 16 "Potential Demand For Hamlet Business Development", summarizes the findings of "Planning Analysis 2: Commercial Development", July 1982, with regard to identification of the development potential of local business areas. If Lewisboro were to be fully developed in accordance with the zoning regulations in place in 1981, the ultimate population of the Town could support 1.4 million square feet of business floor area. However, in accordance with the policies of this Plan, much of the future demand for retail and business services by Lewisboro residents will be met outside of Lewisboro as it is now. Therefore, the ultimate demand could better be described as supporting a range of business floor area

A remaining matter of importance is the necessity for capital improvements such as street improvements, possibly including traffic signals, and water and sewer facilities. Most existing campus commercial uses in the region have met the cost of such improvements and facilities at their own expense with no capital cost incurred by the municipality. Such an approach avoids burdening residents with costs which would otherwise be unnecessary.

The establishment of a limited amount of campus commercial development in Lewisboro would have several potential advantages or benefits for the Town. As discussed above, these include: a broader tax base which would provide residential property owners some relief from the property tax levels which would otherwise be incurred; the establishment of attractive, permanent open space areas; and a lesser long-term need for provision of Town and school district services than would be required by other types of development.

The above discussion of characteristics also highlights that this type of non-residential development can potentially produce significant disadvantages which, unless dealt with and resolved before approval, could alter the quality of life in Lewisboro and conflict with achievement of the Plan's major goals. These dangers include: an increase in peak-hour traffic levels, increased demands on water supplies, conflicts with adjacent residential areas and loss of important natural features.

2. Development Standards. The following standards are established to provide detailed guidance for the Town in evaluating any request for permission to construct a campus commercial development. They should also be used to redraft the Office/Research/Light Industry ORL-10 District regulations of the Lewisboro Zoning Ordinance. In both applications, the standards are intended to supplement the Plan policies listed in Chapter I, not to supplant them:
 - a. Total Land Area. The total land area occupied by campus commercial facilities should not exceed approximately 1% of the Town's total area - approximately 200 acres.
 - b. Size of Development Area. Any specific area which is to be developed for campus commercial uses should encompass one or more lots totaling at least 50 acres. Smaller development areas could not be adequately buffered from adjacent

Lands under the sponsorship of conservation groups contributed the greatest increase of any single open space category with a 12-year increase of 267 acres. The new conservation parcels include areas of major wetlands and steep slopes identified on the 1973 Town Plan Map. Conservation (Section 281) subdivisions have contributed 189 acres since 1972. Through these subdivisions, several areas of steep slopes, hilltops and wetlands, identified on the 1973 Town Plan Map as worthy of preservation, have been placed in permanent open space lands intended to remain basically wild. An additional 63 acres are covered by conservation easements which preclude future development. Together, the old and new conservation lands establish a widespread outline of open spaces that will be seen in the future as increasingly important for maintaining a rural atmosphere in Lewisboro.

It is significant to note that the increase in open space conservation lands did not come at any expense to the Town aside from some reduction of property tax revenues on the individual lots involved. This reduction may be partially compensated by an increase in value in adjacent and nearby residential properties which benefit from proximity to the permanent open spaces.

Lewisboro is fortunate to have two County parks located partially within the Town limits. Although designed and maintained by Westchester County as regional facilities, their proximity makes them as accessible to Town residents as the Town parks and preserves. These facilities provide numerous recreational opportunities and establish a major element of a protected open space network without direct cost or administrative responsibilities for the Town.

The reservoir systems located within and adjacent to Lewisboro have remained essentially stable over the 12-year period. These waterbodies and adjacent watershed lands provide another unique open space resource for local residents.

The Waccabuc Country Club remains the single largest private recreation operation in terms of land area. The remaining private recreation uses consist of facilities operated by the several lake community associations which focus on beach uses and some racquet sport courts. Other facilities include the Laural Pond Swim Club, the recreation complex at Oakridge and the indoor tennis courts in Vista. There are no semi-public multi-use facilities such as a YMCA or Jewish Community Center in Lewisboro.

D. Fire Protection

The Town of Lewisboro is divided into three fire districts: Goldens Bridge, South Salem and Vista. Each district is served by a volunteer fire department from one station house. The three existing fire districts provide a rational division of the Town of Lewisboro to meet present fire protection needs. Each of the three fire houses is located on a State highway providing access to all parts of the fire district. The fire houses of all three districts are also located in close proximity to the high value areas of their districts.

No new fire district facilities are likely to be needed in the future. The taxing authority of the fire districts has assured that each district has adequate equipment for present and foreseeable future needs.

A constant problem facing all three fire districts is access to adequate water sources. Water systems with mains and hydrants exist in few sections of Lewisboro and are unlikely to ever be broadly expanded. In light of this fact, the Town should require the establishment of emergency water sources for fire fighting purposes in newly developing areas. New central water systems should be required to include hydrants. Dry hydrants should be required to allow water to be readily drawn from existing or new ponds during emergencies. In other situations, access should be provided for fire trucks to reach existing potential water sources such as ponds and streams. Fire protection should also be considered as an integral component of the review of new site development proposals in commercial areas.

One aspect of fire protection which is likely to become a problem within the next few years is the availability of volunteers to operate the fire districts. As the composition of the Town's residents changes, there are fewer people able to or willing to volunteer their time and energy. Elements contributing to the problem are an aging population, the increase in number of household members who work full-time which reduces the time available for individuals to spend outside of the home, and the professional employment background of new residents. The use of volunteers in fire protection reduces costs dramatically. Efforts should be made to continue and encourage local participation. If the decline in number of volunteers continues, the Town must prepare to confront the establishment of a paid fire protection staff.

A significant addition to the safety and welfare of Lewisboro residents came about on January 1977 when the Lewisboro Volunteer Ambulance Corps began operation. Originally based in the Cross River Professional Building,

projection of 13,000. The 1990 enrollment projection is 3,000 students, equal to the present enrollment level.

3. Future School Development. The revised ultimate enrollment levels described above reduce the need for the extensive program of land reservation called for in the 1973 Town Plan. The present land area held by the school district at the John Jay campus, Increase Miller School and Meadow Pond School should be sufficient to house any new construction which may ultimately be required.

F. Sewerage Facilities

One topic which repeatedly becomes a concern in all development, existing and proposed, in a growing area is the adequate provision of sanitary sewage disposal. Where large public sewerage systems serving a broad geographical area do not exist, the potential for new systems being created is remote. In the 1970s, a planning concept which called for the installation of small community or private sewage collection and treatment systems was seen as a means of allowing denser residential and commercial development. Since then, however, the costs of constructing and then maintaining a small sewage treatment plant have risen so high that the installation of such systems has become unlikely. The primary means of sewage disposal will continue to be the septic tank and field treatment of effluent approach or more advanced technology variations of on-site treatment.

Two community sewerage systems are operating in the Town of Lewisboro and one additional system has been proposed. The oldest is the Wild Oaks Sanitary Sewer District in Goldens Bridge. Its presence has allowed the development of a sizeable area of multi-family housing and it has the potential for serving a broader area in proximity to Route 138 and Route 22.

The second system was constructed at the other end of the Town as part of the utility system for the Oakridge condominium and commercial development in Vista. This system may have the potential to serve additional development on nearby properties.

A third community sewerage system has been approved to provide service to the Meadows, a large condominium development in Cross River. This system will have the potential to serve development on adjacent properties including Cross River Plaza.

Development in the remainder of Lewisboro is served by in-ground septic tank and field treatment systems usually on an individual lot or building basis. This reliance on

individual systems has caused localized problems where soils are not suitable for the systems, development densities are too high, or disposal areas are located too close to lakes and streams. A primary objective of this Plan is to better relate the development limitations of soils for sewage disposal to recommended residential density levels. If public improvements in the provision of areawide sanitary sewage collection and treatment facilities are not going to be made, then development must be planned at densities which the land itself can support.

Even without future public sewerage systems, a community of individual septic systems and single-family residences on large lots is not necessarily the only future development alternative available to the Town. The use of common septic systems may be desirable in clustered housing developments. Other types of sewage disposal may also be possible dependent on the scale and characteristics of individual projects, especially in combination with the provision of central water supply.

G. Water Supply

As installation of new public and private sanitary sewerage systems has become unrealistic, increased attention is being paid to the provision of central water supplies. The costs of constructing a central water system are more manageable than those of a sewage system. In addition, decreasing the number and location of wells increases the opportunities for in-ground sewage disposal systems and for a wider variety of development options.

There are no publicly-owned water supply systems in the Town of Lewisboro but there are nine major central supply systems. Four systems were built many years ago to serve the lake communities - Goldens Bridge Colony, Lake Katonah Club, Truesdale Lake Property Owners Association and Twin Lakes. The quality and adequacy of these systems vary and not all homes in the respective lake areas are connected. The five newer systems were constructed as components of residential development projects and include Wild Oaks and Indian Hill in Goldens Bridge, Oakridge and Soundview Loop in Vista, and Hunt Farm in Cross River.

Continued maintenance and modernization of the existing systems is extremely important. New central systems should be established or existing systems expanded as part of new developments when such an approach is reasonable in terms of density, scale of development, soils limitations and proximity to existing systems.

Because all of Lewisboro's present water supply, both central systems and individual lot wells, is drawn from ground water, the protection of known aquifers is an

objective of this Plan. Protection is needed from contamination and from over-development with ground water recharge areas left in an open state.

Any land use which would result in solid waste leachate, road salt, petroleum, or domestic waste percolating into ground water should be strictly controlled and, when possible, prohibited in aquifer recharge areas. All potential major water users should be required, as part of the development approval process, to establish a water level monitoring program for pre-existing wells in the nearby area. Both of these actions are positive steps which can be taken to protect existing water sources and to produce a data base on water resources.

H. Library Service

The South Salem Library, established in 1798, is one of the oldest libraries in New York State. The existing library building was completed in 1964 and more recently expanded on the present one-half acre site between the Lewisboro Town House and South Salem Post Office on Main Street. The one-story structure contributes to establishing a public common of Town facilities.

The South Salem Library has approximately 25,000 books, magazines and pamphlets in its circulating collection. It is a member of the Westchester Library System which provides considerable assistance to member libraries and Westchester residents who utilize them. A major portion of the South Salem Library's operating funds are provided by the Town of Lewisboro.

The present library structure is located in the geographical center of Town. Although it is several miles from the Goldens Bridge and Vista hamlets, the concept of branch libraries is not considered a cost-efficient or necessary service-oriented move today. Residents of these two hamlets have an option of using the larger Katonah and New Canaan Libraries respectively.

I. Refuse Collection and Disposal

There are two aspects to the refuse or solid waste problem: collection and disposal. Refuse collection is generally considered to be a local problem and can be accomplished by either the Town or individuals contracting with private collectors or by a municipal collection system. Refuse disposal has become an increasingly difficult and complex operation which can most adequately be handled by an inter-municipal, county or regional system.

Town of Lewisboro
Oakridge Water District Improvement & PFAS Removal (18893)
WIIA/DWSRF Applications

3. Regulatory Correspondence

3/15/21

JOEL
TONY

George Latimer
County Executive

Sherlita Amler, M.D.
Commissioner of Health

March 1st, 2021

Town of Lewisboro
11 Main St
South Salem, NY 10590
Attn: The Honorable Peter H. Parsons, Town Supervisor

RE: Violation ID: 2021 1123
PFOS MCL Violation
Oakridge Water Company
Lewisboro (T)
PWS ID: NY 5918395

Dear Supervisor Parsons:

A review of Perfluorooctanesulfonic acid (PFOS), Perfluorooctanoic acid (PFOA), and 1,4-Dioxane sampling results for the 1st quarter 2021 monitoring period for the above referenced public water supply revealed that the PFOS level exceeded the Maximum Contamination Level (MCL) of 0.0000100 milligrams per liter (mg/L) with an average value for the quarter of 0.0000145 mg/L. This constitutes non-compliance with Part 5, Subpart 5-1, Section 5-1.52, Table 3 of the New York State Sanitary Code (NYSSC).

You are reminded that Tier 2 Public Notification must be made within thirty (30) days from the date of this notice in accordance with Part 5, Subpart 5-1, Section 5-1.52 Table 13 and 5-1.78 of the NYSSC. Further, certification that the above notification was made and a copy of such notifications must be provided to the Department within ten (10) days of the completion of the notification requirement. A draft of the notice must be submitted to this Department for review prior to distribution.

Please find the attached Notice of Violation form generated by the New York State Department of Health Safe Drinking Water Information System (SDWIS) and recorded on its database.

In light of the above, it is requested that a proposal to provide a corrective action to the above MCL violations must be submitted to this Department no later than May 31, 2021.

Should you have any questions or require additional information, please contact Chika Amasiani at (914) 864-7338 or the undersigned at (914) 864-7348.

Very truly yours,



Zaw T. Thein, P.E.
Associate Engineer
Bureau of Environmental Quality

ZT:CA

Department of Health
25 Moore Avenue
Mount Kisco, New York 10549

Telephone: (914) 864-7348

Fax: (914) 813-1691



March 1, 2021
NOTICE OF VIOLATION
New York State Sanitary Code, 10 NYCRR Part 5

Mr. JOEL SMITH
PO Box 500
11 Main Street
SOUTH SALEM, NY 10590

Re: 02 - MCL, AVERAGE
Violation ID: 2021 1123
Determination Date: March 1, 2021
OAKRIDGE WATER DISTRICT
PWS ID: NY5918395
Lewisboro (T), WESTCHESTER County

Dear Mr. JOEL SMITH;

THIS IS A BASIC VIOLATION REPORT.

Violation ID: 2021 1123
Determination Date: 3/1/2021
Violation Type:
Name: 02 - MCL, AVERAGE
Analyte Group: PERFLUOROCTANE SULFONIC ACID (PFOS) - 2805
Analyte Name: PERFLUOROCTANE SULFONIC ACID (PFOS)
Analyte Code: 2805
Compliance Period Begin: 1/1/2021
Compliance Period End: 3/31/2021
Violation Period Begin Date: 1/1/2021
Violation Period End Date: 3/31/2021

Town of Lewisboro
Oakridge Water District Improvement & PFAS Removal (18893)
WIIA/DWSRF Applications

4. Detailed Project Schedule

Oakridge Water District

Detailed Project Schedule

- Complete SEQRA July 2021
- Complete SHPO August 2021
- Engineering Report Complete/Updated October 2021
- Adopt Bond Resolution November 2021
- Apply for State Revolving Fund November 2021
- Apply for WIIA November 2021
- Preliminary Design Start December 2021
- Final Design Start April 2022
- Final Design Complete August 2022
- Regulatory Review/Approval December 2022
- Permitting Completed December 2022
- Bidding March 2023
- Notice to Proceed April 2023
- Construction Start May 2023
- Construction Complete December 2023

**Town of Lewisboro
Oakridge Water District Improvement & PFAS Removal (18893)
WIIA/DWSRF Applications**

5. Meeting Minutes/Town Website

MINUTES OF TOWN BOARD MEETING HELD ON JULY 26, 2021

A meeting of the Town Board of the Town of Lewisboro, Westchester County, New York, was held on July 26, 2021, at 7:30 p.m. at the former Lewisboro Elementary School Gymnasium, 79 Bouton Road, South Salem, New York.

PRESENT:

Supervisor	Peter Parsons
Council Members	Jane Crimmins, Tony Gonçalves, Richard Sklarin, Daniel Welsh
Town Clerk	Janet Donohue
Absent	None

Also attending was the Attorney for the Town Gregory Folchetti, Facilities Maintenance Manager Joel Smith and Police Officer Glen Zemanek.

Approximately 40 residents/observers attended the live meeting and approximately 36 participated via Zoom.

Supervisor Parsons called the meeting to order at 7:30 p.m.

EMERGENCY PROCEDURE

Supervisor Parsons noted the exits to be used in the event of an emergency.

PLEDGE OF ALLEGIANCE

The Supervisor led the Pledge of Allegiance to the flag.

COMMUNICATIONS

Supervisor Parsons stated the following:

The overwhelming consensus is that strict discipline needs to be observed in Board Meetings so I will ask that:

- 1. The Board members only answer questions and comments from the audience during the Polling of the Board section of the meeting.*
- 2. I plan to enforce silence by residents except during Public Hearings and Public Comment periods.*
- 3. If someone in the audience breaks this rule then, if the individual does not heed the chair, I will ask a police officer to escort that individual from the room.*

PUBLIC COMMENT PERIOD I

There were no public comments.

MINUTES OF TOWN BOARD MEETING HELD ON JULY 26, 2021

On motion by Supervisor Parsons, seconded by Mr. Gonçalves, the Board voted as follows:

THE VOTE:	Yes	- Parsons, Crimmins, Gonçalves, Sklarin, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

RESOLVED, that the Town Board does hereby authorize the emergency repairs to the Town Park retaining wall adjacent to the baseball field with a cost not to exceed \$30,000.

GAS STATION LAW – Discussion

Supervisor Parsons stated that in the past meetings the Board has discussed a revision to the gas station law and that those revisions have been forwarded to the County Planning Board and the Town Planning Board. Supervisor Parsons stated that they have heard back from both and would like to schedule a public hearing at the next Town Board meeting.

PUBLIC HEARING ANNOUNCED – Gas Station Law

On motion by Supervisor Parsons, seconded by Mr. Sklarin, the Board voted as follows:

THE VOTE:	Yes	- Parsons, Crimmins, Gonçalves, Sklarin, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Lewisboro will hold a public hearing on August 9, 2021, at 7:30 p.m., or soon thereafter as time permits, at the Lewisboro Library, 15 Main Street, South Salem, New York, 10590, for the purpose of hearing the public with regard to a proposed local law of the Town Code of the Town of Lewisboro which would amend Chapter 220; Zoning; 220-43.7 Gasoline Service Stations. At said hearing all interested persons are invited to attend and will be heard. The Town of Lewisboro is committed to equal access for all. Anyone needing accommodations to attend or participate in this meeting is encouraged to call the Town Clerk's office at 914-763-3511 in advance.

OAKRIDGE WATER DISTRICT – PFAS Treatment Project (9:24 – 9:28 p.m.)

Mr. Gonçalves stated that there are some administrative items that need to be taken care of related to the PFAS Plan which needs to be completed. He stated that this is an important step for when the town applies for the NYS EFC Water Infrastructure Improvement Act Grant. This has to be done in August so that the town is ready for the grant application which may be available as early as September. These items include:

MINUTES OF TOWN BOARD MEETING HELD ON JULY 26, 2021

1. Accept the Map and Plan 202(b) report provided by Delaware Engineering to NYS and Westchester County Dept. of Health.
2. Pass resolution determining the project to be a Type II Action under the NYS SEQRA. Type II means we can bypass State Environmental Quality Review Act review. Our planning engineer made the Type II determination
3. Schedule public hearing

OAKRIDGE WATER DISTRICT – Accept PFAS Treatment Project Map & Plan

On motion by Mr. Gonçalves, seconded by Mr. Sklarin, the Board voted as follows:

THE VOTE:	Yes	- Parsons, Crimmins, Gonçalves, Sklarin, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

RESOLVED, that the Town Board does hereby accept the Oakridge Water District PFAS Treatment Project map & plan 202 (b) report.

OAKRIDGE WATER DISTRICT – Project is Type II Action under SEQRA

On motion by Mr. Gonçalves, seconded by Mr. Sklarin, the Board voted as follows:

THE VOTE:	Yes	- Parsons, Crimmins, Gonçalves, Sklarin, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

RESOLVED, that the Town Board does hereby determine the Oakridge Water District PFAS Treatment Project to be a Type II Action under the State Environmental Quality Review Act (SEQRA).

OAKRIDGE WATER DISTRICT – Public Hearing

On motion by Mr. Gonçalves, seconded by Ms. Crimmins, the Board voted as follows:

THE VOTE:	Yes	- Parsons, Crimmins, Gonçalves, Sklarin, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

MINUTES OF TOWN BOARD MEETING HELD ON JULY 26, 2021

PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE that the Town Board of the Town of Lewisboro, Westchester County, New York, will meet at the Lewisboro Library, 15 Main Street, in South Salem, New York, in said Town, on August 9, 2021 at 7:30 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Oakridge Water District in said Town, consisting of the design and construction of an expansion to the water treatment plant to remove certain chemicals generally known as PFAS, including improvements to the booster pumps, treatment chemicals, valves, meters, and other appurtenances, and related and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$1,939,500, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same. Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the Oakridge Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

The map, plan and report, including estimate of cost, relating to this project is on the file in the Office of the Town Clerk where it is available for public inspection during normal business hours.

ALTICE/CABLEVISION FIBER OPTIC CABINET – Town Property on Mead Street

On motion by Ms. Crimmins, seconded by Mr. Gonçalves, the Board voted as follows:

THE VOTE:	Yes	- Parsons, Crimmins, Gonçalves, Welsh	(4)
	No	- None	(0)
	Abstain	- Sklarin	(1)

RESOLUTION

RESOLVED, that the Town Board does approve the installation of an Altice/Cablevision Fiber Optic Cabinet at 100 Mead Street by the Pine Croft Meadow Preserve, subject to ACARC approval and notification of neighbors and the Waccabuc Landowner's Council.

PUBLIC COMMENT PERIOD II (9:40 – 9:50 p.m.)

There was a total of four residents who spoke during public comment period II.

TRUESDALE LAKE ASSOCIATION

Robert Cummings, president of the Truesdale Estates Association read the following statement:

My name is Robert Cummings, I live in South Salem. I am currently the president of the Truesdale Estates Association, Inc. Lake homeowners' association.

Tonight, I am speaking about Lake Rights vs. Lake Access. Specifically, lake rights to Truesdale Lake through the Truesdale Estates Association, Inc. owned properties.

MINUTES OF TOWN BOARD MEETING HELD ON JULY 26, 2021

LIBRARY FAIR – Volunteers Needed

The Board stated that the Library Fair will be held on September 18, 2021 and will be held once again at Onatru Farm. Anyone interested in volunteering can reach out to the Library Director, Cindy Rubino.

OAKRIDGE WATER DISTRICT – Presentation on Website

Mr. Gonçalves stated that the presentation that was given to the Oakridge Water District on July 21st will be on the website on the Oakridge page.

EXECUTIVE SESSION – To Discuss Appointments to Committees

On motion by Supervisor Parsons, seconded by Ms. Crimmins, the Board voted 5-0 to go into executive session at 10:00 p.m. to discuss Appointments to Committees.

On motion by Supervisor Parsons, seconded by Mr. Gonçalves, the Board voted 5-0 to come out of executive session at 10:34 p.m.

OPEN SPACE & PRESERVES ADVISORY COMMITTEE – Appointment of Member

On motion by Mr. Welsh, seconded by Mr. Gonçalves, the Board voted as follows:

THE VOTE:	Yes	- Parsons, Crimmins, Gonçalves, Sklarin, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

RESOLVED, that the Town Board does appoint Eric Swarthout to the Open Space and Preserves Committee for a 2-year term ending December 31, 2022.

GRANT ADVISORY COMMITTEE - Appointment of Member

On motion by Supervisor Parsons, seconded by Ms. Crimmins, the Board voted as follows:

THE VOTE:	Yes	- Parsons, Crimmins, Gonçalves, Sklarin, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

RESOLVED, that the Town Board does appoint Robert Collins to the Grant Advisory Committee for a one-year term ending December 31, 2021.

MINUTES OF TOWN BOARD MEETING HELD ON AUGUST 9, 2021

A meeting of the Town Board of the Town of Lewisboro, Westchester County, New York, was held on August 9, 2021, at 7:30 p.m. at the at the Lewisboro Library, 15 Main Street, South Salem, New York.

PRESENT:

Supervisor	Peter Parsons
Council Members	Jane Crimmins, Tony Gonçalves, Richard Sklarin, Daniel Welsh
Town Clerk	Janet Donohue
Absent	None

Also attending was the Attorney for the Town Gregory Folchetti, Facilities Maintenance Manager Joel Smith, Police Officer Glen Zemanek, and Confidential Secretary/Benefits Coordinator Mary Hafter.

Approximately 40 residents/observers attended the live meeting and approximately 41 participated via Zoom.

Supervisor Parsons called the meeting to order at 7:31 p.m.

EMERGENCY PROCEDURE

Supervisor Parsons noted the exits to be used in the event of an emergency.

PLEDGE OF ALLEGIANCE

The Supervisor led the Pledge of Allegiance to the flag.

COMMUNICATIONS

Supervisor Parsons stated the following:

The overwhelming consensus is that strict discipline needs to be observed in Board Meetings so I will ask that:

- 1. The Board members only answer questions and comments from the audience during the Polling of the Board section of the meeting.*
- 2. I plan to enforce silence by residents except during Public Hearings and Public Comment periods.*
- 3. If someone in the audience breaks this rule then, if the individual does not heed the chair, I will ask a police officer to escort that individual from the room.*
- 4. Please do not go on Zoom while you are in this room as it destroys our capabilities of recording the meeting.*
- 5. Please no yielding of your time to anyone else.*

MINUTES OF TOWN BOARD MEETING HELD ON AUGUST 9, 2021

validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Town Board of the Town of Lewisboro hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

SECTION 6– EFFECTIVE DATE

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

PUBLIC HEARING – Oakridge Water PFAS Treatment Project (7:49 – 8:03 p.m.)

Supervisor Parsons called the public hearing to order for the Oakridge Water PFAS Treatment Project. There was no objection to the time or form of the public notice (attached).

Mr. Gonçalves stated that there are some administrative items that need to be taken care of related to the PFAS Plan which needs to be completed. He stated that this is an important step for when the town applies for the NYS EFC Water Infrastructure Improvement Act Grant. This has to be done in August so that the town is ready for the grant application which may be available as early as September. Mr. Gonçalves stated that this public hearing is an administrative prerequisite to be in place to move forward when the time comes.

Supervisor Parsons asked for comments from the public.

An Oakridge resident clarified that this would not cost the residents of Oakridge any money at this time and Mr. Gonçalves said correct. She asked for clarification about the funding from the grant from Congressman Maloney's office. Mr. Gonçalves stated that the grant is not guaranteed money yet (it's in the House of Representatives now).

Another Oakridge resident via Zoom understands that this is a two-part process and that this public hearing is the first step. What does the next step of the process look like? How does the town fund these projects up until the grant money or federal funding arrives? Mr. Gonçalves did state the money would come from fees collected from the water district. The next step is to see what happens with the Congressman Maloney money at which point the Board would have to make a decision on whether or not a Bond resolution would be needed.

On motion by Supervisor Parsons, seconded by Mr. Gonçalves, the Board voted as follows:

THE VOTE:	Yes	- Parsons, Crimmins, Gonçalves, Sklarin, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

RESOLVED, that the public hearing regarding the Oakridge Water District PFAS treatment project, is now closed.

Covid 19 – LATEST VACCINATION INFORMATION









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Grants

Grants

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Supporting Documents

-  [Supervisor Parsons Stag Grant 2022 \(93 KB\)](#)
-  [Senator Harckham Stag Grant 2022 \(422 KB\)](#)
-  [PFAS Treatment Costs 4/5/2021 \(66 KB\)](#)
-  [Legislator Covill Stag Grant 2022 \(496 KB\)](#)
-  [Assemblyman Burdick Stag Grant 2022 \(130 KB\)](#)
-  [GAC Building Location – Proposed \(1 MB\)](#)

 **Stag Oakridge Water District Grant 4/12/2021 (34 KB)**

 **Federal Funding 2022 Summary (55 KB)**



Maintenance

Contact Information

Joel Smith
Facility Maintenance Manager

Hours:
7:00 a.m. – 3:30 p.m.
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Covid 19 – LATEST VACCINATION INFORMATION



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Plant Operations, Projects & District Info

Supporting Documents

-  **Oakridge Water District Delaware ENGG Improvements (114 KB)**
-  **Operations & Maintenance Schedule (142 KB)**
-  **District Meeting Presentation 10/1/2020 (280 KB)**
-  **TTHM 2019 Project Improvements and WIIA Grant (157 KB)**
-  **Oakridge Flushing Memo 4/12/2021 (144 KB)**
-  **Oakridge Hydrant Flushing Plan (116 KB)**
-  **Pound Ridge Vista 2021 Project Overview (1 MB)**
-  **Oakridge Water Update 4 20 2021 (184 KB)**
-  **PFAS Engineering Report/Plan to DOH May 2021 (4 MB)**

 **OWD 7/21/2021 (1 MB)**

 **NYS DOH PFOA PFOS Fact Sheet (47 KB)**

 **WCDOH Comments – PFAS Treatment Design (57 KB)**



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Town of Lewisboro
Oakridge Water District Improvement & PFAS Removal (18893)
WIIA/DWSRF Applications

6. Engineering Report

ENGINEERING REPORT

OAKRIDGE WATER DISTRICT IMPROVEMENTS *PFAS TREATMENT*

Public Water System ID# NY 5918395

TOWN OF LEWISBORO
Westchester County, New York

Prepared for:

TOWN OF LEWISBORO
11 Main Street
South Salem, New York 10590

Prepared by:

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Prepared: October 2021

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1.0 Executive Summary

The purpose of this Engineering Report is to document planned improvements to the Oakridge Water District water treatment plant located at 400 Oakridge Drive, South Salem, Westchester County, New York.

The project is required to treat and remove a group of carcinogenic bioaccumulating chemicals generally known as PFAS. In February of 2021, concentrations of PFAS were found in all five of the water supply wells and Well #6 was above maximum contaminant levels (MCLs) and the District was issued a Notice of Violation by the Westchester County Department of Health (WCDOH) on March 1, 2021. The WCDOH has required the District to develop a plan to address the water quality violations by May 31, 2021. Additionally, in May the second quarterly samples were collected and the test results showed that Wells #2, #6, and #7 had levels above the MCL.

The project proposes the design and construction of an expansion to the water treatment plant to further treat the water from all of the existing wells with the use of carbon filtration GAC. The 40-foot by 38-foot expansion of the water plant will further require improvements to the booster pumps, treatment chemicals, valves, meters, and other appertences.

2.0 Project Background & History

2.1 Site Information

The Oakridge Water District (the “District”) serves approximately 900 people in the Oakridge development and surrounding area located on Route 123 in the Town of Lewisboro, Westchester County, New York. The water treatment plant is located at 400 Oakridge Drive in South Salem (Attachment 1).

At the location of the water treatment plant (WTP), the topography gently slopes upward to the northwest. The water treatment facilities are located on the southwest side of the Oakridge Drive development. To the east of the treatment plant is a recreational facility, apartment complexes and a man-made pond central to the development. To the west is a forested low rocky outcrop.

2.1.1 Geologic Conditions

Major soil types in the vicinity include the Charlton-Chatfield Complex, 0 to 15 percent slopes, very rocky and Urban land-Charlton complex, 3 to 8 percent slopes. The Charlton-Chatfield complex consists of gravelly fine sandy loam, well drained, with a depth to restrictive layer of more than 80 inches. To the west of the project is the Chatfield-Hollis-Rock outcrop, 0 to 15 percent slopes, very rocky.

Table 1. Major Soil Types

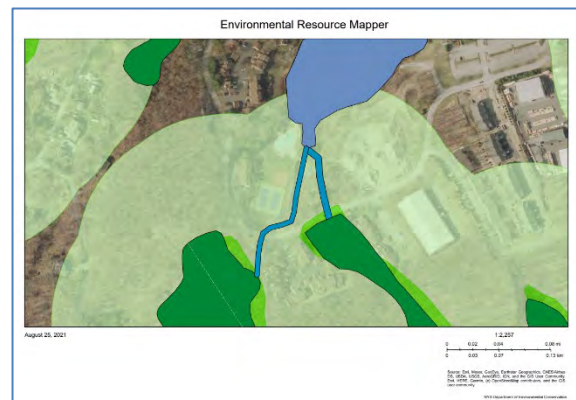
Soil Type	Slope	Farmland	Depth to Water Table	Depth to Restrictive Feature	Drainage	Hydric Soil
CrC						
Charlton	0-15%	N/A	>80 Inches	>80 Inches	Well Drained	No
Chatfield	0-15%	N/A	>80 Inches	20-41 Inches to Lithic Bedrock	Well Drained	No
UhB						
Urban Land	3-8%	N/A	N/A	0 Inches to Manufactured Layer	Well Drained	No
Charlton	3-8%	N/A	>80 Inches	>80 Inches	Well Drained	No

2.1.2 Environmental Resources

The man-made pond within the Oakridge development flows to an unnamed stream (Class A) tributary to the Siscowit Reservoir to the southwest, part of the Connecticut water supply system.

There are state wetlands to the north, south and southeast of the water treatment facilities. The facility is within the NYSDEC Checkzone of the palustrine forested, seasonally flooded wetland complex to the south. NWI wetlands are in the vicinity of the project but not on-site at the WTP.

Figure 1. Environmental Resource Mapper



There are no critical habitats, National Wildlife Refuge Lands or Fish Hatcheries in the vicinity as mapped by the NYSDEC Enviromapper and USFWS IPaC consultation.

USFWS IPaC consultation lists the following Endangered/Threatened Species that may occur in the vicinity of the WTP:

- Indiana Bat – Endangered
- Bog Turtle: Threatened

USFWS IPaC consultation lists the following Migratory Birds may occur in the vicinity of the WTP:

- Bald Eagle
- Black-billed Cuckoo
- Blue-winger Warbler
- Canada Warbler
- Prairie Warbler
- Red-headed Woodpecker
- Rusty Blackbird
- Wood Thrush

2.1.3 Floodplain Considerations

The project area is in Zone X, minimal flood risk area, as on FIRM Panel 36119C0185F, effective 9/28/2007.

2.1.4 Environmental Justice

There are no NYSDEC Potential Environmental Justice (EJ) Areas in the vicinity of the proposed project.

2.1.5 Cultural Resources

The New York State Office of Parks, Recreation and Historic Preservation concluded that this project will have no impact on archaeological and/or historic resources listed in or eligible for the New York State and National Registers of Historic Places (letter 8/18/2021).

2.2 Ownership & Service Area

The Town of Lewisboro owns the municipal water system and WTP known as the Oakridge Water District (District). Included in the distribution area are 278 condominiums, 22 single-family residences, a commercial area plus a new section of approximately 40 townhomes. Source water is drawn from a system of five ground water wells. All supply lines from the wells are connected to a common header and flow into the treatment facility through a 4-inch PVC main.

2.2.1 Water System Management

The Oakridge WTP is operated by a certified water operator from VRI Environmental Services, Inc. The Town's DPW oversees VRI's operation of the WTP and ensures that there are sufficient funds to operate the facility.

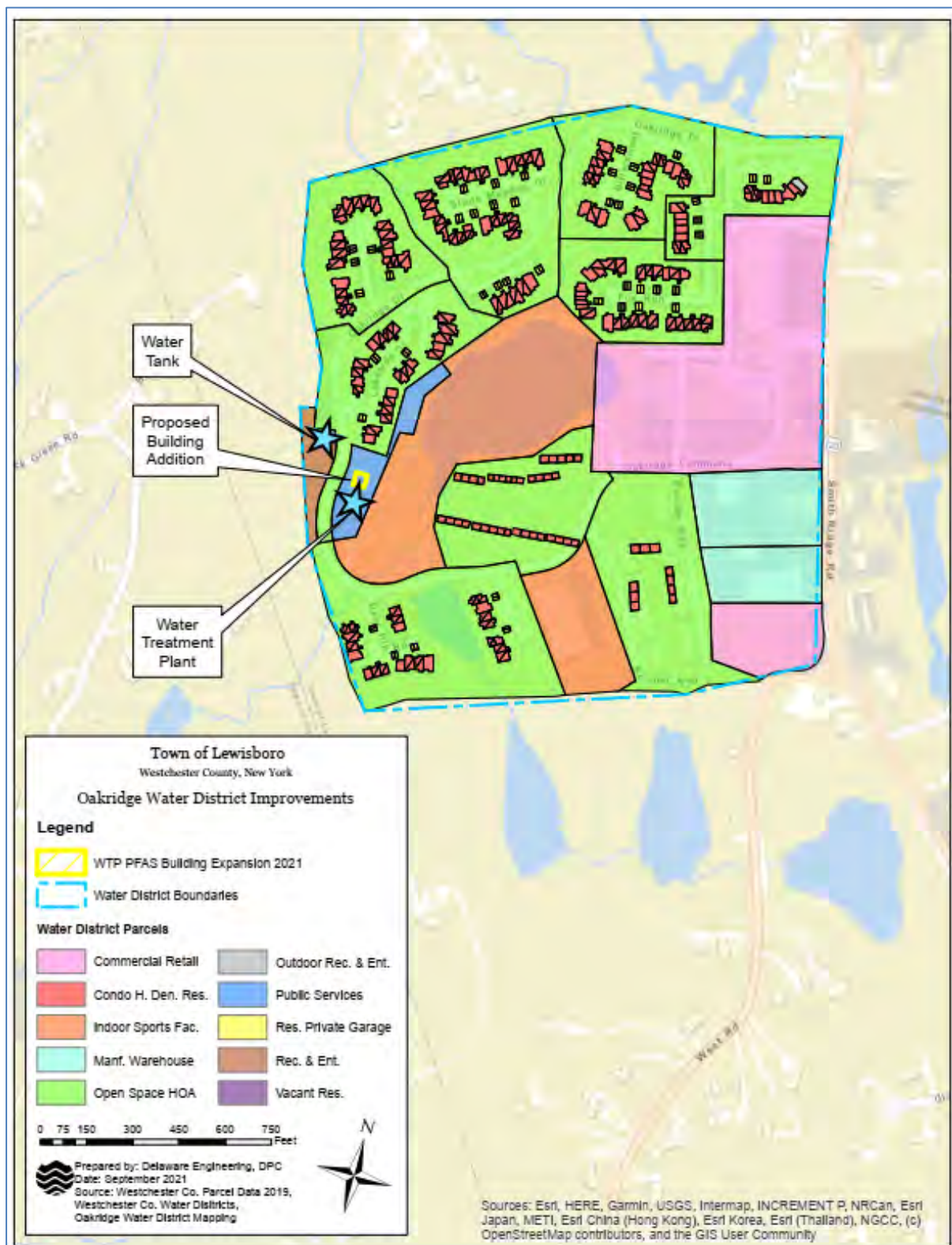
2.2.2 Water District Boundaries

No changes to the Water District Boundaries will be made as a result of the proposed project.

2.2.3 Outside Users

There are no outside users or intermunicipal agreements or agreement with private or industrial operations. The Water District does not have any contracts to purchase water from outside entities.

Figure 2. Oakridge Water District Location Map



2.2.4 Nearby Agricultural/Industrial Activities

There are no nearby agricultural or industrial land use activities.

2.2.5 Population Trends and Growth

The Water District serves approximately 900 people in the Oakridge development. The Town, including the Oakridge development, is not expected to see a substantial change in its population in the foreseeable future. The following population trends and growth were obtained from census.gov:

Table 2. Town of Lewisboro Population Data

Year	2000	2005	2010	2015	2020	2025	2030	2035	2040	2045	2050	2055
Population	12382	12328	12411	12646	12522	12558	12595	12631	12668	12705	12741	12778
% Change	-	-0.44%	0.67%	1.89%	-0.98%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%

Table 3. Oakridge Development Population Data

Year	2020	2025	2030	2035	2040	2045	2050	2055
Population	900	903	905	908	910	913	916	918
% Change	-	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%	0.29%

Other Land Use and Census Figures:

- Elevation: 440 Feet
- Total Area of Town: 29 Square Miles
- Parcels of Land: 5,900
- Occupied Housing Units: 4,684
- Median Home Value: \$649,000
- Median Household Income: \$148,824
- Poverty Rate: 2.3%

2.2.6 Historical and Projected Water Use

The Water District is made up of primarily residential and commercial water users. According to the 2019 Water Withdrawal Reporting Form, the Districts average daily withdrawal was 50,300 GPD and the maximum day withdrawal was 103,000 GPD. The proposed project will not reduce water loss as it focuses on the water treatment plant and processes and not on water line replacement.

2.2.7 Adjacent Public Water Systems

The closest water system (PWS 5920685) is the Meadows at Cross River which serves approximately 630 people. The next nearest water system is the Keeler Field Water System, a public water supply system (PWS 5906656) owned and operated by the Town of Lewisboro. It is approximately 5 miles north of Oak

Ridge. The system serves approximately 100 people through 13 service connections. The water source consists of two ground water wells.

