

Town of Olive

SEWER USE LAW

Applicable To Boiceville Sewer Service Area and the Shokan Sewer Service Area

***BE IT ENACTED BY THE TOWN BOARD OF THE
OF THE TOWN OF OLIVE, as follows:***

*Local Law No. 1 of 2007 entitled “Town of Olive Sewer Use Law”
as amended by Local Law No. 1 of 2010 are hereby repealed in
their entirety and replaced with the attached Local law similarly
entitled*

(Adopted on _____, 2022)

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ARTICLE 1 SHORT TITLE AND PURPOSE

Section 101	Short Title
Section 102	General Purpose
Section 103	Specific Purposes
Section 104	Replacement of Previous Sewer Use Law or Ordinance
Section 105	Notes on Referenced Standards

Section 101 - Short Title

For brevity and ease of communication, this Law may be cited as the Town of Olive Sewer Use Law.

Section 102 - General Purpose

The general purpose of this Law is the following:

To provide for efficient, economic, environmentally safe, and legal operation of the Town of Olive Publicly Owned Treatment Works (POTW).

Section 103 - Specific Purposes

The specific purposes of this Law are the following:

- (1) To prevent the introduction of substances into the POTW that will:
 - (a) interfere with the Municipal POTW in any way, or
 - (b) pass through the POTW into the State's waters and cause contravention of standards for those waters or cause violation of the POTW's SPDES permit, or
 - (c) hamper the disposal of POTW sludge and/or other residuals, or
 - (d) endanger employees responsible for the operation, maintenance, and repair of the POTW, or
 - (e) cause air pollution, or groundwater pollution, directly or indirectly, or
 - (f) cause, directly or indirectly, any public nuisance condition.

- (2) To prevent new sources of infiltration and inflow and, the extent practicable, eliminate existing sources of infiltration and inflow.

- (3) To assure that new sewer connections are properly constructed.

Section 104 – Applicability of Sewer Use Law

This Law shall apply only to areas in the Town that are currently served by the POTW and to areas that will be connected to the sewer collection system in the future. Those areas include the Boiceville Sewer District and the Shokan Sewer District and any real property connected to those sewer systems.

Section 105 - Replacement of Previous Sewer Use Law or Ordinance

The provisions of the Town’s existing Sewer Use Law are hereby repealed and said provisions are replaced by the herein set forth Articles 1 through 14.

Section 106 - Notes on Referenced Standards

Where this Law references standards of design or construction, such as but not limited to ASTM standards, ANSI standards, and Ten State Standards, or NYCDEP, NYSDEC or US EPA regulation or standards, such reference will be to the latest edition of any such standard or regulation.

ARTICLE 2 DEFINITIONS

Section 201	Defined Terms
Section 202	Abbreviations
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Section 201 - Defined Terms

Unless otherwise stated in the section where the term is used in this Law, the meaning of terms used in this Law shall be as stated below. When not inconsistent with the context, the present tense shall include the future, and words used in the plural shall include the singular and vice versa. For the purposes of this Law, shall is mandatory; may is permissive.

Abnormal Sewage - Sewage whose concentration of one or more characteristics of normal sewage exceeds the maximum concentrations of the characteristics of normal sewage. See normal sewage.

Act or "THE ACT" - The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq., as may be amended.

Administrator - The Regional Administrator of the U. S. Environmental Protection Agency (USEPA), Region 2.

Ammonia - The result obtained, using an approved laboratory procedure, to determine the quantity of ammonia in a sample, expressed as milligrams of nitrogen per liter.

Appropriate Agencies - For purposes of this Ordinance, with respect to the Inspector's exercise of judgment in fulfilling his/her responsibilities and obligations under this Ordinance, Appropriate Agencies shall include, in the discretion of the Inspector on a case-by-case basis, any or all of the following: the WWTP Chief Operator, Water and Sewer Public Works Superintendent, the Town Board, the Town engineer or consulting engineer, NYSDEC, NYSDOH, NYCDEP and US EPA.

Applicant - That person who makes application for any permit. The applicant may be an owner, new or old, or his agent.

Approval Authority - The USEPA, or the New York State Department of Environmental Conservation (NYSDEC), in the event the NYSDEC is delegated approval authority responsibility by the USEPA.

Approved Laboratory Procedure - The procedures defined as 'Standard Methods' in this Article, or other procedures approved by the Inspector for flow measurement or determination of the concentration of pollutants or their surrogates in waters, wastewater, and/or sludge.

ASTM, denoting American Society for Testing and Materials - The latest edition of any ASTM specification, when stipulated in this Law.

Authorized Representative of the Industrial User - An authorized representative of the industrial user may be:

- (1) A principal executive officer or his designee, if the industrial user is a corporation;
- (2) A general partner or proprietor, if the industrial user is a partnership or proprietorship, respectively;
- (3) A duly authorized representative of the individual designated above, if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates.

Available Capacity of POTW - Difference between the POTW's capacity and the average daily flows that the POTW treats.

BOD, denoting Biochemical Oxygen Demand - The result obtained when using an approved laboratory procedure to determine the quantity of oxygen utilized in the aerobic biochemical oxidation of organic matter or in a sample, expressed in milligrams per liter.

Boiceville Sewer Service Area - The Boiceville Sewer Service Area is the area shown on the map attached hereto, entitled "Boiceville Sewer Service Area Map", dated January 12, 2007, attached hereto as Appendix D.

Builder - Any person who undertakes to construct a building or any part of a building, either under contract or for resale.

Building Drain - That part of the lowest horizontal piping of a building drainage system which receives the discharge from soil, waste, and other drainage pipes inside the building walls, and conveys it to the building lateral, which begins five (5) feet outside the inner face of the building wall.

Building Lateral - The portion of a lateral that extends from the property line (or theoretical curb-cut) up to the foundation of the structure being served by the sewer system.

Capacity of POTW - The maximum amount of wastewater flow (in gal. per day) that the POTW can effectively treat. This is the same as the POTW's design flow permitted under its SPDES Permit.

Categorical Industrial User - See User, Categorical Industrial

Chlorine Demand - The result obtained when using an approved laboratory procedure to determine the difference between the amount of chlorine added to a sample and the amount of chlorine remaining in the sample at the end of a specified contact time at room temperature, expressed in milligrams per liter.

City of New York's Water Supply - The New York City public water supply system includes all water courses, wetlands, reservoirs, reservoir stems and controlled lakes

tributary thereto that are within the City's watershed areas and which provide drinking water to New York City residents and other specified communities along the water system's aqueducts.

COD, denoting Chemical Oxygen Demand - The result obtained when using an approved laboratory procedure to measure the oxygen requirement of that portion of matter, in a sample, that is susceptible to oxidation, by a specific chemical oxidant, expressed in milligrams per liter.

Color - The optical density at the visual wavelength of maximum absorption, relative to distilled water. One hundred percent (100%) transmittance is equivalent to zero (0.0) optical density.

Composite Sample - The sample resulting from the combination of individual samples of wastewater taken at selected intervals, for a specified time period. The individual samples may have equal volumes or the individual volumes may be proportioned to the flow at the time of sampling.

Connection - Attachment of a structure with plumbing to a sewer main or lateral.

Control Authority - The term shall refer to "Approval Authority", or to the Inspector when the Town has an approved pretreatment program under the provisions of 40 CFR 403.11.

Control Manhole - A manhole accessible to wastewater treatment plant and/or sewer system personnel in or upstream of the street lateral, such that samples collected from the manhole represent the flow to the POTW from a specific source.

Conventional Pollutant - A pollutant that the POTW was designed to treat, defined in accordance with the Act.

Cooling Water - The water discharged from any system of condensation, air conditioning, refrigeration, or other sources. It shall contain no polluting substances which would produce COD or suspended solids in excess of five (5) milligrams per liter, or toxic substances, as limited elsewhere in this Law.

Developer - Any person who subdivides and/or acquires land for the purpose of constructing, or causing to be constructed, buildings for which wastewater disposal facilities are required.

Direct Discharge - The discharge of treated or untreated wastewater directly to the Waters of the State of New York. (For reference, see Indirect Discharge.)

Domestic Wastes - see Sewage, Domestic.

Dry Sewers - The sanitary sewer installed in anticipation of future connection to the POTW but which is not used, in the meantime, for transport of storm or sanitary sewage.

Easement - An acquired legal right for the specific use of land owned by others.

End of Pipe - For the purpose of determining compliance with limitations prescribed by Article 7 (Discharge Restrictions), end of pipe shall mean the control manhole, provided the samples collected from the control manhole are representative of the discharge to the POTW.

End of Pipe Concentration - The concentration of a substance in a sample of wastewater at end of pipe.

EPA, USEPA, or U.S. Environmental Protection Agency - The agency of the federal government charged with the administration and enforcement of federal environmental laws, rules, and regulations. Also may be used as a designation for the Administrator or other duly authorized official of this agency.

Extension - Attachment of a sewer main, with more than one user, to an existing sewer main, unless otherwise designated as a lateral by NYCDEP and the Inspector.

Facility - All buildings, other structures, grounds and contiguous property at any locations related to or connected with a user at the user's location.

Floatable Oil - Oil, grease, or fat in a physical state such that it will separate by gravity from wastewater by treatment in a wastewater treatment facility.

Flow Rate - The quantity of liquid or waste that flows in a certain period of time.

Garbage - The solid wastes from the preparation, cooking, and dispensing of food, from the handling, storage, and sale of produce, and from the packaging and canning of food.

Grab Sample - A single sample of wastewater representing the physical, chemical, and biological characteristics of the wastewater at one point and time.

Grease Trap - A device designed and installed so as to separate and retain deleterious, hazardous, or undesirable matter from normal wastes while permitting normal sewage or liquid wastes to discharge into the drainage system by gravity.

ICS Form - The form used by the NYSDEC to survey industries to perform and update the Industrial Chemical Survey.

Indirect Discharge - The introduction of wastewater into the POTW for treatment and ultimate discharge of the treated effluent to the State's Waters. (For reference, See Direct Discharge)

Industrial - Meaning or pertaining to industry, manufacturing, commerce, trade, business, or institution (including educational institutions), and is distinguished from domestic or residential.

Industrial Chemical Survey (ICS) - The survey of industries in New York State, initiated by the NYSDEC, to determine chemical usage and storage by those industries.

Industrial User - See User, Industrial.

Industrial Wastes - The liquid or liquid-carried solid, liquid and/or gaseous wastes from industrial manufacturing processes, trade, service (including education), utility, or business, as distinct from sanitary sewage.

Infiltration - Water, other than wastewater, that enters a sewer system (excluding building drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow. Infiltration is inadvertent, that is, not purposely designed or built into the sewer or drain.

Inflow - Water, other than wastewater, that enters a sewer system (including building drains) from sources such as, but not limited to, roof leaders, cellar drains, area drains, drains from springs and swampy areas, manhole covers, catch basins, cooling towers, storm waters, foundation drains, swimming pools, surface runoff, street wash waters, or drainage. Inflow does not include, and is distinguished from, infiltration.

Inspector - Individual (or their authorized representative) chosen by the Town Board who is responsible to oversee POTW operations in the Town. He/she is responsible for receiving permit applications for the construction of sewer laterals and/or connections and for rendering determinations on such actions. The Inspector is also responsible for enforcing the Town of Olive Sewer Use Law.

Interference - A discharge which, alone or in conjunction with discharges by other sources,

(1) inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and

(2) therefore is a cause of a violation of any requirement of the POTW's SPDES permit (including an increase in the magnitude or duration of a violation) or prevents sewage sludge use or disposal by the POTW in accordance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations):

- (a) - Section 405 of the Clean Water Act,
- (b) - the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act - RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to Subtitle D or the SWDA),
- (c) - Clean Air Act,
- (d) - Toxic Substance Control Act, and
- (e) - Marine Protection Research and Sanctuaries Act.

Lateral - Pipe or conduit that goes from the sewer main up to the foundation of a structure with plumbing that is used to transmit sewage from the structure to the sewer collection system.

Lateral, Building - The sewer extension from the building drain to the Street Lateral or other place of wastewater disposal.

Lateral, Street - The sewer extension from the public sewer to the property line or easement line.

National Categorical Pretreatment Standard, or Categorical Standard - Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307 (B) and C of the Act (22 U.S.C. 1347), which applies to a specific category of industrial users. These standards apply at the end of the categorical process ("end of process").

National Pollutant Discharge Elimination System (NPDES) Permit - A permit issued pursuant to Section 402 of the Act (33 U.S.C. 1342).

National Prohibitive Discharge Standard, or Prohibitive Discharge Standard - Any regulation developed under the authority of Section 307 (B) of the Act, and 40 CFR, Section 403.5.

Natural Outlet - Any outlet, including storm sewers and combined sewer overflows, to State's Waters.

New Owner - That individual or entity who purchased property within the Service Area of the POTW after the effective date of this law.

New Source - Any source, the construction of which is commenced after the publication of the proposed regulation prescribing a Section 307 C (33 U.S.C 1317) Categorical Pretreatment Standard which will be applicable to such source, if such standard is thereafter promulgated.

New User - A discharger to the POTW who commences discharge after the effective date of this Law.

New York City Department of Environmental Protection (NYCDEP) - An agency of the City of New York that is involved principally with water supply and environmental protection activities, including watershed protection activities, in both New York City proper and the City's East and West of Hudson Watershed areas.

NYC Rules and Regulations- Rules and Regulations For the Protection from Contamination, Degradation and Pollution of the New York City Water Supply and Its Sources, 10 NYCRR Part 128, 18 RCNY Chapter 18, as the same may be amended from time to time.

Nuisance - The use or lack of use of the POTW in such a manner so as to endanger life or health, give offense to the senses, or obstruct or otherwise interfere with the reasonable use or maintenance of the wastewater treatment and sewage collection system.

Oil and Grease - The result obtained when using an approved laboratory procedure to determine the quantity of fats, wax, grease, and oil, in a sample, expressed in milligrams per liter.

Old Owner - That individual or entity who owns or owned a property, within the Service Area of the POTW, purchased prior to the effective date of this Law, or who inherited the property at any time and intends to sell the property, or has sold the property to a new owner; also the agent of the old owner.

Olive Wastewater Advisory Committee - At the discretion of the Town Board, a group of at least two (2) and no more than five (5) individuals may be chosen by the Town Board to serve in an advisory capacity on matters relating to the POTW. Each individual member shall be a resident and/or owner of property connected to the sewer system. To the extent practical, one member must be a member of the Town Board. Members shall serve at the discretion of the Town Board for terms of three years. The members shall serve without compensation. The Town Board shall consult with the Committee prior to establishing the Sewer Rent under Article 14 and prior to making allocation determinations under Sections 1301B and 1301C.

Other Wastes - Garbage (shredded or unshredded), refuse, wood, egg shells, coffee grounds, sawdust, shavings, bark, sand, lime, ashes, and all other discarded matter not normally present in sewage or industrial wastes. Also, the discarded matter not normally present in sewage or industrial waste.

Pass Through - The discharge which exits the POTW into waters of the State in

quantities, which, alone or in conjunction with discharges from other sources, is a cause of a violation of any requirement of the POTW's SPDES permit(s) (including an increase in the magnitude or duration of a violation).

Permit - A temporary revocable written document allowing use of POTW for specified wastes over a limited period of time, containing sampling locations and reporting frequencies, and requiring other actions as authorized by this Law.

Person - Any individual, public or private corporation, political subdivision, Federal, State, or local agency or entity, association, trust, estate or any other legal entity whatsoever.

pH - The logarithm (base 10) of the reciprocal of the weight of hydrogen ions, in gram moles per liter of solution. A pH value of 7.0, the pH scale midpoint, represents neutrality. Values above 7.0 represent alkaline conditions. Values below 7.0 represent acid conditions.

Phosphorus, total - See total phosphorus.

Pollutant - Any material placed into or onto the State's waters, lands and/or airs, which interferes with the beneficial use of that water, land and/or air by any living thing at any time.

Pollution - The man-made or man-induced alteration of the chemical, physical, biological, and/or radiological integrity of the State's waters, lands and/or airs resulting from the introduction of a pollutant into these media.

(POTW) Publicly Owned Treatment Works - A treatment works, as defined by Section 212 of the Act, (33 U.S.C 1292). This definition includes any sewers and appurtenances that transport wastewater to the POTW treatment plant, but does not include pipes, sewers, or other conveyances not connected directly or indirectly to a facility providing treatment.

POTW Treatment Plant - That portion of the POTW designed to provide treatment to wastewater, and to treat sludge and residuals derived from such treatment. For purposes of this Law, the Shokan WWTP will be considered the POTW Treatment Plant.

Pretreatment (Treatment) - The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a wastewater treatment and sewage collection system. The reduction or alteration can be achieved by physical, chemical, or biological process, process changes, or by other means, except as prohibited by 40 CFR, Section 403.6 (D).

Pretreatment Requirements - Any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard imposed on an industrial user.

Pretreatment Standard or National Pretreatment Standard - Any Categorical Standard or Prohibitive Discharge Standard.

Priority Pollutants - The most recently revised or updated list, developed by the EPA, in accordance with the Act and filed with the Secretary of State.

Prohibitive Discharge Standard - see National Prohibitive Discharge Standard.

Properly Shredded Garbage - The wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, and with no particle having a dimension greater than one-half (1/2) inch in any dimension.

Receiving Waters - A natural water course or body of water (usually Waters of the State) into which treated or untreated sewage is discharged.

Records - Shall include, but not be limited to, any printed, typewritten, handwritten or otherwise recorded matter of whatever character (including paper or electronic media), including but not limited to, letters, files, memoranda, directives, notes and notebooks, correspondence, descriptions, telephone call slips, photographs, permits, applications, reports, compilations, films, graphs and inspection reports. For the purposes of this law, records shall mean records of and relating to waste generation, reuse and disposal, and shall include records of usage of raw materials.

Roof Drain - A drain installed to receive water collecting on the surface of a roof for disposal.

Septage - All liquids and solids in and removed from septic tanks, holding tanks, cesspools, or approved type of chemical toilets, including but not limited to those serving private residences, commercial establishments, institutions, and industries. Also sludge from small sewage treatment plants.

Septic Tank - A private domestic sewage treatment system consisting of an underground tank (with suitable baffling), constructed in accordance with any local, State, and New York City requirements.

Service Area of the POTW (or POTW Service Area) - The legally defined bounds of real property from which wastewater may be discharged into the POTW. The bounds shall be established, altered, changed, modified, reduced, enlarged, combined, or consolidated by action of Town Board, subject to applicable law.

Sewage - A combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, and such ground, surface, and

storm water as may be inadvertently present. The admixture of sewage, as defined above, with industrial wastes and other wastes shall also be considered “sewage”, within the meaning of this definition.

Sewage Collection System - All facilities used for collecting, regulating, pumping, and transporting sewage to a wastewater treatment plant.

Sewage, Domestic (Domestic Wastes) - Liquid wastes from the non-commercial (restaurants and institutions serving food on premises are not considered commercial for purposes of this definition) preparation, cooking, and handling of food, liquid wastes containing human excrement and similar matter from the sanitary conveniences in dwellings, commercial buildings, industrial buildings, and institutions, or liquid wastes from clothes washing and/or floor/wall washing. Therefore, domestic sewage includes both black water and grey water. (See Sewage, Sanitary)

Sewage, Normal - Sewage, industrial wastes, or other wastes, which show, by analysis, the following characteristics:

- (1) B.O.D. (Five Day) - 2090 lbs. per million gallons (250 milligrams per liter), or less.
- (2) Suspended Solids - 2500 lbs. per million gallons (300 milligrams per liter), or less.
- (3) Phosphorus - 125 lbs. per million gallons (15 milligrams per liter), or less.
- (4) Ammonia - 335 lbs. per million gallons (40 milligrams per liter), or less.
- (5) Total Kjeldahl Nitrogen - 417 lbs. per million (50 milligrams per liter), or less.
- (6) Chlorine Demand - 209 lbs. per million gallons (25 milligrams per liter), or less.
- (7) Chemical Oxygen Demand - 2920 lbs. per million gallons (350 milligrams per liter), or less
- (8) Oil and Grease - 830 lbs. per million gallons (100 milligrams per liter), or less.

In spite of satisfying one or more of these characteristics, if the sewage also contains substances of concern in significant concentrations and, do not exceed any of the concentration limits set forth in Section 7.03 and 7.04, it may not be considered normal sewage.

Sewage, Sanitary - Liquid wastes from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories, or institutions, and free from storm water, surface water, industrial, and other wastes. (See Domestic Wastes)

Sewage, Unusual Strength or Character - Sewage which has characteristics greater than those of Normal Sewage and /or which contains Substances of Concern in significant concentrations which could result in an exceedance of one or more of the objectives set forth in Section 103(1) hereof.

Sewer or Sewer Main- A pipe or conduit used for carrying or transporting sewage to a wastewater treatment plant.

Sewer, Combined - A sewer designed to receive and transport both surface runoff and sewage.

Sewer, Public - A sewer in which all abutting property owners have equal rights to its use.

Sewer, Sanitary - A sewer which carries sewage, and to which storm, surface, and groundwater are not intentionally admitted.

Sewer, Storm (Storm Drain) - A sewer which carries storm and surface waters and drainage, but excludes sewage and industrial wastewaters, other than cooling waters and other unpolluted waters.

Sewerage System (or Sewer Collection System) - All facilities for collecting, regulating, pumping, and transporting wastewater to and away from the POTW treatment plant.

Shokan Sewer Service Area - The Shokan Sewer Area is the area shown on the map attached hereto, entitled “Shokan Sewer Service Area Map”, dated January 14, 2022, attached hereto as Appendix E.

Shokan WWTP – The wastewater treatment plant, owned and operated by the Shokan Sewer District that treats and disposes of flows from connected collection systems. For purposes of this Law, all references to discharges to the Shokan WWTP or the Municipal WWTP shall include discharges to connected sewage collection systems and transmission line except where specifically stated otherwise.

Significant Industrial User - see User, Significant Industrial

Significant Non-Compliance (SNC) - A User is in significant non-compliance if its violation(s) meet(s) one or more of the following criteria:

- (1) Chronic violations of wastewater discharge limits, defined here as those, in sixty-six (66) percent or more of all of the measurements taken during a six-month period, which exceed (by any magnitude) the daily maximum limit or average limit for the same pollutant parameter;
- (2) Technical Review Criteria (TRC) violations, defined here as those, in which thirty-three (33) percent or more of all of the measurements for each pollutant parameter taken during a six-month period, which equal or exceed the product of the daily maximum limits multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil and grease; TRC = 1.2 for all other pollutants);
- (3) Any other violation of a pretreatment effluent limit (daily maximum or long-term average) that the Inspector, after consultation with Appropriate Agencies, determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);
- (4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the Inspector's exercise of its emergency authority under Article 9 (Enforcement and Penalties) of this Law;
- (5) Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance
- (6) Failure to provide, within 30 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- (7) Failure to report accurately any non-compliance;
- (8) Any intentional discharge of stormwater or groundwater into house laterals or directly into sewer mains; and
- (9) Any other violation which the Inspector, after consultation with Appropriate Agencies determines will adversely affect the implementation or operation of the local pretreatment program.

Slug - A substantial deviation from normal rates of discharge or constituent concentration (see normal sewage) sufficient to cause interference. In any event, a discharge which, in concentration of any constituent or in quantity of flow, that exceeds, for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration or flow during normal user

operations, shall be presumed to constitute a slug.

Standard Industrial Classification (SIC) - A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972, and subsequent revisions.

Standard Methods - Procedures contained in the latest edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association, procedures established by the Administrator, pursuant to Section 304 (G) of the Act and contained in 40 CFR, Part 136, and amendments thereto. (If 40 CFR, Part 136 does not include a sampling or analytical technique for the pollutant in question, then procedures set forth in EPA publication, "Sampling and Analysis Procedures for Screening of Industrial Effluents for Priority Pollutants", April 1977, and amendments thereto, shall be used, or any other procedure approved by the Town Board).

State - State of New York.

State Pollution Discharge Elimination System (SPDES) Permit - Permit issued by the New York State Department of Environmental Conservation regulating the discharge of pollutants from new or existing outlets or point sources into the waters of the State.

State's Waters - See Waters of the State.

Storm Water - Any flow occurring during or following any form of natural precipitation; also the flow resulting therefrom.

Street Lateral – The portion of a lateral that extends from the sewer main to the property line (or theoretical curb-cut).

Substances of Concern - Those compounds which the New York State Department of Environmental Conservation has determined may be harmful to people or the environment including the Parameters of Concern listing in Appendix B.

Sump Pump - A machine used for removing standing water from one location and disposing it elsewhere.

Suspended Solids - The result obtained, using an approved laboratory procedure, to determine the dry weight of solids, in a sample, that either float on the surface of, or are in suspension, or are settleable, and can be removed from the sample by filtration, expressed in milligrams per liter.

Ten States Standards (10 States Standards) - Latest edition of Recommended Standards for Wastewater Facilities by the Great Lakes-Upper Mississippi Board of State and Provincial Health and Environmental Managers.

Total Kjeldahl Nitrogen (TKN) - The result obtained, using an approved laboratory procedure, to determine the quantity of ammonia in a sample and released during the acid digestion of organic nitrogen compounds, expressed as milligrams of nitrogen per liter.

Total Phosphorus - The result obtained, using an approved laboratory procedure, to determine the total quantity of orthophosphate, in a sample of wastewater, following the hydrolysis of phosphorus compounds, expressed as milligrams of phosphorus per liter of sample.

Town - The Town of Olive, an incorporated municipality of the State of New York.

Toxic Substances - Any substance, whether gaseous, liquid, or solid, that when discharged to a public sewer in sufficient quantities may be hazardous to the POTW operation and maintenance personnel, tend to interfere with any biological sewage treatment process, or to constitute a hazard to recreation in the receiving waters, due to the effluent from a sewage treatment plant or overflow point. Toxic substances shall include, without limitation, any pollutant or combination of pollutants listed as toxic in regulations promulgated by the EPA under provisions of CWA 307 (A), or other Acts.

User - Any person who contributes, causes, or permits the contribution of wastewater into the POTW.

User, Categorical Industrial (CIU) - an industrial user of the POTW that is subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N.

User, Existing - A discharger to the POTW who is discharging on or before the effective date of this Law.

User, Industrial - A discharger to the POTW who discharges non-domestic wastewater.

User, New - A discharger to the POTW who initiates discharge after the effective date of this Law.

User, Significant Industrial (SIU) - An industrial user of the POTW who is:

- (1) A CIU; or
- (2) Except as provided in 40 CFR 403.3(t)(2), any other industrial user that discharges an average of 25,000 gallons per day or more of process wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater) to the POTW; or

(3) Except as provided in 40 CFR 403.3(t)(2), any other industrial user that contributes a process wastestream which makes up 5 percent or more average dry weather hydraulic or organic capacity of the POTW; or

(4) Any other industrial user that the Town designates as having a reasonable potential for adversely affecting the POTW's operation or for violating a pretreatment standard or requirement.

Wastewater - The liquid and water-carried industrial or domestic wastewater from dwellings, commercial establishments, industrial facilities, and institutions, together with any groundwater, surface water, and storm water that may be present, whether treated or untreated, which is contributed into or permitted to enter the POTW.

Wastewater Discharge Permit - A permit that is granted that allows a connection to be made to the sewer collection system.

Wastewater Treatment and Sewage Collection System - Wastewater treatment plant and any sewers, laterals, and other appurtenances that transport wastewater to the treatment plant.

Wastewater Treatment Plant (WWTP) - That portion of a wastewater treatment and sewage collection system or POTW designed to provide treatment to wastewater, and to treat sludge and residuals derived from such treatment. Includes privately-owned treatment plants.

Wastewater, Unusual Strength or Character - see Sewage, Unusual Strength or Character.

Watershed (New York City Watershed) - The drainage basins of the Catskill and Delaware and Croton Systems. Maps of the Watershed are located at various offices within New York City Department of Environmental Protection.

Waters of the State (State's Waters) - All streams, lakes, ponds, marshes, water courses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State or any portion thereof.

