



## Advance Engineering & Surveying, PLLC

Consulting in: Civil & Environmental Engineering • Land Surveying • Land Development  
11 Herbert Drive  
Latham, N.Y. 12110  
Phone: (518) 698-3772  
Email:ncostape@gmail.com

Nicholas Costa, PE  
John P. Petrucco, LS

December 4, 2019

Mr. David B. Harris, Supervisor  
Town of Schodack  
265 Schuurman Road  
Castleton-on-Hudson, NY 12033

Re: Proposed Sanitary Sewer Extension for  
Curtis Lumber  
1657 Columbia Turnpike, Schodack, NY

Dear Supervisor Harris:

the owners of Curtis Lumber wish to connect to the existing force main that is located on the easterly side of Columbia Turnpike and which is currently identified as being Sewer District 6. We have prepared the attached Sanitary Sewer Engineering Report for the above referenced site and are herein enclosing one copy for your reference and consideration to allow the Curtis Lumber site to connect to Sewer District 6.

If there are any questions or you require additional information please contact our office. Thank you.

Sincerely,

Nicholas Costa  
Advance Engineering & Surveying, PLLC

NC/dac

Enclosures

cc: Mrs. Nadine Fuda, Director of Planning & Zoning

Mr. Richard F. Laberge, PE, Laberge Group (w/enclosure)

corres...harris...120419.docx

**Map Plan and Report for  
Sewer District #6  
Sanitary Sewer Extension No. 3**

**For Sanitary Sewer Service to  
Curtis Lumber**

**1657 Columbia Turnpike  
Schodack, New York**

**August 2019  
Revised November 2019**

**Applicant: Curtis Lumber  
1657 Columbia Turnpike  
Schodack, New York**

**Prepared by: Advance Engineering & Surveying PLLC  
11 Herbert Drive  
Latham, New York 12110**



Unauthorized alteration or addition to this document is a violation of section 7209 Subdivision 2 of the New York State Education Law.

© Copyright 2019 Advance Engineering & Surveying PLLC  
All Rights Reserved. Unauthorized Duplication is a Violation of Applicable Laws.

**Table of Contents**

**Page No.**

**INTRODUCTION ..... 2**

**EXISTING CONDITIONS..... 2**

**VEGETATIVE COVER..... 2**

**TOPOGRAPHY..... 2**

**SOILS..... 3**

**LAND USE AND ZONING..... 3**

**EXISTING UTILITIES..... 3**

**PROPOSED DEVELOPMENT..... 4**

**DESIGN STANDARDS ESTIMATED FLOW..... 4**

**PUMP STATION DESIGN & ANALYSIS..... 5**

**WASTEWATER COLLECTION AND TREATMENT..... 6**

**FINANCING..... 7**

**SEWER DISTRICT EXTENSION..... 7**

**USER COSTS AND CONNECTION FEES..... 7**

**CONCLUSION..... 8**

**APPENDIX A - Proposed Pump Selection & Supporting Documentation**

**APPENDIX B - Opinion of Costs**

**APPENDIX C – Legal Description & Map**

**APPENDIX D – Town Sewer User Regulations and One-time Connection Fee Estimate**

## **INTRODUCTION**

The purpose of this report is to describe the existing system conditions and proposed methods, which will be utilized to provide Sanitary Sewer Service to the proposed Curtis Lumber new building. The project site is located outside the boundaries of Sewer District #6 and the provisions of sanitary sewer service to the new building located at 1657 Columbia Turnpike will require the extension of the boundaries of Sewer District #6 to include the project site which is composed of Tax ID Nos. 189.01-4-1. A legal description and map of the proposed Sanitary Sewer Extension No. 3 is included in Appendix C.

## **EXISTING CONDITIONS**

Curtis Lumber is located at 1657 Columbia Turnpike, on the easterly side of Columbia Turnpike. The existing conditions are shown on the plan prepared by W. J. O'Rourke, LS. There are two existing force mains located on the easterly side of the Columbia Turnpike corridor. The size of the force mains is 1.5-inch & 6-inch diameter, respectively. It is the intention of the owners of the Curtis Lumber facility to connect to the existing 1.5-inch diameter force main.

## **SITE TOPOGRAPHY, VEGETATION AND EXISTING SOILS**

### **Vegetative Cover**

The subject site consists mostly of asphalt pavement and buildings which are utilized in the retail sale and supply of lumber products that are used by the local builders. There are some vegetation in this area which mainly consists lawns and landscaped areas that are located easterly of the access drive which traverses the site in a north to south direction. The easterly and southerly sides of the site are adjacent to Interstate 90 and the exit ramp and are vegetated with some mature trees.

### **Topography**

The topography of the parcel can generally be described as sloping from the center towards the east and west at about 5% to 10%. The project site generally rises in grade from approximately elevation 358 feet at the center of the site and to an elevation of 334 feet at the Columbia Turnpike (westerly side) and 342 feet at the easterly side (I-90) of the site.

**Soils**

The National Cooperative Soil Survey (NCSS) indicates that the site soils for 1657 Columbia Turnpike are: Chenango (ChA) & Hoosic (HoD & HoE).

The above-identified soils are further classified by the Soils Conservation Service (SCS) depending on the soils type, into a hydrologic soil group. Depending upon the cover type and the hydrologic condition, the soil groups are assigned curve numbers that represent the storm water runoff condition. The following is a tabular summary of these parameters for the soils component of the project site that will be developed with the proposed building addition.

<u>Soil Name and Symbol</u>	<u>Hydrologic Group</u>
Chenango (ChA)	A
Hoosic (HoD & HoE)	A

Hydraulic Group C/D soils have high runoff potential and low infiltration rates.

As shown above, the site soils are composed of Hydrologic Group "A" soils; it appears that the proposed work will occur in the area with Chenango soils which are in the Hydrologic Soil Group "A".

**LAND USE AND ZONING**

In general the area is dominated by commercial properties. The predominant zoning in the area is Highway Commercial (HC); this parcel is zoned Highway Commercial (HC).

**EXISTING UTILITIES**

**Water:** - A Town of Schodack 12 inch Water main exists along the project site frontage on Columbia Turnpike. This water main provides water service to the subject site.

**Sanitary Sewer:** - The existing Curtis Lumber facility located at 1657 Columbia Turnpike discharges the sanitary sewage waste into an on-site subsurface sanitary sewage disposal system. There is a Town of Schodack 1.5-inch diameter PVC and 6 inch diameter PVC sanitary sewer force main along the east side of Columbia Turnpike that can provide municipal sanitary sewer service to the site.

**Other Utilities:** - Electric, telephone, CATV and gas utilities exist along Columbia Turnpike along the property frontage or in close proximity to the property and provides service to the site.

### **PROPOSED DEVELOPMENT**

The proposed site improvements are shown on a Site Plan prepared by Creighton Manning Engineering, LLP. The proposed site improvements include the construction of a new building with an area of approximately 25,294 square feet (SF). Associated parking areas and loading areas are also shown on the Site Plan.

The owners of Curtis Lumber have requested permission to discharge the sanitary sewers generated from the new building to be constructed at 1657 Columbia Turnpike into the existing 1.5-inch force main located on the easterly side of the Columbia Turnpike corridor and just west of the proposed building. To facilitate this connection it is proposed to construct a sanitary sewage grinder pump and a 225 LF small diameter force main and connect it to the existing 1.5-inch diameter force main. This existing force main already has two other sanitary sewage grinder pumps connected to it conveying the sanitary sewage flows from the nearby Dunkin Donuts and the "My Place & Co." restaurant.

Our analysis and investigations have focused on constructing this connection from 1657 Columbia Turnpike and the resulting impact to the existing system.

### **DESIGN STANDARDS ESTIMATED FLOW**

The proposed Sanitary Sewer System components consisting of an E-One grinder pump station and small diameter force main are designed to receive and convey the peak sanitary flows at velocities sufficient to prevent deposition of solids.

The hydraulic loading is computed as follows.

Design Average Daily Flow:

- My Place & Co. Restaurant – From 2013 and 2014 water use records, maximum usage for 3 month period = 870 gallons per day (GPD), use 1,000 GPD.

- Dunkin Donuts – 3,300 gallons per day (GPD)

**Design Peak hourly Flow:**

- Peak hourly flow - Curtis Lumber. Retail and Warehouse use 0.1 GPD/SQ. FT. total SQ. FT. = 25,294 x 0.10 GPD/SQ. FT. = 2,529 GPD x 0.8 (20% reduction for water saving fixtures) = 2,024 GPD / 1,440 = 1.41 gallons per minute (GPM) x 4 (Peaking Factor) = 5.62 GPM peak.  
For a 14 hour operation day the peak would be 2,024 GPD / 840 = 2.41 GPM x 4 (Peaking Factor) = 9.64 GPM peak.
- Peak hourly flow - My Place & Co. Restaurant = 1,000 GPD / 1,440 = 0.69 gallons per minute (GPM) x 4 (Peaking Factor) = 2.76 GPM peak. For a 12 hour operation day the peak would be 1,000 GPD / 720 = 1.39 GPM x 4 (Peaking Factor) = 5.56 GPM peak.
- Peak hourly flow - Dunkin Donuts = 3,300 GPD / 1,440 = 2.29 gallons per minute (GPM) x 4 (Peaking Factor) = 9.16 GPM peak.

**PUMP STATION DESIGN AND ANALYSIS**

**System Design**

We have analyzed two scenarios; one scenario is based on the existing system with Dunkin Donuts and My Place & Co. Restaurant pumps operating only and the second scenario is based on the existing system with the addition of the proposed Curtis Lumber development pump station at 1657 Columbia Turnpike.

- Analysis modeling of the existing force main(s) for the two noted scenarios showing the hydraulic operation of the (1) existing system in the existing state; (2) with the connection of the Curtis Lumber force main extension. Figure 1 shows the overall schematic of the system that represents the enclosed analysis.

As shown on the enclosed summary sheet of the above noted system analysis, the existing 1.5-inch force main has sufficient capacity to manage the additional flows generated at 1657 Columbia Turnpike. Zone 1 of the existing 1.5-inch force main would require some flushing maintenance until future sites are connected; this condition already exists with the system and is not changed as a result of the proposed connection. The attached hydraulic summary shows that the existing Dunkin Donuts and My Place & Co. Restaurant pumps experiences a TDH of

approximately 144 feet and 51 feet respectively and a pumping rate of 8.5 GPM and 12.7 GPM respectively. Upon connection of the proposed lateral from Curtis Lumber development pump station at 1657 Columbia Turnpike the Dunkin Donuts and My Place & Co. Restaurant pumps experiences a TDH of approximately 166 feet and 51 feet respectively and a pumping rate of 7.6 GPM and 12.7 GPM respectively. The proposed E-One grinder pump serving Curtis Lumber development pump station at 1657 Columbia Turnpike would operate against TDH of 92 feet with 2 pumps on the system running. The pumping rate of this pump at 91 feet TDH is 10.9 GPM which is adequate to manage the flows generated from the 1657 Columbia Turnpike site. If in the future the town decides to put the existing 6 inch force main along Kraft road into service the 1.25-inch lateral from Curtis Lumber could be connected to the 6 inch main without impact to the system.

### **WASTEWATER COLLECTION AND TREATMENT**

The sanitary sewer system for the project site will consist of proposed E-One model DH152 sanitary sewage grinder pump station that will connect to a proposed 285 LF long, 1.25-inch diameter discharge force main. This force main will deliver the generated sanitary sewage to the existing 1.5-inch diameter force main located on the easterly side of the Columbia Turnpike corridor. The existing 1.5-inch diameter force main connects into an existing gravity manhole at elevation 356.40. The finished grade at the pump station is elevation 358.00. The high point of this section force main is elevation 354.00. The low water elevation of the proposed grinder pump station will be set at a minimum elevation of approximately 351.00. To avoid siphoning the station dry, a vacuum relief valve will be included in the pump station package. The discharge MH is located just easterly of the intersection of Lisa Lane with Kraft Road and is approximately 1,400 LF from the point where the 1.25-inch diameter force main from My Place & Co. Restaurant connects to the existing 1.5-inch diameter force main. The manhole is on an 8 inch gravity sewer. This 8-inch gravity sewer main eventually discharges into an existing pump station known as Pump Station No. 2 located at the southerly end of Empire State Boulevard. The existing pump station is tributary to the Town Trunk sewer that eventually discharges into the Town of East Greenbush Wastewater Treatment Plant for treatment prior to discharge into the Hudson River.



The proposed sanitary sewer force main will be constructed of High Density Polyethylene (HDPE). The minimum cover for the proposed force main will be 5 feet. The proposed force main will be pressure tested in accordance with ASTM Standards. The proposed work will be performed in accordance with the requirements and recommendations of the New York State Department of Environmental Conservation and the Rensselaer County Health Department. Approval from NYSDOT will be necessary prior to construction. The proposed pumps should be set to cycle more often for shorter durations. The property owner shall be responsible for the operation, maintenance and repair or replacement of the proposed lateral and pump system, up to and including the connection to the forcemain. All structures in pavement or adjacent to the NYSDOT right of way shall be able to withstand H2O loading. Structures in the grass areas shall be adequately protected from accidental vehicle traffic.

### **FINANCING**

Installation of the proposed sanitary sewer Improvements in connection with 1657 Columbia Turnpike Curtis Lumber will be performed by the project developer/owner at their expense. An opinion of costs is included in Appendix B.

### **SEWER DISTRICT EXTENSION**

This project will require an extension to Sewer District #6 incorporating the lands of 1657 Columbia Turnpike. The parcel of land contains 11.8 acres more or less. A map and description of the parcel is included in Appendix C.

### **USER COSTS AND CONNECTION FEES**

The property to be serviced by this sewer district extension will become a rate payer in Sewer District No. 6. Based on the Town of Schodack sewer use regulations and more particularly Section 176-7 "Unit Schedule", the 1657 Columbia Turnpike facility would be assigned 3 capital units based on its function as a retail building with public rest rooms. However, since there are no capital costs attributable to the district, there is no capital unit charge effect. Sewer District No. 6 currently has no debt and as such there is no immediate capital charge to 1657 Columbia Turnpike Curtis Lumber facility. There is, however, a one-time charge for

sewer connection fees for Curtis Lumber required by the Towns of Schodack and East Greenbush. The Town of Schodack does not maintain a treatment facility; sewage from the district is treated by the Town of East Greenbush. The East Greenbush charge is a one-time connection fee that the Town of Schodack is required to collect from the applicant and remit to the Town of East Greenbush. The estimated one-time connection fee is (\$10,825.00(to be provided by the Town of East Greenbush). The calculations for estimating this fee was provided by the Town of Schodack and are shown in Appendix "D". A copy of the Town regulation is also attached in Appendix D.

Sewer user rates for 2016 are currently \$7.30 per 1,000 gallons. For the 1657 Columbia Turnpike facility, based on a water use of 1,898 gallons per day, this would result in an annual sewer usage fee of  $\$7.30 \times 1.898 \text{ per day} \times 365 \text{ days} = \$5,057.22$  per year. The actual sewer use fee will fluctuate based on actual water use.

### **CONCLUSION**

It is our opinion, based on the enclosed analysis, that 1657 Columbia Turnpike can be connected to the existing force main system without substantial impacts to the operations of the existing force main system. Based on future demands and connections that will be placed on the existing force main system, it may become necessary to abandon the existing 1.5-inch diameter force main and switch over to the existing 6-inch force main. The switch shall be completed as per the recommendation noted in the above cited reports prepared by the Laberge Group. The proposed 1.25-inch lateral from Curtis Lumber could be connected to the 6 inch main without impact to the system.

Respectfully submitted:

Advance Engineering & Surveying PLLC

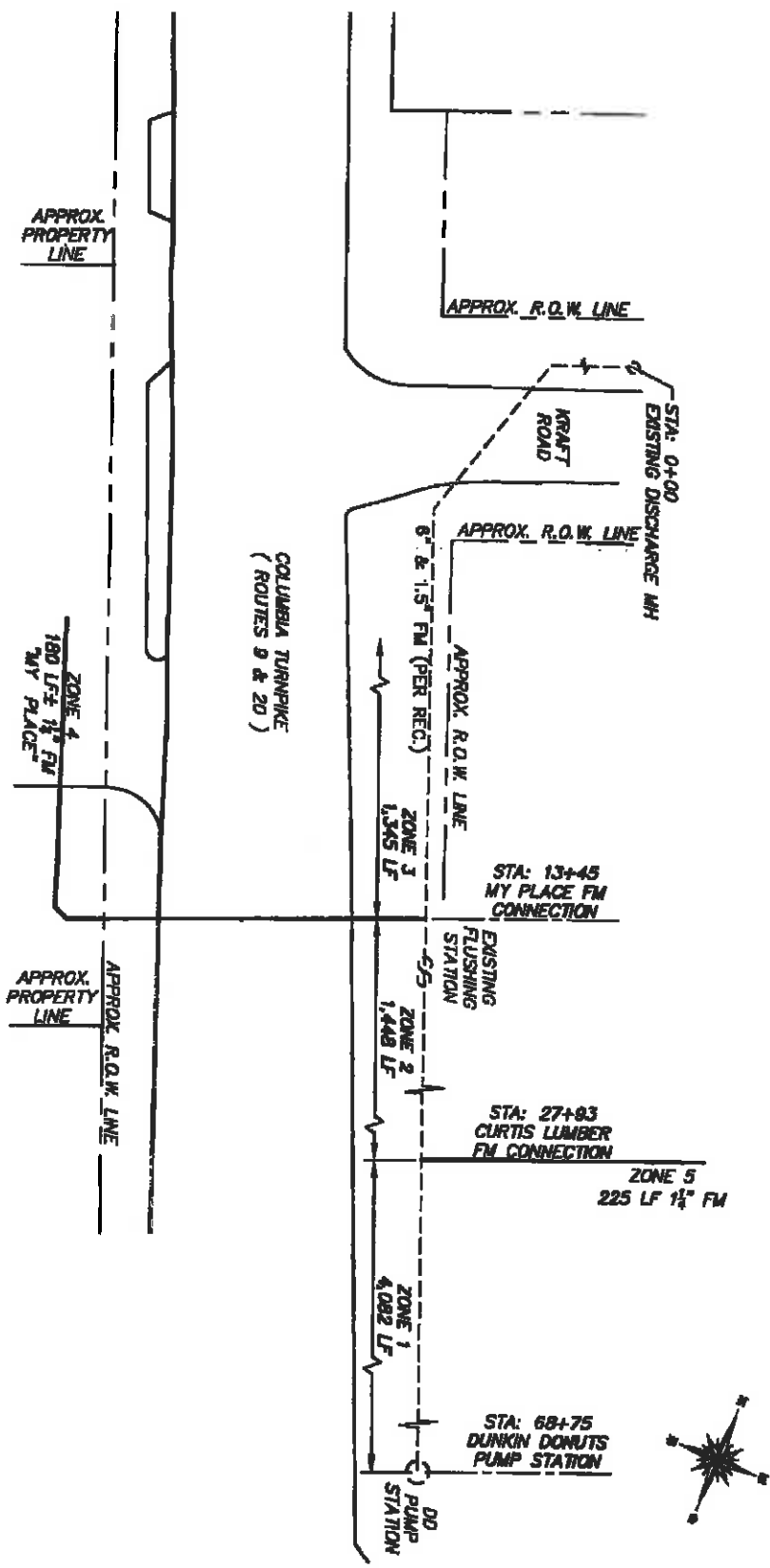
Nicholas Costa, PE

Advance Engineering & Surveying PLLC  
Sanitary Sewer Engineering Report for Curtis Lumber

August 2019; rev. Nov. 2019  
19124

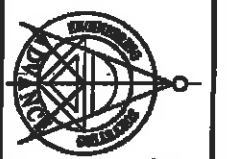
# **Appendix A**

## **Proposed Pump Selection & Supporting Documentation**



NO.	REVISION	DATE
1	REISED PER THE COMMENTS	NOV. 14, 2019

It is the responsibility of the Engineer to verify the accuracy of all data and information provided to him by the client. The Engineer is not responsible for any errors or omissions in the design or construction of the project.



Design of:  
**ADVANCE ENGINEERING & SURVEYING, LLC**  
 CONSULTING IN -  
 CIVIL & ENVIRONMENTAL ENGINEERING  
 LAND SURVEYING & DEVELOPMENT  
 COMMERCIAL AND RESIDENTIAL  
 11 HERBERT DRIVE, LATHAM, N.Y. 12110  
 PHONE (518) 698-3772  
 E-MAIL: [advanceeng@advanceeng.com](mailto:advanceeng@advanceeng.com)

**FORCE MAIN**  
 CURTIS LUMBER - COLUMBIA TURNPIKE  
 TOWN OF SCHODACK  
 COUNTY OF RENSSELAER NEW YORK  
 SCALE: NONE  
 SHEET 1 OF 1 - 18124  
 DATE: AUGUST 22, 2019



# SEWER SYSTEMS

Environment One Corporation

**Pressure Sewer Preliminary**

**Cost and Design Analysis**

**For**

**Curtis Lumber - Existing LP System Analysis**

**1657 Columbia Turnpike, Schodack, NY**

**Prepared For:**  
**Advance Engineering & Surveying PLLC**  
**11 Herbert Dr**  
**Latham NY 12110**  
**Tel:**  
**Fax:**  
**Prepared By: WJB**  
**August 23, 2019**

**PRELIMINARY PRESSURE SEWER- PIPE SIZING AND BRANCH ANALYSIS**  
**Curtis Lumber - Existing I.P. System Analysis**  
**1657 Columbia Turnpike, Schoodack, NY**

August 23, 2019

Prepared By:  
WJB

Zone Number	Connects to Zone	Number of Pumps in Zone	Accum. Gals/day Pumps in Zone	Max Flow Per Pump (gpm)	Max. Sump Size (GPM)	Pipe Size (inches)	Max Velocity (FPS)	Length of Main this Zone	Friction Factor (ft/100 ft)	Friction Loss This Zone	Accum Frd Loss (feet)	Max Main Elevation	Minimum Pump Elevation	Static Head (feet)	Total Dynamic Head (ft)
This spreadsheet was calculated using pipe diameters for SDR11 HDPE															
1.00	2.00	1	3300	8.52	1	8.52	1.50	4,082.00	0.61	24.82	77.84	359.00	292.00	67.00	150
2.00	3.00	0	0	12.61	1	8.52	1.50	1,448.00	0.61	8.80	53.02	359.00	359.00	0.00	144.84
3.00	3.00	0	0	13.00	2	21.19	1.50	1,345.00	3.29	44.22	44.22	357.00	357.00	0.00	53.02
4.00	3.00	1	1000	12.67	1	12.67	1.25	180.00	2.45	4.40	48.62	365.00	362.00	3.00	44.22

Page 1      Note: This analysis is valid only with the use of progressive cavity type grinder pumps as manufactured by Environment One.  
 E:\Advance Engineering PLLC\Curtis Lumber-existing system-8-24-18.EOne

PRELIMINARY PRESSURE SEWER - ACCUMULATED RETENTION TIME (HR)

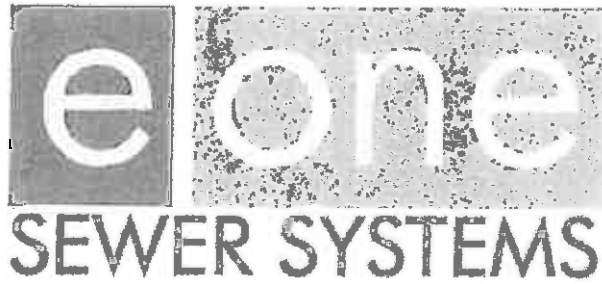
Curtis Lumber - Existing LP System Analysis

1657 Columbia Turnpike, Schodack, NY

Prepared By:  
WJB

August 23, 2019

Zone Number	Connects to Zone	Accumulated Total of Pumps in this Zone	Pipe Size (inches)	Gallons per 100 lineal feet	Length of Zone	Capacity of Zone	Average Daily Flow	Average Fluid Changes per Day	Average Retention Time (Hr)	Accumulated Retention Time (Hr)
This spreadsheet was calculated using pipe diameters for: SDR11HDPE										
1.00	2.00	1	1.50	9.85	4,082.00	402.20	3,300	8.20	2.93	200
2.00	3.00	1	1.50	9.85	1,448.00	142.67	3,300	23.13	1.04	4.70
3.00	3.00	2	1.50	9.85	1,345.00	132.52	4,300	32.45	0.74	1.78
4.00	3.00	1	1.25	7.52	180.00	13.54	1,000	73.85	0.32	0.74
										1.06



**Environment One Corporation**

**Pressure Sewer Preliminary**

**Cost and Design Analysis**

**For**

**Curtis Lumber - Proposed Pump Station Analysis  
1657 Columbia Turnpike, Schodack, NY**

**Prepared For:**  
**Advance Engineering & Surveying PLLC**  
**11 Herbert Dr**  
**Latham NY 12110**  
**Tel:**  
**Fax:**  
**Prepared By: WJB**  
**November 16, 2019**



**PRELIMINARY PRESSURE SEWER- PIPE SIZING AND BRANCH ANALYSIS**

Curtis Lumber - Proposed Pump Station Analysis  
1657 Columbia Turnpike, Schodack, NY

November 16, 2019

Prepared By:  
WJB

Zone Number	Connects to Zone	Number of Pumps in Zone	Accum Pumps in Zone	Calc/day per Pump	Max Flow Per Pump (gpm)	Max Stat Ops (GPM)	Max Flow (inches)	Pipe Size (inches)	Max Velocity (FPS)	Length of Main in this Zone	Friction Factor (ft/100 ft)	Friction Loss Zone	Accum Frd Loss (feet)	Max Main Elevation	Minimum Pump Elevation	Static Head (feet)	Total Dynamic Head (ft)	
This spreadsheet was calculated using pipe diameters for: SDR11HDPE																		
1.00	2.00	1	1	3300	7.55	1	7.55	1.50	1.28	4,082.00	0.49	19.84	99.50	359.00	292.00	67.00	166.50	
2.00	3.00	0	2	0	11.42	2	18.47	1.50	3.12	1,448.00	2.55	36.92	79.66	359.00	359.00	0.00	79.66	
3.00	3.00	0	3	0	13.06	2	20.80	1.50	3.52	1,945.00	3.18	42.74	42.74	357.00	357.00	0.00	42.74	
4.00	3.00	1	1	1000	12.73	1	12.73	1.25	2.82	180.00	2.47	4.44	47.18	365.00	362.00	3.00	50.18	
5.00	2.00	1	1	2024	10.92	1	10.92	1.25	2.42	225.00	1.86	4.18	83.84	359.00	352.00	7.00	90.84	

Page 1  
Note: This analysis is valid only with the use of progressive cavity type grinder pumps as manufactured by Environment One.  
E:\Advance Engineering PLLC\Curtis Lumber pumps added to existing system11-16-19.EOne