2.2.8 Community Involvement

The community is very involved in the water system. There is an Oakridge Water District Committee that facilitates communications, updates and transparency about the Water District to the Town and its users. The project has been discussed at many Town Board meetings and residents have been apprised of the project through the SEQR process, public hearings, meetings and presentations.

2.3 Existing Facilities

2.3.1 Location and Layout

Maps, Site Plans, Schematic Layouts and Photographs are provided herein as necessary as Attachments, Figures and Appendices.

2.3.2 General Description and History

The original water filtration equipment, installed in 1990, consisted of a 'Super System' package filtration process designed to remove iron and manganese from raw water drawn from a series of groundwater wells.

The Town took over operation in 2002. At the time the Town of Lewisboro assumed ownership and operation of the Oakridge Water District, much of the treatment and pumping equipment located at the treatment facility was inoperative or deficient. The Town has since completed work to repair or replace all failed equipment or processes. With the addition of treatment, the installation of new wells and consistent operations water quality issues were corrected.

The Oakridge WTP is a difficult facility to operate because of the challenges presented by the raw water quality, the limited foot print and the simultaneous compliance of the LT2 & S2DBP rule; ground water rule, radionuclide rule. The Oakridge WTP in its current state was designed for the removal of Iron, Manganese and Radionuclides that are present in all of the wells at varying levels of contamination.

The existing WTP consists of five raw water supply wells, mix media filters, and green sand filtration to remove high levels of iron and manganese.

Oakridge WTP provides Fe/Mn removal by oxidation, precipitation, flocculation, clarification/ multimedia filtration, Greensand Filtration & disinfection.

All supply lines from the wells are connected to a common header and flow into the WTP through 4-inch PVC main. The water is disinfected with sodium hypochlorite and pumped to the 95,000-gallon water storage tank. Attachment 2 shows a site plan of the WTP.

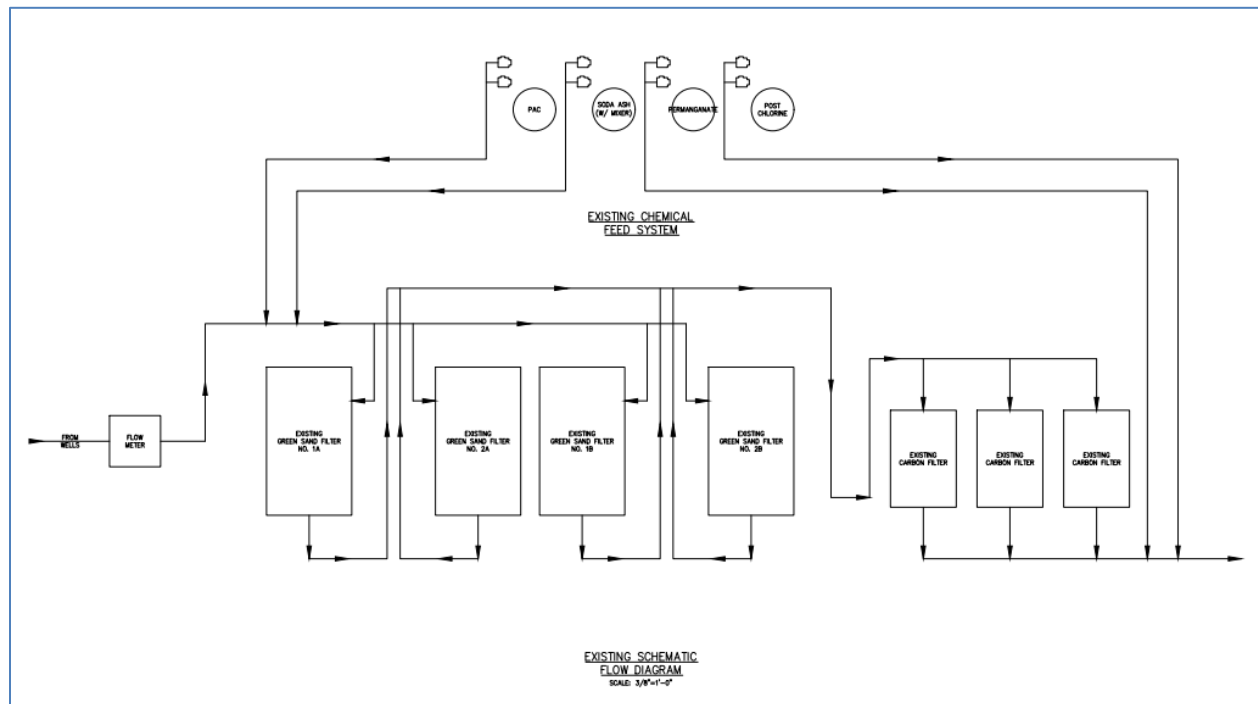
The system flows for typical average over 50,000 gpd.

Table 4. Average Water Flow

	2018	2019	2020
Total Annual Flow	<i>18,314,000 Gallons</i>	<i>18,187,000 Gallons</i>	<i>19,853,000 Gallons</i>
Average Gallons per Month	<i>1,526,167 Gallons</i>	<i>1,515,583 Gallons</i>	<i>1,654,417 Gallons</i>
Average Gallons per Day	<i>50,872 GPD</i>	<i>50,519 GPD</i>	<i>55,147 GPD</i>

In the approved design, raw water chemical feed consists of sodium hypochlorite and sodium permanganate (for oxidation of iron and manganese), Polyaluminium chloride (coagulant), and sodium hydroxide (pH adjustment) injected prior to the contact clarifier/mixed media filter via flow based chemical feed pumps paced by a flow meter on the raw water main influent to the treatment process. The influent line is equipped with redundant static mixers to ensure a complete mix of all chemicals added. Individual wells are also equipped with chemical injection points should adjustment of reaction times be necessary for effective treatment.

Figure 3. Existing Schematic Flow Diagram



Chemical dosages may be adjusted as raw water conditions require; following chemical addition and static mixing, the water enters the 6 ft. diameter contact clarifier/mixed media filter (Stage 1).

The water flows downward through the filter media, composed of 15 inches of anthracite, 12 inches of silica sand, and 9 inches of garnet sand. Fine solids, as well as precipitated iron and manganese flock, are filtered from the water which then exits the vessel through gravel packed underdrain assembly.

Stage 2 of the treatment process consists of a redundant continuous regeneration (CR) greensand filter for further removal of iron and manganese. The 6 ft. diameter pressure vessel consists of 24 inches of manganese greensand (Super Sand) and 15 inches of anthracite, with a gravel packed underdrain assembly. Both treatment stages are periodically manually backwashed with finished water drawn from the 95,000-gallon atmospheric storage tank by the high-volume backwash pump installed at the booster station within the facility. All backwash waste is discharged to the Oakridge wastewater treatment facility. An 8000-gallon backwash surge tank is installed on the 4-inch PVC reject line to minimize the impact on the wastewater treatment process.

Sodium hypochlorite is dosed to maintain a chlorine residual of 0.7 mg/L in the finished, filtered water throughout the system. Originally, the sodium hypochlorite dosed at the influent of the treatment process was sufficient to maintain this level; now because of the DBP issue sodium hypochlorite for disinfection is added after the filtration process. Finished water from the filtration plant flows to a 95,000-gallon atmospheric storage tank via a 4-inch finished water transmission main. The storage tank also serves to provide the chlorine contact time necessary for disinfection. Water is drawn from the storage tank and pumped to the distribution system by a booster station, installed in 2004. Storage tank aeration provides for TTHM reduction.

2.3.3 Present Condition

Source Capacity: The five raw water wells currently have enough water capacity to supply the entire Water District. The well water's total organic carbon (TOC) concentrations are higher than what is normal for a rock aquifer well supply. There is also bromide present in each well at varying concentrations which causing trihalomethane (THM) formation. The Town is taking on a separate project to reduce THMs in the system. See Appendix A for a Copy of the EPA Administrative Order related to THM.

Ability to Meet Treatment Objectives: The Oakridge WTP is a difficult facility to operate because of the challenges presented by the raw water quality, the limited foot print for the treatment equipment and the simultaneous compliance of the LT2 & S2DBP rule; ground water rule, radionuclide rule.

System Pressure and Fire Flows: System pressures and required fire flows are maintained through the current configuration.

Waste Generated and Disposal: Both treatment stages are periodically manually backwashed with finished water drawn from the 95,000-gallon atmospheric storage tank by the high-volume backwash pump installed at the booster station within the facility. All backwash waste is discharged to the Oakridge wastewater treatment facility. An 8000-gallon backwash surge tank is installed on the 4-inch PVC reject line to minimize the impact on the wastewater treatment process.

Suitability: The facility is suitable for continued use.

2.4 Need for Project

2.4.1 Health, Sanitation and Security

The project is required to treat and remove a group of carcinogenic bioaccumulating chemicals generally known as PFAS. In February and May 2021, concentrations of PFAS were found in all five of the water supply wells and Well #2, Well #6, and Well #7 were above maximum contaminant levels (MCLs).

- PFOA levels ranged from 6.13 to 11.4 ppt
- PFOS levels ranged from 3.87 to 15.5 ppt

After the February test results, the District was issued a Notice of Violation by the Westchester County Department of Health (WCDOH) on March 1, 2021. The WCDOH has required the District to develop a plan to address the water quality violations by May 31, 2021. Appendix B includes a copy of the Notice of Violation. Appendix C includes the water quality/PFAS data from the wells.

2.4.2 Aging Infrastructure

There are no concerns with aging infrastructure at this time.

2.4.3 Reasonable Growth

The Town and Water District are not expected to increase dramatically in size over the next 20 years and therefore population growth is not considered further.

2.4.4 Water, Energy and Waste Considerations

There are no water, energy or waste considerations.

2.4.5 Suitability for Continued Use

The WTP is suitable for continued use. The Town operates and maintains the water treatment and distribution system per applicable regulatory requirements.

2.4.6 Storm and Flood Resiliency

The WTP along with the distribution system are not subject to sea level rise, storm surges, flooding or other extreme weather events.

2.4.7 Compliance with Local, State and Federal Requirements

In February of 2021, concentrations of PFAS were found in all five of the water supply wells. The District was issued a Notice of Violation by the WCDOH which requires the Water District to develop a plan to address the water quality violations. Appendix B includes a copy of the Notice of Violation.

2.4.8 Compliance with Current Design Standards

The current WTP meets all applicable regulations and is in compliance with current design standards including Recommended Standards for Water Works.

2.5 Capacity Development

The facility has sufficient water supply for the District. The water treatment plant and the water system are operated by VRI and is staffed with certified water treatment plant operators.

The Town's DPW oversees VRI's operation of the plant and ensures that there are sufficient funds to operate the facility.

The Capacity Development Program Evaluation Form is attached in Appendix D.

3.0 Alternative Analysis

As required by New York State water quality standards, the District sampled all of its water supply wells in February and May of 2021. It was discovered that all five the wells had PFAS and Well #2, Well #6, and Well #7 had PFOS and/or PFOA above the maximum contaminate level of 10 ppt.

The water treatment plant has a capacity of 75,000 gpd.

Each of the mixed media filters and the green sand filters have a capacity of 140 gpm, per treatment train.

Well capacities are as follows:

- Well #2- 21.5 GPM
- Well #4- 33 GPM
- Well #5- 35 GPM
- Well #6- 24 GPM
- Well #7- 33 GPM

The wells are typically operated in two groups. Wells 2, 4 & 7 or 2, 6 & 7 are run together, for a combined average GPM of 80-90. Well #5 is not normally used because it has a much higher iron levels than the rest of the wells.

Each treatment train has a flow reducer to limit the flow to a maximum of 140 gpm. This allows all the wells to be on, if needed, and not exceed the rated capacity of each treatment train.

3.1 Alternative 1: Add GAC Filtration Alternative

3.1.1 Description

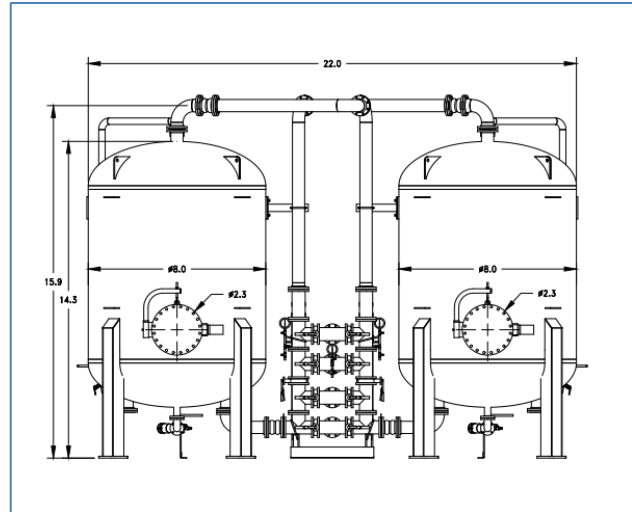
Preliminary Design: GAC filtration (aka activated carbon) is an established method for the removal of PFAS to non-detection levels (below 2 ppt). It is a well-established best technology available for this type of treatment. For the flows at Oakridge, 75,000 gpd and operating range of 80 to 140 gpm, a Calgon Model 8 two vessel system with 20,000 pounds of F400 GAC in each vessel is recommended.

Redundancy will be achieved by having two vessels each one with the full capacity of the wells (140 gpm). The vessels will be able to run in parallel or in series. Normal operation will be in series and parallel operation will be used when one vessel is down because of the need to change media or other maintenance.

Additionally, the WTP has TOC in the 1.5 to 3 mg/l range. TOC is presumed to be the precursor of THMs formed after chlorination during water treatment, and TOC is readily removed by granular activated carbon (GAC).

By using GAC filters for PFAS removal, the reduction of TOC prior to disinfection is also expected to nearly eliminated the precursors of THM and address this water quality problem for the District.

Figure 4. GAC Filtration



Appendix E includes product information for the GAC treatment system. Attachment 3 shows the needed GAC equipment.

Impact on Existing Facility: Average and peak design flows will remain the same along with system pressures. No Operator Certification changes will be required. The water source (5 wells) will remain the same. Water quality in the distribution system should improve significantly with the treatment of PFAS and TOC (decreasing THMs).

Land Requirements: The Town of Lewisboro owns and operates the WTP parcel. No new land needs to be acquired and no easements are required. In order to house the new equipment, a 40-foot by 38-foot building expansion is planned on-site.

Environmental Impacts: The Town has adopted a Type II SEQR Resolution in regards to the proposed project. There are no significant or adverse environmental concerns related to this Alternative. The building addition will disturb a small area of land. Noise levels and truck traffic may increase slightly during construction but will be limited to a set schedule, usually Monday to Friday from 8 AM to 5 PM. There are no EJ Areas in the vicinity of the WTP.

Construction/Site Considerations: The WTP site is suitable for construction of the proposed building addition that will be 40-feet by 38-feet in size. Utilities are already located on-site.

Permit Requirements: The project will meet all applicable permit requirements.

Storm & Flood Resiliency: The proposed project is not located in an area subject to flooding, storm surges, sea level rise or extreme weather events.

Construction Schedule:

- Regulatory Review/Approval by 12/31/2022
- Authorize Bids by 12/31/2022
- Receive Bids by 3/1/2023
- Issue Notice to Proceed by 4/1/2023
- Start Construction by 5/1/2023
- Complete Construction by 12/31/2023

3.1.2 Cost Estimate

Appendix G includes a detailed breakdown of the expected capital costs to implement the improvements at the WTP.mGAC Treatment capital costs are summarized as follows:

- \$158,000 -Site Work
- \$405,000 – Building Work
- \$254,000 - Piping
- \$512,500 – GAC Filters
- \$162,000 – Pumps and Misc. Equipment
- \$224,000 – 15% Contingency
- \$224,000 – 15% Engineering
- **\$1,939,500 - Total**

The total project cost for the GAC Alternative is \$1,939,500. The Town has applied and will continue to apply for grants and DWSRF financing for the project. If no grants are obtained, the total capital costs will be paid by a municipal bond. The debt service would be paid by the 340 water users of the Oakridge Water District. At 20 years, using an annual interest rate of 4%, the annual payment is approximately \$142,712.

The current water rates that are assessed quarterly for a typical water user are \$55 base; \$7 per 1,000 gallons for first 7,000 gallons; \$8 per 1,000 gallons for over 7,000 gallons to 27,000 gallons; \$9 per 1,000 gallons above 27,000 gallons.

For a typical residential condominium that uses 80,000 gallons per year, the proposed project would increase their yearly water cost from approximately \$664 to \$1,084 – a 63% increase in yearly water costs

3.1.3 Non-Monetary Factors

GAC filters are a proven technology that removes TOC and is forgiving for water quality issues that exist at Oakridge. Thus, it is expected to be the more reliable treatment method for removal of both PFAS and TOC.

3.2 Alternative 2: Ion Exchange Alternative

3.2.1 Description

Preliminary Design: Ion exchange treatment requires a resin specifically manufactured for removal of PFAS. Purolite is an ion exchange resin that is a single use PFAS-selective resin (PFA694E).

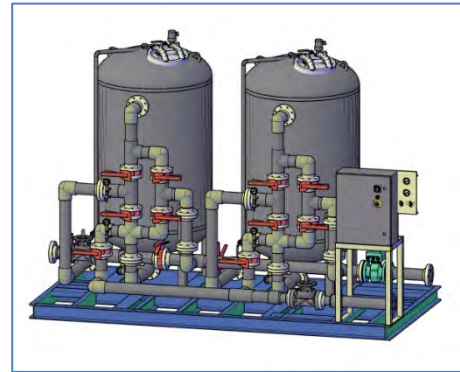
Based on a flow rate range of 35 gpm minimum to 140 gpm maximum, an AdEdge treatment skid Model APU-4896-2-LL-MVH, 2 x 48" dia x 96" high filter to operate in lead/lag is recommended.

The water entering the ion exchange treatment must go through pre-treatment to remove oxidants (chlorine and permanganate), iron and manganese, TOC, and suspended solids.

A 5-micron filter is needed to address the suspended solids and there is existing iron and manganese treatment at the WTP.

However, the treatment system will still need to address the TOC (1.5 to 3 mg/l) and the potential for oxidants to be present in the influent to the ion exchange system.

Figure 5. Ion Exchange



Because of the constraints on the water quality entering the ion exchange system and the water quality at the plant, it is likely that the ion exchange treatment would experience premature failure and breakthrough of the PFAS. This condition would lead to more frequent media exchanges than predicted under ideal conditions.

Impact on Existing Facility: Average and peak design flows will remain the same along with system pressures. No Operator Certification changes will be required. The water source (5 wells) will remain the same. Water quality in the distribution system should improve significantly with the treatment of PFAS.

Land Requirements: The Town of Lewisboro owns and operates the WTP parcel. No new land needs to be acquired and no easements are required. In order to house the new equipment, a 40-foot by 38-foot building expansion is planned on-site.

Environmental Impacts: The Town has adopted a Type II SEQR Resolution in regards to the proposed project. There are no significant or adverse environmental concerns related to this Alternative. The building addition will disturb a small area of land. Noise levels and truck traffic may increase slightly during construction but will be limited to a set schedule, usually Monday to Friday from 8 AM to 5 PM. There are no EJ Areas in the vicinity of the WTP.

Construction/Site Considerations: The WTP site is suitable for construction of the proposed building addition that will be 40-feet by 38-feet in size. Utilities are already located on-site.

Permit Requirements: The project will meet all applicable permit requirements.

Storm & Flood Resiliency: The proposed project is not located in an area subject to flooding, storm surges, sea level rise or extreme weather events.

Construction Schedule:

- | | |
|--|---------------------------------------|
| • Regulatory Review/Approval by 12/31/2022 | • Issue Notice to Proceed by 4/1/2023 |
| • Authorize Bids by 12/31/2022 | • Start Construction by 5/1/2023 |
| • Receive Bids by 3/1/2023 | • Complete Construction by 12/31/2023 |

3.2.2 Cost Estimate

Appendix G includes a detailed breakdown of the expected capital costs to implement the improvements at the water treatment plant. Ion Exchange Treatment capital costs are summarized as follows:

- \$158,000 -Site Work
- \$405,000 – Building Work
- \$254,000 - Piping
- \$380,000 – GAC Filters
- \$162,000 – Pumps and Misc. Equipment
- \$204,000 – 15% Contingency
- \$204,000 – 15% Engineering
- **\$1,767,000 - Total**

The total project cost for the Ion Exchange Alternative is \$1,767,000. The Town has applied and will continue to apply for grants and DWSRF financing for the project. If no grants are obtained, the total capital costs will be paid by a municipal bond. The debt service would be paid by the 340 water users of the Oakridge Water District. At 20 years, using an annual interest rate of 4%, the annual payment is approximately \$130,019.

- The current water rates that are assessed quarterly for a typical water user are \$55 base; \$7 per 1,000 gallons for first 7,000 gallons; \$8 per 1,000 gallons for over 7,000 gallons to 27,000 gallons; \$9 per 1,000 gallons above 27,000 gallons.
- For a typical residential condominium that uses 80,000 gallons per year, the proposed project would increase their yearly water cost from approximately \$664 to \$1,047 – a 57% increase in yearly water costs

3.2.3 Non-Monetary Factors

Ion Exchange can remove PFAS but because of the water quality at the Oakridge WTP (TOC, Ion and Manganese, Chlorine, Permanganate, suspended solids), this alternative could be unreliable and may not remove all PFAS or would require frequent and costly maintenance.

Appendix F includes product information for the proposed Ion Exchange equipment. Attachment 4 shows the required Ion Exchange treatment units.

3.3 Alternative 3: Reverse Osmosis Alternative

3.3.1 Description

Reverse Osmosis (RO) treatment has been shown to filter out PFAS. However, there are many obstacles to using an RO system to treat PFAS at a small municipal WTP. RO is sensitive to the presence of iron and manganese, and oxidants. RO has recovery of 90 to 95% which means 5 to 10% of the pumped well water would be returned to the wastewater plant with elevated levels of PFAS that would flow through the WWTP and be discharged to the stream.

Additionally, we reached out to several manufacturers and suppliers of RO treatment systems and they all responded that RO is not a viable alternative for Oakridge WTP due to the low flows and water quality.

Thus, RO is not a viable alternative.

3.3.2 Cost Estimate

Costs were not evaluated further as RO is not a viable alternative for the Oakridge WTP.

3.3.3 Non-Monetary Factors

This Alternative would return some removed PFAS in backwash to the WWTP where it would be discharged back to the environment, causing further contamination of drinking water sources.

3.4 Regional Consolidation, Interconnection and Shared Services

There are no opportunities for consolidation, interconnection or shared services as there are no public or private water systems in the vicinity of the Oakridge Water District.

3.5 Alternative 4: No-Action Alternative

The Water District took the highest contaminated well out of service and sampled the PFAS levels in the combined remaining wells. By taking Well #6 out of service, the PFAS levels are below the MCL of 10 ppt.

However, keeping Well #6 off line permanently is not a solution because it would leave the District short of the required water supply.

Additionally, sampling collected on May 5, 2021 showed PFAS above the MCL for Well #2, Well #6, and Well #7.

Therefore, the no action alternative is not feasible and is not considered further.

3.6 Additional Upgrades

The WTP will need to address some additional upgrades to expand its treatment process regardless of PFAS treatment including:

- Replacing the booster pumps in-kind
- Replacing the jockey pump in-kind
- Replacing the high flow pump and add a 2nd pump in-kind
- Replacing influent flow meter in-kind
- New effluent master meter
- Replacing static mixers
- Replacing injection quills
- Replace piping and lower to a workable level (4 to 5 feet above FF) to allow safe access to valves
- Additional instrumentation and controls
- Chemical storage area

4.0 Summary and Comparison of Alternatives

4.1 Alternative Comparison

Appendix G includes a detailed breakdown of the expected capital costs to implement the improvements at the water treatment plant. Section 3.5 above discusses upgrades to the WTP that are needed to address some additional upgrades to expand its treatment process regardless of PFAS treatment. Costs for this work would remain the same regardless of the Alternative chosen.

Below is a summary table of all the feasible Alternatives identifying major differences, pros/cons and costs.

Table 5. Alternative Comparison Table

Alternative	Pros	Cons	Total Project Cost	Cost per User Increase 1,2
No-Action	Lowest cost alternative. User rates do not increase.	Water remains contaminated with PFAS. District is forced to operate below water supply needs. Increased chance of NOV and Orders from Regulatory Agencies.	\$0	\$0
GAC Filtration	Removes PFAS and TOC from drinking water. Longer lifespan for media requires lower annual media costs and lower life-span costs. Helps with elimination of THMs.	Highest costs for PFAS treatment. Highest cost to users. Two treatment vessels are needed for proper cleaning during operations.	\$1,939,500.00	\$420.00
Ion Exchange	Removes PFAS from drinking water. Lower cost than GAC. Does not work well with oxidants, FE/ME, TOC and TSS present in wells.	Shorter lifespan for media requires higher annual media costs and higher life-span costs. Lowest cost to users. Pre-treatment of water is required.	\$1,767,000.00	\$383.00
Reverse Osmosis	Filters PFAS from drinking water.	Does not work well with FE/Mg. Does not work well with low flows. Manufacturers stated that RO would not work at the WTP. Increased flows to WWTP containing PFAs.	Not Evaluated	Not Evaluated

1. Typical User Currently Pays \$664 per Year for Water Service
2. Yearly Loan Costs Based on 20 Years at 4% Interest with 340 Users in the District

4.2 Life-Cycle Cost Analysis

A life-cycle cost analysis was performed for the applicable project Alternatives. The No Action Alternative as well as the Reverse Osmosis Alternative are not evaluated as they were found to be unviable options. It is assumed that the following costs will remain the same for both Alternatives and are not evaluated in the tables below:

- Electricity (KwH)
- Salvage Costs
- O&M/Labor
- Short-Lived Assets Replacement

Both the GAC media and the Ion Exchange media cost approximately \$30,000. Because of the water quality at the WTP (TOC, oxidants, iron, hardness, etc.) the expected life of the Ion Exchange media is six months vs. 18 months for GAC. The table below shows estimated annual costs for each Alternative.

Table 6. Alternative Annual Costs

<i>GAC Treatment Alternative</i>	<i>Ion Exchange Alternative</i>
Annual Media Cost - \$20,000	Annual Media Cost - \$60,000
-	Annual Cartridge Cost - \$10,000
Annual Cost =\$20,000	Annual Cost =\$70,000

The estimated annual operation and maintenance costs from the Table above were used to complete a present worth analysis using a time period of 20 years (estimated service life of new equipment) and an inflation rate of 2%. A summary of the costs for each year is shown in the table below.

Table 7. Present Worth Analysis

Year	GAC (Media)	Ion Exchange (Media & Cartridge)
2022	\$20,000	\$70,000
2023	\$19,608	\$68,627
2024	\$19,223	\$67,282
2025	\$18,846	\$65,963
2026	\$18,477	\$64,669
2027	\$18,115	\$63,401
2028	\$17,759	\$62,158
2029	\$17,411	\$60,939
2030	\$17,070	\$59,744
2031	\$16,735	\$58,573
2032	\$16,407	\$57,424
2033	\$16,085	\$56,298
2034	\$15,770	\$55,195
2035	\$15,461	\$54,112
2036	\$15,158	\$53,051
2037	\$14,860	\$52,011
2038	\$14,569	\$50,991
2039	\$14,283	\$49,991
2040	\$14,003	\$49,011
2041	\$13,729	\$48,050
Present Worth of O&M Costs	\$333,569	\$1,167,492

A Life-Cycle Cost Analysis table is shown below. Although the GAC Alternative has a higher capital cost, yearly operation and maintenance of the media filter is much less and contributes to an overall lower total cost over 20 years.

Table 8. Life Cycle Cost Analysis

Alternative	Present Worth	Capital Costs	Total
GAC	\$333,569	\$1,939,500	\$2,273,069
Ion Exchange	\$1,167,492	\$1,767,000	\$2,934,492

5.0 Recommended and Selected Alternative

5.1 Basis of Selection

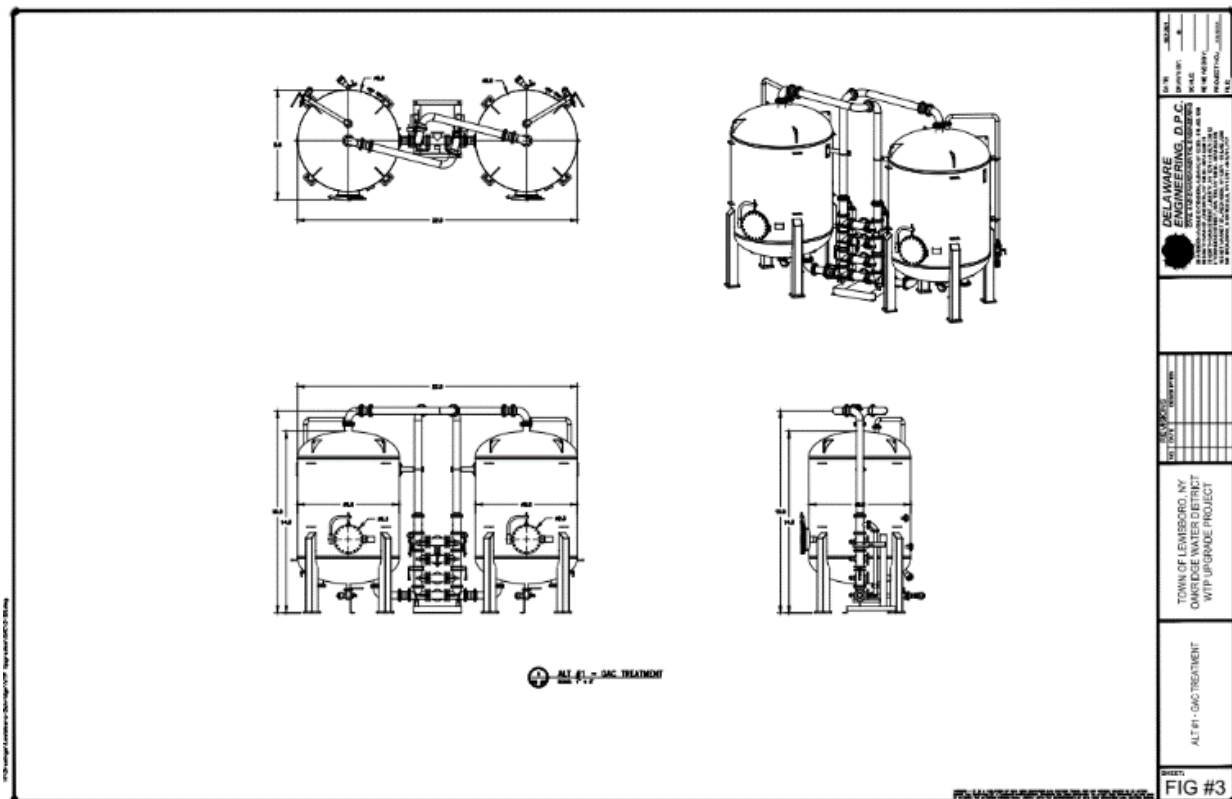
Treating PFAS with GAC filtration is the recommended alternative (Attachment 3). It provides the most reliable treatment alternative at the lowest present worth cost.

A system of two GAC filters each one with 100% capacity will be provided. The filters will be piped to allow for operation in series or parallel. The normal operation will be series to provide the greatest level of treatment to ensure PFAS is removed to non-detection levels.

The WTP will be able to operate as usual with three wells on at a time and have the ability to run all five wells at the same time.

The existing WTP will be expanded to accommodate the proposed equipment as shown in and Attachment 5.

Figure 6. Selected Alternative – GAC Filtration



5.2 Project Cost Estimate

The total project cost is \$1,939,500. The Town has applied and will continue to apply for grants and DWSRF financing for the project. If no grants are obtained, the total capital costs will be paid by a municipal bond. The debt service would be paid by the 340 water users of the Oakridge Water District. At 20 years, using an annual interest rate of 4%, the annual payment is approximately \$142,711.80.

The current water rates that are assessed quarterly for a typical water user are \$55 base; \$7 per 1,000 gallons for first 7,000 gallons; \$8 per 1,000 gallons for over 7,000 gallons to 27,000 gallons; \$9 per 1,000 gallons above 27,000 gallons.

For a typical residential condominium that uses 80,000 gallons per year, the proposed project would increase their yearly water cost from approximately \$664.00 to \$1,084 – a 63% increase in yearly water costs

5.3 Project Schedule

The proposed project schedule is as follows:

- | | |
|---------------------------------------|---------------|
| • Complete SEQRA | July 2021 |
| • Complete SHPO | August 2021 |
| • Engineering Report Complete/Updated | October 2021 |
| • Adopt Bond Resolution | November 2021 |
| • Apply for State Revolving Fund | November 2021 |
| • Apply for WIIA | November 2021 |
| • Preliminary Design Start | December 2021 |
| • Final Design Start | April 2022 |
| • Final Design Complete | August 2022 |
| • Regulatory Review/Approval | December 2022 |
| • Permitting Completed | December 2022 |
| • Bidding | March 2023 |
| • Notice to Proceed | April 2023 |
| • Construction Start | May 2023 |
| • Construction Complete | December 2023 |

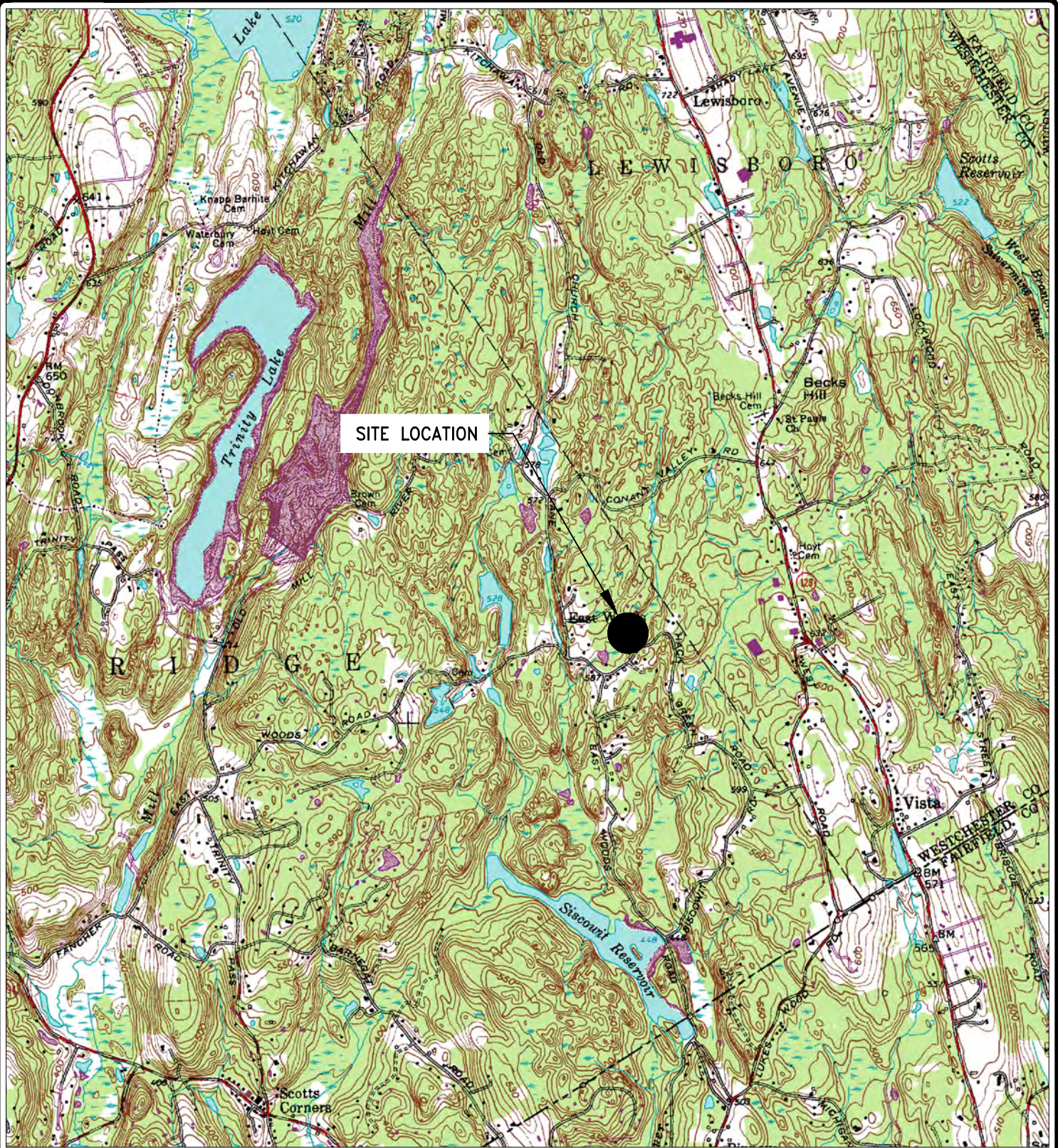
5.4 Next Steps

The Town of Lewisboro is planning on applying for grant and loan funding in order to help implement the proposed project described herein.

6.0 Smart Growth

A Smart Growth Assessment Form is included as Appendix H.

Attachment 1 – Site Location Map



SITE LOCATION MAP

REVISIONS		
NO.	DATE	DESCRIPTION

DATE:	5/27/2021
DRAWN BY:	
SCALE:	1:2400
REVIEWED BY:	
PROJECT NO.:	
FILE:	



**DELAWARE
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CIVIL AND ENVIRONMENTAL ENGINEERING

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 31 NORTH MAIN STREET, LIBERTY, NY 12754 - 845.747.9952
 6 TOWNSEND STREET, WALTON, NY 13856 - 607.865.9235
 16 EAST MARKET ST., RED HOOK, NY 12571 - 518.452.1290
 548 BROADWAY, MONTICELLO, NY 12701 - 845.791.7777

SHEET NO:

TOWN OF LEWISBORO, NY
 OAKRIDGE WATER DISTRICT
 WTP UPGRADE PROJECT

Attachment 2 – Site Plan



COVERED RESERVOIR

WATER TREATMENT PLANT

CRCOG/State of CT, New York State, Westchester County GIS, GeoEye,
Maxar, Microsoft

REVISIONS

NO.	DATE	DESCRIPTION

DATE: 12/21/2020

DRAWN BY:

SCALE: 1:850

PROJECT NO:

REVIEWED BY:

FILE:

SHEET NO:

OAKRIDGE WATER DISTRICT TREATMENT PLANT

DELAWARE ENGINEERING, D.P.C.