Section 202 - Abbreviations

The following abbreviations shall have the designated meanings:

ANSI	-	American National Standards Institute
ASTM	-	American Society for Testing and Materials
AWWA	-	American Water Works Association
BOD	-	Biochemical Oxygen Demand

CFR	-	Code of Federal Regulations
CPLR	-	Code of Public Law and Rules
COD	-	Chemical Oxygen Demand
EPA	-	Environmental Protection Agency
L	-	Liter
Mg	-	Milligram
Mg/l	-	Milligrams per liter
NCPI	-	National Clay Pipe Institute
NPDES	-	National Pollutant Discharge Elimination System
NYCDEP	-	New York City Department of Environmental Protection
NYSDEC	-	New York State Department of Environmental Conservation
NYSDOH	-	New York State Department of Health
NYSDOT	-	New York State Department of Transportation
P	-	Total Phosphorus
PSI	-	Pounds per Square Inch
PPM	-	Parts per Million, weight basis
SIC	-	Standard Industrial Classification
SPDES	-	State Pollutant Discharge Elimination System
SWDA	-	Solid Waste Disposal Act, 42 U.S.C. 690 L, et seq.
TSS	-	Total Suspended Solids
U.S.C.	-	United State Code of Laws
USEPA	-	United State Environmental Protection Agency
WWTP	-	Wastewater Treatment Plant

Section 203 - Undefined Terms

Terms not defined in this Article, or terms found to be ambiguous or improperly defined in this Article, shall be defined by the Act, or Regulations, pursuant thereto.

ARTICLE 3 WHEN USE OF PUBLIC SEWERS REQUIRED

Section 301	Connecting Private Sewage System to Storm Drain Unlawful
Section 302	Stormwater Discharge Into Sewer System Prohibited
Section 303	Discharge of Sewage into Well Prohibited
Section 304	Wastewater Discharge Unlawful
Section 305A	Building Permit Allowed Only When Approved Wastewater Disposal Available
Section 305B	Private Wastewater Disposal Unlawful
Section 306	Connection to Public Sewer Required
Section 307	Direct Connection to New Public Sewers Required
Section 308	Limitation on Use of Public Sewers
Section 309	Wastewater From Outside the Municipal WWTP Sewer System Service area and Intermunicipal Agreements
Section 310	Moratorium

Section 301-A - Waste Disposal Unlawful

It shall be unlawful for any person to place, deposit, or permit to be deposited, in any unsanitary manner, on public or private property, within the POTW service area or in any area under the jurisdiction of the said municipality, any human or animal excrement, garbage, or objectionable waste. Also, no person shall discharge domestic sewage onto the surface of the ground or discharge it in a way that permits it to come to the surface of the ground.

Section 301 - B - Connecting Private Sewage System to Storm Drain Unlawful

No person shall connect a private sewage system so that sewage flows into a storm drain intended exclusively for storm water. The direct connection of any household or commercial stormwater and/or groundwater conveyance system to a municipal stormwater catch basin is prohibited unless the property owner obtains written approval from the municipality that owns the stormwater collection system.

Section 302 - Stormwater Discharge Into Sewer System Prohibited

It shall be unlawful to discharge any stormwater (including from within or outside of a private residence or other structures) into the POTW. Stormwater connections existing at the effective date of this Law will be required to disconnect in accordance with a schedule developed by the Town Board.

Section 303 - Discharge of Sewage into Well Prohibited

No person shall discharge sewage into a well unless such discharge is authorized and permitted under State or federal law.

Section 304 - Wastewater Discharge Unlawful

It shall be unlawful to discharge sewage to any natural outlet within the Service Area of the POTW, except where suitable treatment has been provided in accordance with the State and federal law.

Section 305 A - Building Permit Allowed Only When Approved Wastewater Disposal Available

No property owner, builder, or developer shall be issued a building permit for a new, modified, or expansion of existing dwelling or structure requiring sanitary facilities unless a suitable and approved method of wastewater disposal, is available. All housing construction or building development which takes place after this Law is enacted shall provide for an approved system of sanitary sewers or other approved system for wastewater treatment. Each new connection to the sewage collection system or expanded discharge is subject to the requirements of Article 13 herein.

Section 305 B - Private Wastewater Disposal Unlawful

Connection to the sanitary sewers for new construction to be located within the Service Area of the POTW will be required unless exempted and/or otherwise agreed to by the Town Board.

Section 306 - Connection to Public Sewer Required

Unless specifically exempted by a resolution of the Town Board, the owner(s) of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the Service Area of the POTW, which generate sewage and which has access to a public sewer, is hereby required to connect such facilities directly with the proper public sewer, in accordance with the provisions of this Law, within the time period specified by the Board after official notice to do so, except as otherwise provided in accordance with Section 305B or 307 hereof. Any new or existing building within 100 feet of any accessible sewer main will be required to connect to the system. The Town Board will notify the owners of record of all facilities required to connect to the system of their obligation to connect and the schedule for such connection.

Section 307 - Direct Connection to New Public Sewers Required

Unless an exemption is granted by the Town Board, within the POTW service area at such time that a public sewer becomes available to a property and within the time period specified by the Board, a direct connection shall be made to the public sewer, in compliance with this Law, and any cesspool, septic tank, and similar wastewater disposal facilities shall be cleaned of septage, by a licensed septage hauler, and finally either filled with clean sand, bank-run gravel, or dirt, or removed and properly disposed of. At or about the time that a person connects to a public sewer, the connection to the private wastewater disposal facility shall be broken and both ends of the break shall be plugged, as appropriate.

Section 308 - Limitation on Use of Public Sewers

The use of public sewers shall be strictly limited and restricted, except as provided in Section 307 above, to receive and accept the discharge of sewage and other wastes, including industrial wastes generated on or discharged from real property within the bounds of the Service Area of the POTW or such other locations as approved by the Town Board.

Section 309 - Wastewater from Outside the POTW Service Area and Inter-municipal Agreements

The Town Board exclusively shall have the authority to enter into agreements to accept sewage and other wastes, including industrial wastes, generated by or discharged from persons outside the Service Area of the POTW. Subject to applicable law and the terms of any Sewer Connection Agreement entered into between the Shokan Sewer District and the Boiceville Sewer District, the Town Board shall, in its sole and absolute discretion, after consultation with the Town engineer or consulting engineer, determine the requirements for any proposed out-of-district connection user, including requirements for pretreatment of waste.

Section 310 - Moratorium

If the Town Board determines that:

- (1) one or more segments of the POTW or wastewater treatment plant is exceeding its hydraulic capacity at any time;
- (2) any specific purpose of this Law as set forth in Section 103 is being violated; and/or
- (3) there are other capacity concerns at the wastewater treatment plant.

the Town Board shall have the authority to limit or deny new connections to the POTW or treatment plant until the conditions leading to the moratorium are corrected. Such correction may be, but are not limited to:

- (1) construction of new facilities;
- (2) enlarging existing facilities;
- (3) correction of inflow and infiltration; and
- (4) cleaning and repairing of existing facilities.

ARTICLE 4 NEW SEWERS or SEWER EXTENSIONS

Section 401 Proper Design

Section 402 A New Sewers Subject to Approval, Fees, Inspection,
Testing, and Reporting

Section 402 B Plans, Specification, and Pipe Test Results Required

Section 403 A Sewer Pipe

Section 403 B Safety and Load Factors

Section 403 C Sewer Pipe Installation

Section 401 - Proper Design

Before initiating any construction of a sanitary sewer and all extensions to a sanitary sewer, plans and specifications shall be submitted to, and written approval shall be obtained from the Inspector, after consultation and review with Appropriate Agencies. All plans, specification and construction documents shall be prepared and stamped by a licensed professional engineer and/or other licensed professional allowed under law. The design shall anticipate and allow for flows from all possible future extensions or developments. All plans and specifications shall include flow estimates.

Any proposed sanitary sewers and all extensions to sanitary sewers shall be subject to both the adequacy of downstream sewers to transmit wastewater flows without interruption to the POTW and to the POTW's capacity to accept additional wastewater flows.

To the extent that an existing sewage collection system seeks to connect to the sanitary sewer, the Inspector shall obtain and require such information as necessary to determine the plans and specifications for the existing sewage collection system and the potential for infiltration and/or inflow. In addition, the Inspector may require that the sewage discharge be metered for flow, if, in the opinion of the Inspector, a sewage flow meter is necessary to monitor inflow, infiltration, excessive flow and/or abnormal sewage.

Section 402 A - New Sewers Subject to Approval, Fees, Inspection, Testing, and Reporting

When a property owner, builder, or developer proposes to construct sanitary sewers or extensions to sanitary sewers in an area proposed for subdivision, the plans, specifications, and method of installation shall be subject to the approval of the Inspector. Except where otherwise required by law, the property owner, builder, or developer shall pay for the entire installation, including, where appropriate, a proportionate share of the treatment plant, intercepting or trunk sewers, pumping stations, force mains, and all other Town expenses incidental thereto (including engineering and oversight costs). Each street lateral shall be installed and inspected pursuant to Article 5 herein, and inspection fees shall be paid by the applicant prior to initiating construction. Design and installation of sewers shall be as specified in Section 403 herein, and in conformance with ASTM Specifications D-3034 and D-2321-83 unless otherwise approved by the Inspector. The installation of the sewer shall be subject to periodic inspection by the Inspector, without prior notice. The Inspector, shall determine whether the work is proceeding in accordance with the approved plans and specifications, and whether the completed work will conform with the

approved plans and specifications. The sewer, as constructed, in the discretion of the Inspector, must pass the infiltration test (or the exfiltration test, with prior approval), specified in Appendix A, Section 4, before any building lateral is connected thereto. The Inspector shall be notified 30 days in advance of the start of any construction actions so that such inspection frequencies and procedures as may be necessary or required, may be established. No new sanitary sewers will be accepted by the Town Board until such construction inspections have been made so as to assure the Town Board of compliance with this Law and any amendments or additions thereto. The Inspector has the authority to require such excavation as necessary to inspect any installed facilities if the facilities were covered or otherwise backfilled before they were inspected so as to permit inspection of the construction. The Inspector shall report all findings of inspections and tests to the Town Board.

Section 402 B - Plans, Specification, and Pipe Test Results Required

Plans, specifications, and methods of installation shall conform to the requirements of this Article. Components and materials of wastewater facilities not covered in this Law, such as pumping stations, lift stations, or force mains shall be designed in a manner acceptable to the Inspector, and shall be clearly shown and detailed on the plans and specifications submitted for approval. Force main details are covered in Appendix A, Section 11. When requested the applicant shall submit to the Inspector all design calculations and other pertinent data to supplement review of the plans and specifications. Results of manufacturer's tests on each lot of pipe delivered to the job site shall also be furnished upon request. Any and all costs incurred by the Town to review, inspect, process and administer a new connection is chargeable to the property owner, building and/or developer.

Section 403 A - Sewer Pipe

(1) Sewer pipe material shall be:

(a) Reinforced Concrete Pipe (Note that non-reinforced concrete pipe shall not be used.)

Portland cement shall conform to ASTM C-150 Type II. The pipe and specials shall conform to ASTM Specification C-76. The reinforcing wire cage shall conform to ASTM Specification A 15, A 82, or A 185, as appropriate. Entrained air shall be 5.0% to 9.0% by ASTM C-890 Water absorption and three-edge bearing tests shall conform to ASTM Specification C-497. Gaskets shall conform to Sections 3.3 and 3.4 of AWWA Specification C-302.

(b) Cast Iron Pipe - Extra Heavy

Pipe, fittings, and specials shall conform to the requirements of ASTM Specification A-74 or ANSI A-21.11. Gaskets shall conform to ASTM Specification C-564.

(c) Polyvinyl Chloride (PVC) Pipe (Heavy Wall)

Pipe shall be made from Class 12454-B materials or better in accordance with ANSI/ASTM Specification D-1784 Pipe and accessories shall conform to the requirements of the following, with a minimum pipe stiffness of 46 PSI at a maximum deflection of five percent (5%).

ANSI/ASTM	D3034	(4" - 15")
ASTM	F 679 TYPE I	(18" - 27")

(d) Ductile Iron Pipe

Pipe, fittings, and specials shall be manufactured in accordance with ASTM Specification A-746. Pipe shall have a minimum thickness of Class 50. Fittings shall conform to ANSI Specification A-21.11 and have a minimum pressure class rating of 150 PSI. All pipe and fittings shall be cement mortar lined in accordance with ANSI Specification A-21.4 at twice the specified thickness, and have an internal and external bituminous seal coating. Closure pieces shall be jointed by means of a mechanical coupling of the cast sleeve type.

(e) Vitrified Clay Pipe - Extra strength

(Note that standard strength vitrified clay pipe shall not be used.)
Pipe shall conform to the current requirements of NCPI Specification ER 3300-67 and meet the requirements of ASTM Specification C 700.

(f) Acrylonitrile-Butadiene-Styrene (ABS) Pipe

Pipe and fittings shall conform to the requirements of ASTM Specification D 2661.

(g) Other pipe materials

Other pipe materials require prior written approval of the Inspector before being installed, subject to the review under Section 403C.

(2) The minimum internal pipe diameter shall be eight (8) inches for gravity sewers and three (3) inches for low pressure sewers unless otherwise approved by the Inspector.

(3) Joints for the selected pipe shall be designed and manufactured such that "O" ring gaskets of the "snap-on" type are used.

(4) Gaskets shall be continuous, solid, natural or synthetic rubber, and shall provide a

positive compression seal in the assembled joint, such that the requirements of Appendix A are met.

(5) Joint preparation and assembly shall be in accordance with the manufacturer's recommendations.

(6) Wye branch fittings, as approved by the Inspector, shall be installed, for connection of street laterals, in accordance with Section 506.

(7) The Inspector, may approve different plans, subject to the review under Section 403C.

Section 403 B - Safety and Load Factors

Selection of pipe class shall be predicated on the following criteria:

Safety factor	-	1.5
Load factor	-	1.7
Weight of soil	-	120 lbs/cu. ft.
Wheel loading	-	16,000 lbs.

Utilizing the foregoing information, design shall be made as outlined in Chapter IX of the Water Pollution Control Federation Manual of Practice No. 9, latest edition, "Design and Construction of Sanitary and Storm Sewers", and the pipe shall have sufficient structural strength to support all loads to be placed on the pipe, with a safety factor as specified above.

PVC pipe shall not be encased in concrete due to their different coefficients of linear thermal expansion.

Section 403 C - Sewer Pipe Installation

Engineering plans for all sewer and sewer extensions shall be submitted to the Town Board for review and approval. The plans will be reviewed by an independent Professional Engineer for consistency with the 10 State Standards and good engineering judgment. If the plans are designed and installed in compliance with the 10 State Standards (or applicable successor), the Professional Engineer shall approve said plans indicating such compliance. The cost of the review will be charged to the applicant. The installation procedures, design standards and test methods referenced in Appendix A hereto are to be used unless otherwise approved by the Town Board.

ARTICLE 5 BUILDING LATERALS, STREET LATERALS, CONNECTIONS and FEES

Section 501 A	Permit Required for Sewer Connections
Section 501 B	Inflow/Infiltration Prohibited
Section 502	Sewer Lateral Permits
Section 503 A	New Building Laterals
Section 503 B	Dry Sewers
Section 504	Using Existing Building Laterals
Section 505	Lateral Pipe Materials
Section 506 A	Street Lateral to Public Sewer Connection
Section 506 B	Future Connection Locations; As-Built Drawings
Section 506 C	Special Manhole Requirements
Section 507	Laterals At and Near Buildings
Section 508	Sewage Lifting
Section 509	Lateral Pipe Installation
Section 510 A	Watertight Joints
Section 510 B	Ductile Iron Mechanical Joints
Section 510 C	Cast Iron Push Joints
Section 510 D	PVC Push Joints
Section 511 A	Building Lateral/Street Lateral Connection
Section 511 B	Cleanout Repair/Replacement
Section 511 C	Street Lateral Replacement; Ownership
Section 512	Testing
Section 513 A	Connection Inspection
Section 513 B	Trench Inspections
Section 514	Public Safety Provisions Required; Restoration of Disturbed Areas
Section 515	Interior Clean-Out
Section 516	Costs Borne by Owner
Section 517	Capping Connections Where Structures Are Demolished or Destroyed

Section 501 A - Permit Required for Sewer Connections

No unauthorized person shall uncover, make any connection with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the -Inspector.

Section 501 B - Inflow/Infiltration Prohibited

No person shall discharge or cause to be discharged any stormwater, cooling water or unpolluted industrial waters to any sanitary sewer. Swimming pool drains shall not be connected to any sanitary sewer.

Section 5.01 C - Wastewater Discharges Allowed

Only the following types of waste are allowed to be discharged into the POTW:

- (i) Domestic Sewage, and
- (ii) Industrial discharges approved pursuant to Section 803(A) and (B).

Section 502 - Sewer Lateral Permits

There shall be two classes of lateral permits:

- (1) For residential, commercial, and institutional service,
- (2) For service to establishments producing industrial wastes.

In either case, a permit application shall be submitted to the Inspector. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent, in the judgment of the Inspector. A fee by resolution, for residential, commercial, institutional and industrial users, as established by the Town Board, shall accompany the application.

Connections to existing manholes shall be made as directed by the Inspector.

Section 503 A - New Building Laterals

Unless otherwise approved by the Town Board, a separate and independent building lateral shall be provided for every building requiring sanitary facilities.

New street laterals and/or building laterals shall not go under building basements or any enclosed structure. In like fashion, a building shall not be constructed over an existing lateral; the lateral shall be relocated after the Inspector has approved plans showing the relocation. If relocation is not physically possible then the lateral shall be:

- (1) exposed and totally encapsulated in not less than three inches of concrete, or
- (2) exposed and walled and the building rooms above positively ventilated outdoors.

All existing manholes in or under the basement shall be sealed air-tight in a manner acceptable to the Inspector. No new manholes shall be constructed on the portion of the lateral under the building.

Section 503 B - Dry Sewers

Dry Sewers shall be designed and installed in accordance to this Law.

Section 504 - Using Existing Building Laterals

Existing building laterals may be used in connection with new buildings only when they are approved by the Inspector.

Section 505 - Lateral Pipe Materials

Building and street lateral pipe materials shall be one of the following:

(1) Tar-coated, service grade, cast iron soil pipe conforming to ASTM Specification A-74, "Cast Iron Pipe and Fittings". All dimensions, weight and markings of the pipe shall conform to the requirements of ANSI, Designation A112.5.1, except spigot ends shall be "plain end", if gasket joints are used.

(2) Polyvinyl chloride (PVC) pipe and fittings conforming to ASTM Specification D-3034-73, "SDR-35 Polyvinyl Chloride (PVC) Sewer Pipe and Fittings". All pipe shall be suitable for gravity sewer service. Provisions shall be made for contraction and expansion at each joint with a rubber ring. The bell shall consist of an integral wall section stiffened with two PVC retainer rings which securely lock the solid cross-section ring into position. Minimum "Pipe Stiffness" (F/Y) at five percent (5%) deflection shall be 46 PSI when tested in accordance with ASTM Specification D-2412.

Unless otherwise approved by the Town Board, any part of the building or street lateral that is located within five (5) feet of a water main shall be constructed of cast iron soil pipe. If installed on fill or unstable ground, the building or street lateral shall be uniformly supported on a poured concrete cradle approved by the Inspector. Pipe should be centered over water mains with a minimum separation distance of 18 inches. The distance between consecutive joints, as measured along the centerline of the installed pipe, shall not be less than ten (10) feet, except under abnormal circumstances, in which case this dimension may be diminished, if approved by the Inspector. The size and slope of building and street laterals shall be subject to approval by the Inspector, but in general, the internal pipe diameter be no less than 4 inches, nor shall the pipe slope be less than 1/4 inch per foot unless approved by the Inspector.

Section 506 A - Street Lateral to Public Sewer Connection

At the point of connection of a street lateral to a main sewer, a standard wye fitting and sufficient one-eighth (45 degree) bend fittings shall be used. The wye fittings shall be installed so that flow in the "arm" shall transition smoothly into the flow in the public sewer. No lateral connection shall be made to the public sewer which permits the flow into the public sewer from the lateral to enter at right angles.

The inside diameter of the fittings shall be same diameter as the street lateral inside diameter.

Section 506 B - Future Connection Locations; As-Built Drawings

The street lateral, including the wye and eighth bend fittings, shall be connected to the main sewer, for each proposed lot, as necessary, upon approval of the proposed development. Laterals installed for future development shall be fitted with a standard plug approved for use by the Inspector. All sewer connections shall be via a properly installed saddle on the main sewer pipe. No portion of the lateral pipe shall protrude into the main sewer pipe. The location of all lateral connections shall be field marked with a 2 inch by 4 inch pressure treated board and a two (2) foot long, ½ inch diameter steel reinforcing rod. The marker board shall extend from the depth of the lateral to a minimum of two (2) feet above grade. The location of all lateral connections shall be indicated on a drawing with a minimum of three (3) tie lines indicated. Four (4) copies of this drawing, showing the as-built location of these connections, shall be furnished to the Inspector. A refundable deposit shall be placed with the Town to assure receipt of these as-builts. The deposit shall be placed when application is made; the amount of the deposit shall be \$100 per sheet of plans showing locations of lateral connections. No lateral shall be accepted by the Town until four (4) copies of this record drawing have been so filed with the Inspector and the Inspector has approved the submitted drawings. The Town reserves the right to require that the property owner and/or its contractor, as part of its final submission, provide the Town with sufficient data for the input of the sewer lateral location in a GIS system maintained by the Town.

Section 506 C - Special Manhole Requirements

When any street lateral is to serve a school, hospital, public housing or similar institution, which, in the opinion of the Inspector, will receive wastewater or industrial wastes of such volume or character that frequent maintenance of said building or street lateral is anticipated, then such street lateral shall be connected to the public sewer through a manhole. The Inspector, shall determine if and where this type of connection to the public sewer is required. Connections to existing manholes shall be made as directed by the Inspector. If required, a new manhole shall be installed in the public sewer, and the lateral connection made thereto as directed by the Inspector.

Section 507 - Laterals At and Near Buildings

Building laterals laid parallel to a bearing wall shall not be installed closer than three (3) feet to such wall. The building lateral shall enter the basement through the basement wall no less than twelve (12) inches above the basement floor unless otherwise approved by the Inspector. In no event shall any building lateral be placed below the basement floor, or lower than twelve inches above the basement floor, except with the expressed written approval of the Inspector.

The building lateral shall be laid at uniform grade and in straight alignment insofar as possible. Changes in direction shall be made only with properly curved pipe and fittings. At the option of the homeowner, and with the approval of the Inspector, cleanout may be terminated just below grade, but contractor and homeowner must provide three measured as-built ties on a sketch to the Inspector. Changes of direction of 90 degrees or greater shall be made with multiple bends no greater than 45 degrees and a wye fitting and cleanout which extends to grade,

terminating in a cast iron valve box. In building laterals, said cleanouts shall be provided such that the maximum distance between cleanouts is 75 feet. The ends of all building or street laterals, which are not connected to the interior plumbing of the building, for any reason, shall be sealed against infiltration by a suitable stopper, plug, or by other approved means.

Section 508 - Sewage Lifting

In all buildings in which any building drain is too low to permit gravity flow to the public sewer, wastewater carried by such drain shall be lifted by mechanical means and discharged to the building lateral, on approval of the Inspector. Any such sewage lifting or low pressure house/building lateral shall not be connected directly to a gravity main sewer but shall be made to a manhole, unless the low pressure lateral connection to the Street Lateral receives no other gravity sewer connections. The Inspector shall have the authority to waive or to modify these requirements, where he/she has determined such waiver or modification to be appropriate.

Section 509 - Lateral Pipe Installation

All excavations required for the installation of a building or street lateral shall be open trench work unless otherwise approved by the Inspector. Pipe laying and backfilling, regardless of pipe material used, shall be performed in general accordance with ASTM Specification D-2321-83 and except that no backfill shall be placed until the work has been inspected. The depth of cover over the pipe shall be sufficient to afford protection from frost, but in no case shall such depth be less than two (2) feet. Where it is physically impossible to provide cover of two (2) feet, the pipe shall be insulated with rigid installation board as approved by the Inspector.

Section 510 A - Watertight Joints

All joints and connections shall be made watertight.

Section 510 B - Ductile Iron Mechanical Joints

Mechanical joints made of ductile iron pipe, or an equivalent type of material, shall be used where separation distance to a water main or water service is at issue, or where existing soil conditions warrant. The joint shall be assembled following the manufacture's recommendations using acceptable lubricant and any special pipe coupling tools designed for that purpose. The plain spigot end or cut end shall be inserted full depth into the coupling with the gasket pushed into the collar joint between pipe and coupling and the retainer gland securing the gasket in place. The lubricant shall be a bland, flax-base, non-toxic material, and shall not chemically effect the gasket material.

Section 510 C - Cast Iron Push Joints

Pre-molded gaskets may be used for hub and plain end cast iron pipe joints and joints with fittings, if approved by the Inspector. The gasket shall be a neoprene compression-type unit which provides a positive seal in the assembled joint. The gasket shall be pre-molded, one-piece

unit, designed for joining the cast iron hub and plain end soil pipe and fittings. The assembled joint shall be sealed by compression of the gasket between the exterior surface of the spigot and the interior surface of the hub. The joint shall be assembled following the manufacturer's recommendations using acceptable lubricant and special pipe-coupling tools designed for that purpose. The plain spigot end shall be forced into the hub end of the pipe for the full depth of the hub itself. Lubricant shall be a bland, flax-base, non-toxic material, and shall not chemically attack the gasket material.

Section 510 D - PVC Push Joints

Joints for PVC sewer pipe shall follow the manufacturer's recommendations, using properly designed couplings and rubber gaskets pursuant to the published information relating thereto, and conforming to the applicable ASTM specification identified in Section 505.

Section 511 A - Building Lateral/Street Lateral Connection

- (1) The connection of the building lateral to an existing street lateral shall be made at the property line. Except as provided under Section 402, if a street lateral has not previously been provided, the street lateral will be constructed from the existing public sewer to the property line, by a plumber or pipe layer, at the property owner's expense. The street lateral shall be installed with a properly sealed and covered clean-out to grade located at the property line. The clean-out shall terminate in a metal box imbedded in concrete.
- (2) Unless otherwise authorized by the Town Board, the cost of constructing the street lateral from the existing public sewer to the property line or easement shall be at the property owner's expense; all subsequent costs and expense incidental to the installation and connection of the building lateral shall also be borne by the property owner. The property owner shall pay for the cost of constructing the lateral from the sewer system up to and including the house connection. Within the easement, only the Town will make connections and/or disturbances effecting sewer mains at the property owner's expense plus 10 percent to cover administrative costs.
- (3) The property owner shall indemnify the Town, from any loss or damage that may directly or indirectly be occasioned by the installation of the building lateral.
- (4) Except those laterals maintained by the Town pursuant to an enforceable contract, it shall be the responsibility of the property owner, as owner of the lateral, to maintain, repair, or replace any building lateral, as needed.
- (5) The method of connection of the building lateral to the street lateral will be dependent upon the type of sewer pipe material, and, in all cases, shall be approved by the Inspector. After installation of the street lateral has been approved by the Inspector, the new street lateral shall become the property of the Town. Any subsequent repairs to the new street laterals shall be made by the Town at the Town's expense.

Section 511 B - Cleanout Repair/Replacement

If, in the judgment of the Inspector, it is determined that a building lateral, without a property line (or easement line) clean-out, needs repair or replacement, the Town may install a clean-out at the property easement line, at the property owner's expense, such that the street lateral can be maintained independently of the building lateral.

Section 511 C - Street Lateral Replacement; Ownership

Any existing street lateral that is connected to the POTW which, upon examination by the Inspector, is determined to be in need of replacement will be replaced with a new street lateral with a property line clean-out. The replacement street lateral shall be constructed by a plumber where applicable. The cost of constructing the replacement street lateral and clean-out shall be at the property owner's expense. Once the replacement street lateral and clean-out have been constructed and approved by the Inspector, the new street lateral shall become the property of the Town. Any repairs to new street laterals shall be made by the Town at the Town's expense.

Section 512 - Testing

Laterals shall be tested for infiltration/exfiltration by:

- (1) any full pipe method described in Appendix A, Section 4, or
- (2) by a suitable method, with the prior written approval of the Inspector.

Section 513 A - Connection Inspection

The applicant for the building lateral permit shall notify the Inspector when the building lateral is ready for inspection and connection is to be made to the street lateral. The connection shall be made under the supervision of the Inspector.

Section 513 B - Trench Inspections

When trenches are excavated for the laying of building lateral pipes or for laying of street lateral pipes, such trenches shall be inspected by the Inspector. Before the trenches are backfilled, the person performing such work shall notify the Inspector when the laying of the building lateral is completed, and no backfilling of trenches shall begin until approval is obtained from the Inspector.

Section 514 - Public Safety Provisions Required; Restoration of Disturbed Areas

All excavations for constructing building laterals shall be adequately protected with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed, in the course of the work, shall be restored in a manner satisfactory to the Inspector. When installation requires disturbance of paved public roads and

shoulders, temporary restoration shall include compacted backfilling to road grade. Shortly thereafter the application shall perform permanent restoration of pavement, base, subbase and shoulders and/or curbs in accordance with the standards of the road owner, pursuant to permits obtained by the applicant from the road owner.

