

TOWN OF SCHODACK
RENSSELEAR COUNTY, NEW YORK
MAP, PLAN AND REPORT
CASTLETON CONSOLIDATED SEWER DISTRICT
DECEMBER 2019

PREPARED BY:



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I. INTRODUCTION

This map, plan and report was commissioned by the Town of Schodack Town Board to assist in the consolidation of four existing sewer districts in the Town. The districts include:

Sewer District No 1 – Castleton Sewer District
Sewer District No 2 – Castleridge Sewer District
Sewer District No 4 – Brickyard Sewer District
Sewer District No 7 – Hamilton Printing Sewer District

Since each district is its own municipal subset, consolidation will eliminate much of the duplicative administrative expense in determining district budgets and rates. Consolidation will allow for the use of a single rate across all four districts. Consolidation of the districts, particularly when there is no debt service involved, provides an excellent method to reduce the cost burden when major repairs or improvements are required.

II. EXISTING DISTRICTS

A. Sewer District No 1 – Castleton Sewer District

Sewer District No. 1 includes 98 properties east of the Village of Castleton up to approximately Brookview Road with the exception of the Schodack Central High School, Middle School and Bus Garage which are located approximately 1 mile east at the intersection of Maple Hill and South Schodack Roads. The district was established in 1980 and extended to include the aforementioned Schodack Central School district property in 2018.

The majority of the system is comprised entirely of gravity sewers which discharge into the Village of Castleton collection system. Wastewater from the school buildings is directed to a municipal pump station and pumped first to the Castleridge Sewer District which in turn discharge to the Castleton Sewer district.

Wastewater treatment is performed at the Village's wastewater treatment plant located on the north side of the Village along NYS Route 9J. See Town Sewer Districts Map in Appendix A for properties included in this district.

B. Sewer District No 2 – Castleridge Sewer District

Sewer District No. 2 incorporates the Castleridge subdivision located on the south side of Maple Hill Road and north of the Village of Castleton. The district adjoins Sewer District No 1. The district contains approximately 80 parcels and was established in 1989. See Town Sewer Districts Map in Appendix A for properties included in this district.

C. Sewer District No 4 – Brickyard Sewer District

Sewer District No. 4 includes two parcels just south of the Village of Castleton near the intersection of Brickyard Road. The district was established in 1991. See Town Sewer Districts Map in Appendix A for properties included in this district.

D. Sewer District No 7 – Hamilton Printing Sewer District

Sewer District No. 7 includes a single parcel and is located immediately north of the Village of Castleton wastewater treatment plant. The district was established in 1996. There are no district owned improvements. See Town Sewer Districts Map in Appendix A for properties included in this district.

The resolutions establishing each of the aforementioned districts are included in Appendix D.

III. EXISTING DEBT

All four of the existing sewer districts have no outstanding debt.

IV. OPERATION AND MAINTENANCE

Each of the four sewer districts are budgeted for operation and maintenance (O & M) costs. The most current budgets are as follows:

	<u>2019</u>	<u>2020</u>
Sewer District No 1 –	\$64,230	\$55,770
Sewer District No 2 –	\$32,620	\$28,080
Sewer District No 4 –	\$ 1,600	\$ 840
<u>Sewer District No 7 –</u>	<u>\$ 6,800</u>	<u>\$ 2,520</u>
Total O & M	\$105,250	\$87,210

V. EXISTING RESERVES AND SURPLUS

The existing districts are projected to have the following reserve and surplus funds on 12/31/2019.

Sewer District No 1 –	\$ 58,029.04
Sewer District No 2 –	\$ 36,331.66
Sewer District No 4 –	\$ (2,839.89)
<u>Sewer District No 7 –</u>	<u>\$ 8,392.52</u>
Total	\$ 99,913.33

VI. PROPOSED IMPROVEMENTS

There are no improvements required within any of the sewer districts to implement consolidation.

There are improvements scheduled which include:

- A. Generator Replacement in Sewer District 2.

This improvement replaces the existing generator for the pump station in Sewer District 2. The cost of \$20,595 for the generator is to be paid from the existing reserve account.

- B. Wastewater Treatment Plant Improvements.

The Town of Schodack and the Village of Castleton have entered into an agreement for continued treatment of sanitary waste generated in the Town Sewer Districts. Part of this agreement includes the sharing of capital costs associated with necessary improvements for the ongoing operation of the wastewater treatment plant.

The required improvements are detailed in a report entitled *Village of Castleton-on-Hudson Wastewater Treatment Plant Evaluation and Upgrade Options, Preliminary Engineers Report* dated August 25, 2016 and amended May 9, 2017, prepared by Delaware Engineering, P.C. for the Village of Castleton. The report estimates the cost of the required improvements to be \$5,500,000 and further estimates the Village may receive grant assistance for the project through the NYWIIA Program which will provide 25% of the project cost thereby reducing the municipal share to \$4,125,000.

The municipal share is to be divided between the Town and Village on the basis of equivalent dwelling units (EDUs). There are currently 221 EDUs in Sewer Districts 1, 2, 4, and 7. There are 805 EDUs in the Village. As a result, the Town's portion of the annual debt service of the municipal share is currently 21.54%.

VII. PROPOSED DISTRICT BOUNDARY

The proposed consolidated district boundary is presented on the map included in Appendix B. The corresponding district description is included in Appendix C.

VIII. PRELIMINARY OPINION OF COST

Other than the cost to prepare the Map, Plan and Report and associated legal fees to consolidate the districts there are no capital costs. The funds for the engineering and legal fees are being paid from the districts' fund balances.

The preliminary opinion of cost for the Districts includes:

1. Generator replacement – \$ 20,595
2. Wastewater treatment plant – \$5,500,000

See Appendix F for the detailed preliminary opinion of cost for the wastewater treatment plant prepared by Delaware Engineering, P.C.

IX. METHOD OF OPERATION

The new consolidated sewer district will continue to be operated and maintained by the Town of Schodack Water & Sewer Department. Any wastewater collected will be transported to the Village of Castleton-On-Hudson for treatment and disposal under an agreement between the two municipalities. The Town of Schodack will perform the billing and collection of fees from users within the district.

X. ANNUAL USER COSTS

A. Operation and Maintenance

The Town currently distributes operation and maintenance costs using the Equivalent Dwelling Unit (EDU) basis. The consolidated district will continue to utilize the EDU methodology. There are currently a total of 193 EDUs for operation and maintenance purposes resulting in a cost of \$623 per EDU.

B. Debt Service

The debt service associated with the new consolidated district will be distributed among the parcels contained within the district. As noted above, there is no existing debt service in the proposed district. When the district is obligated to pay debt service, the debt service will be distributed among the properties in the district based on the following formula:

- All parcels pay a \$100 flat fee. There are currently 170 parcels in the district so the amount raised will be \$17,000. This number will change from year to year depending upon any subdivision of property that may take place in the district or if the district is extended in the future.
- For any remaining debt service in addition to that raised by the flat fee the distribution of the debt service shall be based on an assessed value method.

The only projected capital project associated with the district which will result in sharing of debt is the Town's prorated share of the Village of Castleton WWTP. The annual debt service cost is expected to range anywhere between \$40,000 and \$77,000 depending on financing secured per the table below. The table also includes the amounts to be raised by the flat fee, the amount to be raised by assessed value and the estimated tax rate required.

Interest Rate	Hardship 0%	Subsidized 2%	Market 5%
Capital Cost	\$5,500,000	\$5,500,000	\$5,500,000
Debt Service	\$183,330	\$245,575	\$357,783
District Share (21.54%)	\$ 39,489	\$52,897	\$77,066
Flat Fee @ \$100/Parcel	\$ 17,000	\$17,000	\$17,000
Amt. to be Raised by AV	\$ 22,489	\$35,897	\$60,066
Tax Rate/\$1,000 AV	\$0.60	\$0.96	\$1.61

Typical Property Cost

The typical property in the consolidated district is a single family residential home. The table below presents the estimated annual cost to a typical home for the average and median assessed value. A mode is not available for this district as all assessed values for the parcels are different.

	Assessed Value	O & M	Flat Charge	Ad Valorem Charge			Total Range
				0%	2%	5%	
Average	\$185,566	\$623	\$100	\$112	\$179	\$299	\$835 to \$1,022
Median	\$189,200	\$623	\$100	\$114	\$182	\$304	\$837 to \$1,027

It is important to note that the debt associated with the Village's WWTP will not likely be included in the first year of the consolidated district operation.

In addition, the analysis did not include the possibility of grant assistance which may reduce the debt service expense as much as 25% if the Village is successful in obtaining a New York Water Grant for the improvements.

