

THE TOWN BOARD of the Town of Indian Lake, held a Public Hearing on the Water #1- Blue Mt. Lake Water project on November 22, 2021 at 9:00 a.m. The location was the Town Hall, Pelon Rd., Town of Indian Lake, County of Hamilton, State of New York.

Supervisor Wells opened the meeting. All said the Pledge of Allegiance. Supervisor Wells called for the Roll with the following Board Members answering:

Roll Call: Councilman Mahoney	Here
Councilwoman Stanton	Here
Councilman Rathbun	Here
Supervisor Wells	Here

Supervisor Wells explained to all the Public Hearing was to discuss the Blue Mt. Lake Water Project, District # 1. He told all present that we were scrambling to get this done in order to get the Grant out. He told all the deadline was today.

Supervisor Wells made a motion to open the Public Hearing on the Water District # 1 Project at 9:01 p a.m.. Seconded by Councilwoman Stanton.

Roll Call: Councilman Mahoney	Aye
Councilwoman Stanton	Aye
Councilman Rathbun	Aye
Supervisor Wells	Aye

Ski Lesson Request

Supervisor Wells asked the Boards preference concerning the Oak Mt. Ski request that the Town fund ski lessons for kids, Pre-K – 8th grade brought in by Abby Eichler.

Request attached herein. Discussion was held. Supervisor Wells thought this would be a good way to see how many kids participated, this could have an impact on the possibility of re-opening the Town Ski Hill in the future. He stated we would only be funding the program through Oak Mt. therefore the Town would have no liability and nothing to do with the sign up, transportation or chaperones, that would be up to Abby Eichler to put together and handle. He told all the school would be supplying the transportation and bus driver. Councilwoman Stanton discussed different amounts of funding and requirements. Supervisor Wells explained that due to covid there was some money left in the rec. program. Councilwoman stated perhaps paying half the cost. The Board ended the discussion to move on to the Water District # 1 Grant process. As there was no one present with questions, Supervisor Wells made a motion to close the Public Hearing at 9:20 a.m. Seconded by, Councilman Rathbun.

Roll Call: Councilman Mahoney	Aye
Councilwoman Stanton	Aye
Councilman Rathbun	Aye
Supervisor Wells	Aye

Resolution # 17- Authorizing the Acquisition, Construction and Installation of Improvements to Water District # 1 – at a maximum cost of \$5,000,000.00.

Supervisor Wells offered Resolution # 17, Resolution stating that it was in the publics best interest to acquire, construct and install the water system Improvements. Seconded by, Councilwoman Stanton. Resolution # 17 attached herein.

Roll Call: Councilman Mahoney	Aye
Councilwoman Stanton	Aye
Councilman Rathbun	Aye
Supervisor Wells	Aye

Resolution # 18 – Bond Resolution Authorizing the Issuance of Serial Bonds to finance the Acquisition, Construction and Installation of Improvements to the Water District # 1 Water System

Supervisor Wells offered Resolution # 18, Authorizing the Issuance of \$5,000,000.00 Serial Bonds to Finance the Acquisition, Construction and Installation of Improvements to the Water District # 1 Water system. Seconded by, Councilwoman Stanton. Resolution # 18 attached herein.

Roll Call: Councilman Mahoney Aye
 Councilwoman Stanton Aye
 Councilman Rathbun Aye
 Supervisor Wells Aye

Cedarwood Agreement/Contract

Supervisor Wells made a motion to enter into the new Agreement/Contract with Cedarwood. Seconded by, Councilman Rathbun.

Roll Call: Councilman Mahoney Aye
 Councilwoman Stanton Aye
 Councilman Rathbun Aye
 Supervisor Wells Aye

Mandatory State Revolving Fund Terms and Conditions

Supervisor Wells made a motion that the Town of Indian Lake enter into the Grant applications for the Mandatory State Revolving Fund Grant for contracts funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund. Seconded by, Councilwoman Stanton.

Roll Call: Councilman Mahoney Aye
 Councilwoman Stanton Aye
 Councilman Rathbun Aye
 Supervisor Wells Aye


Supervisor Wells signed all documents pertaining to the Grant application.

Ski Lesson Request Resumed

Discussion resumed concerning the ski lesson request. After much deliberation, Supervisor Wells made a motion to allow the Supervisor to enter into an agreement with Oak Mt. for the 2021 -2022 ski season for Pre K – 8th grade for the dates of: 12/19/2021, 01/09/2022, 01/16/2022, 01/23/2022, 01/30/2022, 02/06/2022, 02/13/2022, 03/06/2022, make up days, 03/13/2022, 03/20/2022 per diam cost. Seconded by Councilman Mahoney.

Roll Call: Councilman Mahoney Aye
 Councilwoman Stanton Aye
 Councilman Rathbun Aye
 Supervisor Wells Aye

Supervisor Wells made a motion to adjourn meeting at 10:20 a.m. Seconded by, Councilwoman Stanton. All in favor. Meeting adjourned.