Section 515 - Interior Clean-Out

An interior clean-out fitting shall be provided for each building lateral at a readily accessible location, preferably just inside the basement wall. At the discretion of the Inspector, an additional clean-out may be required in lieu of or in addition to the interior clean-out at a location in the vicinity of the outside connection of the building lateral.

The cleanout diameter shall be no less than the building lateral diameter.

Section 516 - Costs Borne by Owner

All costs associated with the provisions of this Article shall be borne by the property owner unless specifically stated or agreed to be a cost borne by the Town. The property owner shall indemnify the Town from any loss or damage that may be directly or indirectly occasioned by the installation of the building lateral and initial construction of street laterals, and connections and appurtenances.

The Town may charge the property owner its cost for professional engineering services and assistance should it be deemed necessary to retain said services in connection with the review of plans or the inspection of construction.

Section 517 - Capping Connections Where Structures Are Demolished or Destroyed

It shall be the responsibility of the property owner to cap the service connection of any structure either demolished or destroyed by fire or “act of God” unless the landowner can verify that he/she has plans to construct another structure with plumbing within six (6) months of the demolition. Such capping must be completed within 60 days of the demolition of any structure. The capping should be done as close to the sewer main as possible, preferably within 20 feet. Notice of intent to cap a service connection shall be provided by the property owner (or its representative) to the Inspector at least five (5) business days prior to its commencement and shall be subject to inspection by the Inspector. Costs for capping shall be borne by the property owner unless specified otherwise in any other agreement(s). Failure to comply with this requirement shall constitute a violation of this Law and shall be subject to appropriate enforcement actions.

ARTICLE 6 INFLOW

Section 601	New Inflow Sources Prohibited
Section 602	Existing Inflow Sources Disconnected
Section 603	Existing Inflow Sources Disconnected When Property Sold
Section 604	No Reconnection of Inflow Source Allowed

Section 601 - New Inflow Sources Prohibited

No connections shall be made to a sanitary sewer which connections are intended to discharge inflow. Such prohibited connections include, but are not limited to, footing drains, roof leaders, roof drains, cellar drains, sump pumps, catch basins, swimming pool drains, uncontaminated cooling water discharges, or other sources of inflow.

Section 602 - Existing Inflow Sources Disconnected

Any connections which contribute inflow to the sanitary sewers must be disconnected by the property owner in a fashion approved by the Inspector within 30 days of notification. Any connection which contributes infiltration to the sanitary sewers must be disconnected and/or repaired by the property owner (or its designee) in a fashion approved by the Inspector, within the schedule issued by the Inspector.

Section 603 - Existing Inflow Sources Disconnected When Property Sold

Upon direction from the Town Board, the Tax Assessor shall notify the Inspector of property sales. Within 30 days of receiving notice, the Inspector shall inspect any newly sold property for the purpose of determining if storm sewers or natural drainage is available, and, if so, if all connections which contribute inflow have been disconnected. Any violations noted during inspection shall be corrected within 30 days.

Section 604 - No Reconnection of Inflow Source Allowed

It shall be a willful violation of this Law for any person to reconnect any inflow source which has been disconnected pursuant to this Article.

ARTICLE 7 DISCHARGE RESTRICTIONS

Section 701	Pretreatment Standards
Section 702	General Prohibitions
Section 703	Concentration Based Limitations
Section 704	Mass Discharge Based Limitations
Section 705	Modification of Limitations
Section 706	Access to User's Records
Section 707	Dilution
Section 708	Grease, Oil, and Sand Interceptors
Section 709	Solid Waste Grinders
Section 710	Rejection of Wastewater

Section 701 - Pretreatment Standards

All Users of the POTW will comply with all standards and requirements of the Clean Water Act (“the Act”) and standards and requirements promulgated pursuant to the Act, including but not limited to 40 CFR Parts 403 - 471.¹

Section 702 - General Prohibitions

No User shall contribute or cause to contribute, directly or indirectly, any pollutant or wastewater which will interfere with the operation or performance of the POTW. These general prohibitions apply to all such Users of the POTW whether or not the User is subject to National Categorical Pretreatment Standards, or any other National, State, or Local Pretreatment Standards or Requirements.

Without limiting the generality of the foregoing, a User may not contribute the following substances to the POTW:

- (1) Any solids, liquids, or gases which, by reason of their nature or quantity, are or may be sufficient, either alone or by interaction with other substances, to cause a fire or an explosion or be injurious, in any way, to the POTW, or to the operation of the POTW. At no time shall both of two successive readings on a flame type explosion hazard meter, at the point of discharge into the system (or at any other point in the system) be more than 25 % nor any single reading be more than 40 % of the lower explosive limit (LEL) of the meter. Unless explicitly allowable by a written permit, prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, carbides, hydrides, and sulfides, and any other substance which the Town has determined to be a fire hazard, or hazard to the POTW.
- (2) Solid or viscous substances which may cause obstruction to the flow in a sewer or otherwise interfere with the operation of the wastewater treatment facilities. Unless

¹ In certain cases, industrial wastewater effluent limitations, pretreatment processes, and treatment design may be subject to review by NYSDEC.

explicitly allowable by a written permit, such substances include, but are not limited to, grease, garbage with particles greater than one-half (1/2) inch in any dimension, feminine hygiene products, diapers, toilet wipes, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar asphalt residues, residues from refining or processing fuel or lubricating oil, mud, or glass or stone grinding or polishing wastes.

(3) Any wastewater having a pH less than 5.0 or greater than 10.0, unless the POTW was specifically designed to manage such wastewater, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or POTW personnel.

(4) Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants (including heat), to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, or to exceed the limitation set forth in a Categorical Pretreatment Standard.

A toxic pollutant shall include, but not be limited to, any pollutant identified pursuant to Section 307(A) of the Act.

(5) Any noxious or malodorous solids, liquids, or gases which either singly or by interaction with other wastes are sufficient to create a public nuisance or a hazard to life or are sufficient to prevent entry into the sewers for their maintenance or repair.

(6) Oils and grease - Any commercial, institutional, or industrial wastes containing fats, waxes, grease, or oils which become visible solids when the wastes are cooled to ten (10) degrees centigrade (50 degrees Fahrenheit); any petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in excess of 100 mg/l or in amounts that will cause interference or pass through.

(7) Any wastewater which will cause interference or pass through.

(8) Any wastewater with objectionable color which is not removed in the treatment process, such as, but not limited to, dye wastes, and vegetable tanning solutions.

(9) Any solid, liquid, vapor, or gas having a temperature higher than 65 degrees C (150 degrees F); however, such materials shall not cause the POTW influent temperature to be greater than 40 degrees C (104 degrees F). The Inspector reserves the right, in certain instances, to prohibit or limit the discharge of wastes whose maximum temperatures are lower than 65 degrees C.

(10) Unusual flow rate or concentration of wastes, constituting slugs, except by Industrial Wastewater Permit.

(11) Any wastewater containing any radioactive wastes except as approved by the Inspector and in compliance with applicable State, Federal and New York City regulations.

(12) Any wastewater which causes a hazard to human life or which creates a public nuisance, either by itself or in combination, in any way, with other wastes.

(13) Any wastewater with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR Part 261.21.

(14) Any pollutants which result in the presence of toxic gases, vapors or fumes within the POTW in a quantity that may cause acute worker health and safety problems.

Section 703 - Concentration Based Limitations

No person shall discharge, directly or indirectly, into the POTW, abnormal sewage or industrial wastewater containing any of the following substances in concentrations exceeding those specified on either a daily or an instantaneous basis by permit as provided for in Article 8. Concentration limits are applicable to wastewater effluents at the point just prior to discharge into the POTW ("end of pipe" concentrations) and may include one or more of the following parameters: Antimony, Arsenic, Barium, Beryllium, Bromine, Cadmium, Chlorides, Chromium (hex), Chromium (tot), Cobalt, Copper, Cyanide (complex), Cyanide (free), Fluorides, Gold, Iodine, Iron, Lead, Manganese, Mercury, Molybdenum, Nickel, Phenols, total Selenium, Silver, Sulfates, Sulfides, Tin, Titanium, Vanadium, Zinc.

Except for chromium (hex), all concentrations listed for metallic substances shall be as "total metal", which shall be defined as the value measured in a sample acidified to a pH value of 2 or less, without prior filtration.

The daily average shall be determined on a composite sample taken from the User's daily discharge over a typical operational and/or production day.

The allowable instant daily maximum shall be determined on a grab sample taken from the User's discharge at any time during the daily operational and/or production period.

Other substances which may be limited are:

- alkanes, alkenes and alkynes;
- aliphatic and aromatic alcohols and acids;
- aliphatic and aromatic aldehydes and ketones;
- aliphatic and aromatic esters;
- aliphatic and aromatic halogenated compounds;
- aliphatic and aromatic nitro, cyano and amino compounds;
- antibiotics;
- benzene derivatives;

chemical compounds which, upon acidification, alkalization, oxidation or reduction, in the discharge or after admixture with wastewater and its components in the POTW, produce toxic, flammable, or explosive compounds;

pesticides, including algicides, fungicides, herbicides, insecticides, rodenticides, phthalates;

polyaromatic and polynuclear hydrocarbons;

total toxic organics, TTO, as defined in 40 CFR 433.11;

toxic organic compounds regulated by Federal Pretreatment Standards;

unsaturated aliphatics, including those with an aldehyde, ketone or nitrile functional group; and/or

viable pathogenic organisms from industrial processes or hospital procedures.

Section 704 - Mass Discharge Based Limitations

With respect to any significant industrial user, the Inspector shall determine as part of the permit issued pursuant to Article 8 the total allowable influent load for one or more of the substances listed in Section 703. In determining the total load of each substance that significant industrial users shall be allowed to discharge, the Inspector shall consider: (1) the quantities of each substance that are uncontrollable because they occur naturally in wastewater, (2) the quantities of each substance that are anthropogenic but are nonetheless uncontrollable, (3) historical discharge trends, (4) past pollution control efforts of each significant industrial user as compared to other significant industrial dischargers of the same substance, (5) potential for growth in the POTW service area, (6) potential for more restrictive regulatory requirements to be placed on the POTW discharge or sludge disposal or sludge reuse method, and (7) treatability of the substance. The Inspector may apply a minimum 15 % safety factor to be protective of the POTW.

Section 705 - Modification of Limitations

Limitations on wastewater strength contained in any permit may be supplemented with more stringent limitations when, in the opinion of the Inspector:

- (1) The limitations in the permit are not sufficient to protect the POTW,
- (2) The limitations in the permit are not sufficient to enable the POTW to comply with applicable water quality standards or the effluent limitations specified in the POTW's SPDES permit,
- (3) The POTW sludge will be rendered unacceptable for disposal or reuse as the Town desires, as a result of discharge of wastewaters at the above prescribed concentration limitations,
- (4) Municipal employees or the public will be endangered, or
- (5) Air pollution and/or groundwater pollution will be caused.

The limitations on wastewater strength shall be evaluated not less frequently than once every five (5) years. The results of these evaluations shall be reported to the Town Board. This Law shall then be amended appropriately. Any issued industrial wastewater discharge permits, which have limitations based directly on any limitations which were changed, shall be revised and amended, as appropriate.

Section 706 - Access to User's Records

The Inspector shall have the authority to copy any record related to wastewater discharges to the POTW.

Section 707 - Dilution

Except where expressly authorized to do so by an applicable Pretreatment Standard, no user shall ever increase the use of process water or, in any other way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a Pretreatment Standard.

Dilution flow shall be considered to be inflow.

Section 708 - Grease, Oil, and Sand Interceptors

Grease, oil, and sand interceptors shall be provided, when, in the opinion of the Inspector, they are necessary for the proper handling of wastewater containing excessive amounts of grease, flammable substances, sand, or other harmful substances; except that such interceptors shall not be required for private living quarters or living units. Grease Traps shall be required for all food service and restaurant establishments.

All interceptors shall be of a design consistent with any standards established by NYSDEC or NYSDOH and shall be of a type and capacity approved by the Inspector, and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, as needed, by the owner, at his expense.

Section 709 - Solid Waste Grinders

The use of solid waste grinders (garbage disposals) is prohibited at any residential or non-residential facility that is connected to the POTW.

Section 710 - Rejection of Wastewater

The Town Board may reject a User's wastewater, on recommendation of the Inspector, when it has been determined that the wastewater contains substances or possesses characteristics which have a deleterious effect on the POTW and its processes, or on the receiving water, or which constitute a public nuisance or hazard (see Section 816).

ARTICLE 8 DISCHARGE PERMITS AND PRETREATMENT REQUIREMENTS

Section 801	Wastewater Discharge Reports
Section 802	Notification to Industrial Users
Section 803 A	Wastewater Discharges
Section 803 B	Wastewater Discharge Permits Required For Significant Industrial Users
Section 803 C	Other Industrial Users
Section 803 D	Discharge Permits to Storm Sewers Not Authorized
Section 804 A	Application for Wastewater Discharge Permits
Section 804 B	Permit Modifications
Section 804 C	Permit Conditions
Section 804 D	Permit Duration
Section 804 E	Permit Reissuance
Section 804 F	Permit Transfer
Section 804 G	Permit Revocation
Section 805	Reporting Requirements for Permittee
Section 806	Flow Equalization
Section 807	Monitoring Stations (Control Manholes)
Section 808	Proper Design and Maintenance of Facilities and Monitoring Stations
Section 809	Vandalism, Tampering with Measuring Devices
Section 810	Sampling and Analysis
Section 811	Accidental Discharges; SPCC Plan
Section 812	Posting Notices
Section 813	Sample Splitting
Section 814	Public Access to Information Maintained by the Inspector
Section 815 A	Access to Property and Records
Section 815 B	Access to Easements
Section 815 C	Liability of Property Owner
Section 816	Special Agreements

Section 801 - Wastewater Discharge Reports

As a means of determining compliance with this Law, with applicable SPDES permit conditions, and with applicable State and Federal law, each industrial user shall be required to notify the Inspector, of any new or existing discharges to the POTW by submitting a completed Industrial Chemical Survey (ICS) form and a completed Industrial Wastewater Survey (IWS) form to the Inspector. The Inspector may require any User discharging wastewater into the POTW to file wastewater discharge reports and to supplement such reports as the Inspector deems necessary. All information shall be furnished by the User in complete cooperation with the Inspector.

Section 802 - Notification to Industrial Users

The Inspector shall, from time to time, notify each industrial user of applicable Pretreatment Standards, and of other applicable requirements under Section 204(B) and Section 405 of the Clean Water Act, and Subtitles C and D of RCRA.

Section 803 A - Wastewater Discharges

No Significant Industrial User or Discharger of Abnormal Sewage and Dischargers of Sewage of Unusual Strength or Character shall discharge wastewater to the POTW without having a valid Wastewater Discharge Permit, issued by the Inspector. Such Users shall comply fully with the terms and conditions of their permits in addition to the provisions of this Law. Violation of a permit term or condition is deemed a violation of this Law.

Section 803 B - Wastewater Discharge Permits Required For Significant Industrial Users

All Significant Industrial Users or Discharger of Abnormal Sewage and Dischargers of Sewage of Unusual Strength or Character proposing to connect to or to discharge to the POTW shall obtain a Wastewater Discharge Permit before connecting to or discharging to the POTW.

Section 803 C - Other Industrial Users

The Inspector may require and issue Wastewater Discharge Permits to other Industrial Users of the POTW.

Section 803 D - Discharge Permits to Storm Sewers Not Authorized

There shall be no discharge of any wastewater to a storm sewer without an appropriate SPDES permit.

Section 804 A - Application for Wastewater Discharge Permits

Users required pursuant to Section 803 to obtain a Wastewater Discharge Permit shall complete and file with the Inspector an application in the form prescribed by the Town. The application shall be accompanied by a fee, as determined by the Town Board by resolution to address the administrative costs of processing the application. In support of any application, and as deemed necessary by the Inspector, the User shall submit, in units and terms appropriate for evaluation, the following information:

- (1) Name, address, and location (if different from the address).
- (2) SIC code of both the industry and any categorical processes.
- (3) Wastewater constituents and characteristics including but not limited to those mentioned in Article 7 of this Law and which are limited in the appropriate Categorical Standard, as determined by a reliable analytical laboratory approved by the NYSDOH.

Sampling and analysis shall be performed in accordance with Standard Methods.

- (4) Time and duration of the discharge.
- (5) Average daily peak wastewater flow rates, including daily, monthly, and seasonal variations, if any.
- (6) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, sewer connections, and appurtenances.
- (7) Description of activities, facilities, and plant processes on the premises, including all materials which are or could be discharged to the POTW.
- (8) Each product produced by type, amount, process or processes, and rate of production.
- (9) Type and amount of raw materials processed (average and maximum per day).
- (10) Number and type of employees, and hours of operation, and proposed or actual hours of operation of the pretreatment system.
- (11) The nature and concentration of any pollutants in the discharge which are limited by any County, State, or Federal Standards, and a statement whether or not the standards are being met on a consistent basis and if not whether additional Operation and Maintenance (O&M) and/or additional pretreatment is required for the User to meet all applicable Standards.
- (12) If additional pretreatment and/or O&M will be required to meet the Standards, then the industrial User shall provide the shortest schedule to accomplish such additional treatment and/or O&M. The completion date in this schedule shall not be longer than the compliance date established for the applicable Pretreatment Standard. The following conditions shall apply to this schedule:
 - (a) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (such events include hiring an engineer, completing preliminary plans, completing final plans, executing contracts for major components, commencing construction, completing construction, beginning operation, and beginning routine operation).
 - (b) No increment referred to in (a) above shall exceed 9 months, nor shall the total compliance period exceed 18 months.
 - (c) No later than 14 calendar days following each date in the schedule and the final date for compliance, the User shall submit a progress report to the Inspector including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply

with this increment of progress, the reason for delay, and the steps being taken by the User to return to the established schedule. In no event shall more than 9 months elapse between such progress reports to the .

(13) Any other information as may deemed by the Inspector, to be necessary to evaluate the permit application.

The Inspector will evaluate the data furnished by the User and may require additional information. After evaluation and acceptance of the data furnished, the Town may issue a Wastewater Discharge Permit subject to terms and conditions provided herein.

Section 804 B - Permit Modifications

Wastewater Discharge Permits may be modified by the Inspector upon 30 days notice to the permittee, for just cause. Just cause shall include, but not be limited to:

- (1) Promulgation of an applicable National Categorical Pretreatment Standard,
- (2) Revision of or a grant of a variance from such categorical standards pursuant to 40 CFR 403.13,
- (3) Changes in general discharge prohibitions and local limits as per Article 7 of this law,
- (4) Changes in processes used by the permittee, or changes in discharge volume or character,
- (5) Changes in design or capability of any part of the POTW,
- (6) Discovery that the permitted discharge causes or contributes to pass through or interference, and
- (7) Changes in the nature and character of the sewage in the POTW as a result of other permitted discharges.

Any changes or new conditions in the permit shall include a reasonable time schedule for compliance as set forth in Section 804 A (12)(a).

Section 804 C - Permit Conditions

Wastewater Discharge Permits shall be expressly subject to all the provisions of this Law, and all other applicable regulations and User charges and fees established by the Town. Permits may contain the following:

- (1) Limits on the average and maximum rate and time of discharge, or requirements for

flow regulation and equalization.

(2) Limits on the average and maximum wastewater constituents and characteristics, including concentration or mass discharge limits.

(3) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW.

(4) Requirements for installation and maintenance (in safe condition) of inspection and sampling facilities.

(5) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types, and standards for tests, and reporting schedules.

(6) Compliance schedules.

(7) Requirements for submission of technical reports or discharge reports.

(8) Requirements for maintaining and retaining plant records relating to wastewater discharge, as specified by the Town and affording the access thereto.

(9) Requirements for notification of the Town of any new introduction of wastewater constituents or of any substantial change in the volume or character of the wastewater constituents being introduced into the POTW.

(10) Requirements for the notification of the Town of any change in the manufacturing and/or pretreatment process used by the permittee.

(11) Requirements for notification of excessive, accidental, or slug discharges.

(12) Other conditions as deemed appropriate by the Town to ensure compliance with this Law, State and Federal laws, rules, and regulations, and for discharges to sewers and WWTPs in the watershed, the NYC Rules and Regulations.

Section 804 D - Permit Duration

Permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period less than five (5) years.

Section 804 E - Permit Reissuance

The User shall apply for permit reissuance a minimum of 90 days prior to the expiration of the user's existing permit. The terms and conditions of the permit may be subject to modification, by the Inspector during the term of the permit, as limitations or requirements, as

identified in Section 804 B, or other just cause exists. The User shall be informed of any proposed changes in his permit at least 30 days prior to the effective date of the change. Any changes or new conditions in the reissued permit shall include a reasonable time schedule for compliance as established in Section 804 A (12)(a).

Section 804 F - Permit Transfer

Wastewater Discharge Permits are issued to a specific User for a specific operation, or discharge at a specific location. A Wastewater Discharge Permit shall not be reassigned, transferred, or sold to a new owner, new User, different premises, or a new or changed operation with the approval of the Town Board, which will not be unreasonably withheld.

Section 804 G - Permit Revocation

Wastewater Discharge Permits may be revoked for the following reasons: falsifying self-monitoring reports, tampering with monitoring equipment, refusing to allow the Inspector timely access to the industrial premises, failure to meet effluent limitations, failure to pay fines, failure to pay user charges, and failure to meet compliance schedules.

Section 805 - Reporting Requirements for Permittee

The reports or documents required to be submitted or maintained under this section shall be subject to:

- (1) The provisions of 18 USC Section 1001 relating to fraud and false statements;
- (2) The provisions of Sections 309(c)(4) of the Act, as amended, governing false statements, representation or certification; and
- (3) The provisions of Section (c)(6) of the Act, as amended, regarding corporate officers.

(a) Baseline Monitoring Report

Within 180 days after promulgation of an applicable Federal Categorical Pretreatment Standard, a User subject to that standard shall submit to the Inspector the information required by paragraphs (8) and (9) of Section 804 A.

(b) 90-Day Compliance Report

Within 90 days following the date for final compliance with applicable Pretreatment Standards, or, in the case of a New Source, following commencement of the introduction of wastewater into the POTW, any User subject to Pretreatment Standards and Requirements shall submit, to the Inspector a report indicating the nature and concentration of all pollutants in the discharge, from the regulated process, which are limited by Pretreatment Standards and

Requirements, and the average and maximum daily flow for these process units in the User's facility which are limited by such Pretreatment Standards and Requirements. The report shall state whether the applicable Pretreatment Standards and Requirements are being met on a consistent basis, and, if not, what additional O&M and/or pretreatment is necessary to bring the User into compliance with the applicable Pretreatment Standards or Requirements. This statement shall be signed by an authorized representative of the Industrial User.

(c) Periodic Compliance Reports

i. Any User subject to a Pretreatment Standard, after the compliance date of such Pretreatment Standard, or, in the case of a New Source, after commencement of the discharge into the POTW, shall submit to the Inspector, during the months of June and December, unless required more frequently in the Pretreatment Standard or by the Inspector, a report indicating the nature and concentration of pollutants in the effluent which are limited by such Pretreatment Standards. In addition, this report shall include a record of all daily flows which, during the reporting period, exceeded the average daily flow reported in Section 804A. At the discretion of the Inspector, and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the Inspector may agree to alter the months during which the above reports are to be submitted; however, no fewer than two reports shall be submitted per year.

ii. The Inspector, after consultation with Appropriate Agencies may impose mass limitations on Users, which are using dilution to meet applicable Pretreatment Standards or Requirements, or, in other cases where the imposition of mass limitations are appropriate. In such cases, the report required by Section 805 (3) (a) shall indicate the mass of pollutants regulated by Pretreatment Standards in the effluent of the User. These reports shall contain the results of discharge sampling and analysis, including the flow, and the nature and concentration, or production and mass, where requested by the Inspector of pollutants contained therein, which are limited by the applicable Pretreatment Standard. All analyses shall be performed in accordance with Standard Methods, by a laboratory certified by NYSDOH to perform the analyses.

(d) Violation Report

If sampling, performed by the user, indicates a violation of this Law and/or the User's discharge permit, the User shall notify the Inspector within 24 hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Inspector within 30 days after becoming aware of the violation. The User is not required to re-sample if the POTW performs monitoring of the User's discharge at least once a month

for the parameter which was violated, or if the POTW performs sampling, for the parameter which was violated, between the User's initial sampling and when the User receives the results of this sampling.

(e) Other reports

The Inspector, may impose reporting requirements equivalent to the requirements imposed by Section 805(3) for users not subject to pretreatment standards.

Section 806 - Flow Equalization

No person shall cause the discharge of slugs to the POTW. Each person discharging, into the POTW, greater than 100,000 gallons per day or greater than five percent (5%) of the average daily flow in the POTW, whichever is less unless otherwise waived by the Town Board, shall install and maintain, on his property and at his expense, a suitable storage and flow control facility to insure equalization of flow over a twenty-four (24) hour period. The facility shall have a capacity for at least fifty percent (50%) of the daily discharge volume and shall be equipped with alarms and a rate of discharge controller, the regulation of which shall be directed by the Inspector. A wastewater discharge permit may be issued solely for flow equalization.

Section 807 - Monitoring Stations (Control Manholes)

- (1) All Significant Industrial Users, and other Industrial Users whose industrial waste discharge has caused or may cause Interference or Pass-Through shall install and maintain a suitable monitoring station, on their premises at their expense, to facilitate the observation, sampling, and measurement of their industrial wastewater discharge.
- (2) If there is more than one street lateral serving an Industrial User, the Inspector may require the installation of a control manhole on each lateral.
- (3) The Inspector, after consultation with Appropriate Agencies may require that such monitoring station(s) include equipment for the continuous measurement and recording of wastewater flow rate and for the sampling of the wastewater. Such station(s) shall be accessibly and safely located, and the Industrial User shall provide for and allow immediate access, without prior notice, to the station by the Inspector, or his designated representative.

Section 808 - Proper Design and Maintenance of Facilities and Monitoring Stations

Preliminary treatment, and flow equalization facilities, or monitoring stations, if provided for any wastewater, shall be constructed and maintained continuously clean, safe, and continuously operational by the owner at his expense. Where an Industrial User has such treatment, equalization, or monitoring facilities at the time this Law is enacted, the Inspector, may approve or disapprove the adequacy of such facilities. Where the Inspector, after consultation with Appropriate Agencies disapproves of such facilities and construction of new or upgraded facilities for treatment, equalization, or monitoring are required, plans and

specifications for such facilities shall be prepared by a licensed professional engineer and submitted to the Inspector. Construction of new or upgraded facilities shall not commence until written approval of the Inspector has been obtained.

Section 809 - Vandalism, Tampering with Measuring Devices

No unauthorized person shall intentionally or negligently break, damage, destroy, uncover, deface, tamper with, prevent access, or render inaccurate, or cause or permit the negligent breaking, damaging, destroying, uncovering, defacing, tampering with, preventing access, or rendering inaccurate to:

- (1) any structure, appurtenance, or equipment which is a part of the POTW, or
- (2) any measuring, sampling, and/or testing device or mechanism installed pursuant to any requirement under this Law except as approved by the Inspector.

Section 810 - Sampling and Analysis

Sampling shall be performed so that a representative portion of the wastewater is obtained for analysis.

All measurements, tests, and analyses of the characteristics of waters and wastes required in any section of this Law shall be carried out in accordance with Standard Methods, by a laboratory certified by NYSDOH to perform the analyses. Such samples shall be taken at the approved monitoring stations described in Section 807, if such a station exists. If an approved monitoring station is not required, then samples shall be taken from another location on the industrial sewer lateral before discharge to the public sewer. Unless specifically requested otherwise, or unless specifically not allowed in Federal regulation, samples shall be gathered as flow proportioned (where feasible) composite samples made up of individual samples taken not less than once per hour for the period of time equal to the duration of industrial wastewater discharge during daily operations (including any cleanup shift).

Section 811 - Accidental Discharges; SPCC Plan

Each user shall provide for protection from accidental or slug discharges of prohibited materials or discharges of materials in volume or concentration exceeding limitations of this Law or of an Industrial Wastewater Discharge Permit. Users shall immediately notify the Inspector of the discharge of wastes in violation of this Law or any Permit. Such discharges may result from:

- (1) Breakdown of pretreatment equipment
- (2) Accidents caused by mechanical failure, or negligence
- (3) Other causes.

Where possible, such immediate notification shall allow the Inspector to initiate appropriate countermeasure action at the POTW. The user shall prepare a detailed written statement following any accidental or slug discharge, which describes the causes of the discharge and the measures being taken to prevent future occurrences, within five (5) days of the

occurrence, and the Inspector shall receive a copy of such report no later than the fifth calendar day following the occurrence. Analytical results and their interpretation may be appended to the report at a date not exceeding 45 calendar days after the occurrence.