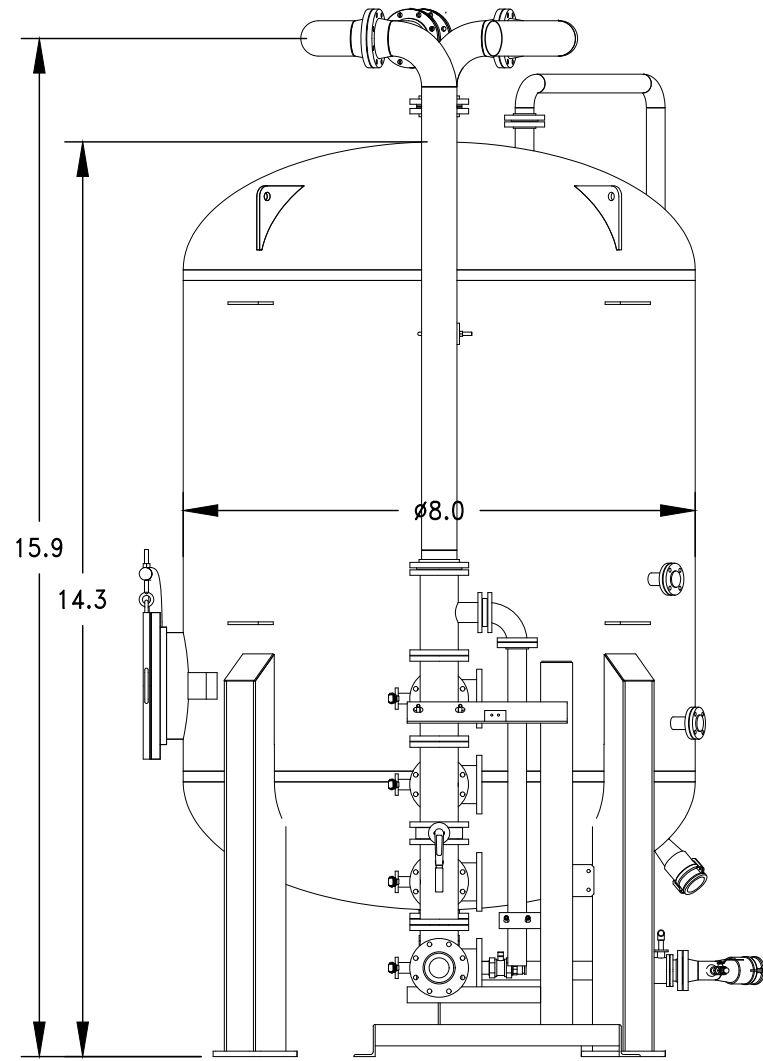
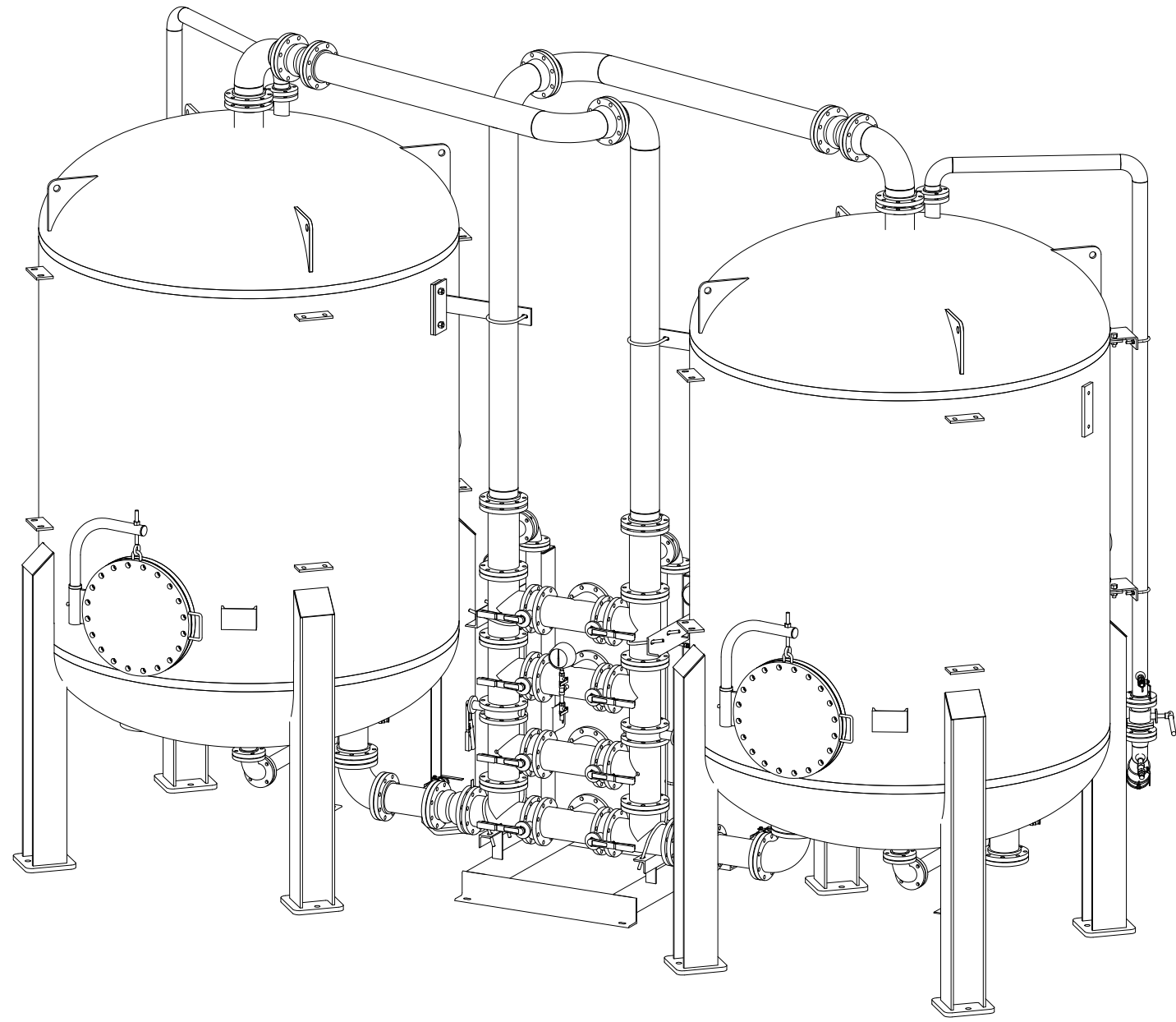
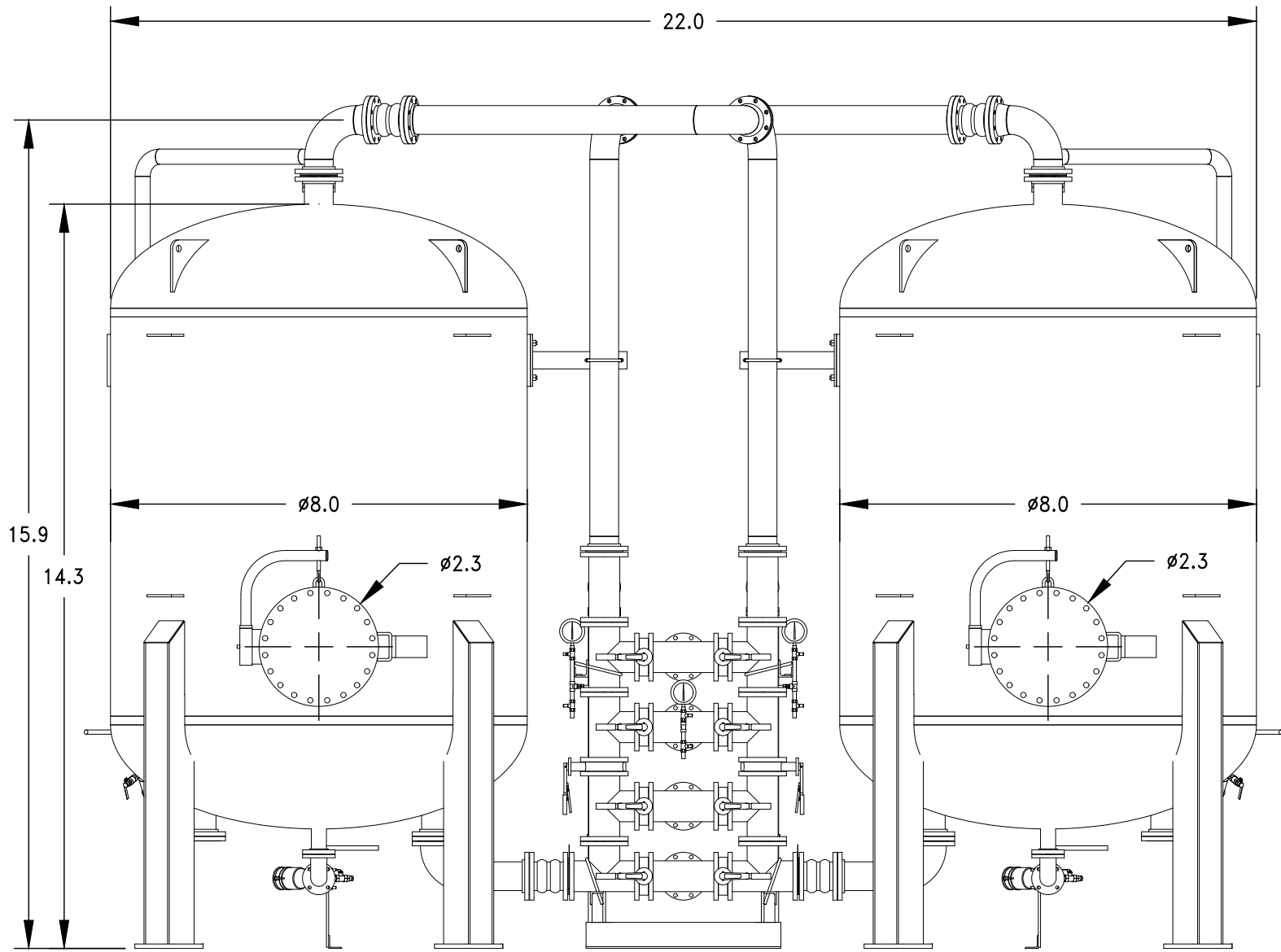
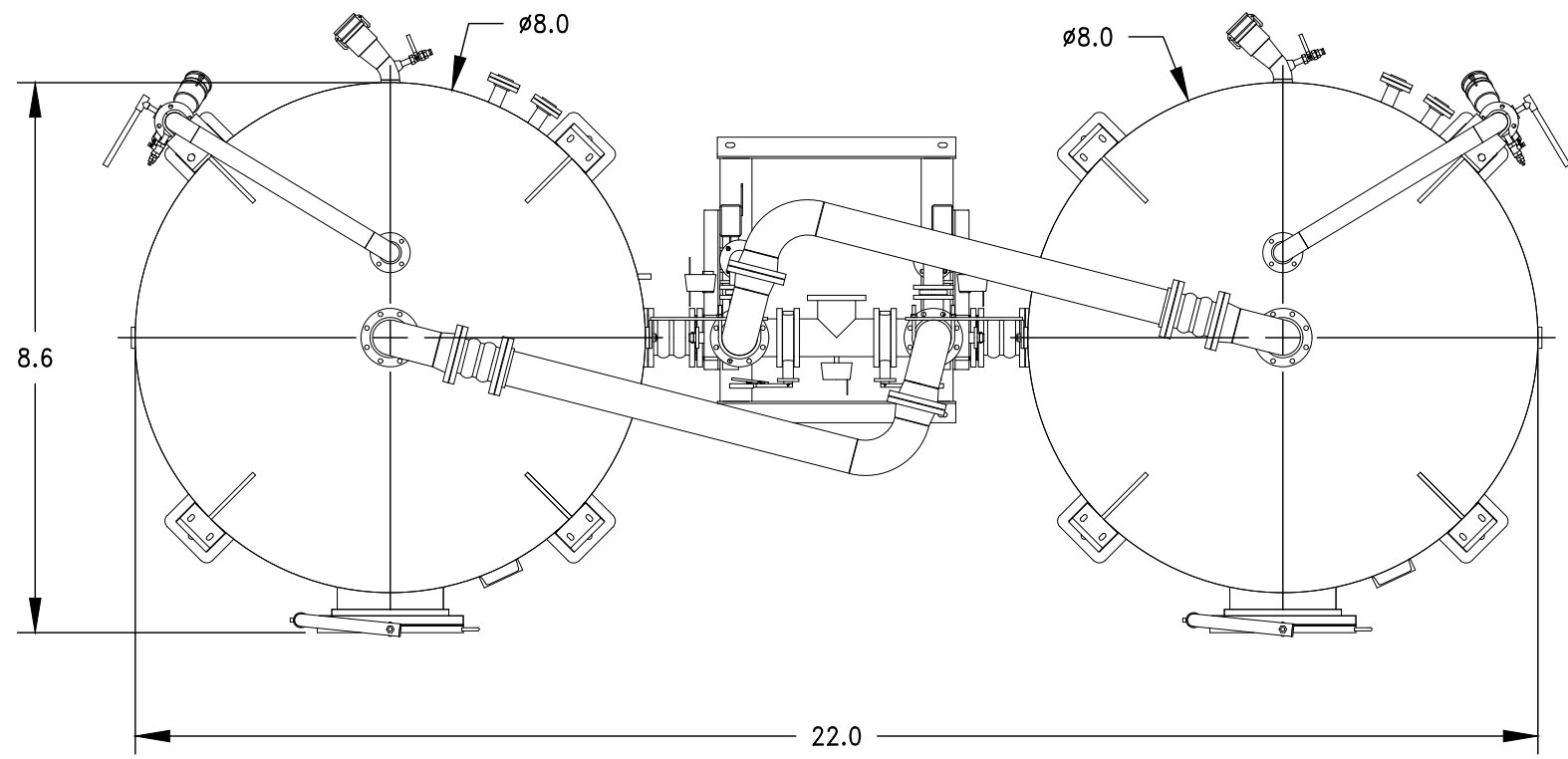


ALBANY:
28 Albany Avenue Extension - Albany, NY 12203
Phone: (518) 452-1290 - Fax: (518) 452-1335

ONEONTA:
28 Albany Avenue Extension - Albany, NY 12203
Phone: (518) 452-1290 - Fax: (518) 452-1335

Attachment 3 – Alternative 1 – GAC Treatment

H:\Drawings\Lewisboro-Oakridge\WTP Upgrades\GAC\JD-101.dwg



1
FIG #1 ALT #1 - GAC TREATMENT
SCALE: 1" = 3'

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SHEET:

ALT #1 - GAC TREATMENT

TOWN OF LEWISBORO, NY
OAKRIDGE WATER DISTRICT
WTP UPGRADE PROJECT

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100 WEST MARKET STREET, CANTON, NY 13615 - 518.452.1290
16 EAST MARKET STREET, RED HOOK, NY 12571 - 518.452.1290
548 BROADWAY, MONTICELLO, NY 12701 - 845.791.7777

DATE: 5/27/2021

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SCALE:

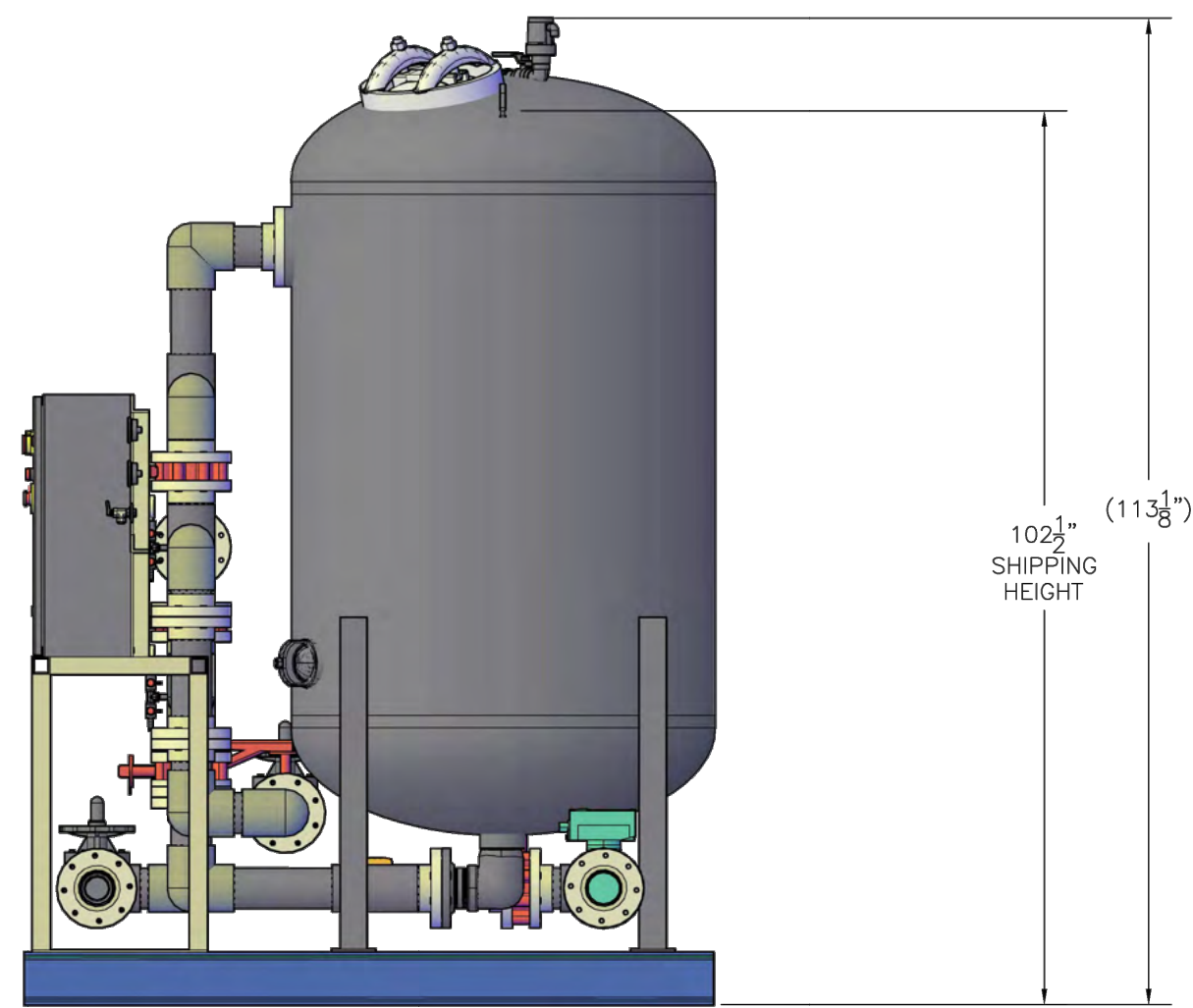
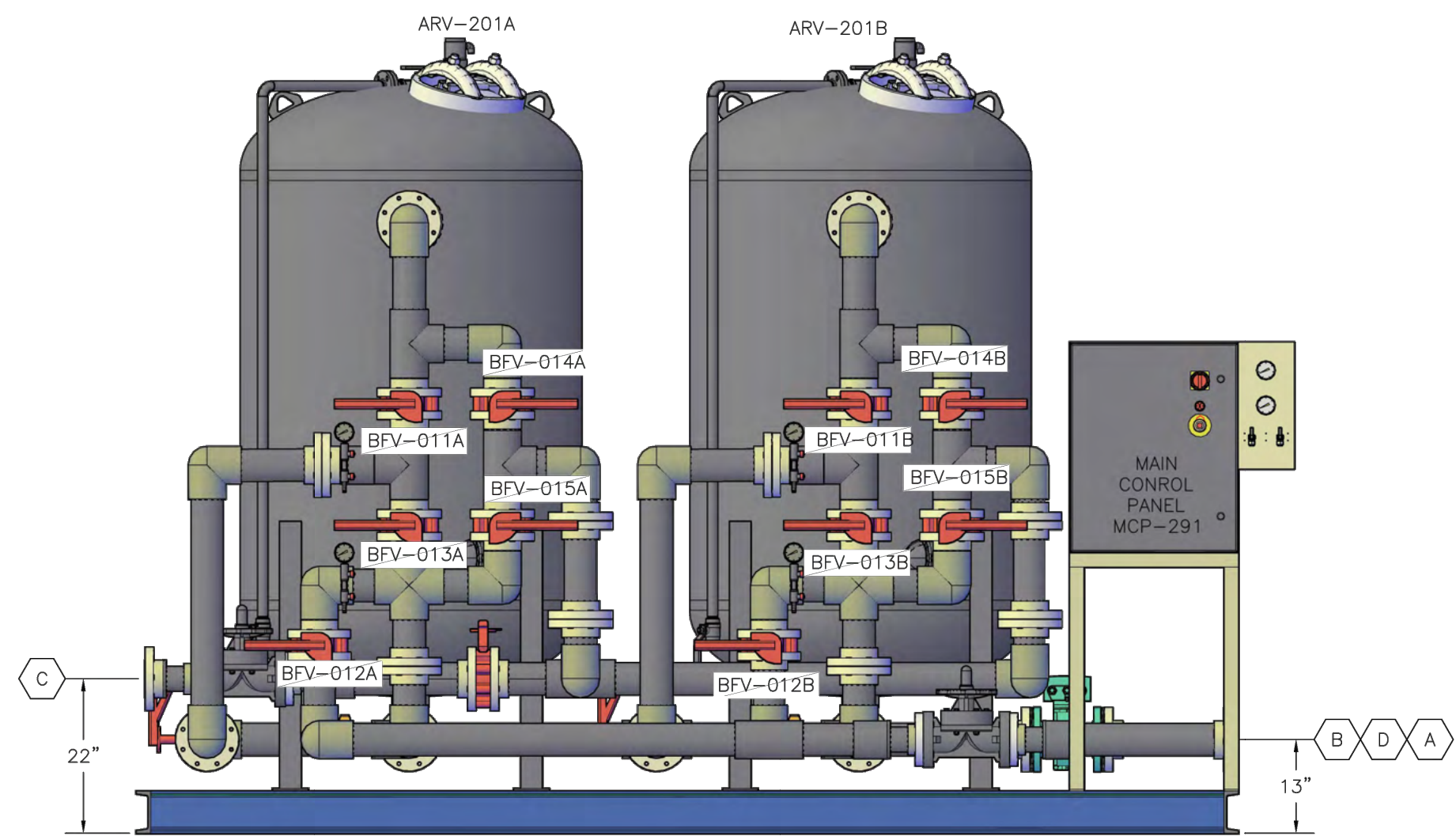
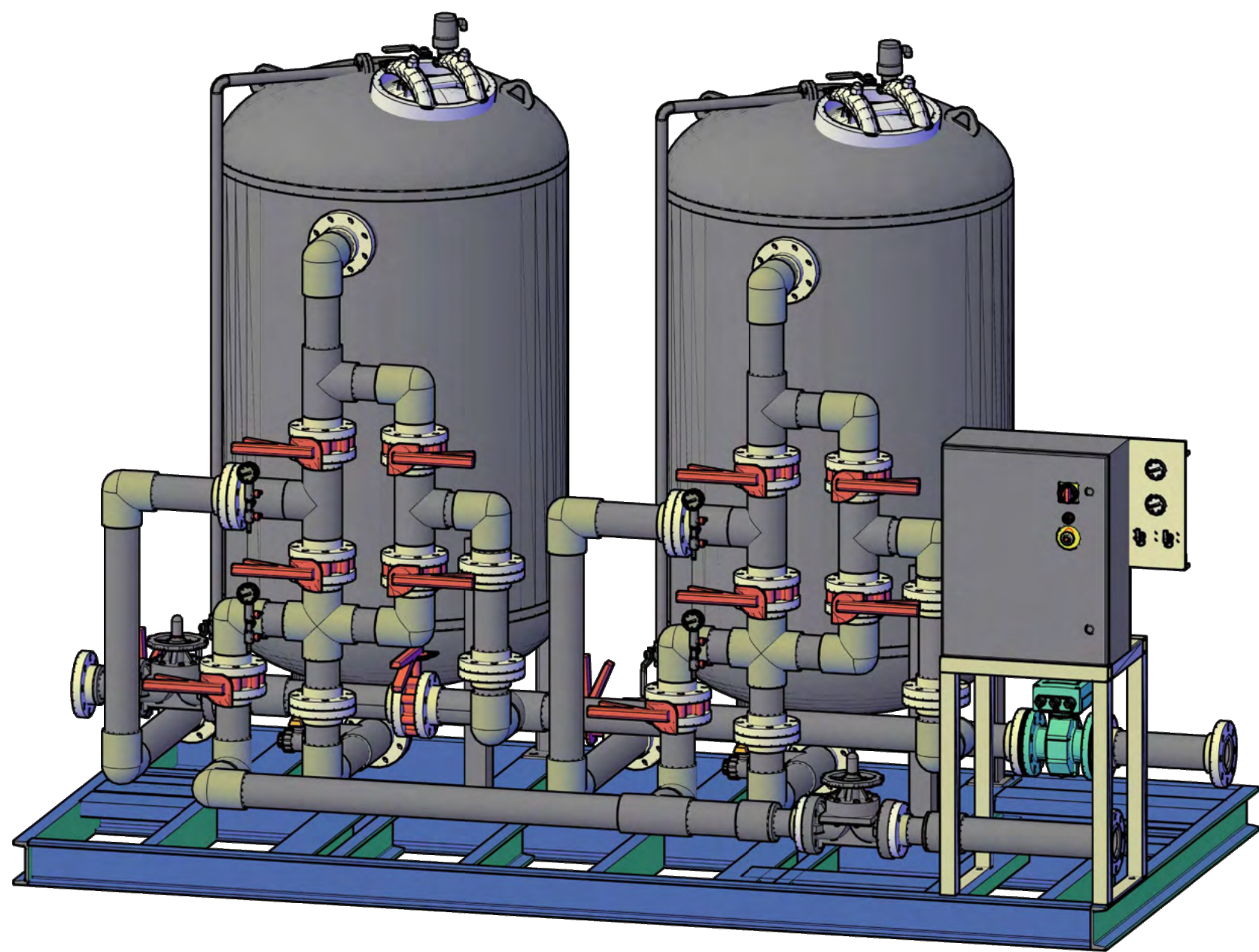
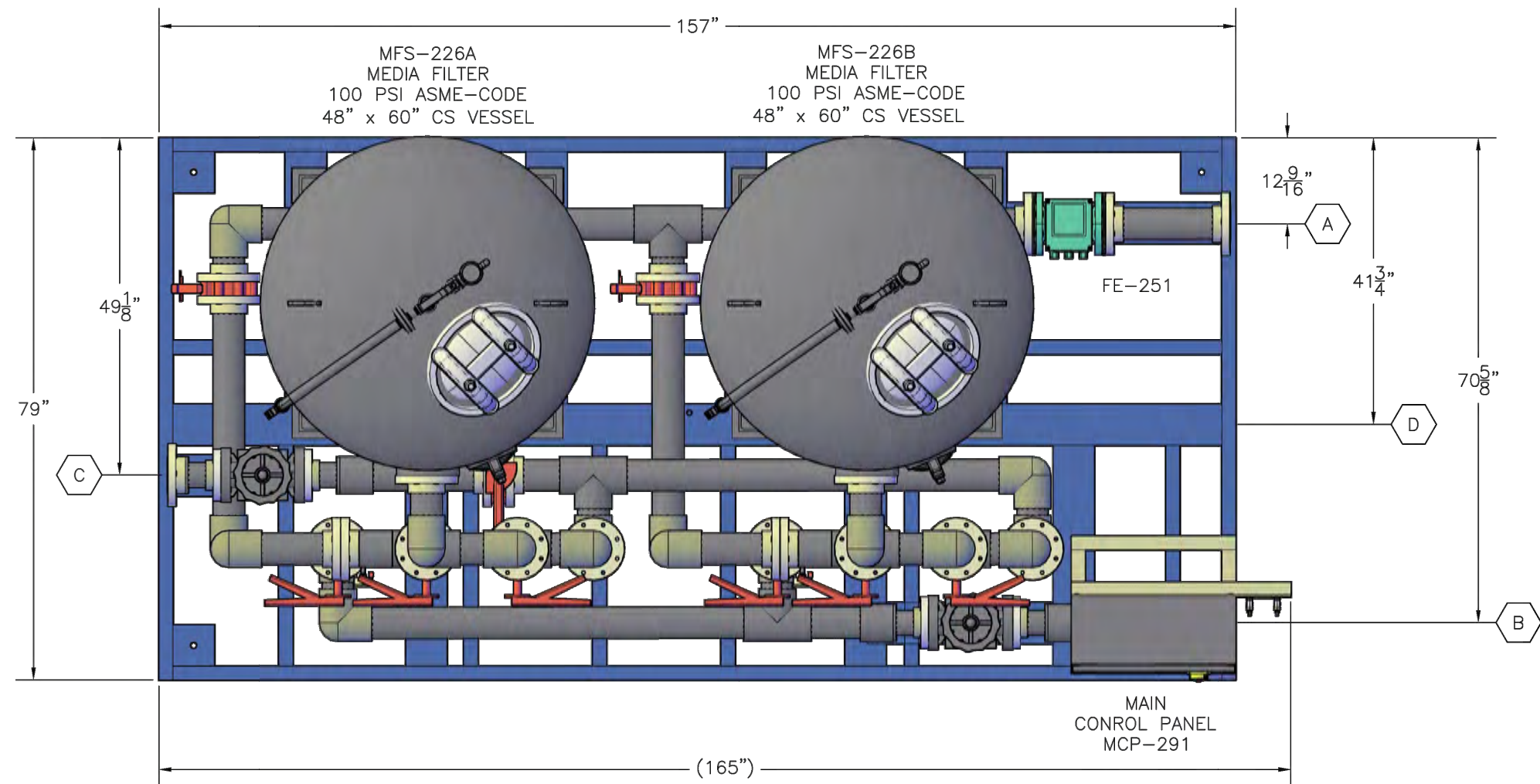
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PROJECT NO.: XXXXXX

FILE:

Attachment 4 – Alternative 2 – Ion Exchange Treatment

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1 ALT #2 - ION EXCHANGE TREATMENT
FIG #4 SCALE: 1" = 10'

DATE: 5/27/2021
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REVIEWED BY:
PROJECT NO.: XXXXX
FILE:

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NO.	DATE		

TOWN OF LEWISBORO, NY
OAKRIDGE WATER DISTRICT
WTP UPGRADE PROJECT

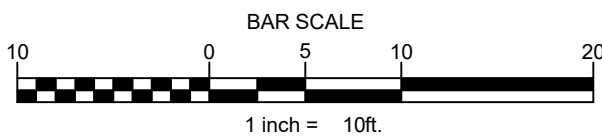
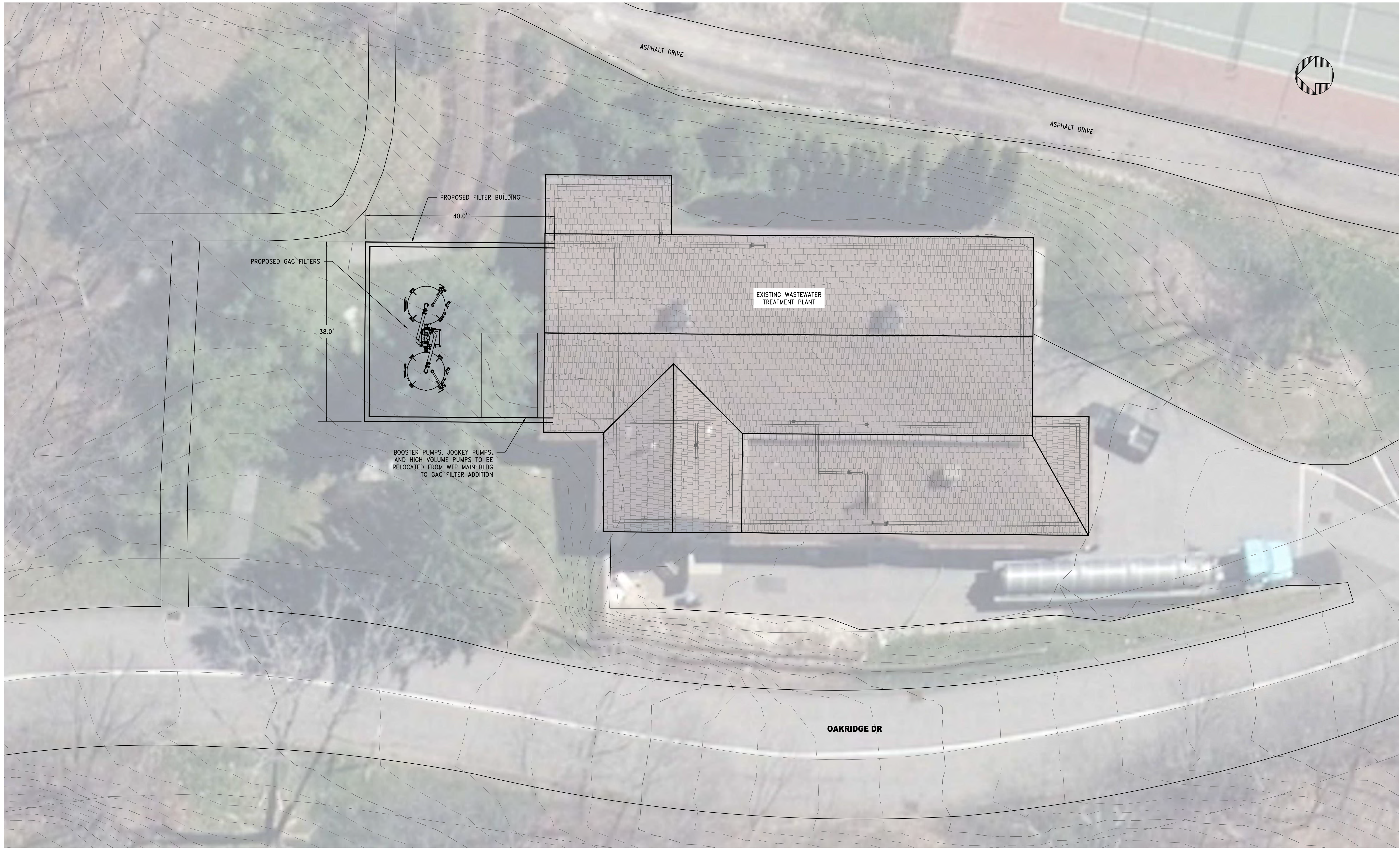
ALT #2 - ION EXCHANGE
TREATMENT

SHEET:

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Attachment 5 – Propose WTP Building Addition

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DATE: 5/27/2021
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SCALE:
REVIEWED BY:
PROJECT NO.: XXXXXX
FILE:

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1000 W. STATE STREET, ALBANY, NY 12206 - 518.452.1290
16 EAST MARKET ST. RED HOOK, NY 12571 - 518.452.1290
548 BROADWAY, MONTICELLO, NY 12521 - 845.791.7777

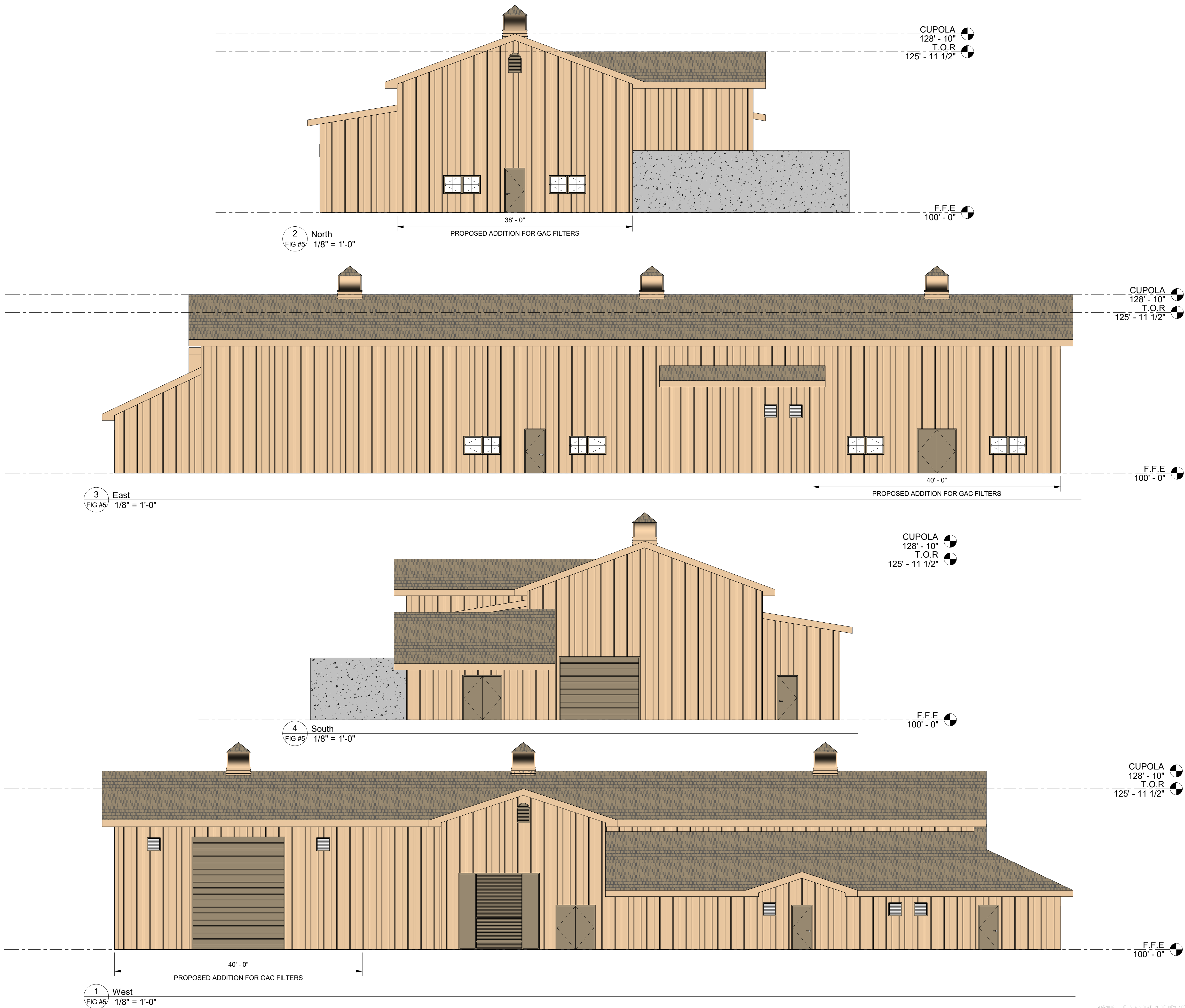
REVISIONS	
NO.	DESCRIPTION

TOWN OF LEWISBORO, NY
OAKRIDGE WATER DISTRICT
WTP UPGRADE PROJECT

SITE PLAN

SHEET:

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Issue Date

IMB

1/8" = 1'-0"

RF

PROJECT NO.: Project Number

FILE:

DATE:

DRAWN BY:

SCALE:

REVIEWED BY:

PROJECT NO.:

FILE:

DELAWARE

ENGINEERING, D.P.C.

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55 SOUTH MAIN STREET, ONEONTA, NY 13320 - 607.432.8073
1000 WEST 10TH STREET, ALBANY, NY 12206 - 518.452.1290
8700 SEASIDE DRIVE, ALBANY, NY 12206 - 518.452.1290
16 EAST MARKET ST., RED HOOK, NY 12571 - 518.452.1290
548 BROADWAY, MONTICELLO, NY 12701 - 845.791.7777

NO.	DATE	DESCRIPTION

TOWN OF LEWIBORO, NY

OAKRIDGE WATER DISTRICT

WTP UPGRADE PROJECT

PROPOSED WTP

BUILDING ADDITION

SHEET:

Appendix A - EPA Administrative Order



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

MAY 29 2018

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Article Number: 7017 1450 0000 0133 2121

Joel Smith
Town of South Salem
11 Main Street
South Salem, N Y 10590

Re: In the Matter of: Oakridge Water District (PWS ID: NY5918395)
Administrative Order
Docket No. SDWA-02-2018-8054

Dear Mr. Smith:

Enclosed you will find an Administrative Order ("AO"). The enclosed Order finds that Oakridge Water District is a public water system as defined by the Safe Drinking Water Act ("SDWA") and 40 C.F.R. Part 141.2, and is, therefore, subject to its requirements. The Environmental Protection Agency ("EPA") also finds that Oakridge Water District failed to comply with the requirements of the Stage 2 Disinfectants and Disinfection By-products Rule ("Stage 2 DBPR") by failing to comply with the maximum contaminant level ("MCL") for total trihalomethanes ("TTHMs").

I urge your cooperation in assuring that the requirements of the enclosed AO are met. The violation of an AO may subject the violator to an administratively assessed civil penalty not to exceed \$38,175, or a court-imposed penalty not to exceed \$54,789 per day of violation.

If you have any questions regarding this matter, please contact Nicole Foley Kraft, Chief, Groundwater Compliance Section at (212) 637-3093.

Sincerely,

Dore LaPosta, Director
Division of Enforcement and Compliance Assistance

Enclosure

cc: Paul Kutzy, Westchester County Health Department
Lloyd Wilson, NYSDOH

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION II
290 BROADWAY
NEW YORK, NY 10007-1866**

IN THE MATTER OF:

Town of South Salem
Oakridge Water District
11 Main Street
South Salem, New York 10590

PWS ID: NY5918395

Respondent.