Respectfully Submitted by: Julie A. Clawson/Town Clerk

Ski Lessons - Updated Info

Abby Eichler <abby.eichler@gmail.com>

Tue 11/9/2021 7:51 AM

To: iltclerk@outlook.com <iltclerk@outlook.com>

Good morning Julie,

Can you please pass the following info onto Brian and/or the Board? I don't seem to have his email address at home.

After finding out about equipment and seasons passes, my total cost estimate went down to \$9816. This is best case scenario, meaning every single kid attends every single lesson.

Here's what Laura from Oak told me:

1. Yes they can do per kid per time and bill at the end, as long as I am willing to coordinate it (I am)
2. They need to know the morning of who cannot make it to the lessons. I would then send Laura a text pic of the kids who are in the program and then it shows if some will not be there.
3. If they are a no call no show, the town is billed for the lesson and rentals (if needed) not the ticket, but we would have had the instructor and equipment waiting for them. (I'm waiting to hear back what the cost is for this, but in my opinion if they don't get back to me before the lesson then they are just not included).
4. If they miss more than 2 they can't continue to do the lessons because their group moves on and it's incredibly distracting to have someone come in after 5 weeks of work.

One other thing I have suggested to Laura is that we set a date before lessons begin for the children who need rentals to get fitted for their equipment. This will help the Mountain as well as us because the people who are truly interested will make the time to get their child's equipment.

All of this, in my opinion, means that the total cost to the Town will not be more than what I've proposed and could even be much less. Lastly, I wanted to let you know the Gore price is \$333 for 6 weeks of lift, rental and 1 hour lesson. That's \$5 more than the 8 x 1.5 hour lessons that Oak Mountain is offering.

I realize the next board meeting isn't until December 13th. If the board likes this idea, can we get paperwork and info out to the parents?

Laura's email is laura@oakmountainski.com and her phone number is 518-548-3606 if you have more questions for her.

Please let me know what my next steps need to be.

Thank you again for your consideration,
Abby



**OAK
MOUNTAIN**

Oak Mountain LLC
141 Novosel Way
PO Box 373
Speculator, NY 12164
518.548.3606

Ski & Snowboard Lessons at Oak Mountain 2021-22— Indian Lake

It's that time of year again where we are gearing up for Ski Season! Whether you are a first-timer or in need of a refresher, Oak Mountain's Ski & Snowboard School will help you understand why our instructors love this sport. We will help you build confidence and skills to have the best day on snow! From our beginner hill, terrain park, blue cruisers, black diamonds and glade trails; you are sure to experience it all.

The eight week lesson program prices are as follows:

\$10 Lift Ticket (Kids 5 and Under are free)

\$19 Lesson

\$12 Rental

For all 8 weeks: Cost per student K through 8th with rentals is \$328

For all 8 weeks: Cost per Prek student with rentals is \$248

This program is available to Prek-8th grade students that are enrolled in Indian Lake School.

Parents are responsible for dropping them off before the lessons time and picking them up promptly at the end of their lessons. Please make sure your child/children have proper winter clothing: jacket, snow pants, hat, gloves, warm socks and warm comfortable clothing underneath.

Sunday lesson dates:

12/19, 1/9, 1/16, 1/23, 1/30, 2/6, 2/13, 3/6

make up days: 3/13, 3/20

Lesson Times:

12:30-2pm

Please make sure all forms are returned to Oak Mountain no later than 11/30/21. There are 3 forms to fill out if your child needs rentals (Ski School Waiver, Rental Waiver and Permission Slip) We will be doing a rental fitting at the mountain, date TBD.

Thank you,

**Laura O'Brien
Oak Mountain
VP Marketing & Sales
o: 518.548.3606
c: 802.793.4520**

RESOLUTION # 17 - 2021

At a meeting of the Town Board of the Town of Indian Lake, Hamilton County, New York held on November 22, 2021, the following resolution was offered by Supervisor Brian E Wells, who moved its adoption, seconded by Councilwoman Sally Stanton:

RESOLUTION PURSUANT TO TOWN LAW SECTION 202-b AUTHORIZING THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS TO THE INDIAN LAKE WATER DISTRICT NO. 1 WATER SYSTEM AT A MAXIMUM COST OF \$5,000,000.

WHEREAS, pursuant to Town Law Section 202-b, the Town Board of the Town of Indian Lake, Hamilton County, New York (the "Town") proposes to undertake the acquisition, construction and installation of improvements to the Indian Lake Water District No. 1 (the "District") water system (the "Water System Improvements") as described in the report prepared by Cedarwood Engineering Services PLLC, which is on file in the Town Clerk's office; and

WHEREAS, the proposed Water System Improvements are in place of the proposed improvements previously approved by the Town Board in its bond resolution adopted August 14, 2017; and

WHEREAS, a public hearing on this matter was held by the Town Board on November 22, 2021, and the matter was fully discussed and all interested persons were heard.