When required by the Inspector, detailed plans and procedures to prevent accidental or slug discharges shall be submitted to the Inspector for approval. These plans and procedures shall be called a Spill Prevention, Control, and Countermeasure (SPCC) Plan. The plan shall address, at a minimum, the following:

- (1) Description of discharge practices, including non-routine batch discharges;
- (2) Description of stored chemicals;
- (3) Procedures for immediately notifying the POTW of any accidental or slug discharge. Such notification must also be given for any discharge which would violate any provision of the permit and any National Prohibitive Discharge Standard; and
- (4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

Section 812 - Posting Notices

In order that the Industrial User's employees be informed of the Town requirements, a notice shall be permanently posted on appropriate bulletin boards within the user's facility advising employees of the Town requirements and whom to call in case of an accidental discharge in violation of this Law.

Section 813 - Sample Splitting

When so requested in advance by an industrial user, and when taking a sample of industrial wastewater, the Town representative(s) shall gather sufficient volume of sample so that the sample can be split into two nearly equal volumes, each of size adequate for the anticipated analytical protocols including any Quality Control (QC) procedures. One of the volumes shall be given to the industry whose wastewater was sampled, and the other shall be retained by the Town for its own analysis.

Section 814 - Public Access to Information Maintained by the Inspector

When requested, the Inspector shall make available, to the public, for inspection and/or copying, information and data on industrial users obtained from reports, questionnaires, permit applications, permit and monitoring programs, and inspections, unless the Industrial User specifically requests, and is able to demonstrate to the satisfaction of the Inspector, that such information, if made public, would divulge processes or methods of production entitled to protection as trade secrets of the user.

Confidential information shall not be made available for inspection and/or copying by the public but shall be disclosed, upon written request, to governmental agencies, for uses related to this Law, or the SPDES Permit, providing that the governmental agency making the request agrees to hold the information confidential, in accordance with State or Federal laws, rules and regulations. The Inspector shall provide written notice to the industrial user of any disclosure of confidential information to another governmental agency.

Section 815 A - Access to Property and Records

The Inspector and other authorized representatives of the Town, representatives of EPA, NYSDEC, NYSDOH, or the County, and bearing proper credentials and identification, shall be permitted to enter upon all non-residential properties at reasonable times for the purpose of inspection, observation, sampling, flow measurement, and testing to ascertain a user's compliance with applicable provisions of Federal and State law governing use of the POTW, and with the provisions of this Law. Inspections of residential properties shall be performed in proper observance of the resident's civil rights. Such representative(s) shall have the right to set up, on the User's property or property rented/leased by the User, such devices as are necessary to conduct sampling or flow measurement. Guard dogs shall be under proper control of the User while the representatives are on the User's property or property rented/leased by the User. Such representative(s) shall, additionally have access to and may copy any records the User is required to maintain under this Law. Where a User has security measures in force which would require proper identification and clearance before entry into the premises, the user shall make necessary arrangements so that upon presentation of suitable identification, inspecting personnel will be permitted to enter, without delay, for the purpose of performing their specific responsibilities.

Section 815 B - Access to Easements

The Inspector, bearing proper credentials and identification, shall be permitted to enter all private premises through which the Town holds an easement for the purpose of inspection, observation, measurement, sampling, repair, and maintenance of any portion of the Town public sewer system lying within the easement. All entry and subsequent work on the easement shall be done in accordance with the terms of the easement pertaining to the private premises involved.

Section 815 C - Liability of Property Owner

During the performance, on private premises, of inspections, sampling, or other similar operations referred to in Sections 815 A and 815 B, the inspectors shall observe all applicable safety rules established by the owner or occupant of the premises. The owner and/or occupant shall be held harmless for personal injury or death of the inspector and the loss of or damage to the inspector's supplies and/or equipment; and the inspector shall indemnify the owner and/or occupant against loss or damage to property of the owner or occupant by the inspector and against liability claims asserted against the owner or occupant for personal injury or death of the inspector or for loss of or damage to the inspector's supplies or equipment arising from inspection and sampling operations, except as such may be caused by negligence or failure of the owner or occupant to maintain safe conditions.

Section 816 - Special Agreements

Nothing in this Article shall be construed as preventing any special agreement or arrangement between the Town, and any User of the POTW whereby wastewater of unusual strength or character is accepted into the POTW and specially treated, subject to any payments or user charges, as may be applicable. In entering into such a special agreement, the Town Board, shall consider whether the wastewater will:

- (1) pass-through or cause interference;
- (2) endanger the public municipal employees;
- (3) cause violation of the SPDES Permit;
- (4) interfere with any purpose stated in Section 102 herein; and
- (5) prevent the equitable compensation to the Town for wastewater conveyance and treatment, and sludge management and disposal.

No discharge which violates the Federal Pretreatment Standards will be allowed under the terms of such special agreements.

No agreement shall be entered into without the User having been issued and presently having a permit to discharge wastes into the POTW for treatment and disposal. Additionally the User shall be in compliance with all conditions in the permit and shall not be in arrears in any charges due to the Town before the agreement is entered into. The Town Board may condition the agreement.

ARTICLE 9 ENFORCEMENT AND PENALTIES

Section 901 Enforcement Response Plan

ADMINISTRATIVE REMEDIES

Section 902 Notification of Violation
Section 903 Consent Orders
Section 904 Administrative or Compliance Orders
Section 905 Administrative Fines
Section 906 Cease and Desist Orders
Section 907 Termination of Permit
Section 908 Show Cause Hearing
Section 909 Failure of User to Petition the Inspector
Section 910 Notice
Section 911 Right to Choose Multiple Remedies

JUDICIAL REMEDIES

Section 912 Civil Actions for Penalties
Section 913 Court Orders
Section 914 Criminal Penalties
Section 915 Injunctive Relief
Section 916 Summary Abatement

MISCELLANEOUS

Section 917 Delinquent Fines, Penalties and Service Charges
Section 918 Performance Bonds
Section 919 Liability Insurance

Section 901 - Enforcement Response Plan

The Inspector shall prepare an Enforcement Response Plan. The Enforcement Response Plan, in a step-by-step fashion, shall outline the procedures to be followed to identify, document, and respond to violations by Users of the POTW. All violations by Users of the POTW may be subject to some type of enforcement response. The response shall be comprehensive and effective.

The Enforcement Response Plan shall:

- (1) describe how the Inspector will investigate instances of non-compliance
- (2) describe the types of escalated enforcement actions that the Inspector will take in response to all anticipated types of User violations and the time periods within which to initiate and follow-up these actions

(3) adequately reflect the Town Board's responsibility to enforce all applicable standards and requirements.

The Enforcement Response Plan shall contain:

- (1) criteria for scheduling periodic inspection and/or sampling visits to POTW Users
- (2) forms and guidelines for documenting compliance data in a manner which will enable the information to be used as evidence
- (3) systems to track due dates, compliance schedule milestones, and pending enforcement actions
- (4) criteria, responsible personnel, and procedures to select and initiate an enforcement action.

The range of appropriate enforcement actions shall be based on the nature and severity of the violation and other relevant factors, such as:

- magnitude of the violation
- duration of the violation
- effect of the violation on the receiving water
- effect of the violation on the POTW
- effect of the violation on the health and safety of the POTW employees
- compliance history of the User
- good faith of the User

and shall promote consistent and timely use of enforcement remedies.

The Town Board shall approve the Enforcement Response Plan. The Enforcement Response Plan shall be reviewed at least every five years.

The Enforcement Response Plan shall provide public notification, in a newspaper selected by the Town Board of Users which were in significant non-compliance of local or Federal pretreatment standards since the last such notice. The frequency of such notices shall be at least once per year.

ADMINISTRATIVE REMEDIES

Section 902 - Notification of Violation

Whenever the Inspector, finds that any User has violated or is violating this Law, or any Wastewater Discharge Permit, order, prohibition, limitation, or requirement permitted by this Law, the Inspector may serve upon such person a written notice stating the nature of the violation. Within ten (10) calendar days of the date the Inspector mails the notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof shall be

submitted to the Inspector, by the User. The correction and prevention plan shall include specific actions. Submission of this plan in no way relieves the User of liability for any violations caused by the User before or after receipt of the Notice of Violation.

Section 903 - Consent Orders

The Inspector, is hereby empowered to enter into Consent Orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the User responsible for the noncompliance. Such orders shall include specific action to be taken by the User to correct the noncompliance within a time period also specified by the order. Consent Orders shall have the same force and effect as an administrative order.

Section 904 - Administrative or Compliance Orders

When the Inspector, finds that a User has violated or continues to violate this Law or a permit or administrative order issued thereunder, he may issue by personal service or registered mail an administrative order to the User responsible for the discharge that orders one or more of the following: (i) imposes a penalty pursuant to Section 905; (ii) imposes a cease and desist order pursuant to Section 906; or (iii) directing that, following a specified time period, sewer service shall be discontinued, severed and abated in accordance with Section 907 unless the violation is corrected and that there is no reoccurrence of the violation. Administrative orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the installation of pretreatment technology, additional self-monitoring, and management practices.

The User may, within fifteen (15) calendar days of receipt of such order, petition the Inspector to modify or suspend the order. Such petition shall be in written form and shall be transmitted to the Inspector by registered mail. Within ten (10) calendar days of receipt of the petition, the Inspector shall issue a written decision either:

- (1) Rejecting any frivolous petitions, or
- (2) Modifying or suspending the order

Within fifteen (15) calendar days of receipt of the Inspector's decision, the User may seek a hearing pursuant to Section 908 hereof.

Section 905 - Administrative Fines

Notwithstanding any other section of this Law, any User who is found to have violated any provision of this Law, or a wastewater discharge permit or administrative order issued hereunder, shall be fined in an amount not to exceed one thousand dollars (\$1,000.00) per violation. Each day on which noncompliance shall occur or continue shall be deemed a separate and distinct violation.

Section 906 - Cease and Desist Orders

When the Inspector, finds that a User has violated or continues to violate this Law or any permit or administrative order issued hereunder, the Inspector may issue an administrative order to cease and desist all such violations and direct those persons in noncompliance to:

- (1) Comply forthwith
- (2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations or terminating the discharge.

Section 907 - Termination of Permit

Any User who violates the following conditions of this Law, or a wastewater discharge permit or administrative order, or any applicable State and Federal law, is subject to permit termination and/or discontinuance of sewer service:

- (1) Violation of permit conditions or conditions of an administrative order,
- (2) Failure to accurately report the wastewater constituents and characteristics of its discharge,
- (3) Failure to report significant changes in operations or wastewater constituents and characteristics,
- (4) Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling, or
- (5) Failure to pay administrative fines, fees or user charges.

Section 908 - Show Cause Hearing

Within 10 days after receipt of the request of hearing, the Inspector shall serve a notice on the User specifying the time and place of a hearing to be held by the Town Board regarding the violation, a summary of the reasons why the action is to be taken and a summary of the evidence in support of the violation. The notice of the hearing shall be served at least ten (10) calendar days before the hearing in accordance with Section 910 of this Article. Copies of such notice shall be provided to the property owner.

The Town Board may itself conduct the hearing, or may designate any of its members or any officer or employee of the Town to conduct the hearing who may then:

- (1) Issue, in the name of the Town Board, notices of hearings compelling the attendance and testimony of witnesses, and the production of evidence relevant to any matter involved in such hearings,

- (2) Take the evidence,
- (3) Take sworn testimony,
- (4) Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the Town Board for action thereon.

After the Town Board has reviewed the evidence and testimony, it may order the user to comply with the Inspector's order or fine, modify the Inspector's order or fine, or vacate the Inspector's order or fine.

Section 909 - Failure of User to Petition the Inspector

In the event the Inspector issues any administrative order, terminates the User's permit, or makes any fine as set forth in this Article, and the User fails, within the designated period of time set forth, to petition the Inspector, as provided in appropriate sections of this Article or to seek a hearing, the User shall be deemed in default and its rights to contest the administrative order or fine shall be deemed waived.

Section 910 - Notice

The notices, orders, petitions, or other notification which the User or Inspector shall desire or be required to give pursuant to any sections of this Law shall be in writing and shall be served personally or sent by certified mail or registered mail, return receipt requested, postage prepaid, and the notice, order, petition, or other communication shall be deemed given upon its mailing as provided herein. Any notice, administrative order, or communication mailed to the User pursuant to the sections of this Law shall be mailed to the User where the User's effluent is discharged into transmission lines to the POTW. Any notice, petition, or other communication mailed to the Inspector shall be addressed and mailed to the Town Hall of the Town.

Section 911 - Right to Choose Multiple Remedies

The Inspector shall have the right to utilize any one or more appropriate administrative remedies set forth in this Article. The Inspector may utilize more than one administrative remedy established pursuant to this Article. A hearing hereunder can combine more than one enforcement action.

JUDICIAL REMEDIES

Section 912 - Civil Actions For Penalties

In lieu of the administration enforcement action taken by the Inspector and/or to enforce an administrative order, the Town Attorney, upon approval by the Town Board, may commence a civil action against a User who violates any of the provisions of or who fails to perform any duty imposed by this Law, or any administrative order or determination of the Inspector issued under this Law, or the terms of any permit issued hereunder. In such action, such person shall be

liable to the Town for a civil penalty not to exceed one thousand dollars (\$1000) for each such violation, to be assessed after a hearing. Each violation shall be separate and distinct, and in the case of a continuing violation, each day's continuance thereof shall be deemed a separate and distinct violation. Such penalty may be recovered in an action brought by the Town attorney, in any court of competent jurisdiction giving preference to courts local to the Town. In addition to the above described penalty, the Town may recover all damages incurred by the Town from any persons or Users who violate any provisions of this Law, or who fail to perform any duties imposed by this Law or any administrative order or determination of the Inspector issued under this Law, or the terms of any permit issued hereunder. In addition to the above described damages, the Town may recover all reasonable attorney's fees incurred by the Town in enforcing the provisions of this Article, including reasonable attorney's fees incurred in any action to recover penalties and damages, and the Town may also recover court costs, and other expenses associated with the enforcement activities, including sampling and monitoring expenses.

In determining the amount of civil penalty, the court shall take into account all relative circumstances, including, but not limited to the extent of harm caused by the violation, the magnitude and duration, any economic benefit gained through the User's violation, corrective actions by the User, the compliance history of the User, and any other relative factors as justice may require.

Such civil penalty may be released or compromised by the Inspector before the matter has been referred to the Town attorney, and where such matter has been referred to the Town attorney, any such penalty may be released or compromised and any action commenced to recover the same may be settled and discontinued by the Town attorney, with the consent of the Town Board.

Section 913 - Court Orders

In addition to the power to assess penalties as set forth in Section 912 above, the Court shall have the power, following the hearing, to issue an order:

- (1) Suspending, revoking, or modifying the violator's Wastewater Discharge Permit, or
- (2) Enjoining the violator from continuing the violation.

Any such court order shall be sought in an action brought by the Town attorney, at the request of the Town Board, in the name of the Town, in any court of competent jurisdiction giving precedence to courts local to the Town.

Section 914 - Criminal Penalties

Any person who willfully violates any provision of this Law or any final determination or administrative order of the Inspector made in accordance with this Article shall be guilty of a Class A Misdemeanor, and upon conviction thereof, shall be punished by a fine of not less than Five Hundred Dollars (\$500) nor more than One Thousand Dollars (\$1,000), or imprisonment

not to exceed one (1) year or both. Each offense shall be a separate and distinct offense, and, in the case of a continuing offense, each day's continuance thereof shall be deemed a separate and distinct offense.

Any User who knowingly makes any false statements, representations, or certifications in any application, record, report, plan or other document filed or required to be maintained pursuant to this Law, or wastewater permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Law shall be guilty of a Class A Misdemeanor and, upon conviction, shall be punished by a fine of not more than One Thousand Dollars (\$1,000.00) per violation per day or imprisonment for not more than one (1) year or both.

No prosecution, under this Section, shall be instituted until authorized by the Town Board, by resolution.

Section 915 - Injunctive Relief

Whenever a User has violated or continues to violate the provisions of this Law or permit or order issued hereunder, the Town Attorney, as authorized by the Town Board, may petition a Court of competent jurisdiction, in the name of the Town, for the issuance of a preliminary or permanent injunction or both (as may be appropriate) which restrains the violation of, or compels the compliance with any order or determination thereunder by the Inspector.

Section 916 - Summary Abatement

Notwithstanding any inconsistent provisions of this Law, whenever the Inspector finds, after investigation, that any User is causing, engaging in, or maintaining a condition or activity which, in the judgment of the Inspector, presents an imminent danger to the public health, safety, or welfare, or to the environment, or is likely to result in severe damage to the POTW, or the environment, and it therefore appears to be prejudicial to the public interest to allow the condition or activity to go unabated until notice and an opportunity for a hearing can be provided, the Inspector may, without prior hearing, order such User by notice, in writing wherever practicable or in such other form as practices are intended to be proscribed, to discontinue, abate, or alleviate such condition or activity, and thereupon such person shall immediately discontinue, abate, or alleviate such condition or activity. As promptly as possible thereafter, not to exceed fifteen (15) calendar days, the Inspector shall provide the User an opportunity for a hearing before the Town Board in accordance with Section 908.

If the User is not within the geographic boundaries of the Town the right of summary abatement to discontinue, abate, or alleviate conditions or activities shall be those prescribed in the inter-municipal agreement or Town-User agreement.

The Inspector, acting pursuant to this article upon the belief that an emergency exists, shall be indemnified by the Town against any personal liability that may arise in the performance of his duties to protect the public health, safety, or welfare, or to preserve the POTW or the environment.

MISCELLANEOUS

Section 917 - Delinquent Fines, Payments and Service Charges

If there shall be any fines, penalties, or other charges due to a violation of this Law, which are due to the Town, or Sewer District pursuant to any Article or Section of this Law (other than pursuant to Article 14), which shall remain due and unpaid, in whole or in part, for a period of twenty (20) calendar days from the date of billing by the Town, the same shall constitute a default and interest shall accrue on the unpaid balance, at the rate of two percent (2%) per month, retroactive to the date of the original billing.

In the event that there are any sewer taxes, assessments, or other service charges which shall have been delinquent for a period of at least sixty (60) calendar days as of November 1 of any year, the Inspector shall report the names of the defaulting persons to the Town Supervisor, the Town Clerk, the Town Chief Assessor, and the Town Treasurer on or before November 1 of the same year. The Town Chief Assessor is hereby directed to add the entire amount of the sewer tax, assessment, or other service charge which shall be in default, plus penalty and interest, as provided for in this Law, to the real property taxes due and owing to Town in the next succeeding year, and the Town Chief Assessor is directed to collect the same in the same manner as real property taxes due and owing to the Town are collected.

Where charges are delinquent and the violator is not a resident of the Town, or is located outside the geographical boundaries of the Town, then the Town attorney is authorized to seek recovery of charges, including punitive damages, in a court of competent jurisdiction or make arrangements with the appropriate county where the User is located to add the amount of the sewer assessment or other charges which shall be in default, plus penalty and interest, as provided for in the Law, to the real property taxes due to the County in the next ensuing year.

Section 918 - Performance Bonds

The Inspector may decline to reissue a permit to any User which has failed to comply with the provisions of this Law or any order or previous permit issued hereunder, or may require as a condition of reissuance, such User to first file with the Town a satisfactory bond, payable to the Olive WWTP Sewer System, in a sum not to exceed a value determined by the Inspector to be necessary to achieve consistent compliance.

Section 919 - Liability Insurance

The Inspector may decline to reissue a permit to any User which has failed to comply with the provisions of this Law or any order or previous permit issued hereunder, unless the User first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.

ARTICLE 10

Reserved.

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ARTICLE 11 PUBLIC DISCLOSURE OF POTW OPERATIONS

Section 1101	POTW Operations Open to the Public
Section 1102	Procedural Requirements Available
Section 1103	Validity Through Public Inspection

Section 1101- POTW Operations Open to the Public

It shall be the policy of the Town Board to conduct all business with full disclosure to the public.

Section 1102- Procedural Requirements Available

The nature and requirements of all formal procedures for applying for a permit and for requesting a permit under this Law and for requesting a hearing shall be formulated by the Town and be made available to any resident of the Town upon request.

Section 1103- Validity Through Public Inspection

The Town shall formulate procedures to make available to the public for inspection such orders, statements of policy, and interpretations used by the Town in administration of this Law. No rule, regulation, or civil order shall be valid until it has been available for public inspection.

**ARTICLE 12 CONFLICTS, SEVERABILITY, EFFECTIVE DATE AND
APPLICABILITY**

Section 1201	Conflicts
Section 1202	Severability
Section 1203	Effective Date

Section 1201- Conflicts

The relevant provisions of any local law in conflict with any provision of this Law are hereby repealed.

Section 1202- Severability

Each provision of this Law is severable from the others, so that if any provision is held to be illegal or invalid for any reason whatsoever, such illegal or invalid provision shall be severed from this Law which shall nonetheless remain in full force and effect.

Section 1203- Effective Date

This law shall take effect upon completion of construction and commencement of operations of the Shokan WWTP.

ARTICLE 13 – ALLOCATION OF SEWERAGE CAPACITY – SPECIAL BENEFIT ASSESSMENT

Section 1301 A	Allocation of Sewerage Capacity
Section 1301 B	Criteria Household Connection
Section 1301 C	Criteria Non-Household Connection
Section 1301 D	Calculation of Unallocated Capacity
Section 1301 E	Planning Board Site Plan Approval or Subdivision Approval
Section 1301 F	State Environmental Quality Review Act
Section 1301 G	Procedure
Section 1301 H	Application Fee
Section 1301 I	Conditions
Section 1302	Special Benefit Assessment
Section 1303	Capital Fund
Section 1304	Payment of Special Benefit Assessment
Section 1305	Definitions
Section 1306	Parcels Outside Sewer District

Section 1301 A – Allocation of Sewage Capacity

The wastewater treatment plant was designed to handle the waste water flow from the existing development within the Boiceville Sewer District and Shokan Sewer District with a 10% allocation for growth. As a result, as new development occurs or as uses of existing parcels are modified there will be a need for additional capacity at the POTW to treat the additional flow. The treatment capacity at the sewage treatment plant is a valuable asset to be used for the betterment of the community. In this Article of the Sewer Use Law, the procedure that the Town Board will utilize to make decisions on the allocation of the remaining sewage treatment capacity is set forth. Applicants for new sewer connections and/or existing users making modifications to their improvements that result in significant additional wastewater flow need to obtain an allocation of sewer capacity from Town Board under this Article.

In addition, over time, the POTW will need to replace equipment and the replacement cost of that equipment may not be covered by the annual operation and maintenance budget. As a result, the town needs to develop a capital fund that can be used for the periodic replacement of equipment and any necessary expansions. In order to equitably allocate such costs to those benefitted by the sewer system in accordance with Section 202-b of the New York Town Law, this Article institutes an equitable procedure for assessing property in the POTW Service Area to recover the costs of any capital improvements. These provisions apply to the Boiceville Sewer Service Area and the Shokan Sewer Service Area.

Section 1301 B – Criteria Household Connection

Each new household connection to the sewer collection system or expansion from an existing household connection from a parcel within the Boiceville Sewer District or Shokan Sewer District will require an approval of the Town Board. The Town Board will issue a decision whether or not to issue an approval based upon the following criteria:

- (i) the remaining unallocated capacity of the waste water treatment plant;
- (ii) the density of the development and its consistency with the overall masterplan and/or comprehensive plan;
- (iii) the competing demands for sewer service and the community’s needs for other services;
- (iv) the timing of the submission;
- (v) economic impact on the community infrastructure including parking, schools, road improvements and safety;
- (vi) the sewer capacity, if any, allocated to said parcel in Table A under the column heading “Total Flow”; and
- (vii) any contractual obligations relating to sewer capacity allocation.

Existing individual households can make improvements to their house without requiring an additional allocation. Additional allocations will be required if an additional EDU is being added. An additional EDU would be required if the modifications being made to the property would allow for the building to be occupied by an additional family unit living separately from the existing unit or units within the building. If additional flow is allocated to a household, it will be allocated in increments of an EDU.

Section 1301 C – Criteria Non-Household Connection

Each new non-household connection to the sewer collection system or expansion from an existing non-household connection from a parcel within the Boiceville Sewer District or Shokan Sewer District will require an approval of the Town Board. The Town Board will issue a decision whether or not to issue an approval based upon the following criteria:

- (i) the remaining unallocated capacity of the waste water treatment plant;
- (ii) the type, density, and size of the non-household development and the services provided by it to the community, and its consistency with the overall master plan and/or comprehensive plan;
- (iii) the competing demands for sewer service and the community’s needs for other services;
- (iv) the timing of the submission;
- (v) economic impact on the community infrastructure including parking, schools, road improvements and safety;
- (vi) the sewer capacity, if any, allocated to said parcel in Table A under the column heading “Total Flow; and
- (vii) any contractual obligations relating to sewer capacity allocation.

If an existing non-household connection is making a physical modification to its facility which will require a building permit, it must appear before the Town Board for determination on whether an additional GPD allocation is necessary. An additional allocation will not be necessary unless the Town Board determines that the improvements to be allowed under the building permit will result in an increase in sewage flow on a daily average basis of 75 GPD or more. At that time, the existing non-household connection will identify its current flow and its projected flow during its peak season and during the Town's Peak Season. The Board will have to make a determination on whether to allocate additional flow to the property in accordance with the criteria set forth above. If additional flow is allocated to the property, it will be allocated in increments of 75 gallons per day.

Section 1301 D – Calculation of Unallocated Capacity

The Town will maintain a schedule or log showing the unallocated capacity for each district. For purposes of this calculation only, the Town Board will consider as unallocated capacity the difference between the 30 day average permitted flow and the maximum actual 30 day average flow that occurred within the past 12 months plus any capacity specifically allocated pursuant to this Article of the Sewer Use Law to new or expanded users that have not commenced the new or expanded discharge. For Boiceville, 30-day average permitted flow shall be calculated using the flow from the Boiceville Pump Station. For Shokan, flow shall be calculated to include all flow from the Shokan Sewer District and properties approved by the Town Board for connection and the flow allocated to Boiceville pursuant to the Agreement. Unless otherwise specifically stated herein, nothing in this Article requires the Town Board to allocate sewer capacity in accordance with Table A. In evaluating and making the decision regarding the flow capacity to be assigned to a potential new or expanded user, the Town Board, in its discretion, shall consider, to the extent appropriate and relevant, the design flow allocations published by the New York State Department of Environmental Conservation for new sewage treatment plants, the actual measured flow for the particular use and the actual measured flow for similar uses within the community.

Section 1301 E – Planning Board Site Plan Approval or Subdivision Approval

Prior to issuing any subdivision approval and/or site plan approval to a parcel within a Sewer District and/or prior to issuing a building permit to a parcel within a Sewer District, the development of which in accordance with the approval would result in an increase in sewage discharge or a new connection, the Planning Board and/or the Code Enforcement Officer shall refer the applicant/property owner to the Town Board for a sewer collection allocation in accordance with this Article. The Town Board's issuance and/or denial of a sewer allocation is not intended to be proof of or support for or against an application before the Planning Board; it shall, however, be evidence as to whether the proposed project needs to make alternative arrangements for sewage disposal.

Section 1301 F – State Environmental Quality Review Act

For purposes of compliance with the State Environmental Quality Review Act, Environmental Conservation Law, Article 8, as authorized under 6 NYCRR 617.(5)(b) , the

Town Board's approval and/or denial of a sewer allocation under this Article to a parcel within the Sewer District is a Type 2 action under SEQRA. [Note, that the construction and operation of the sewage collection system and treatment plant were fully addressed in a SEQRA process and an allocation approval or disapproval is not to be construed as or evidence of Town Board approval of the project; said project must still obtain whatever approvals are required as a matter of law].

Section 1301 G – Procedure

The Town Board shall issue its decision within 60 days of the submission of a complete application. At its own discretion, the Town Board may extend review period beyond 60 days in order to obtain more information regarding the criteria set forth above. The Town Board, in its discretion, may conduct a public hearing prior to making a determination. In all cases, the applicant shall have the right to appear at the Town Board meeting and/or hearing (if held) to present his /her case.

Section 1301 H – Application Fee

There is an application fee of \$50 per application. The fee is due with the submission of the application and is nonrefundable. In addition to the application fee, the Town Board reserves the right to charge the applicant for any out-of-pocket costs actually incurred by the Town Board or the Sewer District in retaining consultants to evaluate the application relative to the criteria set forth above.