A. Existing Districts Map

TOWN OF SCHODACK

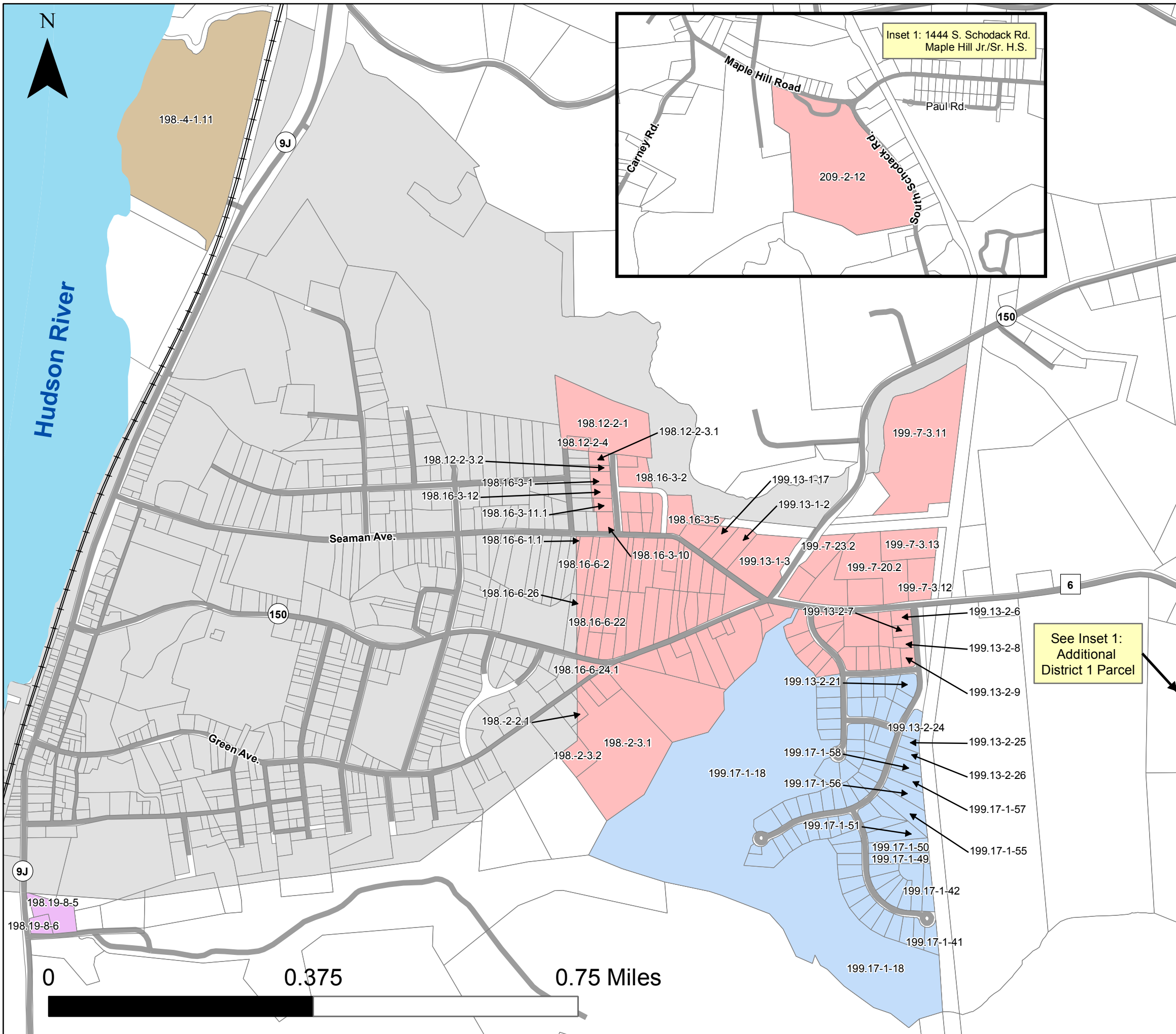
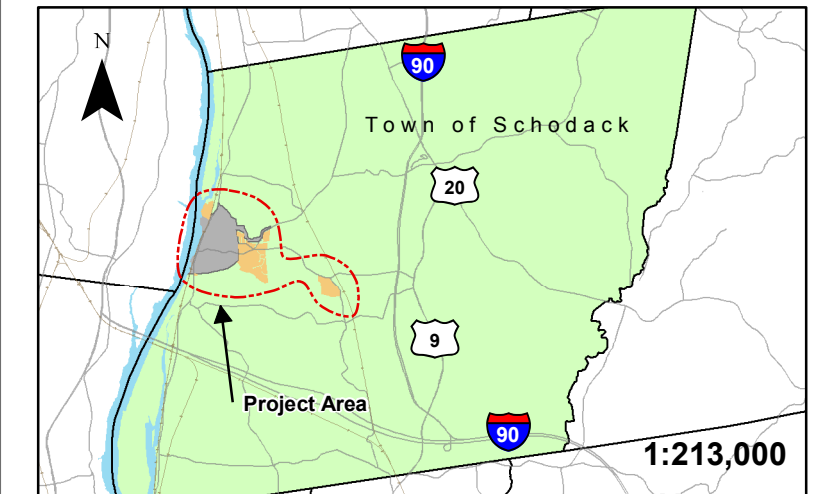
RENSSELAER COUNTY, NEW YORK

Town Sewer Districts

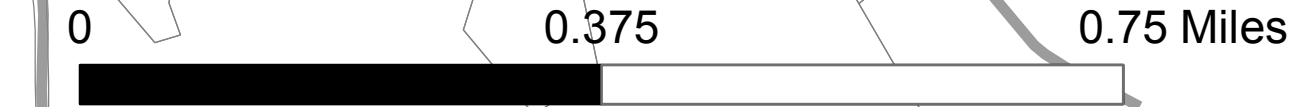
Legend

-  Roads
-  Railroad
-  Sewer Dist. #1: Castleton Sewer Dist.
-  Sewer Dist. #2: Castleridge Sewer Dist.
-  Sewer Dist. #4: Brickyard Sewer Dist.
-  Sewer Dist. #7: Hamilton Printing Sewer Dist.
-  Town Parcels Outside of Sewer District
-  Village of Castelton

Location Map



See Inset 1:
Additional
District 1 Parcel



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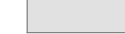
B. Proposed Consolidated District Map

TOWN OF SCHODACK

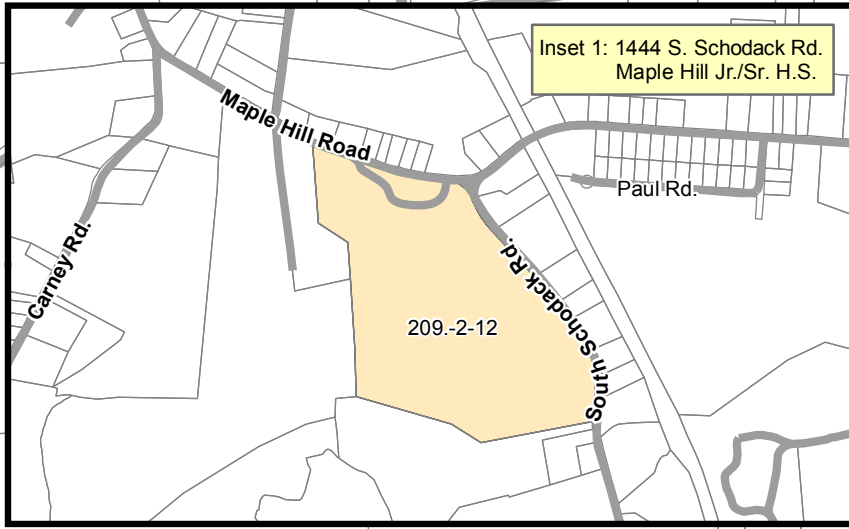
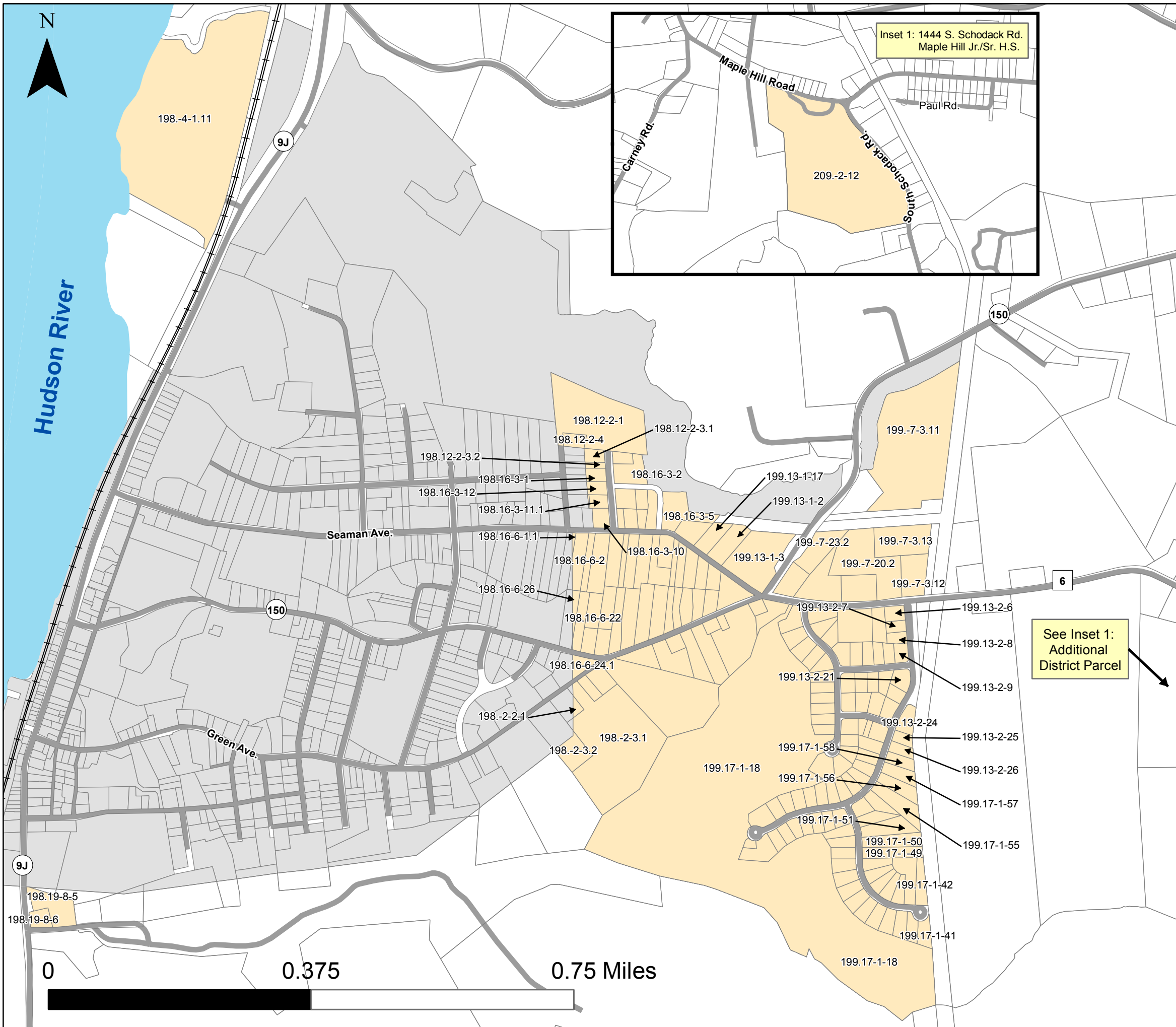
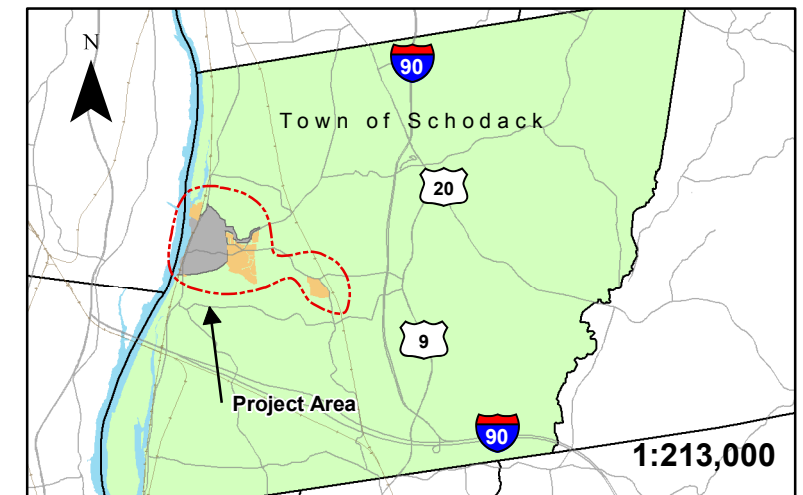
RENSSELAER COUNTY, NEW YORK

Castleton Consolidated Sewer District

Legend

-  Roads
-  Railroad
-  Castleton Consolidated Sewer District
-  Town Parcels Outside of Sewer District
-  Village of Castleton

Location Map



See Inset 1:
Additional
District Parcel



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C. Proposed Consolidated District Description

TOWN OF SCHODACK, COUNTY OF RENSSELAER, STATE OF NEW YORK
SUGGESTED DESCRIPTION
CASTLETON CONSOLIDATED SEWER DISTRICT

ALL those parcels of land situated in the Town of Schodack, County of Rensselaer, State of New York, more particularly described as follows:

AREA 1

Generally east of NYS Route 9J, north of Brickyard Road, south of the boundary between the Village of Castleton; being specifically tax parcels 198.19-8-5; 198.19-8-6.