NOW, THEREFORE, the Town Board of the Town of Indian Lake hereby resolves and determines that it is in the public interest to acquire, construct and install the Water System Improvements, and the Town hereby authorizes the acquisition, construction and installation of the Water System Improvements, at a maximum estimated cost of \$5,000,000.

ROLL CALL VOTE

Ayes: 4

Noes: 0

Absent: 0

DECLARED ADOPTED: November 22, 2021 - Julie A. Clarkson
Town Clerk

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

I, the undersigned Town Clerk of the Town of Indian Lake (the "Town"), DO HEREBY CERTIFY that I have compared the foregoing copy of the minutes of the meeting of the Town Board, including the Resolution contained therein, held on November 22, 2021 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (i) all members of the Town Board had due notice of said meeting, (ii) said meeting was in all respects duly held, (iii) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law and (iv) there was a quorum of the members of the Town Board present throughout said meeting.

I FURTHER CERTIFY that as of the date hereof the attached Resolution is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this 22 day of November, 2021.

Julie A. Clarkson
Town Clerk
Town of Indian Lake

[SEAL]

RESOLUTION # 18 OF 2021

BOND RESOLUTION DATED NOVEMBER 22, 2021 OF THE TOWN OF INDIAN LAKE, HAMILTON COUNTY, NEW YORK, AUTHORIZING THE ISSUANCE OF \$5,000,000 SERIAL BONDS TO FINANCE THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS TO THE WATER DISTRICT NO. 1 WATER SYSTEM.

Introduced by Supervisor Brian Wells who moved its adoption, seconded by Councilwoman Sally Stanton

BE IT RESOLVED by the Town Board of the Town of Indian Lake, Hamilton County, New York as follows:

Section 1. The Town of Indian Lake, Hamilton County, New York (the "Town") is hereby authorized to undertake the acquisition, construction and installation of improvements to the Water District No. 1 (the "District") water system, including acquisition of land or rights in land, and original furnishings, equipment, machinery or apparatus required in connection therewith, at an estimated maximum cost not to exceed \$5,000,000.

Section 2. It is hereby determined that the aggregate maximum estimated cost of the aforesaid specific objects or purposes to be financed by the Town is \$5,000,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of the issuance of \$5,000,000 of serial bonds (the "Bonds") of the Town authorized to be issued pursuant to this resolution and the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific objects or purposes set forth in Section 1 is forty (40) years pursuant to paragraph 1 of Section 11.00(a) of the Local Finance Law.

Section 4. Pursuant to Section 107.00(d)(9) of the Local Finance Law, current funds are not required to be provided prior to issuance of the Bonds or any bond anticipation notes issued in anticipation of issuance of the Bonds.

Section 5. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution.

Section 6. The Bonds and any bond anticipation notes issued in anticipation of the Bonds, shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law and the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the real property within the Town without legal or constitutional limitation as to rate or amount. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be

apportioned and assessed upon the several lots and parcels of land within the District, which the Town Board shall determine to be especially benefited by the improvement, an amount sufficient to pay the principal of and interest on such obligations as the same becomes due and payable, but if not paid from such source, all the taxable real property in the Town shall be subject to the levy of ad valorem taxes without limitation as to rate or amount sufficient to pay the principal of and interest on such obligations when due.

Section 7. Subject to the provisions of this resolution and of the Local Finance Law, and pursuant to the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 63.00 inclusive of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the Bonds herein authorized, including renewals of such notes, and the power to prescribe the terms, form and contents of the Bonds, and any bond anticipation notes, and the power to sell and deliver the Bonds and any bond anticipation notes issued in anticipation of the issuance of the Bonds, and the power to sell and deliver the Bonds and any bond anticipation notes providing for substantially level or declining annual debt service, is hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

Section 8. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the Town's General Fund. It is intended that the Town shall then reimburse such expenditures with the proceeds of the Bonds and bond anticipation notes authorized by this resolution and that the interest payable on the Bonds and any bond anticipation notes issued in anticipation of the Bonds shall be excludable from gross income for federal income tax purposes. This resolution is intended to constitute the declaration of the Town's "official intent" to reimburse the expenditures authorized by this resolution with the proceeds of the Bonds and bond anticipation notes authorized herein, as required by Regulation Section 1.150-2.