Section 1301 I – Conditions

The Town Board may condition an Allocated GPD to contain one or more of the following conditions:

- (1) equalization installed on the parcel at the rate of one and one half the Allocated GPD or at such other amount as determined by the Town Board, at the cost of the owner;
- (2) equalization is discharged only during off peak hours or as directed by the person designated by the Town Board;
- (3) water saving measures;
- (4) seasonal use limitations;
- (5) such other conditions as the Town Board deems as reasonable and necessary to protect and preserve the capacity of the sewage treatment;
- (6) providing monthly monitoring of flow and/or other parameters;
- (7) an expiration date for the allocation by which the discharge must commence (or the allocation will expire) regardless of any previously paid sewer connection; and/or
- (8) wastewater pretreatment

Section 1302 – Special Benefit Assessment

(1) It is the determination of the Town Board that all lots and parcels of land within the Boiceville Sewer District and Shokan Sewer District are especially benefitted thereby, and shall be assessed in just proportion to the benefit received based on the capacity absorbed in accordance with the following formula:

- (a) For lots and parcels of land within the Boiceville Sewer District or Shokan Sewer District that are not connected to the sewer system, no Special Benefit Assessment shall be levied.
- (b) For households connected to the sewer system:
 - (i) To the extent that the capacity absorbed is less than or equal to the Table A GPD, no Special Benefit Assessment shall be levied; and
 - (ii) To the extent that the capacity absorbed is greater than the Table A GPD, a Special Benefit Assessment shall be levied in the amount of \$5,000 per EDU for each EDU above the Table A GPD; and
 - (iii) For the purpose of calculating the Special Benefit Assessment, any Two or more parcels assigned a Table A GPD, which are combined Through a legal filing thus eliminating one, are entitled to the combined allocation. If the parcel is subdivided in the future, the allocation may be re-divided, or remain with one parcel and the other treated as a new parcel.
- (c) For non-households connected to the sewer system in Boiceville Sewer District:
 - (i) To the extent that the capacity absorbed is less than or equal to the Table A GPD no Special Benefit Assessment shall be levied; and
 - (ii) To the extent that the capacity absorbed is greater than or equal to the Table A GPD, a Special Benefit Assessment shall be levied in the amount of \$1,250 per 75 GPD above the Table A GPD.
- (d) For non-households connected to the sewer system in Shokan Sewer District:
 - (i) To the extent that the capacity absorbed is less than or equal to the Table A GPD no Special Benefit Assessment shall be levied; and
 - (ii) To the extent that the capacity absorbed is greater than or equal to the Table A GPD, a Special Benefit Assessment shall be levied in the amount of \$1,442 per 75 GPD above the Table A GPD.

Section 1303 – Capital Fund

The proceeds of the Special Benefit Assessment provided for in Section 1302 shall be deposited in a capital account that could be accessed by the Sewer District to repair, upgrade and/or expand the wastewater treatment plant and the sewer collection system or for such other purposes allowed under law. The Dollar Charge per EDU (or per 75 GPD) may be modified from time to time by resolution of the Town Board as necessary to ensure adequate funding is available for the long-term capital needs of the Sewer District.

Section 1304 – Payment of Special Benefit Assessment

The Special Benefit Assessment provided for in Section 1302 shall be levied in advance to be mailed concurrent and as part of the semi-annual Town utility bill to the property owner. Payment shall be made in accordance with the procedures for payment of the tax bills and the assessment of any interest and/or penalties shall also be calculated the same as interest and/or penalties are calculated for the tax bills. With respect to the Special Benefit Assessment levied pursuant to Section 1302(1)(b)(ii) and (1)(c)(II), to the extent allowed by law, the Special Benefit Assessment shall be paid prior to the issuance of the building permit for the applicable EDU or construction project.

Section 1305 – Definitions

The meaning of the terms used in this Article shall be as set forth below:

Allocated GPD is the average gallons per day assigned to that tax parcel in accordance with Section 1301 above.

Applicant’s Peak Period is the three calendar month consecutive period that the Applicant has its highest flows.

EDU is water usage proportional to that equivalent to a typical single-family residence. For purposes of this Article, all single family residences located in the Boiceville Sewer Service Area are assigned one EDU which is equivalent to 300 gallons of water use per day, and all single family residences located in the Shokan Sewer Service Area are assigned one EDU which is equivalent to 260 gallons per day.

GPD is the 30-day average gallons per day discharged to the sewer collection system.

Household means a dwelling place. Household shall not be construed to mean rooms or units in hotels, motels, bed and breakfast establishments with six or more rooms to rent, inns, camps, time-share condominiums, or other facilities intended for visitors and transient occupants to stay with no intention of residing or maintaining a residency at that location. For facilities used partly for residential and partly for non-residential purposes with common sewer service, that portion of such facility that is used as a residence shall be treated as a household for purposes of this section.

Non Household means or includes any user or potential user of the sewer system other than a

Household.

Table A GPD is the average gallons per day assigned to that tax parcel in Table A as incorporated into Appendix C herein under the column heading “Total Flow”. As a condition to obtaining grant funding for the sewer system, the property owners for the parcels listed in Table A were required to contribute their existing sewage capacity (i.e. “Total Flow”) to the Boiceville Sewer District or Shokan Sewer District. The sewer system was designed to manage the sum of the Total Flow plus 10% in each district. If the property owner did not contribute its existing sewage capacity in accordance with Table A, the size of the sewage plant would have been decreased and the District’s funding reduced.

Town’s Peak Period is the consecutive three-month period that the sewage plant receives the greatest flow, based upon a review of historical flow records. The Town’s Peak Period is to be determined by Resolution of the Town Board.

Section 1306 - Parcels Outside Sewer District

For connections outside of the Boiceville Sewer District and Shokan Sewer District, an additional charge will be required to compensate the subject sewer district for its embedded costs. The additional charge will be determined by the Town Board at the time that a petition is submitted to the subject district for an expansion of the district or to connect to the sewer collection system or transmission line that is owned and operated by that district. The purpose of the additional surcharge is to compensate the subject district for the value of its sewage treatment plant capacity and collection system which will now be shared with properties outside the district. Any sewer connection for a parcel outside the Boiceville Sewer District and Shokan Sewer District to which the Town Board allows to contribute flows, is subject to the rules set forth in Article 13, although all Allocated GPD will be subject to the Special Benefit Assessment.

Unless otherwise specified by resolution of the Town Board, the Special Benefit Assessment for a user outside of the Boiceville Sewer District and Shokan Sewer District is \$10,000 per EDU of proposed flow.

**ARTICLE 14
SEWER RENTS**

Section 1401	Short Title
Section 1402	Authority and Purpose
Section 1403	Defined Terms
Section 1404	Defined Terms in O&M Agreement Incorporated by Reference
Section 1405	Sewer Use Charges: Residential Users
Section 1405 A	Payment of Sewer Use Charges for Residential Users
Section 1405 B	Calculating Sewer Use Charges for Residential Users
Section 1405 C	Calculating Household Subsidy Required under Paragraph 122(k)
Section 1406	Sewer Use Charges for Non-Residential Users
Section 1406 A	Payment of Sewer Use Charges for Non-Residential Users
Section 1406 B	Calculating Non-Residential Sewer Use Charges
Section 1406 C	Calculating Sewer Use Charges for Non-Residential Users in the Supplemental Service Area
Section 1407	Sewer Use Charges for Mixed Use Structures
Section 1407 A	Payment of Sewer Use Charges for Mixed Use Structures
Section 1407 B	Calculating Sewer Use Charges for Mixed Use Structures
Section 1407 C	Calculating Sewer Use Charges for Mixed Use Structures in the Supplemental Service Area
Section 1408	Lien
Section 1409	Sewer Use Charge for Mixed Use Structures in the Supplemental Service Area

Section 1401 - Short Title

For brevity and ease of communication, this Article may be cited as the Sewer Rent Law for the Boiceville Sewer District and the Shokan Sewer District.

Section 1402 - Authority and Purpose

The Town Board of the Town of Olive, pursuant to the provisions of Article 14-f of the General Municipal Law, entitled “Sewer Rent Law” and, in particular, Section 452 thereof, does hereby establish and impose sewer rents to be charged in the POTW Service Area for all properties connected to the POTW.

Section 1403 – Defined Terms

Unless otherwise stated in the section where the term is used in this Article the meaning of the terms used in this Article shall be as stated below. When not inconsistent with the context, the present tense shall include the future, and words used in the plural shall include the singular and vice versa. For the purposes of this Article, ‘shall’ is mandatory; ‘may’ is permissive.

Actual Average Flow - The average daily wastewater flow from a residential or non-residential structure.

For Residential Users in the Boiceville Sewer Service Area (regardless of whether meters are installed), the Actual Average Flow is equivalent to three hundred gallons per day (300 gpd) per EDU. For Residential Users in the Shokan Sewer Service Area (regardless of whether meters are installed), the Actual Average Flow is equivalent to two hundred and sixty gallons per day (260 gpd) per EDU.

For Non-Residential Users without water meters (excluding the Supplemental Service Area), the property owner may install a meter to measure Actual Average Flow for purposes of calculating sewer use charges. In the absence of metered data, the flows specified in Appendix C shall be used to calculate the sewer use charges for Non-Residential Users. Otherwise, the Actual Average Flow for Non-Residential Users, unless otherwise modified by a resolution of the Town Board for purposes of calculating sewer use charges is the actual meter readings as set forth below.

For metered flow, the Actual Average Flow will be calculated as the metered flow of the prior year. For meters that are not part of the Town water system, it is the responsibility of the property owner to provide to and file with the Town Clerk of the Town of Olive an affidavit of actual flow for a 12 month period specified by the Town by July 15 of that year; otherwise, at the option of the Town, the flows specified in Appendix C shall be used to calculate the sewer use charges for the next year.

Actual Average Flow for the Non-Residential Supplemental Service Area User is the flow specified in Appendix C for that particular user unless otherwise modified by a resolution of the Town Board and excluding Residential Flow Proportion.

City The City of New York, and any of its departments and agencies, including, without limitation, NYCDEP.

Combined Residential and Non-Residential Flow The sum of Residential Flows and Non-Residential Flows, whether metered or estimated, to the WWTP.

Designated Service Area for Boiceville - The service area for the Boiceville sewer system (including any Supplemental Service Area) agreed to by the Town and the NYCDEP and as filed in the Town Clerk's office and with the New York State Department of Environmental Conservation, New York State Department of Health and the NYCDEP. The Designated Service Area (including the Supplemental Service Area) is attached hereto and incorporated herein as Appendix D.

Designated Service Area for Shokan -The service area for the Shokan sewer system (including any Supplemental Service Area) agreed to by the Town and the NYCDEP and as filed in the Town Clerk's office and with the New York State Department of Environmental Conservation, New York State Department of Health and the NYCDEP. The Designated Service Area is attached hereto and incorporated herein as Appendix E.

Equivalent Dwelling Unit (EDU) Water usage proportional to that equivalent to a typical single-family residence within the Designated Service Area. All Residential Users within the Designated

Service Area for Boiceville are assigned one (1) EDU which is 300 gallons of water use per day. All Residential Users within the Designated Service Area for Shokan are assigned one (1) EDU which is 260 gallons of water use per day.

GPD Non-Residential User Charge for Supplemental Service Area is the Non-Residential Supplemental Service Area Proportionate Share of O&M costs divided by the Non-Residential Supplemental Service Area Total Actual Average Flow.

GPD Uncovered User Charge is the Uncovered Operation and Maintenance Costs divided by the Combined Residential and Non-Residential Flow.

GPD User Charge is the O&M Costs divided by the total Combined Residential and Non-Residential Flow.

Household is a dwelling place or household as defined in the O&M Agreement in Section 1.01.

Minimum Fee Fund is the fund generated by charging all Non-Residential Users (excluding the Supplemental Service Area) a minimum annual fee of \$250. The intent of the Minimum Fee Fund is to use the funds generated by instituting a minimum fee to offset the cost for non-residential users.

Mixed Use Structure is a parcel or facility that contains both Residential and Non-Residential Users as referenced in the O&M Agreement in the definition of “household” in Section 1.01 (11).

Non-Residential Flow is the sum of the Actual Average Flow of Wastewater flows from all Non-Residential Users to the Municipal Sewer System excluding the Supplemental Service Area and the Residential Flow Proportion.

Non-Residential Flow Proportion is the Actual Average Flow minus Residential Flow Proportion.

Non-Residential Share of O&M Cost is the O&M Costs (i) minus the sum of the Total Residential Covered User Charges (ii) minus Non-Residential Supplemental Service Area Proportionate Share of O&M Costs and (iii) minus ten thousand dollars (\$10,000).

Non-Residential Supplemental Service Area Proportionate Share of O&M Costs is the (i) difference between O&M costs minus the sum of the Total Residential Covered User Charge; (ii) divided by the Non-Residential flows; (iii) times Non-Residential Supplemental Service Area Total Actual Average Flow.

Non-Residential Supplemental Service Area total Actual Average Flow is the sum of Actual Average Flow for the Non-Residential Users in the Supplemental Service Area.

Non-Residential Users are all users discharging wastewater to the Municipal Sewer System other than Residential Users.

Non-Residential User Charge is the difference between Non-Residential Share of O&M Costs and

the Minimum Fee Fund divided by the Non-Residential Flow.

NYCDEP The New York City Department of Environmental Protection.

Operations & Maintenance (O&M) Agreement for Boiceville The O&M Agreement attached hereto as Appendix E.

Operations & Maintenance (O&M) Agreement for Shokan The O&M Agreement to be entered into between the City of New York and Shokan Sewer District. For sample of anticipated terms, see O&M Agreement or Boiceville attached as Appendix E.

Operation & Maintenance (O&M) Costs The costs of operating and maintaining the POTW as those costs are defined in section 1.01 the O&M Agreement for Boiceville and the O&M Agreement for Shokan but excluding any Watershed Equipment and Method related costs as defined in the O&M Agreement in Section 1.01.

Residential Flows are the sum of the Actual Average Flow of wastewater from all Residential Users in the Designated Service Area.

Residential Flow Proportion is the Actual Average Flow for the residential portion of a mixed-use structure. In the Boiceville Service Area the Residential Flow Proportion is calculated as the sum of the EDUs within the structure times three hundred gallons per day (300 gpd). In the Shokan Service Area the Residential Flow Proportion is calculated as the sum of the EDUs within the structure times three hundred gallons per day (260 gpd).

Residential User A dwelling place or household as defined in section 1.01 (11) of the O&M Agreement for Boiceville and the O&M Agreement for Shokan that is located in the Designated Service Area for Boiceville or Shokan that is connected to the POTW.

Sewer System All facilities for collecting, regulating, pumping and transporting wastewater to and away from the POTW Treatment Plant.

Supplemental Service Area are all Non-Residential Users that are in the area designated in Appendix D or Appendix E as the Supplemental Service Area.

Surcharge The debt or capital charge assessed equitably against benefited Residential and Non-Residential Users.

Total Residential Covered User Charge is equal to the GPD User Charge times: (i) 300 gpd times the number of EDUs for a particular user for parcels in the Designated Service Area for Boiceville; and (ii) 260 gpd time the number of EDUs for a particular user for parcels in the Designated Service Area for Shokan.

Total Residential User Charge is equal to the Watershed MOA Household Cap times the number of EDUs for a particular user plus the Uncovered User Charge

Town The Town of Olive.

Uncovered Operations and Maintenance Costs All costs incurred by the POTW in operating, maintaining, repairing and replacement of the sewer system that are not classified as O&M costs hereunder.

Uncovered User Charge is the GPD Uncovered User Charge times the Actual Average Flow for a particular user.

User Any property connected to the POTW.

Wastewater Treatment Plant (WWTP) The plant treating wastewater from the POTW. For purposes of this Article, the Shokan WWTP will be considered the WWTP.

Watershed Equipment and Methods Costs The equipment and methods incorporated in the Sewer System required solely by the Watershed Regulations as defined in section 1.01(25) of the O&M Agreement for Boiceville and the O&M Agreement for Shokan.

Watershed Memorandum of Agreement or Watershed MOA The New York City Watershed Memorandum of Agreement as executed on January 21, 1997.

Watershed MOA Household Cap The sewer use charge for Households as defined in Section 1.01(26) of the O&M Agreement for Boiceville and the O&M Agreement for Shokan.

Section 1404 – Defined Terms in O&M Agreement Incorporated by Reference

All terms defined in the O&M Agreement for Boiceville and the O&M Agreement for Shokan are hereby incorporated into and made a part of this Law by reference, except to the extent expressly modified herein.

Section 1405 - Sewer Use Charges - Residential

Users Section 1405 A - Payment of Sewer Use Charges for Residential Users

An annual sewer use assessment shall be levied in advance against each Residential User to be mailed concurrent and/or as part of the semi-annual Town utility bill to the property owner. Payment shall be made in accordance with the procedures for payment of the tax bills and the assessment of any interest and/or penalties shall also be calculated the same as interest and/or penalties are calculated for the tax bill.

Section 1405 B - Calculating Sewer Use Charges for Residential Users Sewer use charges will be assessed against Residential Users in an amount equal to Total Residential User Charge plus Surcharge.

Section 1405 C - Calculating Household Subsidy Required under Paragraph 122(k)

- (1) For purposes of the O&M Agreement for Boiceville and the calculation of the Household Subsidy Required under Paragraph 122(k) of the Watershed MOA, the aggregate total of all sewer, rents, charges, and/or other fees, properly allocable to and charged to a particular Household served within the Designated Service Area for Boiceville shall be equal to the Total Residential Covered User Charge.

- (2) For purposes of the O&M Agreement for Shokan and the calculation of the Household Subsidy Required under Paragraph 122(k) of the Watershed MOA, the aggregate total of all sewer, rents, charges, and/or other fees, properly allocable to and charged to a particular Household served within the Designated Service Area for Shokan shall be equal to the Total Residential Covered User Charge.

Section 1406 - Sewer Use Charges for Non-Residential Users

Section 1406 A - Payment of Sewer Use Charges for Non-Residential Users

An annual sewer use assessment shall be levied in advance against each Non-Residential User to be mailed concurrent and/or as part of the semi-annual Town utility bill to the property owner. Payment shall be made in accordance with the procedures for payment of the tax bills and the assessment of any interest and/or penalties shall also be calculated the same as interest and/or penalties are calculated for the tax bill.

Section 1406 B - Calculating Non-Residential Sewer Use Charges

Sewer use charges shall be assessed against Non-Residential Users as the sum of the following: (1) \$250 and (2) the product of the Non-Residential User Charge and the Actual Annual Flow and (3) of the product of the GPD Uncovered User Charge and the Actual Annual Flow plus (4) the Surcharge:

$$\text{Non Residential Sewer Use Charge} = \\ [\$250 + [\text{Non-Residential User Charge} \times \text{Actual Average Flow}] + [\text{GPD Uncovered User Charge} \times \text{Actual Average Flow}] + [\text{Surcharge}]$$

Section 1406C - Calculating Sewer Use Charges for Non-Residential Users in the Supplemental Service Area

Sewer Use Charge shall be assessed against the Non-Residential User in the Supplemental Service Area as the sum of the following: (1) the product of the GPD Non-Residential User Charge

for Supplemental Service Area and the Actual Average Flow and (2) the product of the GPD Uncovered User Charge and the Actual Average Flow plus (3) the Surcharge.

$$\begin{aligned} \text{Non Residential User Charge in the Supplemental Service Area} = \\ [\text{GPD Non-Residential User Charge for Supplemental Service Area} \times \text{Actual Average Flow}] + \\ [\text{GPD Uncovered User Charge} \times \text{Actual Average Flow}] + [\text{Surcharge}] \end{aligned}$$

Section 1407 - Sewer Use Charges for Mixed Use Structures

Section 1407 A - Payment of Sewer Use Charges for Mixed Use Structures

An annual sewer use assessment shall be levied in advance against each Mixed Use Structure to be mailed concurrent and/or as part of the semi-annual Town utility bill to the property owner. Payment shall be made in accordance with the procedures for payment of the tax bills and the assessment of any interest and/or penalties shall also be calculated the same as interest and/or penalties are calculated for the tax bill.

Section 1407 B - Calculating Sewer Use Charges for Mixed Use Structures

Sewer use charges will be equal to Total Residential User Charge plus the sewer use charges assessed against Non-Residential Users as the sum of the following: (1) \$250 plus (2) the product of the Non-Residential User Charge and the Non-Residential Flow Proportion and (3) of the product of the GPD Uncovered User Charge and the Non-Residential Flow Proportion and (4) the Surcharge:

$$\begin{aligned} \text{Total Sewer Use Charge for Mixed Use Structure} = \\ [\text{Total Residential User Charge}] + \\ [\$250] + [\text{Non-Residential User Charge} \times \text{Non-Residential Flow Proportion}] + [\text{Non-Residential} \\ \text{Flow Proportion} \times \text{GPD Uncovered User Charge}] + [\text{Surcharge}] \end{aligned}$$

Section 1407C - Calculating Sewer Use Charges for Mixed Use Structures in the Supplemental Service Area

Sewer Use Charges will be equal to Total Residential User Charge plus the sewer use charges assessed against Non-Residential Users as the sum of the following: (1) the product of the GPD Non-Residential User Charge for Supplemental Service Area and the Non-Residential Flow Proportion and (2) the product of the GPD Uncovered User Charge and the Non-Residential Flow Proportion and (3) the Surcharge.

$$\begin{aligned} \text{Total Sewer Use Charge for Mixed Use Structure} = \\ [\text{Total Residential User Charge}] + [\text{GPD Non-Residential User Charge for} \\ \text{Supplemental Service Area and the Non-Residential Flow Proportion}] + \\ [\text{Non-Residential Flow Proportion} \times \text{GPD Uncovered User Charge}] + [\text{Surcharge}] \end{aligned}$$

Section 1408 - Lien

Any unpaid assessment shall represent a lien on the property to the same extent and in the same manner as the real property tax.

Section 1409 – Sewer Use Charge for Mixed Use Structures in the Supplemental Service Area

APPENDIX A SEWER PIPE INSTALLATION - DESIGN STANDARDS

Section 1 - Sewer Pipe Installation

- (1) Local utilities shall be contacted to verify construction plans and to make arrangements to disconnect all utility services, where required to undertake the construction work. The utility services shall later be reconnected. The work shall be scheduled so that there is minimum inconvenience to local residents. Residents shall be provided proper and timely notice regarding disconnection of utilities.
- (2) The construction right-of-way shall be cleared only to the extent needed for construction. Clearing consists of removal of trees which interfere with construction, removal of underbrush, logs, and stumps, and other organic matter, removal of refuse, garbage, and trash, removal of ice and snow, and removal of telephone and power poles, and posts. Any tree which will not hinder construction shall not be removed, and shall be protected from damage by any construction equipment. Debris shall not be burned, but hauled for disposal in an approved manner.
- (3) The public shall be protected from personal and property damage as a result of the construction work.
- (4) Traffic shall be maintained at all times in accordance with applicable highway permits. Where no highway permits are required, at least ½ of a street (at least ten (10) foot width) shall be kept open for traffic flow.
- (5) Erosion control shall be performed throughout the project to minimize the erosion of soils onto lands or into waters adjacent to or affected by the work. Erosion control can be effected by limiting the amount of clearing and grubbing prior to trenching, proper scheduling of the pipe installation work, minimizing time of open trench, prompt grading and seeding, and filtration of drainage.
- (6) The trench shall be excavated only wide enough for proper installation of the sewer pipe, manhole, and appurtenances. Allowances may be made for sheeting, de-watering, and other similar actions to complete the work. Roads, sidewalks, and curbs shall be cut, by sawing or by other methods as approved by the Inspector, before trench excavation is initiated.
- (7) Under ordinary conditions, excavation shall be by open cut from the ground surface. However, tunneling or boring under structures other than buildings may be permitted. Such structures include crosswalks, curbs, gutters, pavements, trees, driveways, and railroad tracks.
- (8) Open trenches shall be protected at all hours of the day with barricades, as required.
- (9) Trenches shall not be open for more than 30 feet in advance of pipe installation nor left

unfilled for more than 30 feet in the rear of the installed pipe, when the work is in progress, without permission of the Inspector. When work is not in progress, including over night, weekends, and holidays, the trench shall be backfilled to ground surface.

(10) The trench shall be excavated approximately six (6) inches deeper than the final pipe grade. When unsuitable soils are encountered, these shall be excavated to a maximum depth of 2-1/2 feet below the final pipe invert grade and replaced with select materials.

(11) Ledge rock, boulders, and large stones shall be removed from the trench sides and bottom. The trench shall be over-excavated at least 12 inches for five (5) feet, at the transition from rock bottom to earth bottom, centered on the transition.

(12) Maintenance of grade, elevation, and alignment shall be done by some suitable method or combination of methods.

(13) No structure shall be undercut unless specifically approved by the Inspector.

(14) Proper devices shall be provided, and maintained operational at all times, to remove all water from the trench as it enters. At no time shall the sewer line be used for removal of water from the trench.

(15) To protect workers and to prevent caving, shoring and sheeting shall be used, as needed. Caving shall not be used to backfill the trench. Sheeting shall not be removed but cut off no lower than one foot above the pipe crown nor no higher than one foot below final grade, and left in the trench, during backfill operations.

(16) The pipe barrel shall be supported, along its entire length, on a minimum of six (6) inches of crushed stone max 1/2 inch stone free of organic material. This foundation shall be firmly tamped in the excavation.

(17) Bell holes shall be hand excavated, as appropriate.

(18) Pipe shall be laid from low elevation to high elevation. The pipe bell shall be up-gradient; the pipe spigot shall be down-gradient.

(19) The joints shall be made, and the grade and alignment checked and made correct.

(20) The pipe shall be in straight alignment.

(21) When a smaller sewer joins a larger one the invert of the larger sewer shall be lowered sufficiently to maintain the same hydraulic gradient. An approximate method which may be used for securing this result is to place the 0.8 depth of both sewers at the same elevation.

(22) Crushed stone shall be placed over the laid pipe to a depth of at least (6) inches and shall be free of organic material. The embedment of thermoplastic pipe shall be in accordance with ASTM D2321 using class 1A or 1B backfill materials. Care shall be exercised so that stone is packed under the pipe haunches. Care shall be exercised so that the

pipe is not moved during placement of the crushed stone.

(23) The migration of fines from surrounding backfill or native soils shall be restricted by gradation of embedment materials or by use of suitable filter fabric.

(24) The remaining portion of the trench above the pipe embedment shall be backfilled in 12 inch lifts which shall be firmly compacted. Compaction near/under roadways, driveways, sidewalks, and other structures shall be to 95 % of the maximum moisture-density relationship, as determined by ASTM Specification D 698, Method D. Ice, snow, or frozen material shall not be used for backfill.

Note that if a sewer pipe installation project triggers any of the thresholds in the NYC Rules and Regulations, 10 NYCRR §128-3.9(b)(3), 15 RCNY §18-39(b)(3), the project may require NYCDEP review and approval of a stormwater pollution prevention plan (SWPPP).

Section 2 - Cleanout Installation

(1) Force Main Cleanouts for low pressure sewers shall be placed at intervals of approximately 1,000 feet.. Wherever a force main joins a gravity sewer main, a manhole shall be provided instead of a cleanout.

(2) The design of the cleanouts and/or manholes shall be as approved by the Inspector.

Section 3 - Manholes and Manhole Installation

(1) Design of all manholes shall be submitted to the Inspector and shall receive approval prior to placement.

(2) Manholes shall be placed where there is a change in slope or alignment, and at intervals not exceeding 400 linear feet except as authorized by the Inspector

(3) Manhole bases shall be constructed or placed on a minimum of six (6) inches of crushed stone max ½ inch free of organic materials.

(4) Manhole bases shall be constructed of 4,000 psi (28 day) concrete 8 inches thick, or shall be precast bases properly bedded in the excavation. Field constructed bases shall be monolithic, properly reinforced, and extend at least 6 inches beyond the outside walls of lower manhole sections. Precast manhole bases shall extend at least 6 inches beyond the outside walls of lower manhole sections.

(5) Manholes shall be constructed using precast minimum 4 foot inside diameter concrete manhole barrel sections, and an eccentric top section, conforming to ASTM Specification C-478, with the following exceptions on wall thickness:

Manhole Inside Diameter
Feet

Wall Thickness
Inches

4	5
5	6
6	7
6-1/2	7-1/2
7	8
8	9

All sections shall be cast solid. Lift holes or lift eyes for handling should not penetrate completely through the concrete wall or slab but extend only part way through, either from the inside or the outside. Cement mortar shut all lift holes after manhole installation.

Flat top slabs shall be a minimum of 8 inches thick and shall be capable of supporting a H-20 loading.

(6) All joints between sections shall be sealed with an "O" ring rubber gasket, meeting the same specifications as pipe joint gaskets, or butyl joint sealant completely filling the joint (minimum 2- 1 inch strips of butyl sealant.)

(7) All joints shall be sealed against infiltration. All metal parts shall be thickly coated with bitumastic or elastomeric compound to prevent corrosion.