**PRELIMINARY PRESSURE SEWER - ACCUMULATED RETENTION TIME (HR)**  
 Curtis Lumber - Proposed Pump Station Analysis  
 1657 Columbia Turnpike, Schodack, NY

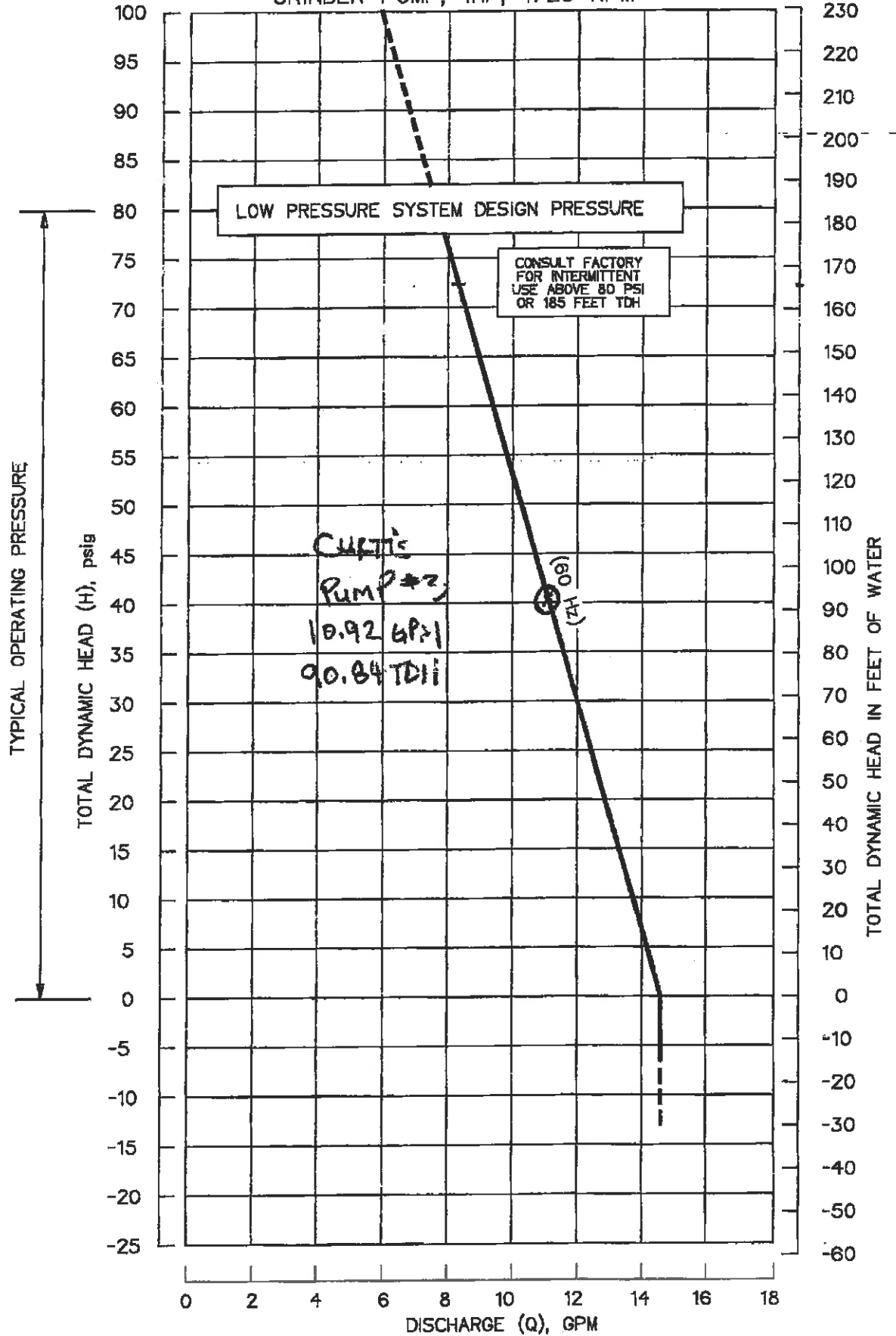
November 16, 2019

Prepared By:  
 WJB

Zone Number	Connects to Zone	Accumulated Total of Pumps this Zone	Pipe Size (inches)	Gallons per 100 linear feet	Length of Zone	Capacity of Zone	Average Daily Flow	Average Fluid Changes per Day	Average Retention Time (Hr)	Accumulated Retention Time (Hr)
This spreadsheet was calculated using pipe diameters for: SDR11HDPE										
1.00	2.00	1	1.50	9.85	4,082.00	402.20	3,300	8.20	2.93	200
2.00	3.00	2	1.50	9.85	1,448.00	142.67	5,324	37.32	0.64	4.07
3.00	3.00	3	1.50	9.85	1,345.00	132.52	6,324	47.72	0.50	1.15
4.00	3.00	1	1.25	7.52	180.00	13.54	1,000	73.85	0.32	0.50
5.00	2.00	1	1.25	7.52	225.00	16.93	2,024	119.58	0.20	0.83
										1.35

# E|ONE SPD PUMP PERFORMANCE CURVE

GRINDER PUMP, 1HP, 1725 RPM



**Curtis Lumber - Proposed Pump Station Analysis  
1657 Columbia Turnpike, Schodack, NY**

**Prepared by : WJB**

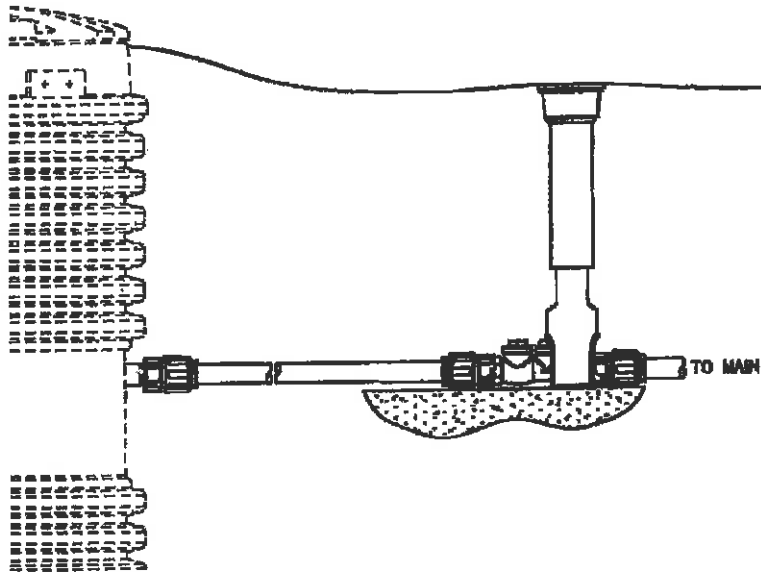
**On: November 16, 2015**

**Notes :**

**Existing Force Main 1 1/2" HDPE SDR-11, Use 1 1/4" HDPE SDR-11 for proposed force main.**

**<<<< END OF NOTES >>>>**

## Forced Sewer Main Service Lateral Kits SDR 11 HDPE Pipe featuring SS Valves and Engineered Thermoplastic Fittings



### Description

These kits feature all components commonly needed to connect an Environment One grinder pump station to the corporation stop/saddle tap on a sewer main. The kit is designed to be used with SDR 11 HDPE pipe, high density polyethylene pipe (provided by others) and includes compression fittings for fast, easy field installation. The curb stop assembly integrates a robust stainless steel ball valve curb stop and a stainless steel flapper type check valve. Adjustable height, curb boxes are supplied in Arch pattern.

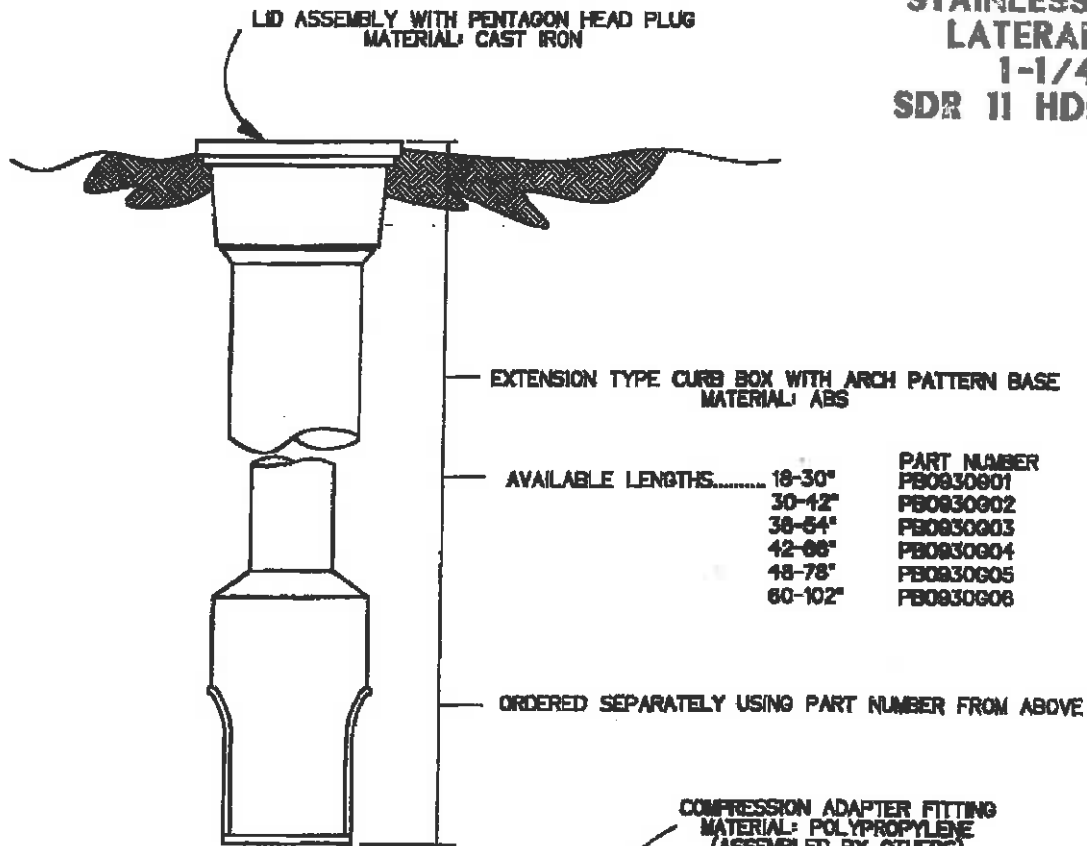
### Standard Features

- Compression couplings for 1-1/4" SDR 11 HDPE pipe
- All fittings rated for 150 psi service pressure, minimum
- Fittings provided for field assembly
- Integrated stainless steel ball valve curb stop and stainless steel check valve assembly
- Arch pattern curb boxes in heights from 1-1/2 feet to 8-1/2 feet
- Curb boxes are ABS with a cast iron cover
- Curb Stop/Check Valve component rated for 235 psi

### Optional Features

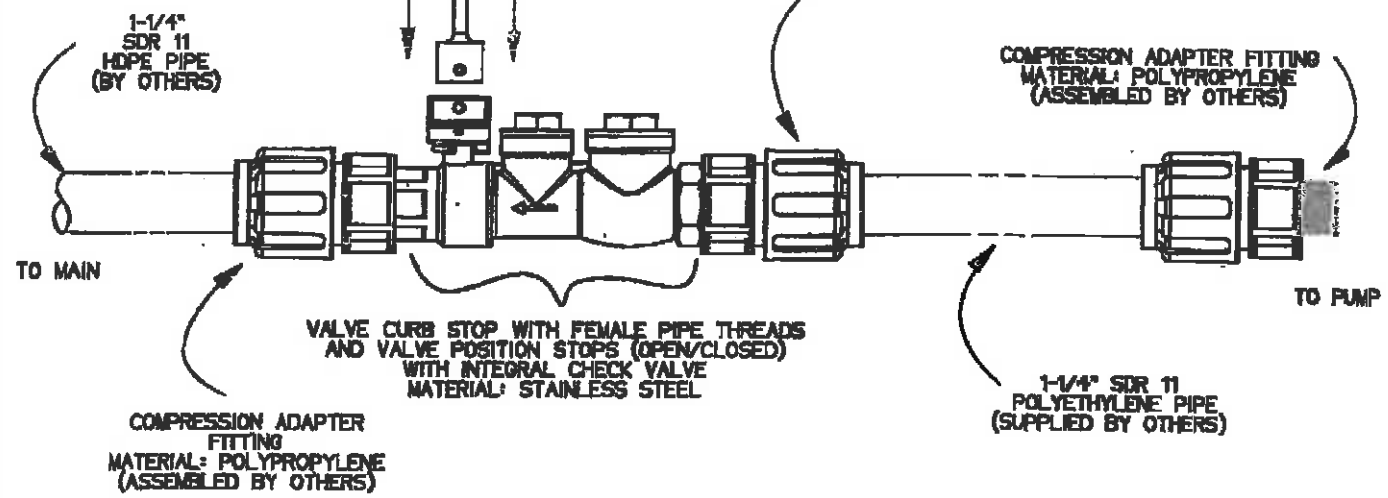
- Compression couplings for 1-1/2" SDR 11 HDPE pipe
- PVC solvent weld fittings for 1-1/4" Schedule 40 pipe
- Curb boxes available in several sizes

**STAINLESS STEEL  
LATERAL KIT  
1-1/4" SDR 11 HDPE PIPE**



AVAILABLE LENGTHS.....	18-30"	PART NUMBER
	30-42"	PB0930G01
	38-54"	PB0930G02
	42-66"	PB0930G03
	48-78"	PB0930G04
	60-102"	PB0930G05
		PB0930G06


ORDERED SEPARATELY USING PART NUMBER FROM ABOVE



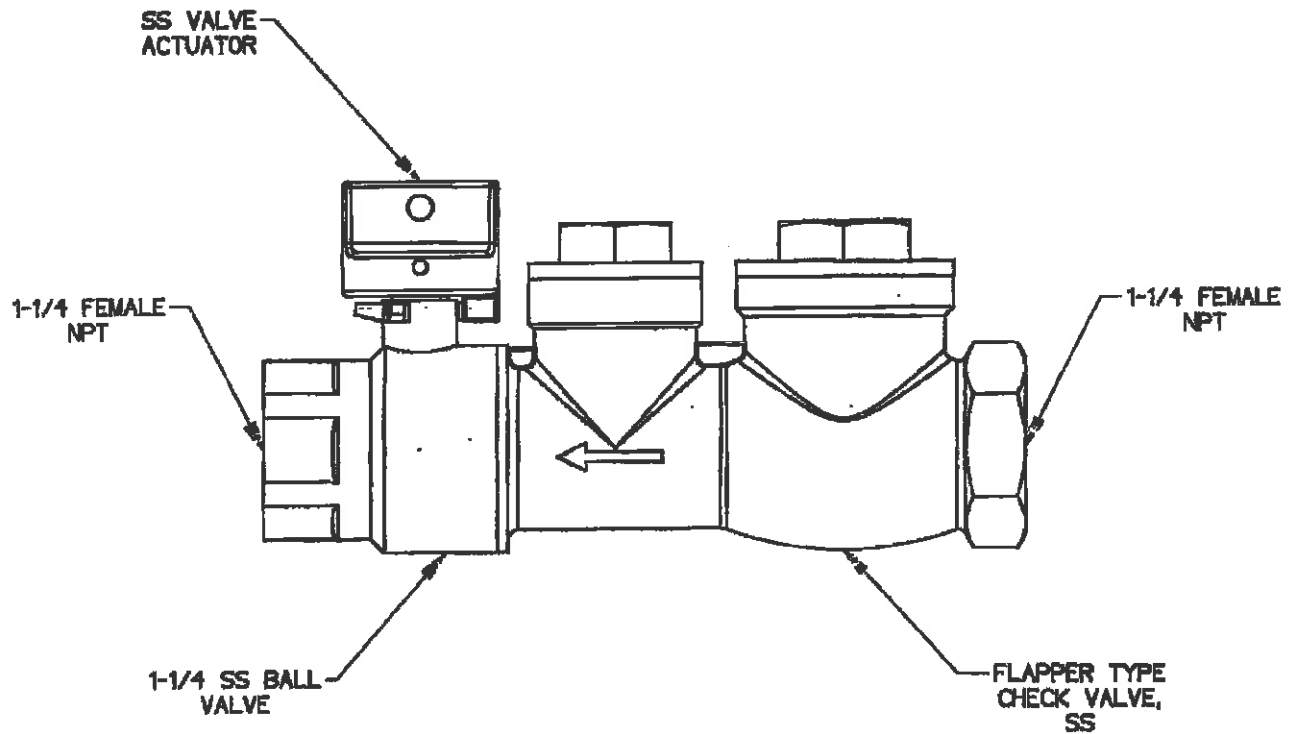
KIT PARTS ARE NOT ASSEMBLED

**NOTES:**

1. SS CURB STOP/CHECK VALVE AND FITTINGS ARE PROVIDED SEPARATELY, TO BE ASSEMBLED BY OTHERS
2. TO ASSEMBLE, APPLY A DOUBLE LAYER OF TEFLON TAPE, AND A LAYER OF PIPE DOPE (SUPPLIED BY OTHERS) TO THE THREADS ON THE PLASTIC FITTINGS AND INSTALL PER THE MANUFACTURER'S INSTRUCTIONS
3. ASSEMBLY IS TO BE PRESSURE TESTED (BY OTHERS)
4. ASSEMBLY IS TO BE USED WITH SDR11 HDPE PIPE
5. TO ORDER SS LATERAL KIT, USE PART NUMBER NC0193G01
6. CURB BOX IS TO BE ORDERED SEPARATELY, SEE ABOVE

SGS	DN	11/02/11	A	3/18
DR BY	CHK'D	DATE	ISSUE	SCALE
 <b>SEWER SYSTEMS</b>				
STAINLESS STEEL LATERAL KIT 1-1/4" SDR 11 HDPE PIPE				
NA0330P02				


**STAINLESS STEEL  
LATERAL ASSEMBLY  
NO FITTINGS**



PART IS A BALL VALVE CURB STOP WITH FEMALE PIPE THREADS,  
VALVE POSITION STOPS (OPEN/CLOSED), AND INTEGRAL CHECK VALVE  
MATERIAL: STAINLESS STEEL

PRESSURE RATING: 235 PSI

TO ORDER SS LATERAL, NO FITTINGS  
USE PART NUMBER NB0184P01

SGS	DN	09/20/11	-	3/16
DR BY	CHK'D	DATE	ISSUE	SCALE
 <b>SEWER SYSTEMS</b>				
STAINLESS STEEL LATERAL ASSEMBLY NO FITTINGS				
<b>NA0330P05</b>				

# DH152/DR152

## General Features

The model DH152 or DR152 grinder pump station is a complete unit that includes: two grinder pumps, check valve, HDPE (high density polyethylene) tank, controls, and alarm panel. A single DH152 or DR152 is ideal for up to four, average single-family homes and can also be used for up to 12 average single-family homes where codes allow and with consent of the factory.

- Rated for flows of 3000 gpd (11,356 lpd)
- 150 gallons (568 liters) of capacity
- Indoor or outdoor installation
- Standard outdoor heights range from 93 inches to 160 inches

The DH152 is the "hardwired," or "wired," model where a cable connects the motor controls to the level controls through watertight penetrations.

The DR152 is the "radio frequency identification" (RFID), or "wireless," model that uses wireless technology to communicate between the level controls and the motor controls.

## Operational Information

### Motor

1 hp, 1,725 rpm, high torque, capacitor start, thermally protected, 120/240V, 60 Hz, 1 phase

### Inlet Connections

4-inch Inlet grommet standard for DWV pipe. Other inlet configurations available from the factory.

### Discharge Connections

Pump discharge terminates in 1.25-inch NPT female thread. Can easily be adapted to 1.25-inch PVC pipe or any other material required by local codes.

### Discharge

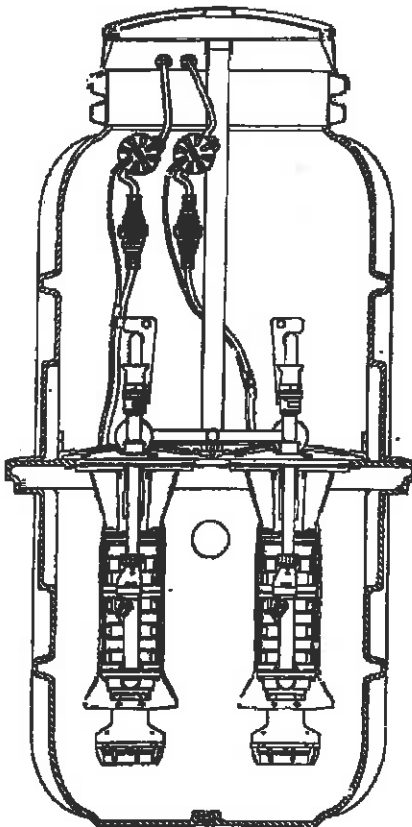
15 gpm at 0 psig (0.95 lps at 0 m)  
11 gpm at 40 psig (0.69 lps at 28 m)  
7.8 gpm at 80 psig (0.49 lps at 56 m)

## Accessories

E/One requires that the Uni-Lateral, E/One's own stainless steel check valve, be installed between the grinder pump station and the street main for added protection against backflow.

Alarm panels are available with a variety of options, from basic monitoring to advanced notice of service requirements.

The Remote Sentry is ideal for installations where the alarm panel may be hidden from view.



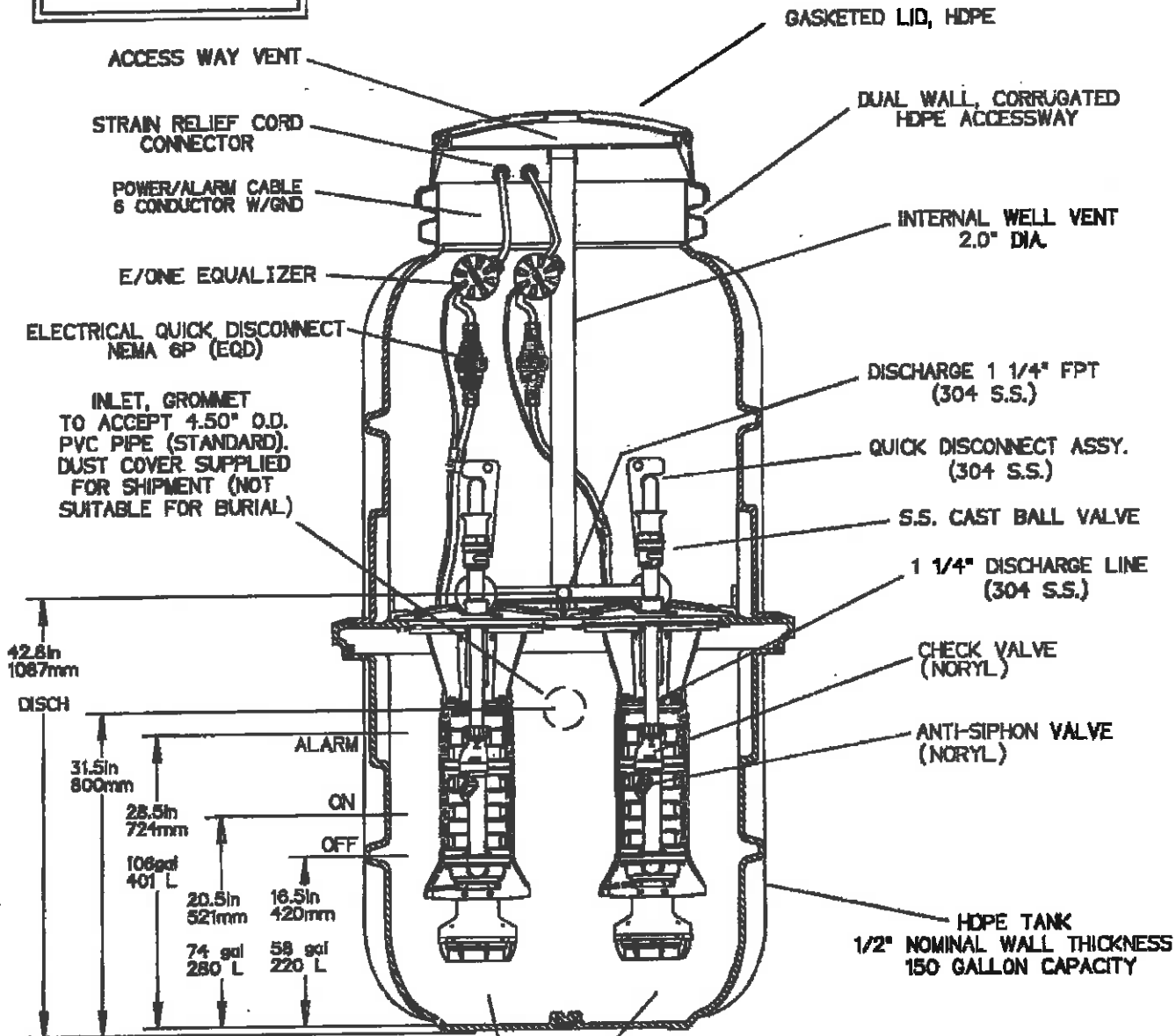
Patent Numbers: 5,752,315  
5,582,254 5,439,180