Section 9. The serial bonds and bond anticipation notes authorized to be issued by this resolution are hereby authorized to be consolidated, at the option of the Town Supervisor, the chief fiscal officer of the Town, with the serial bonds and bond anticipation notes authorized by other bond resolutions adopted by the Town Board for purposes of sale in one or more bond or note issues aggregating an amount not to exceed the amount authorized in such resolution. All matters relating to the sale of the Bonds, including the date of the Bonds, the consolidation of the Bonds and bond anticipation notes with other issues of the Town, and the serial maturity of the Bonds, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

Section 10. The Town Supervisor, as Chief Fiscal Officer of the Town, is further authorized to sell all or a portion of the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, to the New York State Environmental Facilities Corporation (the "EFC") in the form prescribed in one or more agreements (the "Agreements") between the Town and EFC; to execute and deliver on behalf of the Town all Agreements, and other documents, and to take such other actions, as are necessary or appropriate to obtain a loan or loans from the EFC for all or a portion of the costs of the expenditures authorized by this resolution, and perform the Town's obligations under its Bonds or bond anticipation notes delivered to EFC and all Agreements.

Section 11. The validity of the Bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of the Bonds may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money; or
- (b) the provisions of law which should be complied with at the date of the publication of this resolution or a summary thereof are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or
- (a) such obligations are authorized in violation of the provisions of the Constitution.

Section 12. This resolution, or a summary thereof, shall be published in the official newspapers of the Town for such purpose, together with a notice of the Clerk of the Town in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 13. The Town Supervisor, as chief fiscal officer of the Town, is hereby authorized to enter into an undertaking for the benefit of the holders of the Bonds from time to time, and any bond anticipation notes issued in anticipation of the sale of the Bonds, requiring the Town to provide secondary market disclosure as required by United States Securities and Exchange Commission Rule 15c2-12.

Section 14. The Town is a town to which Subdivision 3 of Section 104.10 of the Local Finance Law is applicable, and the Town Supervisor is hereby directed to make application to the New York State Comptroller for approval of the issuance of the obligations authorized pursuant to this resolution.

Section 15. The Town Board hereby determines that the provisions of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by this resolution.

Section 16. This resolution supersedes the bond resolution adopted by the Town Board on August 14, 2017 relating to District water system improvements and such resolution is hereby repealed.

Section 17. This resolution is not subject to permissive referendum in accordance with Section 35.00(b)(2) of the Local Finance Law.

Section 18. This resolution shall take effect immediately.

ROLL CALL VOTE

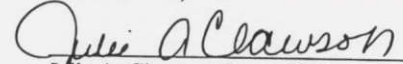
Ayes: 4

Noes: 0

Absent: 0

DECLARED ADOPTED

November 22, 2021


Julie A. Clawson, Town Clerk

STATE OF NEW YORK)
)SS.:
COUNTY OF HAMILTON)


I, the undersigned, Clerk of the Town of Indian Lake, Hamilton County, New York (the "Town"), DO HEREBY CERTIFY:

That I have compared the annexed abstract of the minutes of the meeting of the Town Board of the Town, held on the 22nd day of November, 2021, including the resolution contained therein, with the original thereof on file in my office, and the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that the full Board of the Town consists of five (5) members; that Four (4) members of the Board were present at such meeting; and that Four (4) of such members voted in favor of the attached resolution.

I FURTHER CERTIFY that (i) all members of the Board had due notice of the meeting, (ii) pursuant to Article 7 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public, and due notice of the time and place of such meeting was duly given in accordance with Article 7 of the Public Officers Law, and (iii) the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this 22 day of November, 2021.


Julie A. Clawson, Clerk
Town of Indian Lake
Hamilton County, New York

(SEAL)

AGREEMENT

BETWEEN THE TOWN OF INDIAN LAKE, NEW YORK AND CEDARWOOD ENGINEERING SERVICES PLLC

FOR PROFESSIONAL SERVICES RELATED TO THE BLUE MOUNTAIN LAKE WATER DISTRICT UPGRADES DWSRF No. 18430

THIS IS AN AGREEMENT made as of November 22, 2021, between the Town of Indian Lake, located at the Indian Lake Town Hall, 117 Pelon Road, Indian Lake, New York 12138 ("OWNER"), and Cedarwood Engineering Services PLLC, located at 3903 Main Street, Warrensburg, New York 12885 ("ENGINEER").

"OWNER" intends to enlist the professional services of the "ENGINEER" to provide Professional Services related to the Blue Mountain Lake Water District Upgrades.

"OWNER" and "ENGINEER", in consideration of their mutual covenants, herein agree in respect of the performance or furnishing of professional engineering services by "ENGINEER" with respect to the Project and the payment for those services by "OWNER" as set forth below. Execution of this Agreement by "ENGINEER" and "OWNER" constitutes "OWNER's" written authorization to "ENGINEER" to proceed on the date first above written with the services detailed in the Scope of Professional Services and Deliverables.

GENERAL

With this Engineering Agreement, the "OWNER" is retaining the "ENGINEER" to provide professional services related to the Blue Mountain Lake Water District Upgrades.