(8) No holes shall be cut into the manhole sections closer than 6 inches from joint surfaces.

(9) Manholes which extend above grade shall not have an eccentric top section. The top plate shall be large enough to accommodate the cover lifting device and the cover.

(10) The elevation of the top section shall be such that the cover frame top elevation is 0.5 foot above the 100-year flood elevation (in a field), 0.5 foot above a lawn elevation, or at finished road or sidewalk grade.

(11) Twenty-four (24) inch heavy duty cast iron manhole frames and covers shall be used for all manholes. The mating surfaces shall be machined, and painted with tar pitch varnish. The cover shall not rock in the frame. Infiltration between the cover and frame shall be prevented by proper design and painting. Covers shall have "Sanitary Sewer" cast into them. Covers shall have lifting holes suitable for any lifting/jacking device. The lifting holes shall be designed so that infiltration is prevented. Manhole covers and frames within the 100 year flood plain shall be watertight and non-vented.

(12) A drop of at least 0.1 foot shall be provided between incoming and outgoing sewers on all junction manholes and on manholes with bends greater than 45 degrees.

(13) Inverts and shelves/benches shall be placed after testing the manholes and sewers.

(14) Benches shall be level and slope to the flow channel at about 1 inch per foot.

(15) The minimum depth of the flow channel shall be the nominal diameter of the smaller

pipe. The channel shall have a steel trowel finish. The flow channel shall have a smooth curvature from inlet to outlet.

(16) Manhole frames, installed at grade, shall be set in a full bed of mortar with no less than two nor more than four courses of brick underneath to allow for later elevation adjustment. In lieu of brick, grade rings may be used for elevation adjustment. Grade rings shall not exceed 6 inches in depth. The total number of grade rings shall not exceed 12 inches in height, however, in no event shall more than 3 grade rings be used.

(17) Manholes which extend above grade, shall have the frames cast into the manhole top plate. The top plate shall be securely anchored to the manhole barrel, by a minimum of six ½ inch corrosion resistant anchor bolts, to prevent overturning when the cover is removed. The anchor bolts shall be electrically isolated from the manhole frame and cover.

(18) Internal drop pipes and fittings shall be PVC plastic sewer pipe in compliance with ASTM D2241. Corrosion resistant anchors shall be used to attach the drop pipe to the inside surface of the manhole barrel.

Section 4 - Infiltration/Exfiltration Testing

All sanitary sewers or extensions to sanitary sewers, including manholes, shall satisfy requirements of a final infiltration test before they will be approved and wastewater flow permitted by the Town. The infiltration rate shall not exceed 25 gallons per 24 hours per mile per nominal diameter in inches. An exfiltration test may be substituted for the infiltration test; the same rate shall not be exceeded. The exfiltration test shall be performed by the applicant, under the supervision of the Inspector, who shall have the responsibility for making proper and accurate measurements required. The exfiltration test consists of filling the pipe with water to provide a head of at least 5 feet above the top of the pipe or 5 feet above groundwater, whichever is higher, at the highest point under test, and then measuring the loss of water, from the pipe section under test, by the amount of water which must be added to maintain the original level. However, under no circumstances shall the head at the downstream manhole exceed ten (10) feet or fill to within six (6) inches of the top of the downstream manhole. Should this condition prevail, the testing methods in Sections 9 and/or 10 shall be utilized. In this test, the test section must remain filled with water for at least 24 hours prior to taking any measurements. Exfiltration shall be measured by the drop of water level in a standpipe with a closed bottom end, or in one of the sewer manholes serving the test section. When a standpipe and plug arrangement is used in the upper manhole in the test section, there shall be some positive method for releasing entrapped air prior to taking any measurements.

Section 5 - Test Section

The test section shall be as ordered or as approved, but in no event longer than 1,000 feet. In the case of sewers laid on steep grades, the test length may be limited by the maximum allowable internal pressure on the pipe and joints at the lower end of the test section. For purposes of determining the leakage rate of the test section, manholes shall be considered as sections of 48-inch diameter pipe, 5 feet long. The maximum allowable leakage rate for such a section is 1.1 gallons per 24 hours. If leakage exceeds the allowable rate, then necessary repairs or replacements shall be made, and the section retested.

Section 6 - Test Period

The test period, during which the test measurements are taken, shall not be less than two (2) hours.

Section 7 - Pipe Lamping

Prior to testing, the section shall be lamped. Any length of pipe out of straight alignment shall be realigned.

Section 8 - Deflection Testing

Also prior to testing, at the discretion of the Inspector, all plastic pipe, in the test section, shall be tested for deflection. Deflection testing shall involve the pulling of a rigid ball or mandrel, whose diameter is 95 percent of the pipe inside diameter, through the pipe. Any length of pipe with a deflection greater than 5 percent shall be replaced. The test section shall be flushed just prior to deflection testing. The test shall not be performed with a mechanical pulling device.

Section 9 - Low Pressure Air Testing Alternative

In lieu of hydrostatic testing (exfiltration or infiltration), low pressure air testing may be employed. Low pressure air tests shall conform to ASTM Specification C 828. All sections to be tested shall be cleaned and flushed, and shall have been backfilled, prior to testing. Air shall be added until the internal pressure of the test section is raised to approximately 4.0 PSIG. The air pressure test shall be based on the time, measured in seconds, for the air pressure to drop from 3.5 PSIG to 2.5 PSIG.

Acceptance is based on limits tabulated in the "Specification Time Required for a 1.0 PSIG Pressure Drop" in the Uni-Bell PVC Pipe Association "Recommended Practice For Low-Pressure Air Testing of Installed Sewer Pipe".

Before pressure is applied to the line all connections shall be firmly plugged. Before the test period starts, the air shall be given sufficient time to cool to ambient temperature in the test section.

If the test section is below groundwater, the test pressure shall be increased by an amount sufficient to compensate for groundwater hydrostatic pressure, however, the test pressure shall not exceed 10 PSI, or a lower pressure as required by the Inspector.

The pressure test gauge shall have been recently calibrated, and a copy of the calibration results shall be made available to the Inspector prior to testing.

Section 10 - Vacuum Testing Alternative

In lieu of hydrostatic testing (exfiltration or infiltration), vacuum testing may be employed for testing of sewer lines and manholes. Sewer lines and manholes shall be tested separately. All

sewer lines to be tested shall be cleaned and flushed, and shall have been backfilled, prior to testing. The vacuum test shall be based on the time, measured in seconds, for the vacuum to decrease from 10 inches of mercury to 9 inches of mercury for manholes, and from 7 inches of mercury to 6 inches of mercury for sewers.

Acceptance of manholes is based on the following:

Manhole Depth	Manhole Diameter	Time to Drop 1" Hg (10" to 9")
10 ft or less	4 ft	120 seconds
10 ft to 15 ft	4 ft	150 seconds
15 ft to 25 ft	4 ft	180 seconds

For 5 ft diameter manholes, add 30 seconds to the times above.

For 6 ft diameter manholes, add 60 seconds to the times above.

If the test on the manhole fails (the time is less than that tabulated above), necessary repairs shall be made and the vacuum test repeated, until the manhole passes the test.

Acceptance of sewers (7" Hg to 6" Hg) is based on the time tabulated in the "Specification Time Required for a 0.5 PSIG Pressure Drop" in the Uni-Bell PVC Pipe Association "Recommended Practice For Low-Pressure Air Testing of Installed Sewer Pipe".

The vacuum test gauge shall have been recently calibrated, and a copy of the calibration results shall be made available to the Inspector prior to testing.

Section 11 - Force Mains

Force mains serving sewage lifting devices, such as grinder pumps and pump stations, shall be designed in accordance with Section 401 of the Sewer Use Law. Additional design requirements are:

- (1) Force main pipe material shall be:
 - (a) Ductile Iron Pipe shall conform to ANSI A21.51. The minimum wall thickness shall be Class 52 (ANSI A21.50). The pipe shall be clearly marked with either "D" or "DUCTILE". Fittings shall conform to ANSI A21.10. Pipe and fittings shall be furnished with push-on joints conforming to ANSI A21.11. Pipe and fittings shall be cement mortar lined and have an internal and external bituminous seal coating.
 - (b) Polyvinyl Chloride (PVC) Plastic Pipe shall conform to ASTM D2241. Materials used in the manufacture of PVC pipe shall meet ASTM C1784. The minimum wall thickness shall be SDR-21. Fittings shall conform to ASTM D2241. Joints and gaskets shall conform to ASTM D2241, D1869, and F477.

(c) High Density Polyethylene (HDPE) 160 psi rated in compliance with ASTM D-3050 and D-3350.

(d) Other pipe materials require prior written approval of the Inspector before being installed.

(2) Trenching, bedding, and backfilling shall be in accordance with Section 1 above.

(3) Joint preparation and assembly shall be in accordance with the manufacturer's written instructions.

(4) Anchorages, concrete blocking, and/or mechanical restraint shall be provided when there is a change of direction of 7-1/2 degrees or greater.

(5) Drain valves shall be placed at low points.

(6) Automatic air relief valves shall be placed at high points and at 400 ft intervals, on level force main runs.

(7) Air relief and drain valves shall be suitably protected from freezing.

(8) When the daily average design detention time, in the force main, exceeds 20 minutes, the manhole and sewer line receiving the force main discharge or the sewage shall be treated so that corrosion of the manhole and the exiting line are prevented. The corrosion is caused by sulfuric acid biochemically produced from hydrogen sulfide anaerobically produced in the force main.

(9) The force main shall terminate, in the receiving manhole, at a PVC plastic sewer pipe "T". The vertical arms of the "T" shall be twice the diameter of the force main. The upper arm shall be at least 4 feet long; the lower arm shall terminate in a PVC plastic sewer pipe 90 degree elbow in a flow channel directed to the manhole exit pipe. The "T" and its arms shall be securely fastened to the inside surface of the manhole wall using corrosion resistant anchors.

Section 12 - Force Main Testing

All force mains shall be subjected to hydrostatic pressure of 150 percent of the normal operating pressure. The duration of the test, at pressure, shall be at least 2 hours. Before conducting the test, the pipe shall be filled with water and all air shall be expelled. During the test, water shall be added, as needed, to maintain the test pressure. The amount of water added shall be recorded so as to calculate leakage, except for HDPE which is calculated as allowable makeup water. Leakage shall not exceed 25 gallons per day per mile per inch nominal pipe diameter. Allowable makeup water shall not exceed manufacturer's recommendations per inch nominal pipe diameter. During the test, the owner and the Inspector shall walk the route of the force main and examine the exposed pipe and the ground covering any backfilled pipe to discover leaks. Leakage in excess of that specified above shall be corrected with new material at the owner's expense and the test repeated. Any observed leaks shall be repaired at the owner's expense. Each test section length shall be as approved by the Inspector, but in no event longer than one thousand (1,000) feet.

Section 13 - Final Acceptance and Warranty/Surety

All sanitary sewers and extensions to sanitary sewers constructed at the applicant's expense, after final approval and acceptance by the Inspector, and concurrence by the Town Board, shall become the property of the Town, and shall thereafter be operated and maintained by the Town. No sanitary sewer shall be accepted by the Town until four (4) copies of as-built drawings have been so filed with the Inspector and the Inspector has approved the submitted drawings.¹ Said sewers, after their acceptance by the Town, shall be guaranteed against defects in materials or workmanship for one (1) year, by the applicant. The guarantee shall be in such form and contain such provision as deemed necessary by the Town Board, secured by a surety bond or such other security as the Town Board may approve, except that no surety bond or other security shall be required from any municipal applicant.

Section 14 - Liability Insurance Coverage During Construction Period

The Town shall reserve the right to require liability insurance coverage during the construction period.

¹ In certain cases, additional as-built drawings may be required.

APPENDIX B Parameters of Concern

- Class A - Halogenated Hydrocarbons
- Class B - Halogenated Organics (Other than Hydrocarbons)
- Class C - Pesticides (Includes Herbicides, Algaecides, Biocides, Slimicides and Mildewcides)
- Class D - Aromatic Hydrocarbons
- Class E - Tars
- Class F - Substituted Aromatics (Other than Hydrocarbons and Non-Halogenated)
- Class G - Miscellaneous
- Class M - Metals and their Compounds

Class A - Halogenated Hydrocarbons

- A01. Methyl Chloride
- A02. Methylene Chloride
- A03. Chloroform
- A04. Carbon Tetrachloride
- A05. Freon/Genatron
- A06. Other Halomethanes
- A07. 1,1,1-Trichloroethane
- A08. Other Haloethanes
- A09. Vinyl Fluoride
- A10. Vinyl Chloride
- A11. Dichloroethylene
- A12. Trichloroethylene
- A13. Tetrachloroethylene
- A14. Chlorinated Propane
- A15. Chlorinated Propene
- A16. Hexachlorobutadiene
- A17. Hexachlorocyclopentadiene
- A18. Chlorinated Benzene
- A19. Chlorinated Toluene
- A20. Fluorinated Toluene
- A21. Polychlorinated Biphenyl (PCB)
- A22. Chlorinated Naphthalene
- A23. Dechlorane (C₁₀Cl₁₂)
- A24. Hexachlorocyclohexane (BHC)
- A99. Halogenated Hydrocarbons Not Specified Above

Class B - Halogenated Organics (Other than Hydrocarbons)

- B01. Phosgene
- B02. Methyl Chloromethyl Ether
- B03. Bis-Chloromethyl Ether
- B04. Other Chloroalkyl Ethers

- B05. Benzoyl Chloride
- B06. Chlorothymol
- B07. Chlorinated Phenol
- B08. Chlorinated Cresols or Xylenols
- B09. Chlorendic Acid
- B10. Chloroaryl Ethers
- B11. Dichlorophene or Hexachlorophene
- B12. Chlorinated Aniline (Including Methylene Bis (2-Chloroaniline))
- B13. Dichlorobenzidine
- B14. Chlorinated Diphenyl Oxide
- B15. Chlorinated Toluidine
- B16. Kepone (C₁₀Cl₁₀O)
- B17. Dichlorovinyl Sulfonyl Pyridine
- B18. Chloropicrin
- B19. Trichloromethyl Thio-Phthalimide
- B20. Trichloro-Propylsulfonyl Pyridine
- B21. Tetrachloro-Methylsulfonyl Pyridine
- B22. Tetrachloro-Isophthalonitrile
- B99. Halogenated Organics Not Specified Above

Class C - Pesticides (Includes Herbicides, Algaecides, Biocides, Slimicides and Mildewcides)

- C01. Aldrin/Dieldrin
- C02. Chlordane and Metabolites
- C03. DDT and Metabolites
- C04. Endosulfan/Thiodan and Metabolites
- C05. Endrin and Metabolites
- C06. Heptachlor and Metabolites
- C07. Malathion
- C08. Methoxychlor
- C09. Parathion
- C10. Toxaphene
- C11. Sevin
- C12. Kelthane
- C13. Diazinon
- C14. Dithane
- C15. Carbaryl
- C16. Silvex
- C17. Dithiocarbamates
- C18. Maneb
- C19. Dioxathion
- C20. Tandex/Karbutilate
- C21. Carbofurans
- C22. Pentac
- C23. Folpet
- C24. Dichlone
- C25. Rotenone

- C26. Lindane/Isotox
- C27. Simazine
- C28. Methoprene
- C99. Pesticides Not Specified Above

Class D - Aromatic Hydrocarbons

- D01. Benzene
- D02. Toluene
- D03. Xylene
- D04. Biphenyl
- D05. Naphthalene
- D06. Ethylbenzene
- D07. Styrene
- D08. Acenaphthene
- D09. Fluoranthene
- D99. Aromatic Hydrocarbons Not Specified Above

Class E - Tars

- E01. Coal Tar
- E02. Petroleum Tar
- E99. Tars Not Specified Above

Class F - Substituted Aromatics (Other than Hydrocarbons and Non-Halogenated)

- F01. Phenol, Cresol or Xylenol
- F02. Catechol, Resorcinol, or Hydroquinone
- F03. Nitrophenols
- F04. Nitrobenzenes
- F05. Nitrotoluenes
- F06. Aniline
- F07. Toluidines
- F08. Nitroanilines
- F09. Nitroanisole
- F10. Toluene Diisocyanate
- F11. Dimethylaminoazobenzene
- F12. Benzoic Acid (and Benzoate Salts)
- F13. Phthalic, Isophthalic or Terephthalic Acid
- F14. Phthalic Anhydride
- F15. Phthalate Esters
- F16. Phenoxyacetic Acid
- F17. Phenylphenols
- F18. Nitrobiphenyls
- F19. Aminobiphenyls (Including Benzidine)
- F20. Diphenylhydrazine
- F21. Naphthylamines
- F22. Carbazole

F23. Acetylaminofluorene
F24. Dyes and Organic Pigments
F25. Pyridine
F99. Substituted Aromatics Not Specified Above

Class G - Miscellaneous

G01. Asbestos
G02. Acrolein
G03. Acrylonitrile
G04. Isophorone
G05. Nitrosamines
G06. Ethyleneimine
G07. Propiolactone
G08. Nitrosodimethylamine
G09. Dimethylhydrazine
G10. Maleic Anhydride
G11. Methyl Isocyanate
G12. Epoxides
G13. Nitrofurans
G14. Cyanide

Class M - Metals and Their Compounds

M01. Antimony
M02. Arsenic
M03. Beryllium
M04. Cadmium
M05. Chromium
M06. Copper
M07. Lead
M08. Mercury
M09. Nickel
M10. Selenium
M11. Silver
M12. Thallium
M13. Zinc
M99. Metals Not Specified Above

Appendix C.1

Wastewater Flow Estimate Boiceville Service Area

TOWN OF OLIVE

Hamlet of Boiceville

Boiceville Service Area Wastewater Flow Estimate

Facility Type	No. of Units	Flow Calculation Basis	Average Household Size	Flow (gpd)	Estimated Metered Flow (gpd)
Residential					
Single Family Homes	74	EDU	3	100	22,200
Two Family Homes	8	EDU	3	100	1,800
Apartments	8	EDU	3	100	1,800
Commercial w/ Apartment	8	EDU	3	100	1,800
	92	Total EDU			Residential Total = 27,600

Institutions/Commercial					
Ontario School	n/a	n/a	n/a		27,000
Boiceville Inn		100 seats + 2 EDU			600
Broad Alona	n/a	SPOBS Permit			1,480
					Institutional Total = 29,080

Commercial					
Boiceville Lumber property - storage bldg	n/a				0
United States Post Office	n/a	2 employees			20
Catholic Church under P.O.	n/a	2 employees			20
J & G Log Homes	n/a	2 employees			20
Rex Sanford P.E.	n/a	2 employees			20
SJM Engineers	n/a	2 employees			20
Boiceville Photo & Video	n/a	2 employees			20
Trell Nursery plants & shrubs	n/a	2 employees			20
Nokoa Boiceville Pharmacy	n/a	3 employees			30
Boiceville Wines & Spirits	n/a	3 employees			30
Rosen Piano Hammer Co.	n/a	4 employees			40
Boiceville Lumber prop. Mill Bldg.	n/a	5 employees			0
Wilber National Bank	n/a	5 employees			50
Ontario Teachers Assoc.	n/a	6 work stations			60
INDIE Inc.	n/a	11 employees			110
vacant Bldg	n/a	20 employees			0
Doctor's Office	n/a	2 exam rooms			200
Our Lady of Loretto	n/a	180 seats			0
Olive Fire Dept.	n/a	1 toilet			200
ASPIE	n/a	38 employees			240
Subway Rest.	n/a	16 seats			280
Boiceville Supermarket - IGA	n/a	50 employees			370
Apphuso Hair Design	n/a	4 seats			400
Bunco Garage	n/a	1 toilet + 16 car washes			480
William A. Cole - Othodontics	n/a	1 chair			470
Kona Kona Rest.	n/a	28 seats			500
Trell Motel	n/a	7 rooms + 4 highanites			810
S.E.W. Inc.	n/a	176 employees			780
					Commercial Total = 4,930

Mixed Use Commercial					
Mountain Creek Inn		188 seats + 4 EDU			1800
					Mixed Use Total = 800

Commercial/Institutional/Mixed Use Total = 34,390

BOICEVILLE WASTEWATER FLOW = 61,980

Assumptions:
 Flow per EDU = 300 gallons per day
 Flow for Ontario School = 27,000 (SPOBS)
 Flow for Broad Alona = 1,480 (SPOBS)

Appendix C.2

Wastewater Flow Estimate Shokan Service Area

Facility Type	No. of Units - Residential	Flow Calculation Basis	Average Household Size	Flow (gpd)	Source	Total Flow (gpd)
Residential						
Single Family Homes	413	EDU	2.6	100	Ten State Standards - chap. 10, sect 11.243	107,380
Two Family Homes	24	EDU	2.6	100	Ten State Standards - chap. 10, sect 11.243	6,240
Three Family Homes	3	EDU	2.6	100	Ten State Standards - chap. 10, sect 11.243	780
Four Family Homes	4	EDU	2.6	100	Ten State Standards - chap. 10, sect 11.243	1,040
Apartments	4	EDU	2.6	100	Ten State Standards - chap. 10, sect 11.243	1,040
Mobile Homes	20	EDU	2.6	100	Ten State Standards - chap. 10, sect 11.244	5,200
Commercial/Institutional w/ Apartment	13	EDU	2.6	100	Ten State Standards - chap. 10, sect 11.243	3,380
	481				Residential Total =	125,060
Commercial/Institutional (w/ parcel number)			No. of Units Commercial			
(37.17-1-79.100) Town Justice Court	n/a	135 occupancy	1	675	NYSDEC - Assembly Hall - 5 gallons per seat	675
(37.18-2-23) Memorabilia Antique Store	n/a	1 employee	1	15	NYSDEC - Office Building - 15 gallons per employee	15
(37.18-2-28.200) Olive Fire Dept. #1	n/a	30 Seats	1	300	NYSDEC - Fire Hall - 10 gallons per seat	300
(37.18-2-30) Shokan Fire House #2	n/a	0	1	0	No running water or bathrooms	0
(37.18-2-3.200) Forestry Supply	n/a	5 employees	1	75	NYSDEC - Office Building - 15 gallons per employee	75
(37.18-2-33) Sho Kan Dew LLC	n/a	5 employees	1	75	NYSDEC - Factory - 15 gallons per employee	75
(37.18-2-35) Dentist Office	n/a	3 chairs	1	750	NYSDEC - Dentist - 250 gallons per chair	750
(37.18-2-37) Antique store	n/a	1 employee	1	15	NYSDEC - Office Building - 15 gallons per employee	15
(37.18-2-39.100) Citgo Gas Station	n/a	1 toilet	1	400	NYSDEC - Service Station - 400 gallons per toilet	400
(37.18-2-39.300) Storage Building	n/a	0	1	0	No running water or bathrooms	0
(37.18-2-44.112) Ashokan Watershed Stream Management	n/a	10 employees	1	150	NYSDEC - Factory - 15 gallons per employee	150
(37.18-3-34) American Legion	n/a	20 seats	1	100	NYSDEC - Assembly Hall - 5 gallons per seat	100
(37.3-3-10.200) Door Jamb	n/a	11 employees	1	165	NYSDEC - Factory - 15 gallons per employee	165
(37.3-3-11) Scandinavian Grace	n/a	1 employee	1	15	NYSDEC - Office Building - 15 gallons per employee	15
(37.3-3-13) Olive Woods, LLC	n/a	n/a	1	12750	Previous SPDES permitted flows	12,750
(37.73-2-24.120) Mack Custom Woodworking	n/a	0	1	0	No running water or bathrooms	0
(37.73-1-34) Mack Custom Woodworking	n/a	16 employees	1	240	NYSDEC - Factory - 15 gallons per employee	240
(37.73-1-32) Gutmann, Wayne (Former food service)	n/a	20 seats	1	700	NYSDEC - Ordinary Restaurant 35 gallons per seat	700
(37.73-1-36) Discovery Preschool	n/a	25 children	1	500	NYSDEC - Day Care - 20 gallons per child	500
(37.73-1-39.100) Wesleyan Community Church of Shokan	n/a	180 seats	1	540	NYSDEC - Church - 3 gallons per seat	540
(37.73-1-46) Bank	n/a	5 employees	1	75	NYSDEC - Office Building - 15 gallons per employee	75
(46.5-1-14) Pineview Bakery	n/a	25 seats	1	875	NYSDEC - Ordinary Restaurant 35 gallons per seat	875
(46.5-1-1) Grant Avery Park	n/a	75 people	1	375	NYSDEC - Public Park - 5 gallons per person	375
(46.5-1-33) Shokan Reformed Church	n/a	50 seats	1	150	NYSDEC - Church - 3 gallons per seat	150
(46.5-3-33.200) Belladell Restaurant	n/a	31 seats	1	1085	NYSDEC - Ordinary Restaurant 35 gallons per seat	1,085
(46.5-3-28) Calvary Baptist Church	n/a	0	1	0	No running water or bathrooms	0
(46.5-4-31) Reservoir Veterinary Hospital	n/a	1 vet, 6 kennels	1	500	NYSDEC - Veterinarian Office - 200 gallons per vet, 50 gallon per kennel	500
(46.5-4-32) Moose Crossing	n/a	1,500 SQ FT	1	150	NYSDEC - Department Store - 0.1 gallons per square foot	150
(46.5-4-4) Olive First Aid	n/a	3 Doctors	1	750	NYSDEC - Doctor - 250 gallons per doctor	750

Town of Olive
Hamlet of Shokan

Proposed Service Area
Wastewater Flow Estimate

Facility Type	No. of Units - Residential	Flow Calculation Basis	Average Household Size	Flow (gpd)	Source	Total Flow (gpd)
(46.5-3-6.100) ROCC Auto Sales and Ashokan Store-it	n/a	1 toilet	1	400	NYSDEC - Service Station - 400 gallons per toilet	400
(46.5-3-8.100) Ashokan Store-it	n/a	0	1	0	No running water or bathrooms	0
(46.5-4-28) Team Lifeguard Systems	n/a	5 employees	1	75	NYSDEC - Office Building - 15 gallons per employee	75
			32	21,900	Commercial/Institutional Total =	21,900