NA0052P01 Rev C



**OPTIONS :**  **DH152** (HARD WIRED LEVEL CONTROLS)  
 **DR152** (WIRELESS LEVEL CONTROLS)

FIELD JOINT REQUIRED FOR MODELS



SEMI-POSITIVE DISPLACEMENT TYPE PUMP EACH DIRECTLY DRIVEN BY A 1 HP MOTOR

CONCRETE BALLAST MAY BE REQUIRED SEE INSTALLATION INSTRUCTIONS FOR DETAILS

NOTE: DIMENSIONS ARE FOR REF ONLY



AD	CH	10/20/10	D	
DR BY	CHK'D	DATE	ISSUE	SCALE



MODEL DH152 / DR152  
 DETAIL SHEET

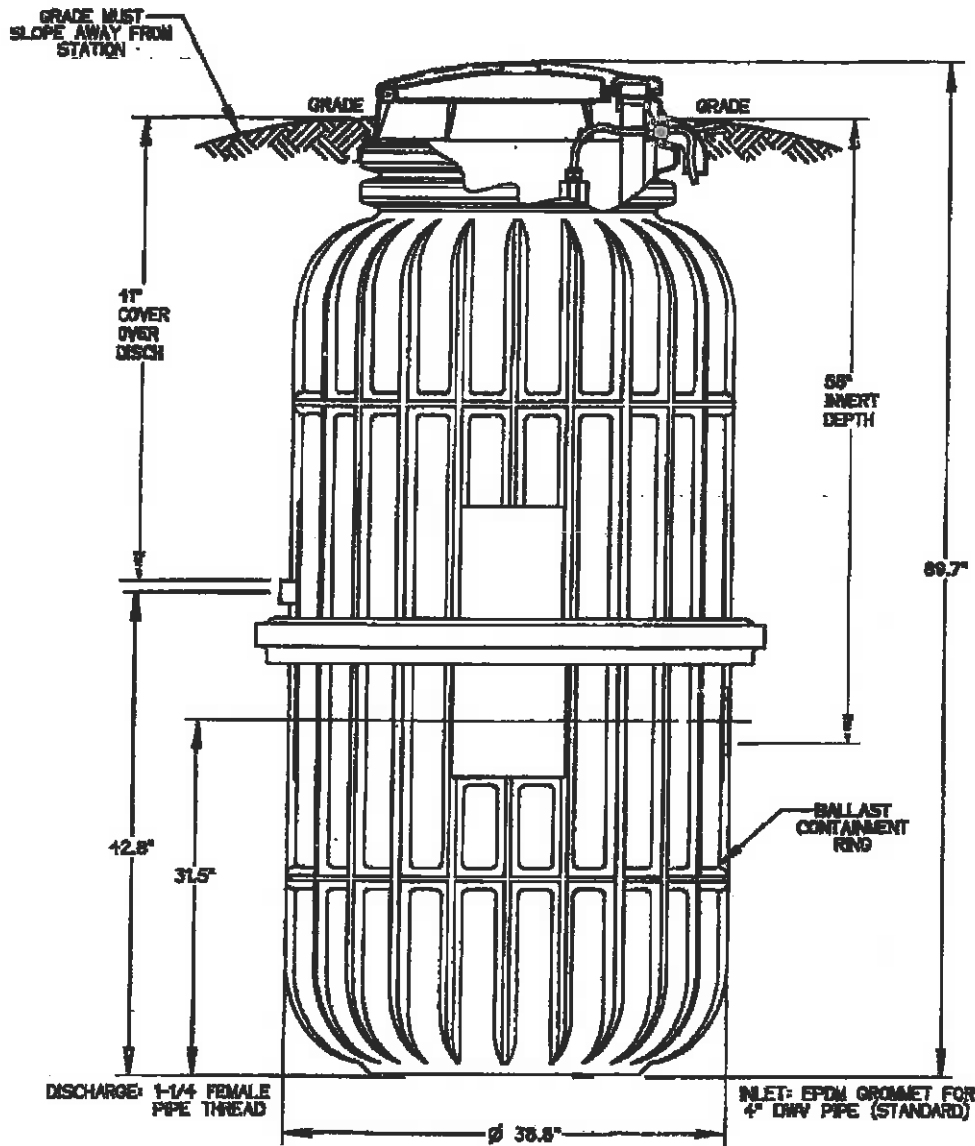
NA0052P02

OPTIONS :  DH152-93

(HARD WIRED  
LEVEL CONTROLS)

DR152-93

(WIRELESS  
LEVEL CONTROLS)



CONCRETE BALLAST MAY BE REQUIRED  
SEE INSTALLATION INSTRUCTIONS  
FOR DETAILS

NOTE: DIMENSIONS ARE FOR REF ONLY

AD	CAH	7/13/07	B	1/16
DR BY	CHK'D	DATE	ISSUE	SCALE

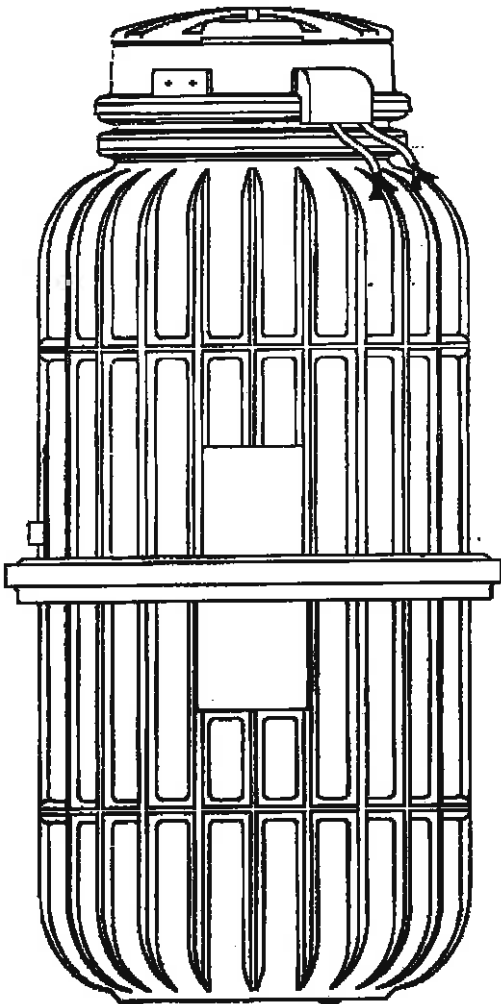


MODEL DH152-93 / DR152-93

NA0052P04

**EONE**  
**EXTREME**  
S E R I E S

---



## **DH152 & DR152**

### **Typical Installation Instructions & Warranty Information**

---

**Duplex Station  
150-Gal. Capacity**

EONE is proudly represented by:  
SIEWERT EQUIPMENT  
ATTN: WILL STRADLING  
244 1ST STREET  
TROY NY 12180  
(518) 272-3431

## **Environment One Grinder Pump Feature Identification**

- 1. GRINDER PUMP BASIN** – High density polyethylene (HDPE)
- 2. ACCESSWAY COVER** – HDPE
- 3. ELECTRICAL QUICK DISCONNECT (EQD)** – Cable from pump core terminates here.
- 4. POWER AND ALARM CABLE** – Circuits to be installed in accordance with local codes.
- 5. ALARM PANEL** – NEMA 4X enclosure. Equipped with circuit breakers. Locate according to local codes.
- 6. ALARM DEVICE** – Every installation is to have an alarm device to alert the homeowner of a potential malfunction. Visual devices should be placed in very conspicuous locations.
- 7. INLET** – EPDM grommet (4.5" ID). For 4.5" OD DWV pipe.
- 8. WET WELL VENT** – 2.0" tank vent, supplied by factory in units with accessways.
- 9. GRAVITY SERVICE LINE** – 4" DWV, (4.5" OD). Supplied by others.
- 9a. STUB-OUT** – 4" X 5' Long watertight stub-out, to be installed at time of burial unless the gravity service line is connected during installation. Supplied by others.
- 10. DISCHARGE VALVE** – 1-1/4" Female pipe thread.
- 11. DISCHARGE LINE** – 1-1/4" Nominal pipe size. Supplied by others.
- 12. CONCRETE ANCHOR** – See Ballast Calculations for specific weight for your station height. Supplied by others.
- 13. BEDDING MATERIAL** – 6" minimum depth, round aggregate (gravel). Supplied by others.
- 14. FINISHED GRADE** – Grade line to be 1 to 4 inches below removable lid and slope away from the station.
- 15. VENT** – Indoor installation. See section 6, Venting, on page 6.
- 16. VALVE** – Full ported ball valve. Recommended option, for use during service operations. Supplied by others.
- 17. CONDUIT** – 1" or 1-1/4", material and burial depth as required per national and local codes. Conduit must enter panel from bottom and be sealed per NEC section 300.5 & 300.7. Supplied by others.
- 18. UNION** – 1-1/4" or compression type coupling. Supplied by others. (Do not use rubber sleeve and hose clamp type coupling.)
- 19. VALVE** – Ball valve, must provide a full-ported 1-1/4" round passage when open. Supplied by others.
- 20. REBAR** – Required to lift tank after ballast (concrete anchor) has been attached, 4 places, evenly spaced around tank.

Figure 1a

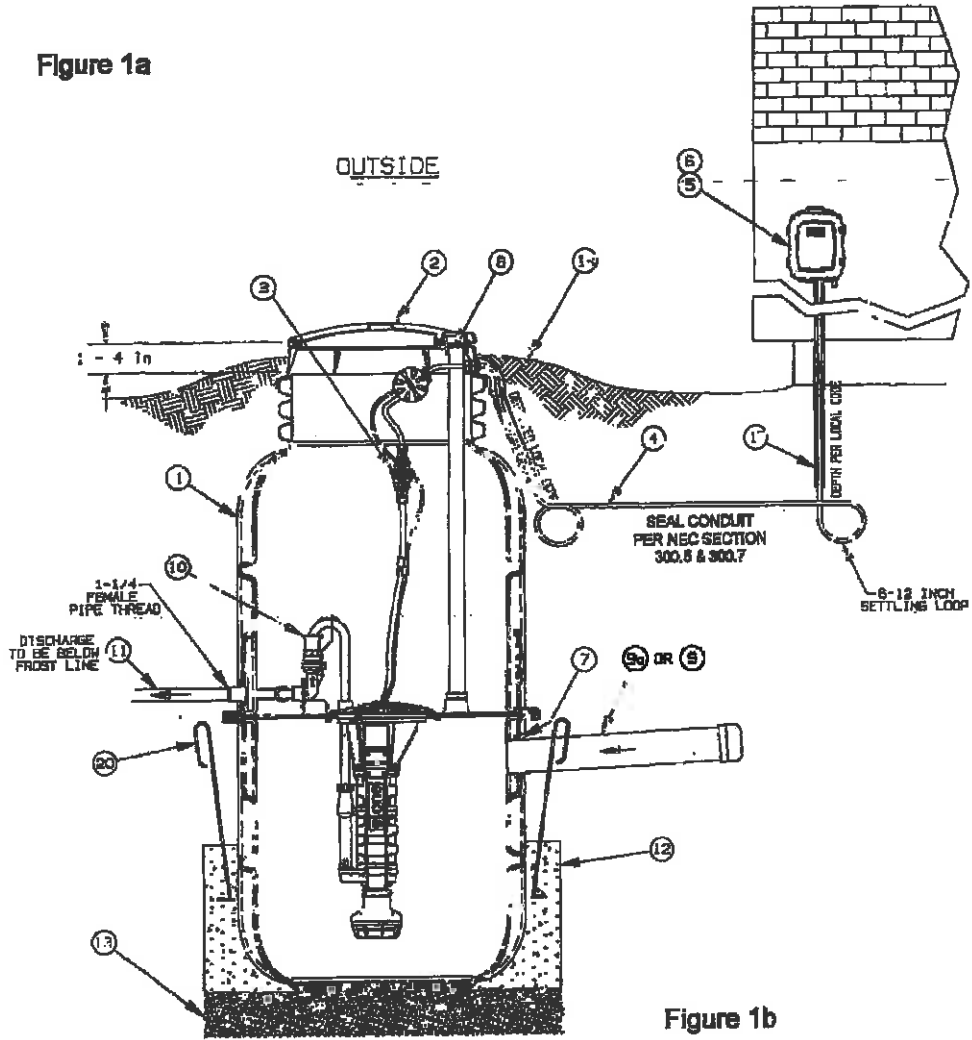
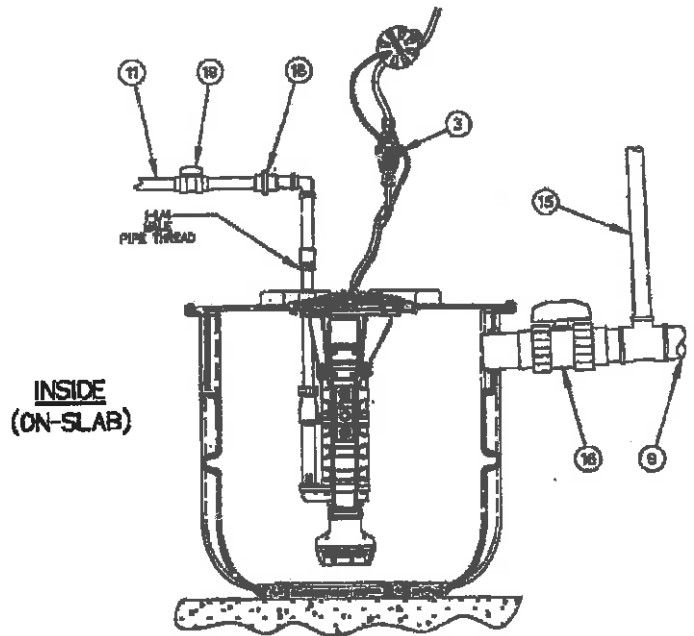


Figure 1b



**FAILURE TO COMPLY  
WITH INSTALLATION  
INSTRUCTIONS WILL  
VOID WARRANTY**

The Environment One grinder pump is a well-engineered, reliable and proven product; proper installation will assure years of trouble-free service. The following instructions define the recommended procedure for installing the grinder pump station. These instructions cover the installation of units with and without accessways.

This is a sewage handling pump and must be vented in accordance with local plumbing codes. This pump is not to be installed in locations classified as hazardous in accordance with National Electric Code, ANSI / NFPA 70. All piping and electrical systems must be in compliance with applicable local and state codes.

**1. REMOVE PACKING MATERIAL:** The User Instructions must be given to the homeowner. Hardware supplied with the unit, if any, will be used at installation.

**2. TANK INSTALLATION:** Lift the station using only the methods described on page 9, Lifting Instructions. The tank is supplied with a standard grommet for connecting the 4" DWV (4.50" outside dia.) incoming sewer drain. Other inlet types and sizes are optional (Caution: 4" DR-35 pipe has a smaller diameter and won't create a watertight joint with the standard grommet). Please confirm that you have the correct inlet before continuing. If a concrete ballast is attached to the tank, lift only by the lifting eyes (rebar) embedded in the concrete. Do not drop, roll, or lay tank on its side. This will damage the unit and void the warranty.

- If the tank has no accessway (Fig. 1b): (Indoor Installation): The pump may be installed on or in the basement floor (see Fig. 1b). If the tank is to be set on the floor, it must be a flat and level bearing surface. If the tank is to go into the basement floor, it must be anchored to prevent unit from floating due to high ground water (see Chart 1, page 12 for weight).

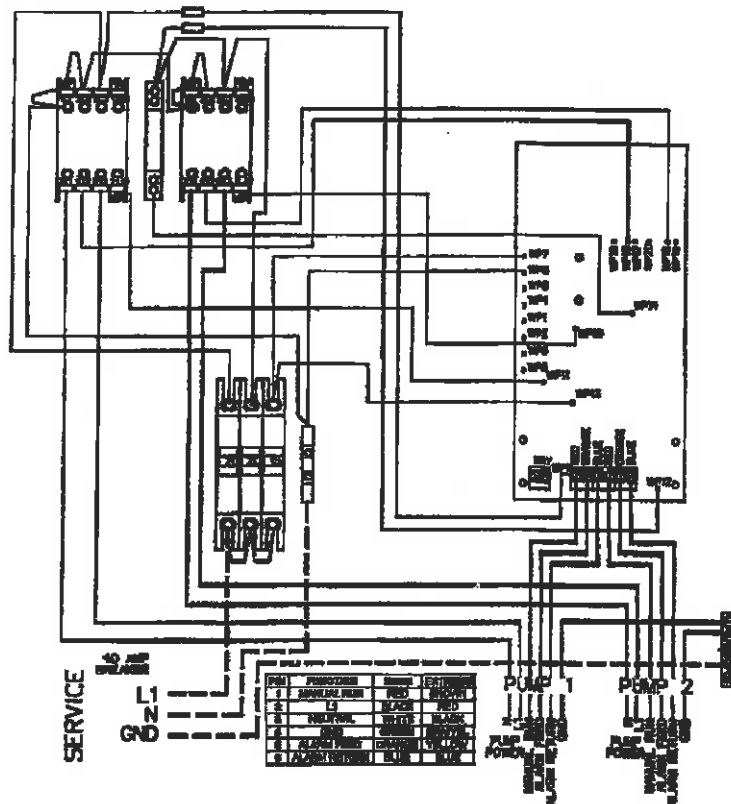
- If the tank is to go in the floor: A hole of the correct width and depth should be excavated. The tank must be placed on a 6" bed of gravel made up of naturally rounded aggregate, clean and free flowing, with particle size not less than 1/8" or more than 3/4" in diameter. The wetwell should

be leveled and filled with water prior to pouring the concrete to prevent the tank from shifting. If it is necessary to pour the concrete to a level above the inlet, the inlet must be sleeved with an 8" tube before pouring.

There must be a minimum clearance of three feet directly above the tank to allow for removal of the pump.

- If the tank has an accessway (Fig. 1a): Excavate a hole to a depth, so that the removable cover extends above the finished grade line. The grade should slope away from the unit. The diameter of the hole must be large enough to allow for a concrete anchor. Place the unit on a bed of gravel, naturally rounded aggregate, clean and

Figure 2a



## 120 VOLT DUPLEX WIRING

free flowing, with particles not less than 1/8" or more than 3/4" in diameter. The concrete anchor is not optional. (See Chart 1 on page 12 for specific requirements for your unit.)

The unit should be leveled and the wetwell filled with water to the bottom of the inlet to help prevent the unit from shifting while the concrete is being poured. The concrete must be vibrated to ensure there are no voids.

If it is necessary to pour the concrete to a higher level than the inlet, the inlet must be sleeved with an 8" tube before pouring.

If your unit is a model taller than 93" it may be shipped in two sections, requiring field assembly. See Field Joint

Assembly Instructions on page 8 for additional information.

**3. INLET PIPE INSTALLATION:** Mark the inlet pipe 3-1/2" from the end to be inserted. Inlet pipe should be chamfered and lubricated with a soap solution. Lubricate the inlet grommet with soap solution as well. Insert the pipe into the grommet up to the 3-1/2" mark. Inspect to ensure the grommet has remained intact and in place.

**4. DISCHARGE:** The use of 1-1/4" PVC pressure pipe Schedule 40 and polyethylene pipe SDR 11 or SDR 7 are recommended. If polyethylene is chosen, use compression type fittings to provide a smooth inner passage. It is recommended that a

Redundant Check Valve Assembly (E/One part no. NC0042GXX) be installed between the pump discharge and the street main on all installations. Never use a ball-type valve as a check valve. E/One recommends the valve be installed as close to the public right-of-way as possible. Check local codes for applicable requirements.

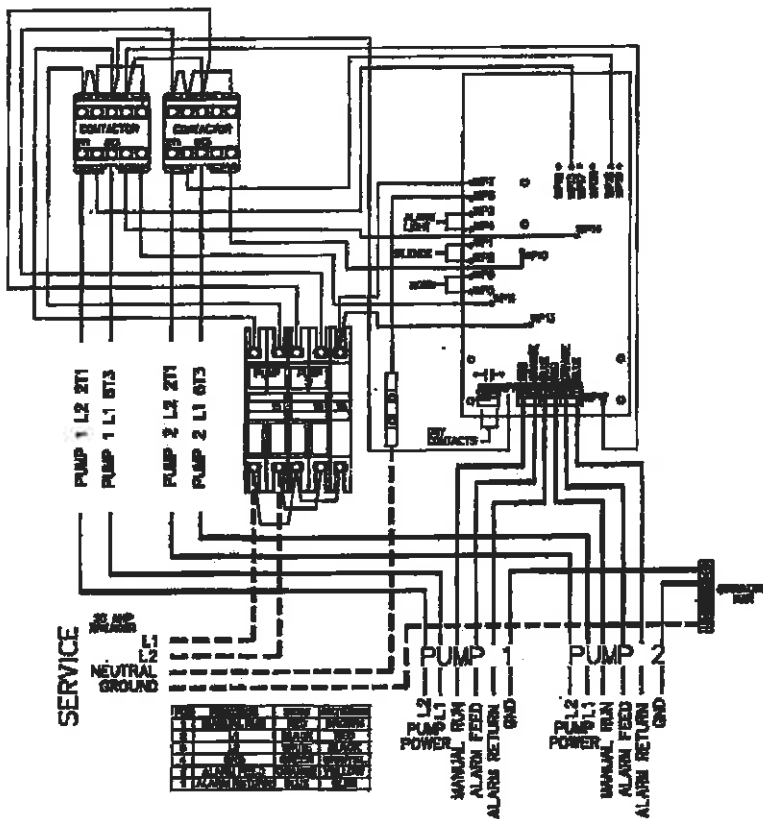
**CAUTION:** Redundant check valves on station laterals and anti-siphon/check valve assemblies on grinder pump cores should not be used as system isolation valves during line tests.

- **If the tank has no accessway: (Indoor Installation)** The discharge connection is a 1-1/4" male NPT. The discharge piping must incorporate a shut-off valve and a union with a minimum pressure rating of 160 psi, or a suitable piping disconnect to allow for removal of the pump core. The valve should be of the type that provides a full-ported passage (i.e. a ball or gate valve). A standard 1-1/4" union or a compression type coupling should be used as a disconnect joint.

- **If the tank has an accessway:** There is a ball valve and a quick disconnect pre-installed in the accessway. There is a 1-1/4" female NPT discharge connection on the outside of the tank 41" above the bottom of the tank.

**5. BACKFILL REQUIREMENTS:** Proper backfill is essential to the long term reliability of any underground structure. Several methods of backfill are available to produce favorable results with different native soil

Figure 2b



## 240 VOLT DUPLEX WIRING

conditions.

The recommended method of backfilling is to surround the unit to grade using Class I or Class II backfill material as defined in ASTM 2321. Class 1A and Class 1B are recommended where frost heave is a concern; Class 1B is a better choice when the native soil is sand or if a high, fluctuating water table is expected. Class I, angular crushed stone, offers an added benefit in that it needs minimal compaction. Class II, naturally rounded stone, may require more compactive effort, or tamping, to achieve the proper density.

If the native soil condition consists of clean, compactible soil with less than 12% fines, free of ice, rocks, roots, and organic material, it may be an acceptable backfill. Such soil must be compacted in lifts not to exceed one foot to reach a final Proctor Density between 85% and 90%. Non-compactible clays and silts are not suitable backfill for this or any underground structure such as inlet or discharge lines. If you are unsure of the consistency of the native soil, it is recommended that a geotechnical evaluation of the material be obtained before specifying backfill.

Another option is the use of a flowable fill (i.e., low slump concrete). This is particularly attractive when installing grinder pump stations in augured holes where tight clearances make it difficult to assure proper backfilling and compaction with dry materials. Flowable fills should not be dropped with more than 4 feet between the discharge

nozzle and the bottom of the hole because this can cause separation of the constituent materials.

**6. VENTING:** The unit must be properly vented to assure correct operation of the pump. If you have an indoor unit, it can be vented through the 2" port supplied at the top of the wetwell or through the incoming sewer line with a 2" pipe (the vent must be within 4 feet of the grinder pump, and before the first change of direction fitting).

The outdoor units are supplied with a vent pipe from the wetwell to the top of the accessway. Failure to properly vent the tank will result in faulty operation and will void the warranty.

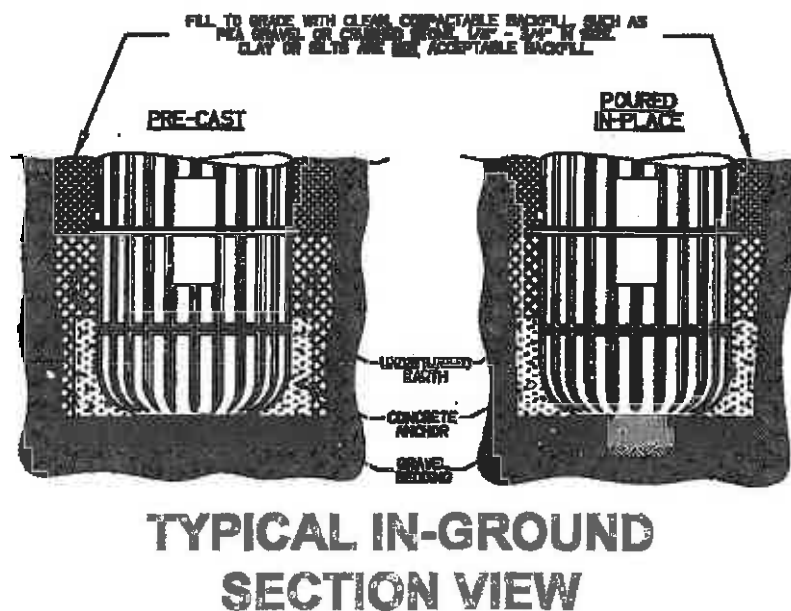
**7. ELECTRICAL CONNECTION: (Supply panel to E/One Alarm Panel)** Before proceeding, verify that the service voltage is the same as the motor voltage shown on the name plate. An alarm

device is to be installed in a conspicuous location where it can be readily seen by the homeowner. An alarm device is required on every installation. There shall be no exceptions.

Wiring of supply panel and alarm panel shall be per Figures 2a and 2b, alarm panel wiring diagrams and local codes. A dedicated 30 amp breaker is required before a 240V duplex alarm panel, and a dedicated 40 amp breaker is required before a 120V duplex alarm panel.

**8. ELECTRICAL CONNECTION: (Pump to Panel) (Fig. 4)** The grinder pump station is provided with a cable for connection between the station and the alarm panel (supply cable). The supply cable is shipped inside the station with a small portion fed through the cable connector mounted on the wall of the fiberglass shroud. The supply cable, a six conductor tray cable, meets

Figure 3





NEC requirements for direct burial as long as a minimum of 24" burial depth is maintained. Those portions of the cable which have less than 24" of cover must be contained in suitable conduit. This includes the vertical portion dropping to a 24" depth at the station and the length rising out of the ground at the control panel.

**NOTE:** Wiring must be installed per national and local codes. Conduit must enter panel from bottom and be sealed per NEC section 300.5 & 300.7.

8a. Installing E/One supply cable:

1) Open the lid of the station. Locate the cable and the feed-thru connector on the wall of the shroud. If the station has a field joint and was delivered in two pieces, be sure both halves of the EQD are securely assembled together. Loosen the nut on the connector and pull the supply cable out through the connector until it hits the

crimped-on stop feature on the cable, approximately 24" from the EQD. **\*\*IMPORTANT: All but 24" of the cable must be pulled out of the station, and the EQD and Equalizer should be hung as high in the station as possible to ensure that the pump functions properly. Do not leave the excess cable in the station.**

2) Retighten the nut. This connection must be tight or ground water will enter the station.

3) Feed the wire through the length of conduit (contractor provided), which will protect it until it is below the 24" burial depth.

4) Position the conduit vertically below the cable connector along side of the station reaching down into the burial depth. Attach the small guard (protective shroud) provided with the station to protect the exposed cable where it enters the station. Four self-tapping screws are

provided.

5) Run the cable underground, in a trench or tunnel, to the location of the alarm panel. Leave a 6- to 12-inch loop of cable at each end to allow for shifting and setting. Connections made at the panel are shown in Figures 2a and 2b.

9. **DEBRIS REMOVAL:** Prior to start-up test procedure, the core must be removed and the incoming sewer line flushed to force all miscellaneous debris into the tank. Next, all liquid and debris must be removed. Once tank is clean, reinstall the pump and proceed with the test.

10. **TEST PROCEDURE:** When the system is complete and ready for use, the following steps should be taken to verify proper pump and high level alarm operation:

a) Make sure that the discharge shutoff valve is fully open. This valve must not be closed when the pump is operating. In some installations there may be a valve, or valves, at the street main that must also be open.