SCOPE OF PROFESSIONAL SERVICES AND DELIVERABLES

The "ENGINEER" will provide the following professional services to complete the planning, design, and construction phase services for a new surface water treatment plant as identified within the Engineering Report titled "Blue Mountain Lake Water System Upgrade", revised on November 4, 2021 and as described below:

Task I – Planning: \$15,000 (Budget)

- Cedarwood will complete planning and preliminary engineering services to assist the Town in completion of a revised engineering report and submission/application for funding. Cedarwood will evaluate multiple surface water treatment plant options and assist the Town in making a selection to move forward with the pilot testing phase and design.

Task II – Pilot Study Assistance, Report & Permitting: \$20,000 (Budget)

- Cedarwood will evaluate the pilot testing results (pilot study to be setup and run by others). Equipment and materials will also be provided and installed by others (treatment system manufacturer). Cedarwood is anticipating providing up to 80 hours of support to assist with startup, chemical selection, and dosing and to complete operational sheets for others to collect data during the study. The results will be provided to Cedarwood to compile and complete a pilot study report for submission into the New York State (NYS) Department of Health (DOH) for review and approval to ensure treatment goals are met or exceeded prior to entering the final design phase.

Task III – Design, Permitting & Project Manual: \$120,000 (Not to Exceed)

- Cedarwood will complete design phase services including required permitting through the New York State NYS DOH, NYS Department of Environmental Conservation (DEC), and the Adirondack Park Agency (Jurisdictional Inquiry Form) for a new surface water treatment plant design. Construction drawings, project manual and technical specifications will be generated to complete the permitting phase prior to bidding the project.

Task IV – Bid Phase & Contract Award Services: \$15,000 (Not to Exceed)

- This task will allow for engineering services and administration for the bid phase. It is anticipated that the project will be posted in the paper by the Town and the NYS Contract Reporter and will be advertised for a minimum of 4 weeks in duration. Cedarwood will prepare the Advertisement for Bids for the Town to publish and administer the bid process. We will complete a pre-bid meeting at the site to review project requirements with the prospective bidders and answer any questions that may arise during the bid process. Due to Wick's Law with a building being proposed, it is assumed that there will be four separate construction contracts for this project: General Contract, Plumbing Contract, HVAC Contract and Electrical Contract. Cedarwood will answer questions during the bid and publish Addenda to answer relevant questions required during the bid process. We will then evaluate the bids for each contract, call references, and provide a bid recommendation letter for each construction contract. This will also be sent to the funding agency for concurrence prior to final award. A resolution of award will be provided by Cedarwood to the Town to complete the award process. Cedarwood will also prepare and mail out the Notice of Award and unexecuted agreements to the contractors for their execution. The Contractors will then provide their required bonding, insurance and executed agreements to the Town for review and approval prior to commencing construction.

Task V – Engineering Services During Construction: \$162,000 (Budget)

- Cedarwood will complete the construction phase services including the following:
 - Engineering During Construction – Cedarwood will attend construction meetings, monitor construction progress, review pay applications, handle minor design revisions during construction, update regulatory agencies

and complete site visits as required during the duration of construction. The costs are based upon construction duration assumed to last no longer than one construction season – May to December. If additional design revisions, work change directions or change orders come up during construction that require additional services, they will be treated as such in accordance with the Agreement.

- Construction Oversight – Cedarwood will complete construction oversight (inspection) services as required for the project. The cost is listed as budgetary assuming that approximately 40 hours per week will be required by one inspector for the project for the duration of construction. If additional construction oversight is required or multiple inspection staff are needed, the additional costs will be treated as additional services as detailed within the contract.
- Record Drawings & Project Closeout – Cedarwood will take the as-built drawings provided by the Contractor and inspector after substantial completion of the project and will complete stamped Record Drawings for the Town's use. We will coordinate with the contractor to ensure the required project closeout documents are submitted to the Town, including:
 - AIA Document G706 – Contractor's Affidavit of Payment of Debts and Claims
 - AIA Document G706A – Contractor's Affidavit of Release of Liens
 - AIA Document G707 – Consent of Surety Company to Final Payment
 - Contractor's final over/under adjusting change order
 - Warranty information with dates & bond (if required)
 - Contractor's final pay application
 - Engineer's Certification Letter to State Agency indicating the project was completed in accordance with the approved plans and specifications.
 - Final Acceptance Letter from State Regulatory agency
 - Town Board resolution indicating acceptance of project as complete, recommending final payment and authorizing deobligation of remaining funds
 - Completion of Record Drawings

Task VI: MWBE Participation Expenses \$83,000 (20% Goal - Budget)

- This task will be the direct expenses required to comply with the NYS Environmental Facilities Corporation (EFC) State Revolving Fund Mandatory Terms & Conditions with our Non-Construction Contract. It is anticipated that Cedarwood will use Minority and Women Business Enterprises (MWBEs) for the following tasks:
 - Subsurface Borings/Geotechnical Investigation: Use of a MWBE geotechnical engineering firm to perform borings for the proposed water main and raw water feed line and in the area of the proposed treatment building. The generated report will be utilized within the project manual

for prospective bidders to obtain a representation of subsurface conditions for the project to provide accurate bids.