Proceedings pursuant to Section 1414(g) of
the Safe Drinking Water Act, 42 U.S.C.
Section 300g-3(g)

ADMINISTRATIVE ORDER

Docket No.

SDWA-02-2018-8054

I. STATUTORY AUTHORITY

The following FINDINGS are made and ORDER issued under the authority vested in the Administrator of the United States Environmental Protection Agency ("USEPA") by Section 1414(g) of the Safe Drinking Water Act ("SDWA"), 42 U.S.C. Section 300g-3(g) ("the Act"), and duly delegated to the Director of the Division of Enforcement and Compliance Assistance of Region 2.

II. FINDINGS

1. Town of South Salem (hereinafter "Respondent") owns and/or operates the Oakridge Water District "public water system," within the meaning of Section 1401(4) of the SDWA, 42 U.S.C. §300f(4), and 40 C.F.R. §141.2, located in South Salem, New York.
2. Respondent is a "supplier of water" within the meaning of Section 1401(5) of the SDWA, 42 U.S.C. §300f(5), and 40 C.F.R. §141.2.
3. Respondent is a "person" within the meaning of Section 1401(12) of the SDWA, 42 U.S.C. §300f(12), and is subject to an Administrative Order ("AO") issued under Section 1414(g)(1) of the SDWA, 42 U.S.C. §300g-3(g)(1).
4. Respondent provides piped water for human consumption and regularly serves a population of at least 25 individuals year-round, and is therefore a "community water system" as defined by Section 1401(15) of the SDWA, 42 U.S.C. §300f(15), and 40 C.F.R. §141.2. Respondent is therefore, subject to the requirements of Part B of the SDWA, 42 U.S.C. §300g et seq., and its implementing regulations found at 40 C.F.R. Part 141.

5. On January 4, 2006, EPA promulgated the Stage 2 Disinfectants and Disinfection Byproducts Rule ("Stage 2 DBPR"), regulated under 40 C.F.R. Part 141, Subparts U and V, to provide for increased public health protection against the potential risks for cancer and reproductive developmental health effects associated with disinfection byproducts ("DBPs"). The Stage 2 DBPR introduced a new method for calculating compliance with the maximum contaminant levels ("MCL") for total trihalomethanes ("TTHM") and haloacetic acids ("HAA5"), referred to as the locational running annual average ("LRAA").
6. The New York State Department of Health ("NYSDOH") administers the Public Water Supply Supervision Program in New York pursuant to Section 1413 of the SDWA. The approval of primary enforcement authority from EPA to the NYSDOH was effective as of September 9, 1977. However, the NYSDOH has not yet obtained primary enforcement responsibility for the Stage 2 DBPR. Therefore, as of the date of this Order, the USEPA has primary responsibility for enforcement of the Stage 2 DBPR.
7. Respondent serves less than 10,000 persons, therefore, was required to begin complying with the compliance monitoring provisions of the Stage 2 DBPR beginning October 1, 2013.
8. Pursuant to 40 C.F.R. §141.621(a), Respondent is required to monitor for TTHM and HAA5. Specifically, the system is required to take individual TTHM and HAA5 samples at the locations with the highest TTHM and HAA5 concentrations, respectively, once per quarter. Pursuant to 40 C.F.R. §§141.605 and 141.622, respectively, Respondent must identify sampling locations in its Initial Distribution System Evaluation Report and/or Subpart V Monitoring Plan.
9. Pursuant to 40 C.F.R. §§141.64(b)(2) and 141.620(d), Respondent must calculate LRAAs for TTHM and HAA5 using monitoring results collected and determine whether each LRAA exceeds the MCL. If Respondent fails to complete four consecutive quarters of monitoring, Respondent must calculate compliance with the MCL based on the average of the available data from the most recent four quarters.
10. Pursuant to 40 C.F.R. §141.629(a), Respondent is required to report to the State within ten (10) days following the end of any quarter in which monitoring is required. The information to be reported includes the location, date and result of each sample taken during the monitoring period.
11. Based on information provided by NYSDOH, Respondent violated the MCL for TTHM during the third calendar quarter of 2016 and the third calendar quarter of 2017 and is, therefore, in violation of 40 C.F.R. §141.61(b)(2).
12. EPA is issuing this AO to place the Respondent on an enforceable schedule to comply with the requirements of 40 C.F.R. Part 141 Subpart V and the SDWA.

III. ORDER

Based on the foregoing FINDINGS, and pursuant to the authority of Section 1414(g) of the SDWA, EPA is issuing this ORDER to place the Respondent on an enforceable schedule to comply with the monitoring, reporting and MCL requirements of 40 C.F.R. Part 141, Subpart V and the SDWA. **EPA hereby ORDERS:**

13. Within thirty (30) days of receipt of this Order, Respondent must submit a corrective action plan, including steps taken and/or planned, to achieve compliance with the TTHM MCL.
14. Respondent shall conduct monitoring for TTHM and HAA5 in accordance with 40 C.F.R. §141.621(a) and its approved monitoring plan. Samples shall be analyzed in accordance with 40 C.F.R. §141.621(b). Respondent must calculate the LRAAs for TTHM and HAA5 using monitoring results collected, in accordance with 40 C.F.R. §141.620(d). Specifically, Respondent must calculate compliance with the MCL based on the available data from the most recent four quarters.
15. Respondent shall submit to EPA, in addition to routine reporting to Westchester County Department of Health, the results of the TTHM and HAA5 monitoring required by Paragraph 14 by the 10th of the month following the end of the calendar quarter within which the samples were collected in accordance with 40 C.F.R. §141.629. Respondent shall report quarterly to EPA until directed otherwise.
16. Respondent shall comply with all public notice requirements specified in 40 C.F.R. Part 141, Subpart Q and continue to repeat quarterly until the violation has been resolved, which includes advising consumers of Respondent's failure to comply with the MCL for TTHM.
17. Respondent shall remain in compliance with all applicable requirements of the Stage 2 DBPR, including the TTHM and HAA5 monitoring requirements (40 C.F.R. §141.621, compliance determination requirements (40 C.F.R. §141.620), and reporting requirements (40 C.F.R. §141.629).

V. GENERAL PROVISIONS

18. All information required to be submitted by this Order shall be mailed to:

Nicole Foley Kraft, Chief
Groundwater Compliance Section
U.S. Environmental Protection Agency
290 Broadway, 20th Floor
New York, NY 10007-1866
(212) 637-3093
kraft.nicole@epa.gov

and

Lloyd Wilson, Director
Bureau of Water Supply Protection
Center for Environmental Health
New York State Department of Health
Corning Tower, Room 1110
Empire State Plaza
Albany, NY 12237

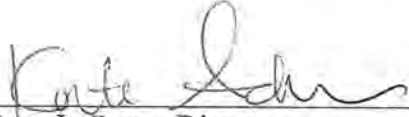
and

Paul Kutzy, Asst. Commissioner EQ
Westchester County Department of Health
Bureau of Environmental Quality
145 Huguenot Street, 7th Floor
New Rochelle, NY 10801

19. Notwithstanding Respondent's compliance with any requirement of this Order, Respondent's failure to comply with all of the requirements of the Act and Part 141 may subject Respondent to additional enforcement action, including but not limited to judicial, administrative and equitable actions.
20. This Administrative Order shall not prohibit, prevent, or otherwise preclude EPA from taking whatever action it deems appropriate to enforce the Act in any manner and shall not prohibit, prevent, or otherwise preclude EPA from using this Order in subsequent administrative or judicial proceedings. Nothing in this Order shall constitute a waiver, suspension or modification of the requirements of the Act, or the rules and regulations promulgated there under which remain in full force and effect. Issuance of this Order is not an election by EPA to forgo any civil or criminal action otherwise authorized under the Law.
21. The Respondent may be subject to an administrative civil penalty of up to \$38,175 pursuant to Section 1414(g)(3)(B) of the Act, 42 U.S.C. §300g-3(g)(3)(B) or a civil penalty assessed by an appropriate United States District Court that exceeds \$38,175 pursuant to Section 1414(g)(3)(C) of the Act, 42 U.S.C. §300g-3(g)(3)(C). A violation of any term of this Order may also subject the Respondent to a judicial civil penalty of up to \$54,789 per day of violation pursuant to Section 1414(b) of the Act, 42 U.S.C. §300g-3(b).
22. Respondent may seek federal judicial review of the Order pursuant to Section 1448(a) of the Act, 42 U.S.C. §300j-7(a).
23. This Order does not relieve Respondent of any responsibilities or liabilities established pursuant to any applicable federal, State or local law.
24. This Administrative Order shall take effect upon the signature of the Director, Division of Enforcement and Compliance Assistance.

MAY 29

ORDERED, this _____ day of _____, 2018.


Dore LaPosta, Director
Division of Enforcement and Compliance Assistance

Appendix B – WCDOH Notice of Violation

March 1, 2021
NOTICE OF VIOLATION
New York State Sanitary Code, 10 NYCRR Part 5

Mr. JOEL SMITH
PO Box 500
11 Main Street
SOUTH SALEM, NY 10590

Re: 02 - MCL, AVERAGE
Violation ID: 2021 1123
Determination Date: March 1, 2021
OAKRIDGE WATER DISTRICT
PWS ID: NY5918395
Lewisboro (T), WESTCHESTER County

Dear Mr. JOEL SMITH;

THIS IS A BASIC VIOLATION REPORT.

Violation ID: 2021 1123
Determination Date: 3/1/2021
Violation Type:
Name: 02 - MCL, AVERAGE
Analyte Group: PERFLUOROCTANE SULFONIC ACID (PFOS) - 2805
Analyte Name: PERFLUOROCTANE SULFONIC ACID (PFOS)
Analyte Code: 2805
Compliance Period Begin: 1/1/2021
Compliance Period End: 3/31/2021
Violation Period Begin Date: 1/1/2021
Violation Period End Date: 3/31/2021

Reference Enforcement ID: 2021 2541



George Latimer
County Executive

Sherlita Antler, M.D.
Commissioner of Health

3/15/21

JOEL
TONY

March 1st, 2021

Town of Lewisboro
11 Main St
South Salem, NY 10590
Attn: The Honorable Peter H. Parsons, Town Supervisor

RE: Violation ID: 2021 1123
PFOS MCL Violation
Oakridge Water Company
Lewisboro (T)
PWS ID: NY 5918395

Dear Supervisor Parsons:

A review of Perfluorooctanesulfonic acid (PFOS), Perfluorooctanoic acid (PFOA), and 1,4-Dioxane sampling results for the 1st quarter 2021 monitoring period for the above referenced public water supply revealed that the PFOS level exceeded the Maximum Contamination Level (MCL) of 0.0000100 milligrams per liter (mg/L) with an average value for the quarter of 0.0000145 mg/L. This constitutes non-compliance with Part 5, Subpart 5-1, Section 5-1.52, Table 3 of the New York State Sanitary Code (NYSSC).

You are reminded that Tier 2 Public Notification must be made within thirty (30) days from the date of this notice in accordance with Part 5, Subpart 5-1, Section 5-1.52 Table 13 and 5-1.78 of the NYSSC. Further, certification that the above notification was made and a copy of such notifications must be provided to the Department within ten (10) days of the completion of the notification requirement. A draft of the notice must be submitted to this Department for review prior to distribution.

Please find the attached Notice of Violation form generated by the New York State Department of Health Safe Drinking Water Information System (SDWIS) and recorded on its database.

In light of the above, it is requested that a proposal to provide a corrective action to the above MCL violations must be submitted to this Department no later than May 31, 2021.

Should you have any questions or require additional information, please contact Chika Amasiani at (914) 864-7338 or the undersigned at (914) 864-7348.

Very truly yours,

Zaw T. Thein, P.E.
Associate Engineer
Bureau of Environmental Quality

ZT:CA

Department of Health
25 Moore Avenue
Mount Kisco, New York 10549

Telephone: (914) 864-7348

Fax: (914) 813-4691



Appendix C – PFAS Sampling Data from Wells



ANALYTICAL REPORT

Lab Number:	L2123480
Client:	Envirotest Laboratories Inc. 315 Fullerton Avenue Newburgh, NY 12550
ATTN:	Debra Bayer
Phone:	(845) 562-0890
Project Name:	VRI-LEWISBORO/OAKRIDGE DW
Project Number:	42002044
Report Date:	05/21/21

The original project report/data package is held by Alpha Analytical. This report/data package is paginated and should be reproduced only in its entirety. Alpha Analytical holds no responsibility for results and/or data that are not consistent with the original.

Certifications & Approvals: MA (M-MA030), NH NELAP (2062), CT (PH-0141), DoD (L2474), FL (E87814), IL (200081), LA (85084), ME (MA00030), MD (350), NJ (MA015), NY (11627), NC (685), OH (CL106), PA (68-02089), RI (LAQ00299), TX (T104704419), VT (VT-0015), VA (460194), WA (C954), US Army Corps of Engineers, USDA (Permit #P330-17-00150), USFWS (Permit #206964).

320 Forbes Boulevard, Mansfield, MA 02048-1806
508-822-9300 (Fax) 508-822-3288 800-624-9220 - www.alphalab.com

Project Name: VRHLEWISBORO/OAKRIDGE DW
Project Number: 42002044

Lab Number: L2123480
Report Date: 05/21/21

Alpha Sample ID	Client ID	Matrix	Sample Location	Collection Date/Time	Receive Date
L2123480-01	WELL 2 (420-196710-1)	DW	Not Specified	05/05/21 13:20	05/06/21
L2123480-02	WELL 2 FIELD BLANK (420-196710-2)	FIELD REAGENT BLANK	Not Specified	05/05/21 13:20	05/06/21
L2123480-03	WELL 4 (420-196710-3)	DW	Not Specified	05/05/21 12:50	05/06/21
L2123480-04	WELL 4 FIELD BLANK (420-196710-4)	FIELD REAGENT BLANK	Not Specified	05/05/21 12:50	05/06/21
L2123480-05	WELL 5 (420-196710-5)	DW	Not Specified	05/05/21 13:05	05/06/21
L2123480-06	WELL 5 FIELD BLANK (420-196710-6)	FIELD REAGENT BLANK	Not Specified	05/05/21 13:05	05/06/21
L2123480-07	WELL 6 (420-196710-7)	DW	Not Specified	05/05/21 13:25	05/06/21
L2123480-08	WELL 6 FIELD BLANK (420-196710-8)	FIELD REAGENT BLANK	Not Specified	05/05/21 13:25	05/06/21
L2123480-09	WELL 7 (420-196710-9)	DW	Not Specified	05/05/21 12:45	05/06/21
L2123480-10	WELL 7 FIELD BLANK (420-196710-10)	FIELD REAGENT BLANK	Not Specified	05/05/21 12:45	05/06/21

Project Name: VRI-LEWISBORO/OAKRIDGE DW
Project Number: 42002044

Serial_No:05212110:24
Lab Number: L2123480
Report Date: 05/21/21

SAMPLE RESULTS

Lab ID: L2123480-01
Client ID: WELL 2 (420-196710-1)
Sample Location: Not Specified

Date Collected: 05/05/21 13:20
Date Received: 05/06/21
Field Prep: Not Specified

Sample Depth:

Matrix: Dw
Analytical Method: 133,537.1
Analytical Date: 05/14/21 18:50
Analyst: LV

Extraction Method: EPA 537.1
Extraction Date: 05/14/21 11:05

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Perfluorinated Alkyl Acids by EPA 537.1 - Mansfield Lab						
Perfluorooctanoic Acid (PFOA)	10.2		ng/l	1.89	0.632	1
Perfluorooctanesulfonic Acid (PFOS)	13.9		ng/l	1.89	0.632	1

Surrogate	% Recovery	Qualifier	Acceptance Criteria
Perfluoro-n-[1,2-13C2]hexanoic Acid (13C-PFHxA)	89		70-130
Tetrafluoro-2-heptafluoropropoxy-[13C3]-propanoic acid (13C3-HFPO-DA)	74		70-130
Perfluoro-n-[1,2-13C2]decanoic Acid (13C-PFDA)	81		70-130
N-Deuterioethylperfluoro-1-octanesulfonamidoacetic Acid (d5-NEtFOSAA)	87		70-130

Project Name: VRI-LEWISBORO/OAKRIDGE DW
Project Number: 42002044

Serial_No:05212110:24
Lab Number: L2123480
Report Date: 05/21/21

SAMPLE RESULTS

Lab ID: L2123480-03
Client ID: WELL 4 (420-196710-3)
Sample Location: Not Specified

Date Collected: 05/05/21 12:50
Date Received: 05/06/21
Field Prep: Not Specified

Sample Depth:

Matrix: Dw
Analytical Method: 133,537.1
Analytical Date: 05/14/21 19:07
Analyst: LV

Extraction Method: EPA 537.1
Extraction Date: 05/14/21 11:05

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
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Perfluorinated Alkyl Acids by EPA 537.1 - Mansfield Lab

Perfluorooctanoic Acid (PFOA)	7.26		ng/l	1.92	0.642	1
Perfluorooctanesulfonic Acid (PFOS)	5.38		ng/l	1.92	0.642	1

Surrogate	% Recovery	Qualifier	Acceptance Criteria
Perfluoro-n-[1,2-13C2]hexanoic Acid (13C-PFHxA)	97		70-130
Tetrafluoro-2-heptafluoropropoxy-[13C3]-propanoic acid (13C3-HFPO-DA)	80		70-130
Perfluoro-n-[1,2-13C2]decanoic Acid (13C-PFDA)	93		70-130
N-Deuterioethylperfluoro-1-octanesulfonamidoacetic Acid (d5-NEtFOSAA)	89		70-130

Project Name: VRI-LEWISBORO/OAKRIDGE DW
Project Number: 42002044

Serial_No:05212110:24
Lab Number: L2123480
Report Date: 05/21/21

SAMPLE RESULTS

Lab ID: L2123480-05
Client ID: WELL 5 (420-196710-5)
Sample Location: Not Specified

Date Collected: 05/05/21 13:05
Date Received: 05/06/21
Field Prep: Not Specified

Sample Depth:

Matrix: Dw
Analytical Method: 133,537.1
Analytical Date: 05/14/21 19:25
Analyst: LV

Extraction Method: EPA 537.1
Extraction Date: 05/14/21 11:05

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Perfluorinated Alkyl Acids by EPA 537.1 - Mansfield Lab						
Perfluorooctanoic Acid (PFOA)	8.95		ng/l	1.83	0.610	1
Perfluorooctanesulfonic Acid (PFOS)	4.97		ng/l	1.83	0.610	1

Surrogate	% Recovery	Qualifier	Acceptance Criteria
Perfluoro-n-[1,2-13C2]hexanoic Acid (13C-PFHxA)	88		70-130
Tetrafluoro-2-heptafluoropropoxy-[13C3]-propanoic acid (13C3-HFPO-DA)	74		70-130
Perfluoro-n-[1,2-13C2]decanoic Acid (13C-PFDA)	94		70-130
N-Deuterioethylperfluoro-1-octanesulfonamidoacetic Acid (d5-NEFOSAA)	94		70-130

Project Name: VRI-LEWISBORO/OAKRIDGE DW
Project Number: 42002044

Serial_No:05212110:24
Lab Number: L2123480
Report Date: 05/21/21

SAMPLE RESULTS

Lab ID: L2123480-07
Client ID: WELL 6 (420-196710-7)
Sample Location: Not Specified

Date Collected: 05/05/21 13:25
Date Received: 05/06/21
Field Prep: Not Specified

Sample Depth:

Matrix: Dw
Analytical Method: 133,537.1
Analytical Date: 05/14/21 19:42
Analyst: LV

Extraction Method: EPA 537.1
Extraction Date: 05/14/21 11:05

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
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Perfluorinated Alkyl Acids by EPA 537.1 - Mansfield Lab

Perfluorooctanoic Acid (PFOA)	9.06		ng/l	1.84	0.615	1
Perfluorooctanesulfonic Acid (PFOS)	12.7		ng/l	1.84	0.615	1

Surrogate	% Recovery	Qualifier	Acceptance Criteria
Perfluoro-n-[1,2-13C2]hexanoic Acid (13C-PFHxA)	95		70-130
Tetrafluoro-2-heptafluoropropoxy-[13C3]-propanoic acid (13C3-HFPO-DA)	79		70-130
Perfluoro-n-[1,2-13C2]decanoic Acid (13C-PFDA)	99		70-130
N-Deuterioethylperfluoro-1-octanesulfonamidoacetic Acid (d5-NEFOSAA)	110		70-130

Project Name: VRI-LEWISBORO/OAKRIDGE DW
Project Number: 42002044

Serial_No:05212110:24
Lab Number: L2123480
Report Date: 05/21/21

SAMPLE RESULTS

Lab ID: L2123480-09
Client ID: WELL 7 (420-196710-9)
Sample Location: Not Specified

Date Collected: 05/05/21 12:45
Date Received: 05/06/21
Field Prep: Not Specified

Sample Depth:

Matrix: Dw
Analytical Method: 133,537.1
Analytical Date: 05/14/21 20:00
Analyst: LV

Extraction Method: EPA 537.1
Extraction Date: 05/14/21 11:05

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Perfluorinated Alkyl Acids by EPA 537.1 - Mansfield Lab						
Perfluorooctanoic Acid (PFOA)	10.1		ng/l	1.82	0.609	1
Perfluorooctanesulfonic Acid (PFOS)	3.98		ng/l	1.82	0.609	1

Surrogate	% Recovery	Qualifier	Acceptance Criteria
Perfluoro-n-[1,2-13C2]hexanoic Acid (13C-PFHxA)	96		70-130
Tetrafluoro-2-heptafluoropropoxy-[13C3]-propanoic acid (13C3-HFPO-DA)	78		70-130
Perfluoro-n-[1,2-13C2]decanoic Acid (13C-PFDA)	94		70-130
N-Deuterioethylperfluoro-1-octanesulfonamidoacetic Acid (d5-NEtFOSAA)	91		70-130

ANALYTICAL REPORT

Job Number: 420-190968-1

Job Description: VRI - Lewisboro/Oakridge 5918395 DW

For:

VRI Environmental Services
PO Box 943
Millbrook, NY 12545

Attention: Melissa Toro

Signature

Debra Bayer

Customer Service Manager

dbayer@envirotestlaboratories.com

02/28/2021

NYSDOH ELAP does not certify for all parameters. EnviroTest Laboratories does hold certification for all analytes where certification is offered by ELAP unless otherwise specified in the Certification Information section of this report. Pursuant to NELAP, this report may not be reproduced, except in full, without written approval of the laboratory. EnviroTest Laboratories Inc. certifies that the analytical results contained herein apply only to the samples tested as received by our laboratory. All questions regarding this report should be directed to the EnviroTest Customer Service Representative.

EnviroTest Laboratories, Inc. Certifications and Approvals: NYSDOH 10142, NJDEP NY015, CTDOHP PH-0554

Envirotest Laboratories

315 Fullerton Avenue, Newburgh, NY 12550

Tel (845) 562-0890 Fax (845) 562-0841 www.envirotestlaboratories.com



ANALYTICAL REPORT

Lab Number:	L2107123
Client:	Envirotest Laboratories Inc. 315 Fullerton Avenue Newburgh, NY 12550
ATTN:	Debra Bayer
Phone:	(845) 562-0890
Project Name:	VRI-LEWISBORO/OAKRIDGE 5918395
Project Number:	42002044
Report Date:	02/27/21

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Certifications & Approvals: MA (M-MA086), NH NELAP (2064), CT (PH-0574), IL (200077), ME (MA00086), MD (348), NJ (MA935), NY (11148), NC (25700/666), PA (68-03671), RI (LAQ00065), TX (T104704476), VT (VT-0935), VA (460195), USDA (Permit #P330-17-00196).

Eight Walkup Drive, Westborough, MA 01581-1019
508-898-9220 (Fax) 508-898-9193 800-624-9220 - www.alphalab.com



Project Name: VRI-LEWISBORO/OAKRIDGE 5918395
Project Number: 42002044

Lab Number: L2107123
Report Date: 02/27/21

Alpha Sample ID	Client ID	Matrix	Sample Location	Collection Date/Time	Receive Date
L2107123-01	WELL 6 (420-190968-1)	DW	Not Specified	02/11/21 11:15	02/12/21
L2107123-02	FIELD BLANK (420-190968-2)	FIELD REAGENT BLANK	Not Specified	02/11/21 00:00	02/12/21

Project Name: VRI-LEWISBORO/OAKRIDGE 5918395
Project Number: 42002044

Serial_No:02272119:55
Lab Number: L2107123
Report Date: 02/27/21

SAMPLE RESULTS

Lab ID: L2107123-01
Client ID: WELL 6 (420-190968-1)
Sample Location: Not Specified

Date Collected: 02/11/21 11:15
Date Received: 02/12/21
Field Prep: Not Specified

Sample Depth:

Matrix: Dw
Analytical Method: 133,537.1
Analytical Date: 02/19/21 18:01
Analyst: LV

Extraction Method: EPA 537.1
Extraction Date: 02/19/21 06:55

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Perfluorinated Alkyl Acids by EPA 537.1 - Mansfield Lab						
Perfluorooctanoic Acid (PFOA)	11.4		ng/l	1.97	0.614	1
Perfluorooctanesulfonic Acid (PFOS)	15.5		ng/l	1.97	0.484	1

Surrogate	% Recovery	Qualifier	Acceptance Criteria
Perfluoro-n-[1,2-13C2]hexanoic Acid (13C-PFHxA)	103		70-130
Tetrafluoro-2-heptafluoropropoxy-[13C3]-propanoic acid (13C3-HFPO-DA)	93		70-130
Perfluoro-n-[1,2-13C2]decanoic Acid (13C-PFDA)	100		70-130
N-Deuterioethylperfluoro-1-octanesulfonamidoacetic Acid (d5-NEtFOSAA)	96		70-130

ANALYTICAL REPORT

Job Number: 420-188704-1

Job Description: VRI - Lewisboro/Oakridge 5918395 DW

For:
VRI Environmental Services
PO Box 943
Millbrook, NY 12545

Attention: Melissa Toro

Debra Bayer

Customer Service Manager

dbayer@envirotestlaboratories.com

02/06/2021

NYSDOH ELAP does not certify for all parameters. EnviroTest Laboratories does hold certification for all analytes where certification is offered by ELAP unless otherwise specified in the Certification Information section of this report. Pursuant to NELAP, this report may not be reproduced, except in full, without written approval of the laboratory. EnviroTest Laboratories Inc. certifies that the analytical results contained herein apply only to the samples tested as received by our laboratory. All questions regarding this report should be directed to the EnviroTest Customer Service Representative.

EnviroTest Laboratories, Inc. Certifications and Approvals: NYSDOH 10142, NJDEP NY015, CTDOH PH-0554

Envirotest Laboratories

315 Fullerton Avenue, Newburgh, NY 12550

Tel (845) 562-0890 Fax (845) 562-0841 www.envirotestlaboratories.com



ANALYTICAL REPORT

Lab Number:	L2101092
Client:	Envirotest Laboratories Inc. 315 Fullerton Avenue Newburgh, NY 12550
ATTN:	Debra Bayer
Phone:	(845) 562-0890
Project Name:	VRI-LEWISBORO/OAKRIDGE 5918395
Project Number:	42002044
Report Date:	01/28/21

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Certifications & Approvals: MA (M-MA030), NH NELAP (2082), CT (PH-0141), DoD (L2474), FL (E87814), IL (200081), LA (85084), ME (MA00030), MD (350), NJ (MA015), NY (11627), NC (695), OH (CL106), PA (88-02069), RI (LA000299), TX (T104704419), VT (VT-0015), VA (460194), WA (C954), US Army Corps of Engineers, USDA (Permit #P330-17-00150), USFWS (Permit #206984).

320 Forbes Boulevard, Mansfield, MA 02048-1806
508-822-9300 (Fax) 508-822-3288 800-624-9220 - www.alphalab.com



Project Name: VRI-LEWISBORO/OAKRIDGE 5918395
Project Number: 42002044

Lab Number: L2101092
Report Date: 01/28/21

Alpha Sample ID	Client ID	Matrix	Sample Location	Collection Date/Time	Receive Date
L2101092-01	WELL 2 (420-188704-1)	DW	Not Specified	01/06/21 13:35	01/08/21
L2101092-02	WELL 4 (420-188704-2)	DW	Not Specified	01/06/21 13:00	01/08/21
L2101092-03	WELL 5 (420-188704-3)	DW	Not Specified	01/06/21 13:10	01/08/21
L2101092-04	WELL 6 (420-188704-4)	DW	Not Specified	01/06/21 13:20	01/08/21
L2101092-05	WELL 7 (420-188704-5)	DW	Not Specified	01/06/21 12:55	01/08/21
L2101092-06	WELL 2 FIELD BLANK (420-188704-6)	FIELD REAGENT BLANK	Not Specified	01/06/21 13:25	01/08/21
L2101092-07	WELL 4 FIELD BLANK (420-188704-7)	FIELD REAGENT BLANK	Not Specified	01/06/21 13:00	01/08/21
L2101092-08	WELL 5 FIELD BLANK (420-188704-8)	FIELD REAGENT BLANK	Not Specified	01/06/21 13:10	01/08/21
L2101092-09	WELL 6 FIELD BLANK (420-188704-9)	FIELD REAGENT BLANK	Not Specified	01/06/21 13:20	01/08/21
L2101092-10	WELL 7 FIELD BLANK (420-188704-10)	FIELD REAGENT BLANK	Not Specified	01/06/21 12:55	01/08/21

Project Name: VRI-LEWISBORO/OAKRIDGE 5918395
Project Number: 42002044

Lab Number: L2101092
Report Date: 01/28/21

SAMPLE RESULTS

Lab ID: L2101092-01 R
Client ID: WELL 2 (420-188704-1)
Sample Location: Not Specified

Date Collected: 01/08/21 13:35
Date Received: 01/08/21
Field Prep: Not Specified

Sample Depth:

Matrix: Dw
Analytical Method: 133,537.1
Analytical Date: 01/12/21 10:53
Analyst: LV

Extraction Method: EPA 537.1
Extraction Date: 01/10/21 10:45

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Perfluorinated Alkyl Acids by EPA 537.1 - Mansfield Lab						
Perfluorooctanoic Acid (PFOA)	6.75		ng/l	1.82	0.569	1
Perfluorooctanesulfonic Acid (PFOS)	9.81		ng/l	1.82	0.449	1

Surrogate	% Recovery	Qualifier	Acceptance Criteria
Perfluoro-n-[1,2-13C2]hexanoic Acid (13C-PFHxA)	85		70-130
Tetrafluoro-2-heptafluoropropoxy-[13C3]-propanoic acid (13C3-HFPO-DA)	81		70-130
Perfluoro-n-[1,2-13C2]decanoic Acid (13C-PFDA)	70		70-130
N-Deuterioethylperfluoro-1-octanesulfonamidoacetic Acid (d5-NEFOSAA)	78		70-130

Serial_No:01282110:14

Project Name: VRI-LEWISBORO/OAKRIDGE 5918395

Lab Number: L2101092

Project Number: 42002044

Report Date: 01/28/21

SAMPLE RESULTS

Lab ID: L2101092-02

Date Collected: 01/06/21 13:00

Client ID: WELL 4 (420-188704-2)

Date Received: 01/08/21

Sample Location: Not Specified

Field Prep: Not Specified

Sample Depth:

Matrix: Dw

Extraction Method: EPA 537.1

Analytical Method: 133,537.1

Extraction Date: 01/10/21 10:45

Analytical Date: 01/12/21 04:07

Analyst: LV

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Perfluorinated Alkyl Acids by EPA 537.1 - Mansfield Lab						
Perfluorooctanoic Acid (PFOA)	7.94		ng/l	1.99	0.622	1
Perfluorooctanesulfonic Acid (PFOS)	3.87		ng/l	1.99	0.490	1

Surrogate	% Recovery	Qualifier	Acceptance Criteria
Perfluoro-n-[1,2- ¹³ C ₂]hexanoic Acid (13C-PFHxA)	87		70-130
Tetrafluoro-2-heptafluoropropoxy-[¹³ C ₃]-propanoic acid (13C ₃ -HFPO-DA)	84		70-130
Perfluoro-n-[1,2- ¹³ C ₂]decanoic Acid (13C-PFDA)	70		70-130
N-Deuterioethylperfluoro-1-octanesulfonamidoacetic Acid (d ₅ -NEtFOSAA)	79		70-130

Project Name: VRI-LEWISBORO/OAKRIDGE 5918395
Project Number: 42002044

Serial_No:01282110:14
Lab Number: L2101092
Report Date: 01/28/21

SAMPLE RESULTS

Lab ID: L2101092-03
Client ID: WELL 5 (420-188704-3)
Sample Location: Not Specified

Date Collected: 01/06/21 13:10
Date Received: 01/08/21
Field Prep: Not Specified

Sample Depth:

Matrix: Dw

Extraction Method: EPA 537.1

Analytical Method: 133,537.1
Analytical Date: 01/12/21 04:15
Analyst: LV

Extraction Date: 01/10/21 10:45

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Perfluorinated Alkyl Acids by EPA 537.1 - Mansfield Lab						
Perfluorooctanoic Acid (PFOA)	6.13		ng/l	1.85	0.576	1
Perfluorooctanesulfonic Acid (PFOS)	4.51		ng/l	1.85	0.454	1

Surrogate	% Recovery	Qualifier	Acceptance Criteria
Perfluoro-n-[1,2-13C2]hexanoic Acid (13C-PFHxA)	78		70-130
Tetrafluoro-2-heptafluoropropoxy-[13C3]-propanoic acid (13C3-HFPO-DA)	69	Q	70-130
Perfluoro-n-[1,Z-13C2]decanoic Acid (13C-PFDA)	95		70-130
N-Deuterioethylperfluoro-1-octanesulfonamidoacetic Acid (d5-NEtFOSAA)	82		70-130

Project Name: VRI-LEWISBORO/OAKRIDGE 5918395
Project Number: 42002044

Serial No: 01282110:14
Lab Number: L2101092
Report Date: 01/28/21

SAMPLE RESULTS

Lab ID: L2101092-04
Client ID: WELL 6 (420-188704-4)
Sample Location: Not Specified

Date Collected: 01/06/21 13:20
Date Received: 01/08/21
Field Prep: Not Specified

Sample Depth:

Matrix: Dw
Analytical Method: 133.537.1
Analytical Date: 01/12/21 04:24
Analyst: LV

Extraction Method: EPA 537.1
Extraction Date: 01/10/21 10:45

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Perfluorinated Alkyl Acids by EPA 537.1 - Mansfield Lab						
Perfluorooctanoic Acid (PFOA)	8.12		ng/l	1.82	0.568	1
Perfluorooctanesulfonic Acid (PFOS)	13.5		ng/l	1.82	0.448	1

Surrogate	% Recovery	Qualifier	Acceptance Criteria
Perfluoro-n-[1,2-13C2]hexanoic Acid (13C-PFHxA)	88		70-130
Tetrafluoro-2-heptafluoropropoxy-[13C3]-propanoic acid (13C3-HFPQ-DA)	84		70-130
Perfluoro-n-[1,2-13C2]decanoic Acid (13C-PFDA)	75		70-130
N-Deuterioethylperfluoro-1-octanesulfonamidoacetic Acid (d5-NEtFOSAA)	103		70-130

Project Name: VRI-LEWISBORO/OAKRIDGE 5918395
Project Number: 42002044

Serial_No:01282110:14
Lab Number: L2101092
Report Date: 01/28/21

SAMPLE RESULTS

Lab ID: L2101092-05 R
Client ID: WELL 7 (420-188704-5)
Sample Location: Not Specified

Date Collected: 01/06/21 12:55
Date Received: 01/08/21
Field Prep: Not Specified

Sample Depth:

Matrix: Dw
Analytical Method: 133,537.1
Analytical Date: 01/12/21 11:11
Analyst: LV

Extraction Method: EPA 537.1
Extraction Date: 01/10/21 10:45

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Perfluorinated Alkyl Acids by EPA 537.1 - Mansfield Lab						
Perfluorooctanoic Acid (PFOA)	7.98		ng/l	1.80	0.581	1
Perfluorooctanesulfonic Acid (PFOS)	4.06		ng/l	1.80	0.442	1

Surrogate	% Recovery	Qualifier	Acceptance Criteria
Perfluoro-n-[1,2-13C2]hexanoic Acid (13C-PFHxA)	87		70-130
Tetrafluoro-2-heptafluoropropoxy-[13C3]-propanoic acid (13C3-HFPO-DA)	75		70-130
Perfluoro-n-[1,2-13C2]decanoic Acid (13C-PFDA)	72		70-130
N-Deuterioethylperfluoro-1-octanesulfonamidoacetic Acid (d5-NEtFOSAA)	77		70-130

Appendix D – Capacity Development Evaluation Form

CAPACITY DEVELOPMENT PROGRAM

TECHNICAL, MANAGERIAL, AND FINANCIAL EVALUATION CRITERIA FOR: COMMUNITY PUBLIC WATER SYSTEMS

SYSTEM NAME: Town of Lewisboro

COUNTY Westchester **PWSID #:** 5918395

COMPLETED BY: Robert Flores **DATE:** September 10, 2019

Technical Capacity

A. System Infrastructure

1. Does the system have as-built plans, drawings, or maps of its facilities including source, treatment, storage, and distribution?

☒

Yes

☐

No

☐

Not Applicable

If the system lacks certain plans, please specify:

2. Does the system have exact location measurements of all main valves and service shut-offs?

☒

Yes

☐

No

☐

Not Applicable

3. Can the system's pumping, storage and distribution facilities meet current normal and peak demands and required distribution pressures?

☒

Yes

☐

No

☐

Not Applicable

4. Does the system have a water conservation plan?

☒

Yes

☐

No

☐

Not Applicable

5. Are all customers on the water system metered?

☒

Yes

☐

No

☐

Not Applicable

6. Is the system equipped with "master" meters that measure the amount of water the system produces or purchases for each source of water?

☒

Yes

☐

No

☐

Not Applicable

B. Source Water Evaluation

1. Does the system have a copy of its Source Water Assessment?

☐

Yes

☒

No

☐

Not Applicable

2. Has a yield analysis been done for the system's source?

☐

Yes

☒

No

☐

Not Applicable

3. Does the system have a description of the existing source-pumping capacity and the system's raw and finished water storage capacity?

☒

Yes

☐

No

☐

Not Applicable

4. For groundwater systems, does your system have a wellhead protection program in place?

☒

Yes

☐

No

☐

Not Applicable

C. Technical Knowledge

1. Has an evaluation of the water system facilities been conducted with respect to its ability to reliably meet current and proposed State and Federal drinking water regulations?

☒

Yes

☐

No

☐

Not Applicable

If system can't meet regulations, please specify:

2. Does the system have monthly water production records or treatment records that show daily and monthly water production for each source used by the system?

☒

Yes

☐

No

☐

Not Applicable

3. Has an evaluation been conducted to document the condition and remaining service life of existing facilities?

☒

Yes

☐

No

☐

Not Applicable

4. Has the system been cited within the past two years for failing to sample and report test results?

☒

Yes

☐

No

☐

Not Applicable

5. Has the system been cited within the past two years for operating deficiencies as a result of a sanitary survey or other inspection conducted by the DOH?

☐

Yes

☒

No

☐

Not Applicable

6. If you answered "Yes" to Questions 4 or 5, has corrective action been taken to correct all deficiencies?

☒

Yes

☐

No

☐

Not Applicable

D. Certified Operators

1. Does the water system have a certified water operator(s) and designated an operator in responsible charge?

☒

Yes

☐

No

2. If the water system does not have a state-certified water treatment operator, or lacks the necessary number of operators to safely and reliably operate the system, does the system have a plan to acquire the services of a (additional) state-certified operator?

☐

Yes

☐

No

☒

Not Applicable

Managerial Capacity

A. Staffing and Organization

1. What type of training/continuing education did system personnel attend within the last two years (please specify)?

APPROVED NYS DOT @ CONTINUING ED

2. Who is responsible for policy and operational decisions for the water system (name and title)?

JOEL SMITH TOWN HIGHWAY

3. Who is responsible for ensuring compliance with state regulatory requirements (name and title)?

FERNANDO DONGO, VRI MANAGER

4. Who is responsible for approving expenditures (name and title)?

JOEL SMITH TOWN HIGHWAY

5. For systems that contract for system operation or management: Does the system have a valid (signed) contract that summarizes the duties and responsibilities the contractor must provide to the system?