AREA 2

Generally west of NYS Route 9J, south of the Moordener Kill, east of the Hudson River; being specifically tax parcel 198-4-1.11.

AREA 3

Generally south of Maple Hill Road, west of South Schodack Road; being specifically tax parcel 209-2-12.

AREA 4

Bounded on the west and north by the Village of Castleton; on the east by National Grid (tax parcel 199-7-18); on the south by the southern boundaries of tax parcels 199.17-1-18, 198-2-3.1, and 198-2-3.2; specifically excluding any portion of tax parcels 199-7-18, 199-7-17, 199-7-23.1, and 199-7-25 that is within the boundary described above.

This description was generated on 8/8/2019, based on the tax assessment maps as they existed on August 8, 2019 by Raymond C. Smith Jr, LLS.

D. Establishment Resolutions

Office of the Schodack Town Clerk
265 Schuurman Rd.
Castleton, NY 12033



TELEPHONE (518) 477-7590
FAX (518) 477-2439

DEBRA L. CURTIS
TOWN CLERK

LOIS M. CICCOLELLA, DEPUTY

STATE OF NEW YORK)
COUNTY OF RENSSELAER)SS.:
TOWN OF SCHODACK)

I, the undersigned Town Clerk of the Town of Schodack, do hereby certify as follows:

1. A meeting of the Town Board of the Town of Schodack, State of New York, was duly held on 08/14/1980, and Minutes of said meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the Minutes of meetings of said Board. I have compared the attached Extract with said Minutes so recorded and said Extract is a true copy of said Minutes and of the whole thereof insofar as said Minutes relate to matters referred to in said Extract.

2. Said Minutes correctly state the time when said Meeting was convened and the place where such Meeting was held and the members of said Board who attended said Meeting.

3. Public Notice of the time and place of the said Meeting was duly given to the public and the news media in accordance with the Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, and that the members of said Board had due notice of said Meeting and the Meeting was in all respects duly held and a quorum was present and acted throughout.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of the Town of Schodack this 3rd day of December 2018.





Debra L. Curtis
Schodack Town Clerk

ORDER ESTABLISHING SEWER DISTRICT NO. 1

At a meeting of the Town Board of the Town of Schodack, Rensselaer County, New York, held at the Town Hall in the said Town of Schodack on the 14th day of August, 1980.

Present: G. Jeffrey Haber, Supervisor
Richard W. Kiefer, Councilman
Arthur H. Hartmuller, Councilman
Earl G. Johnson, Councilman
Robert S. Martin, Councilman

In the Matter of the Establishment of
Sewer District No. 1
in the Town of Schodack, County of
Rensselaer, New York

WHEREAS a petition in this matter for the creation of a sewer district was presented to the Town Board, together with the necessary map and plan attached thereto, and

WHEREAS an order was adopted by the Town Board on February 16, 1980 for the hearing of all persons interest in the matter on February 28, 1980 at 7:30 p.m. at the Town Hall, and a hearing by the Board was held at such time and place, and

WHEREAS it was resolved and determined following the hearing that the petition was signed and acknowledged or proved as required by law and otherwise sufficient, and that all the property and property owners within the proposed district were benefited thereby, and that all property and property owners benefited were included within the limits of the proposed district, and

WHEREAS it was decided that it was in the public interest to grant in whole the relief sought, and,

WHEREAS an application having been made in duplicate to the State Department of Audit and Control at Albany, New York, for permission to create such district pursuant to Town Law § 194, and the State Comptroller having made an order in duplicate, dated July 31, 1980, granting permission for the creation of the district, and one copy of the order having been filed in the office of the State Department of Audit and Control at Albany, New York, and the other in the office of the Town Clerk of this Town, and,

WHEREAS the Town Clerk having presented the order to this Board at this meeting, being its first meeting held after the order was filed with him; it is hereby

ORDERED, that a sewer district be established in the Town of Schodack, Rensselaer County, New York, as described in the order of the State Comptroller aforesaid, to be designated as Sewer District No. 1 of the Town of Schodack and to be of the following description and boundaries, to wit:

All that portion of the Town of Schodack lying adjacent to and easterly from that portion of the easterly line of the Incorporated Village of Castleton-on-Hudson, New York which is generally defined by the northerly and southerly extensions of Latham Road and which portion of the Town is described as follows:


Beginning at the angle point in said Village line situate 500 feet southerly from the intersection of Green Avenue and New York State Route #150 (Scott Avenue); thence easterly on

the extension of the course of said Village line running generally parallel to Green Avenue to a point 250 feet southerly of the centerline of New York State Route #150 (Scott Avenue); thence continuing easterly on a line parallel to and 250 feet southerly from the centerline of New York State Route #150 to its intersection with a line parallel to and 500 feet southerly from the centerline of Rensselaer County Route #66; thence continuing easterly on the line parallel to and 500 feet southerly from the centerline of Rensselaer County Route #66 1,000 feet easterly of its intersection with the centerline of Scott Avenue; thence northerly crossing said Rensselaer County Route #66 approximately at right angles 800 feet; thence westerly parallel to the centerline of said Rensselaer County Route #66 and 300 feet distant northerly therefrom to the centerline of said New York State Route #150; thence continuing westerly parallel to and 300 feet northerly of the centerline of Rensselaer County Route #66 (Seaman Avenue Extension) to the boundary line of the Village of Castleton-on-Hudson as established by the Fort Orange addition.

Thence westerly, northerly, westerly and southerly along said Fort Orange addition to the stone monument on the original Village line 175 feet northerly of the north end of Latham Road; thence southerly along the Village line to the point of beginning, and shown on map No. F-135-109 entitled "Wastewater Facilities Index Map, Village of Castleton-on-Hudson" prepared by Charles J. Barrow, Consulting Engineers, last revised February 2, 1980.


Dated: August 14, 1980





G. Jeffrey Haber, Supervisor


Richard W. Kiefer, Councilman


Arthur H. Hartmuller, Councilman


Earl G. Johnson, Councilman


Robert S. Martin, Councilman

Office of the Schodack Town Clerk
265 Schuurman Rd.
Castleton, NY 12033



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DEBRA L. CURTIS
TOWN CLERK

LOIS M. CICCOLELLA, DEPUTY

STATE OF NEW YORK)
COUNTY OF RENSSELAER)SS.:
TOWN OF SCHODACK)

I, the undersigned Town Clerk of the Town of Schodack, do hereby certify as follows:

1. A meeting of the Town Board of the Town of Schodack, State of New York, was duly held on 04/13/1989, and Minutes of said meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the Minutes of meetings of said Board. I have compared the attached Extract with said Minutes so recorded and said Extract is a true copy of said Minutes and of the whole thereof insofar as said Minutes relate to matters referred to in said Extract.

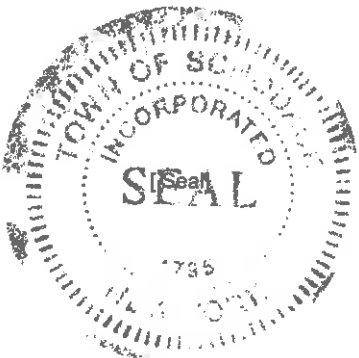
2. Said Minutes correctly state the time when said Meeting was convened and the place where such Meeting was held and the members of said Board who attended said Meeting.

3. Public Notice of the time and place of the said Meeting was duly given to the public and the news media in accordance with the Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, and that the members of said Board had due notice of said Meeting and the Meeting was in all respects duly held and a quorum was present and acted throughout.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of the Town of Schodack this 3rd day of December 2018.

A handwritten signature in cursive script that reads "Debra L. Curtis".

Debra L. Curtis
Schodack Town Clerk



At a Regular Meeting of the Town Board of the Town of Schodack, Rensselaer County, New York, held at 1777 Columbia Turnpike, in said Town on the 13th day of April, 1989 at 6:02 P.M.:

The meeting was called to order by S. Morgan, and upon roll being called, the following were:

	PRESENT	ABSENT
EARL JOHNSON	<u> X </u>	_____
RICHARD KIEFER	<u> X </u>	_____
ELLEN SKELLY	<u> X </u>	_____
LEO KELLOGG	<u> X </u>	_____
BETH KNAUF MORGAN	<u> X </u>	_____

S. Morgan made a motion to adopt the following resolution, seconded by C. Kellogg:

NOW, THEREFORE BE IT KNOWN, THAT THE TOWN BOARD OF THE TOWN OF SCHODACK DOES HEREBY RESOLVE TO:

1989-117) Resolution attached. See pg. 3.

	AYE	NAY	ABSENT
EARL JOHNSON	<u> X </u>	_____	_____
RICHARD KIEFER	<u> X </u>	_____	_____
ELLEN SKELLY	<u> X </u>	_____	_____
LEO KELLOGG	<u> X </u>	_____	_____
BETH KNAUF MORGAN	<u> X </u>	_____	_____

This Resolution, having received a majority vote of the members of the Town Board was declared by the Supervisor to be adopted.

RESOLUTION FOR ESTABLISHMENT OF SEWER DISTRICT NO. 2

AFTER PUBLIC HEARING

WHEREAS, a petition dated March 8, 1989, has been duly presented to the Town Board of the Town of Schodack, with the necessary map and plan attached thereto according to law, requesting that a sewer district, as hereinafter described be established in the Town of Schodack, and

WHEREAS, said Town Board duly adopted on the 27th day of March, 1989, an order reciting in general terms the filing of said petition, the boundaries of the proposed district, the improvements proposed, the maximum amount proposed to be expended for the improvement, and specifying that said Town Board shall meet at the Town Hall, 1777 Columbia Turnpike, Castleton, New York, on the 13th day of April, 1989, at 7:00 o'clock P.M., to consider said petition and hear all persons interested in the subject thereof, concerning the same, and

WHEREAS, certified copies of said order were duly published and posted according to law, and said Town Board did, at the time and place specified in said order, duly meet and consider the matter of the establishment of said sewer district, and heard all persons interested in the subject thereof who appeared at such time and place, concerning the same, and

WHEREAS, the evidence offered at such time and place requires that the Town Board make the determinations hereinafter made;

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Schodack, in the County of Rensselaer, that it be and hereby is determined as follows:

(1) The aforesaid petition is signed and acknowledged as provided by law and is otherwise sufficient.

(2) That all of the property and property owners, within the proposed Sewer District No. 2 are benefited thereby.

(3) That all of the property and property owners benefited are included with the proposed Sewer District No. 2.