(Ignore all Trouble indications, LEDs and/or messages until the panel is reset at the end of this procedure.)

**For model DH152:**

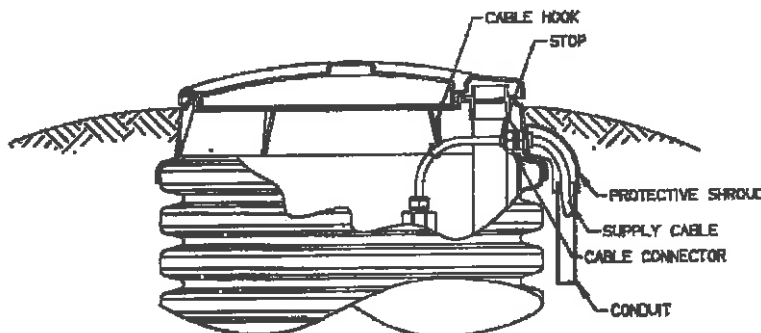
b) Turn on the alarm breaker.  
c) Fill tank with water until the high level alarm turns on. Shut off water.

d) Turn on pump breaker; the pump should turn on immediately. Verify that the high level alarm turns off and then the pump turns off. Proceed to Step E.

**For model DR152:**

b) Fill tank with 100 gallons of

Figure 4



Power at the station must not drop below 10% of nameplate voltage. Maximum Recommended Length:  
120 Volt 80' (min. voltage at pump — 108V)  
240 Volt 150' (min. voltage at pump — 216V)  
Consult factory for longer lengths

## TYPICAL SUPPLY CABLE CONFIGURATION

water.

c) Turn on pump and alarm breakers; the pump and high level alarm should turn on immediately.

d) Verify that the high level alarm turns off and then the pump turns off.

e) Clear/Reset the alarm panel:

Sentry and T260 panels:  
Reset is not required.

Protect Panel: Turn pump and alarm breakers off and back on simultaneously.

Protect Plus Panels: Perform a "cold start" from the Initialize System menu. Any user setting that were previously chosen will not be reset.

f) If any Trouble or alarm conditions are indicated after the panel is reset, contact your local service provider.

# Field Joint Assembly Instructions

**IT IS EXTREMELY IMPORTANT THAT THE JOINT IS SEALED PROPERLY BEFORE BACKFILLING. EXCAVATING A UNIT FOR REPAIR IS VERY EXPENSIVE AND CAN BE EASILY AVOIDED BY USING PROPER CAUTION DURING THE FOLLOWING PROCEDURE.**

Parts included in Field Joint Kit:  
Identify all parts before proceeding with installation.

- (16) 3/8-16 x 1-1/2 long screws
- (16) 3/8-16 Elastic Stop Nuts
- (32) Flat Washers
- (1) Length Sealant (Sika) Tape
- (1) Hole Punch
- (1) Vent Pipe Extension

1) Carefully clean and dry both accessway flanges with solvent. **IMPORTANT: Sealing surfaces must be dry to ensure the sealant adheres correctly.**

2) Starting at one hole of tank flange, apply two layers of Sika Tape around the inside half of the flange. Align the outside edge of the tape with the bolt circle. Move to the adjacent hole and apply one layer of Sika Tape around the outside of the flange. Align inside of tape with the bolt circle. Remove the backing paper as you lay the adhesive on the flange. Do not stretch Sika tape during application; it may result in a leak. The tape should overlap at the end by approximately 1/2 inch, as shown in Fig. 5a. If a section of Sika Tape is misapplied, the bad section may be cut out and replaced. Cut away the poorly laid portion cleanly with a knife and be sure to overlap the tape at each end about 1/2 inch.

3) Using the tool provided, punch a hole through the tape at each of the 16 existing bolt holes in the flange. Be careful to keep the exposed sealant clean and dry.

4) Insert three of the sixteen 3/8-16 x 1-1/2" long bolts, with a flat washer, into the flange attached to the upper part of the accessway. These will act as guides while

aligning the bolt pattern of the two flanges.

5) Support the upper accessway section a few inches over the tank, making sure to align the vent port in the lid with the vent pipe in the tank. Once aligned, lower the upper section onto the mating flange using the three bolts to guide it to the proper position. See Fig. 5b.

6) Insert the remaining 13 bolts with flat washers into the flanges. Place a flat washer and elastic stop nut on the end of each bolt, turning the nut on just enough to hold the washer in place.

7) Tighten the bolts until the sealant begins to squeeze out from between the flanges. To ensure a consistent, sturdy seal, tighten them in the following sequence: 1, 9; 5, 13; 3, 11; 7, 15; 2, 10; 4, 12; 6, 14; 8, 16. Always be sure to tighten one bolt and then the bolt at the position 180° from it; see Fig. 1 for position

numbers.

8) Using the same sequence as in Step 7, tighten each bolt to 60 in-lbs. Visually inspect the joint, each bolt and each nut should have a flat washer between it and the flange, and a uniform amount of sealant should be protruding from the seam along the entire perimeter.

In the event that there are any voids in the sealant, the joint may leak. Take corrective actions if necessary and be sure that the joint is leak free before continuing.

9) Install the vent pipe extension piece, which was shipped inside the upper piece of the accessway. Push the extension pipe into the bell mouth fitting on the pipe installed in the wet well tank. Be sure the pipe is seated correctly. Slide the top end of the extension pipe into the receptacle on the bottom of the lid.

Figure 5a

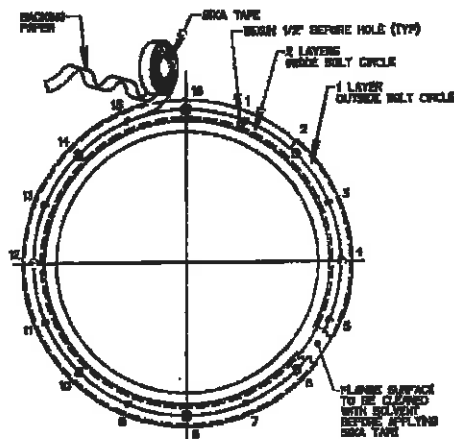
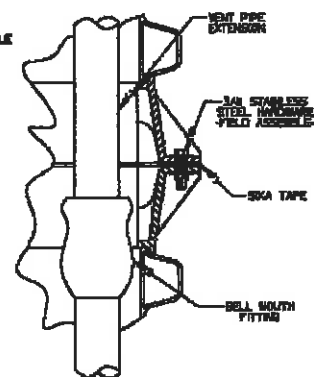
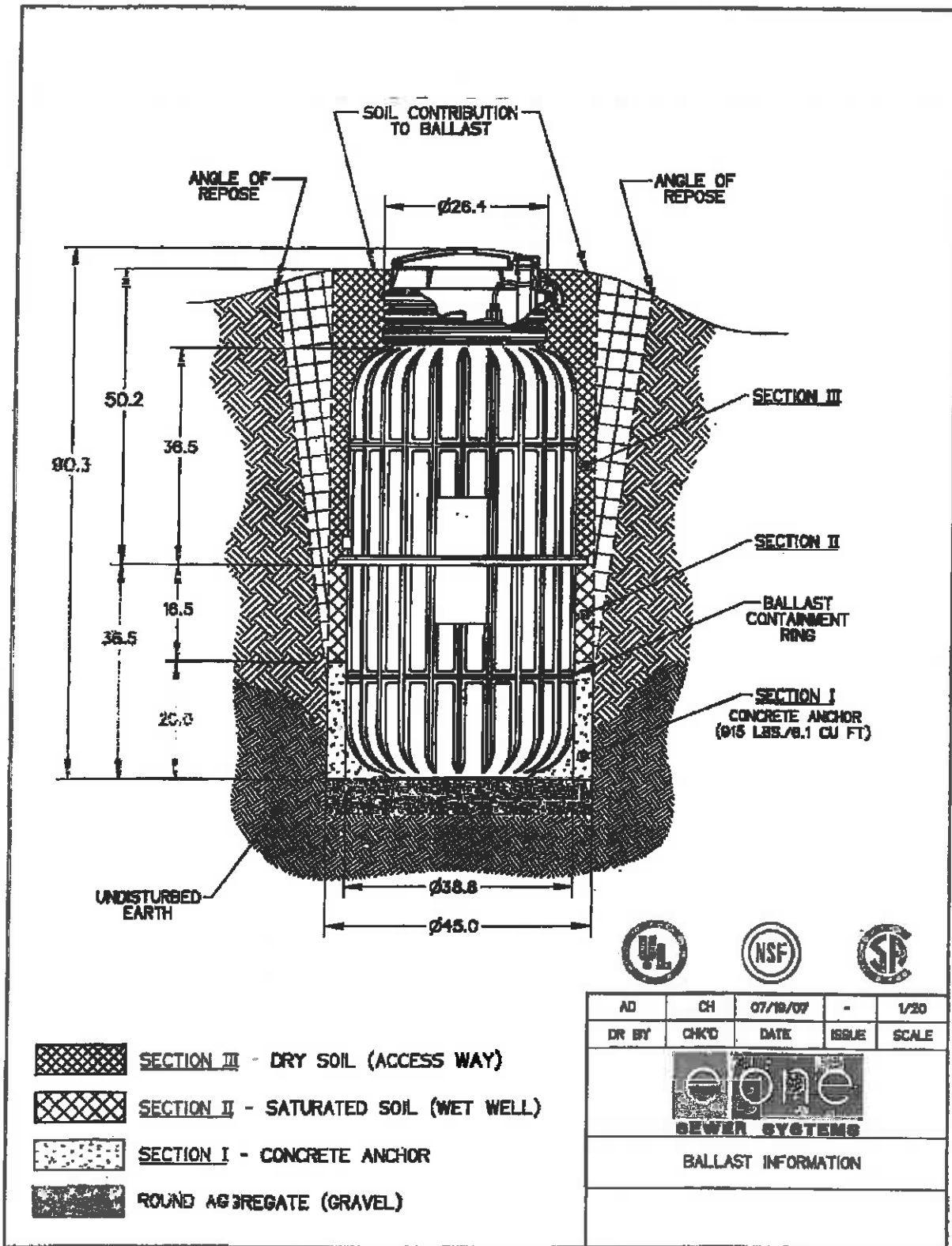


Figure 5b





# Adjusting the Height of the Grinder Pump Station

## TO INCREASE STATION HEIGHT 6 INCHES

1. Increasing station height can be done without cutting the station. Use the E/One Extender cover shroud kit (ND0082G01) and follow the instructions that are included with the kit.

## TO INCREASE STATION HEIGHT MORE THAN 6 INCHES or TO REDUCE THE STATION HEIGHT:

### REMOVE EXISTING COVER ASSEMBLY (Fig. 6)

If your existing station has a welded-on cover shroud you will need the appropriate replacement cover kit (see Table 2, page 15).

1. Turn off all power to the grinder pump station.
2. Remove the tank lid and the electrical shroud.
3. Unplug the electrical quick disconnect (EQD) and remove the EQD from the supply cable. *Note: DO NOT CUT CABLE.* Loosen liquid tight cable connector and pull the supply cable out through the connector on the side of tank.

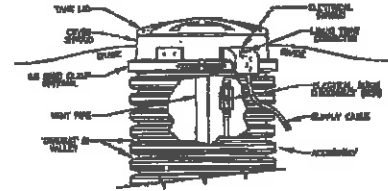


Figure 6

4. Tape the pump breather cable to the vent pipe in the tank.
5. Remove the soil around the tank, exposing three of the tank corrugations below grade. Use caution not to damage buried cable.

6. Remove existing cover shroud.

6a. Welded-on shroud (standard) - Using a hand saw, cut the tank in the valley between the two corrugations at grade, discard existing welded-on shroud and attached corrugations (shroud is not to be reused). *Caution: Be careful not to cut either the vent pipe or the pump breather cable.*

6b. Clamped-on shroud - Remove band clamp and cover shroud.

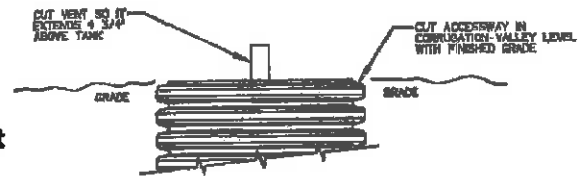


Figure 7

### REDUCING STATION HEIGHT (Fig. 7)

7. Using a hand saw, cut the tank in the valley between the two corrugations at grade.
8. Cut vent pipe 4 3/4" above the cut made on the tank. *Proceed to step 16.*

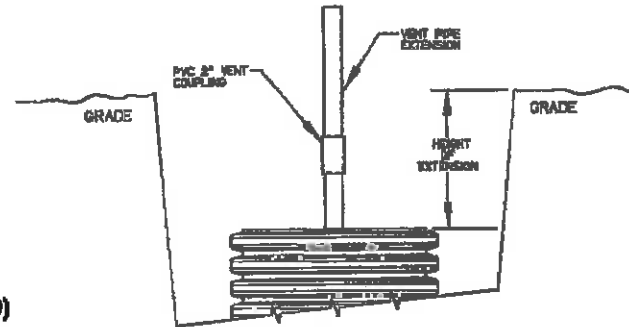


Figure 8

### INCREASING STATION HEIGHT (Fig. 8 and Fig. 9)

9. Remove the soil around the tank exposing it 18" deeper than the extension being installed. For example, if you have a 2' extension (not including the coupler) you must dig down 3'6" minimum from grade; if you have a 4' extension (not including the coupler) you must dig down 5'8" minimum from grade. Use caution not to damage buried cable.

10. Measure from grade down 2' (for a 2' extension) or 4' (for a 4' extension) and mark accessway. Using a hand saw, cut the tank in the valley between the two corrugations that are closest to your mark. *Note: Make sure the welded-on shroud of the extension will be at grade level. Be sure you are not cutting into the wet well and you must have two corrugations below your cut, if there are less than two corrugations, this extension kit can not be used.*

*Caution: Be careful not to cut either the vent pipe or the pump breather cable.*

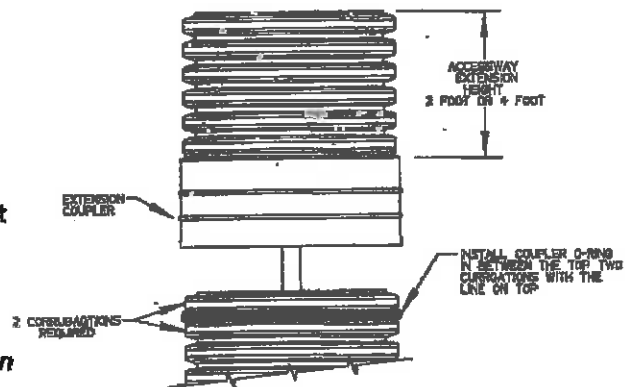


Figure 9

11. Attach the vent pipe extension with the 2" vent coupling, bringing the vent well above grade.
12. Clean all dirt and debris from top four corrugations on tank. Install the 24" coupler O-ring on the tank between the top two corrugations with the white or yellow line facing out and on top.
13. Lube extension coupler and coupler O-ring with pipe lube or dish soap.
14. Manually press coupling evenly over lubricated O-ring. If additional force is needed, place a plywood cover over the accessway and apply gentle mechanical pressure to the coupler. *Note: Care must be used when pushing down on the coupler. Excessive force or impact may result in damage and leakage.*
15. Frequent visual inspections during installation must be performed to determine when the tank has fully engage the coupler.

**INSTALL REPLACEMENT COVER ASSEMBLY (Fig. 10)**

16. Clean top corrugation on accessway extension and mating surface of replacement shroud with acetone.
17. Liberally apply the silicone sealer provided to the under side of the replacement shroud where it will come in contact with the accessway extension.
18. Lube wet well vent grommet and vent pipe extension with pipe lube, non-grit hand cleaner or dish soap and slide vent pipe through grommet until tank shroud seats to accessway.
19. Place SS band clamp around top corrugation and the replacement shroud. Tap with a mallet around clamp to help seat the clamp. Torque stud assembly on band clamp to a maximum 125 inlb.

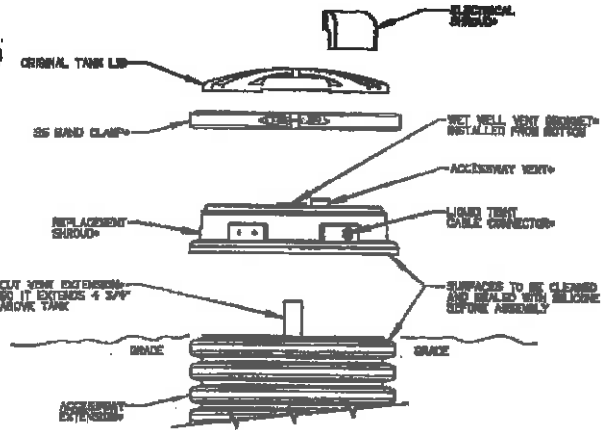


Figure 10

20. Reinstall the supply cable, EQD\*\*, tank lid and electrical shroud and tighten cable connector. (\*\*See "EQD wiring order," Table 1)
21. Follow start-up procedures to ensure proper pump operation (you will find the start-up instructions in our service manual or the station installation instruction guide).

**\*\*EQD wiring order**

PIN #	COLOR
1	Brown
2	Red
3	Black
4	Gm/Yellow
5	Yellow
6	Blue

Table 1

Table 2

DESCRIPTION	PART NO.
Simplex station	NC0022G15
Simplex, flood plain config	NC0022G16
Duplex station	NC0022G17
Duplex, flood plain config	NC0022G18

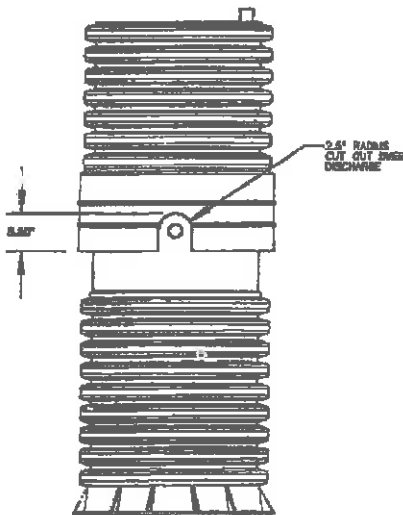


Figure 11

**NOTE: IF EXISTING ACCESSWAY HAS ONLY 2 CORRUGATIONS (Fig. 11)**

- If the coupler will not engage completely because the discharge piping is in the way, and it doesn't have a cut out, you will need to cut a slot in the coupler.

- Using a hand, reciprocating or hole saw, cut an arch in the coupler; the cut-out is not to exceed 5.50" tall or 5.00" wide.

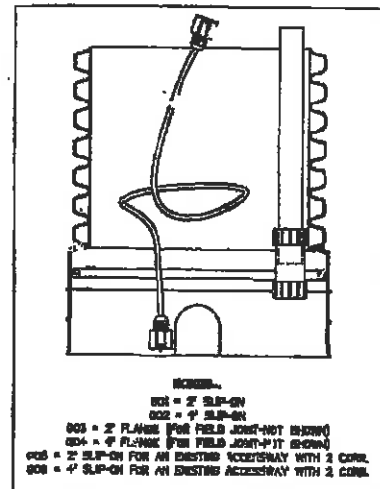


Figure 12



*A Precision Castparts Company*

---

**Environment One Corporation  
2773 Balltown Road  
Niskayuna, New York 12309-1090**

**Voice: (01) 518.346.6161  
Fax: 518.346.6188**

**[www.eone.com](http://www.eone.com)**

**NA0063P01 Rev E  
4/13**

# User Instructions for the Environment One Grinder Pump

## General Information

Your home is served by a low pressure sewer system; the key element is an Environment One grinder pump. The tank collects all solid materials and wastewater from the house. The solid materials are then ground to a small size suitable for pumping as a slurry with the wastewater. The grinder pump generates sufficient pressure to pump this slurry from your home to the wastewater treatment receiving line and/or disposal plant.

This device complies with Part 15 of the FCC rules. Operation is subject to the following two conditions: 1) this device may not cause harmful interference; and 2) this device must accept any interference received, including interference that may cause undesired operation. Any changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate this equipment.

## Care and Use of your Grinder Pump

The Environment One grinder pump is capable of accepting and pumping a wide range of materials, and an extensive grind test is required in order to obtain NSF approval. However, regulatory agencies advise that the following items should not be introduced into any sewer, either directly or through a kitchen waste disposal unit:

Glass	Seafood shells	Diapers, socks, rags or cloth	Syringes
Cotton swabs	Personal/cleaning wipes & sponges	Disposable toothbrushes	Latex/vinyl items
Metal	Plastic objects (toys, utensils, etc.)	Kitty litter	Dental floss
Aquarium gravel	Sanitary napkins or tampons	Cigarette butts	

**Caution: Kitchen garbage disposals do not keep grease/oil out of the plumbing system**

In addition, you must never introduce into any sewer:

Explosives	Strong chemicals	Lubricating oil and/or grease
Flammable material	Gasoline	

Items introduced into the sewer system from your home can potentially impact the water environment. Proper disposal of household wastes such as window cleaners, unused/expired pharmaceuticals, paint thinners, fats, fruit labels, etc. is important. For more information, visit <http://www.wef.org>.

## Periods of Disuse

If your home or building is left unoccupied for longer than a couple of weeks, perform the following procedure:

**Purge the System.** Run clean water into the unit until the pump activates. Immediately turn off the water and allow the grinder pump to run until it shuts off automatically.

**Duplex Units.** Special attention must be taken to ensure that both pumps turn on when clean water is added to the tank.

**Caution: Do not disconnect power to the unit**

## Power Failure

Your grinder pump cannot dispose of wastewater without electrical power. If electrical power service is interrupted, keep water usage to a minimum.

## Pump Failure Alarm

Your Environment One grinder pump has been manufactured to produce an alarm signal (120 volt) in the event of a high water level in the basin. The installer must see that the alarm signal provided is connected to an audible and/or visual alarm in such a manner as to provide adequate warning to the user that service is required. During the interim prior to the arrival of an authorized service technician, water usage must be limited to the reserve capacity of the tank.

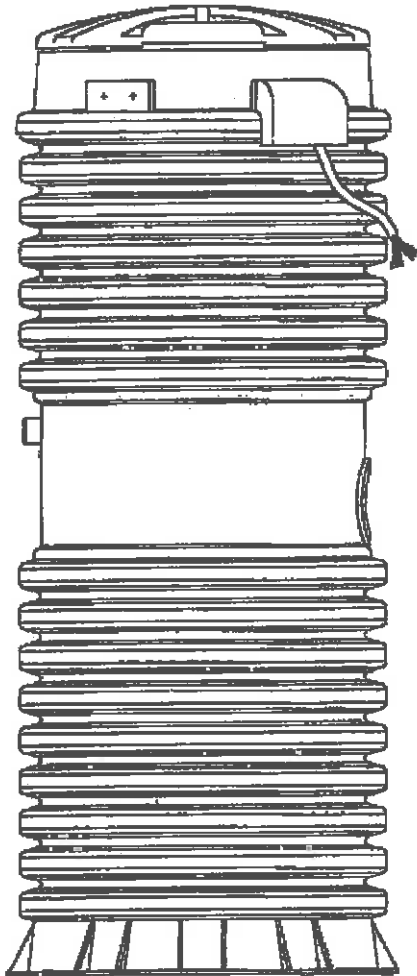
**For service, please call your local distributor:**





## Limited Warranty

For E/One Extreme D-Series,  
W-Series & Upgrade



Environment One Corporation offers a limited warranty that guarantees its product to be free from defects in material and factory workmanship for a period of two years from the date of installation, or 27 months from the date of shipment, whichever occurs first, provided the product is properly installed, serviced and operated under normal conditions and according to manufacturer's instructions. Repair or parts replacement required as a result of such defect will be made free of charge during this period upon return of the defective parts or equipment to the manufacturer or its nearest authorized service center.

Model Number: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Installation Date: \_\_\_\_\_



2773 Balltown Rd • Niskayuna NY USA 12309  
(01) 518.346.8161 • [www.eone.com](http://www.eone.com)

# **Appendix B**

## **Opinion of Costs**

Curtis Lumber

OPINION OF COSTS FOR SANITARY  
SEWER IMPROVEMENTS  
CURRENT DATE: November 15, 2019

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
SANITARY SEWER SYSTEM				
Flushing Vault	1.0	EA	\$1,500.00	\$1,500
1.25" HDPE DR-11 Force main	225.0	LF	\$100.00	\$22,500
E-One Duplex Grinder Station	1.0	LS	\$10,000.00	\$10,000
Connection to Existing Force Main	1.0	EA	\$1,000.00	<u>\$1,000</u>
				\$35,000
Engineering Services (15%)				\$5,250
Legal Services (7%)				\$2,450
Administratives (5%)				<u>\$1,750</u>
				\$44,450
			<b>TOTAL PROJECT COST=</b>	<b>\$44,450</b>

PREPARED BY: Advance Engineering & Surveying PLLC

# **Appendix C**

## **Legal Description & Map**

**Description**  
**Sewer District #6**  
**Sanitary Sewer Extension No. 3**  
**Lands now or formerly of Parkview at Ticonderoga LLC**

All that tract or parcel of land situate, lying in the Town of Schodack, County of Rensselaer, State of New York, (being tax map parcel 189.00-4-1) on the easterly side of Columbia Turnpike (Routes 9 & 20) and being shown on a plan titled "Map of Survey showing Boundary and Topography, prepared for Curtis Lumber Company, Inc.", dated December 14, 2011, as prepared by W.J. Rourke, P.L.S. and being more particularly bounded and described as follows:

Beginning at a point in the easterly highway boundary of Columbia Turnpike (Routes 9 & 20) at its intersection with the division line between lands now or formerly of Center Square Properties LLC on the north and lands now or formerly of Parkview at Ticonderoga LLC on the south; thence from said point of beginning along said division line North 67°-54'-57" East, 182.87 feet to a point in the division line between lands of the aforementioned Parkview at Ticonderoga LLC on the west and south and lands now or formerly of Schodack Realty Associates LLC on the east and north; thence along said division line South 24°-06'-00" East, 100.06 feet to a point and North 67°-54'-57" East, 562.35 feet to a point in the division line between lands of the aforementioned Parkview at Ticonderoga LLC on the west and north and lands of the People of the State of New York (Interstate Route 90) on the east and south; thence along said division line the following three (3) courses and distances:

- 1) South 02°-27'-14" East, 426.13 feet to a point; thence
- 2) South 03°-49'-49" West, 676.77 feet to a point; thence
- 3) North 88°-41'-10" West, 259.67 feet to a point in the aforementioned easterly highway boundary of Columbia Turnpike (Routes 9 & 20); thence along said easterly highway boundary the following three (3) courses and distances:
  - 1) North 25°-32'-46" West, 348.09 feet to a point; thence
  - 2) North 27°-25'-11" West, 562.32 feet to a point; thence
  - 3) North 21°-02'-24" West, 99.64 feet to the point and place of beginning.