☒

Yes

☐

No

☐

Not Applicable

B. Ownership

1. *If the system is under temporary ownership, has a future owner been found for the water system?*

☐ Yes ☐ No ☒ Not Applicable

If "Yes", who will the future owner be?

2. *For systems that use, but do not own, land or facilities that are essential to water system operation: Is there a valid long-term contract (i.e., lease) between the water system and the owner of the land or facilities essential to the operation of the system?*

☐ Yes ☐ No ☒ Not Applicable

3. *For systems with a single proprietor: Does the system have a contingency plan for continuing system operation in the event the owner becomes incapable of carrying out his/her responsibilities?*

☐ Yes ☐ No ☒ Not Applicable

C. Consolidation/Restructuring

1. Has the system examined the feasibility of:
a) Incorporating with an existing water system in the immediate proximity?

☐ Yes ☐ No ☒ Not Applicable

- b) Selling ownership to an existing water system?

☐ Yes ☐ No ☒ Not Applicable

- c) Contracting for the management or operation of the system with an existing system or satellite management/operations agency?

☐ Yes ☐ No ☒ Not Applicable

D. Emergency/Disaster Response Plans

1. Has the system developed an Emergency Response Plan?

☒ Yes ☐ No ☐ Not Applicable

2. Does the Emergency Response Plan:

- a) Designate responsible personnel in the event of an emergency?

☒ Yes ☐ No ☐ Not Applicable

b) Provide for emergency phone and radio capabilities?

☒ Yes ☐ No ☐ Not Applicable

c) Describe public and health department notification procedures?

☒ Yes ☐ No ☐ Not Applicable

3. Does the system have any emergency contract agreements under which it operates (e.g., emergency water interconnections and alternative sources)?

☒ Yes ☐ No ☐ Not Applicable

E. Water System Policies

1. Does the system have a *written* System Operations Manual or Policy?

☒ Yes ☐ No ☐ Not Applicable

F. Record Keeping

1. Does the system keep water utility records including: financial, regulatory, facility, operations and maintenance, data quality, Annual Water Quality Reports, and correspondence with the NYS Department of Health and/or local Health Departments (and where appropriate, the NYSPSC)?

☒ Yes ☐ No ☐ Not Applicable

Financial Capacity

A. Budget Projection – Revenues and Expenses

1. Does the system have a water budget?

☒ Yes ☐ No ☐ Not Applicable

2. Are the system's annual water revenues sufficient to cover the annual water expenses as well as anticipated capital improvements?

☒ Yes ☐ No ☐ Not Applicable

3. Are the system's water rates, when combined with other revenue sources, sufficient to cover all listed expenditures for the water system?

☒ Yes ☐ No ☐ Not Applicable

4. Does the system retain budget information for at least two years?

☒

Yes

☐

No

☐

Not Applicable

B. Reserves

1. Does the system have a reserve account (or funds within a reserve account) dedicated to:

- a) Financing the emergency replacement of critical facilities in the event of their failure?

☐

Yes

☒

No

☐

Not Applicable

- b) The maintenance of cash flow in the event of an unexpected funding shortfall?

☒

Yes

☐

No

☐

Not Applicable

2. If the system has a reserve account, how does it determine the amount to put into the account?

☒ Fixed Amount ☐ Percentage of Revenues ☐ Percentage of Expenses
☐ Other (please specify) _____

3. If the system has a reserve account, what type(s) of reserve account(s) does it have?

☐ Operation and Maintenance ☒ Capital Projects ☐ Debt Service
☐ Other (please specify) _____

C. Capital Improvement Plan

1. How do you finance operation and maintenance costs (Check all that apply)?

☒ Rates collected from ratepayers ☐ Rental fees
☐ Other business revenue ☐ Personal capital
☐ Surcharges ☐ Reserve account
☐ Other (Please specify) _____

2. How did you finance your LAST major repair or improvement?

☐ Commercial bank loan ☒ Bonds
☐ DWSRF ☐ Other State or federal loan/grant program
☐ Surcharge ☐ Personal Capital
☐ Reserve Account ☐ Revenue from other business
☐ Other (Please specify) _____

3. What options do you have for financing your NEXT major repair or improvement?

<input type="checkbox"/> Commercial bank loan	<input checked="" type="checkbox"/> Bonds
<input checked="" type="checkbox"/> DWSRF	<input type="checkbox"/> Other State or federal loan/grant program
<input type="checkbox"/> Surcharge	<input type="checkbox"/> Personal Capital
<input type="checkbox"/> Reserve Account	<input type="checkbox"/> Revenue from other business
<input type="checkbox"/> Other (Please specify) _____	

D. Water System Rates

1. Does the water system management review user fee, user charge, or rate system at least once every two years?

☒ Yes ☐ No ☐ Not Applicable

2. What is the frequency of billing (e.g., 12, 6, or 4 times per/year)? 4 times/year

3. Where applicable, what are the system's water rates?

4. What are rates based on?

☐ Capital Improvement Plan and Annual Budget
☒ Annual Budget Only
☐ Cash on Hand
☐ Last year's expenses
☐ Not sure
☐ Other (Please specify _____)

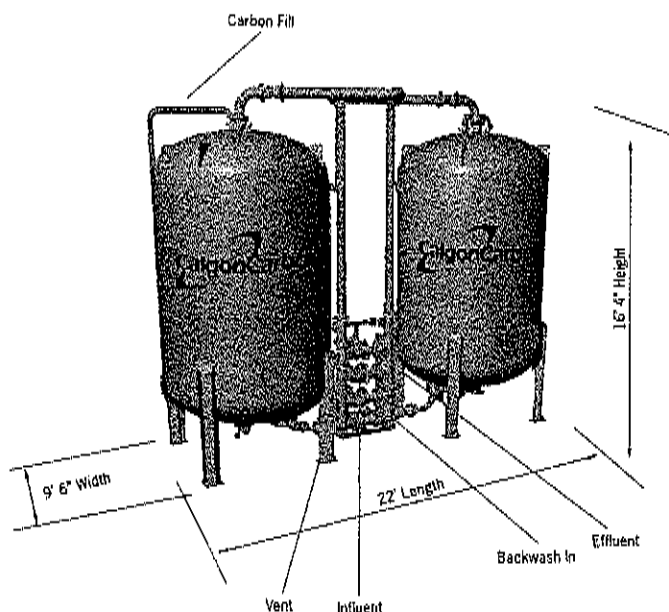
5. What was the date of the last rate increase? -

END OF DOCUMENT

Appendix E – GAC Filter Data Sheets

MODEL 8

Modular Carbon Adsorption System



Description

The Calgon Carbon Model 8 is an adsorption system designed for the removal of dissolved organic compounds from water or other liquids using granular activated carbon. The modular design concept allows for selection of options or alternate materials to best meet the requirements of the site and treatment application.

The Model 8 system is delivered as two adsorbers and a separate compact center piping network and interconnecting piping requiring minimal space and field assembly. The pre-engineered Model 8 design assures that adsorption system functions can be performed with the system as provided. The design has the benefit of Calgon Carbon's extensive expertise and has been proven in numerous applications. The engineering package can be provided quickly and the system expedited through Calgon Carbon's production capabilities.

The process piping network for the Model 8 offers operation of the two adsorbers in parallel or two-stage series flow, with either adsorber in the lead position. The piping can also isolate either adsorber for carbon exchange or backwash operations, while maintaining flow through the other adsorber. In addition, the Calgon Carbon underdrain design provides for efficient use of the carbon through uniform collection of water at the bottom of the bed; and even distribution of backwash water to minimize carbon bed disturbance.

The Model 8 system is designed for use with Calgon Carbon's closed loop carbon exchange service. Using specially designed carbon transport trailers, the spent carbon can be removed from the adsorber via a pressurized carbon-water slurry; and fresh carbon refilled in the same manner. This closed loop transfer is accomplished without exposure of personnel to either spent or fresh carbon. Calgon Carbon can also manage the disposition of the spent carbon. It is typically returned to Calgon Carbon for reactivation, avoiding the need for the site to arrange for disposal.

Carbon Adsorbers

MODEL 8

Carbon steel ASME code stamped pressure vessels

Internal vinyl ester lining (25-35 mils) to protect carbon steel surfaces

Suitable for potable water and most liquid applications

Internal underdrain with stainless steel slotted septa for water collection and backwash distribution

Standard Adsorption System Piping

Schedule 40 carbon steel piping with cast iron fittings

Cast iron or steel wafer butterfly valves in process piping

Polypropylene lined steel pipe for resin discharge pipe

Full bore stainless steel ball valves for resin and discharge piping

Pressure gages to measure pressure drop across system and each adsorber

Rupture discs open to each vessel for emergency pressure relief

System External Coating

High solids epoxy paint system

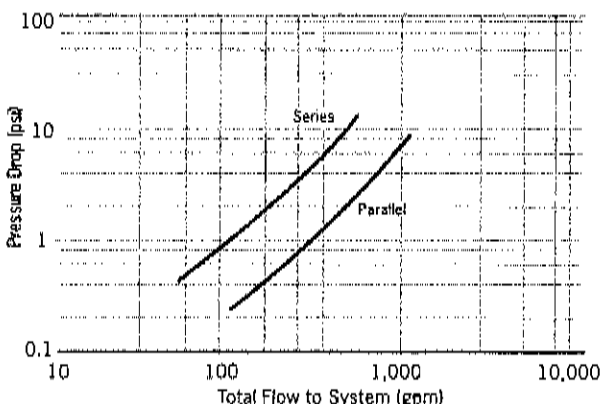
Typical System Options

In-bed water sample collection probes

System skid, shipped separately, upon which system components can be assembled

Pressure Drop Curve

F300 Carbon, 55°F, 4" Steel Pipe



Dimensions and Field Conditions	MODEL 8
Adsorber Vessel Diameter	8 ft (2,440 mm)
Process and Backwash Piping	6" (4" option)
Influent/Effluent Connections	6" 125# ANSI flange
Backwash/Vent Connections	6" 125# ANSI flange
Utility Water Connection	3/4" hose connection
Utility Air Connection	3/4" hose connection
Carbon Hose Connections	4" Kamlock type
Adsorber Side Manway	20" round flanged with davit
Adsorber Shipping Weight	16,000 lbs empty (7,300 kg)
System Operating Weight	92,000 lbs (41,800 kg)

Operating Conditions	MODEL 8
Carbon per Adsorber	10,000 lbs (9,080 kg)
Pressure Rating	125 psig (862 kPa)
Temperature Rating	150 deg F max (65°C)
Pressure Relief	Graphite rupture disc
Backwash Rate	Typical 500 gpm (25% expansion)
Carbon Transfer	Air pressurized slurry transfer
Utility Air	100 scfm at 30 psig (reduce to 15 psig for trailer)
Utility Water	100 gpm at 30 psig
Freeze Protection	None provided; enclosure or protection recommended

Calgon Carbon Systems and Services

The Model 8 system is designed for a variety of higher pressure water or process liquid applications at moderate flowrates. Calgon Carbon Corporation offers a wide range of carbon adsorption systems and services for a range of water or liquid flow rates and carbon usages to meet specific applications.

Calgon Carbon also provides additional services for support of water treatment systems, including supply of virgin and reactivated grades of granular activated carbon, or exchange of carbon in the treatment system, including disposal or reactivation of the spent activated carbon.

Safety Message

Wet activated carbon preferentially removes oxygen from air. In closed or partially closed containers and vessels, oxygen depletion may reach hazardous levels. If workers are to enter a vessel containing carbon, appropriate sampling and work procedures for potentially low oxygen spaces should be followed, including all applicable federal and state requirements. Please refer to the MSDS for all up to date product safety information.



Making Water and Air Safer and Cleaner

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Your local representative

Model 12-40 Adsorption System for use with Granular Activated Carbon

PART 1 General

1.01 Section Includes

- A. Adsorption System Description
- B. Adsorption System Specifications
- C. Installation and Start-up Services

1.02 References

- A. ASME Section VIII, Division 1 – American Society of Mechanical Engineers Boiler and Pressure Vessel Code
- B. ASME/ANSI B16.5 – American Society of Mechanical Engineers/American National Standard Institute
- C. U.S. Food and Drug Administration, 21 CFR 175.300 and 177.2420
- D. Steel Structures Painting Council Surface preparation Specifications and National Association of Corrosion Engineers
- E. ASME Section II, American Society of Mechanical Engineers – Materials, Parts A, B & C
- F. American Society of Testing Materials (ASTM)
- G. American Water Works Association (AWWA) – B604, Standard for Granular Activated Carbon
- H. ANSI/NSF Standard Drinking Water System Components – Health Effects

1.03 System Description

- A. Calgon Carbon Corporation will furnish the Model 12-40 Carbon Adsorption System described herein (for installation by others). The complete adsorption system includes the following.
 - a. Carbon adsorbers with internals for carbon retention
 - b. Activated carbon
 - c. Influent, effluent and backwash piping with valves
 - d. Carbon fill and discharge piping with valves
 - e. Vent and pressure relief piping
 - f. Water piping and utility connections
 - g. Accessories as shown below
 - h. Manufacturer's services
- B. The vessels, piping, valves, and carbon function as a system and are the end products of Calgon Carbon Corporation to achieve standardization for appearance, operation, maintenance, spare parts, and manufacturer's services.
- C. There will be one (1) Model 12-40 carbon adsorption system as delineated below:

System Number	Quantity	System Flow Rate GPM ¹ (EBCT –minutes)	Pressure Drop – Normal Operation PSI	Pressure Drop Backwash Operation PSI
1	One (1)	700 (30)	10 -12	20

¹ The maximum flow rate through the system is set by the Empty Bed Contact Time (EBCT) required to meet the treatment objective of the specific application, the mechanical design and available pressure drop.

1.04 Supplier's Qualifications

- A. Supplier of the adsorption system shall have the following minimum qualifications:
 - a. At least 20 years of experience successfully supplying both adsorption systems and GAC to treat water with flow rates greater than 500 gpm average daily flow.
 - b. Must own and operate an equipment fabrication facility with capabilities to both fabricate the equipment per applicable ASME code and finish lining and paint in a single facility.
 - c. Must own and operate at least two (2) GAC production facilities in the United States to guarantee the source of supply of activated carbon.

1.05 Submittals

- A. One submittal package with the following information will be provided for approval by the Owner. Fabrication will begin upon receipt of Owner's approval.
 - a. Adsorber vessel specifications and drawing including design pressure, dimensions, and capacity.
 - b. System flow diagram showing all valves, components, instrumentation and utilities.
 - c. System general arrangement showing dimensions, weights, and elevations including influent, effluent, backwash, and carbon exchange pipe connection locations.
 - d. Pressure drop information across the system.
 - e. Specification of the granular activated carbon to be utilized in the system.
 - f. Material specifications for pipe, fittings and instrumentation.
 - g. Specifications for vessel lining.
 - h. Specifications for vessel painting.
- B. The system Operating & Maintenance Manual will be provided upon completion of the project/shipment of the system.

PART 2 Products

2.01 General

- A. The Contract Documents indicate specific required features of the equipment, but do not purport to cover all details of design and construction.

2.02 Carbon Adsorber Vessels

- A. The carbon adsorbers are **Model 12-40 Carbon Adsorption Vessels**, as designed by Calgon Carbon Corporation to meet the following specifications.
- B. The carbon adsorber vessels are fabricated of carbon steel, conforming to ASTM A516 grade 70, 12'-0" diameter by 16'-0" straight side height with 2:1 elliptical top and bottom heads. Each vessel will be sized to contain 40,000 pounds of GAC and to accommodate approximately 30% bed expansion within the straight side of the vessel using Filtrasorb 400AR GAC². The vessels are designed, constructed and stamped in accordance with ASME Section VIII, Division 1 and registered with the National Board for a design pressure rating of 125 psig at 140°F. Each vessel will be provided with one (1) 20" diameter round manway located on the lower straight side portion of the vessel and one 14" x18" elliptical manway located on the bottom head. The vessels will be free standing utilizing four (4) structural steel support legs. The vessel will be provided with four (4) lift lugs located on the top head and one tailing lug on the bottom head.

² The percent bed expansion will vary depending on the apparent density of the GAC selected for a specific application.

- C. The structural aspects of the vessel will be sufficient to meet the International Building Code - IBC 2012 requirements of $S_s = 1.5$, Site Class D, $I = 1.25$. Calgon Carbon Corporation can submit detailed calculations on request illustrating the seismic characteristics of the proposed vessel.
- D. Each vessel will be designed with an underdrain system that provides uniform distribution of the treated water using a minimum of one (1) septa nozzle for every nominal square foot of vessel cross section, facilitates GAC removal without the need to open the manway to manually hose out the remaining spent GAC, and allows replacement of the septa without the need to remove external piping. The septa will be designed to contain the GAC within the adsorber and be constructed of polypropylene (pp) material.
- E. The vessel will be provided with the following nozzles:
 - a. One (1) 4" nozzle on the top head of the vessel for GAC fill.
 - b. Two (2) nozzles for GAC discharge. One (1) 6" GAC discharge nozzle is located on the vessel side wall and one (1) 4" centered on the bottom head.
 - c. One (1) 8" influent nozzle located on the top head constructed of stainless steel and provided with an internal flange to support the inlet distributor.
 - d. One (1) 8" effluent nozzle located on the bottom head.
 - e. Three (3) 2" sample nozzles located on the side wall.
 - f. One (1) 2" cone vent nozzle located on the lower side wall
- F. All surfaces will be degreased prior to sandblasting. The adsorber internal surface that will be lined will be blasted to a white metal finish (SSPC-SP5) to provide a 3 to 4 mil anchor pattern. The exterior surfaces of the adsorber will be prepared by blasting per SSPC-SP7.
- G. The interior surfaces of the vessel will be lined. The surfaces above the internal cone with a nominal lining thickness of 35 to 45 mil dry film (dft) and the surfaces under the internal cone bottom a nominal lining thickness of 10 to 12 mil dft. The lining material is a vinyl ester combined with a special curing system and inert flake pigment that meets the requirements of the U. S. Federal Register, Food and Drug Regulations Title 21, Paragraphs 175.300 and 177.2420 and the requirements of ANSI 61 when applied and cured per the manufacturer's requirements.
- H. The exterior surface of the adsorbers will be painted to a dry film thickness of 5 to 7 mil with a high solids epoxy (gray color) paint material.

2.03 Process and Utility Piping

- A. The process and utility piping on the adsorption system will include influent water to the system, treated water (effluent), backwash water supply and discharge, adsorber vent lines and granular activated carbon fill and discharge piping.
- B. The influent and effluent pipe network allows series (lead/lag) and parallel only operating modes. Lead/lag operation allows either; a) flow from the influent flange, to Adsorber A, to the pipe module, to Adsorber B, to the pipe module then to the effluent flange, or b) flow from the influent flange, to Adsorber B, to the pipe module, to Adsorber A, to the pipe module then to the effluent flange. The change in flow pattern is accomplished with a change of valve positions. The purpose of lead/lag operation allows an adsorber to act as an on-line backup and/or provides for sufficient contact time to allow adsorption of the contaminants of concern.
- C. Process piping (influent, effluent and backwash) will be 8" diameter, constructed of schedule 40 carbon steel, ASTM A53 Grade B materials with 125# ASTM A126 Class B cast iron flanged fittings.
- D. Vent piping will be 3" diameter, constructed of schedule 40 carbon steel, ASTM A53 Grade B materials.

- E. Carbon fill piping will be 4" diameter, constructed of schedule 40 carbon steel, ASTM A53 Grade B materials.
- F. Carbon discharge piping will be 4" diameter, constructed of schedule 40 polypropylene lined carbon steel, ASTM 53 Grade B materials with ppl lined flanged fittings. The connection at the vessel side wall will be a 4"x 6" ppl lined fitting. There are a total of two (2) GAC discharge lines per vessel.
- G. The vessel must be designed with an adjustable GAC removal system to allow for removal of the spent in 20,000 lb increments.
- H. Utility piping will be constructed of threaded schedule 80 carbon steel, ASTM 53 Grade B materials.
- I. All piping surfaces will be prepared by blasting per SSPC-SP7.
- J. The exterior surface of the piping will be painted to a dry film thickness of 5 to 7 mil with a high solids epoxy (gray color) paint material prior to assembly to ensure minimum oxidation at flanged connections.
- K. The piping network will be provided with a structural steel support frame for support of the piping module.

2.04 Process and Utility Valves

- A. The process and utility piping, excluding GAC fill and discharge piping will be equipped with butterfly valves for flow control. A total of ten (10) 8" diameter butterfly valves will be supplied to accommodate the process and backwash control functions. Two (2) valves are needed for backwash control, two (2) valves are needed for influent isolation, two (2) valves for effluent isolation, two (2) valve for staging of the vessels and two (2) valves for the vent function.
- B. The influent, effluent, and backwash control valves will be a cast iron wafer type body butterfly valve with aluminum-bronze disc, BUNA-N seats and stainless steel shaft to mate to 150 pound ANSI flanges. The valves are rated for 200 psig in closed position at 180°F, and meet or exceed section 5.0 of AWWA specification C-504-87.
- C. The carbon fill and discharge valves are 4" diameter full port ball valves, 316 stainless steel construction with TFE seats and seals. A total of four (4) valves are supplied, two (2) for carbon fill and two (2) for carbon discharge.
- D. Utility valves for the compressed air supply will be bronze or brass or barstock brass body regular port ball valves.

2.05 Instrumentation

- A. Instrumentation will be accessible from grade.
- B. Pressure relief will be provided by a 3" rupture disk constructed of impervious graphite and designed to relieve pressure at the design pressure of the vessel and at the maximum flow to the system. The rupture disks will be mounted off the vessel vent line and vent to atmosphere. A total of two (2) will be provided for the system.
- C. Each vessel will be provided with an indicating differential pressure switch, 4" diameter dial, scaled for 20-0-20psi. The switch is rated at 1.0 amp @ 115 volts AC for remote indication. A total of two (2) will be provided for the system³.
- D. The process piping will be equipped with pressure gauges to indicate the pressure entering and exiting each adsorber and to provide information on pressure drop across each adsorber and the system. The pressure gauges will have 4 1/2" face diameter with a stainless steel bourdon tube in a phenolic case housing (1 to 160 psig range). A total of three (3) will be provided for the system.

³ The dP switches should be wired by the customer to a control system to provide an alarm on high differential pressure.

- E. The process piping will be equipped with sample taps to enable sampling of the water entering and exiting each adsorber. A total of three (3) will be provided for the system.
- 2.06 Miscellaneous
- A. Each vessel will be provided with an inlet distribution system connected to the inlet nozzle consisting of multiple radial arms. Each arm is drilled along its length to facilitate even distribution of water during normal operation and collection of backwash water. The assembly will be constructed using 304 stainless steel.
 - B. The carbon fill and discharge will be fitted with hose connections, such that carbon transfer to and from the adsorbers can be facilitated using carbon transfer hoses. These connectors will be 4" Quick Disconnect Adaptors constructed of aluminum as manufactured by Dover Corp. as Kamlock connectors or equal.
 - C. Two (2) flush connections will be provided on each GAC fill line, one upstream and one downstream of the valve. One (1) flush connection will be provided on each GAC discharge line, downstream of the valve. The connections will be welded into the steel or stainless steel pipe or screwed into solid propylene "spacers" for the lined pipe. Flush connections will consist of a short section of ¾" pipe, a ¾" full port ball valve and a ¾" quick disconnect adaptor to match with water hose fittings.
 - D. Each vessel will be provided with one (1) 8" stainless steel effluent strainer basket mounted in the effluent line from the vessel. The basket strainer shall be constructed of 316 stainless 14 gage plate with 1/8" diameter holes drilled on 3/16" centers, covered with 40 mesh 316 stainless steel screen and topped by a 4 mesh 316 stainless steel support screen (0.063" wire diameter). A total of two (2) will be provided for the system.
 - E. The influent and effluent pipe for each vessel will be provided with a molded neoprene reinforced rubber expansion joint which allows 4 way movement and 30° angular misalignment. A total of four (4) will be provided for the system.
- 2.01 Granular Activated Carbon – 80,000# Total (40,000# per vessel).
- 2.02 Virgin GAC shall be Filtrisorb 400AR as manufactured by Calgon Carbon Corporation or Approved Equal.
- 2.03 The GAC shall be manufactured in the United States of America.
- 2.04 The GAC shall be manufactured by a producer certified for ISO 9001:2000 quality standards and at the specific plant or site holding such certification. A copy of the valid certificate must be submitted with bid. It is understood that ANSI/NSF assures the GAC against toxicological hazards only. ISO 9001:2000 Certification assures the GAC of consistent conformance to stated product quality and standards listed in the specifications.
- 2.05 The GAC shall comply with AWWA B-604 - 96.
- 2.06 The GAC shall comply with NSF 61.
- 2.07 Each vessel shall be supplied with 40,000# Acid Rinsed GAC.
- 2.08 The GAC shall conform to Food Chemical Codex when tested under the conditions of the test outlined in the Food Chemical Codex, Third Edition.
- 2.09 The GAC must be an agglomerated bituminous coal based product with petroleum and coal based pitch binders sized to a granular form prior to baking and activation, broken pellets will not be accepted. Lignite, peat, wood, coconut, sub-bituminous based or direct activated GAC will not be accepted.
- 2.10 The GAC shall be capable of removing turbidity, color, tastes, odors and other organic contamination from previously pretreated by conventional water treatment processes.

- 2.11 Data showing successful application of the GAC in municipal water plants including turbidity and organic contamination shall be submitted with bid.
- 2.12 Bidder shall indicate the source of coal, carbon manufacturing location, the agglomeration/thermal process and capacity of the manufacturing facility. The (Engineer/City) reserve the right to inspect the GAC manufacturing and thermal processing facility.
- 2.13 Product shall be Acid Rinsed (AR) GAC to meet or exceed the following:

<u>Product Specification</u>	<u>Value</u>	<u>Test Method</u>
Iodine Number (mg/g), min.	950	TM-4, ASTM D4607
Moisture, weight %, max.	2	TM-1, ASTM D2867
Effective size, mm	0.55 – 0.75	TM-47, ASTM D2862
Uniformity Coefficient, max.	1.9	TM-47, ASTM D2862
Abrasion No., min.	75	TM-9, AWWA B604
Trace Capacity Number, mg/cc	10	TM-79, TM-85 (converted to TCN)
Screen Size (US Sieve), weight %		
* Larger than No. 12, max.	5.0	TM-8, ASTM D2862
* Smaller than No. 40, max.	4.0	TM-8, ASTM D2862
<u>Typical Property</u>	<u>Value</u>	
Apparent Density, g/cc	0.54	TM-7, ASTM D2862
Ash	10%	TM-5, ASTM D2860
Water Soluble Ash	<1%	AWWA B604
Non-Wettable	<1%	AWWA B604

2.14 GAC Delivery

- The GAC delivery shall be under the direct supervision of the GAC manufacturer's employee, having a minimum of 5 years experience in performing carbon exchanges. Supervision by a third party or agent is not allowed.
- Bidder shall submit resumes of supervisors capable of performing carbon exchanges, indicating qualifications, years of experience and location.
- GAC shall be transported, delivered and placed in a careful manner to exclude all dust, dirt or deleterious material and to prevent physical damage to the particles.
- Before delivery occurs, a Certificate of Analysis shall be provided for the GAC being delivered. Engineer can take random samples of GAC media for analysis to confirm it meets all specification parameters. Tests can be performed on the GAC including, but not limited to, iodine, ash, and apparent density. Failure of the samples to meet the above specifications shall be cause for rejection and the Contractor shall remove such media from the site and provide media that meets specification.
- The preferred method for spent carbon removal is to be completed hydraulically using bulk truck slurry method.
- Bidder shall submit a detailed description for carbon exchange procedures.
- Failure to provide the information requested will be considered non-responsive and the bid rejected.

PART 3 Execution

3.01 Calgon Carbon Services

- A. Calgon Carbon will assign a Project Manager (PM) to facilitate the execution of the project. The PM will interface with the customer for both the technical and commercial aspects of the project.
- B. Calgon Carbon will provide an Engineering Submittal Package as outlined in paragraph 1.05A
- C. Calgon Carbon will supply Operation and Maintenance Instructions upon completion of the project/shipment of the system.
- D. A manufacturer's trained specialists, experienced in the installation of the Calgon Carbon's Adsorption Systems, and with at least five (5) years of field experience will be present at the job site and/or classroom designated by the Owner/Contractor to provide the following services:
 - Inspection of the installed equipment
 - Supervision of carbon loading
 - Start-up assistance
 - Troubleshooting
 - Operator training
- E. Calgon Carbon will retain design and fabrication documentation for a minimum period of seven (7) years following completion of the project.

3.02 Services By Others

- A. The site or designated contractor will be responsible for installation and site services, typically including:
 - 1. Site preparation, foundation design and foundation installation
 - 2. Receipt, off-loading (and storage) of adsorption system equipment
 - 3. Installation of adsorption system equipment
 - 4. Connection of the dP switch to an alarm system
 - 5. Provision of a means to keep the vessel flooded in all operating modes⁴
 - 6. Any hydrostatic test of the installed (assembled) system at the site
 - 7. System connection to existing infrastructure
 - 8. System disinfection prior to initial fill of carbon
 - 9. Utilities for bulk loading of GAC (compressed air, clean water source, backwash water disposal)
 - 10. Operation of the system during carbon fill operation
 - 11. Mechanical startup of the system

⁴ Customer should review piping and determine if an anti-siphon loop is necessary to maintain flooded conditions in the adsorber.

Appendix F – Ion Exchange Data Sheets

Purofine® PFA694E

Tackle PFAS Contamination Before it's a Big Problem for Your Treatment Plant.

Purofine PFA694E is a specially developed ion exchange resin with high selectivity for poly- and perfluoroalkyl substances (PFAS) such as PFOA and PFOS. The resin effectively removes contamination and makes public drinking water cleaner and safer.

- 5 to 10 times more capacity for short- & long-chain contaminants than granular activated carbon (GAC)
- Shorter contact time;
1.5 – 3 mins. vs. 10 – 13 mins. for GAC
- Reduced analytical costs
- For use as a primary removal or polishing system
- Compliant with: -21 CFR §173.25-NSF ANSI 61

Purofine PFA694E is a proprietary resin with the dual removal mechanisms of ion exchange and adsorption technology built into each bead for maximum uptake of PFAS. Water treated with this resin will consistently achieve non-detectable levels of both short- and long-chain PFAS—including PFOA and PFOS—that are well below the current Health Advisory recommendations set by the US Environmental Protection Agency and state regulations.

Extensive laboratory and pilot testing conducted by universities in both the United States and Europe has proven the effectiveness of Purofine PFA694E technology for highly effective contaminant removal, ensuring that your system will remain in compliance year after year.

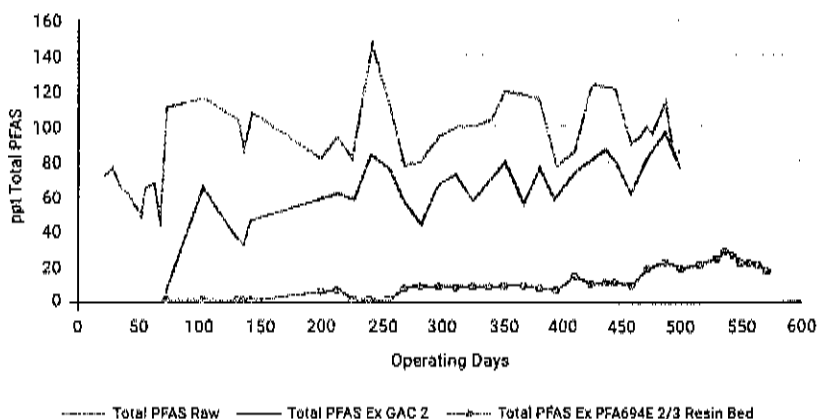
Purofine PFA694E is a robust resin that operates efficiently at higher linear velocities and with shorter contact times than carbon. This translates to lower capital costs for municipal and community water treatment systems as resin has a longer in-service life, requires a smaller system footprint and headspace, and needs less media installed to achieve superior results.

Purofine® PFA694E Resin Performance vs. Granular Activated Carbon

With higher capacity and longer in-service life, Purofine® PFA694E removes more PFAS over a longer period of time before requiring a change-out of the media.

This saves you time and money while enabling you to provide cleaner, safer water to your customers.

Total PFAS Removal
Bituminous GAC vs PFA694E resin



Purolite® Potable Water

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Uzbekistan

Purolite—the leading manufacturer of quality ion exchange, catalyst, adsorbent and specialty high-performance resins—is the only company that focuses 100% of its resources on the development and production of resin technology.

We're ready to solve your process challenges. For further information on Purolite products and services, visit www.purolite.com or contact your nearest Technical Sales Office.

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P-000086-NPOLD-0120-R5-ENG-PCO

Appendix G – Capital Cost Estimates

Project Name: Oakridge PFAS Upgrades

Project# :

Date: 5/26/2021

Prepared By: R. Flores



Delaware Engineering, D.P.C.

Conceptual Cost Opinion Oakridge Water System PFAS GAC Treatment								
ID	Description	Quantity	Units	Materials	Labor	Equipment	Total Unit Cost	Subtotals
1	Site Work							
1.1	Mobilization	1	LS		\$40,000.00		\$40,000.00	\$40,000.00
1.2	Sedimentation and Erosion Control	1	LS	\$1,000.00	\$5,000.00		\$6,000.00	\$6,000.00
1.3	Site Excavation	1	LS		\$40,000.00		\$40,000.00	\$40,000.00
1.4	Yard Piping	1	LS	\$2,000.00	\$60,000.00		\$62,000.00	\$62,000.00
1.5	Restoration	1	LS		\$10,000.00		\$10,000.00	\$10,000.00
								\$158,000.00
2	GAC Building							
2.1	Foundation	1	LS	\$25,000.00	\$25,000.00		\$50,000.00	\$50,000.00
2.2	Slab and Equipment Pad	1	LS	\$10,000.00	\$15,000.00		\$25,000.00	\$25,000.00
2.3	Building	1	LS	\$100,000.00	\$200,000.00		\$300,000.00	\$300,000.00
2.4	Doors and Windows	1	LS	\$20,000.00	\$10,000.00		\$30,000.00	\$30,000.00
								\$405,000.00
3	Piping							
3.1	Process Piping	1	LS	\$45,000.00	\$15,000.00		\$60,000.00	\$60,000.00
3.2	Flow Meter	1	LS	\$3,500.00	\$3,500.00		\$7,000.00	\$7,000.00
3.3	Backflow Preventor	1	LS	\$5,000.00	\$2,000.00		\$7,000.00	\$7,000.00
3.4	Backwash tank and pumps	1	LS	\$40,000.00	\$20,000.00		\$60,000.00	\$60,000.00
3.5	Piping	1	LS	\$20,000.00	\$40,000.00		\$60,000.00	\$60,000.00
3.6	Electrical	1	LS	\$30,000.00	\$30,000.00		\$60,000.00	\$60,000.00
								\$254,000.00
4	GAC Filters							
4.1	20,000 Lbs GAC System	1	LS	\$320,000.00	\$100,000.00	\$10,000.00	\$430,000.00	\$430,000.00
4.2	GA Carbon - Filtrasorb 400	1	LS	\$30,000.00	\$2,500.00		\$32,500.00	\$32,500.00
4.3	Manifold System	1	LS	\$40,000.00	\$10,000.00		\$50,000.00	\$50,000.00
								\$512,500.00
5	Pumps							
5.1	Jockey	1	EA	\$7,000.00	\$5,000.00		\$12,000.00	\$12,000.00
5.2	Booster	2	EA	\$15,000.00	\$15,000.00		\$30,000.00	\$60,000.00
5.3	High Flow	2	EA	\$30,000.00	\$15,000.00		\$45,000.00	\$90,000.00
								\$162,000.00
	Cost Summary							

2021 Construction Cost Subtotal \$1,491,500.00

15% Contingency \$ 224,000.00

15% Engineering (Preliminary, Design, Construction) \$ 224,000.00

Project Costs \$1,939,500.00

Project Name: Oakridge PFAS Upgrades

Project# :

Date: 5/26/2021

Prepared By: R. Flores



Delaware Engineering, D.P.C.

Conceptual Cost Opinion Oakridge Water System PFAS Ion Exchange Treatment								
ID	Description	Quantity	Units	Materials	Labor	Equipment	Total Unit Cost	Subtotals
1	Site Work							
1.1	Mobilization	1	LS		\$40,000.00		\$40,000.00	\$40,000.00
1.2	Sedimentation and Erosion Control	1	LS	\$1,000.00	\$5,000.00		\$6,000.00	\$6,000.00
1.3	Site Excavation	1	LS		\$40,000.00		\$40,000.00	\$40,000.00
1.4	Yard Piping	1	LS	\$2,000.00	\$60,000.00		\$62,000.00	\$62,000.00
1.5	Restoration	1	LS		\$10,000.00		\$10,000.00	\$10,000.00
								\$158,000.00
2	Treatmente Building							
2.1	Foundation	1	LS	\$25,000.00	\$25,000.00		\$50,000.00	\$50,000.00
2.2	Slab and Equipment Pad	1	LS	\$10,000.00	\$15,000.00		\$25,000.00	\$25,000.00
2.3	Building	1	LS	\$100,000.00	\$200,000.00		\$300,000.00	\$300,000.00
2.4	Doors and Windows	1	LS	\$20,000.00	\$10,000.00		\$30,000.00	\$30,000.00
								\$405,000.00
3	Piping							
3.1	Process Piping	1	LS	\$45,000.00	\$15,000.00		\$60,000.00	\$60,000.00
3.2	Flow Meter	1	LS	\$3,500.00	\$3,500.00		\$7,000.00	\$7,000.00
3.3	Backflow Preventor	1	LS	\$5,000.00	\$2,000.00		\$7,000.00	\$7,000.00
3.4	Backwash tank and pumps	1	LS	\$40,000.00	\$20,000.00		\$60,000.00	\$60,000.00
3.5	Piping	1	LS	\$20,000.00	\$40,000.00		\$60,000.00	\$60,000.00
3.6	Electrical	1	LS	\$30,000.00	\$30,000.00		\$60,000.00	\$60,000.00
								\$254,000.00
4	Ion Exchange Filters							
4.1	Cartridge Filters	1	LS	\$30,000.00	\$15,000.00		\$45,000.00	\$45,000.00
4.2	Ion Exchange Filters - (2) 4' dim by 8' H	1	LS	\$145,000.00	\$75,000.00		\$220,000.00	\$220,000.00
4.3	Piping	1	LS	\$20,000.00	\$20,000.00		\$40,000.00	\$40,000.00
4.4	Electric and controls	1	LS	\$30,000.00	\$15,000.00		\$45,000.00	\$45,000.00
4.5	Media	1	LS	\$30,000.00			\$30,000.00	\$30,000.00
								\$380,000.00
5	Pumps							
5.1	Jocky	1	EA	\$7,000.00	\$5,000.00		\$12,000.00	\$12,000.00
5.2	Booster	2	EA	\$15,000.00	\$15,000.00		\$30,000.00	\$60,000.00
5.3	High Flow	2	EA	\$30,000.00	\$15,000.00		\$45,000.00	\$90,000.00
								\$162,000.00
	Cost Summary							

2021 Construction Cost Subtotal **\$1,359,000.00**

15% Contingency **\$ 204,000.00**

15% Engineering (Preliminary, Design, Construction) **\$ 204,000.00**

Project Costs **\$1,767,000.00**

Appendix H – Smart Growth Assessment Form



Smart Growth Assessment Form

This form should be completed by an authorized representative of the applicant, preferably the project engineer or other design professional.¹

Section 1 – General Applicant and Project Information

Applicant:

Project No.:

Project Name:

Is project construction complete? ☐ Yes, date:

☐ No

Please provide a brief project summary in plain language including the location of the area the project serves:

Section 2 – Screening Questions

A. Prior Approvals

1. Has the project been previously approved for Environmental Facilities Corporation (EFC) financial assistance? ☐ Yes ☐ No
2. If yes to A(1), what is the project number(s) for the prior approval(s)? Project No.:
3. If yes to A(1), is the scope of the previously-approved project substantially the same as the current project? ☐ Yes ☐ No

If your responses to A(1) and A(3) are both yes, please proceed to Section 5, Signature.