(4) It is in the public interest to establish the proposed Sewer District No. 2 as hereinafter described and be it

FURTHER RESOLVED, that the Town Board does hereby approve the establishment of a Sewer District No. 2 as hereinafter described in Exhibit A hereto to be known as Schodack Sewer District No. 2, and be it

FURTHER RESOLVED, that the following improvements in said district be constructed upon the required funds being made available or provided for approximately 4,000 feet of 8" gravity sewer lines, twenty (20) pre-cast concrete manholes, 1,400 feet of force main and one hundred twenty-three (123) 6" laterals, and be it

FURTHER RESOLVED, that the costs of the proposed improvements, including cost of rights of way, construction costs, legal fees and other expenses shall be paid for by Goat Farm Development Corp. (the "Developer"), and be it

FURTHER RESOLVED, that the Town Clerk be and she hereby is authorized and directed to file a certified copy of this resolution, in duplicate, in the office of the State Department of Audit and Control, at Albany, New York, together with an application in duplicate, for permission to so create said Sewer District No. 2 in the manner and form prescribed by Section 194 of the Town Law of New York, within ten days after the adoption of this resolution, and be it

FURTHER RESOLVED, that the Town Supervisor be and she hereby is authorized and directed to execute said application on behalf of the Town of Schodack, New York.

DESCRIPTION OF TOWN OF SCHODACK SEWER DISTRICT NO. 2

TOWN OF SCHODACK COUNTY OF RENSSELAER

STATE OF NEW YORK

NOVEMBER 22, 1988

All that tract, piece and parcel of land situate, lying and being in the Town of Schodack, County of Rensselaer, State of New York, and more particularly bounded and described as follows:

Beginning at a point located on the southerly right-of-way line Maple Hill Road, said point being the said northwesterly most corner of the lands n/f of Van Den Doleweert, (Liber 795, Page 260), said point being the northeasterly most corner of "Castleridge"; Thence run along the westerly line of the said lands n/f of Van Den Doleweert, $S04^{\circ}-52'-09''E$, a distance of 551.36 feet to a point, said point located on the westerly line of the lands of Niagara Mohawk Power Corporation; Thence run the following two courses along the said westerly line of the lands of Niagara Mohawk Power Corporation, (1) $S07^{\circ}-25'-05''W$, a distance of 466.58 feet to a point; (2) Thence run, $S05^{\circ}-01'-55''E$, a distance of 2,050.15 feet to a point, said point located on the northerly line of said lands of Niagara Mohawk Power Corporation; Thence run along the said northerly line of the lands of Niagara Mohawk Power Corporation and along the northerly line of the lands n/f of Heilman, $S81^{\circ}-09'-58''W$, a distance of 133.08 feet to a point; Thence continue along the said northerly line of the lands n/f of Heilman, $S53^{\circ}-09'-48''W$, a distance of 61.59 feet to a point, said point located on the northerly line of the lands n/f of Calasuonno; Thence run the following fourteen courses along the said lands n/f of Calasuonno, (1) $N54^{\circ}-12'-25''W$, a distance of 180.84 feet to a point; (2) Thence run, $N72^{\circ}-22'-25''W$, a distance of 126.72 feet to a point; (3) Thence run, $N55^{\circ}-52'-25''W$, a distance of 274.56 feet to a point; (4) Thence run, $N47^{\circ}-52'-25''W$, a distance of 176.22 feet to a point; (5) Thence run, $N58^{\circ}-37'-25''W$, a distance of 60.72 feet to a point; (6) Thence run, $N27^{\circ}-07'-25''W$, a distance of 96.46 feet to a point; (7) Thence run, $S17^{\circ}-52'-35''W$, a distance of 72.60 feet to a point; (8) Thence run, $N66^{\circ}-17'-25''W$, a distance of 124.74 feet to a point; (9) Thence run, $N27^{\circ}-47'-25''W$, a distance of 226.38 feet to a point; (10) Thence run, $N43^{\circ}-07'-25''W$, a distance of 159.06 feet to a point; (11) Thence run, $N70^{\circ}-22'-25''W$, a distance of 85.80 feet to a point; (12) Thence run, $N70^{\circ}-52'-25''W$, a distance of 249.48 feet to a point; (13) Thence run, $N71^{\circ}-32'-25''W$, a distance of 106.92 feet to a point; (14) Thence run, $N76^{\circ}-07'-25''W$, a distance of 442.20 feet to a point, said

EXHIBIT A

point being a corner on the northerly line of the lands n/f of the Village of Castleton; Thence run along the said northerly line of the lands n/f of the Village of Castleton, $N71^{\circ}-36'-55''W$, a distance of 320.67 feet to a point; Thence continue along the said northerly line of the lands n/f of the Village of Castleton and along the lands n/f of Lende, $N66^{\circ}-30'-45''W$, a distance of 281.82 feet to a point; Thence run along the easterly line of the said lands n/f of Lende, $N29^{\circ}-01'-00''E$, a distance of 280.50 feet to a point, said point being the southerly most corner of the lands n/f of Smith; Thence run the following five courses along the easterly line of the said lands n/f of Smith, (1) $N55^{\circ}-16'-00''E$, a distance of 371.58 feet to a point; (2) Thence run, $N29^{\circ}-16'-00''E$, a distance of 442.86 feet to a point; (3) Thence run, $N75^{\circ}-01'-00''E$, a distance of 278.52 feet to a point; (4) Thence run, $N36^{\circ}-16'-00''E$, a distance of 206.58 feet to a point; (5) Thence run, $N00^{\circ}-44'-00''W$, a distance of 132.00 feet to a point; Thence continue along the said easterly line of the lands n/f of Smith and along the easterly lines of the lands n/f of Kerker and the lands n/f of Secor, $N45^{\circ}-16'-00''E$, a distance of 272.81 feet to a point, said point located on the reputed southerly line of the Town of Schodack Sewer District No. 1; Thence run the following three courses along the said reputed southerly line of the Town of Schodack Sewer District No. 1, said three courses are through the lands of "Castleridge", said three courses are located approximately 500 feet southerly from the centerline of said Maple Hill Road, (1) $S80^{\circ}-20'-23''E$, a distance of 475.05 feet to a point; (2) Thence run, $S87^{\circ}-43'-53''E$, a distance of 336.50 feet to a point; (3) Thence run, $N85^{\circ}-23'-23''E$, a distance of 338.49 feet to a point; Thence continue through the said lands of "Castleridge", $N04^{\circ}-36'-37''W$, a distance of 475.00 feet to a point, said point located on the said southerly right-of-way line of Maple Hill Road; Thence run, $N04^{\circ}-36'-37''W$, a distance of 50.00 feet through the said right-of-way of Maple Hill Road to a point, said point situated on the northerly right-of-way line of said Maple Hill Road; Thence run along the said northerly right-of-way line of Maple Hill Road, $N85^{\circ}-23'-23''E$, a distance of 147.07 feet to a point; Thence run, $S04^{\circ}-52'-09''E$, a distance of 50.00 feet through the said right-of-way of Maple Hill Road to a point, said point located on the said southerly right-of-way line of Maple Hill Road, said point being the said northwesterly most corner of the lands n/f of Van Den Doleweert, (Liber 795, Page 260), said point being the said northeasterly most corner of "Castleridge", said point being the said point-of-beginning for the herein described Town of Schodack Sewer District No. 2.

Said Town of Schodack Sewer District No. 2 contains 95.47 acres, more or less.

Office of the Schodack Town Clerk
265 Schuurman Rd.
Castleton, NY 12033



TELEPHONE (518) 477-7590
FAX (518) 477-2439

DEBRA L. CURTIS
TOWN CLERK

LOIS M. CICCOLELLA, DEPUTY

STATE OF NEW YORK)
COUNTY OF RENSSELAER)SS.:
TOWN OF SCHODACK)

I, the undersigned Town Clerk of the Town of Schodack, do hereby certify as follows:

1. A meeting of the Town Board of the Town of Schodack, State of New York, was duly held on 05/23/1991, and Minutes of said meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the Minutes of meetings of said Board. I have compared the attached Extract with said Minutes so recorded and said Extract is a true copy of said Minutes and of the whole thereof insofar as said Minutes relate to matters referred to in said Extract.

2. Said Minutes correctly state the time when said Meeting was convened and the place where such Meeting was held and the members of said Board who attended said Meeting.

3. Public Notice of the time and place of the said Meeting was duly given to the public and the news media in accordance with the Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, and that the members of said Board had due notice of said Meeting and the Meeting was in all respects duly held and a quorum was present and acted throughout.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of the Town of Schodack this 1st day of December 2018.

Debra L. Curtis
Schodack Town Clerk



At a Regular Meeting of the Town Board of the Town of Schodack, Rensselaer County, New York, held at 1777 Columbia Turnpike, in said Town on the 23rd day of May, 1991 at 7:04 P.M.:

The meeting was called to order by S. Nelson, and upon roll being called, the following were:

	PRESENT	ABSENT
RICHARD KIEFER	<u> X </u>	<u> </u>
ELLEN SKELLY	<u> X </u>	<u> </u>
LEO KELLOGG	<u> X </u>	<u> </u>
PETER BROWN	<u> </u>	<u> X </u>
JOHN A. NELSON	<u> X </u>	<u> </u>

C. Kellogg made a motion to adopt the following resolution, seconded by C. Kiefer:

NOW, THEREFORE BE IT KNOWN, THAT THE TOWN BOARD OF THE TOWN OF SCHODACK DOES HEREBY RESOLVE TO:

1991-109) WHEREAS, a petition for the creation of a sewer district in the Town of Schodack, County of Rensselaer, New York, was presented to this Town Board with the necessary map and plan attached to it; and

WHEREAS, the map and plan were filed in the office of the Town Clerk; and

WHEREAS, on March 14, 1991 the Town Board adopted and order which recited the filing of the petition, the proposed improvements, the boundaries and a description of the district, and the estimated costs of these proposals; and

WHEREAS, the order set April 11, 1991, at 7 p.m., at the Schodack Town Hall, as the time and place for a public hearing before all interested persons on the petition; and

WHEREAS, the order was posted and published as required by law; and

WHEREAS, the hearing on the petition was held on April 11, 1991 and all interested parties were heard.