# **Appendix D**

**Town of Schodack Sewer User Regulations (Partial)**

**And**

**One-Time Connection Fee Estimate**

The design, material and construction methods shall conform to the applicable sections of the current editions and subsequent revisions of the following documents. These documents may be reviewed at the Department.

A. Recommended Standards for Wastewater Facilities, Great Lakes — Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers.

B. Rural Sewage Disposal, Rensselaer County Department of Health.

C. Articles II and IX, Sanitary Code of Rensselaer County.

D. Parts 74 and 75, New York State Department of Health Regulations, 40 NYCRR.

E. Design Standards for Wastewater Treatment Works, Intermediate Sized Sewerage Facilities, New York State Department of Environmental Conservation.

F. Individual Residential Wastewater Treatment Systems Design Handbook, New York State Department of Health.

G. Design and Construction of Sanitary and Storm Sewers, Manual of Practice No. 8, Water Pollution Control Federation.

H. Standard Methods for the Examination of Water and Sewage, Published by the American Public Health Association.

**§ 174-17 Public safety.**

**§ 174-18 Permit required.**

No unauthorized person shall uncover, make any connections with or openings into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Department.

**§ 174-19 Separate service lines required.**

Separate and independent service lines shall be provided for every applicant.

**§ 174-20 Use of old service lines.**

Old service lines may be used in connection with new applicants only when they are found, on examination and tested by the Department, to meet all requirements of this chapter. This examination may require exposing of the old line by excavation, which will be furnished and paid for by the applicant.

**§ 174-21 Service line specifications.**



A.

The service lines shall be cast-iron soil pipe (hub and spigot), ASTM Specification A74 (1979) or other suitable material approved by the Department. Joints shall be tight and waterproof. If installed in filled or unstable ground, the service line shall be of cast-iron soil pipe or approved nonmetallic material and shall be laid on a suitable concrete bed or cradle as approved by the Department.

B.

The size and slope of the service line shall be subject to the approval of the Department, but in no event shall the diameter be less than four inches. The slope of such four-inch pipe shall not be less than 1/4 inch per foot. The slope of a six-inch pipe shall be not less than 1/8 inch per foot.

C.

Whenever possible, the service line shall be brought to the structure at an elevation below the basement floor. No service line shall be laid parallel to and within three feet of any bearing wall, which might thereby be weakened. The depth shall be sufficient to afford protection from frost. The service line shall be laid at uniform grade and in straight alignment. Changes in direction shall be made only with properly curved pipe and fittings and with approval of the Department. Accessible cleanouts may be required by the Department in cases of sharp alignment changes or extremely long runs of pipe.

D.

For applicants in which any service line is too low to permit gravity flow to the public sewer, sanitary sewage carried by such service line shall be lifted by approved mechanical means and discharged to the service line. The mechanical means shall be owned and maintained by the applicant, meet all applicable specifications and be approved by the Department.

**§ 174-22 Prohibited connections.**

The applicant shall not make connection of roof downspouts, foundation drains, cellar drains, areaway drains, building drains or other sources of surface runoff or groundwater to a service line or drain which in turn is connected directly or indirectly to a public sewer.

**§ 174-23 Excavation requirements.**

All excavations required for the installation of a service line shall be open trench work unless otherwise approved by the Department. Pipe laying and backfill shall be performed in general accordance with the latest version of ASTM Specification C12, C13, the Manual of Practice No. 37, Design and Construction of Sanitary and Storm Sewers (ASCE), and in full accordance with local building codes, except that no backfill shall be placed until the work has been inspected and approved by the Department.

**§ 174-24 Joints.**

A.

All joints and connections shall be made gastight and watertight in accordance with the applicable specifications.

**B.**

Hub and spigot joints shall be furnished in patterns and sizes in accordance with ASTM A-74.

**§ 174-25 Connection to service line.**

The connection of the service line into an existing public sewer shall be made at the property line, or, if a service line connection has not previously been provided, the service line will be connected to the existing public sewer. The cost of constructing and maintaining the service line from the public sewer to the property line will be at the district's expense. The cost of constructing and maintaining the service line from the property line to the structure will be at the applicant's expense. All costs and expense incidental to the installation, connection and maintenance of the service line, either new or existing, shall be borne by the applicant. The applicant shall indemnify the district and the town from any loss or damage that may, directly or indirectly, be occasioned by the installation of the service line. The method of connection of the service line to the public sewer will be dependent upon the type of sewer material used and in all cases shall be approved by the Department.

**§ 174-26 Supervision and inspection of connections and trenches.**

**A.**

The applicant for the service line permit shall notify the Department when the service line is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the Department.

**B.**

When trenches are opened for the laying of service line pipes, such trenches shall be inspected by the Department before the trenches are filled, and the applicant performing such work shall notify the Department when the laying of service line is completed.

**C.**

"As-built" drawings shall be provided to the Department by the applicant within 30 days of completion of the project.

**§ 174-27 Permit required prior to excavation.**

Prior to any excavation for service line installation, a permit for such excavation shall be obtained from the Department.

**§ 174-28 Service line traps.**

Service line traps shall be located within the property line, inside the structure wherever practicable, on the service line within two feet of exterior wall of the structure and on the sewer side of all connections except those approved by the Department. Trap cleanouts in structures are required to be level with the finished basement or cellar floor.

**§ 174-29 Fresh-air inlets.**

Every sanitary service line equipped with a trap, sewage sump, ejector, receiving tank, oil separator or similar equipment shall be provided with a fresh-air inlet pipe connected

to the service line immediately upstream from and within four feet of such trap or equipment. The fresh-air inlet pipe shall be extended to the outer air and shall be terminated in an open end at least six inches above grade. The open end shall be protected by a perforated metal plate permanently fixed in the mouth of the inlet. A return bend with its protected open end at least six inches above grade shall be installed within the property line in an approved location, when the trap is located outside the structure. The size of the fresh-air inlet pipe shall be at least 1/2 of the diameter of the service line at the point of connection, but not less than three inches.

**§ 174-30 Backwater valves**

In areas where sanitary sewers drain to a wastewater pumping station, an approved backwater valve shall be installed, at the applicant's expense, in all structures subject to flooding during a failure of the pumping facilities. The location of said backwater valve shall be as indicated on the drawing for a typical applicant's connection from the Department.

**§ 174-31 Public safety**

Whenever any street or public grounds shall be opened for the purpose of making a connection with the mains or for the laying of sewer lines or fixtures, public safety and convenience shall be duly regarded, and the street or public place shall be restored to its original condition as soon as possible, and all work must conform to the safety requirements as set forth by the State of New York and OSHA. The applicant must obtain, from the appropriate departments, the required permits and display the same in the Town of Schodack.

**§ 174-41 Grease, oil and sand interceptors**

**A.**  
Grease, oil and sand interceptors shall be provided when the above set limits for those substances are exceeded or when, in the opinion of the engineer and/or Department, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts or any flammable wastes, sand and other harmful ingredients, except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the engineer and shall be so located as to be readily and easily accessible for cleaning and inspection.

**B.**  
Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They will be of substantial construction, watertight and equipped with easily removable covers, which, when bolted in place, shall be gastight and watertight.

**C.**  
Where installed, all grease, oil and sand interceptors shall be purchased and maintained by the applicant, at his expense, in continuously efficient operation at all times and shall be readily accessible and open to inspection by the Department at any time.

Town of Schoneck  
 EG Sewer Connection Fee Calculation  
 My Place & Co.

<u>Calendar Quarter</u>	<u>Period Beginning</u>	<u>Period Ending</u>	<u>Consumption</u>
3Q 2007	6/30/2007	9/30/2007	13,840
4Q 2007	9/30/2007	12/31/2007	50
1Q 2008	12/31/2007	3/31/2008	89,000
2Q 2008	3/31/2008	6/30/2008	73,850
3Q 2008	6/30/2008	9/30/2008	84,053
4Q 2008	9/30/2008	12/31/2008	65,000
1Q 2009	12/31/2008	3/31/2009	58,797
2Q 2009	3/31/2009	6/30/2009	78,534
3Q 2009	6/30/2009	9/30/2009	91,649
4Q 2009	9/30/2009	12/31/2009	67,581
1Q 2010	12/31/2009	3/31/2010	65,581
2Q 2010	3/31/2010	6/30/2010	75,688
3Q 2010	6/30/2010	9/30/2010	90,514
4Q 2010	9/30/2010	12/31/2010	85,956
1Q 2011	12/31/2010	3/31/2011	93,355
2Q 2011	3/31/2011	6/30/2011	102,990
3Q 2011	6/30/2011	9/30/2011	98,708
4Q 2011	9/30/2011	12/31/2011	105,218
1Q 2012	12/31/2011	3/31/2012	102,288
2Q 2012	3/31/2012	6/30/2012	113,657
3Q 2012	6/30/2012	9/30/2012	99,404
4Q 2012	9/30/2012	12/31/2012	89,823
1Q 2013	12/31/2012	3/31/2013	79,609
2Q 2013	3/31/2013	6/30/2013	80,336
3Q 2013	6/30/2013	9/30/2013	78,384
4Q 2013	9/30/2013	12/31/2013	58,749
1Q 2014	12/31/2013	3/31/2014	52,325
2Q 2014	3/31/2014	6/30/2014	85,026
3Q 2014	6/30/2014	9/30/2014	97,129
4Q 2014	9/30/2014	12/31/2014	74,082
1Q 2015	12/31/2014	3/31/2015	66,643
2Q 2015	3/31/2015	6/30/2015	80,034
3Q 2015	6/30/2015	9/30/2015	104,495
4Q 2015	9/30/2015	12/31/2015	63,846
1Q 2016	12/31/2015	3/31/2016	70,737
<b>Total Usage</b>			<b>2,698,476</b>
<b>Total number of days</b>			<b>3,197</b>
<b>Average GPD Usage thru 1Q-2016</b>			<b>844</b>
<b>Divided by 400 GPD</b>			<b>400</b>
<b>DD Average GPD / Single Family Res Avg GPD flow</b>			<b>2.11</b>
<b>Single Family Hook-up Fee</b>			<b>\$ 5,000.00</b>
<b>Total My Place Est 556 E. Greenbush Connection Fee</b>			<b>\$ 10,550.00</b>
<b>Building Dept Sewer Inspection Fee</b>			<b>50.00</b>
<b>556 Sewer Connection Permit</b>			<b>225.00</b>
<b>East Greenbush Sewer Connection Fee</b>			<b>10,550.00</b>
<b>Total Fees Due upon Permit Application</b>			<b>\$ 10,825.00</b>

East Greenbush Sewer Connection Fee is calculated based per the 8/28/2004 (extended 0 years to 5/27/2024-per Res 13-218) Inter-municipal Sewer Agreement with EG - Section VII - Commercial hookups shall be charged a fee that is based upon 100% of the average metered water usage (for existing users), divided by 400 gallons per day, and multiplied by \$5000.

The EG Connection Fee is calculated based upon the current water usage available at the time of connection. Actual usage data has been collected by the Town of Schoneck through 3/31/16. If more current usage information is available to the Town at the time of connection, it will be included in the above calculation.



**Dawne Kelly**

---

**From:** Ken Holmes  
**Sent:** Friday, February 21, 2020 10:59 AM  
**To:** David Harris; Jim Bult; Mike Kenney; Scott Swartz; Tracey Rex  
**Cc:** Dawne Kelly  
**Subject:** Safe Water Infrastructure Action Program (SWAP)  
**Attachments:** Safe Water Infrastructure Action Program (SWAP) 02.21.20.docx

ALL,

A bill to create supplemental funding for water, sewer and storm water infrastructure much like CHIPS funding is being created at the Capital. Our Senator Jordan and Assemblyman Ashby are co-sponsors of the bill.

Attached you'll find draft letters in support of the bill.

Dawne will be creating the official documents on Town letterhead. They will be included in your packets for the workshop for your anticipated indorsements. I will email the indorsed letters supporting the bill to Senator Jordan and Assemblyman Ashby. This effort was initiated by the New York State Rural Water Association.

Thank you in advance for your consideration and support.

Best Regards,  
Ken

Kenneth J. Holmes  
Superintendent of Highways  
Acting Water/Sewer Director  
Town of Schodack

"There are two ways of exerting one's strength: One is pushing down, the other is pulling up."

-Booker T. Washington



265 Schuurman Road  
Castleton-on-Hudson, New York 12033-3223  
Telephone: (518) 477-7918  
Facsimile: (518) 477-9594  
Email: [David.harris@schodack.org](mailto:David.harris@schodack.org)

February 28, 2020

Assemblyman Jake Ashby  
LOB 720  
Albany, NY 12248

Dear Assemblyman Ashby,

The Town of Schodack is writing today in support of S554/A424 to create the Safe Water Infrastructure Action Program known as SWAP.

We wish to thank you for the support of capital funding for water infrastructure in the FY2019 budget that is essential to address capital projects, replacement and upgrading critical infrastructure. While these programs are necessary and essential tools for replacing and building new infrastructure, they do not address the underlying issue of increased maintenance requirements and operating expenses.

Insufficient operation and maintenance (O&M) funding is a major contributor to our infrastructure issues. Years of unavoidable deferring maintenance of critical infrastructure due to insufficient savings and inability to apply for government funding are just some of the reasons that have led to insufficient O&M funding.

There have been calls for a more permanent source of funding for our infrastructure, one that addresses and supports O&M activities. SWAP is designed to provide municipalities with water, sewer and storm water infrastructure an annual supplemental funding stream to support operation and maintenance activities. Just like the successful Consolidated Local Street and Highway Improvement Program (CHIPS) municipalities would know what their annual SWAP allotment would be. This would afford us the opportunity to perform maintenance and/or replacement activities, which can be performed by our municipal staff. These would be smaller projects such as equipment replacement, manhole rehabilitation or water line replacement. The long-term sustainability of the systems would improve through the increased operation and maintenance funding and rates could stabilize and remain affordable.

Some of the infrastructure in New York dates back over 100 years and the interconnectivity of water means that if the infrastructure fails in one location, many cities, towns and villages will also be affected. For these reasons, the Town of Schodack supports S554/A424 to develop a





dedicated funding program to distribute funds annually to municipalities to ensure the integrity and reliance of municipal water, sewer and storm water infrastructure and we respectfully urge your continued support of this legislation.

Respectfully Submitted,

David B. Harris  
Supervisor  
Town of Schodack

Scott Swartz  
Councilperson  
Town of Schodack

Tracey Rex  
Councilperson  
Town of Schodack

Jim Bult  
Councilperson  
Town of Schodack

Michael Kenney  
Councilperson  
Town of Schodack



265 Schuurman Road  
Castleton-on-Hudson, New York 12033-3223  
Telephone: (518) 477-7918  
Facsimile: (518) 477-9594  
Email: [David.harris@schodack.org](mailto:David.harris@schodack.org)

February 28, 2020

Senator Daphne Jordan  
188 State Street  
Legislative Office Building  
Room 508  
Albany, New York 12247

Dear Senator Jordan,

The Town of Schodack is writing today in support of S554/A424 to create the Safe Water Infrastructure Action Program known as SWAP.

We wish to thank you for the support of capital funding for water infrastructure in the FY2019 budget that is essential to address capital projects, replacement and upgrading critical infrastructure. While these programs are necessary and essential tools for replacing and building new infrastructure, they do not address the underlying issue of increased maintenance requirements and operating expenses.

Insufficient operation and maintenance (O&M) funding is a major contributor to our infrastructure issues. Years of unavoidable deferring maintenance of critical infrastructure due to insufficient savings and inability to apply for government funding are just some of the reasons that have led to insufficient O&M funding.

There have been calls for a more permanent source of funding for our infrastructure, one that addresses and supports O&M activities. SWAP is designed to provide municipalities with water, sewer and storm water infrastructure an annual supplemental funding stream to support operation and maintenance activities. Just like the successful Consolidated Local Street and Highway Improvement Program (CHIPS) municipalities would know what their annual SWAP allotment would be. This would afford us the opportunity to perform maintenance and/or replacement activities, which can be performed by our municipal staff. These would be smaller projects such as equipment replacement, manhole rehabilitation or water line replacement. The long-term sustainability of the systems would improve through the increased operation and maintenance funding and rates could stabilize and remain affordable.



Some of the infrastructure in New York dates back over 100 years and the interconnectivity of water means that if the infrastructure fails in one location, many cities, towns and villages will also be affected. For these reasons, the Town of Schodack supports S554/A424 to develop a dedicated funding program to distribute funds annually to municipalities to ensure the integrity and reliance of municipal water, sewer and storm water infrastructure and we respectfully urge your continued support of this legislation.

Respectfully Submitted,

David B. Harris  
Supervisor  
Town of Schodack

Scott Swartz  
Councilperson  
Town of Schodack

Tracey Rex  
Councilperson  
Town of Schodack

Jim Bult  
Councilperson  
Town of Schodack

Michael Kenney  
Councilperson  
Town of Schodack





February 13, 2020

Hon. David Harris  
Town Supervisor, Town of Schodack  
Town of Schodack  
265 Schuurman Road  
Castleton, New York 12033

Re: Schodack - A. Servidone Headquarters RESTORE NY V, Project #131,732

Dear Mr. Harris:

I am pleased to enclose duplicate signed Grant Disbursement Agreements ("GDA") for the above-referenced project. Please **execute both and return one original** to Chelsey Watroba, your project manager, within 30 days, with the following attachments:

- A completed IRS W-9 form necessary for taxpayer identification (use enclosed form).
- Opinion of Counsel letter, as required by the GDA.
- Exhibit G-1, M/WBE Participation / Equal Opportunity Policy Statement
- Wire transfer information in the form of a letter from a financial officer of the grantee certifying the bank name, account name, account number and ABA routing number.
- A check reimbursement of out-of-pocket public hearing-related expenses in the amount of \$732.
- Copies of all insurance policies (or certificates thereof) for the required insurance coverages as stated in Section 12 of the GDA.

Please be advised that disbursement of funds may occur after ESD receives the grant funds and receives one fully executed GDA and all required documentation in a form acceptable to ESD, and any fees or reimbursement for expenses specified, as consistent with all relevant exhibits of the Grant Disbursement Agreement. Please include the attached checklist with each request for disbursement of funds.

Please contact Chelsey Watroba, your Project Manager, at 518-270-1130 should you have any questions. We look forward to working with you on this project.

Sincerely,



Glendon McLeary  
Vice President and Director of Loans & Grants

Attachment: Checklist to Accompany Each Request for Disbursement of Funds

cc: Chelsey Watroba  
Michael Yevoli





## Checklist to Accompany Each Request for Disbursement of Funds

After the GDA is executed, the Organization can request disbursement of funds, assuming that all requirements for disbursement have been met. Required documentation is detailed in the GDA.

Check below that you have read, understood, complied with, or provided the specific information requested in each item. Your Project Manager can answer any questions.

Project Name: Schodack - A. Servidone Headquarters RESTORE NY V, Project #131,732

### Payment Request #1

Grant Disbursement Agreement Type: Capital Grant

Disbursement Terms - Grantee must comply with requirements before submitting a payment request

- Discretionary Capital Grant GDA - Exhibit E - Disbursement Terms

Payment Requisition Form: Exhibit F

- Items #3 and #4 under Certification— *please check this to signify your understanding and acceptance of these items as well as the rest of the Certification in Exhibit F*
- Prepare and submit documentation in support of each payment request (as applicable) – *Please check that your payment request documentation is in accordance with the Design & Construction requirements detailed in Exhibit B of the GDA, as well as the attachments to Exhibit F*

Documentation of project costs:

- Exhibit F-2: Project Cost & Completion Affidavit
- Exhibit F-2A: Documentation of Project Costs. For only ESD's grant amount, please provide a cost listing, invoices and proof of payment.

Copy of Certificate of Occupancy

- C of O for new construction projects and/or major additions

Office of Contractor and Supplier Diversity (OCSD)

- Include filled in Exhibits G-1 with executed GDA. Also include, unless you have provided these online (see below), G-2 with first disbursement, and G-3 and G-6 prior to final disbursement. OCSD staff may also require regular utilization reports. It is a good idea on complex projects to schedule a call with your project manager and OCSD representative. Also, be sure to read Exhibit G, Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures
- Check here if you have already provided the required forms online to OCSD staff.

Maintenance of Insurance

- Copy of all current policies of insurance (or certificates) in full compliance with the terms and conditions of Section 12 of the GDA
- Review Insurance Exhibit attached below which summarizes what is required



**INSURANCE EXHIBIT**

Please refer to Section 12 of the Agreement for full description of the Insurance Provisions

*-Certificate of Liability Insurance*  
Copy of certificate for the required  
limits

*-Certificate of Property Insurance for  
building and contents*

Indicate in the operations box of the  
certificates: Address of Project  
Location(s)

**Bank Information**

- Include bank information shown in Exhibit E, *in a letter signed by a financial officer of the Grantee*. This includes Bank Name, Bank Account and ABA Routing #
- Verify bank information for each subsequent payment request



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or									
Employer identification number									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

\*Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## CAPITAL GRANT

This **GRANT DISBURSEMENT AGREEMENT ("Agreement")** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the Project described below:

---

**NEW YORK STATE  
URBAN DEVELOPMENT  
CORPORATION d/b/a  
EMPIRE STATE DEVELOPMENT  
("ESD"):**

433 River Street, Suite 1003  
Troy, New York 12180  
Contact: Chelsey Watroba  
Phone: 518-270-1130  
E-mail: [chelsey.watroba@esd.ny.gov](mailto:chelsey.watroba@esd.ny.gov)

---

**THE GRANTEE:**

Town of Schodack  
265 Schuurman Road  
Castleton, New York 12033  
Contact: Hon. David Harris, Town Supervisor  
Phone: 518-477-7918  
E-mail: [david.harris@schodack.org](mailto:david.harris@schodack.org)  
Federal Taxpayer ID#: 04-607771

---

**BENEFICIARY:**

A. Servidone, Inc.  
1344 U.S. 9  
Castleton-On-Hudson, New York 12033  
Contact: Mark Servidone, President  
Phone: 518-732-7773  
Email: [mservidone@asibacc.com](mailto:mservidone@asibacc.com)

---

**PROJECT NAME:**

Town of Schodack-A. Servidone Headquarters  
RESTORE NY V

**PROJECT LOCATION:**

1344 US Route 9, Castleton-On-Hudson

**PROJECT NUMBER:**

131,732

**GRANT AMOUNT:**

\$800,000

**FUNDING SOURCE:**

Restore NY Communities, FY 2017-2018

---

**ESD APPROVAL DATE:**

December 19, 2019

**PACB APPROVAL DATE:**

January 15, 2020

**EXPIRATION DATE:**

December 31, 2021



## TERMS AND CONDITIONS

### 1. The Project

The Grantee shall:

- (a) complete the project as set forth in the ESD General Project Plan attached hereto as Exhibit A (the "Project").
- (b) comply with the design and construction requirements attached hereto as Exhibit B.

### 2. Employment Goals & Reporting

- (a) The Grantee represents and warrants that it currently employs not less than the Baseline Employment (as hereinafter defined) set forth in Exhibit C to this Agreement and that it shall (i) achieve the employment goals as set forth in Exhibit C by retaining existing or hiring new Full-time Permanent Employees or (ii) repay a portion of the Grant as set forth in Exhibit C.
- (b) For purposes of this Agreement, a Full-time Permanent Employee shall mean (i) a full-time, permanent, private-sector employee on the Grantee's payroll, who has worked at the Project Location for a minimum of thirty-five hours per week for not less than four consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by Grantee to other employees with comparable rank and duties; or (ii) two part-time, permanent, private-sector employees on Grantee's payroll, who have worked at the Project Location for a combined minimum of thirty-five hours per week for not less than four consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by Grantee to other employees with comparable rank and duties. Baseline Employment shall mean the number of Full-time Permanent Employees set forth in Exhibit C.
- (c) Grantee shall submit, by February 1 of each year during the term of this Agreement, the Employment Reporting Form attached hereto as Exhibit H, indicating the average number of Grantee's Full-time Permanent Employees for the 12 month period ending as of December 31 of the prior year. Full-time Permanent Employee Count, for each calendar year during the term of this Agreement, shall mean the greater of (i) the average number of Full-time Permanent Employees for the prior calendar year, computed by adding the number of Full-time Permanent Employees as of the Grantee's last payroll date in the months of March, June, September and December and dividing that sum by 4, or (ii) the number of Full-time Permanent Employees as of the Grantee's last payroll date in December of such year.

### 3. Conditions Precedent to Disbursement of the Grant



No grant funds shall be disbursed unless the Grantee is in compliance with the Terms and Conditions of this Agreement, including, but not limited to, Exhibit E (Disbursement Terms), and the following conditions have been satisfied (and as to 3(d) and 3(e) below continue to be satisfied prior to each disbursement):

- (a) If the Grant Amount exceeds \$100,000, or if, as described in Exhibit A, it is expected that there will be additional grants that in the aggregate exceed \$100,000, ESD has received an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit D.
- (b) Any necessary approval has been issued by the Director of the Budget of the State of New York, and the Grant funds have been received by ESD.
- (c) ESD has received a commitment fee, plus out-of-pocket expenses incurred by ESD in the making of the Grant, if any, as set forth in Exhibit E.
- (d) There have been no materially adverse changes in the financial condition of the Grantee since the date of submission of its application to ESD.
- (e) The Grantee employs at least the Baseline Employment as evidenced by the Employment Reporting Form attached hereto as Exhibit H.

4. Disbursement and Recapture Terms

Subject to the terms and conditions contained in this Agreement, ESD shall disburse the Grant to the Grantee as follows:

- (a) ESD shall reimburse the Grantee for Project expenditures incurred by the Grantee as set forth in Exhibit E to this Agreement. Disbursements will be made upon submittal to ESD of a Payment Requisition Form, together with such supporting documentation as ESD may require, in the form attached to this Agreement as Exhibit F and its attachments, and Exhibit H.
- (b) In no event will ESD make any payment which would cause ESD's aggregate disbursements to exceed the Grant Amount.
- (c) The Grant, or a portion thereof, may be subject to recapture by ESD as provided in Exhibit C.

5. Non Discrimination and Contractor & Supplier Diversity

The Grantee will comply with ESD's Non-Discrimination and Contractor & Supplier Diversity policies set forth in Exhibit G to this Agreement.