Proposed Service Area
Wastewater Flow Estimate

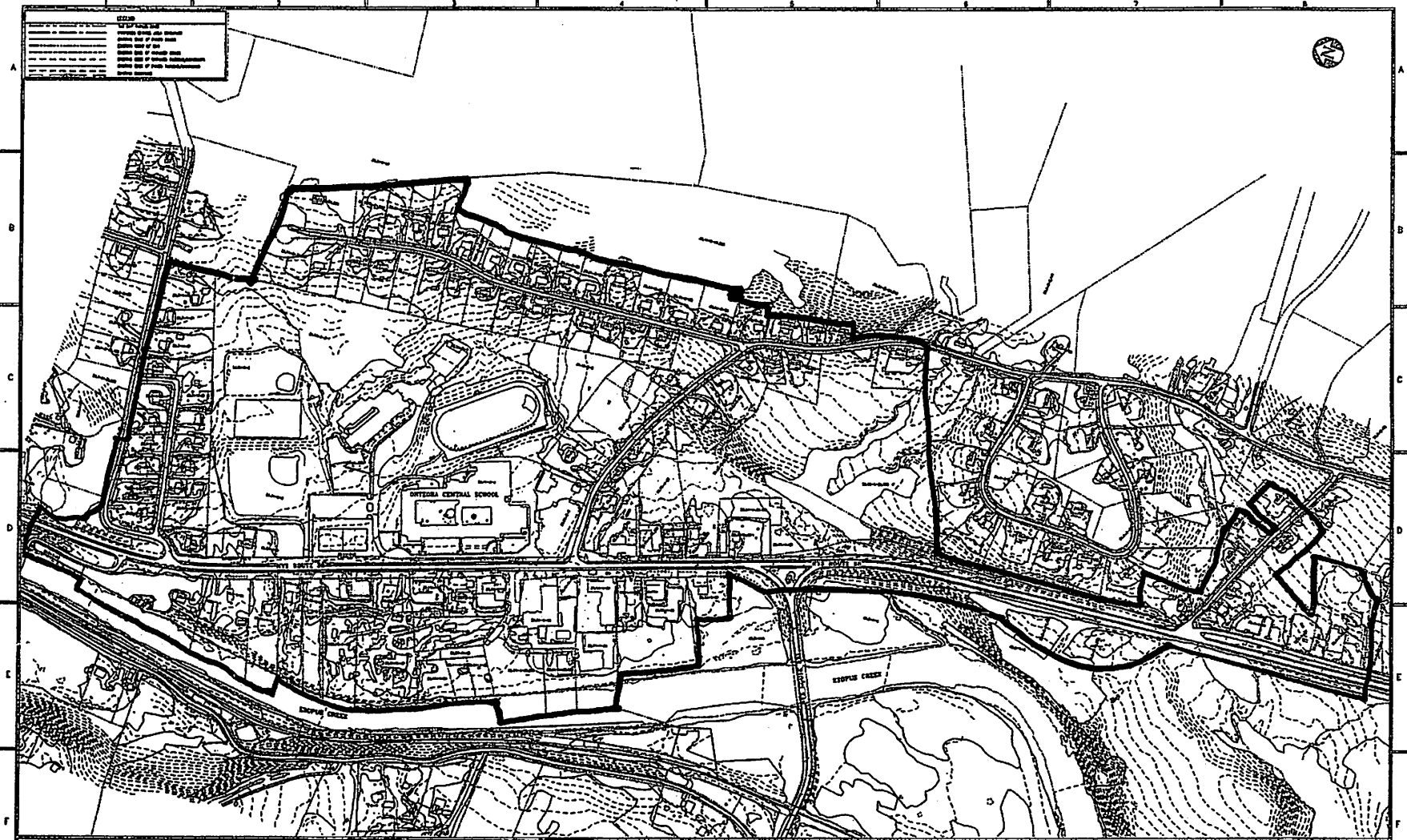
Facility Type	No. of Units - Residential	Flow Calculation Basis	Average Household Size	Flow (gpd)	Source	Total Flow (gpd)
Mixed Use/Multi Use (w/ parcel number)	No. of RESIDENTIAL UNITS		No. of COMMERCIAL UNITS			
(37.18-2-29) Mixed Use (1 EDU included above)						
(37.18-2-29) Reservoir Methodist Church	1	200 seats	1	600	NYSDEC - Church - 3 gallons per seat	600
(37.18-2-32) Multi Use						
(37.18-2-32) Village Pizza		20 seats	1	700	NYSDEC - Ordinary Restaurant 35 gallons per seat	700
(37.18-2-32) Fruition Chocolate		15 seats	1	525	NYSDEC - Ordinary Restaurant 35 gallons per seat	525
(37.18-2-38) Mixed Use (1 EDU included above)						
(37.18-2-38) Family Chiropractic	1	1 employee	1	250	NYSDEC - Doctor - 250 gallons per doctor	250
(37.18-2-42) Multi Use						
(37.18-2-42) Dollar General		8 employees	1	200	NYSDEC - Factory - 25 gallons per employee	200
(37.18-2-42) Ming Moon		12 seats	1	420	NYSDEC - Ordinary Restaurant 35 gallons per seat	420
(37.18-2-42) Olive's Country Store and Café (incl. Mobil)		2 toilets plus food service	1	1220	NYSDEC - Convenience Store - 400 gallons per toilet + 12 seats food svc.	1,220
(37.18-2-42) Post Office		4 employees	1	60	NYSDEC - Office Building - 15 gallons per employee	60
(37.18-2-43) Mixed Use (2 EDU included above)						
(37.18-2-43) Cama Auto Services	2	2 employees	1	50	NYSDEC - Factory - 25 gallons per employee	50
(37.18-2-44.111) Mixed Use (2 EDU included above)						
(37.18-2-44.111) Birmie Bus Services	2	2 toilets	1	800	NYSDEC - Service Station - 400 gallons per toilet	800
(37.18-2-44.111) Rental Offices		1 employee each	1	30	NYSDEC - Office Building - 15 gallons per employee	30
(37.18-2-44.111) Lawn Care store		3 employees	1	45	NYSDEC - Factory - 15 gallons per employee	45
(37.18-3-16) Mixed Use (2 EDU included above)	2					
(37.18-3-16) Wall's Auto Repair		2 employees	1	30	NYSDEC - Factory - 15 gallons per employee	30
(37.18-3-32) Mixed Use (1 EDU included above)	1					
(37.18-3-32) The Berry Patch		4 employees	1	60	NYSDEC - Office Building - 15 gallons per employee	60
(37.18-3-32) Rosewood Custom Building and Woodwork		2 employees	1	60	NYSDEC - Factory - 15 gallons per employee	60
(46.5-3-4) Mixed Use (1 EDU included above)	1					
(46.5-3-4) B&C Enterprises Auto Repair		1 toilet	1	400	NYSDEC - Service Station - 400 gallons per toilet	400
(46.5-3-9) Mixed Use (1 EDU included above)	1					
(46.5-3-9) Reservoir Motel		6 units	1	660	NYSDEC - Hotel - 110 gallons per sleeping unit	660
(46.5-3-33.100) Mixed Use (2 EDU included above)	2					
(46.5-3-33.100) Lopez Commercial		No running water or bathrooms	1	0		0
	13		18	6110		
		Total commercial	50	28,010		
					Mixed Use Subtotal =	6,110
					WASTEWATER FLOW - Shokan =	153,070
					10% GROWTH =	15,307
					TOTAL =	168,377
					TOTAL WASTEWATER FLOW FOR SHOKAN =	168,000

Appendix D

Map of Boiceville Service Area

02239

1	1/2" = 100'
2	1/4" = 50'
3	1/8" = 25'
4	1/16" = 12.5'
5	1/32" = 6.25'
6	1/64" = 3.125'
7	1/128" = 1.5625'
8	1/256" = 0.78125'
9	1/512" = 0.390625'
10	1/1024" = 0.1953125'
11	1/2048" = 0.09765625'
12	1/4096" = 0.048828125'
13	1/8192" = 0.0244140625'
14	1/16384" = 0.01220703125'
15	1/32768" = 0.006103515625'
16	1/65536" = 0.0030517578125'
17	1/131072" = 0.00152587890625'
18	1/262144" = 0.000762939453125'
19	1/524288" = 0.0003814697265625'
20	1/1048576" = 0.00019073486328125'



1. All sewer lines shown on this plan are to be constructed in accordance with the standards of the New York State Department of Environmental Conservation, Division of Environmental Engineering, Chapter 275 of the Rules and Regulations of the State of New York, and the standards of the New York State Department of Environmental Conservation, Division of Environmental Engineering, Chapter 275 of the Rules and Regulations of the State of New York, and the standards of the New York State Department of Environmental Conservation, Division of Environmental Engineering, Chapter 275 of the Rules and Regulations of the State of New York.

DATE	1/17/83
BY	JL
CHECKED	JS
SCALE	1" = 50'
PROJECT	BOKEVILLE SEWER DISTRICT
SHEET NO.	1
TOTAL SHEETS	1
DATE	1/17/83
BY	JL
CHECKED	JS
SCALE	1" = 50'
PROJECT	BOKEVILLE SEWER DISTRICT
SHEET NO.	1
TOTAL SHEETS	1

BOKEVILLE SEWER DISTRICT
 CATSKILL WATERSHED CORPORATION COMMUNITY
 WASTEWATER MANAGEMENT
 PROGRAM
 ULSTER COUNTY NEW YORK STATE

GENERAL PLAN

Lamont Engineers
 ENGINEERS - PLANNERS - ARCHITECTS
 40 WEST 42, BRONX, N.Y. 10456
 PROJECT NO. 83-0101
 SHEET NO. 1 OF 1

APPENDIX D

Boiceville Sewer District List
as of 2/6/07

	A	B	C	D	E	F
1	TAX #	OWNR_NAME1	MAIL_ADDR1	STREET	CITY_STATE	ZIP_CODE
2	36.11-2-20					
3	36.4-1-26	Abramson, Cynthia		4008 Route 28	Boiceville, NY	12412
4	36.7-1-32	Albright, Dwayne		4 Piney Point Rd	Boiceville, NY	12412
5	36.4-1-27	Almirall, Kenneth V		45 Demille Ave	Elmont, NY	11003
6	36.4-1-35	Bachor, Karen		8 Desilva Rd	Boiceville, NY	12412
7	36.11-2-1	Bachor, Michael A			Boiceville, NY	12412
8	36.11-2-2	Bachor, Michael A			Boiceville, NY	12412
9	36.11-1-32	Barnett, Jack L		PO Box 175	West Shokan, NY	12494
10	36.4-1-30	Basalone, Jason		29 Desilva Rd	Boiceville, NY	12412
11	36.11-1-12	Bertocchi Enterprises Inc		PO Box 515	Boiceville, NY	12412
12	36.11-1-34	Bertocchi Enterprises Inc		PO Box 515	Boiceville, NY	12412
13	36.7-1-53	Boice, Susan			Tilson, NY	12486
14	36.11-2-35	Brazilian, Robert		7162 Benson St	Englewood, FL	34224
15	36.11-1-25.100	Brenner, Erika		PO Box 270	Mt Tremper, NY	12457
16	36.11-1-40	Bresciani Properties Inc		78 Burgher Rd	West Shokan, NY	12494
17	36.7-1-36	Burns, Suzanne M		14 Piney Point Rd	Boiceville, NY	12412
18	36.4-1-34	Calrow, Mary			Boiceville, NY	12412
19	36.11-2-8	Cayea, Kenneth P		23 Deerfield Rd	Boiceville, NY	12412
20	36.11-2-24	Chartrand, Louis A		64 Deerfield Rd	Boiceville, NY	12412
21	36.11-2-29	Cifello, Frederick		38 Deerfield Rd	Boiceville, NY	12412
22	36.4-1-28	Clare, Thomas J			Boiceville, NY	12412
23	36.11-2-11	Coryell, Murali		47 Deerfield Rd	Boiceville, NY	12412
24	36.11-2-12	Coryell, Murali		47 Deerfield Rd	Boiceville, NY	12412
25	36.11-2-18	Darby, Regina L		79 Deerfield Rd	Boiceville, NY	12412
26	36.11-2-9	Davis, Keith J		27 Deerfield Rd	Boiceville, NY	12412
27	36.11-1-33	Debaun, Walter		PO Box 35	Boiceville, NY	12412
28	36.11-1-39	Debellis, Joseph	Attn: Boiceville Lumber C	Route 28	Boiceville, NY	12412
29	36.11-2-6	Delgado, Robert			Boiceville, NY	12412
30	36.7-1-42	Ecker, Francis P		32 Piney Point Rd	Boiceville, NY	12412
31	36.11-2-23	Esposito, Theresa		70 Deerfield Rd	Boiceville, NY	12412
32	36.11-1-2	Fichtner, Millicent		PO Box 2	Boiceville, NY	12412
33	36.11-1-6	First Natl Bank of Downsv		126 Main St	Downsville, NY	13755
34	36.11-2-30	Ford, Charles		32 Deerfield Rd	Boiceville, NY	12412
35	36.7-1-51	Gardner, Ernest J			Boiceville, NY	12412
36	36.11-1-29	Girard, Judy Ann		PO Box 333	Boiceville, NY	12412
37	36.7-1-34.100	Guendel, Carl W			Boiceville, NY	12412
38	36.7-1-38	Guendel, Henry W			Boiceville, NY	12412
39	36.11-2-19	Harrington, Gerard			Boiceville, NY	12412
40	36.7-1-40	Hasenflue, Thomas		26 Piney Point Rd	Boiceville, NY	12412
41	36.11-1-30.100	Haver, Arthur		175 Haver Rd	Olivebridge, NY	12461
42	36.11-2-4	Hawer, Phillip A		23 Upper Boiceville Rd	Boiceville, NY	12412
43	36.11-2-37	Higley, Darlene E		83 Upper Boiceville Rd	Boiceville, NY	12412
44	36.7-1-41	Hill, Beth A		28 Piney Point Rd	Boiceville, NY	12412
45	36.11-2-10	Humphrey, Lloyd		31 Deerfield Rd	Boiceville, NY	12412
46	36.11-1-16.100	Johansen, Cindy		PO Box 471	Boiceville, NY	12412
47	36.4-1-37	Kahil, Edward H		526 Watson Hollow Rd	West Shokan, NY	12494
48	36.11-1-41	Keusey, Albert E		PO Box 178	Boiceville, NY	12412
49	36.11-1-42	Keusey, Albert E		PO Box 178	Boiceville, NY	12412
50	36.11-1-43	Keusey, Albert E		PO Box 178	Boiceville, NY	12412
51	36.11-1-7	Keusey, Albert E			Boiceville, NY	12412
52	36.11-2-31	Klein, Robert L		28 Deerfield Rd	Boiceville, NY	12412
53	36.11-1-27.110	Klippel, John C		4201 Route 28	Boiceville, NY	12412
54	36.11-1-24	Kretschmer, Richard	Kretschmer Sari	74 Upper Boiceville Rd	Boiceville, NY	12412
55	36.11-2-21.100	Lapinski, John Paul			Shokan, NY	12481
56	36.11-2-32	Lattof Family		22 Deerfield Rd	Boiceville, NY	12412
57	36.4-1-38	Leader, Daniel M		1007 Coldbrook Rd	Boiceville, NY	12412
58	36.4-1-39.100	Leader, Daniel M	Attn: Bread Alone	Route 28	Boiceville, NY	12412
59	36.11-2-13	Leiter, Ralph P		53 Deerfield Rd	Boiceville, NY	12412
60	36.11-2-16	Lynch, Nancy A		69 Deerfield Rd	Boiceville, NY	12412
61	36.11-1-26.200	Manis, Laurel J		78 Upper Boiceville Rd	Boiceville, NY	12412
62	36.7-1-50	Mcknight, William		4192 Route 28	Boiceville, NY	12412
63	36.7-1-45	Minervini, James		10 Center Ln	Boiceville, NY	12412
64	36.11-1-10	Minsw, Joseph & Paula	Attn: Boiceville Pit Stop	P.O. Box 426	Boiceville, NY	12412
65	36.11-2-15	Murphy, Richard W Jr			Boiceville, NY	12412
66	36.11-2-17	Negron, Mario	Attn: Ray Negron		Boiceville, NY	12412
67	36.11-1-27.200	Nielsen, Robert W		52 Upper Boiceville Rd	Boiceville, NY	12412
68	36.11-1-1	Nieves-Kastel, Leana Lea		4175 Rt 28	Boiceville, NY	12412
69	36.11-2-38	Normann, Steven O		89 Upper Boiceville Rd	Boiceville, NY	12412
70	36.11-1-26.110	NYC Office of Water Suppl		465 Columbus Ave	Valhalla, NY	10595

Boiceville Sewer District List
as of 2/8/07

	A	B	C	D	E	F
1	TAX #	OWNR_NAME1	MAIL_ADDR1	STREET	CITY_STATE	ZIP_CODE
71	36.11-1-31	Olive Fire Dept No 1 Inc			Olivebridge, NY	12461
72	36.7-1-39	Pantiano, Michael		76 Mountain View Dr	Boiceville, NY	12412
73	36.11-1-22	Pape, Ronald H		166 Carouse! Ln	Canandaigua, NY	14424
74	36.4-1-36	Parete, Barbara R		393 Buck Rd	Stone Ridge, NY	12484
75	36.11-2-5	Perazella, Joseph Jr	Attn: Alaire Perazella	390 Charles Dr	Cheshire, CT	06410
76	36.11-1-28	Plitt, Ann		125 Laura Ave	Milliken, CO	80543
77	36.11-1-14	Rank, Judith Ann		PO Box 61	Boiceville, NY	12412
78	36.11-1-20	Rank, Judith Ann		PO Box 61	Boiceville, NY	12412
79	36.11-2-25	Robinson, Patricia		60 Deerfield Rd	Boiceville, NY	12412
80	36.11-1-36.100	Ronsen Piano Hammer Co In			Boiceville, NY	12412
81	36.4-1-33	Rose, Olive G			Boiceville, NY	12412
82	36.11-2-14	Rosen, David		59 Deerfield Rd	Boiceville, NY	12412
83	36.11-1-16.200	Route 28 Holding Co Inc		PO Box 2	Willow, NY	12495
84	36.11-1-18	Route 28 Holding Co Inc		PO Box 2	Willow, NY	12495
85	36.11-1-19	Route 28 Holding Co Inc		PO Box 2	Willow, NY	12495
86	36.11-1-21	Route 28 Holding Co Inc		PO Box 2	Willow, NY	12495
87	36.11-1-8	Safran, Michael L			Boiceville, NY	12412
88	36.11-1-36.200	Scanlan, Cecelia	Attn: Siobhan Puccini	PO Box 420	Boiceville, NY	12412
89	36.11-1-17	Scanlan, Siobhan M		4076 Route 28	Boiceville, NY	12412
90	36.11-2-28	Schlegel, George		46 Deerfield Rd	Boiceville, NY	12412
91	36.11-1-23	Shultis, Margaret A		168 Upper Boiceville Rd	Boiceville, NY	12412
92	36.11-1-11	Singer-Denman Lumber		4115 Rt 28	Boiceville, NY	12412
93	36.11-1-45	St Francis De Sales			Phenicia, NY	12464
94	36.11-2-33	Stein, Joseph B		16 Deerfield Rd	Boiceville, NY	12412
95	36.11-2-26	Stohr, Gerald		52 Deerfield Rd	Boiceville, NY	12412
96	36.11-1-35	Stucki Embroidery		PO Box 185	Boiceville, NY	12412
97	36.11-2-34	Studt, Albert		8 Deerfield Rd	Boiceville, NY	12412
98	36.7-1-46	Talitian		5545 Netherland Ave	Bronx, NY	110471
99	36.11-1-44	Timm, Christina		2 Upper Boiceville Rd	Boiceville, NY	12412
100	36.11-2-36	Treutlein, James		34 Crescent Ln	Levittown, NY	11756
101	36.7-1-47	Trojan, William		6 Center Ln	Boiceville, NY	12412
102	36.7-1-35	Ulster County			Kingston, NY	12402
103	36.11-2-21.200	Vanburen, Donald			Boiceville, NY	12412
104	36.11-2-22	Vanburen, Donald			Boiceville, NY	12412
105	36.11-1-3	Vanleuvan, Robert		PO Box 105	Boiceville, NY	12412
106	36.7-1-37	Varrallo, Martin		16 Piney Point Rd	Boiceville, NY	12412
107	36.11-1-38	Wassi, Joseph S		103 Overlook Ave	Beacon, NY	12508
108	36.11-1-37	Weikert, Andrew J	Attn: Edward Weikert	302 Frances St	Teaneck, NJ	07666
109	36.7-1-48.100	Welmer, Arthur F		4 Center Ln	Boiceville, NY	12412
110	36.11-2-7	Wildermuth, Carmina		17 Deerfield Rd	Boiceville, NY	12412
111	36.7-1-44	Wittl, Peter		12 Center Ln	Boiceville, NY	12412
112	36.11-2-21.300	Wright, Lori		8 Desilva Rd	Boiceville, NY	12412
113	36.7-1-43	Yankowski, Douglas			West Hurley, NY	12491
114	36.11-2-27	Yuneman, Joan Ann		48 Deerfield Rd	Boiceville, NY	12412
115	36.7-1-52	Zimmerman, Sidney E		163 17th St	New York, NY	10011

Appendix E

Map of Shokan Service Area

PARCEL ID	OWNER_1	OWNER_2	CITY_STATE
37.17-1-15	Helfant. Bob R.		Shokan, NY
37.17-1-27.100	Covello, Domenick	Covello, Lucille	Shokan, NY
37.17-1-32	Sherwood, Silvia M		Roosevelt, NY
37.17-1-37	Feldman, Richard	Feldman, Melanie	Shokan, NY
37.17-1-42	Ketchum, Patricia	Ketchum, Berton	Shokan, NY
37.17-1-44	Josenhans, Susan		Shokan, NY
37.17-1-46	Patch, Paul W.	Patch Joanne C.	Shokan, NY
37.17-1-53	Harian, Armen	Harian, Nancy	Shokan, NY
37.17-1-54.100	Sweeney, Bridget		Shokan, NY
37.18-1-1	Orsland, Ernst T	Orsland, Ingrid	Shokan, NY
37.18-1-14	Reynolds, Bruce S.	Reynolds, Dianna V.	Shokan, NY
37.18-1-48	Mazzawy, Toufie R.		Shokan, NY
37.18-1-51	Mazzawy, Toufie R.		Shokan, NY
37.18-2-2.210	Janesiewicz, Joseph J	Janesiewicz, Joyce	Hurley, NY
37.18-2-28.100	Olive Fire Dept No 1 Inc		Olivebridge, NY
37.18-2-30	Olive Fire Dept No 1 Inc		Olivebridge, NY
37.18-2-31.200	Russo, Angelo R	Russo, Gail J.	Shokan, NY
37.18-2-39.300	Juliano Ventures Inc		Shokan, NY
37.18-2-44.211	WRKC Realty LLC		Shokan, NY
37.18-3-36	Schraut, William		Shokan, NY
37.18-3-4	Schnuderl, Heinrich	Schnuderl, Norma I.	Shokan, NY
37.18-3-40	Schraut, William		Shokan, NY
37.18-3-7	Perry-Scheffel, U.I.		Shokan, NY
37.3-1-14.400	Berchenko, Gary L.		Shokan, NY
37.3-2-18	Ashokan Cemetery Assoc		Shokan, NY
37.3-3-9.200	Ian, Jameson J.		Shokan, NY
37.65-1-13	McGrath, Adam J.	Maisenhelder, Ariel	Shokan, NY
37.65-1-4	Stewart, Helga		Shokan, NY
37.65-1-5	Stewart, Helga		Shokan, NY
37.73-1-1.110	Olive Woods LLC		Shokan, NY
37.73-1-24.120	Mack Custom Woodworking L		Mount Tremper, NY
37.73-1-35	Olive Woods LLC		Shokan, NY
37.73-1-7	Braverman, Gary	Braverman, Nancy	Shokan, NY
37.73-1-9	Braverman, Gary	Braverman, Nancy	Shokan, NY
45.8-1-11.300	Vanacore, Louis	Vanacore, Brian	Virginia Beach, VA
46.5-1-15	Puryear, Michael		Shokan, NY
46.5-1-22.100	County of Ulster		Kingston, NY
46.5-1-41.120	Berry, Roger A. Sr.		Shokan, NY
46.5-1-42.100	Williams, Gary	Williams, Ruth A.	Shokan, NY
46.5-1-42.200	Watson, Theresa		West Hurley, NY
46.5-1-6	North, Maryanne		Shokan, NY
46.5-2-22	Grabowski, Walter	Grabowski, Jody	West Hurley, NY
46.5-2-50.300	Crispell, David	Crispell, Louise	Olivebridge, NY
46.5-2-52.112	Leighton III, Orman E Trustee		Shokan, NY
46.5-2-56	Stoutenburgh, Susan		Kingston, NY
46.5-3-18	Lazala, Luis		Shokan, NY

46.5-3-19	Lazala, Luis		Shokan, NY
46.5-3-2	Trchala, Jan	Trchala, Helen	Shokan, NY
46.5-3-20.100	Lazala, Luis		Shokan, NY
46.5-3-28	Olive & Hurley Old School	Baptist Church	Kingston, NY
46.5-3-8.100	Ashokan Store Lt LLC		Shokan, NY
46.5-4-33	LKC Realty Inc.		Big Indian, NY
46.5-4-44	Schofield, Albert	Schofield, Marie	West Hurley, NY
46.5-4-50	Chamberlain, Beau Patrick	Klaphor, Alison Lee	Shokan, NY
46.5-4-59	Zensky, Andrew		New York, NY
46.5-4-65.100	Moynehan, Andrew	Brodsky-Moynehan, Chelsea	Shokan, NY
37.18-2-23	Cypin, Katharine	Vanwagner, T.	Shokan, NY
37.18-2-37	Grabowski, Walter		West Hurley, NY
37.3-3-11	Eisenson, Alan	Eisenson, Juliette	Shokan, NY
37.18-2-3.200	KORG NA LLC		Melville, NY
37.18-2-33	Sho Kan Dew LLC		Kingston, NY
37.73-1-46	2808 RT 28 Shokan, NY LLC		Shokan, NY
46.5-4-28	Zaferes, Andrea		Hurley, NY
37.18-3-34	American Legion #1627		Shokan, NY
37.18-2-44.112	Foggy Mountain 12 Corp.		Woodstock, NY
46.5-1-33	Shokan Reformed Church		Shokan, NY
46.5-4-32	Sharp, Donna	Sharp, Dennis	West Hurley, NY
37.3-3-10.200	The Lake 1212 LLC		Diamond Point, NY
37.73-1-34	Mack Custom Woodworking L		Mount Tremper, NY
37.17-1-13	Moses, Alfred G		Shokan, NY
37.17-1-14	Hoyt, Jason		Kingston, NY
37.17-1-16	Mercer, Carl	Mercer, Ronaldo	Brooklyn, NY
37.17-1-17	Lanaghan, Robert J.	Yanchuk, Matthew A.	Brooklyn, NY
37.17-1-18	Barringer, Laurie E	Wittl, Elsie	Shokan, NY
37.17-1-19	Rubic, Glenn K.	Rubic, Christine K.	Shokan, NY
37.17-1-20	Biscaras, Patricia B.		Shokan, NY
37.17-1-21	Warden, Bruce W.	deed in her name) 72 Allison Ct, Kii	Shokan, NY
37.17-1-22	Helfant. Bob R.		Kingston, NY
37.17-1-23	Taormina, Madeline		Staten Island, NY
37.17-1-24	Kimberlee, Gorgo	Gayle Brister, Jennifer	Shokan, NY
37.17-1-25	Benjamin, Matthew	Benjamin, Robin	New York, NY
37.17-1-26	Chan, Kwok-Chuen Felix	Chan, Alice Sw.	Shokan, NY
37.17-1-27.200	Pomber, The Carmella Mary	Revocable, Trust	Shokan, NY
37.17-1-28	Loheide, Eric F	Loheide, Laura Z.	Shokan, NY
37.17-1-29	Fine, Stephen J		Shokan, NY
37.17-1-30	Olson, Michael T.	Olson, Pamela A.	Shokan, NY
37.17-1-31	Schraut, William		Shokan, NY
37.17-1-33	Sherwood, Silvia M		Roosevelt, NY
37.17-1-34	Peltzman, Douglas	Peltzman, Pamela	Shokan, NY
37.17-1-35	Bernholz, Michael	Bernholz, Mary Jane	Shokan, NY
37.17-1-36	Feldman, Richard	Feldman, Melanie	Shokan, NY
37.17-1-38	Fredericks, Wayne	Fredericks, Georgene	Shokan, NY
37.17-1-39	Greenlese, Scott W		Shokan, NY

37.17-1-40	Jaworski, Michael E.	Jaworski, Susan Ann	Shokan, NY
37.17-1-41	Brennan, Gregory T.	Brennan, Barbara A.	Shokan, NY
37.17-1-43	Byrnes, John		Shokan, NY
37.17-1-45	Josenhans, Susan		Shokan, NY
37.17-1-47	Patch, Paul W.	Patch, Joanne C.	Shokan, NY
37.17-1-48	Tucciarone, Christopher		Shokan, NY
37.17-1-49	Mccole, John	Mccole, Veronica P.	Shokan, NY
37.17-1-50	Denker, John L.	Denker, Rosemary	Shokan, NY
37.17-1-51	Plitkins, Alexander	Plitkins, Sachiko S.	Shokan, NY
37.17-1-52	Harian, Armen	Harian, Nancy	Shokan, NY
37.17-1-54.200	Sweeney, Bridget		Shokan, NY
37.17-1-55	Adan, Ricci R.		Lake Hill, NY
37.17-1-56	Covello, Domenick	Covello, Lucille	Shokan, NY
37.17-1-57	Warren, Leo		Shokan, NY
37.17-1-58	Battaglino, John	Battaglino, Jacinthe	Shokan, NY
37.17-1-59	Saunders, Debra	Saunders, Keith	El Cerrito, CA
37.17-1-60	Popola, Thomas B Jr		Shokan, NY
37.17-1-61	Mancini, Michael P		Shokan, NY
37.17-1-63	Covello, Dominick	Covello, Lucille	Shokan, NY
37.17-1-64	Ettinger, Michael	Luongo, Dorothy R.	Shokan, NY
37.17-1-65.100	Burns-Leader, Sharon L		Shokan, NY
37.17-1-71	Covello, Dominick V.	Covello, Lucille	Shokan, NY
37.17-1-72	Allen, Patrick J.	Baker, Cara M.	Shokan, NY
37.17-1-73	Liverani, Michael	Liverani, Eileen	Myrtle Beach, SC
37.17-1-74	Reese, Eliana	Warren, Carol	Shokan, NY
37.17-1-75	Ostrander, Joanne		Shokan, NY
37.17-1-76	Wemple, Jerry V.	Pihl, Janet	Shokan, NY
37.17-1-77	DeLango, John J.		Shokan, NY
37.17-1-78	Denise, George A Jr	Denise, Cynthia	Shokan, NY
37.17-1-81.400	Byron, John		Shokan, NY
37.18-1-10	Berchenko, Gary L.		Shokan, NY
37.18-1-12	Kulich, Dennis S	Rosenberg, Lauren	Shokan, NY
37.18-1-15	John as McSweeny Trustte	McSweeney, Muriel P	Shokan, NY
37.18-1-16	Bliss, Barry	Vanditti, Joseph C.	Shokan, NY
37.18-1-17	Thomas, George A.	Thomas, Sherry	Shokan, NY
37.18-1-18	Melanie, Reynolds		Shokan, NY
37.18-1-19	Brenner, Henry	Brenner, Mae	Shokan, NY
37.18-1-2.100	Tsontakis, George		Shokan, NY
37.18-1-2.200	Fasula, Elaine	Moore, Steven	Shokan, NY
37.18-1-21.100	Schnettler, Robert W		Shokan, NY
37.18-1-22	Estes, Peter F.	Wemple-Estes, Karen E.	Shokan, NY
37.18-1-23	Arnone, Carol		Shokan, NY
37.18-1-24	Cox, Timothy E.	Balzac, Rebecca	Shokan, NY
37.18-1-25	Morris, David R	Hacker, William	Shokan, NY
37.18-1-26	Polis, Peter G.	Croswell, Theresa	Shokan, NY
37.18-1-27	Grehl, Raymond J.	Grehl, Mary B.	Shokan, NY
37.18-1-28	McComas, Dan L.		Shokan, NY