NOW, IT IS HEREBY RESOLVED, that (a) the petition is signed and acknowledged or proved as required by law, it complies with the requirements of Town Law 191 as to sufficiency of signers and is otherwise sufficient; (b) all the property and property owners within the proposed district are benefitted by the proposal; (c) all the property and property owners benefitted are included within the limits of the proposed district; and (d) it is in the public interest to granted the relief sought in the petition, and it is further

RESOLVED, that the establishment of a sewer district as proposed in the petition be approved; that the improvements be constructed when the required funds become available; and the district shall be called Sewer District No. 4, and shall be bounded and described as follows:

All that piece or parcel of land situate in the Town of Schodack, County of Rensselaer, and State of New York, more particularly described as follows:

BEGINNING, at an iron pin two (2) feet south of the southwest corner of Kimbelblot's Garage, said pin being in line with the west wall of said garage; thence north fifty-eight (58) degrees three (03) minutes west one hundred forty-six and fifty-eight hundredths (146.58) feet to the easterly line of the State Highway; thence south thirty-one (31) degrees fifty-seven (57) minutes west forty-five (45.0) feet; thence south fifty (50) degrees fifty-three (53) minutes east and running along the north line of the thirteen hundredth (0.13) acre parcel of land as shown on a map on file in the office of the New York State department of Public Works and known as Release Map Highway 1116-2-R2 for a distance of forty (40) feet; thence south one (01) degree fifty-seven (57) minutes west and running along the east line of said thirteen hundredth (0.13) acre parcel of land for a distance of one hundred thirty-two (132.0) feet; thence north eighty-eight (88) degrees sixteen (16) minutes twenty (20) seconds west and running along the north line of the lands of Fowler one hundred fourteen and eighty hundredths (114.80) feet; thence south one (01) degree thirteen (13) minutes forty (40) seconds west one hundred fifty-two (152) feet to a point twenty (20) minutes westerly from the southwest corner of Barn; thence north seventy-five (75) degrees, sixteen (16) minutes twenty (20) seconds west one hundred eighty-four (184) feet along the south line of G. and M. Fowler lot to a cross cut in concrete highway said line passing five (5) feet north of northeast stone abutment of bridge; thence south twenty-two (22) degrees east fifty-two and six tenths (52.6) feet to and iron pin one and nine tenths (1.9) feet easterly of Elm tree, thence south seventy-eight (78) degrees forty-six (46) minutes east three hundred thirty-eight and four hundredths (338.04) feet to an iron pipe in creek; thence north eight (8) degrees ten (10) minutes east two hundred thirty-one and one tenth (231.1) feet to the land of Sacred Heart Church; thence north sixty-eight (68) degrees fifty-seven (57) minutes west one hundred fifty and twenty-three hundredths (150.23) feet to an iron pin, said pin referred to in a series of deeds as a starting point, being thirty-three (33) feet from the northwest corner of E.P. Stimpson's Tenant House, (References taken 1870); thence north twenty-eight (28) degrees forty-two (42) minutes east twenty-three and ninety-eight hundredths (23.98) feet; thence north fifty-eight (58) degrees three (3) minutes west seventy-four and fifty-two hundredths (74.52) feet to a point of beginning, containing one and seventy-five hundredths (1.75) acres of land, be the same more or less.

Together with all that piece of parcel of land situate in the Town of Schodack, County of Rensselaer, State of New York and more particularly described as follows:

BEGINNING, at a point twenty (20) feet westerly from the southwest corner of land now or formerly of George Anderson and in a line on the north side of right of way to said New York State Highway 9-J, and running; thence North one degree thirty minutes (1 30') West one hundred fifty-two (152) feet to a point twenty (20) feet westerly of a stake on a line parallel with the south wall of dwelling of Fannie McKnight (formerly); thence South eighty-nine degrees (89) West along said

parallel line which is twenty-three (23) feet distant from wall of said dwelling, one hundred sixty-seven (167) feet to the center of said highway 9-J; thence South six degrees (6) West one hundred sixteen and one-half (116 1/2) feet along the center of said highway; thence South seventy-eight (78) degrees East one hundred eighty-four (184) feet through a line five (5) feet north of the easterly abutment of a bridge, to the place beginning, containing twenty-three thousand four hundred fifty (23,450) square feet of land, be the same more or less.

IT IS FURTHER RESOLVED, that the proposed improvements shall be financed as follows: The improvements proposed by the petition consist of the installation of individual sewer lines connecting two existing homes to the Village of Castleton sewer system, in accordance with the map and plan annexed to the petition and filed with the Town Clerk of the Town of Schodack. The maximum amount proposed to be expended for the improvements as stated in the petition is One Dollar (\$1.00). The costs of the improvements indicated in the petition shall be borne directly by the two property owners within such district.

IT IS FURTHER ORDERED, that the maximum amount proposed to be expended for the improvements as stated in this petition is One-Dollar (\$1.00). The premises within the proposed district are currently served by an existing sewer line that conveys sewage from the property to the Village of Castleton-on-Hudson wastewater treatment facility.

IT IS FURTHER RESOLVED, that the Town Clerk of the Town of Schodack shall file copies of the resolution in accordance with applicable provisions of law.

	AYE	NAY	ABSENT
RICHARD KIEFER	<u>X</u>	_____	_____
ELLEN SKELLY	<u>X</u>	_____	_____
LEO KELLOGG	<u>X</u>	_____	_____
PETER BROWN	_____	_____	<u>X</u>
JOHN A. NELSON	<u>X</u>	_____	_____

This Resolution, having received a majority vote of the members of the Town Board was declared by the Supervisor to be adopted.

Office of the Schodack Town Clerk
265 Schuurman Rd.
Castleton, NY 12033



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DEBRA L. CURTIS
TOWN CLERK

LOIS M. CICCOLELLA, DEPUTY

STATE OF NEW YORK)
COUNTY OF RENSSELAER)SS.:
TOWN OF SCHODACK)

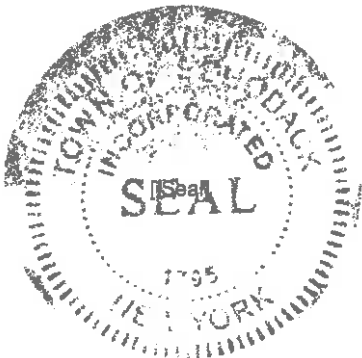
I, the undersigned Town Clerk of the Town of Schodack, do hereby certify as follows:

1. A meeting of the Town Board of the Town of Schodack, State of New York, was duly held on 11/14/1996, and Minutes of said meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the Minutes of meetings of said Board. I have compared the attached Extract with said Minutes so recorded and said Extract is a true copy of said Minutes and of the whole thereof insofar as said Minutes relate to matters referred to in said Extract.

2. Said Minutes correctly state the time when said Meeting was convened and the place where such Meeting was held and the members of said Board who attended said Meeting.

3. Public Notice of the time and place of the said Meeting was duly given to the public and the news media in accordance with the Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, and that the members of said Board had due notice of said Meeting and the Meeting was in all respects duly held and a quorum was present and acted throughout.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of the Town of Schodack this 1st day of December 2018.



Debra L. Curtis

Debra L. Curtis
Schodack Town Clerk

At a Regular Meeting of the Town Board of the Town of Schodack, Rensselaer County, New York, held at 1777 Columbia Turnpike, in said Town on the 14th day of November, 1996 at 7:05 P.M.:

The meeting was called to order by S. Glavin, and upon roll being called, the following were:

	PRESENT	ABSENT
ELLEN SKELLY	<u> X </u>	_____
PETER BROWN	<u> X </u>	_____
JAMES R. TACY	<u> X </u>	_____
ARTHUR SGROI	<u> X </u>	_____
MICHAEL P. GLAVIN	<u> X </u>	_____

C. Brown made a motion to adopt the following resolutions, seconded by C. Tacy:

NOW, THEREFORE BE IT KNOWN, THAT THE TOWN BOARD OF THE TOWN OF SCHODACK DOES HEREBY RESOLVE TO:

1996-272) WHEREAS, a petition for the establishment of a sewer district in the Town of Schodack, County of Rensselaer, New York, was presented to this Town Board with the necessary map and plan attached to it; and

WHEREAS, the petition, map and plan were filed in the office of the Town Clerk; and

WHEREAS, on October 17, 1996, the Town Board adopted an order that recited the filing of the petition, the proposed improvements, the boundaries and description of the district and the estimated costs of these proposals; and

WHEREAS, the order that set November 14, 1996, at 8:00 p.m. at the Schodack Town Hall, as the time and place for a public hearing before all interested persons on the petition; and

WHEREAS, the order was posted and published as required by law; and

WHEREAS, the hearing on the petition was held on November 14, 1996, and all interested parties were heard; and

WHEREAS, an Environmental Assessment Form was prepared pursuant to the State Environmental Quality Review Act ("SEQRA").

NOW, THEREFORE, IT IS HEREBY ORDERED, that (a) the petition is signed and acknowledged or proved as required by law, it complies with the requirements of Town Law §191 as to sufficiency of signers and is otherwise sufficient; (b) all the property and property owners within the proposed extension are benefitted by the proposal; (c) all the property and property owners benefitted are included within the limits of the proposed extension; (d) the cost of the proposed improvements is to be assessed against the benefitted area and all real property to be so assessed will be benefitted by the proposed improvements and not benefitted property has been excluded; and (e) it is in the public interest to grant the relief sought in the petition and will not constitute an undue burden on the property that will bear the cost thereof.

IT IS FURTHER RESOLVED, that the Town Board hereby designates itself as lead agency under SEQRA, determines that the proposed action will not have any adverse environmental impacts and directs that a negative declaration be issued and filed; and

IT IS FURTHER RESOLVED, that the establishment of the sewer district as proposed in the petition shall be known as Sewer District No. 7 and that the petition be approved and that the district shall be bounded and described as follows:

Parcel 1

Beginning at a point at the northeast corner of Parcel No. 1 of lands formerly under waters of the Hudson River granted by the People of the State of New York to Ingalls & Co., Inc., by Letters Patent dated November 9, 1927 and recorded in the Rensselaer County Clerk's Office December 7, 1927 in Book 451 of Deeds at page 128, said point being N 83° 54' 20" W 134.66 feet from center line monument No. 713 of the New York Central Railroad; thence along other lands of Anti-Corrosive Metal Products Co., Inc.; S 12° 50' 55" W 170.03 feet to a point, S 09° 34' 40" W 230.43 feet to a point, and S 12° 50' 05" W 247.45 feet to an iron pin in the west line of the Con-Rail right-of-way (formerly New York Central Railroad), said pin being 80± feet west of the center line of said railroad right-of-way, thence along the west side of said right-of-way a chord distance of S 20° 19' 45" W 169.96 feet to a point; thence along other

lands of Anti-Corrosive Metal Products Co., Inc., being conveyed simultaneously to

Village of Castleton-on-Hudson: N 06° 16' 20" E 37.70 feet to a point, and north 64° 22' 00" west 798.91 feet to a pin at the east side of the Hudson River; then along Line N 06° 19' 20" E 155.58 feet to a point; thence along other lands of Anti-Corrosive Metal Products Co., Inc.: S 46° 45' 48" E 82.81 feet, N 27° 27' 55" E 246.98 feet, N 17° 28' 45" E 172.24 feet, S 83° 54' 21" E 75.0 feet, N 05° 31' 47" E 187.11 feet, N 14° 36' 35" E 305.94 feet, N 28° 30' 04" E 187.88 feet, S 82° 28' 45" E 75.89 feet, S 46° 37' 15" E 177.22 feet, S 14° 39' 20" E 158.01 feet, S 13° 23' 55" E 208.81 feet, S 02° 09' 55" W 210.02 feet, S 83° 54' 20" E 120.0 feet to the point of beginning, containing approximately 16.54 acres.