6. No Liability of ESD



ESD shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless ESD, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

## 7. Responsibility Provisions

- (a) The Grantee shall at all times during the Agreement term remain responsible. The Grantee agrees, if requested by the President and Chief Executive Officer of ESD or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- (b) The President and Chief Executive Officer of ESD or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the responsibility of the Grantee. In the event of such suspension, the Grantee will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Grantee must comply with the terms of the suspension order. Activities under this Agreement may resume at such time as the President and Chief Executive Officer of ESD or his or her designee issues a written notice authorizing a resumption of performance under this Agreement.
- (c) Upon written notice to the Grantee, and a reasonable opportunity to be heard with appropriate ESD officials or staff, this Agreement may be terminated by the President and Chief Executive Officer of ESD or his or her designee at the Grantee's expense where the Grantee is determined by the President and Chief Executive Officer of ESD or his or her designee to be non-responsible. In such event, the President and Chief Executive Officer of ESD or his or her designee may complete the requirements of this Agreement in any manner he or she deem advisable and pursue available legal or equitable remedies for breach.

## 8. Representations, Warranties and Covenants

The Grantee represents, warrants and covenants that:

- (a) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) This Agreement was duly authorized, executed and delivered by the Grantee and is binding and enforceable against the Grantee in accordance with its terms.
- (c) It is a duly organized corporation, validly existing and in good standing under the laws





of the State of its incorporation, has the corporate power and authority to own its assets and to transact the business in which it is now engaged or proposed to be engaged and is duly qualified as a foreign corporation and in good standing under the laws of each other jurisdiction in which such qualification is required and shall maintain its corporate existence in good standing in each such jurisdiction.

- (d) There are no actions, suits or proceedings or, to the knowledge of Grantee, threatened against, or affecting Grantee before any court, governmental entity or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the financial condition, operations, properties or business of the Grantee, except as may have been disclosed in writing to ESD.
- (e) Grantee is in compliance and shall continue to comply in all material respects with all material applicable laws, rules, regulations and orders.
- (f) The information contained in the application submitted by the Grantee in connection with the project and the Grant, as such application may have been amended or supplemented (the "Application"), is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Application, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that ESD has relied on the statements and representations made by the Grantee in the Application in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Application or otherwise in connection with the Grant and, except as otherwise disclosed in writing to ESD, there has been no adverse material change in the financial condition of Grantee from the date of submission of the Application to the date hereof and that all other the information contained in the Application continues on the date hereof to be materially correct and complete.
- (g) The Grantee covenants that it will neither hold itself out as, nor claim to be an officer, employee, agent or representative of ESD or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of ESD or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (h) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given anything of value to influence any official act or the judgment of any person in the award of the Grant or the performance of any of the terms of this Agreement.
- (i) It shall maintain business operations at the Project Location for the term of this Agreement.



- (j) The Grant shall be used solely for Project expenses in accordance with the terms and conditions of this Agreement.
- (k) The Grantee is solely responsible and has sufficient funding for all Project costs in excess of the Grant.
- (l) Grantee will use ESD grant funds, and submit payment requisitions, exclusively for eligible expenses related to capital works or purposes in accordance with IRS rules and regulations relating to ESD's bonds and in accordance with the New York Debt Reform Act. Grantee acknowledges that grant funds must be used solely for authorized capital purposes and not for operating expenses or other working capital items or non-capital purposes, irrespective of whether the funds are still used for the benefit of the Project. Grantee acknowledges that the consequences of breaching this covenant could result in violations of state law and/or large bond issuances being treated as taxable instead of tax exempt for federal and state tax purposes, loss of certain federal subsidies to the state, adverse ratings changes for such bonds, and disproportionate negative financial consequences to the state and bondholders. Grantee recognizes its financial obligations, risks and liabilities for breach of this covenant. ESD may, from time to time, request information from Grantee to confirm its compliance with this covenant and Grantee acknowledges its obligation under Section 9 (a) (ii) of the GDA to provide information upon request to ESD.
- (m) The Grant shall not be used in any manner for any of the following purposes:
  - (i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
  - (ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
  - (iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five (5) percent of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and



(iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.

(n) Grantee is in compliance and shall continue to comply with Section 7 of this Agreement.

## 9. Default and Remedies

(a) Each of the following shall constitute a default by the Grantee under this Agreement:

- (i) Failure to perform or observe any obligation or covenant of the Grantee contained herein, other than an employment default as set forth in (iv) below, to the reasonable satisfaction of ESD and within the time frames established under this Agreement.
- (ii) Failure to comply with any request for information reasonably made by ESD to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by ESD in connection with the Grant.
- (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant.
- (iv) Failure of the Grantee, for any time period, to meet the minimum employment goals required by Exhibit C.
- (v) A default beyond any applicable grace period by the Grantee, or any entity which Grantee directly or indirectly controls, is controlled by, or is under common control with, under any other agreement with ESD.
- (vi) Any manifestation, on the part of the Grantee, of an intention either: (x) to terminate and/or (y) to restructure, under the terms of any bankruptcy or insolvency statute or law, its business at the Project Location. This includes, without limitation, the announced or actual cessation of business activities at the Project Location, the initiation of proceedings under any dissolution statute, or the execution of an assignment for the benefit of creditors, or the solicitation of any composition and/or arrangement with creditors, or the issuance of "closing" or "termination" notices to employees under any state or federal statute, or the filing of any voluntary petition under any chapter of the United States Bankruptcy Code, or the failure by the Grantee to obtain the dismissal, within sixty (60) days of filing, of any involuntary proceeding brought under any chapter of the United States Bankruptcy Code.



- (vii) If the number of the Grantee's Full-Time Permanent Employees, as that term is defined in this Agreement, that are situated at the Project Location as of the Grantee's last payroll date on or prior to the end of any quarter (with the quarters being those the quarterly dates of March 31, June 30, September 30 and December 31, as set forth in the Report of Employment that is annexed as Exhibit H to this Agreement) is less than fifty percent (50%) of the number of Full Time-Permanent Employees, situated at the Project Location, required in accordance with the Employment Goals that are to be achieved as of the next Reporting Date, as specified in Exhibit C.
  - (viii) Failure by the Grantee, for any period of time, to comply with Section 7 of this Agreement.
- (b) Upon the serving of notice to the Grantee of the occurrence of a default (which notice shall specify the nature of the default), ESD shall have the right to terminate this Agreement, provided however, that if the default is pursuant to paragraph 9(a)(i) or 9(a)(ii), no default shall be deemed to have occurred if Grantee cures such default within ten (10) days of notice of default from ESD, or if the default pursuant to paragraph 9(a)(i) or 9(a)(ii) cannot be reasonably cured within such ten day period, Grantee commences to cure such default within the ten day cure period and cures the default within ninety (90) days thereafter, provided further that ESD shall not be obligated to make any disbursements during any such cure period. Defaults occurring under the terms and provisions of paragraph 9(a)(iii), 9(a)(iv), 9(a)(v), 9(a)(vi) and 9(a)(vii) are not subject to the cure provisions provided herein.
  - (c) Upon termination of this Agreement, ESD may (i) withhold any Grant proceeds not yet disbursed and (ii) require repayment of Grant proceeds disbursed to the Grantee in accordance with Exhibit C of this Agreement. Notwithstanding the foregoing, if ESD determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, ESD may require repayment of all funds and may refer the matter to the appropriate authorities for prosecution. ESD shall be entitled to exercise any other rights and seek any other remedies provided by law.

## **10. Term**

The term of this Agreement shall commence on the date hereof and expire on the Expiration Date, as set forth on the first page of this Agreement.

## **11. Books and Records; Project Audit**

- (a) The Grantee will maintain accurate books and records concerning the project for the term of this Agreement and for three (3) years from the expiration or earlier termination of this Agreement and will make those books and records available to





ESD, its agents, officers and employees during Grantee's business hours upon reasonable request.

- (b) ESD shall have the right, upon reasonable notice, to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for three (3) years following the expiration or earlier termination of this Agreement.

## **12. Maintenance of Insurance**

Grantee shall maintain in full force and effect insurance, including, but not limited to, the insurance described hereafter, in such amounts and covering such risks as Grantor may require from time to time.

- (a) The Grantee shall keep the buildings at the Project Location and the building equipment insured against: (i) loss by fire, (ii) additional perils customarily covered under an all-risk policy and (iii) flood hazard, if the Project Location is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended. The insurance required in this paragraph (a) shall provide coverage for an amount not less than the full replacement value of the buildings at the Project Location and the building equipment, or such other amount as the Grantor may reasonably require, provided that (i) the amount of insurance coverage shall be in an amount sufficient to satisfy, at all times, any co-insurance requirements, and (ii) the amount of any flood hazard insurance shall not exceed the maximum amount of coverage available under the National Flood Insurance Act.
- (b) When and to the extent required by the Grantor, the Grantee shall maintain in full force and effect insurance against (i) loss of rental income, (ii) loss of business income, (iii) damages to boiler, and (iv) any other risk as is customary in the industry of the Grantee. The insurance required in this paragraph (b) shall provide coverage in an amount satisfactory to Grantor.
- (c) The Grantee shall maintain Commercial General Liability Insurance providing both bodily injury (including death) and property damage insurance in a limit not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate and Three Million Dollars (\$3,000,000) umbrella. In addition, if the grant contemplates the purchase, construction or renovation of any buildings or equipment, the Recipient shall keep the buildings at the Project Location and the building equipment insured against: (i) loss by fire, (ii) additional perils customarily covered under an all-risk policy and (iii) flood hazard, if the Project Location is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available



under the National Flood Insurance Act of 1968, as amended.

- (d) All insurance required in this Section shall be issued by companies authorized to do business in the State of New York, satisfactory to Grantor pursuant to policies satisfactory to Grantor in form and substance. Without limiting the generality of the foregoing, the policies of insurance required hereby shall provide for thirty (30) days, or ten (10) days for non-payment, prior written notice of cancellation to Grantor.
- (e) The Grantee shall give prompt written notice to the Grantor in the event of substantial damage to the Project Location by reason of fire or other hazard or casualty.
- (f) Notwithstanding the provisions of Subdivision 4 of Section 254 of the Real Property Law, the Grantor shall be entitled to retain and apply the proceeds of any insurance required hereby to the payment of any obligations or, in the sole discretion of the Grantor, apply any or all such proceeds to the cost of restoration of the Project Location, in which case the Grantee shall proceed with reasonable diligence to repair, replace or rebuild the Project Location to substantially their condition prior to such damage in full compliance with all legal requirements.
- (g) The Grantee shall provide the Grantor with copies of all policies of insurance (or certificates thereof) for the required insurance coverages in form and substance satisfactory to the Grantor. In addition, the Grantee shall provide the Grantor with copies of renewal policies (or certificates thereof) or temporary binders in the event renewal policies have not been issued, in a timely manner. The Grantee must, in any event, provide Grantor with satisfactory confirmation of renewal coverage by the renewal date.
- (h) In the event that the Grantee fails to maintain the insurance required hereby, the Grantor may obtain such insurance and pay the premiums therefor and the Grantee shall, on demand, reimburse the Grantor for any insurance premiums paid, together with interest thereon computed at the highest rate per annum allowable under New York State law.
- (i) The Grantee will not take any action, or permit any condition to exist, with respect to the Project Location which may, in any manner, partially or wholly invalidate the insurance on the Project Location required hereby.

### **13. Survival of Provisions**

It is agreed that: (a) the provisions of Sections 6, 8(g), (j) and (l) and 9, 11, 12, 13, 14, 15, 16, 17, 18, 21 and 22 (except insofar as any of the aforesaid Sections have been waived in accordance with the terms of Exhibit I to this Agreement) shall survive the expiration or early termination of this Agreement; and (b) such expiration or early termination shall not serve to limit, alter or modify any of the Grantee's obligations or responsibilities under the aforesaid Sections, and/or ESD's rights under such Sections, referenced in subsection (a) of



this Section 13 of this Agreement. It is further agreed, moreover, that notwithstanding the expiration or early termination of this Agreement, ESD shall nevertheless retain the right to pursue, through and until the expiration of any applicable period of limitations established under the statutory or common law of the State of New York, any claim or claims arising from any Section of this Agreement, including but not limited to the above referenced Sections 6, 8(g),(j) and (l) and 9, 11, 12, 13, 14, 15, 16, 17, 18, 21 and 22 of this Agreement, and the expiration or early termination of this Agreement shall not constitute a defense to any such timely filed claim or cause of action that is asserted on ESD's behalf.

#### **14. Notices**

- (a) All notices, demands, requests or other communications permitted or required hereunder shall be in writing and shall be transmitted either:
- (i) via certified or registered United States mail, return receipt requested;
  - (ii) by facsimile transmission;
  - (iii) by personal delivery;
  - (iv) by expedited delivery service; or
  - (v) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

##### **Empire State Development**

Name: Chelsey Watroba  
Title: Project Manager  
Address: 433 River Street, Suite 1003, Troy, New York 12180  
Telephone Number: 518-270-1130  
E-Mail Address: chelsey.watroba@esd.ny.gov

With a copy to:

Title: General Counsel  
Address: 633 Third Avenue, 34<sup>th</sup> Floor, New York, NY 10017  
Telephone Number: (212) 803-3750  
Facsimile Number: (212) 803-3975

##### **Town of Schodack**

Name: Hon. David Harris  
Title: Town Supervisor, Town of Schodack  
Address: 265 Schuurman Road, Castleton, New York 12033  
Telephone Number: 518-477-7918  
E-Mail Address: david.harris@schodack.org

- (b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of mailing to the address provided herein, or in



the case of facsimile transmission or email, upon receipt of a record, by the sender, that such a transmission has been completed.

- (c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### **15. No Assignment**

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

#### **16. No Waiver**

No waiver of any ESD's rights arising under this Agreement, or any other source, can occur unless such waiver shall be in writing and signed by ESD and such written document manifests a clear and unequivocal intent by ESD to waive its contractual or other legal rights. The term "waiver" as used herein is a term of art as used in the legal profession. ESD may not be estopped from asserting any of its legal rights, including but not limited to its rights under this agreement, unless ESD has signed a written document that clearly and unequivocally states that the other party may detrimentally rely upon the terms of such written document. Absent such written document, there shall be no estoppel against ESD and the other parties' alleged detrimental reliance shall be deemed to be unreasonable. The term "estoppel" is used herein is a term of art as used in the legal profession.

#### **17. Integration/Modification**

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or statements relating to such subject matter. In addition, this Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

#### **18. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein. In the event of a conflict between the





Directors' materials attached hereto as Exhibit A and any other term or condition of this Agreement, then the term or condition of this Agreement shall govern.

**19. Confidentiality of Information**

Information contained in reports made to ESD or otherwise obtained by ESD relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "Confidential" by the Grantee, will be kept confidential by ESD, to the extent such information is determined by ESD to be exempt from public disclosure under the Freedom of Information Law and not otherwise required by law to be disclosed. Notwithstanding the foregoing, ESD will not be liable for any information disclosed, in ESD's sole discretion, pursuant to the Freedom of Information Law or other applicable law, or which ESD is required to disclose pursuant to legal process.

**20. Special Provisions**

The Grantee shall comply with the special provisions, if any, set forth in Exhibit I.

**21. Litigation Costs**

The Grantee shall pay, in any action or proceeding that is commenced to enforce and/or involves the enforcement of the terms and conditions of this Agreement, all of ESD's costs including, without limitation, ESD's attorneys' fees. The Grantee shall also pay any and all of ESD's collection costs including, without limitation, its attorneys' fees.

**22. Waiver**

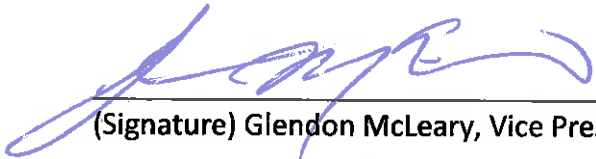
The Grantee knowingly and expressly waives the right to a trial by jury and the right to interpose any counterclaims in any action brought by ESD under the terms of this Agreement.



Town of Schodack - A. Servidone Headquarters RESTORE NY V, Project Number 131,732

This agreement is entered into as of the latest date written below:

NEW YORK STATE URBAN DEVELOPMENT CORPORATION  
d/b/a EMPIRE STATE DEVELOPMENT CORPORATION



\_\_\_\_\_  
(Signature) Glendon McLeary, Vice President and Director of Loans & Grants

2.13.20

(date)

Town of Schodack

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(date)

Rev. 04/26/2019



## **ESD CAPITAL GRANT DISBURSEMENT AGREEMENT**

### **EXHIBITS**

<b>EXHIBIT A</b>	<b>General Project Plan</b>
<b>EXHIBIT B</b>	<b>Construction Requirements</b>
<b>EXHIBIT C</b>	<b>Recapture Terms</b>
<b>EXHIBIT D</b>	<b>Opinion of Counsel</b>
<b>EXHIBIT E</b>	<b>Disbursement Terms</b>
<b>EXHIBIT F</b>	<b>Payment Requisition Form</b>
<b>EXHIBIT F-1</b>	<b>Financial Condition Documentation</b>
<b>EXHIBIT F-2, F-2A</b>	<b>Project Cost &amp; Completion Documentation</b>
<b>EXHIBIT G</b>	<b>Non-Discrimination and Contractor &amp; Supplier Diversity – Requirements and Procedures</b>
<b>EXHIBIT G-1</b>	<b>M/WBE Participation / Equal Opportunity Policy Statement</b>
<b>EXHIBIT G-2</b>	<b>Staffing Plan</b>
<b>EXHIBIT G-3</b>	<b>Workforce Employment Utilization Report</b>
<b>EXHIBIT G-4</b>	<b>M/WBE Utilization Plan</b>
<b>EXHIBIT G-5</b>	<b>Waiver Request Form</b>
<b>EXHIBIT G-6</b>	<b>M/WBE Contractor Compliance and Payment Report</b>
<b>EXHIBIT H</b>	<b>Employment Reporting Form</b>
<b>EXHIBIT I</b>	<b>Special Provisions</b>



**EXHIBIT A: GENERAL PROJECT PLAN**

**See Materials Attached**





**A. Town of Schodack - A. Servidone Headquarters RESTORE NY V (131,732)**

December 19, 2019

General Project Plan

- Grantee:** Town of Schodack (the "Town")
- Beneficiary Company:** A. Servidone, Inc. ("Servidone" or the "Company")
- ESD Investment:** A grant of up to \$800,000 to be used for a portion of the cost of 5,500 square-feet of demolition of four, vacant and abandoned structures and reconstruction of one structure measuring 7,200 square-feet, and infrastructure/site preparation
- Project Location:** 1344 US Route 9, Castleton, Rensselaer County
- Proposed Project:** Demolition of approximately 5,500 square-feet of a former motel and related structures that were vacant and dilapidated, for the construction of a new office building which will serve as the Northeast Regional Headquarters for construction company A. Servidone, Inc.
- Project Type:** The demolition of four abandoned structures to build a new commercial building
- Regional Council:** The Capital Region Regional Economic Development Council has been made aware of this item. The project predates the Regional Council Initiative. The project is consistent with the Regional Plan to connect markets and businesses.

**Background:**

Grantee History – The Town of Schodack, at 63 square miles, is the largest municipality in Rensselaer County. Settled by the Dutch soon after Henry Hudson's 1609 Hudson River exploration, the Town of Schodack has a rich history. Before the Dutch settled in the 1630s, the Mohican Native American tribe lived, farmed and hunted on the land. The hamlet of Schodack Landing, which was an early center of river trade, continues to house many historic homes and sites to this day.

The Town was officially formed on March 17, 1795 when the state legislature made the final division of the Towns of the patroonship, Rensselaerwyck. Per the 2010 census, the Town has a population of 12,794 residents, making it among Rensselaer County's most populated communities.

The Town is located in the southwest corner of Rensselaer County, bounded by the Hudson River. Schodack is governed by a Town Board of five members, elected at large, and



**Town of Schodack - A. Servidone Headquarters RESTORE NY V (131,732)**

December 19, 2019

presided over by the town supervisor.

ESD Involvement - The Town's Comprehensive Plan, enacted in 2011 states that future business growth should be targeted to areas that already exhibit similar forms of development. According to the Plan, the ideal location for future commercial and industrial development includes the US Route 9 corridor and areas near the Town's 1-90 exits. However, this area has limited or no municipal water and sewer infrastructure, which severely limits future investment.

With more development along the Route 9 corridor and the generation of associated property and sales tax revenue, Schodack will be able to improve the diversification of the its tax base and move closer to expanding services, which is necessary to fully revitalize the corridor and to help pay for other community services. The new headquarters is an ideal project for this corridor because it does not require municipal water or sewer and reuses a vacant and abandoned site. This new commercial development will help spur future growth along the corridor, and the Town will begin to better balance commercial and residential development.

The project location along Route 9 was once the site of a motel which fell vacant in the late 1990s and contained four existing structures: 1 small office measuring 384 square-feet, 2 motel strip buildings measuring 1,600 square-feet and 2,368 square-feet, and one residential/commercial structure that measured 1,140 square-feet. Additionally, the location was identified for infill development in the Town's Comprehensive Plan.

Due to the number of buildings on the site and their deteriorated condition, A. Servidone, Inc. a construction company approached the Town to assist with a funding gap in its plan to demolish the four vacant structures on the abandoned property and construct new headquarters for Servidone. The Town applied for Restore funds in summer 2017 and was awarded \$800,000 in December 15, 2017. Restore V funding will further the Town's on-going strategy to support businesses growth by leveraging a variety of public and private resources.

Past ESD Support - This is the Town's first project with ESD.

**The Project:**

Completion – September 2019

Activity - The Company undertook a demolition and new construction project to build their Northeast Regional Headquarters. The Servidone Family of Companies have been based in Schodack since the 1950s and currently employs over 50 employees on a full-time basis in various locations, with 25 employees located in Schodack, with an additional 150-200



**Town of Schodack - A. Servidone Headquarters RESTORE NY V (131,732)**

December 19, 2019

“craft” employees who work on various projects throughout the region.

Servidone demolished 4 vacant structures and constructed a 7,200 square-foot office building that will serve as the Northeast Headquarters for the Company, and will house their engineering, management and accounting staff, while also allowing it to accommodate existing and future staffing needs. The Company acted as its own developer, with Troy based construction company, Sam Greco Construction, Inc. performing the majority of the construction.

**Results** - The investment by Servidone will result in job creation, and this economic growth will in-turn attract future businesses to the Town. The resulting tax base will improve infrastructure and other services and enhance the attractiveness of the community.

Restore NY funds are critical to the success of this project.

Financing Uses	Amount	Financing Sources	Amount	Percent
Construction/Renovation	\$2,136,011	ESD Grant	\$800,000	28%
Infrastructure/Site Work	358,663	Town Equity*	705,170	25%
Furniture, Fixtures, Machinery and Equipment	154,261	Key Bank- Loan**	1,370,000	48%
Soft Costs	226,235			0%
<b>Total Project Costs</b>	<b>\$2,875,170</b>	<b>Total Project Financing</b>	<b>\$2,875,170</b>	<b>100%</b>

*\*Source of equity is \$705,170 from the Developer.*

*\*\* Rate 5.25%/Term 15-20 years*

**Grantee Contact-** Hon. David Harris, Town Supervisor, Town of Schodack  
265 Schuurman Road  
Castleton, New York 12033  
Phone: 518-477-7918  
E-mail: david.harris@schodack.org

**Beneficiary Contact-** Mark Servidone, President  
A. Servidone, Inc.  
1344 US Route 9  
Castleton-On-Hudson, New York 12033  
Phone: 518-732-7773  
E-mail: mservidone@asibacc.com

**Project Team-**

Project Management	Chelsey Watroba
Contractor & Supplier Diversity	Danielle Adams
Environmental	Soo Kang



**Town of Schodack - A. Servidone Headquarters RESTORE NY V (131,732)**

December 19, 2019

**Financial Terms and Conditions:**

1. Upon execution of the grant disbursement agreement, the Town will reimburse ESD for all out-of-pocket expenses incurred in connection with the project.
2. The Town will be obligated to advise ESD of any materially adverse changes in its financial condition prior to disbursement.
3. The Town will ensure the contribution of at least a 10% match of the grant amount to the Project.
4. Up to \$800,000 will be disbursed to Grantee, in a lump sum, and in proportion to ESD's funding share, upon documentation of project costs totaling \$2,777,644 and upon completion of the project substantially as described in these materials, as evidenced by a certificate of occupancy, assuming that all project approvals have been completed and funds are available. Payment will be made upon presentation to ESD of an invoice and such other documentation as ESD may reasonably require. Expenses must be incurred on or after December 15, 2017 to be considered reimbursable project costs. Previously expended funds may be applied toward match requirements retroactive to April 10, 2017, when the Restore V New York Legislation was enacted.
5. ESD may reallocate the project funds to another form of assistance, at an amount no greater than \$800,000, for this project if ESD determines that the reallocation of the assistance would better serve the needs of the Town and the State of New York. In no event shall the total amount of any assistance to be so reallocated exceed the total amount of assistance approved by the Directors.

**Environmental Review:**

The Town of Schodack Planning Board, as lead agency, has completed an environmental review of the project pursuant to the requirements of the State Environmental Quality Review Act ("SEQRA") and the implementing regulations of the New York State Department of Environmental Conservation. This review found the project to be an Unlisted Action, which would not have a significant effect on the environment. The lead agency issued a Negative Declaration on April 30, 2014. ESD staff reviewed the Negative Declaration and supporting materials and concurs. It is recommended that the Directors make a Determination of No Significant Effect on the Environment.

**Non-Discrimination and Contract & Supplier Diversity:**

ESD's Non-Discrimination and Contractor & Supplier Diversity policies will apply to this Project. The Company shall be required to include minorities and women in any job opportunities created, to solicit and utilize Minority and Women-owned Business Enterprises ("MWBEs") for any contractual opportunities generated in connection with the Project and to use Good Faith





**Town of Schodack - A. Servidone Headquarters RESTORE NY V (131,732)**

December 19, 2019

Efforts (pursuant to 5 NYCRR §142.8) to achieve an overall MWBE Participation Goal of 30% related to the total value of ESD's funding.

**Statutory Basis – Restore NY Communities:**

The funding was authorized in the 2017-2018 New York State budget and reappropriated in the 2018-2019 and 2019-2020 New York State budgets. No residential relocation is required as there are no families or individuals residing on the site.

**Attachment:** Resolution



## **EXHIBIT B: CONSTRUCTION REQUIREMENTS**

**Town of Schodack - A. Servidone Headquarters RESTORE NY V, Project #131,732**

The following Unconditional Waiver and Release requirements shall be furnished to ESD for approval for work performed and materials furnished for each payment request in the form of Exhibit B-1, B-2, B-3, B-4, and B-5, as applicable.

**B-1 Certification of Work Performed**

**B-2 Unconditional Waiver and Release – Architect**

**B-3 Unconditional Waiver and Release – Engineer**

**B-4 Unconditional Waiver and Release – Construction Manager**

**B-5 Unconditional Waiver and Release – General Contractor**



**EXHIBIT B-1**

**CERTIFICATION OF WORK PERFORMED**

Please complete the table below with the names of all primary contractor, architect, engineer, construction manager businesses or individuals working on this project and the total expenses incurred for this payment request. Sub-contractor information is not required.