B. New or Expanded Infrastructure

1. Does the project involve the construction or reconstruction of new or expanded infrastructure? ☐ Yes ☐ No

Examples of new or expanded infrastructure include, but are not limited to:

- (i) The addition of new wastewater collection/new water mains or a new wastewater treatment system/water treatment plant where none existed previously;
- (ii) An increase of the State Pollutant Discharge Elimination System (SPDES) permitted flow capacity for an existing wastewater treatment system; and OR

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

- (iii) An increase of the permitted water withdrawal or the permitted flow capacity for the water treatment system such that a Department of Environmental Conservation (DEC) water withdrawal permit will need to be obtained or modified, or result in the Department of Health (DOH) approving an increase in the capacity of the water treatment plant.

If your response to B(1) is no, please proceed to Section 5, Signature.

Section 3 –Smart Growth Criteria

Your project must be consistent with all relevant Smart Growth criteria. For each question below please provide a response and explanation.

1. Does the project use, maintain, or improve existing infrastructure?

☐ Yes ☐ No

Explain your response:

2. Is the project located in a (1) municipal center, (2) area adjacent to a municipal center, or (3) area designated as a future municipal center, as such terms are defined herein (please select one response)?

☐ Yes, my project is located in a municipal center, which is an area of concentrated and mixed land uses that serves as a center for various activities, including but not limited to: central business districts, main streets, downtown areas, brownfield opportunity areas (see www.dos.ny.gov for more information), downtown areas of local waterfront revitalization program areas (see www.dos.ny.gov for more information), areas of transit-oriented development, environmental justice areas (see www.dec.ny.gov/public/899.html for more information), and hardship areas (projects that primarily serve census tracts or block numbering areas with a poverty rate of at least twenty percent according to the latest census data).

☐ Yes, my project is located in an area adjacent to a municipal center which has clearly defined borders, is designated for concentrated development in the future in a municipal or regional comprehensive plan, and exhibits strong land use, transportation, infrastructure, and economic connections to an existing municipal center.

☐ Yes, my project is located in an area designated as a future municipal center in a municipal or comprehensive plan and is appropriately zoned in a municipal zoning ordinance

☐ No, my project is not located in a (1) municipal center, (2) area adjacent to a municipal center, or (3) area designated as a future municipal center.

Explain your response and reference any applicable plans:

3. Is the project located in a developed area or an area designated for concentrated infill development in a municipally-approved comprehensive land use plan, local waterfront revitalization plan, and/or brownfield opportunity area plan?

☐Yes ☐No

Explain your response and reference any applicable plans:

4. Does the project protect, preserve, and enhance the State's resources, including surface and groundwater, agricultural land, forests, air quality, recreation and open space, scenic areas, and significant historic and archaeological resources?

☐Yes ☐No

Explain your response:

5. Does the project foster mixed land uses and compact development, downtown revitalization, brownfield redevelopment, the enhancement of beauty in public spaces, the diversity and affordability of housing in proximity to places of employment, recreation and commercial development, and the integration of all income and age groups?

☐Yes ☐No

Explain your response:

6. Does the project provide mobility through transportation choices including improved public transportation and reduced automobile dependency?

☐Yes ☐No ☐N/A

Explain your response:

7. Does the project involve coordination between State and local government, intermunicipal planning, or regional planning?

☐Yes ☐No

Explain your response and reference any applicable plans:

8. Does the project involve community-based planning and collaboration?

☐Yes ☐No

Explain your response and reference any applicable plans:

9. Does the project support predictability in building and land use codes?

☐Yes ☐No ☐N/A

Explain your response:

10. Does the project promote sustainability by adopting measures such as green infrastructure techniques, decentralized infrastructure techniques, or energy efficiency measures?

☐Yes ☐No

Explain your response and reference any applicable plans:

11. Does the project mitigate future physical climate risk due to sea-level rise, storm surges, and/or flooding, based on available data predicting the likelihood of future extreme weather events, including hazard risk analysis data, if applicable?

☐Yes ☐No

Explain your response and reference any applicable plans:

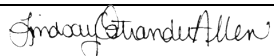
Section 4 – Miscellaneous

1. Is the project expressly required by a court or administrative consent order? ☐ Yes ☐ No

If yes, and you have not previously provided the applicable order to EFC/DOH, please submit it with this form.

Section 5 – Signature

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

Applicant:	Phone Number:
Name and Title of Signatory:	
Signature: 	Date:

7. Smart Growth Assessment



Smart Growth Assessment Form

This form should be completed by an authorized representative of the applicant, preferably the project engineer or other design professional.¹

Section 1 – General Applicant and Project Information

Applicant:

Project No.:

Project Name:

Is project construction complete? ☐ Yes, date:

☐ No

Please provide a brief project summary in plain language including the location of the area the project serves:

Section 2 – Screening Questions

A. Prior Approvals

1. Has the project been previously approved for Environmental Facilities Corporation (EFC) financial assistance? ☐ Yes ☐ No
2. If yes to A(1), what is the project number(s) for the prior approval(s)? Project No.:
3. If yes to A(1), is the scope of the previously-approved project substantially the same as the current project? ☐ Yes ☐ No

If your responses to A(1) and A(3) are both yes, please proceed to Section 5, Signature.

B. New or Expanded Infrastructure

1. Does the project involve the construction or reconstruction of new or expanded infrastructure? ☐ Yes ☐ No

Examples of new or expanded infrastructure include, but are not limited to:

- (i) The addition of new wastewater collection/new water mains or a new wastewater treatment system/water treatment plant where none existed previously;
- (ii) An increase of the State Pollutant Discharge Elimination System (SPDES) permitted flow capacity for an existing wastewater treatment system; and OR

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

- (iii) An increase of the permitted water withdrawal or the permitted flow capacity for the water treatment system such that a Department of Environmental Conservation (DEC) water withdrawal permit will need to be obtained or modified, or result in the Department of Health (DOH) approving an increase in the capacity of the water treatment plant.

If your response to B(1) is no, please proceed to Section 5, Signature.

Section 3 –Smart Growth Criteria

Your project must be consistent with all relevant Smart Growth criteria. For each question below please provide a response and explanation.

1. Does the project use, maintain, or improve existing infrastructure?

☐ Yes ☐ No

Explain your response:

2. Is the project located in a (1) municipal center, (2) area adjacent to a municipal center, or (3) area designated as a future municipal center, as such terms are defined herein (please select one response)?

☐ Yes, my project is located in a municipal center, which is an area of concentrated and mixed land uses that serves as a center for various activities, including but not limited to: central business districts, main streets, downtown areas, brownfield opportunity areas (see www.dos.ny.gov for more information), downtown areas of local waterfront revitalization program areas (see www.dos.ny.gov for more information), areas of transit-oriented development, environmental justice areas (see www.dec.ny.gov/public/899.html for more information), and hardship areas (projects that primarily serve census tracts or block numbering areas with a poverty rate of at least twenty percent according to the latest census data).

☐ Yes, my project is located in an area adjacent to a municipal center which has clearly defined borders, is designated for concentrated development in the future in a municipal or regional comprehensive plan, and exhibits strong land use, transportation, infrastructure, and economic connections to an existing municipal center.

☐ Yes, my project is located in an area designated as a future municipal center in a municipal or comprehensive plan and is appropriately zoned in a municipal zoning ordinance

☐ No, my project is not located in a (1) municipal center, (2) area adjacent to a municipal center, or (3) area designated as a future municipal center.

Explain your response and reference any applicable plans:

3. Is the project located in a developed area or an area designated for concentrated infill development in a municipally-approved comprehensive land use plan, local waterfront revitalization plan, and/or brownfield opportunity area plan?

☐Yes ☐No

Explain your response and reference any applicable plans:

4. Does the project protect, preserve, and enhance the State's resources, including surface and groundwater, agricultural land, forests, air quality, recreation and open space, scenic areas, and significant historic and archaeological resources?

☐Yes ☐No

Explain your response:

5. Does the project foster mixed land uses and compact development, downtown revitalization, brownfield redevelopment, the enhancement of beauty in public spaces, the diversity and affordability of housing in proximity to places of employment, recreation and commercial development, and the integration of all income and age groups?

☐Yes ☐No

Explain your response:

6. Does the project provide mobility through transportation choices including improved public transportation and reduced automobile dependency?

☐Yes ☐No ☐N/A

Explain your response:

7. Does the project involve coordination between State and local government, intermunicipal planning, or regional planning?

☐Yes ☐No

Explain your response and reference any applicable plans:

8. Does the project involve community-based planning and collaboration?

☐Yes ☐No

Explain your response and reference any applicable plans:

9. Does the project support predictability in building and land use codes?

☐Yes ☐No ☐N/A

Explain your response:

10. Does the project promote sustainability by adopting measures such as green infrastructure techniques, decentralized infrastructure techniques, or energy efficiency measures?

☐Yes ☐No

Explain your response and reference any applicable plans:

11. Does the project mitigate future physical climate risk due to sea-level rise, storm surges, and/or flooding, based on available data predicting the likelihood of future extreme weather events, including hazard risk analysis data, if applicable?

☐Yes ☐No

Explain your response and reference any applicable plans:


Section 4 – Miscellaneous

1. Is the project expressly required by a court or administrative consent order? ☐ Yes ☐ No

If yes, and you have not previously provided the applicable order to EFC/DOH, please submit it with this form.

Section 5 – Signature

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

Applicant:	Phone Number:
Name and Title of Signatory:	
Signature: 	Date:

**Town of Lewisboro
Oakridge Water District Improvement & PFAS Removal (18893)
WIIA/DWSRF Applications**

8. SEQR Type II Resolution

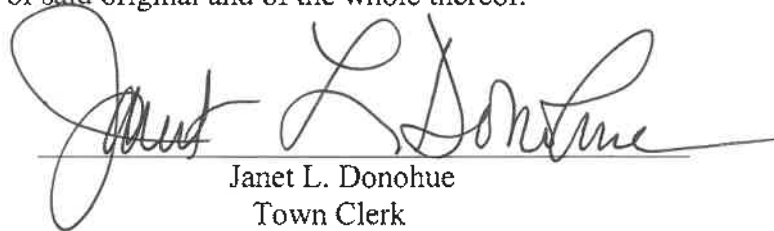
RESOLUTION ADOPTED BY THE TOWN BOARD
OF THE TOWN OF LEWISBORO
AT A MEETING HELD ON JULY 26, 2021

RESOLUTION

RESOLVED, that the Town Board does hereby determine the Oakridge Water District PFAS Treatment Project to be a Type II Action under the State Environmental Quality Review Act (SEQR).

STATE OF NEW YORK
COUNTY OF WESTCHESTER

I, JANET L. DONOHUE, Town Clerk of the Town of Lewisboro, County of Westchester, State of New York, do hereby certify that I have compared the preceding copy of a Resolution adopted by the Town Board of the Town Board of Lewisboro at a meeting held on the 26th day of July 2021, to the original thereof, and that the same is a true and exact copy of said original and of the whole thereof.


Janet L. Donohue
Town Clerk

Dated at South Salem, New York
this 27th day of July 2021



**Town of Lewisboro
Oakridge Water District Improvement & PFAS Removal (18893)
WIIA/DWSRF Applications**

9. SHPO Review Letter



Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO
Governor

ERIK KULLESEID
Commissioner

August 18, 2021

Lindsay Ostrander Allen
Project Engineer
Delaware Engineering, DPC
28 Madison Avenue Extension
Albany, NY 12203

Re: DOH
Oakridge Water District Improvements Project: PFAS Treatment
400 Oakridge Dr, Lewisboro, Westchester County, NY
21PR05418
2021 1123

Dear Lindsay Ostrander Allen:

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the OPRHP and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (6 NYCRR Part 617).

Based upon this review, it is the opinion of OPRHP that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Daniel Mackay".

R. Daniel Mackay

Deputy Commissioner for Historic Preservation
Division for Historic Preservation

**Town of Lewisboro
Oakridge Water District Improvement & PFAS Removal (18893)
WIIA/DWSRF Applications**

10. Bond Resolution & Estoppel Notice

At a regular meeting of the Town Board of the Town of Lewisboro, Westchester County, New York, held at the Lewisboro Court Room, 79 Bouton Road, in South Salem, New York, in said Town, on October 12, 2021, at 7:30 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Parsons, and upon roll being called, the following were

PRESENT: Supervisor Parsons, Councilman Jane Crimmins, Councilman Tony Gonçalves, Councilman Richard Sklarin and Councilman Daniel Welsh.

ABSENT: None

The following resolution was offered by Supervisor Parsons, who moved its adoption, seconded by Councilman Welsh, to-wit:

BOND RESOLUTION DATED October 12, 2021.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,939,500 BONDS OF THE TOWN OF LEWISBORO, WESTCHESTER COUNTY, NEW YORK, TO PAY COSTS THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE FACILITIES OF THE OAKRIDGE WATER DISTRICT IN AND FOR SAID TOWN.

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an order dated October 12, 2021 said Town Board has determined it to be in the public interest to increase the facilities of the Oakridge Water District in the Town of Lewisboro, Westchester County, New York, at a maximum estimated cost of \$1,939,500; and

WHEREAS, it is now desired to provide funding for such capital project; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Lewisboro, Westchester County, New York, as follows:

Section 1. For the class of objects or purposes of paying costs the increase and improvement of the facilities of the Oakridge Water District in said Town, consisting of the design and construction of an expansion to the water treatment plant to remove certain chemicals generally known as PFAS, including improvements to the booster pumps, treatment chemicals, valves, meters, and other appurtenances, and related and incidental improvements and expenses in connection therewith, there are hereby authorized to be issued \$1,939,500 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is \$1,939,500 and that the plan for the financing thereof is by the issuance of the \$1,939,500 bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years pursuant to subdivision one of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Lewisboro, Westchester County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the Oakridge Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Lewisboro, Westchester County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Town Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town, including, but not limited to, the power to sell said bonds to the New York

State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Town Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Town Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Town Supervisor consistent with the provisions of the Local Finance Law.

Section 9. The Town Supervisor is hereby further authorized, at his or her sole discretion, to execute a project financing agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said Village in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 10. The intent of this resolution is to give the Town Supervisor sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid bonds and, or notes, without resorting to further action of this Town Supervisor.

Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds

are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Town Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 12. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 13. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 14. This resolution, which takes effect immediately, shall be published in full in *The Record Review*, a newspaper having general circulation in said Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Supervisor Peter Parsons VOTING YES

Councilman Jane Crimmins VOTING YES

Councilman Tony Gonçalves VOTING YES

Councilman Richard Sklarin VOTING YES

Councilman Daniel Welsh VOTING YES

The resolution was thereupon declared duly adopted.

* * *

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

I, the undersigned Clerk of the Town of Lewisboro, Westchester County, New York, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board
of said Town, including the resolution contained therein, held on October 12, 2021, with the original
thereof on file in my office, and that the same is a true and correct transcript therefrom and of the
whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open
Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice
of the time and place of said meeting to be given to the following newspaper and/or other news media
as follows:

Newspaper and/or other news media

Date given

The Record Review

10/01/2021, 10/08/2021

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s)
of posted notice _____

Date _____ of _____ Posting

Town of Lewisboro Bulletin Board
www.lewisborogov.com

10/01/21
10/01/21

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town,
on October 12, 2021.


Janet L. Donohue
Town Clerk

(SEAL)



LEGAL NOTICE OF ESTOPPEL

NOTICE IS HEREBY GIVEN that the resolution, a summary of which is published herewith, has been adopted by the Town Board of the Town of Lewisboro, Westchester County, New York, on October 12, 2021, and the validity of the obligation authorized by such resolution may be hereafter contested only if such obligation was authorized for an object or purpose for which said Town is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligation was authorized in violation of the provisions of the Constitution.

A summary of the aforesaid resolution is set forth below. The resolution provides as follows: that the faith and credit of the Town of Lewisboro, Westchester County, New York (the "Town"), are irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable; that an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligation becoming due and payable in such year; that the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by such resolution including renewals of such notes, is delegated to the Town Supervisor; that all other matters, except as provided in such resolution relating to the bonds authorized, including the date, denominations, maturities and interest payment dates, within the limitations prescribed in such resolution and the manner of the execution of the same and also including the consolidation with other issues, and the authority to issue such obligation on the basis of substantially level or declining annual debt service, is delegated to and shall be determined by the Town Supervisor; and that this LEGAL NOTICE shall be published.

The summary of the bond resolution follows:

BOND RESOLUTION DATED October 12, 2021.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,939,500 BONDS OF THE TOWN OF LEWISBORO, WESTCHESTER COUNTY, NEW YORK, TO PAY COSTS OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE OAKRIDGE WATER DISTRICT IN AND FOR SAID TOWN.

The period of probable usefulness of the aforesaid class of objects or purposes is forty years pursuant to subdivision one of paragraph a of Section 11.00 of the Local Finance Law.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE TOWN CLERK LOCATED AT 11 MAIN STREET, SOUTH SALEM, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: South Salem, New York
 October 12, 2021

Janet L. Donohue
Town Clerk

The Bedford Pound Ridge
RECORD REVIEW

INVOICE FOR LEGAL NOTICES

10-19-21

Town of Lewisboro
Attn: Janet Donohue – Town Clerk
PO Box 500
South Salem, NY 10590

INVOICE # RR 333-21

Amount this invoice: \$62.00

INSERTION DATE	SUBJECT	LINE COUNT	AMOUNT
10-15-21	NOTICE OF ESTOPPEL \$1,939,500	94 @ \$.50	\$47.00
AFFIDAVIT			\$15.00
TOTAL DUE			\$62.00

Make checks payable to: **The Record Review**

Remit your check to: **The Record Review
PO Box 330
Dobbs Ferry, NY 10522**

Please include invoice number on your check

Affidavit of Publication

STATE OF NEW YORK }
County of Westchester } SS:

PAT DOMMERMUTH being duly sworn
says *she is Principal Clerk of

The Declared Lewisboro Town Judge

RECORD REVIEW

a newspaper published in the Town of Bedford, County of Westchester, and State of New York, and that a notice, of which the annexed printed notice is a copy, has been published in The Record-Review one time(s), and that such publication was made in the issue(s) of: 10-15-21

Pat Dommermuth

Pat Dommermuth, Principal Clerk

Sworn before me this 19 day
of October 2021 }

Paula Thaler

Notary Public

PAULA THALER
Notary Public, State of New York
No. 01TH6302925
Qualified in Westchester County
Commission Expires May 5, 2022

*This affidavit must be made and executed by the Publisher,
Principal Clerk or Foreman of the composing room.

LEGAL NOTICE OF ESTOPPEL

NOTICE IS HEREBY GIVEN that the resolution, a summary of which is published herewith, has been adopted by the Town Board of the Town of Lewisboro, Westchester County, New York, on October 12, 2021, and the validity of the obligation authorized by such resolution may be hereafter contested only if such obligation was authorized for an object or purpose for which said Town is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligation was authorized in violation of the provisions of the Constitution.

A summary of the aforesaid resolution is set forth below. The resolution provides as follows: that the faith and credit of the Town of Lewisboro, Westchester County, New York (the "Town"), are irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable; that an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligation becoming due and payable in such year; that the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by such resolution including renewals of such notes, is delegated to the Town Supervisor; that all other matters, except as provided in such resolution relating to the bonds authorized, including the date, denominations, maturities and interest payment dates, within the limitations prescribed in such resolution and the manner of the execution of the same and also including the consolidation with other issues, and the authority to issue such obligation on the basis of substan-

tially level or declining annual debt service, is delegated to and shall be determined by the Town Supervisor; and that this LEGAL NOTICE shall be published.

The summary of the bond resolution follows:

BOND RESOLUTION
DATED October 12, 2021.

A RESOLUTION
AUTHORIZING THE
ISSUANCE OF \$1,939,500
BONDS OF THE TOWN OF
LEWISBORO, WESTCHESTER
COUNTY, NEW YORK, TO PAY
COSTS OF THE INCREASE
AND IMPROVEMENT OF
THE FACILITIES OF THE
OAKRIDGE WATER DISTRICT
IN AND FOR SAID TOWN.

The period of probable usefulness of the aforesaid class of objects or purposes is forty years pursuant to subdivision one of paragraph a of Section 11.00 of the Local Finance Law.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE TOWN CLERK LOCATED AT 11 MAIN STREET, SOUTH SALEM, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: South Salem, New York
October 12, 2021

Janet L. Donohue
Town Clerk

RR333-21

pres- touchdown.
to his Christian Shapiro had four catches

(18th), Amanda Buchman (19th) and
Maeve Sullivan in 20th place.

sne dropped a kill into an open spot
in the Pride's defense but it was tie
again at 25 shortly thereafter.

Public Notices

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an opportunity to see and hear
the meeting live and provide
comments.

The public may view the
agenda or the live meet-
ing online from the Town of
Bedford's website at <http://bedfordny.igmp2.com/Citizens/Default.aspx> or view and
participate using ZOOM at
<https://zoom.us/j/4183566647>,
Meeting ID: 418 356 6647 (no
password needed). If any inter-
ested members of the public
would like to provide com-
ments on this application prior
or during the meeting, email
Planning@bedfordny.gov.

Plans and other materials
associated with the proposed
application may found at:
<https://bedfordny.gov/meetings-agendas/>

DATED: October 25, 2021

Kim M. Kowalski
Town of Bedford Planning
Board Secretary

RR330-21

Re-Declaration of a Local Emergency in the Town of Lewisboro Pursuant to New York Executive Law Article 2-B

WHEREAS, I plan to contin-
ue this emergency order until
each Zip Code in the Town has
reached a point where 80% of
those eligible have had at least
one vaccination. In practice
that means that South Salem
and Goldens Bridge need to
catch up with our other postal
areas.

NOW, THEREFORE IT IS
HEREBY ORDERED THAT
I, Peter Parsons, Supervisor
of the Town of Lewisboro, by
virtue of the authority vested
in me by and the Laws of the
State of New York that a public
health emergency is impending
in the Town of Lewisboro, and
I do hereby declare a local state
of emergency for the Town of
Lewisboro. This Emergency
Declaration shall be in effect
for five (5) days until October
17, 2021, or sooner if rescind-
ed; and

IT IS FURTHER ORDERED
THAT IN FURTHERANCE OF
THIS ORDER masks shall be
worn at all times in indoor spaces
accessible to the public with
the exception of people seated
in Taverns and Restaurants. I
further direct and authorize
all necessary Town agencies to
take appropriate action to pre-
pare for, respond to and recover
from this emergency and to
provide such other assistance
as is necessary to protect public

health, welfare, and safety.

G I V E N under my hand
and the Privy Seal of the Town
of Lewisboro this 12th day of
October in the year two thou-
sand twenty-one.

BY THE TOWN SUPERVISOR
PETER PARSONS

RR332-21

LEGAL NOTICE OF ESTOPPEL

NOTICE IS HEREBY GIVEN
that the resolution, a summary
of which is published herewith,
has been adopted by the Town
Board of the Town of Lewisboro,
Westchester County, New York,
on October 12, 2021, and the
validity of the obligation autho-
rized by such resolution may be
hereafter contested only if such
obligation was authorized for
an object or purpose for which
said Town is not authorized to
expend money, or if the pro-
visions of law which should
have been complied with as of
the date of publication of this
notice were not substantially
complied with, and an action,
suit or proceeding contesting
such validity is commenced
within twenty days after the
date of publication of this
notice, or such obligation was
authorized in violation of the
provisions of the Constitution.

A summary of the aforesaid
resolution is set forth below.
The resolution provides as fol-
lows: that the faith and cred-
it of the Town of Lewisboro,
Westchester County, New York
(the "Town"), are irrevocably
pledged for the payment of
the principal of and interest on
such obligations as the same
respectively become due and
payable; that an annual appro-
priation shall be made in each
year sufficient to pay the prin-
cipal of and interest on such
obligation becoming due and
payable in such year; that the
power to authorize the issuance
of and to sell bond anticipation
notes in anticipation of the
issuance and sale of the bonds
authorized by such resolution
including renewals of such
notes, is delegated to the Town
Supervisor; that all other mat-
ters, except as provided in such
resolution relating to the bonds
authorized, including the date,
denominations, maturities and
interest payment dates, within
the limitations prescribed in
such resolution and the man-
ner of the execution of the same
and also including the consol-
idation with other issues, and
the authority to issue such obli-
gation on the basis of substan-

tially level or declining annual
debt service, is delegated to
and shall be determined by the
Town Supervisor; and that this
LEGAL NOTICE shall be pub-
lished.

The summary of the bond
resolution follows:
BOND RESOLUTION
DATED October 12, 2021.

A RESOLUTION
AUTHORIZING THE
ISSUANCE OF \$1,939,500
BONDS OF THE TOWN OF
LEWISBORO, WESTCHESTER
COUNTY, NEW YORK, TO PAY
COSTS OF THE INCREASE
AND IMPROVEMENT OF
THE FACILITIES OF THE
OAKRIDGE WATER DISTRICT
IN AND FOR SAID TOWN.

The period of probable use-
fulness of the aforesaid class
of objects or purposes is forty
years pursuant to subdivision
one of paragraph a of Section
11.00 of the Local Finance Law.

THE FULL TEXT OF
THIS BOND RESOLUTION
IS AVAILABLE FOR PUBLIC
INSPECTION AT THE
OFFICE OF THE TOWN
CLERK LOCATED AT 11
MAIN STREET, SOUTH
SALEM, NEW YORK, DURING
NORMAL BUSINESS HOURS.

Dated: South Salem, New York
October 12, 2021

Janet L. Donohue
Town Clerk

RR333-21

NOTICE TO FUEL OIL BIDDERS

NOTICE IS HEREBY GIVEN
that the Town Board of the
Town of Pound Ridge will
receive sealed bids for furnish-
ing No. 2 fuel oil and/or die-
sel, for any or all the individ-
ual municipal buildings in the
Town of Pound Ridge, together
with a maintenance contract for
each unit, at the Office of the
Town Clerk, Town House, 179
Westchester Avenue, Pound
Ridge, New York 10576, until
10 a.m. Tuesday, November 9,
2021.

Bid submission shall be
quoted on the mark-up or
mark-down per gallon above
or below the Low New York
Harbor Barge Reseller's Price as
quoted in the New York Journal
of Commerce on date of deliv-
ery, which fluctuates, plus
distribution of delivery cost,
which will be firm during the
term of the agreement between
the contractor and the Town of
Pound Ridge.

Specifications are available
at the Office of the Town Clerk

at 179 Westchester Avenue,
Pound Ridge, New York. The
Town Board reserves the right
to reject any and all bids.

BY ORDER OF
THE TOWN BOARD
TOWN OF POUND RIDGE
ERIN TROSTLE,
TOWN CLERK

Dated at Pound Ridge, New
York
October 13, 2021

RR335-21

Notice of Formation of Global Innovation Group, LLC

Articles of Organization filed
with the Secretary of State of
New York (SSNY) on 8/5/2021.
Office Location: Westchester
County. SSNY is designated as
agent for LLC upon whom pro-
cess against it may be served.
SSNY shall mail process to:
1967 Wehrle Drive, Suite 1
086, Buffalo, NY 14221.
Purpose: any lawful act or
activity.

RR334-21

Notice of Formation of Kdot's Corner LLC

Articles of Organization
filed with Secretary of State of
New York (SSNY) on 6/19/21.
Office location: Westchester
County. SSNY designated as
agent of LLC upon whom pro-
cess may be served. SSNY shall
mail process to Kyle Casey, 154
Dunwoodie Street, Yonkers, NY
10704. Purpose: any lawful act
or activity.

RR310-21

PUBLIC NOTICE Videoconference Meeting

NOTICE IS HEREBY
GIVEN, that the Planning
Board of the Town of Bedford
will hold a public hearing
on the application of Kevin
Rodriguez, 1 Turner Lane, Mr.
Kisco, NY, 10549, for approval
of a Special Use Permit pursu-
ant to Article VIII Section 125-
79 of the Code of the Town of
Bedford on October 25, 2021
at 8:05 pm, or as soon thereaf-
ter as is possible, for an acces-
sory apartment affecting prop-
erty at 1 Turner Lane, Town
of Bedford and is shown and
designated on Town Tax Maps
as Section-Block-Lot 71.15-1-
1 and is in the Residence One
Acre District.

Due to public health and
safety concerns related to the

Delta Vari-
dance with
the NYS Sen-
the Planning
meeting in-p-
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ferencing. Th-
an opportuni-
the meeting
comments.

The publi-
agenda or
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Bedford's w-
bedfordny.ig-
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would like
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or during the
Planning@bed-
Plans and
associated w-
application
<https://bedfordny.gov/meetings-agendas/>
DATED: Octo-

Town of

RR331-21

Notice of David Greiner and Technol

David Gre-
and Technol-
LLC (the "LLC")
of Organization
York Departm-
7/16/2021.
Westchester C-
York Secretary
nated as agent
whom process
be served and
forward serv-
Nosband Ave-
Plains, NY 106-
lawful activity.

RR293-21

Notice of EM AND NOR

Articles of O-
with the Secre-
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SSNY is desig-
for process and
process to Am-
Ogden Ave., W-
10605. Purpos-
purpose.

RR313-21

**Town of Lewisboro
Oakridge Water District Improvement & PFAS Removal (18893)
WIIA/DWSRF Applications**

11. Board Resolution

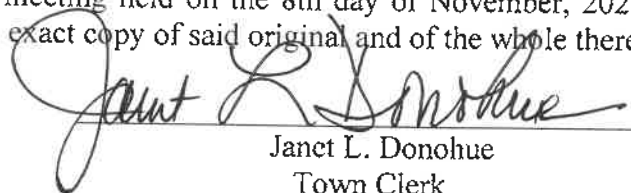
RESOLUTION ADOPTED BY THE TOWN BOARD
OF THE TOWN OF LEWISBORO
AT A MEETING HELD ON NOVEMBER 8, 2021

RESOLUTION

RESOLVED, that the Town Board does authorize the Supervisor to sign and submit the WIIA Grant Application.

STATE OF NEW YORK
COUNTY OF WESTCHESTER

I, JANET L. DONOHUE, Town Clerk of the Town of Lewisboro, County of Westchester, State of New York, do hereby certify that I have compared the preceding copy of a Resolution adopted by the Town Board of the Town Board of Lewisboro at a meeting held on the 8th day of November, 2021, to the original thereof, and that the same is a true and exact copy of said original and of the whole thereof.


Janet L. Donohue
Town Clerk

Dated at South Salem, New York
this 9th day of November, 2021



TOWN OF LEWISBORO

OAKRIDGE WATER DISTRICT PFAS TREATMENT PROJECT

Board Resolution – WIIA Funding Application

WHEREAS, The Town of Lewisboro, New York (hereinafter the "Town") has established the public benefit of the Oakridge Water District PFAS Treatment Project (hereinafter the "Project"); and

WHEREAS, the Town plans to expand the WTP to further treat the PFAS contaminated water from the existing wells with the use of carbon filtration, also known as GAC, to improve reliability and protect public health; and

WHEREAS, the Town has the opportunity to apply for grant funds from the NYS Water Infrastructure Improvement Act (WIIA) which may fund up to \$3 million or 60% of the total project costs; and,

WHEREAS, the total Project cost is estimated at \$1,939,500; and,

WHEREAS, the Town is prepared to contribute matching funds through the Drinking Water State Revolving Fund loan program (18893); and,

THEREFORE, BE IT RESOLVED THAT

1. The Town of Lewisboro is authorized to submit the WIIA grant application.
2. The Supervisor of the Town of Lewisboro is authorized to sign the WIIA grant application.
3. The Town agrees to provide the matching funds required for WIIA projects through the Drinking Water State Revolving Fund.

Town of Lewisboro
Oakridge Water District Improvement & PFAS Removal (18893)
WIIA/DWSRF Applications

12. Title Certification



New York State Revolving Fund (Not Applicable for Municipal Land Acquisition Projects)

Certification as to Title to Project Site

I, Peter Parsons, Supervisor, do hereby certify on behalf of the Applicant named below in connection with its application to the New York State Environmental Facilities Corporation:

1. That I have investigated and ascertained the location of, and am familiar with the legal description of, the site(s) being provided by the Applicant for all elements of the water pollution control project for which financial assistance has been requested under the State Revolving Fund ("SRF"), identified as SRF Project No. 18893 (the "Project").
2. As to all sites to be provided by the Applicant for the Project:
 - a. The Applicant has a legal and valid fee simple title or other estate or interest in the site(s) of the Project, including all the necessary easements and rights-of-way, as are necessary to the Applicant's undisturbed use and possession during construction, and for the estimated operational life of the Project; or
 - b. The Applicant has initiated formal condemnation proceedings and has filed an acquisition map to acquire the necessary interest or estate in such site or sites and has right of entry to the property. (Attach proof of filing of the acquisition map.)
3. That any deeds or documents required to be recorded in order to protect the title of the owner and the interest of the Applicant have been duly recorded or filed.

Dated this 1st day of NOVEMBER, 2021
(month) (year)

Town of Lewisboro

(Applicant)

By:

(Signature of Authorized Officer)

Peter Parsons, Supervisor

(Print or Type Name and Title)

13. Professional Engineering Agreement

PROFESSIONAL SERVICES AGREEMENT

Project Name

Oakridge Water District Improvements: PFAS Treatment

This Agreement is by and between

Town of Lewisboro

11 Main Street

South Salem, NY 10590

and,

Delaware Engineering, D.P.C. ("ENGINEER")

28 Madison Avenue Extension

Albany, New York 12203

Who agree as follows:

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

APPROVED FOR CLIENT

By: 

Printed Name: Peter Parsons

Title: Supervisor

Date: 11/1/2021

APPROVED FOR ENGINEER

By: 

Printed Name: Roberto Flores, P.E.

Title: Senior Project Manager

Date: 10/14/2021

PART I ENGINEER'S RESPONSIBILITIES

Project Background

The Oakridge Water District serves the Oakridge development and surrounding area located on Route 123 in the Town of Lewisboro, Westchester County, New York. The PROJECT is required to treat and remove a group of carcinogenic bioaccumulating chemicals generally known as PFAS. In February and May 2021, concentrations of PFAS were found in all five of the water supply wells, some above maximum contaminant levels (MCLs). The project proposes design and construction of an expansion to the water treatment plant to further treat the water from all of the existing well with the use of carbon filtration (GAC).

Design Phase

The ENGINEER shall perform, at the direction of the CLIENT, professional services as described below in support of the PROJECT, the scope of which includes the Design Phase Services:

- Prepare final Drawings and specifications indicating the scope, extent and character of the work to be performed and furnished by the contractor.
- Provide technical criteria, written descriptions and design data for CLIENT's use in filing applications for permits or approvals from Westchester County Department of Health (WCDOH) and other government authorities; assist CLIENT in consultations with WCDOH and/or other authorities; and revise Drawings and Specifications in response to directives from WCDOH and/or such authorities.
- Advise CLIENT of any adjustments to the opinion of Probable Construction Cost known to ENGINEER.
- Perform or provide the following additional Final Design Phase tasks or deliverables:
 - Assist CLIENT in obtaining bids for the Work.
 - Consult with CLIENT as to the acceptability of subcontractors, suppliers and other individuals and entities that perform the Work.

Construction Phase

Construction engineering services will include the following elements:

- Engineering Services to be provided during construction will include:
 - Grant Administration
 - Shop drawing review and approval
 - Processing of payment requests and change orders
 - Scheduling and attending regular job progress meetings
 - Preparation of a punch list of outstanding issues at the time of substantial completion.
 - Field Inspections, as required.
 - Review of all Close-out documents including as built drawings and operational manuals.
 - A copy of all reports, tests and shop drawings will be provided to the CLIENT.
- Upon completion of the project, ENGINEER will conduct a final on-site project review, issue a Notice of Substantial Completion, provide construction certification to the approval agencies for work completed in accordance with the approved plans and specifications, and provide a final document package including reports, records, record plans developed by the contractor and other pertinent information.

Onsite inspections will be dependent on the contractor's schedule.

PART II COMPENSATION, BILLING AND PAYMENT

The ENGINEER will invoice the CLIENT monthly on a time and material basis for services conducted as outlined herein. The CLIENT shall pay ENGINEER for services in an amount not to exceed \$180,000. Payment is due 30 days from receipt of an invoice.

Delaware Engineering Scope of Services	Estimated Not to Exceed Cost
Design	\$180,000
Construction Administration	TBD
Construction Observation	TBD
Start Up Services	TBD

DELAWARE ENGINEERING, D.P.C.
RATE SCHEDULE
YEAR 2021

Billing Category	Rate/Hour
Technical Typist / Administration	\$85 - \$95
Designer, Technician, Construction Inspector	\$105 - \$130
Senior Designer, Technician, Construction Inspector	\$125 - \$145
Senior Construction Manager	\$150 - \$180
Senior Project Manager	\$145 - \$170
GIS Specialist	\$125 - \$145
Engineer / Scientist / Planner I	\$105 - \$145
Engineer / Scientist / Planner II	\$145 - \$160
Engineer / Scientist / Planner III	\$150 - \$165
Senior Engineer / Scientist / Planner I	\$155 - \$170
Senior Engineer / Scientist / Planner II	\$165 - \$180
Senior Engineer / Scientist / Planner III	\$180 - \$200
Principal Engineer / Scientist / Planner	\$195 - \$215

Reimbursable Expenses:

- | | |
|-------------------------------------|--|
| 1. Mileage | @ Federal Rate |
| 2. Travel Expenses (Lodging, Meals) | @ Federal Per Diem Rate |
| 3. Telecommunications | @ Cost |
| 4. FedEx, UPS, US Postal, Courier | @ Cost |
| 5. Subcontract Management | @ Cost plus 10% |
| 6. Other allowable costs | @ Cost (Plan Reproductions, Photographs, etc.) |

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

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

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

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

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

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

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

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

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

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

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

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

12. LIMITATIONS OF LIABILITY. No employee or agent of ENGINEER shall have individual liability to CLIENT. CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the limits of insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

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

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

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

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

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

18. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

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

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

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

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

Part IV



**Environmental
Facilities Corporation**

KATHY HOCHUL
Governor

Program Requirements and Bid Packet for Contracts Funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund

Recipient to Identify Contract Type:

☐ **Construction**

☐ **Treatment Works and Drinking Water Projects**

☐ **Non-Treatment Works**

☐ **Non-Construction**

Effective October 1, 2020

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

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PART 1: HOW TO USE THIS DOCUMENT

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

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

PROGRAM REQUIREMENTS

The following requirements apply projects funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund:

- Participation of Minority- and Women-Owned Business Enterprises (“MWBE”) and Equal Employment Opportunities (“EEO”) pursuant to New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development);
- Equal Employment Opportunities pursuant to Titles VI and VII of the Civil Rights Act of 1964, 40 CFR Part 7, and 41 CFR Part 60-1 Subpart A;
- Affirmative Action requirements pursuant to 41 CFR Part 60-4;
- Non-discrimination requirements pursuant to Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Section 13 of the Federal Water Pollution Control Act Amendments of 1972;
- Encouragement of participation of Service-Disabled Veteran-Owned Business Enterprises (“SDVOB”) in accordance with New York State Executive Law, Article 17-B and 9 NYCRR Part 252;
- American Iron and Steel (“AIS”) pursuant to P.L. 113-76, Consolidated Appropriates Act, 2014; WRRDA Section 608 of the Federal Water Pollution Control Act, as revised;
- Davis Bacon Related Acts (“DBRA”) consisting of the following: The Davis Bacon Act; Copeland Act (40 U.S.C. § 3145); Reorganization Plan No. 14; Department of Labor 29 CFR Parts 1, 3, and 5; Contract Work Hours and Safety Standards Act;
- Applicable State and/or local prevailing wage requirements;
- Requirements regarding suspension and debarment pursuant to 2 CFR Part 180, 2 CFR Part 1532, 29 CFR § 5.12, Executive Order 11246, State Labor Law § 220-b, and State Executive Law § 316; and,
- Restrictions on Lobbying pursuant to 40 CFR Part 34.