Parcel 2

All that certain plot, piece or parcel of land situate, lying and being in the Town of Schodack, Rensselaer County, New York described as follows:

Beginning at the North-West corner of other lands of Anti-Corrosive Metal Products Co., Inc. on the U.S. Pier and Bulkhead Line on the East side of the Hudson River, thence along other lands of Anti-Corrosive Metal Products Co., Inc.: S 46° 45' 48" E 82.81 feet to a point; N 27° 27' 55" E 246.98 feet to a point, N 17° 28' 45" E 172.24 feet to a point, S 83° 54' 21" E 75.0 feet to a point, N 05° 31' 47" E 187.11 feet to a point, N 14° 36' 35" E 305.94 feet to a point, N 28° 30' 04" E 187.88 feet to a point, S 82° 28' 45" E 75.89 feet to a point, S 46° 37' 15" E 177.22 feet to a point, S 14° 39' 20" E 158.01 feet to a point, S 13° 23' 55" E 208.81 feet to a point, S 02° 09' 55" W 210.02 feet to a point, S 83° 54' 20" E 120.0 feet to a point, at the northeast corner of Parcel No. 1 of lands formerly under waters of the Hudson River granted by the People of the State of New York to Ingalls & Co., Inc. by Letters Patent dated November 9, 1927 and recorded in the Rensselaer County Clerk's Office December 7, 1927 in Book 451 of Deeds at page 128, said point being N 83° 54' 20" W 134.66 feet from center line monument No. 713 of the New York Products Co., Inc.; S 12° 50' 55" W 170.03 feet to a point, S 09° 34' 40" W 230.43 feet to a point, S 12° 50' 05" W 247.45 feet to a pin, then proceed along the West side of the Con-Rail R.O.W., 80± from the centerline of right of way: Chord N 16° 57' 01" E 496.29 feet (curve to left radius 5650 feet) to a point, N 12° 30' 20" E 1117.65 feet to a point, S 85° 43' 00" W 280.10 feet to a point, S 53° 55' 00" W 125.0 feet to a point, S 65° 44' 00" W 167.33 feet to a point, N 86° 23' 00" W 200.0 feet to a point, N 77° 54' 00" W 210.0 feet to a pin at the east side of the Hudson River, thence along the U.S. Pier and Bulkhead Line S 06° 19' 20" W 1063.2 feet to a pin at the point of beginning, containing approximately 13.28± acres.

Excepting therefrom all that parcel of land situate in the Town of Schodack, County of Rensselaer and State of New York bounded and described as follows:

Beginning at an iron rod in the westerly line of the plant entrance roadway leading from Route 9J westerly and northerly to the buildings on lands of the Town of Schodack Industrial Development Agency, said iron rod also marking the northeast corner of lands of the Village of Castleton-on-Hudson; running thence from said point of beginning along the northerly line of lands of said Village (1) N 64°-22'-00" W, 799.3± feet; and (2) N 64°-22'-00" W 20.85 feet to the easterly Hudson River Pierhead and Bulkhead Line, U.S. Army Corps of Engineers, and thence along same N 6°-48'-36"E, 105.65 feet; thence along a new division line through lands of the Town of Schodack Industrial Development Agency, (1) S 64°-22'-00"E, 730.0 feet, (2) S 47°-58'-16" E, 103.60 feet, and (3) S 6°-16'-00" W, 75.0 feet to the point of beginning, containing 1.852 acres, more or less.

IT IS FURTHER ORDERED, that the maximum amount proposed to be expended for the improvements as stated in this petition is One-Dollar (\$1.00). The premises within the proposed district are currently served by an existing sewer line that conveys sewage from the property to the Village of Castleton-on-Hudson wastewater treatment facility.

IT IS FURTHER RESOLVED, that the Town Clerk of the Town of Schodack shall file copies of the resolution in accordance with applicable provisions of law.

	AYE	NAY	ABSTAIN
ELLEN SKELLY	<u>X</u>	_____	_____
PETER BROWN	<u>X</u>	_____	_____
JAMES R. TACY	<u>X</u>	_____	_____
ARTHUR SGROI	<u>X</u>	_____	_____
MICHAEL P. GLAVIN	<u>X</u>	_____	_____

This Resolution, having received a majority vote of the members of the Town Board was declared by the Supervisor to be adopted.

E. 2019 Intermunicipal Agreement for Sewer Service

2019 INTERMUNICIPAL AGREEMENT FOR SEWER SERVICE

THIS AGREEMENT made as of the 21st day of March, 2019 (“Effective Date”), by and between the Town of Schodack (the “Town”), a municipal corporation located within the County of Rensselaer and State of New York, with offices at Town Hall, 265 Schuurman Road, Castleton, New York 12033, acting for and on behalf of itself and certain sewer districts that have been or may be created (the “Districts”) and the Village of Castleton-on-Hudson (the “Village”), a municipal corporation located within the County of Rensselaer and State of New York, with offices at Village Hall, 85 South Main Street, Castleton-on-Hudson, New York 12033.

WITNESSETH:

WHEREAS, the Village currently operates a wastewater treatment Facility which includes all Village-owned sanitary sewer collection infrastructure including pipes, pump stations and appurtenances together with all Village-owned sanitary sewer treatment infrastructure including but not limited to structures, equipment and appurtenances as well as all real property and any easements, deeded rights or rights of way associated with the Village’s collection, conveyance and treatment infrastructure (the “Facility”) for the treatment of sewage generated within the Village and within certain areas of the Town; and

WHEREAS, the Town Board of the Town (the “Town Board”) and Village Board of Trustees (the “Village Board”) are desirous of expanding sewage service to certain additional areas of the Town; and

WHEREAS, the Town Board and the Village Board have determined that it would be in the best interests of their respective municipalities and of the environment to anticipate the construction, maintenance and operation of any future improvements to the existing Facility; and

WHEREAS, the Town Board and Village Board desire to provide for the construction, maintenance and operation of any future improvements to the Facility (the “Improvements”) and for the mode and manner of the administration of the Facility and the Improvements; and

WHEREAS, the Town and the Village are parties to a certain Agreement, dated as of April 13, 1993, addressing, among other things, the service of certain areas of the Town by the Facility constructed by the Village; and

WHEREAS, the Town and the Village are parties to a certain Joint Sewer Agreement, dated as of February 1, 1995, addressing, among other things, the expansion and management of the Facility; and

WHEREAS, the Town and the Village are parties to a certain Joint Sewer Agreement, dated as of November 30, 2004, addressing, among other things, the expansion and management of the Facility as well as future additions/expansions/improvements to the Facility; and

WHEREAS, pursuant to the prior agreements, the Village has provided sewer service, and will continue to provide sewer service, to Town Sewer Districts 1, 2, 4 and 7 and for such other additional districts as may be created subsequent to the execution of this Intermunicipal Agreement for Sewer Service;

WHEREAS, regulatory authorities as well as the Village's engineer have recommended that Improvements be made to the Facility, as set forth in the Village of Castleton-on-Hudson, Wastewater Treatment Plant Evaluation and Upgrade Options, Preliminary Engineer's Report, dated August 25, 2016, prepared by Delaware Engineering, D.P.C., in order to sufficiently address operational challenges presented by certain unit processes of the Facility and due to the age of the Facility relative to its expected service life; and

WHEREAS, both the Town Board and the Village Board are desirous of entering into a new agreement governing sewage treatment service and the construction of Improvements to the Facility that will be mutually beneficial to both municipalities and in the general public interest; and

WHEREAS, both the Town and the Village, both in Rensselaer County, State of New York, have the power and authority to contract with the other to accomplish the aforesaid purposes; and

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements herein contained, and pursuant to Article 5-G of the General Municipal Law, it is hereby agreed by and between the Town and the Village as follows:

SECTION I. FUTURE IMPROVEMENTS OF THE FACILITY AND INCREASE IN NUMBER OF TOWN USERS

1. The foregoing recitals are incorporated herein with full force and effect.
2. The Village agrees to provide sewer service to all users in Town Sewer Districts 1, 2, 4, and 7 and for all such other users in additional Town Sewer Districts created by the Town subsequent to the execution of this Agreement utilizing the Village's waste water pollution control plant. In no event shall the Village be obligated to provide service in excess of the permitted capacity of the Facility. Additionally, the Village does not guarantee the delivery of sewer service in the event of an emergency beyond the control of the Village and accepts no liability for any consequences arising out of the failure to provide sewer service in the event of an emergency. The Village does not bind itself to do any more than provide sewer service to the Town as is available after taking into consideration the needs of the citizens of the Village, and the Town acknowledges and agrees that the Village shall not be responsible for any damages whatsoever that may arise out of any interruption, in whole or in part, of sewer service arising from such interruption.
3. Both parties agree to pay the costs and expenses for the future construction of Improvements to the Facility ("Capital Charges") designed to meet the needs of both municipalities and for the costs and expenses associated with the

continued operation and maintenance (“Operation and Maintenance Expenses”) thereof, under the terms and conditions set forth herein in proportion to the respective number of equivalent dwelling units served by the Facility.

4. It is recognized that the Village’s obligation to furnish sewer service to the Town is conditioned upon the Village’s ability to first furnish sewer service to current and future Village users. The Village hereby agrees to furnish sewer service to all users in Town Sewer Districts 1, 2, 4, and 7 and for all such other users in additional Town Sewer Districts created by the Town subsequent to the execution of this Agreement in accordance with the Town of Schodack Sewer District Property Class Codes Equivalent Dwelling Unit (“EDU”) Guidelines and the Village of Castleton Sewer Property Class Codes EDU Guidelines, both of which are attached hereto as Exhibit “A,” and/or any future EDU Guidelines mutually agreed to upon by the parties. For the purposes of schools (both day and board/residency) identified on the EDU Guidelines, the number of students and staff shall be certified by the Town no later than September 30 of each school year.
5. Should the Village need to expand or improve the Facility solely to accommodate a request by the Town to add additional users to the Town Sewer Districts created by the Town subsequent the execution of this Agreement, the Town shall make payments to the Village to offset the costs incurred by the Village to expand or improve its Facility for such purpose. Should the Town, upon being advised of these additional costs in writing by the Village, provide notice in writing to the Village that it does not desire to pay said amount, the Village shall not be obligated to provide said additional planned expansion, improvement or service to the additional users of the

Town.

6. Additionally, should the Village, following the construction of the Improvements to the Facility noted in the Village of Castleton-on-Hudson, Wastewater Treatment Plan Evaluation and Upgrade Options, Preliminary Engineer's Report, dated August 25, 2016, prepared by Delaware Engineering, D.P.C., need in the future to make additional necessary upgrades or otherwise modify its Facility to provide sewer service, the Town shall, subject to the right of termination set forth below, make payment to the Village on a proportional basis to offset the costs incurred by the Village. The Town shall be given twelve (12) months advance written notice of the Town's portion of said costs and documentation justifying said charge. Should the Town elect not to participate, in its sole discretion, in the payment of said additional costs, the Town may cancel this contract within six (6) months of the date of receiving written notice, setting forth the effective date of termination within said twelve (12) month time period.
7. In the event of termination pursuant to the foregoing Section I, Paragraph 6, neither party shall have any further liability to the other after the effective date of such termination; provided, however, that such termination shall not relieve either party of any obligation or deprive either party of any right incurred or arising hereunder prior to the effective date of such termination, including, but not limited to, the Village's right to receive payment from the Town for sewer service provided but not yet paid for prior to the effective date of the termination as well as the Village's right to receive payment from the Town for the Town's proportional share of the costs and expenses associated with any Improvements set forth herein. The parties acknowledge that the Village shall have no obligation to provide sewer service to the Town after the

effective date of said termination. If the Town does not provide notice of intent to terminate the Agreement within the aforementioned 12-month time period, as set forth in Section I, Paragraph 6 hereof, the Town will have deemed to have accepted such charge.