	<b>Name of Business or Individual</b>	<b>Total Expenses Incurred</b>
Architect:		
Engineer:		
General Contractor:		
Construction Manager:		
Others (please specify):		
	<b>TOTAL*:</b>	

*\*Total amount should match the amount listed in Exhibits F & F-2.*

**CERTIFICATION**

The information included herein is correct to the best of my knowledge and belief.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

*Any false statement herein may cause the borrower or grantee to be in default under its grant disbursement agreement with ESD.*



**EXHIBIT B-2**

**NEW YORK STATE URBAN DEVELOPMENT CORPORATION  
D/B/A EMPIRE STATE DEVELOPMENT  
UNCONDITIONAL WAIVER AND RELEASE**

The undersigned (the "Architect") has been paid and has received full payment for all services furnished by Architect and/or employees or others acting for Architect or claiming by, through or under Architect through

\_\_\_\_\_ to \_\_\_\_\_  
(Date)

on the job of \_\_\_\_\_  
(Owner)

located at \_\_\_\_\_  
(Job Description)

Architect represents and warrants that Architect and all persons and entities acting for or claiming by, through or under Architect have fully performed and furnished all services to have been performed or furnished by Architect and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The Architect does hereby release for itself and any party or entity action for Architect or claiming by, through or under Architect, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The Architect further agrees to reimburse and does hold harmless and fully indemnify ESD its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the Architect or by any person or entity acting for or claiming by, through or under the Architect, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

ARCHITECT'S STAMP

\_\_\_\_\_  
(Company Name)





**EXHIBIT B-3**

**NEW YORK STATE URBAN DEVELOPMENT CORPORATION  
D/B/A EMPIRE STATE DEVELOPMENT  
UNCONDITIONAL WAIVER AND RELEASE**

The undersigned (the "Engineer") has been paid and has received full payment for all services furnished by Engineer and/or employees or others acting for Engineer or claiming by, through or under Engineer through

\_\_\_\_\_ to \_\_\_\_\_  
(Date)

on the job of \_\_\_\_\_  
(Owner)

located at \_\_\_\_\_  
(Job Description)

Engineer represents and warrants that Engineer and all persons and entities acting for or claiming by, through or under Engineer have fully performed and furnished all services to have been performed or furnished by Engineer and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The Engineer does hereby release for itself and any party or entity action for Engineer or claiming by, through or under Engineer, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The Engineer further agrees to reimburse and does hold harmless and fully indemnify ESD its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the Engineer or by any person or entity acting for or claiming by, through or under the Engineer, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

ENGINEER'S STAMP

\_\_\_\_\_  
(Company Name)



**EXHIBIT B-4**

**NEW YORK STATE URBAN DEVELOPMENT CORPORATION  
D/B/A EMPIRE STATE DEVELOPMENT  
UNCONDITIONAL WAIVER AND RELEASE**

The undersigned (the "Construction Manager") has been paid and has received full payment for all labor, services, equipment or material furnished by Construction Manager and/or subcontractors, suppliers, material, men, laborers, employees or others acting for Construction Manager or claiming by, through or under Construction Manager through

\_\_\_\_\_ to \_\_\_\_\_  
(Date)

on the job of \_\_\_\_\_  
(Owner)

located at \_\_\_\_\_  
(Job Description)

Construction Manager represents and warrants that Construction Manager and all persons and entities acting for or claiming by, through or under Construction Manager have fully performed and furnished all labor, services, equipment or material to have been performed or furnished by Construction Manager and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The Construction Manager does hereby release for itself and any party or entity action for Construction Manager or claiming by, through or under Construction Manager, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The Construction Manager further agrees to reimburse and does hold harmless and fully indemnify ESD its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the Construction Manager or by any person or entity acting for or claiming by, through or under the Construction Manager, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: \_\_\_\_\_  
(Signature)

NOTORIZED

\_\_\_\_\_  
(Company Name)



**EXHIBIT B-5**

**NEW YORK STATE URBAN DEVELOPMENT CORPORATION  
D/B/A EMPIRE STATE DEVELOPMENT  
UNCONDITIONAL WAIVER AND RELEASE**

The undersigned (the "General Contractor") has been paid and has received full payment for all services furnished by General Contractor and/or employees or others acting for General Contractor or claiming by, through or under General Contractor through

\_\_\_\_\_ to \_\_\_\_\_  
(Date)

on the job of \_\_\_\_\_  
(Owner)

located at \_\_\_\_\_  
(Job Description)

General Contractor represents and warrants that General Contractor and all persons and entities acting for or claiming by, through or under General Contractor have fully performed and furnished all services to have been performed or furnished by General Contractor and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The General Contractor does hereby release for itself and any party or entity action for General Contractor or claiming by, through or under General Contractor, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The General Contractor further agrees to reimburse and does hold harmless and fully indemnify ESD its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the General Contractor or by any person or entity acting for or claiming by, through or under the General Contractor, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: \_\_\_\_\_  
(Signature)

NOTARIZED

\_\_\_\_\_  
(Company Name)



**EXHIBIT C: RECAPTURE TERMS**

**Intentionally Deleted**





**EXHIBIT D: OPINION OF COUNSEL**

[Letterhead of Counsel to the Grantee]

[Date]

Empire State Development Corporation  
Hedley Park Place  
433 River Street, Suite 1003  
Troy, New York 12180

Attn: Chelsey Watroba

Re: Schodack - A. Servidone Headquarters RESTORE NY V, Project #131,732

Ladies and Gentlemen:

We have acted as special counsel to Town of Schodack, a municipality (the "Grantee"), in connection with the execution and delivery of the Grant Disbursement Agreement dated [Date of Agreement] (the "Agreement") between New York State Urban Development Corporation d/b/a Empire State Development ("ESD") and the Grantee.

This opinion letter is being furnished to you at our client's request pursuant to Section 3(a) of the Agreement. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Agreement.

In rendering the opinions set forth herein, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary or appropriate for the purposes of this opinion letter, including (a) the Agreement, (b) the certificate of incorporation of the Grantee and (c) the by-laws of the Grantee. We have also examined and relied upon such other matters of law, documents, certificates of public officials and representations of officers and other representatives of the Grantee as we have deemed relevant, appropriate or necessary to the rendering of our opinions.

In rendering the opinions expressed below, we have assumed the legal capacity of all natural persons signing documents and that the signatures of persons signing all documents in connection with which this opinion letter is rendered are genuine, all documents submitted to us as originals or duplicate originals are authentic and all documents submitted to us as copies, whether certified or not, conform to authentic original documents. Additionally, we have assumed and relied upon the accuracy and completeness of all certificates and other statements, documents, records, financial statements and papers reviewed by us, and the accuracy and completeness of all representations, warranties, confirmations, schedules and exhibits contained in the Agreement, with respect to the factual matters set forth therein.

As to any facts material to the opinions expressed herein that we did not independently establish or verify, we have relied upon written statements and representations of



officers and other representatives of the Grantee and of certain public officials. We have also assumed and relied upon the accuracy and completeness of all certificates and other statements, representations, documents, records, financial statements and papers reviewed by us, and the accuracy and completeness of all representations, warranties and exhibits contained in the Agreement with respect to the factual matters set forth therein.

Based upon the foregoing and subject to the assumptions, qualifications and other matters set forth herein, we are of the opinion that:

1. The Grantee is validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder.

2. The Agreement has been duly authorized, executed and delivered by the Grantee and (assuming its due authorization, execution and delivery by ESD) is binding on and enforceable against the Grantee in accordance with its terms, subject to applicable bankruptcy, insolvency reorganization, arrangement, liquidation, moratorium, fraudulent conveyance or transfer and other similar laws relating to or affecting creditors' rights generally from time to time in effect and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), and except as rights under the Agreement to indemnity and contribution may be limited by federal or state laws.

We are admitted to practice in the State of New York and we express no opinion as to any matters governed by any laws other than the laws of the State of New York. The opinions expressed herein that are based on the laws of the State of New York are limited to the laws generally applicable in transactions of the type covered by the Agreement.

This opinion letter is for the benefit solely of ESD and not for the benefit of any other person. We are opining herein only as of the date hereof and we undertake no, and disclaim any, obligation to advise you of any changes in any matter set forth herein, regardless of whether changes in such matters come to our attention after the date hereof. No attorney-client relationship exists or has existed with ESD by reason of our preparation, execution and delivery of this opinion letter. By providing this opinion letter and permitting reliance hereon by you, we are not acting as your counsel and have not assumed any responsibility to advise you with respect to the adequacy of this opinion letter for your purposes. This opinion letter may not be relied upon by any other person or for any other purpose or used, quoted or otherwise referred to for any other purpose.

Very truly yours,



**EXHIBIT E: DISBURSEMENT TERMS**

**Disbursement**

Upon compliance with the terms of this Agreement, and receipt of the fees as set forth below, ESD shall disburse the Grant to the Grantee as follows:

Fees due:

Reimbursement for out-of-pocket expenses \$732

Up to \$800,000 will be disbursed to the Grantee upon completion of the project substantially as described in Exhibit A, documentation of construction/renovation, infrastructure/site work, furniture/fixtures/machinery/equipment and soft costs project costs totaling \$2,777,644 provided the Grantee is otherwise in compliance with the terms and conditions of this Agreement. Payment will be made upon presentation to ESD of an invoice and such other documentation as ESD may reasonably require, in the forms attached to this Agreement as Exhibits B and F and their attachments. Expenses must be incurred on or after December 15, 2017 to be considered reimbursable project costs. Previously expended funds may be applied toward match requirements retroactive to April 10, 2017, when the Restore New York Legislation was enacted.

**Wire Transfer Information:**

If ESD assistance is \$10,000 or greater, please provide:

-Letter from a financial officer of Town of Schodack certifying to the accuracy of the following information:

Bank Name: \_\_\_\_\_

ABA #: \_\_\_\_\_

Account Name: \_\_\_\_\_

Account #: \_\_\_\_\_



## EXHIBIT F: CAPITAL GRANT PAYMENT REQUISITION FORM

Note to Grantee: **Do not re-type this form.** Fill in only the version included in the executed GDA.

Schodack - A. Servidone Headquarters RESTORE NY V, Project #131,732

Disbursement Request amount: \$ \_\_\_\_\_

ESD funds may be applied by Grantee in payment or reimbursement of the following costs:

Minimum Expense Incurred (per Exhibit E)		\$2,777,644			
Eligible Expenses	A: Actual Costs Incurred (this request)	B: ESD Share (this request)	C: Cumulative Amount Previously Received from ESD	D: Grant Amount (Cumulative if multi-year grant)	E: (D-C-B) Grant Balance Remaining
Construction/Renovation				\$800,000	
<b>TOTAL</b>				\$800,000	

### CERTIFICATION

I hereby warrant and represent to Empire State Development ("ESD") that:

- 1) To the best of my knowledge, information and belief, the expenditures for which Town of Schodack is seeking payment and/or reimbursement comply with the requirements of the Agreement between ESD and Town of Schodack, are eligible expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from ESD does not duplicate reimbursement or disbursement of costs and/or expenses from any other source. These findings will be subject to audit by ESD's Internal Audit Department.
- 2) I have the authority to submit this invoice on behalf of Town of Schodack. The project, or portion thereof for which this invoice relates, has been completed in the manner outlined in the Agreement.
- 3) I hereby attach the following documents for ESD approval, in support of this requisition:
  - Exhibit B: Design & Construction Requirements (required with every payment request)
  - Exhibit F-2: Project Cost & Completion Affidavit (required with every payment request)
  - Exhibit F-2A: Documentation of Project
  - Exhibit G-2: Staffing Plan
  - Exhibit G-3: Workforce Employment Utilization Report
  - Exhibit G-4: M/WBE Utilization Plan
  - Exhibit G-5: Waiver Request Form
  - Exhibit G-6: M/WBE Contractor Compliance and Payment Report
  - A copy of all current policies of insurance (or certificates thereof) in full compliance with the terms and conditions of Section 12 of the Agreement
  - A copy of Certificate of Occupancy
- 4) There have been no materially adverse changes in the financial condition of the Grantee, except as disclosed in writing to ESD, from the date of submission of the Application to the date hereof.
- 5) The Grantee has acted responsibly from the date of submission of the Application to the date hereof in full compliance with the terms and conditions of Section 7 of the Agreement.
- 6) Representations, Warranties and Covenants made in Section 8 of the Agreement are still true, complete and accurate, unless waived in Exhibit I of the Agreement.





**EXHIBIT F: CAPITAL GRANT PAYMENT REQUISITION FORM, Cont.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

At any point in the course of your project, ESD would appreciate feedback regarding this ESD program. Please comment on the application, project approval, and/or payment reimbursement process or any other interactions with ESD related to the project. You may submit your feedback under separate cover to Edwin Lee, SVP – Loans and Grants, 633 Third Avenue, NY, NY 10017. Please include your Project Number and Project Name which are listed at the top of this exhibit on your submission.

Thank you.



**EXHIBIT F-1: FINANCIAL CONDITION DOCUMENTATION**

**Intentionally Deleted**













## **EXHIBIT G: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

### **I. General Provisions**

- A. Empire State Development (ESD) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Recipient of the subject Grant Disbursement Agreement (the "Recipient" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to ESD, to fully comply and cooperate with the ESD in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Recipient's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

### **II. Contract Goals**

- A. For purposes of this Contract, the ESD hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation based on the current availability of qualified MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Recipient should reference the directory of New York State Certified MWBEs found at the following internet address:

**<http://www.esd.ny.gov/mwbe.html>**

Additionally, Recipient is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding



**EXHIBIT G: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH  
RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

constitutes a breach of contract and the Recipient shall be liable to the ESD for liquidated or other appropriate damages, as set forth herein.

**III. Equal Employment Opportunity (EEO)**

- A. Recipient agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Recipient shall comply with the following provisions of Article 15-A:
1. Recipient and subcontractors 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.
  2. The Recipient shall submit an EEO policy statement to the ESD with the executed Contract.
  3. If Recipient or subcontractor does not have an existing EEO policy statement, the ESD may provide the Recipient or subcontractor a model statement (see EXHIBIT G-1: M/WBE Participation/Equal Employment Opportunity Policy Statement).
  4. The Recipient's EEO policy statement shall include the following language:
    - a. The Recipient will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Recipient shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
    - c. The Recipient shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Recipient's obligations herein.
    - d. The Recipient will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant



## **EXHIBIT G: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

### **C. EXHIBIT G-2: Staffing Plan**

To ensure compliance with this Section, the Recipient shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Recipients shall complete the Staffing plan form and submit it as part of the executed Contract.

### **D. EXHIBIT G-3: Work Force Employment Utilization Report ("Workforce Report")**

1. Once a contract has been awarded and during the term of Contract, Recipient is responsible for updating and providing notice to the ESD of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
  2. Separate forms shall be completed by Recipient and any subcontractor performing work on the Contract.
  3. In limited instances, Recipient may not be able to separate out the workforce utilized in the performance of the Contract from Recipient's and/or sub's total workforce. When a separation can be made, Recipient shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Recipient's and/or subcontractor's total workforce, Recipient shall submit the Workforce Report and indicate that the information provided is Recipient's total workforce during the subject time frame, not limited to work specifically under the contract.
- E. Recipient shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Recipient 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.

## **IV. MWBE Utilization Plan**

- A. The Recipient represents and warrants that Recipient has submitted an MWBE Utilization Plan (EXHIBIT G-4) either prior to, or at the time of, the execution of the Contract.



## **EXHIBIT G: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

- B. Recipient 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 II-A of this Exhibit.
- C. Recipient 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, ESD shall be entitled to any remedy provided herein, including but not limited to, a finding of Recipient non-responsiveness.

### **V. Waivers**

- A. For Waiver Requests Recipient should use the Waiver Request Form (EXHIBIT G-5).
- B. If the Recipient, after making good faith efforts, is unable to comply with MWBE goals, the Recipient may submit a Request for Waiver form documenting good faith efforts by the Recipient to meet such goals. If the documentation included with the waiver request is complete, the ESD shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the ESD, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Recipient is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the ESD may issue a notice of deficiency to the Recipient. The Recipient 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.

### **VI. Quarterly MWBE Contractor Compliance Report**

Recipient is required to submit a Quarterly MWBE Contractor Compliance and Payment Report (EXHIBIT G-6) to the ESD by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

### **VII. Liquidated Damages/Recapture - MWBE Participation**

- A. Where ESD determines that Recipient is not in compliance with the requirements of the Contract and Recipient refuses to comply with such requirements, or if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals, Recipient shall be obligated to pay to the ESD liquidated damages or be subject to recapture of grant proceeds ("Recapture").
- B. Such liquidated damages or Recapture shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Recipient achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.





**EXHIBIT G: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH  
RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

- C. In the event a determination has been made which requires the payment of liquidated damages (and such identified sums have not been withheld by the ESD) or Recapture, Recipient shall pay such liquidated damages or Recapture to the ESD within sixty (60) days after they are assessed by the ESD unless prior to the expiration of such sixtieth day, the Recipient has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages or Recapture shall be payable if Director renders a decision in favor of the ESD.





## **EXHIBIT G-1: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY M/WBE PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

I, \_\_\_\_\_ (CONTRACTOR REPRESENTATIVE), the \_\_\_\_\_ (AWARDEE/CONTRACTOR) agree to adopt the following policies with respect to the project being developed or services rendered at \_\_\_\_\_.

### **M/WBE PARTICIPATION (M/WBE)**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from ESD's Office of Contractor and Supplier Diversity and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhance participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

### **EQUAL EMPLOYMENT OPPORTUNITY POLICY (EEO)**

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- (c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race,





**EXHIBIT G-1: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY  
M/WBE PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

- (d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
(SIGNATURE)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Minority Business Enterprise Liaison**

\_\_\_\_\_ (Name of Designated Liaison) is designated as the Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

**30% Minority and Women's Business Enterprise Participation**

**EEO Contract Goals**

**N/A% Minority Labor Force Participation**

**N/A% Female Labor Force Participation**

\_\_\_\_\_  
(Authorized Representative)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





**Empire State  
Development**

**EXHIBIT G-2: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY**

**STAFFING PLAN**

**Submit with Bid or Proposal – Instructions on page 2**

<b>Solicitation No.:</b>	<b>Reporting Entity:</b>	<b>Report includes Contractor's/Subcontractor's:</b> <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force <input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor
<b>Offeror's Name:</b>	<b>Subcontractor's Name:</b>	
<b>Offeror's Address:</b>		

**Enter the total number of employees for each classification in each of the EEO-Job Categories identified**

EEO-Job Category	Work force by Gender		Work force by Race/Ethnic Identification						Veteran		
	Total Male (M)	Total Female (F)	White (M)	Black (M)	Hispanic (M)	Asian (M)	Native American (M)	Disabled (M)	Veteran (M)	Veteran (F)	
											White (F)
Officials/Administrators											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers											
Laborers											
Service Workers											
Temporary /Apprentices											
<b>Totals</b>											

<b>PREPARED BY (Signature):</b>	<b>TELEPHONE NO.:</b>
	<b>ALTERNATE TEL:</b>
	<b>EMAIL ADDRESS:</b>

Submit completed with bid or proposal M/WBE 101 (Rev 04/2012)

**General Instructions:** All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (M/WBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or Subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or Subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or Subcontractor's total work force.





**EXHIBIT G-2: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY  
STAFFING PLAN**

**Instructions:**

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

**RACE/ETHNIC IDENTIFICATION:**

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

**OTHER CATEGORIES:**

- DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- GENDER** Male or Female









**EXHIBIT G-3: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY**  
**WORKFORCE EMPLOYMENT UTILIZATION REPORT**

Submit the above completed form to:

**Empire State Development**  
**Office of Contractor and Supplier Diversity**  
**633 Third Avenue, 33<sup>rd</sup> Floor**  
**New York, NY 10017**

**General Instructions:** The work force utilization (M/WBE 102) is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total work force, the contractor and/or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total work force, information on the total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to the M/WBE Program Management Unit within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a copy of the previously submitted report indicating no change with the date and reporting period updated.

**Instructions for completing:**

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading 'Work force by Gender'
7. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Program Management Unit at (518) 474-5513 if you have any questions.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.





**EXHIBIT G-3: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY**  
WORKFORCE EMPLOYMENT UTILIZATION REPORT

**RACE/ETHNIC IDENTIFICATION**

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

**OTHER CATEGORIES**

- **DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female





**EXHIBIT G-4: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY  
M/WBE UTILIZATION PLAN**

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This MWBE Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

**Federal Employer Identification No. (FEIN):**

**Offeror's Name:**

**Offeror's Address:**

**City, State, Zip Code:**

**Telephone No.:**

**Region/Location of Work:**

**Solicitation No.:**

**Project No.:**

**M/WBE Goals in the Contract: MBE - % WBE - %**

1. Certified M/WBE Subcontractors/Suppliers Federal Employer Identification Number (FEIN), Name, Address, Phone, Fax and Email Address.	2. Classification  NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies / Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

**6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A WAIVER REQUEST FORM (FORM E4).**

**PREPARED BY (Signature):** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_ **EMAIL ADDRESS:** \_\_\_\_\_





EXHIBIT G-4: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY  
M/WBE UTILIZATION PLAN

Preparer's Name (Print or Type):

Preparer's Title:

Date:

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

**\*\* FOR OCSD-M/WBE USE ONLY \*\***

REVIEWED BY:

DATE:

UTILIZATION PLAN APPROVED?

YES  NO Date:

Contract No.:

Project No. (if applicable):

Contract Award Date:

Estimated Date of Completion:

Amount Obligated Under the Contract:

Description of Work:

NOTICE OF DEFICIENCY ISSUED?

YES  NO Date of Issue:

NOTICE OF ACCEPTANCE ISSUED?

YES  NO Date of Issue:





EXHIBIT G-5: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY WAIVER REQUEST FORM

<b>Waiver Applicant</b>		
Offeror / Contractor Name:	Fed ID No.:	
Address:	Solicitation/Contract No.:	
City, State, Zip Code:	M/WBE Goals: MBE: ___%    WBE: ___%	
<p><b><u>By submitting this form and the required information, the offeror / contractor certifies that every "Good Faith Effort" has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract. Review 5 NYCRR §142.8, Contractor's Good Faith Efforts, on page 2 of this form for the precise definition of "Good Faith Effort".</u></b></p>		
<p><b>Contractor is requesting a:</b></p> <p>1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested.  <input type="checkbox"/> Total    <input type="checkbox"/> Partial</p> <p>2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested.  <input type="checkbox"/> Total    <input type="checkbox"/> Partial</p> <p>3. <input type="checkbox"/> Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development).</p> <p>Date of such filing with Empire State Development Corporation: ___</p>		
<p>PREPARED BY (Signature): _____ Date: __</p> <p>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.</p>		
Name and Title of Preparer (Printed or Typed):	Telephone Number:	Email Address:
<p>Submit with the bid or proposal or if submitting after award submit to:</p> <p><b>Empire State Development Office of Contractor and Supplier Diversity 633 Third Avenue, 33<sup>rd</sup> Floor New York, New York 10017</b></p>	<b>***** FOR M/WBE USE ONLY *****</b>	
	REVIEWED BY:	DATE:
	<p>Waiver Granted: <input type="checkbox"/> YES    MBE: <input type="checkbox"/>    WBE: <input type="checkbox"/></p> <p><input type="checkbox"/> Total Waiver    <input type="checkbox"/> Partial Waiver</p> <p><input type="checkbox"/> ESD Certification Waiver    <input type="checkbox"/> *Conditional</p> <p><input type="checkbox"/> Notice of Deficiency Issued ___</p> <p>* <b>Comments:</b></p>	





**EXHIBIT G-5: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY  
WAIVER REQUEST FORM**

**5 NYCRR §142.8 - Contractor's Good Faith Efforts**

- (a) The contractor must document its good faith efforts toward meeting certified minority and women-owned business enterprise utilization plans by providing, at a minimum:
- (1) Copies of its solicitations of certified minority and women-owned business enterprises and any responses thereto;
  - (2) If responses to the contractor's solicitations were received, but a certified minority or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;
  - (3) Copies of any advertisements for participation by certified minority and women-owned business enterprises timely published in appropriate general circulation, trade and minority or women-oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;
  - (4) Copies of any solicitations of certified minority and/or women-owned business enterprises listed in the directory of certified businesses;
  - (5) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified minority and women-owned business enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;
  - (6) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority and women-owned business enterprises..
- (b) In addition to the information provided by the contractor in paragraph (a) above, the State agency may also consider the following to determine whether the contractor has demonstrated good faith efforts:
- (1) Whether the contractor submitted an alternative utilization plan consistent with the subcontract or supplier opportunities in the contract;
  - (2) The number of certified minority and women-owned business enterprises in the region listed in the directory of certified businesses that could, in the judgment of the State agency, perform work required by the State contract scope of work;
  - (3) The actions taken by the contractor to contact and assess the ability of certified minority and women-owned business enterprises located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;
  - (4) Whether the contractor provided relevant plans, specifications or terms and conditions to certified minority and women-owned business enterprises sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier;
  - (5) The terms and conditions of any subcontract or provision of suppliers offered to certified minority or women-owned business enterprises and a comparison of such terms and conditions







**Empire State  
Development**

**EXHIBIT G-6: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY  
M/WBE CONTRACTOR COMPLIANCE AND PAYMENT REPORT**

---

**PROJECT SPONSOR/DEVELOPER  
(or "REPORTING COMPANY"):**

**FEDERAL EIN #:**

**ADDRESS:**

**TOWN/COUNTY/ZIP:**

**CONTACT PERSON:**

**TELEPHONE:**

**EMAIL:**

**ESD/OCSD REPRESENTATIVE:**

**PROJECT NAME:**

**PROJECT #:**

**PROJECT START DATE:**

**PERCENT COMPLETE:**

**ACTUAL COMPLETION DATE:**





**EXHIBIT G-6: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY**  
**M/WBE CONTRACTOR COMPLIANCE AND PAYMENT REPORT**

Attach M/WBE executed contracts, final lien waivers, cancelled checks, etc., or other documentation describing the "Good Faith Efforts" taken to achieve M/WBE program. This report should be completed and signed by an officer of the Reporting Company.

PRIME CONTRACTOR (Federal EIN #, Firm's Name, Address, Contact Person, Title and Phone # with area code)	CONTRACT AMOUNT	M/WBE SUBCONTRACTOR (Federal EIN #, Subcontractor Name, Address, Contact Person, Title and Phone # with area code)	SCOPE OF SERVICES	M/WBE CONTRACT AMOUNT	M/WBE PAYMENTS PREVIOUSLY REPORTED	M/WBE PAYMENTS ON CURRENT REPORT	TOTAL M/WBE PAYMENTS TO DATE

CERTIFICATION: I, \_\_\_\_\_ (Print Name), the \_\_\_\_\_ (Title) of the Reporting Company above, do certify that (i) I have read this Compliance Report and (ii) to the best of my knowledge, information and belief, the information contained herein is complete and accurate.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_





**EXHIBIT G-6: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY**  
M/WBE CONTRACTOR COMPLIANCE AND PAYMENT REPORT

**SUBMIT REPORT TO: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY**

EMPIRE STATE DEVELOPMENT  
633 THIRD AVENUE, 35<sup>th</sup> FLOOR  
NEW YORK, NY 10017

Completed Exhibits may also be emailed directly to OCSD at [ocsd@esd.ny.gov](mailto:ocsd@esd.ny.gov). All email submissions must include the name and contact information of the individual or firm submitting the information.