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

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

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

REQUIRED CONTRACT LANGUAGE

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

GUIDANCE MATERIALS

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

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

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

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

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

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

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

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

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

“State” means the State of New York.

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

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

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

PART 2: REQUIRED CONTRACT LANGUAGE

Recipient to Identify Contract Type:

☐ **Construction**

- ☐ **Treatment Works and Drinking Water Projects**
- ☐ **Non-Treatment Works**

☐ **Non-Construction**

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

For purposes of this section:

“Non-Construction” shall mean Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing.

“Contracts Meeting Article 15-A Thresholds” shall mean Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- (a) Non-Construction Contracts greater than \$25,000;
- (b) Non-Construction Contracts, that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- (c) Construction Contracts greater than \$100,000; and,
- (d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of:

- (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts;
- (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Minority- and Women- Owned Business Enterprises (“MWBE”) participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

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

I. General Provisions

- A. Contractors and Subcontractors are required to comply with the following provisions:
1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.
 2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
 3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
 4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.
 5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
 6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.
 7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.
- C. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.
- D. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

II. Equal Employment Opportunities (EEO)

Applicable to all Contracts and Subcontracts unless otherwise noted

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

- C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. A copy of the EEO notice ("EEO Poster") can be found at:
<https://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf> .

The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

Applicable to all construction Contracts

- E. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Applicable to construction Contracts greater than \$10,000

- F. The Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. Affirmative action goals for minorities and women by geographic region can be found here:
<https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf> .

G. Required EEO Forms

Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at
<https://www.eeoc.gov/employers/eo-1-survey/eo-1-instruction-booklet> , if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
2. Has 50 or more employees;
3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

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

Program	MWBE Contract Goal*
CWSRF, DWSRF, & Green Innovation Grant Program	20%
NYS Water Infrastructure Improvement Act Grants (also receiving EFC loan)	Clean Water project 23% Drinking Water project 26%
NYS Intermunicipal Grants (also receiving EFC loan)	Clean Water project 24% Drinking Water project 24%

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

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>.
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
 - a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
 - b. For non-construction Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract.
5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.

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

C. Requests for Waiver

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

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

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

E. Liquidated Damages - MWBE Participation

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

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

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

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

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

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

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

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

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

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

SECTION 3 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all construction Contracts and Subcontracts for DWSRF projects and CWSRF treatment works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF treatment works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor acknowledges to and for the benefit of the Recipient of the Clean Water State Revolving Fund (“CWSRF”) or the Drinking Water State Revolving Fund (“DWSRF”) financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation (“EFC”) through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 4 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF treatment works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of \$2,000:

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm> . Wage determinations may be obtained from the US Department of Labor's website, <http://www.beta.sam.gov> .

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B)

of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the

required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of \$100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

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

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

The Contractor and any Subcontractor have not been debarred from or deemed ineligible for Government Contracts or federally assisted construction Contracts pursuant to Executive Order 11246.

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

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

SECTION 6 RESTRICTIONS ON LOBBYING

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

The Contractor and any Subcontractor executing a Contract or Subcontract in excess of \$100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 9, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

PART 3: GUIDANCE MATERIALS

APPLICABILITY OF PROGRAM REQUIREMENTS

This table contains a breakdown of the applicable program requirements based on contract type and its value. For further details pertaining to each requirement, refer to the section identified in the heading. The relevant section number is the same in both Part 2 and Part 3 of this document.

Type of Contract	MWBE Section 1	EEO¹ Section 1	Title VII Section 1	AIS Section 3	Davis Bacon Section 4	FAAR² Section 1	Suspension & Debarment Section 6	Restrictions on Lobbying Section 7
Construction: Treatment Works & Drinking Water Projects								
All		X	X	X			X	
If greater than:								
\$2,000		X	X	X	X		X	
\$10,000		X	X	X	X	X	X	
\$100,000	X	X	X	X	X	X	X	X
Construction: Non-Treatment Works								
All		X	X				X	
If greater than:								
\$10,000		X	X			X	X	
\$100,000	X	X	X			X	X	X
Non-Construction								
All		X		X				
If greater than:								
\$25,000	X	X		X				
\$100,000	X	X		X				X

¹ For purposes of this table, "EEO" includes the following: EEO requirements under 40 CFR Part 33, Title VI, Section 504, Age Discrimination Act, and Section 13.

² For purposes of this table, "FAAR" means the Federal Affirmative Action Regulations.

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

I. Summary of EEO and MWBE forms

A. Forms to be Submitted Prior to Contract Execution

Applicable to Contracts Meeting Article 15-A Thresholds

1. **MWBE Utilization Plan**

To be submitted by the Contractor to the MBO after the bid opening, but in no case more than ten (10) business days after the Contractor receives notice from the Recipient that the Contractor has submitted a low bid. For Contracts that are not bid, it is to be submitted prior to the Contract execution date. This form is attached hereto as Attachment 4. See Required Contract Language, Section 1(III)(B).

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

Applicable to Contracts Meeting Article 15-A Thresholds

1. **Request for Partial or Total MWBE Waiver**

If applicable, to be submitted by the Contractor to the MBO at any time during the term of the Contract, but prior to the submission of a request for final payment on the Contract. This form is attached hereto as Attachment 5. See Required Contract Language, Section 1(III)(C).

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

To be submitted by the Contractor to the MBO by the third business day following the end of each month over the term of the Contract. This form is attached hereto as Attachment 3. See Required Contract Language, Section 1(III)(D).

Applicable to all construction Contracts

3. **EEO-1 Report**

To be submitted by the Contractor and Subcontractor, as applicable, annually during the term of the Contract or Subcontract. A sample EEO-1 Report can be found here:

https://www.eeoc.gov/sites/default/files/migrated_files/employers/eeo1survey/eeo1-2-2.pdf

Instructions for how to submit the EEO-1 Report online can be found here:

<https://www.eeoc.gov/employers/eeo-1-survey/eeo-1-instruction-booklet> . See Section 1(II)(D), Required Contract Language.

II. Equal Employment Opportunities (EEO)

A. EEO Poster

Applicable to all construction Contracts

Attachment 1, *EEO Poster*, is the notice provided by the United States Department of Labor, with a place added to identify the employee responsible for EEO compliance, as required by 40 CFR § 7.95.

B. EEO Goals

Applicable to construction Contracts greater than \$10,000

Pursuant to 41 CFR Part 60-4, the United States Department of Labor has established EEO goals for the employment of minorities and women. For federal and federally assisted construction Contractors, goals for minorities and females are established as a percentage participation rate. These goals are applicable to all of a Contractor's construction work sites (whether or not these sites are also the result of a federal Contract or are federally assisted). The goals are applicable

to each nonexempt Contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or non-federally related project Contract or Subcontract. Contractors should apply to each work site the goal for the geographical area that each particular work site is located in. These goals, and further information, are available at: <https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf>.

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

The goals provided herein (Required Contract Language, Section 1(III)(A)) are effective as of October 1, 2020. MWBE participation goals for a contract will be based on the goals in place at the time of the execution date of each respective contract, unless otherwise specified.

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

B. Good Faith Efforts

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

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

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

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

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

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

- Copies of any advertisements of sufficient duration to effectively seek participation of certified MBE and WBEs timely published in appropriate general circulation, trade and MWBE oriented publications, together with listing and dates of publication of such advertisements. EFC recommends the use of the NYS Contract Reporter that is free to all Contractors - <https://www.nyscr.ny.gov> .
- Documents demonstrating that insufficient MBEs or WBEs are reasonably available to perform the work.
- A written demonstration that the Contractor offered to make up any inability to meet the project MWBE participation goals in other Contracts and/or agreements performed by the Contractor on another SRF funded project.
- The date of pre-bid, pre-award, or other meetings scheduled by the Recipient, if any, and the contact information of any MBEs and WBEs who attended and are capable of performing work on the project.
- Any other information or documentation that demonstrates the Contractor conducted good faith efforts to provide opportunities for MWBE participation in their work. For instance, Prime Contractors and MBOs should develop a list of MWBE firms that have expressed interest in working on SRF-funded projects.

EFC reserves the right to request additional information and/or documentation to support the adequacy of the MWBE Utilization Plan and/or waiver request.

C. Review of the MWBE Utilization Plan

The MBO will evaluate a completed MWBE Utilization Plan. If the MBO finds the Utilization Plan sufficient, it will be forwarded to EFC for review. If the MBO finds the Utilization Plan insufficient, the MBO will work with the Contractor to address deficiencies before submitting to EFC for review. A written notice of acceptance or deficiency will be issued by EFC within 20 business days of receipt of the Utilization Plan. Upon receipt of a notice of deficiency from either the MBO or EFC, the Contractor shall respond with a written remedy to such notice within seven (7) business days of receipt.

D. Eligibility for MWBE Participation Credit

1. To receive MWBE participation credit, Contractors or Subcontractors performing work that have been identified in an approved MWBE Utilization Plan must be certified as an MBE or WBE by ESD.
 - a. A Contractor, who is a certified MBE or WBE, will be credited for up to 100% of the category of their certification. However, good faith efforts to seek participation in the other category are also required.
2. Prime Contractors may also include second or lower tier Subcontractors (Subcontractors hired by Subcontractors) on their MWBE Utilization Plan.
3. Credit for MWBE participation shall be granted only for MWBE firms performing a commercially useful business function according to custom and practice in the industry. An MWBE does not perform a commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation.
 - a. "Commercially useful functions" normally include:

- i. Providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
 - ii. Manufacturing or being the first tier below the manufacturer of supplies or equipment;
 - iii. Providing functions other than merely accepting and referring requests for supplies or equipment to another party for direct shipment to a Contractor; or,
 - iv. Being responsible for ordering, negotiating price, and determining quality and quantity of materials and supplies.
- b. For construction Contracts or Subcontracts, the following rules apply when calculating MWBE utilization:
 - i. The portion of a Contract or Subcontract with an MWBE serving as a manufacturer that shall be deemed to represent the commercially useful function performed by the MWBE shall be 100% of the total value of the Contract or Subcontract.
 - ii. the portion of a Contract or Subcontract with an MWBE serving as a supplier (as denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9), and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract.
 - iii. the portion of a Contract or Subcontract with an MWBE serving as a broker (as denoted by NAICS code 425120) that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
- c. For non-construction Contracts or Subcontracts, the following rules apply when calculating MWBE utilization:
 - i. the portion of a Contract or Subcontract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract. Any firms that are listed as brokers or manufacturers' representatives (NAICS code 425120) and not specifically as suppliers fall in this category.
- d. No credit will be granted for MWBEs that do not perform a commercially useful function.

E. Requests for Waiver

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

- f. the service cannot be subcontracted (such as litigation services).

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

Example:

$$\begin{array}{rcl} \$200,000 & - & \$50,000 \\ \text{(Contract)} & \text{(Specialty equipment/service)} & \\ \hline & & = \$150,000 \\ & & \text{(MWBE Eligible Amount)} \end{array}$$

The MWBE goal is applied to the MWBE Eligible Amount.

A request for this specialty equipment/service deduction can be completed by filling out a Request for Waiver form and submitting it to the MBO. The request must include a copy of the page from the contract where the equipment/ service is described, an ESD search result for the manufacturer or manufacturer's representative, and documentation of the cost of each item. For construction Contracts, the schedule of values or bid tabulation sheet should also be submitted. Additional documentation may be requested by the MBO or EFC.

IV. Subcontractor's Responsibilities

Subcontractors should:

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

V. Protests/Complaints

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

VI. Waste, Fraud and Abuse

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

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

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

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

SECTION 3 GUIDANCE FOR AMERICAN IRON AND STEEL (“AIS”) REQUIREMENT

Since 2014, if a Recipient uses CWSRF or DWSRF financial assistance to fund all or a part of the construction, alteration, maintenance or repair a public water system or treatment works, the Recipient must use iron and steel products that are produced in the United States for the whole project.

The AIS requirement does not apply to:

1. a project for which engineering plans and specifications were submitted for review by the responsible State agency before January 17, 2014 and approved by that agency before April 15, 2014; or
2. a project funded by a financial assistance agreement with EFC that was signed before January 17, 2014.

The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, construction materials. For one of the listed products to be considered subject to the AIS requirement, it must be made of greater than 50% iron and steel, measured by material cost (with the exception of reinforced precast concrete products).

The term “produced in the United States” means that all manufacturing processes of the iron or steel, including application of coatings, take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

The EPA may waive the AIS requirement for a treatment works project if:

1. applying the requirement would be inconsistent with the public interest;
2. iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

A request for a waiver to use foreign iron or steel products must include adequate information for EPA’s evaluation of the request, including:

1. A description of the foreign and domestic iron, steel, and/or manufactured goods;
2. Unit of measure;
3. Quantity;

4. Cost;
5. Time of delivery or availability;
6. Location of the project;
7. Name and address of the proposed supplier; and,
8. A detailed justification for use of foreign iron or steel products.

Requests for AIS waivers are to be submitted to EFC. Upon review, EFC will submit AIS waiver requests to EPA. When EPA receives a request for a waiver, EPA will publish the request and any accompanying material on EPA's official public Internet site, allowing informal public input on the request for at least 15 days before granting or denying the waiver request.

Additionally, EPA has the authority to issue waivers that are national in scope. National waivers may be for specific products or in the public's interest. These waivers can be found at EPA's website at: <https://www.epa.gov/cwsrf/american-iron-and-steel-requirement-approved-national-waivers-0>. The "De Minimis Waiver" is noteworthy. The waiver permits the use of iron and steel products when they occur in de minimis incidental components of DWSRF or CWSRF projects, as long as:

1. the funds used for the de minimis incidental components cumulatively comprise no more than 5% of the total cost of the materials used in a project; and,
2. the cost of an individual item does not exceed 1% of the total cost of the materials used in the project.

Items covered by the de minimis waiver are:

1. essential, but incidental to the construction;
2. incorporated into the physical structure of the project; and,
3. often low-cost and bought in bulk.

Examples of "de minimis" items include: washers, screws, nuts, bolts, fasteners, miscellaneous wire, corner bead, ancillary tubing, etc.

Examples of items that are NOT incidental and therefore are not considered "de minimis" include: process fittings, tees, elbows, flanges, brackets, valves, sewer or water pipes for distribution, treatment or storage tanks, large structural support systems, etc.

To use the de minimis waiver, Contractors should prepare a record in spreadsheet form that tracks the cost of all materials incorporated into the project. This spreadsheet can be either project specific or contract specific. If it is contract specific, a material tracking record for each construction contract should be prepared and items that are subject to the AIS de minimis waiver should be highlighted. There should be a clear calculation available to indicate that the cost of the de minimis iron and steel items is 5% or less of the total cost of all materials.

Additional information, guidance and Questions and Answers about the State Revolving Fund American Iron and Steel (AIS) requirement can be found at EPA's website: <https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>.

SECTION 4 GUIDANCE FOR APPLICABLE LABOR STANDARDS

I. Davis-Bacon Act

The Davis-Bacon Act requires Contractors and Subcontractors performing construction, alteration and repair work under Contracts in excess of \$2,000 funded from SRF monies, to pay their laborers and mechanics not less than the prevailing wage and fringe benefits for the geographic location.

For purposes of this section, "State Recipient" means EFC.

A. Requirements for Recipients.

This guidance describes how Recipients assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the Water Resources Reform and

Development Act of 2014 (WRRDA) with respect to State Recipients and Recipients. Recipients with questions about when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring should contact the State Recipient. Recipients can also obtain guidance from DOL's web site at <http://www.dol.gov/whd>.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements. Under the Water Resources Reform and Development Act of 2014 (WRRDA), DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund. If a Recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the Recipient must discuss the situation with the State Recipient before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Recipients must obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting Contracts (solicitation) for activities subject to DB. These wage determinations must be incorporated into solicitations and any subsequent Contracts. Prime Contracts must contain a provision requiring that Subcontractors follow the wage determination incorporated into the prime Contract.

(i) While the solicitation remains open, the Recipient must monitor <https://beta.sam.gov> weekly to ensure that the wage determination contained in the solicitation remains current. Recipients must amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Recipient may request a finding from the State Recipient that there is not a reasonable time to notify interested Contractors of the modification of the wage determination. The State Recipient will provide a report of its findings to the Recipient.

(ii) If the Recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersessions DOL makes to the wage determination contained in the solicitation shall be effective unless the State Recipient, at the request of the Recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Recipient shall monitor <https://beta.sam.gov> on a weekly basis if it does not award the Contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the Recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing Contractor (ordering instrument) rather than by publishing a solicitation, the Recipient must insert the appropriate DOL wage determination from <https://beta.sam.gov> into the ordering instrument.

(c) Recipients must review all Subcontracts subject to DB entered into by prime Contractors to verify that the prime Contractor has required its Subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a Recipient's Contract after the award of a Contract or the issuance of an ordering instrument if DOL determines that the Recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the Contract or ordering instrument. If this occurs, the Recipient must either terminate the Contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the Contract or ordering instrument by change order. The Recipient's Contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

B. Additional requirements for Recipients that are not governmental entities

Recipients that are not governmental entities must submit their proposed DB wage determinations to the State Recipient for approval prior to including the wage determinations in

any solicitation, Contract or issuing task orders, work assignments, or similar instruments to existing Contractors, as well as ordering instruments unless subsequently directed otherwise by the State Recipient award official as identified below.

Recipients must obtain proposed wage determinations for specific localities at <https://beta.sam.gov> . After the Recipient obtains its proposed wage determination, it must submit the wage determination to the State Recipient award official at: Timothy Burns, P.E., Director, Engineering and Program Management, New York State Environmental Facilities Corporation, at 518-402-7396 or at the following email address: Timothy.Burns@efc.ny.gov.

C. Compliance Verification

(a) The Recipient must periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that Contractors or Subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The Recipient must establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by Contractors or Subcontractors and the duration of the Contract or Subcontract. Recipients must increase the frequency of the interviews if the initial interviews or other information indicates that there is a risk that the Contractor or Subcontractor is not complying with DB. Recipients must immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews must be conducted in confidence.

(c) The Recipient must periodically conduct spot checks of a representative sample of weekly payroll data to verify that Contractors or Subcontractors are paying the appropriate wage rates. The Recipient must establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by Contractors or Subcontractors and the duration of the Contract or Subcontract. At a minimum, the Recipient must spot check payroll data within two weeks of each Contractor or Subcontractor's submission of its initial payroll data and two weeks prior to the completion date the Contract or Subcontract. Recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the Contractor or Subcontractor is not complying with DB. In addition, during the examinations the Recipient must verify evidence of fringe benefit plans and payments thereunder by Contractors and Subcontractors who claim credit for fringe benefit contributions.

(d) The Recipient must periodically review Contractors' and Subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that Contractors and Subcontractors are not using disproportionate numbers of laborers, trainees and apprentices. These reviews must be conducted in accordance with the schedules for spot checks and interviews described in Item (b) and (c) immediately above.

(e) Upon the request of EFC, the Recipient must provide EFC with a written certification indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies from Contractors/Subcontractors for the specified week.

(f) Recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://beta.sam.gov> .

II. Responsibilities of Contractors and Subcontractors

After execution of any SRF eligible Contracts, the Contractor and Subcontractor have the following responsibilities:

1. Post Davis Bacon Wage Poster and applicable federal, state, and local wages in a visible area at the construction site. This poster may be found on the EFC website under the

- Resource Library. (Refer to the attached required forms)
2. Make your employees available for wage interviews if necessary. Wage interviews must be conducted confidentially and using Labor Standard Interview Form (SF-1445). (Refer to the attached required forms)
 3. Use federal payroll form WH-347 and complete the certifications on the back. If another form is being used, inform the Recipient and obtain a determination that the form is equivalent to the federal form. (Refer to the attached required forms)
 4. Pay the higher of applicable prevailing federal, state, or local wages, including benefits (fringe & holidays), to each trade and overtime not less than one and one-half times the basic rate of pay for hours in excess of forty hours on Contracts in excess of \$100,000. The wage rates apply to Subcontractor trades as well.
 5. Maintain proof of apprentice and trainee ratios for both Contractor and Subcontractor and certifications onsite.
 6. Pay wages to your employees and your Subcontractors on a weekly basis. Ensure that your Subcontractors are paying their employees weekly.
 7. Ensure that the Subcontracts contain the Davis Bacon contract language, the applicable federal, state, or local wage determinations and equal employment opportunity language. This language is provided in the Part 2: Required Contract Language. Federal wage determinations are available at <https://beta.sam.gov>.
 8. Provide payroll forms and apprentice and trainee certifications to the Recipient for their records.
 9. Report potential waste, fraud and abuse violations to the EPA Davis Bacon Contact and DOL Wages and Hours District Office found on their website. <https://beta.sam.gov>. Any violations in payroll reporting or unpaid wages are subject to a daily monetary penalty.

SECTION 5 GUIDANCE FOR STATE AND/OR LOCAL PREVAILING WAGE REQUIREMENTS

Contractors and Subcontractors working under a public works contract are subject to labor standards under State Labor Law, including but not limited to prevailing wage requirements, and may be subject to additional labor requirements under applicable local laws. When preparing the bid for an SRF project, the Contractor, and any Subcontractors, must use the higher of the applicable prevailing federal, State, or local wage rates paid to each trade.

SECTION 6 GUIDANCE FOR REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

A list of debarred and suspended contractors, pursuant to 2 CFR Parts 180 and 1532, 29 CFR § 5.12, and Executive Order 11246 is available on the US Department of Labor's website at <https://www.sam.gov/portal/public/SAM>.

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

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

SECTION 7 GUIDANCE FOR RESTRICTIONS ON LOBBYING

Each Contractor and any Subcontractor that has a Contract or Subcontract exceeding \$100,000 shall provide to the Recipient a completed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 9 consistent with the prescribed form provided in Appendix A to 40 CFR Part 34. The form provides a certification that the Contractor or Subcontractor will not expend appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress or any employee of any Member of Congress in accordance with the provisions of 40 CFR Part 34, and to maintain such certification for their own records.

SECTION 8 SUMMARY OF CONTRACTOR REQUIREMENTS FOR SRF-FUNDED PROJECTS

Forms can be found as attachments to this document or online at www.efc.ny.gov

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

To be submitted with this bid:

- ☐ Lobbying Certification
- ☐ AIS Contractor's Certification

**Refer to Part 3
Guidance Section
Section 7
Section 3**

To be submitted prior to or upon Contract award:

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

Section 1

Tasks for construction start:

- ☐ Ensure that all Subcontracts contain Part 2: Required Contract Language
- ☐ Post EEO Poster
- ☐ Pay the higher of prevailing federal, state, or local wages including benefits
- ☐ Post Davis Bacon Wage Poster AND Wage Rates
- ☐ Use Federal Payroll Form (WH-347)
- ☐ Obtain apprentice and trainee certifications
- ☐ Obtain AIS Manufacturer's Certifications for all iron & steel products

Section 1

Section 4

Section 4

Section 4

Section 4

Section 3

Ongoing documentation & tasks:

- ☐ Submit EEO-1 Report, online
- ☐ Submit Monthly MWBE Reports to MBO
- ☐ Maintain weekly certified payrolls for all Prime & Subcontractors
- ☐ Maintain proof of payments for MWBE Subcontractors
- ☐ Maintain AIS Manufacturer's Certifications

Section 1

Section 1

Section 4

Section 1

Section 3

ATTACHMENTS (Required Forms)

Attachment 1 – Monthly MWBE Contractor Compliance Report

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

Instructions:

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

Municipality:		County:		Contract ID:		Month:	Year:	
Project No.:		GIGP/EPG No:		Registration No. (NYC only):				
Prime Contractor/Service Provider:				Award Date:		Start Date:		
Date all MWBE / SDVOB subs paid in full:								
Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. Date:								
Last Month's Contract Amt: \$ Revised Contract Amt: \$ Change Order Amt: \$	MWBE Eligible Amt: \$ (Goals are applied to this amount and includes eligible change orders, amendments & waivers)		EFC MWBE Goals			Total Paid to Prime		
			MBE: % WBE: % Total: %	MBE Amt: \$ WBE Amt: \$ Total Amt: \$		Total Paid this Month: \$ Total Paid to Date: \$		
			EFC SDVOB Goals					
	SDVOB Eligible Amount \$		SDVOB 6 %	SDVOB Amt: \$				
NYS Certified MWBE / SDVOB Contractor & Subcontractor		Please Specify Any Revisions this Month.		Subcontractor Total Amount		Payments this Month	Previous Payments	Total Payments Made to Date
				Original Revised				
Name: Fed. Employer ID#: Choose all that apply: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> DSDVBD Control #: MWBE Only - Select Only One: <input type="checkbox"/> Broker ____% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						
Name: Fed. Employer ID#: Choose all that apply: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> DSDVBD Control #: MWBE Only - Select Only One: <input type="checkbox"/> Broker ____% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						

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

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

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

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("Monthly MWBE-SDVOB Report")

NYS Certified M/WBE / SDVOB Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Total Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: Choose all that apply: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> DSDVBD Control #: MWBE Only - Select Only One: <input type="checkbox"/> Broker __% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> DSDVBD Control #: MWBE Only - Select Only One: <input type="checkbox"/> Broker __% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> DSDVBD Control #: MWBE Only - Select Only One: <input type="checkbox"/> Broker __% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> DSDVBD Control #: MWBE Only - Select Only One: <input type="checkbox"/> Broker __% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Additional Pages can be found at www.efc.ny.gov TOTAL						
Please explain any revisions and note the scope of work that new subcontractors will be providing. Please note that change orders over \$25K may require that good faith efforts be made to obtain additional participation:						

Attachment 2 – MWBE Utilization Plan

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

Instructions for Contractors & Service Providers:

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

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

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

See the Bid Packet at www.efc.ny.gov or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

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

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

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

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

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

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

SECTION 3: MWBE SUBCONTRACTOR INFORMATION				
This Submittal is:	<input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:			
NYS Certified M/WBE Subcontractor Info		Contract Amount:		For EFC Use:
		MBE (\$)	WBE (\$)	
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				

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

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

Attachment 3 – MWBE Waiver Request

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

Instructions for Contractors & Service Providers:

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

See the Bid Packet at www.efc.ny.gov or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

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

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

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

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

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

SECTION 3: TYPE OF MWBE WAIVER REQUESTED

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

PROPOSED MWBE Participation

MBE: % \$

WBE: % \$

Total: % \$

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

SECTION 4: SUPPORTING DOCUMENTATION

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

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

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

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

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

Additional Documentation for Requests for Specialty Equipment Exclusions:

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

Additional Documentation for Requests for Specialty Service Exclusions:

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

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

SIGNATURE

Electronic Signature of Contractor:

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

Name: (Please Type):

Date:

Attachment 4 – Lobbying Certification



Environmental Facilities Corporation

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

SRF Project No.: _____

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

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

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

Signature: _____

Name: _____

Title: _____

Company Name: _____

Date: _____

Contract ID: _____

Attachment 5 – AIS Contractor’s Certification



Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS FROM
THE NYS CLEAN WATER STATE REVOLVING FUND OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: _____

Contractor's Name: _____

Contract ID: _____

SRF Project #: _____

SRF Recipient Name: _____

I certify that the iron and steel products that will be permanently incorporated into the public water system or wastewater treatment works project under this construction contract will have been produced in the United States, in accordance with the requirements of the US Environmental Protection Agency. I will also develop and maintain at the project location the necessary documentation to demonstrate that the iron and steel products incorporated into the project were produced in the United States, and make such documentation available to The NYS Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

Attachment 6 – AIS Manufacturer’s Certification

1. The following information is provided as a manufacturer's sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxx

2. Xxx

3. Xxx

Such process took place at the following location: _____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

[Signed by company representative]

2. The following information is provided as a manufacturer's sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxx

2. Xxx

3. Xxx

Such process took place at the following location: _____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

[Signed by company representative]

Attachment 7 – Federal Payroll Form (WH-347)

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1)	(2)	(3)	OT OR ST.	(4) DAY AND DATE							(5)	(6)	(7)	(8) DEDUCTIONS					(9)	
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION									TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH-HOLDING TAX		OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK	
				HOURS WORKED EACH DAY																
			O																	
			S																	
			O																	
			S																	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

Attachment 8 – EEO Poster

**Employee Contact
For EEO Compliance:**

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

Town of Lewisboro
Oakridge Water District Improvement & PFAS Removal (18893)
WIIA/DWSRF Applications

14. DWSRF Checklist Part I



Environmental Facilities Corporation

625 Broadway Albany
New York 12207-2997

(518) 402-6924 (p)

www.efc.ny.gov

New York State Revolving Fund MUNICIPAL APPLICATION CHECKLIST

This checklist will assist in determining the documents and information that are needed to apply for financing through the SRF. An explanation of each of these items is provided in the "Municipal Application Form Instructions and Guidance." The items necessary for closing and the type of financing offered to you will be determined by your project status and your funding needs. Please contact EFC at 518-402-6924 to review this checklist and if you have any questions.

Please do not submit a Financing Application until your project is listed on the Annual Project Priority List, as published in the current CWSRF or DWSRF Intended Use Plan (IUP), and the critical components identified in PART I have been completed.

Please note that EFC will not begin to process a Financing Application until the items identified in Part I have been received and your Engineering Report has received regulatory approval and has been deemed eligible for SRF financing.

Items in Part I MUST be included with your application for financing. Items in Part II should be submitted with Part I items if they are currently available.

PART I – Items Required to Process an Application for SRF Financing

Check the appropriate boxes below.

No.	Checklist Item	Submitted Earlier	Submitted with this Application
1.	Application Form	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.	Municipal Bond Resolution(s)		
	a) Bond Resolution (Certified Copy)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	b) Proof of Publication of Permissive Referendum (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	c) Proof of Publication of Estoppel Notice	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	Environmental Review Documents and Findings (see SEQRA/SERP guidance in the "Environmental Review Requirements")	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	OPRHP / SHPO Project Review Letter (Initial or Final Letter)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.	District Formation/Increase Authorization Not Applicable	<input type="checkbox"/>	<input type="checkbox"/>
5.	Agreement for Engineering Planning Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Town of Lewisboro
Oakridge Water District Improvement & PFAS Removal (18893)
WIIA/DWSRF Applications**

15. DWSRF Application Form

**New York State Environmental Facilities Corporation
New York State Revolving Funds Financing Application (Municipal)**

1. GENERAL INFORMATION

A. Applicant

Name of Applicant: _____ County: _____
Federal I.D. Number: _____ DUNS Number: _____

List each project (and its location) for which the Applicant is applying for SRF financing separately in the following table. Project Numbers have been assigned by EFC or DOH and follow the format C1-1234-56-78 (CWSRF) or D0-12345 (DWSRF). Project numbers and scores are listed in the respective Intended Use Plan (IUP) Annual Project Priority List. Please refer to the Municipal [Application Form Instructions and Guidance](#) for assistance in completing this application.

PROJECT LOCATION									
SRF Project Number	SRF Project Score	IUP Category	IUP Amount	Municipal Location (City, Town or Village if different from Applicant name)	Service Area	Project Location ZIP +4	Legislative Districts (you may include two districts)		
							US Congress	NY Senate	NY Assembly

B. Financial Assistance Requested

SRF Project Number	SRF Financial Assistance Amount	Date of Hardship Confirmation Expiration (if Applicable)	If not eligible for subsidy is SRF market-rate financing desired?		Type of Financing Requested	
			<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Short-Term	<input type="checkbox"/> Long-Term
	\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Short-Term	<input type="checkbox"/> Long-Term
	\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Short-Term	<input type="checkbox"/> Long-Term

*If applying for financial assistance for more than one project,
please complete separate pages 2-12 for each project.*

2. PROJECT INFORMATION

NOTE: Answers must be “yes” to all questions below and documents requested in subsections A through E provided in order for EFC to process the application. If you cannot answer “yes” to questions A through E below or cannot provide the requested documents, do not continue with this application until appropriate action is taken on the item required.

A. Engineering Report

Has the project engineering report been developed in accordance with the engineering report outline?

☐ Yes ☐ No

If no, the project engineering report may need to be amended.

B. Bond Resolution

☐ Enclosed ☐ Previously Submitted to EFC

Date on which Bond Resolution was passed: _____

Date on which permissive referendum published (if applicable). Use N/A if not applicable: _____

Date on which estoppel published, Use N/A if not applicable: _____

C. District Formation, District Extension or Other OSC Approvals

For towns and counties – Office of State Comptroller (OSC) approval is required for district establishment or expansion, or when the maximum amount to be expended for such district is increased.

☐ Enclosed ☐ Previously Submitted to EFC ☐ Not Applicable

Date on which district formation or expansion was completed: _____

D. Environmental Approvals (SEQR/SERP)

Has your environmental review (SEQR) been completed?

☐ Yes ☐ No

If Yes, ☐ Enclosed ☐ Previously Submitted to EFC

Action classified as:

☐ Type I ☐ Unlisted ☐ Type II

If you complied with SEQR and classified your project as an Unlisted Action but did not prepare a Full Environmental Assessment Form (EAF) or conduct a coordinated review, please contact EFC prior to submittal of this Application.

If your action was an Unlisted Action, did you:

1) prepare a Full EAF?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2) coordinate your review?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

E. SHPO Project Review Determination Letter

Applicant must solicit a letter from the Office of Parks, Recreation, and Historic Preservation (OPRHP) indicating that a suitable State Historic Preservation Office (SHPO) review of potential impacts of the project on historic properties and resources has been initiated or completed.

☐ Enclosed ☐ Previously Submitted to EFC

F. Environmental Justice Practices (see Municipal Application Form Instructions and Guidance for details)

Does your project incorporate environmental justice practices?

☐ Yes ☐ No

If Yes, please detail how it will incorporate environmental justice practices.

3. PROGRAM REQUIREMENT ACKNOWLEDGEMENTS

A. Minority- and Women-Owned Business Enterprises (MWBE) and Equal Employment Opportunity (EEO)

1. As a condition of receiving SRF financial assistance, you must comply with New York State Executive Law, Article 15-A and the Disadvantaged Business Enterprise (DBE) requirements of 40 CFR Part 33 with respect to MWBE participation opportunities.
2. As a condition of receiving SRF financial assistance, you must also comply with the Equal Employment Opportunities requirements of Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1.

Please check this box to acknowledge that you are aware of both of these requirements. ☐

B. Davis Bacon Prevailing Wages

In addition to any other applicable State or local prevailing wage requirements, workers on SRF funded construction contracts are required to be paid the higher of State, local or federal prevailing wages (applies to treatment works projects only for CWSRF and all projects for DWSRF).

Please check this box to acknowledge that you are aware of this requirement. ☐

C. American Iron and Steel (AIS)

All iron and steel that is permanently incorporated into CWSRF treatment works projects and all DWSRF projects must be produced domestically, per EPA AIS requirements.

Please check this box to acknowledge that you are aware of this requirement. ☐

4. PROJECT PERMITS AND APPROVALS

Applicable Permits / Approvals	Required	Status	Date Applied	Date Approved
A. NYS DEC Environmental Permits	<input type="checkbox"/>			
1. Water Supply Application	<input type="checkbox"/>			
2. Wetlands	<input type="checkbox"/>			
3. Water Protection	<input type="checkbox"/>			
4. Excavation & Fill	<input type="checkbox"/>			
5. SPDES	<input type="checkbox"/>			
6. Waste Transporter	<input type="checkbox"/>			
7. Coastal Erosion Hazard Areas	<input type="checkbox"/>			
8. Long Island Wells Program	<input type="checkbox"/>			
9. Air Pollution Control	<input type="checkbox"/>			
10. Wild, Scenic, & Recreation Rivers	<input type="checkbox"/>			
11. Water Quality Certification	<input type="checkbox"/>			
12. Flood Plain Management	<input type="checkbox"/>			
B. NYS OSC Approval for Towns in the Adirondack Park	<input type="checkbox"/>			
C. NYS Department of Transportation	<input type="checkbox"/>			
D. NYS Department of State	<input type="checkbox"/>			
E. U.S. Army Corps of Engineers	<input type="checkbox"/>			
F. Railroads Rights-of-Way	<input type="checkbox"/>			
G. NYS Adirondack Park Agency	<input type="checkbox"/>			
H. NYS Agriculture & Markets - Agricultural District	<input type="checkbox"/>			
I. New York City Watershed Protection	<input type="checkbox"/>			
J. City/Town/Village Board	<input type="checkbox"/>			
K. City/Town/Village Planning Board	<input type="checkbox"/>			
L. City/Town Zoning Board	<input type="checkbox"/>			
M. City/County Health Department	<input type="checkbox"/>			
N. Other Local Agencies	<input type="checkbox"/>			
O. NYS Health Department	<input type="checkbox"/>			
P. Other Permits list here				

5. CONTACT LIST

Chief Executive Officer/Highest Elected Official		Date Term of Office Expires:
Name:	Title:	
Mailing Address:	Physical Address: (if different from mailing)	
Phone Number:	Email Address:	
Chief Fiscal Officer		Date Term of Office Expires:
Name:	Title:	
Mailing Address: (or check box if same as CEO)	Physical Address: (if different from mailing)	
Phone Number:	Email Address:	
Clerk		
Name:	Title:	
Mailing Address: (or check box if same as CEO)	Physical Address: (if different from mailing)	
Phone Number:	Email Address:	
Minority Business Officer		
Name:	Title:	
Mailing Address: (or check box if same as CEO)	Physical Address: (if different from mailing)	
Phone Number:	Email Address:	
Daily Contact Person		
Name:	Title:	
Mailing Address: (or check box if same as CEO)	Physical Address: (if different from Mailing)	
Phone Number:	Email Address:	
Billing Contact Person (optional)		
Name:	Title:	
Mailing Address: (or check box if same as CEO)	Physical Address: (if different from mailing)	
Phone Number:	Email Address:	

Consulting Engineer

Name:	Title:	Company:
Mailing Address:	Physical Address: (if different from mailing)	
Phone Number:	Email Address:	

Local Counsel

Name:	Title:	Company:
Mailing Address:	Physical Address: (if different from mailing)	
Phone Number:	Email Address:	

Bond Counsel

Name:	Title:	Company:
Mailing Address:	Physical Address: (if different from mailing)	
Phone Number:	Email Address:	

Financial Advisor (if applicable)

Name:	Title:	Company:
Mailing Address:	Physical Address: (if different from mailing)	
Phone Number:	Email Address:	

Additional Contact (optional)

Name:	Title:	Company:
Mailing Address:	Physical Address: (if different from mailing)	
Phone Number:	Email Address:	

6. PROJECT BUDGET AND CONSTRUCTION COSTS**A. Total Project Budget for SRF Projects**

Category	Anticipated Costs
1. Construction Costs	
Contract 1	\$
Contract 2	\$
Contract 3	\$
Contract 4	\$
2. Engineering Costs	
a. Planning	\$
b. Design	\$
c. Construction	\$
d. Other	\$
3. Other Expenses	
a. Local Counsel	\$
b. Bond Counsel	\$
c. Work Force	
- Technical	\$
- Administrative	\$
d. Fiscal Services	\$
e. Net Interest	\$
f. Miscellaneous (please describe)	\$
Mailings, Newspaper, Etc.	\$ 1,000.00
	\$
	\$
4. Equipment	\$
5. Land Acquisition	\$
6. Contingencies	\$
7. Total Project Costs (sum lines 1-6)	\$
8. Less: Other Sources of Funding (Provide details in Section 7 of application)	\$
9. Project Costs to be Financed with SRF (line 7 minus line 8)	\$
10. SRF Issuance Costs ¹ . Percentages should be applied to line 9.	
a. Direct Expenses (1.0%)	\$
b. State Bond Issuance Charge (.84%)	\$
c. Administrative Fee (1.1%) ²	\$
11. TOTAL COSTS (sum of lines 9, 10a, 10b, and 10c)	\$

¹ Applicable to long-term non-hardship financings only² DWSRF only

8. INTERFUND BORROWINGS

Will this financing reimburse an interfund borrowing? ☐ Yes ☐ No

If yes, please provide a copy of the municipal authorizing resolution and cost documentation for the interfund borrowing.