8. Both parties recognize the existing hydraulic capacity of the Facility can be increased by reducing the influx of stormwater into the system. Both parties agree to undertake reasonable and cooperative efforts to reduce such stormwater influx within their respective jurisdictions by using acceptable engineering principles.
9. In order to sufficiently address operational challenges presented by certain unit processes of the Facility and due to the age of the Facility relative to its expected service life, the Parties hereby agree that the improvements, which are identified as Alternative 3 in Section 12.0 of the Recommendations of the Preliminary Engineering Report entitled "Village of Castleton-on-Hudson, Wastewater Treatment Plan Evaluation and Upgrade Options, Preliminary Engineer's Report, dated August 25, 2016," a copy of which is attached hereto as Exhibit "B," and further identified in the May 9, 2017 Amendment to the aforesaid Preliminary Engineering Report, which is attached hereto as Exhibit "C," shall occur.
10. The Town and Village agree to work cooperatively in applying for any available grants or other funding sources which may defray the cost associated with the aforesaid Improvements to the Facility. If a grant is awarded with respect to the construction of the improvements then that grant shall reduce the dollar amount of the principal sum owed on any bond on a dollar for dollar basis.
11. The Improvements will be located on the premises currently occupied by the

Facility. The service area of the Facility and the Improvements shall be the existing service area of the Facility, together with those additional areas within the Town that are agreed to by both the Town Board and the Village Board.

12. It is agreed that, during the term of this Agreement, the Village shall continue to own the Facility and the lot upon which the Facility is situated, and that the Village will own the Improvements and appurtenances which are hereby being agreed to be constructed.
13. The Village shall continue to operate and maintain the Facility, including any Improvements to the Facility constructed during the term of this Agreement.
14. It is agreed by and between the parties that subject to the terms and conditions of this Agreement, the Village shall construct the Improvements set forth in the Preliminary Engineering Report prepared by Delaware Engineering, D.P.C., dated August 25, 2016. The design and construction thereof shall be compatible with the existing Facility and Village and Town sewer system, shall meet the requirements of the State, Federal and Local laws, rules and regulations pertaining thereto, and shall be of quality construction and workmanship.
15. The construction of the Improvements to the Facility shall be done in accordance with plans and specifications which will be prepared by the Village's consulting engineers. The Village shall prepare plans and specifications for the aforesaid Improvements to the Facility and shall submit said plans and specifications to the Town's consulting engineers for review, if necessary, and comment who shall do so at its own expense.
16. The cost and expense of the Improvements to the Facility, including, without limitation, the construction, work thereon, planning, legal and engineering

costs shall be borne by each municipality in proportion to the respective number of equivalent dwelling units served by the Facility and any Improvements to the Facility. Additionally, as mentioned above in Section I, Paragraph 7 of this Agreement, should the Town elect to stop receiving sewer service from the Village in the future, the Town shall still be obligated to continue paying its proportion of the costs and expenses associated with the Improvements to the Facility until such time as the Town's proportion of said costs and expenses have been paid in full to the Village.

17. The construction work on the Improvements to the Facility will be overseen by a professional engineer, licensed to practice in the State of New York, to be hired by the Village, to ensure conformance with the plans and specifications and to prevent damage to the Village's existing Facility and ongoing sewage treatment process. The Town, at its own expense, may observe the work in progress as it deems appropriate and necessary.
18. Both parties agree that Capital Charges collected shall be used to reduce or satisfy existing indebtedness.

SECTION II. REPAIR AND MAINTENANCE

19. All maintenance, repair and replacements associated with sewage collection infrastructure, including efforts to reduce or manage infiltration and inflow (I&I), owned and operated by the Town shall be conducted and funded by the Town. All maintenance, repair and replacement associated with sewage collection infrastructure, including efforts to reduce or manage infiltration and inflow (I&I), owned and operated by the Village shall be conducted and funded by the Village. To the extent that either the Village or the Town intends to conduct maintenance, repair and/or replacement of sewage

collection infrastructure for which cost sharing between the Village and Town (the "Parties" or individually "Party") is desired, it is the obligation of the Party wishing to conduct the work to provide the other Party with a detailed engineering report that justifies the work and costs as well as the reason cost sharing should be conducted for review at least six (6) months prior to the intended start of construction of the subject work. The reviewing Party shall have thirty (30) days from receipt of the engineering report to review and consent to, request modification, or deny the proposed cost sharing. Without written consent for cost sharing between the Parties, neither Party shall have an expectation of payment from the other Party for maintenance, repair and replacements associated with sewage collection infrastructure, including efforts to reduce or manage I&I.

20. In the event of an emergency situation, the parties agree that the party responsible for the infrastructure subject to the emergency has the authority to act immediately to address the emergency and secure the integrity of the sewer system. As soon as practical after an emergency situation has been identified, the responsible party shall notify the other party verbally and/or by electronic message. If the responsible party believes that the other party should share in the costs of emergency action and/or long term remediation of the situation, the responsible party shall provide a written statement of the emergency situation, likely or known cause, description of immediate actions taken as well as any planned remediation and costs thereof with details/backup documentation, and a proposal for cost sharing to the other

party within thirty (30) days of the emergency who shall have thirty (30) days to review the request and respond in writing with assent or disagreement with the proposed cost sharing. If the parties do not agree, the process outlined in Section V of this Agreement shall govern.

SECTION III. OPERATION AND MAINTENANCE COSTS & CAPITAL CHARGES

OPERATION AND MAINTENANCE

21. Sewer Operation and Maintenance (“O&M”) costs include those costs incurred to provide for the daily operation of the Facility and any improvements thereto. Those O&M costs include, but are not limited to, the following: operator payroll and benefits, equipment repair and maintenance and contractual costs to third parties. The Village will be solely responsible for sewer costs incurred that do not benefit Town users. The Village shall maintain records that explain the specific allocated O&M costs which the Village incurs, and provide the Town with transaction details for all items for each billing period.
22. O&M costs of the Facility shall be borne by each municipality in proportion to the respective number of equivalent dwelling units serviced by the Facility and any improvements to the Facility in accordance with Exhibit “A”, and/or any future EDU Guidelines mutually agreed upon by the parties pursuant to Section I, Paragraph 4 hereof. Equivalent dwelling units will be calculated annually no later than October 1 of each year by each party and be available for review by the parties no later than October 15 of each year.
23. All real property owners receiving the Village’s sewer services are responsible for their proportionate share of the O&M costs. The proportional share paid by the Town shall be based upon the percentage of Town equivalent dwelling

units to the total number of equivalent dwelling units receiving sewer services by both the Town and Village. Total O&M costs used to calculate the Town's invoice will be reduced by any O&M costs solely attributable to the Village's use pursuant to Section III, Paragraph 21 hereof.

CAPITAL CHARGES

24. All properties that benefit from Village's sewer service infrastructure are responsible for a proportionate share of the annual debt service associated with the Facility. The proportional share paid by the Town shall be determined by the fraction derived from the number of Town equivalent dwelling units as the numerator to the total number of equivalent dwelling units of both the Town and Village as the denominator benefitted by the Facility and any Improvements to the Facility. Debt service shall mean principal and interest payments on bonded obligations incurred during the terms of this Agreement arising from capital improvements to the Facility. With respect to any bonded obligations by the Village subsequent to the execution of this Agreement and after the improvements to the Facility identified within this Agreement have been constructed, the Village shall provide the Town with a copy of all documents pertaining to such bonded obligations, including but not limited to the engineer's report, cost estimates from a competent engineer and the final schedule of values from the proposed contract, at or near the time the documents are created by the Village's competent engineers. The Town shall have the right within thirty (30) days of receipt of the aforesaid documents to comment on and or dispute such

proposed capital improvements or bonded obligations.

25. The Village shall prepare a bill for charges for the Town's proportionate share of the Capital Charges and submit the same to the Town for payment after the Village receives notification of debt repayment from its lending agency.

SECTION IV. BILLING

26. O&M Costs and Capital Charges shall be billed to the Town two times per year, in accordance with the following procedure:
- a. The Village shall submit O&M cost invoices to the Town on a semi-annual basis by January 15 and July 15 for the prior periods of July 1st through December 31st and January 1st through June 30th, respectively, calculated in accordance with Section III above.
 - b. The Village shall submit Capital Charges invoices to the Town twice a year, for principal and interest, in accordance with the debt service repayment schedule administered by the lender and Section III above. The Village will provide the Town with said debt service repayment schedule upon issuance of the obligation.
 - c. The Town shall pay all invoices (i.e., both O&M Cost and Capital Charges invoices) within thirty (30) days of receipt of the invoice.
 - d. If payment is not received within thirty (30) days from receipt of the invoice (the "Due Date"), the Town shall pay a late charge. Said late charge shall be computed at an annual rate of prime plus one percent (1%) for the first forty-five (45) days after the Due Date and two percent (2%) over prime for each day that a payment is beyond forty-five (45) days from the Due Date. The prime rate shall be the "prime rate" in effect as of the date of billing as listed in the Money Rates column of the Wall Street Journal.

27. If the Town in good faith objects to all or any portion of an invoice, the Town shall so notify the Village in writing within ten business (10) days from receipt of the invoice but shall still remain obligated to pay the full amount of the invoice. If the Town and the Village cannot informally resolve the dispute, the Town and the Village shall follow the dispute resolution procedures set forth in Section “V” of this Agreement. In the event that a court of competent jurisdiction determines that the Town did not owe a portion of the contested invoice, the Village shall be obligated to reimburse the Town for that portion of the invoice which the Court determined was not owed by the Town to the Village. The Village shall maintain records relating to costs incurred for Operation and Maintenance of the Facility as well as annual Capital Charges, and the allocation thereof, which records shall be made available for inspection and review upon the Town’s request.

SECTION V. RESOLUTION OF DISPUTES

28. Should any disputes arise related to this Agreement, the parties agree to meet and confer in good faith about any claims, disputes, or other matters in controversy arising out of or related to this Agreement as a condition precedent to litigation.

SECTION VI. MISCELLANEOUS

29. The term of this Agreement shall extend up to a maximum period of time equal to the period of probable usefulness established by Section 11.00 of Local Finance Law in connection with the improvements (i.e., thirty (30) years), which are identified as Alternative 3 in Section 12.0 of the Recommendations of the Preliminary Engineering Report entitled “Village of Castleton-on-Hudson, Wastewater Treatment Plant Evaluation and Upgrade Options, Preliminary Engineer’s Report, dated August 25, 2016,” a copy of which is attached hereto as Exhibit “B,” and further identified in the May 9,

2017 Amendment to the aforesaid Preliminary Engineering Report, which is attached hereto as Exhibit "C". The term of this Agreement may be extended in the future to a maximum period of time equal to the period of probable usefulness established by Section 11.00 of the Local Finance Law in connection with the object or purpose for which future indebtedness is issued upon agreement by the Parties under Section I, paragraph 6 of this Agreement. Neither party may terminate this Agreement without the approval of the other party except for the limited situations set forth herein.