- Survey with Property Boundary Delineation and Flood Elevation Verification: A MWBE licensed land surveyor will be contracted to complete a topographical survey depicting existing conditions, with a property boundary delineation and certification of flood elevation to ensure the critical infrastructure is designed outside of the flood plain in accordance with regulatory standards.
- Document Collection during Construction, Wage Rate Interviews and Review of Certified Payroll: Cedarwood will utilize a MWBE subconsultant to perform required tasks during construction including, but not necessarily limited to collection of documentation from Contractors, wage rate interviews to ensure compliance with Davis Bacon and NYS Prevailing Wage Rates and review of certified payroll.

SUMMARY OF COSTS

The "ENGINEER" will complete the above listed professional services for each option at a total cost as follows:

• Task I – Planning	\$15,000
• Task II – Pilot Study Assistance, Report & Permitting	\$20,000
• Task III – Design, Permitting & Project Manual	\$120,000
• Task IV – Bid Phase & Contract Award Services	\$15,000
• Task V – Engineering Services During Construction	\$162,000
• <u>Task VI – MWBE Participation Expenses</u>	<u>\$83,000</u>
Total: \$415,000	

M/WBE REQUIREMENTS

The M/WBE subcontractor requirements for the Project are 20% of the Professional Services cost. Therefore, the "ENGINEER" shall subcontract to a NYS-registered M/WBE contractor, at minimum, to comply with the 20% goal of \$83,000 as detailed in Task VI above.

ADDITIONAL SERVICES

Additional services can be provided by the "ENGINEER" if deemed necessary and approved by the "OWNER". Compensation for additional services can be negotiated as needed.

Services not indicated or included in the above-listed scope of services or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and

reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed.

COMPENSATION

Compensation shall be based upon the hours spent on each task by the various categories of personnel, plus subcontractors and direct expenses in accordance with the Rate Schedule in effect (for the year) at the time of the work. We have included a 2021 rate schedule for reference. Compensation shall commence for services provided from the date of execution and proceed until completion of the work.

"ENGINEER" invoices will be submitted to the "OWNER" on a monthly basis. Payment shall be made to the "ENGINEER" within forty-five (45) calendar days of the date of the invoice. Checks shall be forwarded to Cedarwood Engineering Services PLLC, P.O. Box 1360, Oneonta, New York 13820.

INSURANCE

The "ENGINEER" shall maintain and keep current all insurances:

1. Errors and Omissions: \$2/ \$4,000,000
2. General Liability: \$1/\$2,000,000
3. Auto Liability: \$1,000,000
4. Workers Compensation: State Limits
5. Excess Umbrella: \$5,000,

STANDARD CONTRACT TERMS AND CONDITIONS

This contract is in accordance with the New York State Environmental Facilities Corporation Program and the terms and conditions contained within the attached NYS EFC Program Requirements and Bid Packet for Non-Construction Contracts – Effective October 1, 2017, and the Cedarwood Engineering Services, PLLC Standard Terms and Conditions, also attached.

ATTACHMENTS

- 2021 Rate Schedule
- Standard Terms and Conditions
- NYS EFC Mandatory State Revolving Fund Terms and Conditions for Contracts Funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund Effective November 1, 2021 for Non-Construction Contracts

ENDORSEMENTS

The following signatures establish the foregoing:

("OWNER")

TOWN OF INDIAN LAKE, NY

By: Brian Wells
(signature)

Print Name: Brian Wells

Title: Supervisor

Date: November 22, 2021

("ENGINEER")

CEDARWOOD ENGINEERING SERVICES PLLC

By: Jonathan Soukup
(signature)

Print Name: Jonathan Soukup, P.E.

Title: Principal

Date: 11/19/2021

CEDARWOOD
ENGINEERING SERVICES PLLC

A. LABOR

B. DIRECT SUBCONTRACT COSTS – Per Contract

C. MATERIAL COSTS – At Cost + 15 Percent

D. DIRECT EXPENSES

- Overnight [estimate based on weight – FedEx, UPS, Courier] – actual cost of items to be invoiced at cost, no additional markup.

• US Mail	At Cost
• Mileage	At Federal Rate Per Mile
• Other Allowable Direct Costs	At Cost

ATTACHMENT 2

Standard Terms and Conditions

CEDARWOOD ENGINEERING SERVICES PLLC

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

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

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

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

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including CLIENT's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.

7. RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as CLIENT's professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT's contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT's contractors.

8. CONSTRUCTION REVIEW. For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER.

9. INSURANCE. ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and ENGINEER'S business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT's agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials.