**QUESTIONS?** Please contact the OCSD's Project Managers or email the division at [ocsd@esd.ny.gov](mailto:ocsd@esd.ny.gov).

<b>Danah Alexander</b> Project Manager, OCSD (212) 803-3244 <a href="mailto:danah.alexander@esd.ny.gov">danah.alexander@esd.ny.gov</a>	<b>Denise Ross</b> Project Manager, OCSD (212) 803-3226 <a href="mailto:denise.ross@esd.ny.gov">denise.ross@esd.ny.gov</a>	<b>Edwina Telemaque</b> Project Manager, OCSD (212) 803-3109 <a href="mailto:edwina.telemaque@esd.ny.gov">edwina.telemaque@esd.ny.gov</a>	<b>Geraldine Ford</b> Project Manager, OCSD (716) 846-8205 <a href="mailto:geraldine.ford@esd.ny.gov">geraldine.ford@esd.ny.gov</a>	<b>Jazmin Thomas</b> Project Assistant, OCSD (212) 803-3571 <a href="mailto:jazmin.thomas@esd.ny.gov">jazmin.thomas@esd.ny.gov</a>	
NYC -- Bronx, Brooklyn, Queens Long Island	Capital District Mid-Hudson	Central New York Southern Tier	Finger Lakes Western New York	ESD Procurement Contracts ESD Subsidiaries -- QWDC, ESNMC	
North Country	NYC-Manhattan, Staten Island	Contracts: DED Procurement Contracts	ESD Subsidiaries -- ECHDC, USA Niagara		
Mohawk Valley	Client: College of Nanoscale Science & Engineering (New York Polytechnic)				
ESD Subsidiaries -- AYCDC, HCDC, MSCD					



**EXHIBIT H: REPORT OF EMPLOYMENT**

**Intentionally Deleted**





## **EXHIBIT I: SPECIAL PROVISIONS**

**In the event of any conflict between Exhibit A of this Agreement and any other provisions of this Agreement, the terms of such other provisions shall govern.**

**Neither the Grant, nor any equipment or facility funded in part or whole by the Grant, shall be used at any time or in any manner for religious worship, instruction or proselytizing.**

**The following sections of the Terms and Conditions of this Agreement are waived: Section 2; Section 3(e); the reference to "Exhibit H" in Section 4(a); Section 8(i); Section 9(a)(iv); and Section 9(a)(vii).**



**INTERMUNICIPAL AGREEMENT**

**THIS AGREEMENT made and entered this \_\_ day of February, 2020, by and between the TOWN OF SCHODACK, a municipal corporation with offices located at 265 Schuurman Road, Castleton, New York 12033 (hereinafter "Town"); the COUNTY OF RENSSELAER, a municipal corporation with offices located at 1600 7<sup>th</sup> Avenue Troy, New York 12180 (hereinafter "County"); and the SCHODACK CENTRAL SCHOOL DISTRICT, with offices located at 1477 South Schodack Road, Castleton, New York 12033 (hereinafter "School District") (the Town, County, and School District are hereinafter collectively referred to the "Parties").**

**WITNESSETH:**

**WHEREAS, the Parties hereto recognize and acknowledge the environmental and economic benefits of solar energy technology and further acknowledge the efforts by the State of New York to promote clean energy options; and**

**WHEREAS, the Parties hereto also acknowledge that the State of New York has enacted specific legislation concerning assessment of real property improved with a solar energy system, and that treatment of real property improved with a solar energy system from a real property taxation perspective presents a unique circumstance distinct from other commercial and/or industrial land uses; and**

**WHEREAS, New York Real Property Tax Law Section 487(2) provides, in relevant part, that real property which includes a solar energy system approved in accordance with legal requirements shall be exempt from taxation to the extent of any increase in the value thereof by reason of the inclusion of such solar energy system, and the period of such exemption shall be for fifteen (15) years; and**

**WHEREAS, New York Real Property Tax Law Section 487(8) provides that a county, city, town, village, or school district may provide by local law or resolution, as the case may be, that no exemption from real property taxation under Real Property Tax Law Section 487(2) shall be applicable within its jurisdiction with respect to any solar energy system located within such jurisdiction; and**

**WHEREAS, as of the date of this Intermunicipal Agreement, neither the Town, the County, nor the School District has enacted a local law, or adopted a resolution, as the case may be, under the provisions of New York Real Property Tax Law Section 487(8) to "opt out" and subject real property to increased assessment due to the inclusion of a solar energy system; and**

**WHEREAS, New York Real Property Tax Law Section 487(9) further provides that in the event a county, city, town, village, or school district has not acted to remove such real property tax exemption for such solar energy systems, each such taxing jurisdiction may require the owner of such solar energy system to enter into a contract for payments in lieu of taxes (hereinafter a "PILOT Agreement"); and**

WHEREAS, it is the intent of the Parties hereto, acting as taxing jurisdictions under New York Real Property Tax Law Section 487(9), to require all owners and operators of solar energy systems to enter into a PILOT Agreement for each such solar energy facility located in their respective jurisdictions, and to have such PILOT Agreement executed as a joint agreement by and between such taxing jurisdictions and the solar energy facility owner and/or operator; and

WHEREAS, the Parties desire to enter into a binding agreement with respect to the fair and equitable allocation of payments received under such PILOT Agreements for solar energy systems located on property in the Town of Schodack that is likewise located within the jurisdiction of the Schodack Central School District; and

WHEREAS, Article 5-G, Section 119-o of the New York General Municipal Law authorizes municipal corporations to enter into intermunicipal cooperative agreements;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. The Parties hereto shall allocate payments received under all PILOT Agreements for solar energy systems located on property in the Town of Schodack that is also located within the jurisdiction of the Schodack Central School District as follows:

School District - 50% of each PILOT payment;  
County - 25% of each PILOT payment;  
Town - 25% of each PILOT payment.

2. All PILOT Agreements for solar energy systems as identified herein shall include a provision that an annual bill under such PILOT Agreement shall be issued by the County to the solar energy system owner, and that the County shall, upon receipt of each payment from the solar energy system owner under such PILOT Agreement, pay to the Town and the School District their proportionate share of each such payment in accordance with the schedule in paragraph 1 hereof. The County shall transmit the payment of such proportionate share of all such PILOT payments to the Town and the School District in accordance with its standard practices and procedures for all PILOT Agreements administered by the Rensselaer County Bureau of Tax Services.
3. This Agreement shall be interpreted consistently with the terms of PILOT Agreements in connection with solar energy systems for facilities located in the Town of Schodack and also within the jurisdiction of the Schodack Central School District that are executed on or after the date hereof. In the event of any conflict between this Intermunicipal

Agreement (or any portion thereof) and any PILOT Agreement for solar energy systems as described herein which are executed on or after the date hereof, the terms and conditions of this Intermunicipal Agreement shall prevail.

4. The term of this Intermunicipal Agreement shall run concurrently with the term of all applicable PILOT Agreements concerning solar energy systems then in effect.
5. This Agreement is made and shall be interpreted in accordance with the laws of the State of New York.
6. The Parties agree that this is the entire, fully integrated agreement between them with respect to the terms and conditions set forth herein.
7. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the Parties hereto.
8. If any section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any Court of competent jurisdiction, such section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.
9. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
10. The Parties warrant that all necessary action has been taken to authorize each of the Parties' execution, delivery, and performance of this Agreement, and this Agreement constitutes each of the Parties' legal, valid, and binding obligation enforceable against it in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

TOWN OF SCHODACK

\_\_\_\_\_  
By: David Harris, Supervisor

COUNTY OF RENSSELAER

\_\_\_\_\_  
By: Steven McLaughlin, County Executive

SCHODACK CENTRAL SCHOOL DISTRICT

\_\_\_\_\_  
By: Jason Chevrier, Superintendent

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

On the \_\_ day of \_\_\_\_\_ in the year 2020, before me, the undersigned, a notary public in and for said state, personally appeared David Harris, Supervisor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by her/his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_ day of \_\_\_\_\_ in the year 2020, before me, the undersigned, a notary public in and for said state, personally appeared Steven McLaughlin, County Executive, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by her/his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_ day of \_\_\_\_\_ in the year 2020, before me, the undersigned, a notary public in and for said state, personally appeared Jason Chevrier, Superintendent, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by her/his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public





---

**PAYMENT IN LIEU OF TAXES AGREEMENT  
FOR SOLAR ENERGY SYSTEMS**

**between**

**RENSSELAER COUNTY**

**and**

**TOWN OF SCHODACK**

**and**

**SCHODACK CENTRAL SCHOOL DISTRICT**

**and**

**ELMBROOK SOLAR, LLC**

Dated as of \_\_\_\_\_, 2020

---

**RELATING TO THE PREMISES LOCATED AT 2191  
Brookview Road IN THE (TOWN OF  
SCHODACK, RENSSELAER COUNTY, NEW YORK.**

---

PAYMENT IN LIEU OF TAXES AGREEMENT  
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY (this "Agreement"), effective as of the date on the cover page, above (the "Effective Date"), by and between ELMBROOK SOLAR, LLC, a Delaware liability Company licensed to do business in the State of New York, with a principal place of business located at 2270 River Road, Castleton-on-Hudson, New York 12033 ("Owner"), the SCHODACK CENTRAL SCHOOL DISTRICT, a New York education corporation with a principal place of business located at 1477 South Schodack Road, Castleton, New York 12154 (the "School District"), the COUNTY OF RENSSELAER, New York, a New York municipal corporation with a principal place of business at 1600 7th Ave, Troy, New York 12180 (the "County"), and the TOWN OF SCHODACK , a municipal corporation with a principal place of business at 265 Schuurman Road, Castleton, New York 12033 (the "Town").

The School District, Town and County are herein collectively referred to as the "Taxing Jurisdictions." Owner and the Taxing Jurisdictions are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to each of the Taxing Jurisdictions that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487 (1)(b) (herein the "Project") with an expected nameplate capacity ("Capacity") of approximately five (5) Megawatts AC on a parcel of land located within the Town of Schodack, Rensselaer County at 2191 Brookview Road and identified as Town of Schodack SBL ~~#188.-6-15./1~~ as described in Exhibit A (herein the "Property"); and

WHEREAS, the Taxing Jurisdictions have not opted out of RPTL Section 487 ("RPTL 487"); and

WHEREAS, pursuant to RPTL 487 (9)(a), the Taxing Jurisdictions have indicated their intent to require a Payment in Lieu of Taxes Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to each of the Taxing Jurisdictions for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the Town (the "Assessor") an RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems ("Form RP-487"), demonstrating the eligibility of the Project for a real property tax exemption pursuant to RPTL 487(4); and

WHEREAS, the Parties intend that, during the term of this Agreement, any increase in value of the Property due to the Project will be exempt real property taxation in accordance with and to the extent authorized by RPTL 487 (the "Exemption").

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 Representations of the Parties.

1.1 The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

A. The Owner is duly organized, and a validly existing Delaware limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

B. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

C. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation or Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdictions or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

D. The Project meets the guidelines set forth by the New York State Energy Research and Development Authority and all other applicable provisions of law necessary for the Project to be entitled to Exemption, and Owner has submitted all required documentation and received all necessary approvals related thereto.

1.2 The Taxing Jurisdictions hereby represent, warrant, and covenant that, as of the date of this Agreement:

A. The Taxing Jurisdictions are each duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

B. All necessary action has been taken to authorize each of the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes each of the Taxing Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with its terms.

C. [Intentionally omitted].

D. [Intentionally omitted].

## 2.0 Tax Exemption; Payment in Lieu of Real Property Taxes.

2.1 Tax-Exempt Status of the Project Facility. It is the intent of the Parties that, pursuant to RPTL 487, a Form RP-487 has or will be filed by the Owner with the Assessor establishing that the Project is eligible for the Exemption.

2.2 Term. Provided the Project is determined by the Assessor to be exempt from real property taxation in accordance with and to the extent authorized by RPTL 487, Owner agrees to make annual payments to the Taxing Jurisdictions in lieu of real property taxes attributable to the Project for a period of fifteen (15) consecutive fiscal tax years in amounts and at the times set forth in Sections 2.3 and 4.0 (the "Annual Payments"). The Parties agree that Annual Payments may not exceed the amounts that would otherwise be payable by Owner in respect to the Project but for the Exemption. Such fifteen (15) year term shall commence on the first Taxable Status Date following the date when the Project is recognized as exempt from taxation on the assessment roll of the Town, pursuant to RPTL 487 (the "Commencement Date"), and shall end on the fifteenth Fiscal Year thereafter (the "Term"). For the purposes of this Agreement, (a) "Taxable Status Date" shall mean March 1<sup>st</sup> of each Fiscal Year, and (b) "Fiscal Year" shall mean each successive twelve (12) month period commencing on January 1 and ending on December 31.

2.3 Payments. The first Annual Payment shall be in the amount of Five Thousand Dollars (\$5,000.00) per Megawatt AC of Capacity, and thereafter, Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of five (5) Megawatts AC, Annual Payments to be made by Owner during the Term of this Agreement shall be as listed in Exhibit B, attached hereto and made a part hereof. All Annual Payments by the Owner hereunder shall be paid in lawful money of the United States of America. Each Annual Payment will be paid to the Taxing Jurisdictions in accordance with Sections 4.0 and 2.4 of this Agreement.

2.4 Payment and Billing. The Annual Payment amount and payment date will be noted on an annual bill issued by Rensselaer County to the Owner, provided that any failure by Rensselaer County to issue such a bill shall not relieve Owner of its obligation to make timely payments under this Section. The County shall, upon receipt of each Annual Payment from the Owner, pay to the School District and the Town their proportionate share of the Annual Payment in accordance with Exhibit B.

2.5 Depreciation and Changes in Tax Rate. Owner agrees that the Annual Payments to be made under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdictions' tax rate, and the Taxing Jurisdictions agree that the Annual Payments will not be increased on account of an inflation factor or increase in the Taxing

Jurisdictions' tax rate, all of which factors have been considered in arriving at the Annual Payment amounts reflected in this Agreement.

2.6 Special Districts and Underlying Property. Owner agrees that the Annual Payment shall not include i) any property taxes due and payable to any special district and/or any property taxes due against the underlying land on which the Project is sited. Owner agrees that such special district and underlying land taxes shall be made in addition to the Annual Payment.

### 3.0 Change in Capacity.

3.1 Change in Capacity at Mechanical Completion: Adjustments to Payments. If on the date that the Project is mechanically complete and Owner has commenced production of electricity (the "Completion Date"), the Capacity of the Project is increased as a result of the replacement or upgrade of existing Project equipment or property, or the addition of new Project equipment or property, or any other reason whatsoever, the Annual Payments set forth in Exhibit B will be increased on a pro rata basis, as mutually agreed upon by the Parties in their respective reasonable discretion.

3.2 Change in Capacity After Mechanical Completion: Adjustments to Payments. If, after the Completion Date, the Capacity of the Project is increased as a result of the replacement or upgrade of existing Project equipment or property, or the addition of new Project equipment or property, or any other reason whatsoever, the Annual Payments set forth in Exhibit B shall be increased on a pro rata basis for the remaining years of the Term, as mutually agreed upon by the Parties in their respective reasonable discretion.

4.0 Payment to the County. Annual Payments to the County shall be made payable to the Rensselaer County Chief Fiscal Officer and mailed to the County of Rensselaer, c/o 1600 7th Ave, Troy, New York 12180, and are due no later than January 31<sup>st</sup> of each Fiscal Year (the "Annual Payment Date").

4.1 Late Payments. All late Annual Payments, or portions thereof, shall accrue interest at the statutory rate for late tax payments under New York Law ("Interest"). Owner shall pay the attorney fees, costs and disbursements, filing fees, and other court costs, and all other costs incurred by any of the Taxing Jurisdictions in the collection of any unpaid amounts. In the event the Owner fails to make such payments to the Taxing Jurisdictions following such collection efforts, then the Town may assess such unpaid amounts, including all accrued Interest thereon, against the Property as delinquent taxes in accordance with Section 13.1.

### 5.0 Tax Status. Tax Certiorari. Separate Tax Lot.

5.1 Exemption. Provided the Project is determined by the Assessor to be exempt from real property taxation in accordance with and to the extent authorized by RPTL 487, the Taxing Jurisdictions agree that during the Term of this Agreement, the Taxing Jurisdictions will not assess any ad valorem real property taxes with respect to the Project to which the Project might otherwise be subject to under New York law.

5.2 Payments of Special Assessments or Special District Assessments. This Agreement is not intended to affect, and will not preclude the Taxing Jurisdictions from

assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdictions to the Project and/or Property other than taxes or charges from which the Project is exempt pursuant to RPTL 487; provided, that the Property shall remain taxable on the assessment rolls of the Taxing Jurisdictions through the Term of this Agreement.

5.3 Tax Certiorari. Provided that the Project is recognized as exempt upon the assessment rolls of the Taxing Jurisdictions in accordance with RPTL 487 during each Fiscal Year of the Term hereof, Owner covenants that it will not commence any proceeding pursuant to Article 7 of the RPTL or any other applicable state or federal law, for the review of any assessment covered by this Agreement; provided, however, that nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Property pursuant to Article 7 of the RPTL.

5.4 Separate Lots. Following the Commencement Date, the Assessor may assign a tax lot number to the Project, which shall be separate and distinct from the tax lot number of the Property.

6.0 Underlying Land. Notwithstanding anything to the contrary contained herein, Owner hereby acknowledges and agrees that the Taxing Jurisdictions shall continue to assess the Property upon which the Project is constructed.

7.0 Assignments, Binding Effect.

7.1 Assignment, generally. This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdictions; such consent may not be unreasonably withheld if the assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdictions, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the satisfaction of the Taxing Jurisdictions, in their respective sole and absolute discretion, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A memorandum of this Agreement shall be recorded by Owner, at Owner's cost and expense, in the Rensselaer County Clerk's Office, and the Taxing Jurisdictions shall reasonably cooperate in the execution of any required assignments with the Owner and its successors.

7.2 Assignment to Affiliate or Financing Party. Owner may, with advance written notice to the Taxing Jurisdictions and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

7.3 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdictions, the Owner and their respective successors and assigns.

8.0 Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9.0 Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdictions to review and negotiate any such instruments or documents.

10.0 Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

If to Taxing Jurisdictions:

Town of Schodack  
265 Schuurman Road  
Castleton, NY 12033

Schodack Central School  
Attn: Superintendent  
1477 South Schodack Road, Castleton, New York 12154

Rensselaer County  
Attn: County Executive  
1600 Seventh Street, Troy, New York 12180

With a copy to:

Whiteman Osterman & Hanna, LLP  
One Commerce Plaza  
Albany, New York 1210  
Attn: Daniel T. Hubbell, Esq.

Rensselaer County  
Attn: County Attorney  
1600 Seventh Street, Troy, New York 12180



Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11.0 Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdictions each consent to the jurisdiction of the New York State Supreme Court, County of Rensselaer regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

12.0 Termination Rights of the Owner. Owner may terminate this Agreement in the event Owner provides notice to the Taxing Jurisdictions that it is discontinuing the production of electricity and is de-commissioning its equipment (a "Notice of Termination"). Upon receipt of the Notice of Termination, the Project shall be immediately placed on the taxable portion of the tax roll, at which point the provisions of Section 520 of the RPTL shall apply. Owner shall be liable for Annual Payments due in the Fiscal Year of such termination, except that if Owner is required to pay any pro-rata portion of real property taxes for the unexpired portion of any Fiscal Year, the Annual Payments for such Fiscal Year shall be reduced pro rata so that the Owner is not required to pay both Annual Payments and real property taxes for any period of time.

13.0 Termination Rights of Taxing Jurisdictions. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdictions may terminate this Agreement and the Assessor may terminate the Exemption conferred on ten (10) days written notice to Owner if:

13.1 Owner fails to make timely Annual Payments required under this Agreement, unless such payment, with Interest, is received by the Taxing Jurisdictions within fifteen (15) days of the Annual Payment Date. In the event the Owner has failed to make timely payments hereunder, including accrued Interest thereon under Section 4.1, and the Taxing Jurisdictions have terminated this Agreement, the Taxing Jurisdictions may assess (i) all unpaid amounts due hereunder, plus (ii) any and all additional amounts that would have otherwise been payable by Owner in the absence of the Exemption, against the Property as delinquent taxes and each Taxing Jurisdiction may take whatever action at law or in equity to collect the total amount assessed and due as delinquent taxes; and

13.2 Owner has filed, or has had filed against it, a petition for voluntary or involuntary Bankruptcy, liquidation, receivership, or executes an assignment for the benefit of creditors, or is otherwise insolvent.

14.0 Remedies; Waiver And Notice.

14.1 No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

14.2 Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall

be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

14.3 No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

15.0 Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

16.0 Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

17.0 No Third Party Beneficiaries. The Parties state that there are no third party beneficiaries to this Agreement.

18.0 Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

19.0 Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Page Follows]

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

**ELMBROOK SOLAR, LLC**

By: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SCHODACK CENTRAL SCHOOL DISTRICT**

By: \_\_\_\_\_

Name \_\_\_\_\_

Superintendent \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Date

**TOWN OF SCHODACK**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Supervisor \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF RENSSELAER**

By: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

EXHIBIT A

DESCRIPTION OF LAND Commencing at the point of intersection of the westerly line of Brookview Road, County Highway No. 5, with the common division line of land now or formerly of Muscato as conveyed in Book 6384 of Deeds at Page 25 to the south and said lands of Elmbrook Limited Partnership to the north;

Thence from said Point of Commencement along said westerly line of Brookview Road, North 16 deg. 20 min. 30 sec. East, 1,003.22 feet to a point; Thence through said lands of Elmbrook Limited Partnership the following two (2) courses and distances:

- 1) South 73 deg. 39 min. 50 sec. West, 211.73 feet to a point;
- 2) North 74 deg. 44 min. 40 sec. West, 855.00 feet to the Point of Beginning of the hereinafter described lease parcel of land;

Thence from said Point of Beginning continuing through said lands of Elmbrook Limited Partnership the following seventeen (17) courses and distances:

- 1) North 63 deg. 09 min. 30 sec. West, 58.00 feet to a point;
- 2) North 74 deg. 34 min. 00 sec. West, 1,675.00 feet to a point;
- 3) South 15 deg. 26 min. 00 sec. West, 193.50 feet to a point;
- 4) North 73 deg. 35 min. 00 sec. West, 1,011.50 feet to a point;
- 5) North 00 deg. 00 min. 00 sec. East, 443.00 feet to a point;
- 6) South 73 deg. 38 min. 20 sec. East, 287.60 feet to a point;
- 7) North 00 deg. 00 min. 00 sec. East, 94.00 feet to a point;
- 8) South 73 deg. 38 min. 40 sec. East, 192.00 feet to a point;
- 9) North 00 deg. 00 min. 00 sec. East, 195.50 feet to a point;
- 10) South 74 deg. 26 min. 30 sec. East, 155.00 feet to a point;
- 11) South 00 deg. 00 min. 00 sec. West, 198.00 feet to a point;
- 12) South 73 deg. 54 min. 10 sec. East, 420.00 feet to a point;
- 13) South 00 deg. 00 min. 00 sec. West, 74.50 feet to a point;

- 14) South 75 deg. 04 min. 40 sec. East, 175.00 feet to a point;
- 15) North 00 deg. 00 min. 00 sec. East, 283.00 feet to a point;
- 16) South 75 deg. 17 min. 50 sec. East, 1,694.00 feet to a point;
- 17) South 13 deg. 38 min. 30 sec. West, 562.00 feet to the point or place of beginning of said lease parcel and containing 33.743± acres of land.

EXHIBIT B

ANNUAL PAYMENTS

Fiscal Year	To Town	To County	To School	Total Payment
Year 1	6250.00	6250.00	12500.00	25,000.00
Year 2	6375.00	6375.00	12750.00	25,500.00
Year 3	6502.50	6502.50	13005.00	26,010.00
Year 4	6632.55	6632.55	13265.10	26,530.20
Year 5	6765.20	6765.20	13530.40	27,060.80
Year 6	6900.50	6900.50	13801.02	27,602.02
Year 7	7038.52	7038.52	14077.02	28,154.06
Year 8	7179.28	7179.28	14358.58	28,717.14
Year 9	7322.86	7322.86	14645.76	29,291.48
Year 10	7469.32	7469.32	14938.67	29,877.31
Year 11	7618.71	7618.71	15237.44	30,474.86
Year 12	7771.09	7771.09	15542.18	31,084.36
Year 13	7926.50	7926.50	15853.04	31,706.04
Year 14	8085.04	8085.04	16170.09	32,340.17
Year 15	8246.74	8246.74	16493.49	32,986.97

**TEMPORARY LICENSE TO USE PREMISES**

This **LICENSE AGREEMENT** is entered into as of the \_\_\_ day of February, 2020, by and between the **TOWN OF SCHODACK** ("Town"), a municipal corporation existing under the laws of the State of New York, with offices located at 265 Schuurman Road, Castleton, New York 12033, and **BOY SCOUT TROOP 53**, ("Troop 53") located in Castleton-on-Hudson, New York.

**WHEREAS**, the Town owns certain real property and improvements located at 3776 U.S. Route 20, Nassau, New York and commonly referred to as the Town Highway Garage ("Premises"); and

**WHEREAS**, Troop 53 desire to have temporary use of the Premises for purposes of storing two trailers; and

**WHEREAS**, subject to the terms and conditions set forth herein, the Town is willing to permit Troop 53 to use the Premises for such purpose.

**NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. The Town hereby grants Troop 53 a temporary license to use the exterior portion of the Premises for purposes of storing two trailers, subject to the following conditions:

- a. The trailers shall be stored at such exterior location(s) on the Premises as may be designated by the Town Highway Superintendent from time to time, and in no event shall be located in such a way so as to interfere with the Town's use and enjoyment of the premises;
- b. Troop 53 fully assumes the risk of any and all damage, theft, destruction, or other loss to the property;
- c. Troop 53 shall indemnify and hold the Town harmless from any injury, damages, or other loss associated with the placement, storage, and/or removal of the property on the Premises.

2. This License may be terminated by either party at any time upon written notice, and in the event of termination all property of Troop 53 shall be removed from the Premises within twenty-four (24) hours.

**TOWN OF SCHODACK:**

**BOY SCOUT TROOP 53**

By: \_\_\_\_\_  
David Harris, Supervisor

By: \_\_\_\_\_  
Kurt Maier