9. INTERMUNICIPAL OR OTHER AGREEMENTS

Has the applicant entered into, or is the applicant contemplating entering into, any agreement(s) between itself and any other municipality (or municipalities) or any other entity regarding the sharing of responsibility for ownership, construction, payment, use, operation or maintenance of the project?

☐ Yes ☐ No

If yes, please name the parties below, the term (i.e. years of the agreement) and include a fully executed copy of any and all such agreement(s) with the application submission.

Agreement Parties: _____
Term: _____

10. TAX IMPLICATION QUESTIONS

Non-Governmental Users

Are there any current or projected non-governmental users of the system with which the system/applicant has a specific contractual agreement as to rates and charges which are not available to the general public?

☐ Yes ☐ No

If yes, please indicate the percentage of system use by such users: _____ %

If yes, please list below those users and attach special rate schedules and any contractual agreements.

Is the proposed project designed in any way to specifically accommodate the needs of such a user?

☐ Yes ☐ No

If yes, please explain:

Private Operating Agreements

Has the applicant contracted with a private firm for the operation of the facility to be financed?

☐ Yes

☐ No

If yes, please name the firm below, the term (in years) of agreement, and include a copy of this agreement with the application submission. A copy of the fully executed agreement needs to be provided to EFC before a financing can close.

Firm: _____

Term: _____

11. LITIGATION

Is there any litigation threatened or existing which would affect this project or substantially impair the applicant's ability to pay debt service on its indebtedness?

☐ Yes

☐ No

If yes, please attach a summary of the litigation including its current status.

12. PROJECT SCHEDULE

Please provide the actual or anticipated dates for the following critical milestones related to your project's schedule. The numbering of the contracts must match the numbering used in Section 6, Project Budget¹.

<u>Project Schedule Milestone Item</u>	<u>Contract 1</u>	<u>Contract 2</u>	<u>Contract 3</u>	<u>Contract 4</u>
Submit Project Plans & Specifications for review & approval	_____	_____	_____	_____
Award Bids	_____	_____	_____	_____
Issue Notice to Proceed	_____	_____	_____	_____
Construction Start	_____	_____	_____	_____
Placed in Service (Substantial Completion)	_____	_____	_____	_____
Construction Completion (Final)	_____	_____	_____	_____

¹ Please attach additional pages if there are more than four contracts for the project.

13. PROJECT DEBT ISSUANCE INFORMATION

Has there been any debt issued for project ☐ Yes ☐ No

SRF funds may be issued to refinance a prior source of project financing, including existing BANs and Bonds.
Will SRF financing be used to refinance notes or bonds? ☐ Yes ☐ No

Please use a separate sheet for any additional notes or bonds if more space is needed.

Note/Bond History	Date Issued	Maturity Date	Amount of Issue		Call Date ¹	Payment Date	Payment Amount	Total Issue Outstanding	
			Principal Amount	Project Amount				Principal Amount Outstanding	Project Amount Outstanding
			\$	\$			\$	\$	\$
			\$	\$			\$	\$	\$
			\$	\$			\$	\$	\$
			\$	\$			\$	\$	\$
			\$	\$			\$	\$	\$
			\$	\$			\$	\$	\$
			\$	\$			\$	\$	\$
			\$	\$			\$	\$	\$
			\$	\$			\$	\$	\$

¹ If the note is not callable the Applicant may be asked to negotiate a call with the lender to avoid an advance refunding.

14. FINANCIAL REPORTS

Has the applicant submitted timely annual financial reports for the last three fiscal years to the Office of the State Comptroller?

☐ Yes ☐ No

If no, please explain:

Are you submitting current audited financial statements with this application?

☐ Yes (Skip Question 15 Section E)
☐ No (Complete Question 15 Section E)

15. ECONOMIC AND FINANCIAL DATA

Are you submitting an Official Statement or continuing disclosure document(s) as part of this application?

☐ Yes (Skip Sections A through D)
☐ No (Complete Sections A through D)

A. Largest Employers **Only employers with more than 5 employees**

Employer	Type of Business	Number of Employees
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Applicant _____

B. Largest Real Property Taxpayers

Taxpayer	Type of Business	Assessed Valuation	Exemption check if yes	Dispute check if yes
1.		\$	<input type="checkbox"/>	<input type="checkbox"/>
2.		\$	<input type="checkbox"/>	<input type="checkbox"/>
3.		\$	<input type="checkbox"/>	<input type="checkbox"/>
4.		\$	<input type="checkbox"/>	<input type="checkbox"/>
5.		\$	<input type="checkbox"/>	<input type="checkbox"/>
6.		\$	<input type="checkbox"/>	<input type="checkbox"/>
7.		\$	<input type="checkbox"/>	<input type="checkbox"/>
8.		\$	<input type="checkbox"/>	<input type="checkbox"/>
9.		\$	<input type="checkbox"/>	<input type="checkbox"/>
10.		\$	<input type="checkbox"/>	<input type="checkbox"/>

C. Tax Collection Procedures

Town, County and special district taxes or assessments for the period from Jan. 1st to Dec. 31st are due in a single payment on Apr. 1st. Payment may be made without penalty until Apr. 30th, after which the penalty is 2% during May, 5% during June and July, 7% during Aug. and Sept., 10% during Oct., Nov. and Dec. and 12% thereafter to tax lien sale date (following May).

D. Taxable Assessed Value

20____	20____	20____	20____
\$	\$	\$	\$

E. Audits

Has the Applicant recently undergone an audit by the Office of the State Comptroller or other state or federal regulatory agency? ☐ Yes ☐ No

Is any such audit or formal review underway currently, or has the Applicant been notified that a review or audit will be conducted in the future? ☐ Yes ☐ No

Applicant _____

F. Applicant's Indebtedness

1. Debt Summary Data and Calculations

Statement of Debt Contracting Power as of: _____ (date)

a) Average of full valuation of taxable real property for the five most recent years (including current year): \$ _____

b) Debt limit (7% of five-year average full valuation in a) above). \$ _____

c) Long-Term Indebtedness \$ Amount Outstanding _____

d) Bond Anticipation Notes \$ _____

e) Total Gross Indebtedness (e = c + d) \$ _____

f) Exclusions (list separately):
 Type (specify water, sewer, or other)

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total Exclusions \$ _____

g) Total Net Indebtedness (g = e - f) \$ _____

h) Net Debt Contracting Margin (h = b - g)
(unused debt capacity) \$ _____

i) Debt Contracting Power Exhausted
(i = $(g \div b) \times 100$) _____ %

j) Debt Contracting Power Remaining¹
(j = 100 - i) _____ %

¹ If debt contracting power with this potential financing exceeds 100% contact your local counsel (CWSRF only).

Applicant _____

2. Applicant's Outstanding General Obligation and Revenue Bonded Debt as of:
(date) _____

Provide a debt service summary, including principal retirement, for all outstanding general obligation and revenue bonded debt for the applicant's current fiscal year and the next 10 fiscal years (Do not include short-term obligations):

	Fiscal Year Ending	Principal (a)	Interest (b)	Total Debt Service (a+b)
1.	2021	\$	\$	\$
2.		\$	\$	\$
3.		\$	\$	\$
4.		\$	\$	\$
5.		\$	\$	\$
6.	2026	\$	\$	\$
7.		\$	\$	\$
8.		\$	\$	\$
9.		\$	\$	\$
10.		\$	\$	\$
11.		\$	\$	\$
TOTAL		\$	\$	\$

G. Planned Debt Issuance

H. State Aid Pledged as Security

Are you aware of any State Aid or Local Assistance Payments pledged as security for the repayment of debt? ☐ Yes ☒ No

If yes, please provide a list of debt for which State Aid and/or Local Assistance Payments are pledged as security, if any. Provide debt service schedule(s) for such debt.

16. SIGNATURE PAGE FOR SRF APPLICATION FORM

CERTIFICATION: On behalf of the applicant, and in accordance with the Resolution by

Town of Lewisboro Town Board

(governing body of municipal applicant)

authorizing me to do so, I apply for SRF Assistance for the project(s) described in this application. By the signing of this application, I certify and agree on behalf of the Applicant and its governing body that all of the information contained in this application, in other statements and exhibits attached hereto or referenced herein, and in all statements, data and supporting documents which have been made or furnished for the purpose of receiving SRF Assistance for the project(s) described herein, are true, correct and complete to the best of my knowledge and belief.

Further, I acknowledge that offering a written instrument knowing that the written instrument contains a false statement or false information, with the intent to defraud the State or any political subdivision, public authority or public benefit corporation of the State, with the knowledge or belief that it will be filed with or recorded by the State or any political subdivision, public authority or public benefit corporation of the State, constitutes a crime under New York State Law.



(Signature of Authorized Representative)

Peter Parsons, Supervisor

(Name and Title)

11/12/21

(Date)

Town of Lewisboro

(Applicant)

Lindsay Ostrander Allen, Project Engineer, Delaware Engineering, DPC

(Name of Preparer, if different)

28 Madison Avenue Extension

(Address of Preparer, if different)

Albany, NY 12203

(510)

(Phone Number, include area code)

Town of Lewisboro
Oakridge Water District Improvement & PFAS Removal (18893)
WIIA/DWSRF Applications

16. VRI Contract

Town of Lewisboro

Oakridge Water District Treatment Facility and Distribution System

submitted by

VRI Environmental Services, Inc.

August 13, 2009

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FULL SERVICE CONTRACT

By and between VRI ENVIRONMENTAL SERVICES, INC., 3284 Franklin Avenue, PO Box 943, Millbrook, New York 12545 (hereinafter referred to as "VRI"), and the TOWN OF LEWISBORO, OAKRIDGE WATER DISTRICT., 11 Main Street, PO Box 500, South Salem, NY 10590 (hereinafter referred to as "OWNER"):

WITNESSETH:

WHEREAS, Owner wishes to provide centralized and uniform operations and maintenance of the Owner's Water Treatment Facilities and distribution system.

WHEREAS, VRI has agreed to provide the same; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

I. Scope of Services

- a. VRI will staff the Owner's Water Treatment Facilities with sufficient personnel qualified in technical, administrative and management duties to satisfy Westchester County, New York State and Federal regulatory requirements regarding water treatment operations and maintenance, and the needs of the Owner. Staffing shall consist of one Certified Operator for 14.5 hours per week with management and assistant operator 3.5 hours per week.**
- b. VRI will provide employees experienced in the operation of water treatment facilities. The level of certification will be consistent with regulatory requirements. The staffing plan shall promote proper and efficient operation of the Treatment Facilities including**
 - i. Daily plant inspections**
 - ii. Daily water quality testing**
 - iii. Monthly regulatory sampling**
 - iv. Maintaining proper chemical dosage to the water system**
 - v. Assuring proper amounts of chemicals are available on-site**
 - vi. Moving chemicals as necessary**
 - vii. Daily housekeeping and grounds maintenance**
 - viii. Proper preventive maintenance of all facility equipment**

- ix. Daily checks of distribution system including all storage facilities**
 - x. Record keeping of all associated operating, testing and maintenance parameters**
 - xi. Quarterly meter reading**
- c. VRI will maintain compliance with the permits and regulations of the New York State Department of Health, including inspections, all daily testing and periodic reports required by same. VRI will also maintain a professional relationship with all local and state regulatory agencies.**
- d. VRI will provide a twenty-four (24) hour, seven (7) day per week emergency call service. Emergency services and non routine services provided shall be billed as per section (V) Compensation, paragraph (b).**
- e. VRI will assure that a comprehensive corrective and preventative maintenance program is in place, and will provide the Owner with full documentation of both levels of maintenance performed on all Owner equipment. All corrective and preventative maintenance will be performed in accordance with the manufacturer's recommendations.**
- f. VRI will update Owner's inventory of spare parts, materials and chemicals at the Water Treatment Facilities.**
- g. VRI will provide the necessary data required for, and assist Owner personnel in budget preparation relating to the various treatment facilities.**
- h. VRI will be available for routine inspections and meeting with all regulatory agencies.**
- i. VRI will be responsible for complete operation and maintenance of the water treatment facilities.**
- j. VRI assures that appropriate training programs will be implemented in the areas of operation, maintenance, safety, supervisory skills, laboratory, energy management, etc.**
- k. VRI will maintain the water distribution system including flushing of the hydrants and visually inspecting and recording data at the storage tanks.**
- l. VRI will investigate and repair water main breaks, hydrants, answering water complaints, locating leaks and shut-offs for**

customers, water meter installations/replacements, etc. These services will be charged and billed as per the rates established.

- m. VRI will be responsible for maintaining the Water Treatment Facility buildings and associated facilities as clean and aesthetically pleasant as possible, on a year-round basis for the term of the contract.

II. Services Not Provided by VRI:

- a. Engineering fees and legal fees.
- b. Utility costs (to be billed directly to Owner).
- c. Chemical costs (to be billed directly to Owner).
- e. Laboratory fees.
- f. Capital Items and maintenance supplies.
- g. Special regulatory sampling.
- g. Corrective maintenance (see V.b. for fee schedule).
- h. Capital Improvements
- i. Emergency repairs to facilities and distribution (see V.b for fees)
- j. All other items not specifically identified in Scope of Services.

III. Term of the Agreement:

- a. The initial term of this Agreement shall be for five (5) years commencing on the Service Commencement Date. The Service Commencement Date shall be August 21, 2009.

IV. Termination:

- a. Either party hereto may terminate this agreement without cause on ninety (90) days prior notice in writing to the other party. Such notice shall be sent registered or certified mail, return receipt requested, or may be hand delivered. If hand delivered, the notice shall be effective as of the day of delivery; if mailed, on the date of posting.

V. Compensation:

- a. VRI shall be compensated as follows:

Monthly Operations	\$ 3,280.00
--------------------	-------------

- b. In the event that Owner requests VRI to provide services over and above those set forth herein, or emergency call-outs are necessary, said services will be billed at the following rates:

1. Principal	\$125.00 per hour
2. Technical Specialist	\$ 85.00 per hour
- Control Work	
- Electrician	
- Welding	
- Plumber	
3. Manager/Mechanic	\$ 85.00 per hour
4. Foreman	\$ 75.00 per hour
5. Plant Operator	\$ 65.00 per hour
6. Laborer	\$ 50.00 per hour
7. Mileage	\$ 00.60 per mile

All invoices are payable thirty (30) days from invoice date. Invoices will be presented on the first day of the month that services are to be provided. All statements over sixty (60) days will incur a 2% per month service charge.

- c. In each succeeding year, VRI shall receive an increase over the sums listed above equal to the Consumer Price Index (CPI) as published by the United States Department of Labor for the Northeastern Section of the United States. The increase will be based upon the commencement date figures for each year. VRI agrees to provide Owner with a copy of the United States Department of Labor report before any increases go into effect.

VI. Indemnification and Insurance:

VRI agrees to indemnify, defend and hold harmless Owner and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from VRI's acts, errors or omissions and for any costs or expenses incurred by the Town on account of any claim therefore, except where such indemnification is prohibited by law.

VRI shall maintain the following insurance during the term of this Agreement:

- a. General Liability Insurance in the amount of not less than one million dollars (\$1,000,000.00) each occurrence with a two million dollar (\$2,000,000.00) general aggregate with a four million dollar umbrella (\$4,000,000.00) for each occurrence and general aggregate.**
- b. Worker's Compensation Insurance for all VRI employees employed at the Treatment Facilities, including Employer's Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) for each accident or the statutory NYS statutory limits if greater.**
- c. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) for collision, comprehensive, bodily injury and property damages.**

The certificates will state the amounts of all deductibles and self insured retentions. The OWNER shall be notified in writing thirty (30) days prior to cancellation, material changes, or non-renewal of such insurances.

Before the first day of operations, VRI shall furnish the Owner with satisfactory proof of such insurance. These policies will remain in effect during the period of this contract unless a change is granted by OWNER with 30 days notice.

The OWNER shall be included as an additional insured according to its interest during the term of this Agreement.

Claims by Owner

With respect to any and all claims by OWNER, VRI agrees to indemnify and hold harmless the OWNER and each of its elected or appointed officers, employees and agents from and against any claims, demands, suits liabilities, losses and expenses incurred by the OWNER which are caused solely by the negligent acts or omissions of VRI in the performance of its services under this agreement; provided, however, that in the event that both OWNER and VRI are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event, OWNER and VRI shall each be responsible for the portion of the liability equal to its comparative share of the total negligence; provided further, however, that with respect to any loss, damage, injury or other claims made by OWNER as a result of or based upon the presence, removal, handling, storage, release, discharge, escape or other disposition of any hazardous substances, waste, pollution or contaminant, VRI'S obligations to the OWNER for indemnity or otherwise shall not apply (i) if such removal, handling, storage, release, discharge, or other disposition is required by, or executed in accordance with, local, state, federal law, rule or regulation; (ii) unless such loss, damage, injury or claim results from the operator negligence of VRI.

VRI'S liability to the OWNER for any loss, damage, injury, claim or expense of any kind or nature caused directly or indirectly by the performance or nonperformance by VRI of its obligations pursuant to this Agreement shall be limited to general money damages in an amount equal to the amount of any proceeds of insurance received by the VRI with respect to such a loss. VRI shall not be liable for indirect or consequential damages including, but not limited to, loss of profit or revenue or loss of the use of the Treatment Facilities, based upon contract negligence or any other cause of action, even if advised of the possibility of such damages.

VII. Force Majeure:

- a. VRI shall not be deemed to be in default if performance of the obligations required by this agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, accident, civil commotion, epidemic, act of government, its agencies or officers, or any other cause beyond the control of the parties ("Force Majeure"). Upon the occurrences of any such event, VRI shall operate the facilities on a best efforts basis (at no additional cost to VRI) and shall not be responsible for effluent characteristics or damages, fines, penalties or claims resulting therefrom; if any additional expense is incurred by VRI in such operations, that expense shall be an Extraordinary Cost, and shall be reimbursed by Owner.

VIII. Existing Equipment:

- a. Owner will provide VRI with a water district equipment list. Any equipment and tools currently owned by Owner will remain the property of Owner and will be replaced by Owner. VRI shall have the right to use any listed equipment in the normal daily operation, maintenance and emergency repair of the Owner facilities. VRI will maintain the equipment, Owner will pay for repairs and consumables, such as fuel, oil, tires, etc. At the termination of this Agreement, all equipment will be accounted for and returned to Owner with normal wear for corresponding equipment run times. All VRI equipment shall be of good commercial quality and meet with OSHA/New York State safety requirements. All VRI equipment shall be subject to the approval of Owner. Owner may require that inferior equipment be replaced to Owner's satisfaction.

IX. Independent Contractor:

- a. The relationship of VRI to Owner is that of an independent contractor. None of the employees or agents of VRI shall be considered employees of Owner. VRI will immediately remove any employee whose conduct or performance is unsatisfactory to Owner.

X. Confidentiality:

- a. All work product including but not limited to information, reporting, operations, budgets and or installations done in correlation with this service agreements is to be confidential and not to be discussed, communicated and or provided in writing to any other entities unless approved and or directed by owner. This clause is considered paramount and can be deemed as reason for immediate termination of agreement.

XI. Enforcement:

- a. The failure of either party to enforce its rights as to any provision of the Agreement shall not be construed as a waiver of its right to enforce such provision in the future.

XII. Assignment:

- a. This Agreement shall not be assigned by either party without the prior written consent of the other, which shall not be unreasonably withheld.

XIII. Entire Agreement:

- a. This Agreement contains the entire Agreement between Owner and VRI, and supersedes all previous or contemporaneous communications, representations or agreements. This Agreement may be modified only by written amendment signed by both parties.

XIV. Notices:

- a. All notices shall be in writing and delivered in person or transmitted by certified mail, return receipt requested, postage prepaid. Notices required to be given to VRI shall be addressed as follows:

Kenneth G. Scherrieble
President
VRI Environmental Service, Inc.
PO Box 943
Millbrook, NY 12545

- b. Notices required to be given to Owner shall be addressed as follows:


Town of Lewisboro
Oakridge Water District
PO Box 500
South Salem, NY 10590
ATT: Facilities Manager

XV. Severability:

- a. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this agreement has been executed with the valid portion thereof eliminated.

The Owner and VRI Environmental Services, Inc. have caused this Agreement to be duly executed as of the day and year first above written:

VRI ENVIRONMENTAL SERVICES, INC.:

By:  Date: 8-21-09
Kenneth G. Scherrieble Kenneth Sabia
Principal Principal

TOWN OF LEWISBORO, OAKRIDGE WATER DISTRICT.

By:  Date: 8/13/09

Town of Lewisboro
Oakridge Water District Improvement & PFAS Removal (18893)
WIIA/DWSRF Applications

17. 202-b Proceedings

At a regular meeting of the Town Board of the Town of Lewisboro, Westchester County, New York, held at the Lewisboro Court Room, 79 Bouton Road, in South Salem, New York, in said Town, on October 12, 2021, at 7:30 o'clock P.M., Prevailing Time.

PRESENT:

Peter Parsons
Supervisor

Jane Crimmins
Councilman

Tony Gonçalves
Councilman

Richard Sklarin
Councilman

Daniel Welsh
Councilman

FILED

OCT 13 2021

**TIMOTHY C. BROWN
COUNTY CLERK
COUNTY OF WESTCHESTER**

In the Matter
of
the Increase and Improvement of the
Facilities of the Oakridge Water District
in the Town of Lewisboro, Westchester
County, New York

Index No. 41-21

PUBLIC INTEREST ORDER

WHEREAS, the Town Board of the Town of Lewisboro, Westchester County, New York, has had under consideration the increase and improvement of the facilities of the Oakridge Water District in said Town, consisting of the design and construction of an expansion to the water treatment plant to remove certain chemicals generally known as PFAS, including improvements to the booster pumps, treatment chemicals, valves, meters, and other appurtenances, and related and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$1,939,500; and

WHEREAS, the Town Board of said Town has duly caused to be prepared a map, plan and report, including an estimate of cost relating to said increase and improvement of facilities of the Oakridge Water District; pursuant to an engineering report dated May 2021 prepared by Delaware Engineering, P.C., professional engineers; and

WHEREAS, such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the Oakridge Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due;

WHEREAS, an environmental analysis has been prepared pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA") in connection with such increase and improvement and use and it has been determined that such increase and improvement of the facilities of the Oakridge Water District will not result in any significant environmental effects; and

WHEREAS, at a meeting of said Town Board duly called and held on July 26, 2021, an order was duly adopted by it and entered in the minutes specifying the said Town Board would meet to consider the increase and improvement of the Oakridge Water District in said Town at a maximum estimated cost of \$1,939,500 and to hear all persons interested in the subject thereof concerning the same at the Lewisboro Library, in South Salem, New York, in said Town, on August 9, 2021, at 7:30 o'clock P.M., Prevailing Time; and

WHEREAS, said order duly certified by the Town Clerk was duly published and posted as required by law, to-wit: a duly certified copy thereof was published in a newspaper of general circulation in this Town, on July 30, 2021, and a copy of such order was posted on July 27, 2021, on the signboard maintained by the Town Clerk of the Town of Lewisboro, pursuant to Section 30, subdivision 6 of the Town Law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; and NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Lewisboro, Westchester County, New York,
as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest for the increase and improvement of the facilities of the Oakridge Water District in said Town, consisting of the design and construction of an expansion to the water treatment plant to remove certain chemicals generally known as PFAS, including improvements to the booster pumps, treatment chemicals, valves, meters, and other appurtenances, and related and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$1,939,500.

Section 2. This order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

Supervisor Peter Parsons VOTING YES

Councilman Jane Crimmins VOTING YES

Councilman Tony Gonçalves VOTING YES

Councilman Richard Sklarin VOTING YES

Councilman Daniel Welsh VOTING YES

The order was thereupon declared duly adopted.

* * *

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

I, the undersigned Clerk of the Town of Lewisboro, Westchester County, New York, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board
of said Town, including the order contained therein, held on October 12, 2021, with the original
thereof on file in my office, and that the same is a true and correct transcript therefrom and of the
whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open
Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice
of the time and place of said meeting to be given to the following newspaper and/or other news media
as follows:

Newspaper and/or other news media

Date given

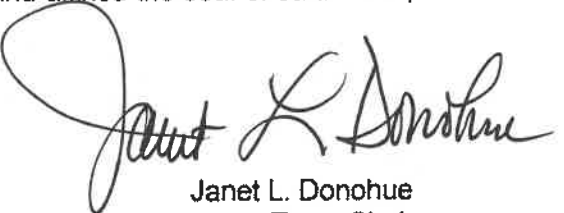
The Record Review

10/01/2021, 10/08/2021

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

<u>Designated Location(s) of posted notice</u>	<u>Date of Posting</u>
Town of Lewisboro Bulletin Board	10/01/21
<u>www.lewisborogov.com</u>	10/01/21

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town,
on October 12, 2021.


Janet L. Donohue
Town Clerk

(SEAL)

RESOLUTION ADOPTED BY THE TOWN BOARD
OF THE TOWN OF LEWISBORO
AT A MEETING HELD ON JULY 26, 2021

RESOLUTION

WHEREAS, the Town Board of the Town of Lewisboro, Westchester County, New York, has had under consideration the increase and improvement of the facilities of the Oakridge Water District in said Town, consisting of the design and construction of an expansion to the water treatment plant to remove certain chemicals generally known as PFAS, including improvements to the booster pumps, treatment chemicals, valves, meters, and other appurtenances, and related and incidental improvements and expenses in connection therewith; and

WHEREAS, the Town Board of said Town has duly caused to be prepared a map, plan and report, including an estimate of cost relating to said increase and improvement of facilities of the Oakridge Water District; pursuant to an Engineering Report dated May 2021 prepared by Delaware Engineering, D.P.C., professional engineers; and

WHEREAS, the maximum estimated cost to the Oakridge Water District of such increase and improvement is determined to be \$1,939,500; and

WHEREAS, such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the Oakridge Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due;

WHEREAS, an environmental analysis has been prepared pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement of the facilities of said District and it has been determined that such increase and improvement of the facilities of said District and use will not result in any significant environmental effects; and

WHEREAS, it is now desired to call a public hearing on said proposed increase and improvement of facilities and the map, plan and report, including estimate of cost pursuant to Section 202 b of the Town Law;

NOW, THEREFORE, BE IT ORDERED, by the Town Board of the Town of Lewisboro, Westchester County, New York, as follows:

Section 1. A meeting of the Town Board of the Town of Lewisboro, Westchester County, New York, shall be held at the Lewisboro Library, 15 Main Street, in South Salem, New York, in said Town, on August 9, 2021 at 7:30 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing on the increase and improvement of the facilities of the Oakridge Water District in said Town, consisting of the design and construction of an expansion to the water treatment plant to remove certain chemicals generally known as PFAS, including improvements to the booster pumps, treatment chemicals, valves, meters, and other appurtenances, and related and incidental improvements and expenses in connection therewith, and the map, plan and report including estimate of cost referred to in

the preambles hereof, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Section 2. The Town Clerk is hereby authorized and directed to cause a notice of said public hearing to be published in the Record Review, the official newspaper of said Town, and posted in the manner prescribed by law, which notice shall be in substantially the following form, to wit:

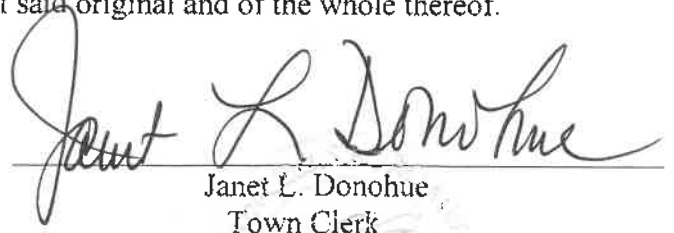
NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Lewisboro, Westchester County, New York, will meet at the Lewisboro Library, 15 Main Street, South Salem, New York, in said Town, on August 9, 2021 at 7:30 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Oakridge Water District in said Town, consisting of the design and construction of an expansion to the water treatment plant to remove certain chemicals generally known as PFAS, including improvements to the booster pumps, treatment chemicals, valves, meters, and other appurtenances, and related and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$1,939,500, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same. Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the Oakridge Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

The map, plan and report, including estimate of cost, relating to this project is on the file in the Office of the Town Clerk where it is available for public inspection during normal business hours.

STATE OF NEW YORK
COUNTY OF WESTCHESTER

I, JANET L. DONOHUE, Town Clerk of the Town of Lewisboro, County of Westchester, State of New York, do hereby certify that I have compared the preceding copy of a Resolution adopted by the Town Board of the Town Board of Lewisboro at a meeting held on the 26th day of July 2021, to the original thereof, and that the same is a true and exact copy of said original and of the whole thereof.


Janet L. Donohue
Town Clerk

Dated at South Salem, New York
this 13th day of October 2021

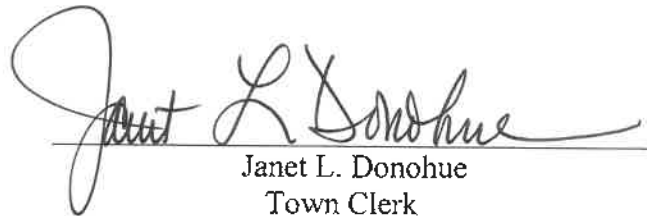
RESOLUTION ADOPTED BY THE TOWN BOARD
OF THE TOWN OF LEWISBORO
AT A MEETING HELD ON JULY 26, 2021

RESOLUTION

RESOLVED, that the Town Board does hereby accept the Oakridge Water District PFAS Treatment Project map & plan 202 (b) report.

STATE OF NEW YORK
COUNTY OF WESTCHESTER

I, JANET L. DONOHUE, Town Clerk of the Town of Lewisboro, County of Westchester, State of New York, do hereby certify that I have compared the preceding copy of a Resolution adopted by the Town Board of the Town Board of Lewisboro at a meeting held on the 26th day of July 2021, to the original thereof, and that the same is a true and exact copy of said original and of the whole thereof.


Janet L. Donohue
Town Clerk

Dated at South Salem, New York
this 13th day of October, 2021



The Bedford Pound Ridge
RECORD REVIEW

INVOICE FOR LEGAL NOTICES

10-19-21

Town of Lewisboro
Attn: Janet Donohue – Town Clerk
PO Box 500
South Salem, NY 10590

INVOICE # RR 333-21

Amount this invoice: \$62.00

INSERTION DATE	SUBJECT	LINE COUNT	AMOUNT
10-15-21	NOTICE OF ESTOPPEL \$1,939,500	94 @ \$.50	\$47.00
AFFIDAVIT			\$15.00
TOTAL DUE			\$62.00

Make checks payable to: **The Record Review**

Remit your check to: **The Record Review
PO Box 330
Dobbs Ferry, NY 10522**

Please include invoice number on your check

Affidavit of Publication

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Lewisboro, Westchester County, New York, will meet at the Lewisboro Library, 15 Main Street, in South Salem, New York, in said Town, on August 9, 2021 at 7:30 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Oakridge Water District in said Town, consisting of the design and construction of an expansion to the water treatment plant to remove certain chemicals generally known as PFAS, including improvements to the booster pumps, treatment chemicals, valves, meters, and other appurtenances, and related and incidental improvements and expenses in connection therewith; at a maximum estimated cost of \$1,939,500, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same. Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the Oakridge Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

The map, plan and report, including estimate of cost, relating to this project is on the file in the Office of the Town Clerk where it is available for

public inspection during normal business hours.

Dated: South Salem, New York
July 26, 2021

BY ORDER OF
THE TOWN BOARD
OF THE TOWN
OF LEWISBORO,
WESTCHESTER COUNTY,
NEW YORK
Janet L. Donohue
Town Clerk

RR234-21

STATE OF NEW YORK }
County of Westchester } SS:

PAT DOMMERMUTH being duly sworn
says *(s)he is Principal Clerk of

The Bedford Press and Bridge
RECORD REVIEW

a newspaper published in the Town of Bedford, County of Westchester, and State of New York, and that a notice, of which the annexed printed notice is a copy, has been published in The Record-Review one times, once each week for one successive weeks, that such publication was made in the issues of: 7-30-21

Pat Dommermuth

Principal Clerk

Sworn before me this 2 day }
of August 2021

Paula Thaler

Notary Public

PAULA THALER
Notary Public, State of New York
No. 01716372325
Qualified in Westchester County
Commission Expires May 5, 2023

*This affidavit must be made and executed by the Publisher, Principal Clerk or Foreman of the composing room.


NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Lewisboro, Westchester County, New York, will meet at the Lewisboro Library, 15 Main Street, in South Salem, New York, in said Town, on August 9, 2021 at 7:30 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Oakridge Water District in said Town, consisting of the design and construction of an expansion to the water treatment plant to remove certain chemicals generally known as PFAS, including improvements to the booster pumps, treatment chemicals, valves, meters, and other appurtenances, and related and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$1,939,500, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same. Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the Oakridge Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

The map, plan and report, including estimate of cost, relating to this project is on the file in the Office of the Town Clerk where it is available for public inspection during normal business hours.

STATE OF NEW YORK
COUNTY OF WESTCHESTER

I, JANET L. DONOHUE, Town Clerk of the Town of Lewisboro, County of Westchester, State of New York, do hereby certify that I have compared the preceding copy of a public hearing notice adopted by the Town Board of the Town Board of Lewisboro at a meeting held on the 26th day of July 2021, to the original thereof, and that the same is a true and exact copy of said original and of the whole thereof.



Janet L. Donohue
Town Clerk

Dated this 25th day of October, 2021

MINUTES OF TOWN BOARD MEETING HELD ON JULY 26, 2021

A meeting of the Town Board of the Town of Lewisboro, Westchester County, New York, was held on July 26, 2021, at 7:30 p.m. at the former Lewisboro Elementary School Gymnasium, 79 Bouton Road, South Salem, New York.

PRESENT:

Supervisor	Peter Parsons
Council Members	Jane Crimmins, Tony Gonçalves, Richard Sklarin, Daniel Welsh
Town Clerk	Janet Donohue
Absent	None

Also attending was the Attorney for the Town Gregory Folchetti, Facilities Maintenance Manager Joel Smith and Police Officer Glen Zemanek.

Approximately 40 residents/observers attended the live meeting and approximately 36 participated via Zoom.

Supervisor Parsons called the meeting to order at 7:30 p.m.

EMERGENCY PROCEDURE

Supervisor Parsons noted the exits to be used in the event of an emergency.

PLEDGE OF ALLEGIANCE

The Supervisor led the Pledge of Allegiance to the flag.

COMMUNICATIONS

Supervisor Parsons stated the following:

The overwhelming consensus is that strict discipline needs to be observed in Board Meetings so I will ask that:

- 1. The Board members only answer questions and comments from the audience during the Polling of the Board section of the meeting.*
- 2. I plan to enforce silence by residents except during Public Hearings and Public Comment periods.*
- 3. If someone in the audience breaks this rule then, if the individual does not heed the chair, I will ask a police officer to escort that individual from the room.*

PUBLIC COMMENT PERIOD I

There were no public comments.

MINUTES OF TOWN BOARD MEETING HELD ON JULY 26, 2021

On motion by Supervisor Parsons, seconded by Mr. Gonçalves, the Board voted as follows:

THE VOTE:	Yes	- Parsons, Crimmins, Gonçalves, Sklarin, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

RESOLVED, that the Town Board does hereby authorize the emergency repairs to the Town Park retaining wall adjacent to the baseball field with a cost not to exceed \$30,000.

GAS STATION LAW – Discussion

Supervisor Parsons stated that in the past meetings the Board has discussed a revision to the gas station law and that those revisions have been forwarded to the County Planning Board and the Town Planning Board. Supervisor Parsons stated that they have heard back from both and would like to schedule a public hearing at the next Town Board meeting.

PUBLIC HEARING ANNOUNCED – Gas Station Law

On motion by Supervisor Parsons, seconded by Mr. Sklarin, the Board voted as follows:

THE VOTE:	Yes	- Parsons, Crimmins, Gonçalves, Sklarin, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Lewisboro will hold a public hearing on August 9, 2021, at 7:30 p.m., or soon thereafter as time permits, at the Lewisboro Library, 15 Main Street, South Salem, New York, 10590, for the purpose of hearing the public with regard to a proposed local law of the Town Code of the Town of Lewisboro which would amend Chapter 220; Zoning; 220-43.7 Gasoline Service Stations. At said hearing all interested persons are invited to attend and will be heard. The Town of Lewisboro is committed to equal access for all. Anyone needing accommodations to attend or participate in this meeting is encouraged to call the Town Clerk's office at 914-763-3511 in advance.

OAKRIDGE WATER DISTRICT – PFAS Treatment Project (9:24 – 9:28 p.m.)

Mr. Gonçalves stated that there are some administrative items that need to be taken care of related to the PFAS Plan which needs to be completed. He stated that this is an important step for when the town applies for the NYS EFC Water Infrastructure Improvement Act Grant. This has to be done in August so that the town is ready for the grant application which may be available as early as September. These items include:

MINUTES OF TOWN BOARD MEETING HELD ON JULY 26, 2021

1. Accept the Map and Plan 202(b) report provided by Delaware Engineering to NYS and Westchester County Dept. of Health.
2. Pass resolution determining the project to be a Type II Action under the NYS SEQR. Type II means we can bypass State Environmental Quality Review Act review. Our planning engineer made the Type II determination
3. Schedule public hearing

OAKRIDGE WATER DISTRICT – Accept PFAS Treatment Project Map & Plan

On motion by Mr. Gonçalves, seconded by Mr. Sklarin, the Board voted as follows:

THE VOTE:	Yes	- Parsons, Crimmins, Gonçalves, Sklarin, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

RESOLVED, that the Town Board does hereby accept the Oakridge Water District PFAS Treatment Project map & plan 202 (b) report.

OAKRIDGE WATER DISTRICT – Project is Type II Action under SEQR

On motion by Mr. Gonçalves, seconded by Mr. Sklarin, the Board voted as follows:

THE VOTE:	Yes	- Parsons, Crimmins, Gonçalves, Sklarin, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

RESOLVED, that the Town Board does hereby determine the Oakridge Water District PFAS Treatment Project to be a Type II Action under the State Environmental Quality Review Act (SEQR).

OAKRIDGE WATER DISTRICT ~ Public Hearing

On motion by Mr. Gonçalves, seconded by Ms. Crimmins, the Board voted as follows:

THE VOTE:	Yes	- Parsons, Crimmins, Gonçalves, Sklarin, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

MINUTES OF TOWN BOARD MEETING HELD ON JULY 26, 2021

PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE that the Town Board of the Town of Lewisboro, Westchester County, New York, will meet at the Lewisboro Library, 15 Main Street, in South Salem, New York, in said Town, on August 9, 2021 at 7:30 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Oakridge Water District in said Town, consisting of the design and construction of an expansion to the water treatment plant to remove certain chemicals generally known as PFAS, including improvements to the booster pumps, treatment chemicals, valves, meters, and other appurtenances, and related and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$1,939,500, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same. Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the Oakridge Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

The map, plan and report, including estimate of cost, relating to this project is on the file in the Office of the Town Clerk where it is available for public inspection during normal business hours.

ALTICE/CABLEVISION FIBER OPTIC CABINET – Town Property on Mead Street

On motion by Ms. Crimmins, seconded by Mr. Gonçalves, the Board voted as follows:

THE VOTE:	Yes	- Parsons, Crimmins, Gonçalves, Welsh	(4)
	No	- None	(0)
	Abstain	- Sklarin	(1)

RESOLUTION

RESOLVED, that the Town Board does approve the installation of an Altice/Cablevision Fiber Optic Cabinet at 100 Mead Street by the Pine Croft Meadow Preserve, subject to ACARC approval and notification of neighbors and the Waccabuc Landowner's Council.

PUBLIC COMMENT PERIOD II (9:40 – 9:50 p.m.)

There was a total of four residents who spoke during public comment period II.

TRUESDALE LAKE ASSOCIATION

Robert Cummings, president of the Truesdale Estates Association read the following statement:

My name is Robert Cummings, I live in South Salem. I am currently the president of the Truesdale Estates Association, Inc. Lake homeowners' association.

Tonight, I am speaking about Lake Rights vs. Lake Access. Specifically, lake rights to Truesdale Lake through the Truesdale Estates Association, Inc. owned properties.