11. INDEMNITIES. To the fullest extent permitted by law, CLIENT and ENGINEER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CLIENT and ENGINEER, they shall be borne by each party in proportion to its negligence.

STANDARD TERMS AND CONDITIONS

12. LIMITATIONS OF LIABILITY. No employee or agent of ENGINEER shall have individual liability to CLIENT.

CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by ENGINEER under this Agreement or (alternative, in effect if strike through not in place) shall be limited in the aggregate to the amount of ENGINEER'S insurance or If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include as an attachment to this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

13. ACCESS. CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

14. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

15. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

16. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

17. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

18. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings.

19. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

20. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

21. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

22. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

23. COMPENSATION. ENGINEER will prepare and submit invoices to the CLIENT on a monthly basis. CLIENT shall make payment to the ENGINEER within 30 calendar days of the date of the invoice.

24. ADDITIONAL SERVICES. Additional services can be provided if deemed necessary and approved by the CLIENT. Compensation for additional services can be negotiated as needed. Additional work will be approved by the CLIENT prior to the execution of the additional tasks. Services not indicated or included in the above-listed scope of services or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed.

New Engineering Agreement for WIIA Application

Jessica Leerkes <jleerkes@cedarwoodengineering.com>

Fri 11/19/2021 10:55 AM

To: 'Brian Wells' <ilsuper@hotmail.com>; Julie Clawson <iltclerk@outlook.com>

Cc: Jonathan Soukup <jsoukup@cedarwoodengineering.com>

 1 attachments (6 MB)

Blue Mtn Lake Water District Upgrades DWSRF Agreement 2021_For Town Execution.pdf;

Brian,

Attached is a new engineering agreement for your review and approval. It needs to be signed and included with the WIIA application. Since we are applying as a new project and new project cost, a new engineering agreement is required. We kept it consistent with our updated report. If you want to add a qualifier (will not start design/pilot items until funding is procured....etc, feel free to hand write it and sign, or send us the markup and we can add it in and resend). If you have any questions, please let us know.

Thank you,

Jessica Leerkes

Cedarwood Engineering Services, PLLC
3903 Main Street
Warrensburg, NY 12885
518-623-5500

ATTACHMENT 3 NYS EFC Mandatory State Revolving Fund Terms and Conditions

ESTOPPEL NOTICE

The bond resolution, a summary of which is published herewith, has been adopted on the 22nd day of November, 2021, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Indian Lake, Hamilton County, New York (the "Town"), is not authorized to expend money or the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Summary of Bond Resolution

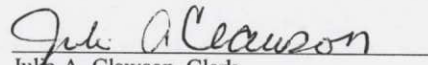
1. Class of Objects or Purposes – The acquisition, construction and installation of improvements to the Water District No. 1 water system, including acquisition of land or rights in land, and original furnishings, equipment, machinery or apparatus required in connection therewith, at an estimated maximum cost not to exceed \$5,000,000. This bond resolution supersedes the bond resolution previously adopted by the Town Board on August 14, 2017 relating to Water District No. 1 water system improvements.

2. Period of Probable Usefulness – Forty (40) years pursuant to paragraph 1 of Section 11.00(a) of the Local Finance Law.

3. Maximum Amount of Obligations to be Issued - \$5,000,000.

The bond resolution herein summarized shall be available for public inspection during normal business hours at the office of the Town Clerk at Town of Indian Lake, Hamilton County, New York.

The Town Board has determined that the provisions of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by the Bond Resolution.


Julie A. Clawson, Clerk
Town of Indian Lake
Hamilton County, New York



Environmental
Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President & CEO

Mandatory State Revolving Fund Terms and Conditions

for Contracts Funded with the NYS Clean Water State Revolving Fund
or Drinking Water State Revolving Fund

Effective November 1, 2021

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924 F: (518) 402-7456
www.efc.ny.gov

REQUIRED CONTRACT LANGUAGE

Recipient to Identify Contract Type:

☐ **Construction**

☐ **Treatment Works and Drinking Water Projects**

☐ **Non-Treatment Works**

☒ **Non-Construction**

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COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

"Contract" means an agreement between a Recipient and a Contractor.

"Contractor" means all bidders, prime contractors, Service Providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

"Service Provider" means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

"Subcontract" means an agreement between a Contractor and a Subcontractor.

"Subcontractor" means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

"Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part.

"State" means the State of New York.

"Treatment Works" is defined in Clean Water Act (CWA) Section 212.

"Nonpoint Source Projects" and **"Green Infrastructure Projects"** are defined in CWA Section 319.

"Estuary Management Program Project" is defined in CWA Section 320.

I. SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

For purposes of this section:

"Non-Construction" shall mean Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing.