30. Upon the Town's satisfaction of its obligations relating to the bonded debt associated with the Improvements to the Facility noted in the Village of Castleton-on-Hudson, Wastewater Treatment Plan Evaluation and Upgrade Options, Preliminary Engineer's Report, dated August 25, 2016, prepared by Delaware Engineering, D.P.C., this Agreement, with all amendments then in effect, shall, upon its expiration, be automatically renewed for a term of at least ten (10) years unless at least One Hundred Eighty (180) days prior to the end of then-existing term of the Agreement, one of the parties notifies the other in writing of its intention to terminate at the end of the term of the Agreement.
31. Each party agrees to indemnify to the fullest extent provided by law and hold each other harmless from and against any and all claims, of any kind or nature, including any expenses and attorney's fees incurred in defending any such claim, resulting from or arising out of the negligent acts or omissions of that party.
32. During the duration of this Agreement, all real property and improvements, relating to the provision of sewer, including any trunk lines or buildings, located within either participating municipality, shall be entirely exempt from real property taxation by said municipality and each municipality agrees to

said exemption, and each municipality will adopt a tax exemption resolution provided under Section 406 of the Real Property Tax Law.

33. Each participating municipality agrees to grant all necessary rights-of-way over and across all of its streets and public ways without any charge or other expense together with all necessary rights-of-way, over and across property owned by it or under its possession and control.
34. Nothing in this Agreement shall obligate the Village to provide service beyond permitted capacities and/or in any manner which would be in violation of any applicable laws or regulations.
35. Whenever the agreement of both the Town Board and Village Board is required under this Agreement, such agreement shall be required to be approved by a majority of the voting strength of each of the respective governing bodies.
36. The Agreement may not be modified or amended except by an instrument in writing, duly executed and acknowledged by the duly authorized representatives of the Town and the Village upon approval of the majority of the respective governing bodies of the Town and Village.
37. If any provision hereof is held to be invalid or unenforceable, the remaining provisions shall still be valid and binding on both parties.
38. Discharges to the Facility shall be subject to each municipality's Sewer Use Law and/or Sewer Regulations and all rules and regulations of the New York State and Rensselaer County Departments of Health ("DOH") and the New York State Department of Environmental Conservation ("DEC").
39. In the event any discharge from the Town be other than permitted by the Village's Sewer Use Law and/or the Town's Sewer Regulations, the Village and/or the Town may require the discontinuance of such discharge or the

pretreatment of said discharge at the discharger's sole cost and expense to comply with the Sewer Use Law.

40. Discharges in the Town shall comply with all rules and regulations with respect to the disposal of sewage as imposed by the Village upon its own residents and any rule or regulation of any federal, state or county agency having jurisdiction over the Village's sewer system.
41. The Town agrees that all manholes, sewer laterals, lines and pumping stations, in the Town, if required, shall be constructed and maintained in accordance with the rules and regulations of DEC and DOH and the Town further agrees that no extension of sewer lines, laterals, manholes or pumping stations in the Town will be constructed unless and until the Village shall have reviewed and approved such construction and the type and design thereof. Such review by the Village shall be at the Town's sole cost and expense, and such approval shall not be unreasonably withheld.
42. Neither the Town nor the Village is responsible for the cost of hook-up of a unit or units to the main sewer lines, or the cost of repairs to same. Such costs shall be the sole responsibility of the user. Said user shall also incur a \$5,000 Capacity Charge. The Capacity Charge shall be issued in accordance with the Town of Schodack Sewer District Property Class Codes Equivalent Dwelling Unit ("EDU") Guidelines and the Village of Castleton Sewer Property Class Codes EDU Guidelines, both of which are attached hereto as Exhibit "A," and/or any future EDU Guidelines mutually agreed upon by the parties. For the purposes of this Agreement, the term "Capacity Charge" shall mean a forward-looking charge for new users to fund future improvements to the system to accommodate the increase in flow and the additional wear and tear on system components that result from the addition of new users. The

Capacity Charge shall be paid by the user to the municipality in which said user is located and the Village shall set aside the funds received from Village users and/or from the Town on behalf of Town users as a result of said Capacity Charge for the purpose of O&M Costs and Capital Charges.

43. Each new hook-up in the Town must be inspected by the Town, at its own expense, before being put into use. When the Town is contacted for the scheduling of such an inspection, the Town shall promptly notify the Village, and in any event shall provide at least three (3) days advance notice to the Village (unless expressly waived by the Village) of any hook-up inspection, thereby allowing the Village to also perform any inspections. Such notice will state the name and address of the person hooking up, the number of equivalent dwelling units to be hooked up, the name of the contractor doing the hook-up and the date and time of the scheduled inspection. Any inspection fees charged by the Town or Village with respect to any hook-up shall be the sole responsibility of the party requesting the hook-up.
44. Dischargers within the Town shall comply, in addition to the Village's Sewer Use Laws and the rules and regulations of the DOH and DEC, with the Town of Schodack's Sewer Regulations, which defines, among other things, the connections, prohibited substances, rights of inspection, the type of connection and the manner of connection. Should such dischargers not comply with the Town of Schodack Sewer Regulations and/or the Village's Sewer Use Laws and the rules and regulations of the DOH and DEC, the Village and the Town shall have the authority to pursue those remedies permitted by law, including, but not limited to, termination of service.
45. Due to the possibility of introduction of groundwater or contaminants into the system, no work shall be performed on the collection systems now or

hereafter existing in the Town without either the supervision or the approval of such work by a duly authorized inspector of the Village.

46. The Town shall not issue a certificate of occupancy for any new or additional dwelling or commercial structure in the Town that is to be served by the Facility until an inspection as set forth above has been conducted. No certificate of occupancy shall be issued by the Town until the payment of all Capacity Charges, unless otherwise provided herein, and any Town charges have been paid.

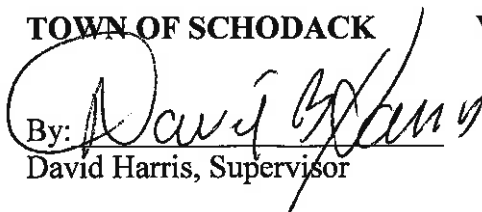
47. This Agreement represents the complete understanding and agreement between the parties, and shall supersede all prior agreements as to the subject matters contained herein, including, but not limited to, the 1993 Agreement, the 1995 Agreement and the 2004 Agreement. The parties agree that this Agreement shall be governed by New York State law.

48. This Agreement is the mutual work of the parties and shall not be construed against one party or the other as a result of the preparation, submission or other event of negotiation, drafting, or execution hereof.

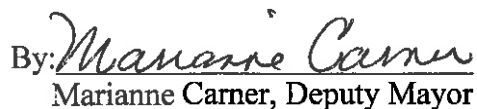
49. This Agreement shall be binding upon the parties, their lawful successors and/or assigns and the special districts of each of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and sealed with their corporate seals the day and year first above mentioned.

TOWN OF SCHODACK

By: 
David Harris, Supervisor

VILLAGE OF CASTLETON-ON HUDSON

By: 
Marianne Carner, Deputy Mayor

F. Wastewater Treatment Plant Preliminary Opinion of Cost

Village of Castleton-on-Hudson WWTP Improvements
Appendix A - Alternate #3 Preliminary Project Cost Estimate

Screenings and Grit Removal Building	Quantity	Units	Price / Unit	Total Price
Excavation	640	CY	\$35	\$22,400
Piles	350	VLF	\$150	\$52,500
Dewatering/Shoring	1	LS	\$45,000	\$45,000
Foundation/Structural Concrete	130	CY	\$1,600	\$208,000
Architectural	864	FT^2	\$170	\$146,880
Fine Screen and Press	1	EA	\$247,000	\$247,000
Grit Vortex and Classifier	1	EA	\$198,000	\$198,000
Bypass Pumping	1	EA	\$25,000	\$25,000
Screening & Grit Building Total				\$944,780

Sludge Press Replacement	Quantity	Units	Price / Unit	Total Price
Foundation/Structural Concrete	10	CY	\$1,300	\$13,000
Architectural	320	FT^2	\$170	\$54,400
Process Piping	1	LS	\$50,000	\$50,000
Press Feed Pumps	1	EA	\$10,000	\$10,000
Sludge Press	1	EA	\$250,000	\$250,000
Sludge Conveyor	1	EA	\$45,000	\$45,000
Sludge Press Replacement Total				\$422,400

Main Influent Pump Replacement	Quantity	Units	Price / Unit	Total Price
Main Influent Pumps	1	EA	\$25,000	\$25,000
Process Piping	1	LS	\$25,000	\$25,000
Main Influent Pump Upgrades Total				\$50,000

Secondary Clarifiers	Quantity	Units	Price / Unit	Total Price
Excavation	800	CY	\$35	\$28,000
Piles	310	VLF	\$150	\$46,500
Dewatering/Shoring	1	LS	\$35,000	\$35,000
Foundation/Structural Concrete	250	CY	\$1,600	\$400,000
Mechanical (gates/weirs)	1	LS	\$15,000	\$15,000
Secondary Clarifier Equipment	1	LS	\$250,000	\$250,000
RAS Pumps	2	EA	\$20,000	\$40,000
Scum Pumps	2	EA	\$20,000	\$40,000
Pump Gallery Piping Modifications	1	LS	\$45,000	\$45,000
Secondary Clarifier Total				\$899,500

Aeration and Digester Upgrades	Quantity	Units	Price / Unit	Total Price
Cleanup of Existing Tanks	1	LS	\$20,000	\$20,000
Aeration Blowers	3	EA	\$30,000	\$90,000
Valve/Fittings	1	LS	\$40,000	\$40,000
Aeration Piping	500	LF	\$120	\$60,000
Aeration System Diffusers	1	LS	\$100,000	\$100,000
Digester Blowers	2	EA	\$25,000	\$50,000
Valve/Fitting	1	LS	\$40,000	\$40,000
Digester Air Piping	120	LF	\$120	\$14,400
Digester System Diffusers	1	LS	\$75,000	\$75,000
Overflow Weir Modifications	2	LS	\$25,000	\$50,000
Aeration and Digester Total				\$539,400

Garage Expansion	840	SF	\$170	\$142,800
Misc. Yard Piping	1	LS	\$200,000	\$200,000
Grating, Handrail and Stairs	1	LS	\$45,000	\$45,000
Grading/Site Work/Restoration	1	LS	\$75,000	\$75,000
Misc. Architectural Upgrades	1	LS	\$70,000	\$70,000
Misc. Concrete Rehabilitation Work	1	LS	\$40,000	\$40,000
SCADA System	1	LS	\$250,000	\$250,000
Electrical	1	LS	\$350,000	\$350,000
HVAC	1	LS	\$95,000	\$95,000
Plumbing	1	LS	\$0	\$0
Misc. Demolition	1	LS	\$35,000	\$35,000

	Total	15% Cont.	Total with Cont.
Village WWTP - Project Total	\$4,158,880	\$623,832	\$4,782,712
Engineering/Legal/Admin (15%)	\$717,407		

PROJECT TOTAL	\$5,500,119
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