"Contracts Meeting Article 15-A Thresholds" shall mean Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- (a) Non-Construction Contracts greater than \$25,000;
- (b) Non-Construction Contracts, that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- (c) Construction Contracts greater than \$100,000; and,
- (d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of:

- (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts;
- (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

Disregard this section if it does not apply to this Contract or Subcontract.

II. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.
7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.

B. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.

C. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

D. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

III. Equal Employment Opportunities (EEO)

Applicable to all Contracts and Subcontracts unless otherwise noted

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. A copy of the EEO notice ("EEO Poster") can be found at:
<https://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf>.

The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

Applicable to all construction Contracts

E. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Applicable to construction Contracts greater than \$10,000

F. The Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. Affirmative action goals for minorities and women by geographic region can be found here:
<https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf>.

G. Required EEO Forms

Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at
<https://www.eeoc.gov/employers/eo-1-survey/eo-1-instruction-booklet>, if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
2. Has 50 or more employees;
3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.

IV. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation based on the current availability of qualified MBEs and WBEs.

Program	MWBE Contract Goal*
CWSRF, DWSRF, & Green Innovation Grant Program	20%
NYS Water Infrastructure Improvement Act Grants (also receiving EFC loan)	Clean Water project 20% Drinking Water project 20%
NYS Intermunicipal Grants (also receiving EFC loan)	Clean Water project 20% Drinking Water project 20%

*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>.
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
 - a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
 - b. For non-construction Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract.
5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.

3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

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

V. SECTION 2 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

New York State Executive Law Article 17-B and 9 NYCRR Part 252 provide for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. EFC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp>.

Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

VI. SECTION 3 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all construction Contracts and Subcontracts for DWSRF projects and CWSRF treatment works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF treatment works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor acknowledges to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

VII. SECTION 4 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF treatment works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of \$2,000:

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm>. Wage determinations may be obtained from the US Department of Labor's website, <https://beta.sam.gov/>.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does

not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of \$100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

VIII. SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractor have not been debarred from or deemed ineligible for Government Contracts or federally assisted construction Contracts pursuant to Executive Order 11246.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

IX. SECTION 6 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor executing a Contract or Subcontract in excess of \$100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 9, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.



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

☐ Yes ☐ No

Explain your response and reference any applicable plans:

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

☐ Yes ☐ No ☐ N/A

Explain your response:

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

☐ Yes ☐ No

Explain your response and reference any applicable plans:

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

☐ Yes ☐ No

Explain your response and reference any applicable plans:

Section 4 – Miscellaneous

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

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

Section 5 – Signature

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

Applicant: <u>Town of Indian Lake</u>	Phone Number: <u>518.648.5585 ext 3</u>
Name and Title of Signatory: <u>Brian Wells - Supervisor</u>	
Signature: <u>Brian Wells</u>	Date: <u>11/22/21</u>

I. SIGNATURE FOR GRANT APPLICATION

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

Town of Indian Lake Board

(Governing Body of Municipal Applicant)

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

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

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

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

Brian Wells

(Signature of Authorized Representative)

Brian Wells, Supervisor

(Name and Title)

Town of Indian Lake

(Municipal Applicant)

11/22/21
(Date)

16. SIGNATURE PAGE FOR SRF APPLICATION FORM

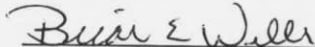
CERTIFICATION: On behalf of the applicant, and in accordance with the Resolution by

Indian Lake Town Board

(governing body of municipal applicant)

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

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


(Signature of Authorized Representative)

Brian E. Wells, Town Supervisor

(Name and Title)

Town of Indian Lake

(Applicant)

11/22/21
(Date)

Cedarwood Engineering Services, PLLC

(Name of Preparer, if different)

3903 Main Street

(Address of Preparer, if different)

Warrensburg, NY 12885

(515)

(Phone Number, include area code)

Signature pages for all grant and loan forms

Jessica Leerkes <jleerkes@cedarwoodengineering.com>

Fri 11/19/2021 11:08 AM

To: 'Brian Wells' <ilsuper@hotmail.com>; Julie Clawson <iltclerk@outlook.com>

Cc: Jonathan Soukup <jsoukup@cedarwoodengineering.com>

3 attachments (869 KB)

Signature Page smart-growth_BML.pdf; Signature Page SRF App Blue Mtn Lake_2021.pdf; Signature Page_WIIA application.pdf;

Brian,

Attached please find the three signature pages for the WIIA application, the SRF application and a smart growth form (required as part of WIIA app) for you to sign and scan back to us. If you have any questions or need any information, please let me know.

Sincerely

Jessica Leerkes

Cedarwood Engineering Services, PLLC

3903 Main Street

Warrensburg, NY 12885

518-623-5500

TOWN BOARD MEETING ATTENDANCE: Public Hearing
Bl. Mt. Lake water
DATE OF MEETING: November 22, 2024 7:00 PM - 9:00 PM

NAME:

TITLE:

ADDRESS:

1. Pat Mahoney

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