37.18-1-29	Chantal & Albane Sappey	Sharrad, Scott	Shokan, NY
37.18-1-3.100	Pustilnik, Luke		Shokan, NY
37.18-1-30	Fehring, Robert A.		Shokan, NY
37.18-1-31	Tosi, Peter	Tosi, Patricia	Shokan, NY
37.18-1-32	Dearden, Jessica		Shokan, NY
37.18-1-33	Schwartz, Luke	the Caledonia Crossing Revocable	New York, NY
37.18-1-34	Davis, Jeanne		Shokan, NY
37.18-1-35	Henning, Richard		Shokan, NY
37.18-1-36	Siska, Carol A.	Siska, Dorothy R.	Shokan, NY
37.18-1-37	Grant, Christopher M.	Grant, Amy D.	Shokan, NY
37.18-1-38	Angevine, Brian Lee		Shokan, NY
37.18-1-39	Bellere, John M.	Bellere, Miriam	Little Neck, NY
37.18-1-4	Ostapczuk, Edward D.	Ostapczuk, Lois	Shokan, NY
37.18-1-40	Vallance, Jennifer		Shokan, NY
37.18-1-41	Mills, Devin	Mills, Mary E.	Shokan, NY
37.18-1-42	Grazier, Craig	Knaus, Joann	Shokan, NY
37.18-1-43	Baldwin, Rowena J.		Palenville, NY
37.18-1-44	Siegel, Jeff S.	Siegel, Myra K.	Shokan, NY
37.18-1-45.600	Matera, Helen	Matera, Helene	Brooklyn, NY
37.18-1-45.700	Baker, Lisa Ann		Shokan, NY
37.18-1-46	Caamano, Raul	Caamano, Aurora	Shokan, NY
37.18-1-47	Mazzawy, Toufie R.		Shokan, NY
37.18-1-49	The Camillo Trust		Shokan, NY
37.18-1-5	Johnson, Jean		Shokan, NY
37.18-1-50	Fox, Rosanne	Haines, Julia	Shokan, NY
37.18-1-52	Ketchum, Ernest Scott		Shokan, NY
37.18-1-53	Terpening, Steven		Shokan, NY
37.18-1-54	Kunz, Lynda A.		Shokan, NY
37.18-1-55	Guss, Sam	Guss, Anita	Shokan, NY
37.18-1-56	Sanford, Charles R.	Sanford, Michele L.	Shokan, NY
37.18-1-58	Iampolski, Mikhail	Korsunsky, Ekaterina	New York, NY
37.18-1-59	Noonan, Kevin		Shokan, NY
37.18-1-6	Nerp, Jeffrey	Nerp, Kathleen M.	Shokan, NY
37.18-1-60	Obeydi, Madeeha A		Shokan, NY
37.18-1-63	Reynolds, Bruce S.	Reynolds, Dianna	Shokan, NY
37.18-1-7	Orsland, Ernst	Orsland, Ingrid	Shokan, NY
37.18-1-8	Thompson, Mark M	Thompson, Lauren	Shokan, NY
37.18-2-1	Loughlin, Carl E	Bollenbach, Nancy R.	Shokan, NY
37.18-2-10	Schwab, Micheal Fredrick	Schwab Edmundson, Linda	Shokan, NY
37.18-2-11	Williams, Barbara R		Shokan, NY
37.18-2-12	Solomon, Nilda	Solomon, Sean	Brooklyn, NY
37.18-2-13	Locasto, Anthony J.		Shokan, NY
37.18-2-14	Harp, Kyle		Saugerties, NY
37.18-2-15	Hereth, Ruth	Santa, Ana Junice	Shokan, NY
37.18-2-17	Comerford, Thomas W.	Bella, Jennifer J.	Shokan, NY
37.18-2-18	Reese, Brittany M.		Shokan, NY
37.18-2-19	Schiappa, Dean V	Johnson, Lesile	Shokan, NY

37.18-2-2.220	Clark, Patricia A		Shokan, NY
37.18-2-2.230	Beckett, Vanessa F	Weedman, Joshua D	New York, NY
37.18-2-20	Mannino, Franki		Woodstock, NY
37.18-2-22	Ostrander, Joanne		Shokan, NY
37.18-2-24	Bhitiyakul, Preawphan		Kingston, NY
37.18-2-25	Cammarata, Peter G.	Cammarata, Lorraine	Woodstock, NY
37.18-2-26	Brooks, Dina L.	Brooks, Christopher D.	Shokan, NY
37.18-2-27.100	Moore, Sherman	Moore, Linda	Shokan, NY
37.18-2-3.100	Karl as Edmundson Trustee	Trust of the Karl Edmundson (Trust	Shokan, NY
37.18-2-31.100	Russo, Angelo R.	Russo, Gail J.	Shokan, NY
37.18-2-34	Sho Kan Dew LLC		Kingston, NY
37.18-2-36	Salvemini, Steven	Salvemini, Leslie A.	Brick, NJ
37.18-2-4	Senecal, James		Shokan, NY
37.18-2-40	Lawrence, Lester		Shokan, NY
37.18-2-5	Spencer, Janet		Shokan, NY
37.18-2-6	Vines, Kevin Michael		Shokan, NY
37.18-2-7	Malie, Kerstin M.	Francis Fallon Jr	Shokan, NY
37.18-2-8	Fisher, Jeffrey N		Shokan, NY
37.18-2-9	Crosswell, David W	Crosswell, Theresa	Shokan, NY
37.18-3-1	Hulsizer, Baiba		Shokan, NY
37.18-3-10.100	Denman, E Lee Trustee		Shokan, NY
37.18-3-13	Lane, Leroy W III		Shokan, NY
37.18-3-14	Incantalupo, Frank		Shokan, NY
37.18-3-15	Kramer-Harrison, William	Kramer-Harrison, Meryl	Shokan, NY
37.18-3-17	Vogel, Arthur M	Vogel, Karin	Glenford, NY
37.18-3-19	Szostak, Cheri L.		Shokan, NY
37.18-3-2	Winnie, Donna M.		Shokan, NY
37.18-3-20	John T. Duclos	Ingrid C. Duclos	Shokan, NY
37.18-3-21	Jameson, Stephen A.	Jameson, Barbara A.	Shokan, NY
37.18-3-22	2954-2956 St Rd 28 LLC		Phoencia, NY
37.18-3-24	Kappel, Barry	Kappel, Christine	Shokan, NY
37.18-3-25.100	Silverman, Joel		Shokan, NY
37.18-3-25.200	Silverman, Stephen N.	Silverman, Carol L.	Shokan, NY
37.18-3-26	Fauci, Dorothy L.		Shokan, NY
37.18-3-27	Sherman, Christopher	Sherman, Amy	Shokan, NY
37.18-3-28	Wolff, Patricia Ann	Newman, James Mark	Shokan, NY
37.18-3-29	Stoutenburgh, David W.	Stoutenburgh, Jaclyn	Shokan, NY
37.18-3-3	Schnuderl, Heinrich	Schnuderl, Norma	Shokan, NY
37.18-3-31	Selkowitz, Robert	Selkowitz, Nancy	Shokan, NY
37.18-3-33	Christopher, Tyler	Jueds, Katherine C.	Shokan, NY
37.18-3-35	Delozier, William	Delozier, Theresa	Shokan, NY
37.18-3-37	Paroubek, Stanley J.	Paroubek, Susan M.	Shokan, NY
37.18-3-38	Winnie, Jeanette Rios		Shokan, NY
37.18-3-39	Kidder, Blake		Shokan, NY
37.18-3-5	Kaufman, David	Hanson, Lauren	Queens, NY
37.18-3-6.100	Leclerc, Joseph R.		Hurley, NY
37.18-3-6.200	Patschke, Stephen C.	Patschke, Grace M.	Shokan, NY

37.18-3-6.400	Perry-Scheffel, Ursula		Shokan, NY
37.18-3-8	Farrell, George P.		Shokan, NY
37.18-3-9.110	Denman, Todd A.	Denman, Erika	Anchorage, AK
37.3-1-14.112	McGovern, Ashely	Albina, Maria Victoria	Shokan, NY
37.3-1-14.120	Wolff, Richard R.	Wolff, Patricia	Shokan, NY
37.3-1-14.200	Stahl, Jerry	Irrevocable, Trust	Shokan, NY
37.3-2-20	Kosarek, Joseph J.	Kosarek, Cheryl L.	Shokan, NY
37.3-3-6	Bollard, Penny	Pfister, Sherry A.	Shokan, NY
37.3-3-9.100	Kuypers J, Vincent		Shokan, NY
37.65-1-10	Phifer, Gary		Shokan, NY
37.65-1-11	Craig, Jeffrey A.	Craig, Judy M.	Shokan, NY
37.65-1-12	Mellenthin, Robert	Mellenthin, Danielle	Shokan, NY
37.65-1-14	Curiotto, Alfred	Curiotto, Catherine	Shokan, NY
37.65-1-15	Smith, Anthony B.		Shokan, NY
37.65-1-16	Coffey, Michael K.	Coffey, Rosemary C.	Shokan, NY
37.65-1-17	Rojas, Claudia		Shokan, NY
37.65-1-18	Perez-Rogers, Rafael E.	Perez-Rogers, Marisa	Shokan, NY
37.65-1-19	Mosher, Katherine A.	Mosher, Matthew	Ulster Park, NY
37.65-1-2	Stevenson, Joann		Shokan, NY
37.65-1-20	Wiswall, David C.	Wiswall, Virginia C.	Shokan, NY
37.65-1-21	Ploennigs, Michael	Ploennigs, Mala	Shokan, NY
37.65-1-22	98 Van Dale LLC		Woodstock, NY
37.65-1-25.200	Downton, Brook	Downton, Esther	Olive, NY
37.65-1-26	Smith, William R.	Smith, Dawn M.	Shokan, NY
37.65-1-3	Stewart-Tisch, Helga R.		Shokan, NY
37.65-1-6	Sirc, Thomas H.		Shokan, NY
37.65-1-7	Blakely, Steve		Shokan, NY
37.65-1-8	Hollander, Suzanne	Russ, Amy	New York, NY
37.65-1-9	Odonnell, James	Odonnell, Lisa	Shokan, NY
37.73-1-1.120	Vooris , Franklyn P.	Vooris, Beverly	Shokan, NY
37.73-1-1.200	Curtis. Jason S.	Curtis, Krystle M.	Shokan, NY
37.73-1-10	Schnapp, Jonathan	Hirose-Schnapp, Kumi	New York, NY
37.73-1-11	Caye-Kohler, Kimberly	Kohler, David	Brooklyn, NY
37.73-1-12	Daly, Odessa D.		Shokan, NY
37.73-1-13	Griffin Drake, Annette A		Shokan, NY
37.73-1-14	Konjas, Lee	Konjas, Evelyn A.	Shokan, NY
37.73-1-15	Hudepohl, Helga		Shokan, NY
37.73-1-16	Girard, Judy Ann	Parmelee, Pamela	Shokan, NY
37.73-1-17	Chapman, Harold E.	Chapman, Katherine	Shokan, NY
37.73-1-18	Moskin, Rebecca R.		Shokan, NY
37.73-1-19	Nelson, Suzanne E.		Shokan, NY
37.73-1-2	Croissant, Robert J.		Shokan, NY
37.73-1-20	Byron, Timothy P.	Byron, Jill B.	Shokan, NY
37.73-1-21	Byron, Philip H.	Byron, Johanna M.	Shokan, NY
37.73-1-22	Loffredo, Linda		New York, NY
37.73-1-23	Ross, William R.	Ross, Kimberley A.	Shokan, NY
37.73-1-3	Mapstone, Gregory	Mapstone. Stacy	Shokan, NY

37.73-1-31	Guarascio, Saverio	Labella, Suzanne	Shokan, NY
37.73-1-33	Davis, Alan J.		Shokan, NY
37.73-1-4	Hill, Rollin H.	Hill, Susan	Shokan, NY
37.73-1-40	Shultis, Penny M.	Shultis, Sean T.	Shokan, NY
37.73-1-41	Maki, Gerard C.	Maki, Katherine	Shokan, NY
37.73-1-42	Dubois, Roger		Bearsville, NY
37.73-1-43	Dalessio, Guido T.		Shokan, NY
37.73-1-44	Catasus-Chapman, James	Catasus-Chapman, Eileen	Shokan, NY
37.73-1-45	Laurence, Luke		Olive, NY
37.73-1-5	Opsis, Ludwig	Opsis, Ingrida	Shokan, NY
37.73-1-6	Negron, Raymond W.	Negron, Dorothy H.	Shokan, NY
37.73-1-8	Braverman, Gary	Braverman, Nancy	Shokan, NY
45.8-1-10	Vanacore, Ralph	Vanacore, Carol	Shokan, NY
45.8-1-13	NMNT Realty Corp.		Garden City, NY
46.5-1-10	Mahmood, Hanan		Valley Stream, NY
46.5-1-11	Ryan, Timothy		Shokan, NY
46.5-1-13	Fallon, Nancy J.		Shokan, NY
46.5-1-14	Lemister, Lillian E.	Lemister, Shaun	Shokan, NY
46.5-1-16	Roxby, Jason Kevin	Hasbrouck, Jennifer	Shokan, NY
46.5-1-19	Gray, Mark E.	Gray, Tammy	Shokan, NY
46.5-1-2	Oliva, Dianne E.		Shokan, NY
46.5-1-22.200	Gray, Mark E.	Gray, Tammy	Shokan, NY
46.5-1-23	Puryear, Michael		Shokan, NY
46.5-1-26.100	Downes, Troy	Downes, Isadora	Shokan, NY
46.5-1-28	Fountain, Clifton C.		Shokan, NY
46.5-1-29.100	Cunningham, David	Cunningham, Suysel	New York, NY
46.5-1-29.200	Schechter, Jacqueline S.		Shokan, NY
46.5-1-3	Reed, Robert E.	Reed, Joan B.	Phoenicia, NY
46.5-1-30	Covello, Domenick	Covello, Lucille	Shokan, NY
46.5-1-31	Morano, Lindsey Nicole	Valesio, Eugene John III	Shokan, NY
46.5-1-32	Moeller, Wolfgang		Shokan, NY
46.5-1-34	Pastir, Robert V.	Pastir Family Revocable Trust	Punta Gorda, FL
46.5-1-35	Stasiuk, Olha		Astoria, NY
46.5-1-36	Hittmeyer, Gary J.		Shokan, NY
46.5-1-39	Miller, Sharon Ruth		Shokan, NY
46.5-1-4	Wiacek, John		West Hurley, NY
46.5-1-40	Groeters, Charles	Groetera, Gwyn	Shokan, NY
46.5-1-41.110	Ross, Matthew	Ross, Alyssa	Shokan, NY
46.5-1-43	Kelly, Carol	Kelly, Rosemary	Shokan, NY
46.5-1-44	Purdy, Robert	Spears, Richy	Shokan, NY
46.5-1-45	Vanleuvan, Dillion B.	Timm, Christina	Shokan, NY
46.5-1-46	Berger, Paul	Berger, Joan E.	Shokan, NY
46.5-1-47	Powell, Owen R.	Hirons, Elizabeth A.	Shokan, NY
46.5-1-48.100	Oakley, Taylor		Shokan, NY
46.5-1-48.210	Nelson, James E.	Nelson, Janet M.	Shokan, NY
46.5-1-49	Waldron, Barbara L.		Shokan, NY
46.5-1-5	Farris, Christopher	Fauble, Catherine	Shokan, NY

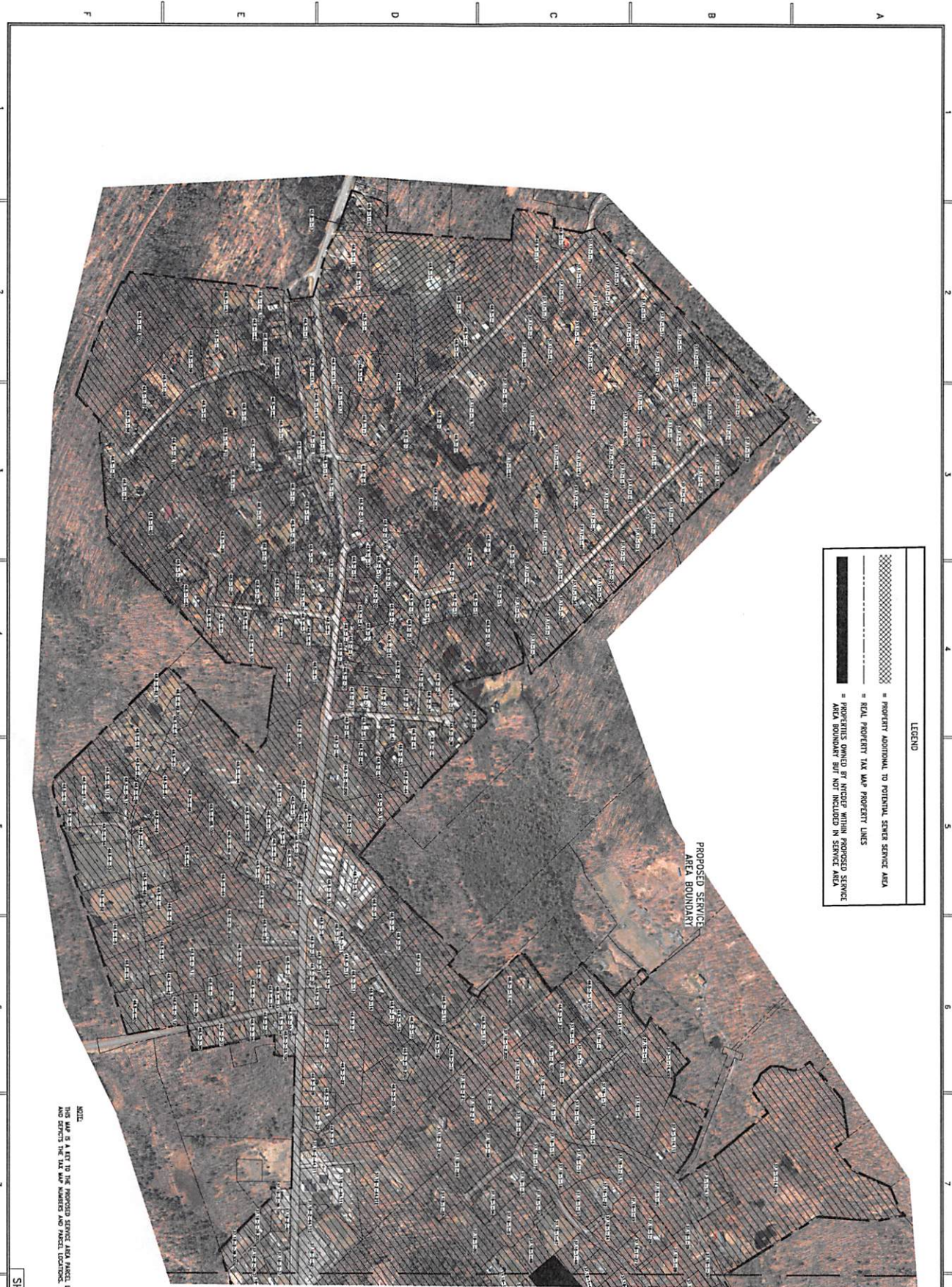
46.5-1-50	Gusoff, Adrienne	Berkowitz, Michael Jay	Shokan, NY
46.5-1-51	Hansen, Knud L.	Hansen, Gladys	Shokan, NY
46.5-1-52.100	Portnoy, Vlad	Sheynfeld, Irina	Shokan, NY
46.5-1-54	Joyce, Martin R.	Ceruzzi, Patricia A.	New York, NY
46.5-1-55	Keenan, Bryan	Keenan, Patrice	Shokan, NY
46.5-1-56	McInerney, Maiga		Shokan, NY
46.5-1-57	Kraemer, George	Kraemer, Claudia	Elmsford, NY
46.5-1-58	Leiter, Ralph	Leiter, Kylene	Shokan, NY
46.5-1-59	Mc Hugh, John	Mc Hugh, Melissa	Shokan, NY
46.5-1-60	McInerney, Sharon J.	Van Kleeck, Ralph H. Jr	Shokan, NY
46.5-1-61	Leifeld, Berndt J. Jr	Leifeld, Lynette	Shokan, NY
46.5-1-7	North, Maryanne		Shokan, NY
46.5-1-8	Andersen, Paul L.	Anderson, Anita	Shokan, NY
46.5-1-9	Friedman, Samuel		Pleasant Valley, NY
46.5-2-1	Zygmunt, David S.	Zygmunt, Debra A.	Shokan, NY
46.5-2-10	Ketchum, Berton	Ketchum, Patricia	Shokan, NY
46.5-2-11	Dornan, Mark D.		Shokan, NY
46.5-2-12	McNulty, Cheryl A.	McNulty, Edward J.	Shokan, NY
46.5-2-13	Haug, George	Haug, Margaret	Shokan, NY
46.5-2-14	Huppert, Jason	Huppert, Kimberly K.	Shokan, NY
46.5-2-15	Strahl, Patricia A.	Tannenbaum, Elizabeth	Shokan, NY
46.5-2-16	Egbertson, Louis	Egbertson, Charlotte	Shokan, NY
46.5-2-17	Luria, Laurie		Shokan, NY
46.5-2-18	Westervelt, Ronald A.	Westervelt, Dixie Lee	Shokan, NY
46.5-2-19	Smith, Rory	Smith, Sierra	Shokan, NY
46.5-2-2	Lazic, Helena	Eacker, Edward K.	Shokan, NY
46.5-2-20	DeAnna, John J.	DeAnna, Karen E.	Barneгат, NJ
46.5-2-21	Rion, Jayne W.		Olivebridge, NY
46.5-2-23	Countryman, Christina L.	Countryman, Richard C.	Shokan, NY
46.5-2-24	Lane, Leroy W.	Lane, Phyllis A.	Boiceville, NY
46.5-2-25	Boiardi, Robert	Boiardi, Jocelyn	Shokan, NY
46.5-2-26	Townsend, Ernest T.	Townsend, Karen J.	Shokan, NY
46.5-2-27	VanWagner, Ted		Shokan, NY
46.5-2-28	Ottulich, Raymond	Ottulich, Joan	Shokan, NY
46.5-2-29	Derrico, Thomas	Derrico, Patricia	Shokan, NY
46.5-2-3	Clemm, Diane M.	Clemm, John D.	Shokan, NY
46.5-2-31	Schachter, Stefanie	Garcia, Neftali	West Hurley, NY
46.5-2-32	Williams, Gary W.		Shokan, NY
46.5-2-33	Owitz, Mathew Scott	Owitz, Kathleen	Shokan, NY
46.5-2-34	Winslow, Aurora A.	Winslow, Joseph M.	Shokan, NY
46.5-2-35	Shultis, Robert A. III	Shultis, Carla B.	Shokan, NY
46.5-2-36	Mandrick, Ronald		Shokan, NY
46.5-2-37	John Cruz	Denise L. Cruz	Shokan, NY
46.5-2-38	Curtis, Eugene G.		Shokan, NY
46.5-2-39	Perls-Shultis, Robin	Shultis, Dean	Shokan, NY
46.5-2-40	Carlson, Raymond H.	Carlson, Rose Marie	Shokan, NY
46.5-2-41	Loizou, Xenofon P.	Loizou, Helen X.	Shokan, NY

46.5-2-42	Boice, Gary R.	Blakely, Linda	Shokan, NY
46.5-2-43	Murphy, Jesse L.	Murphy, Christina	Shokan, NY
46.5-2-44	Finlay, Lee Anne		Shokan, NY
46.5-2-45	Loorents, Ottomar	Loorents, Maimu	Shokan, NY
46.5-2-46	Murphy, Jesse L.	Murphy, Christina	Shokan, NY
46.5-2-47	Futerfas, Ariel		Shokan, NY
46.5-2-48	Wilson, Mark	Morris, Lauren	Shokan, NY
46.5-2-49	McLoughlin, Sarah M.	McLoughlin, Denis P.	Shokan, NY
46.5-2-5	Klercker, Jeffrey		Mclean, VA
46.5-2-50.100	Crispell, David	Crispell, Louise	Olivebridge, NY
46.5-2-50.200	Crispell, David	Crispell, Louise	Olivebridge, NY
46.5-2-51	Tracy, John H.		Shokan, NY
46.5-2-52.120	Renfrew, Katherine		Shokan, NY
46.5-2-54	Williams, Anthony P.	Williams, Vera G.	Boiceville, NY
46.5-2-57.100	Bednarcik, Gregory & Christin	Romano, Jesse David	Shokan, NY
46.5-2-57.200	Garrison, Bridget		Shokan, NY
46.5-2-58	Leighton, Orman E. Trustee		Shokan, NY
46.5-2-7	Rury, Kim	Rury, Mary Ellen	Shokan, NY
46.5-2-8	Rose, Alfred W.	Rose, Janice	Shokan, NY
46.5-2-9	Ragusa, Carla	Meyerhoff, David	Shokan, NY
46.5-3-1.120	Nissen, Joanne L.		Woodstock, NY
46.5-3-1.140	Boggess, Andrew L.	Boggess, Judith A.	Shokan, NY
46.5-3-1.210	Kellogg, Thomas J.		Shokan, NY
46.5-3-1.220	Edelstein, James	Reynolds, Selena	Shokan, NY
46.5-3-10	Shuma III, Andrew E.	Shuma, Stephen G.	Scottsville, NY
46.5-3-11	Shimer, Tricia A.		Shokan, NY
46.5-3-12	Kothe, Peter	Kothe, Gina	Shokan, NY
46.5-3-13	Winne, Charles Jr	Winne, Lori	Shokan, NY
46.5-3-14	Bryant, Steven W.	Bryant, Sueanna R.	Mt Tremper, NY
46.5-3-15	Shultis, Sean T.	Shultis, Mary Ann	Shokan, NY
46.5-3-16	Destefano, Sande	Destefano, Robert	Huntingdon Valley, PA
46.5-3-17	Van Dreason, Richard	Shimer, Tracey	Shokan, NY
46.5-3-20.200	Davis, Erika		Shokan, NY
46.5-3-21	Kothe, Peter	Kothe, Gina	Shokan, NY
46.5-3-22	Wells, John	Wells, Amanda	Shokan, NY
46.5-3-23	Edmundson, Karl		Shokan, NY
46.5-3-24	Mihill, Vernon	Mihill, Faye D.	Shokan, NY
46.5-3-25	Wingert, Barry T.		Glenford, NY
46.5-3-26	Clogston, Daniel D. Jr		Shokan, NY
46.5-3-29	Kothe, Peter A.	Kothe, Gina	Shokan, NY
46.5-3-3	Trchala, Jan	Trchala, Helen	Shokan, NY
46.5-3-30	Kothe, Peter	Kothe, Gina	Shokan, NY
46.5-3-31	Verizon New York Inc	Company Code 631900	Addison, TX
46.5-3-32	Weir, Linda H.		Boiceville, NY
46.5-3-34	Tracy, Anne		Shokan, NY
46.5-3-35	Mann, Mark W.		Brooklyn, NY
46.5-3-36	Perrotta, Matthew D.	Perrotta, Shannon J.	Shokan, NY




46.5-3-37	Maher, Elizabeth	Maher, Rich	Ft White, FL
46.5-3-38	Herbert, Jeffrey R.	Plourde, Joanne E.	Shokan, NY
46.5-3-5	Reed III , William M.		Shokan, NY
46.5-4-1	Shokan Reformed Church		Shokan, NY
46.5-4-12	AM Forsythia LLC		Shokan, NY
46.5-4-13	Norton, Brandon G.		Shokan, NY
46.5-4-14	Covello, Domenick	Covello, Lucille	Shokan, NY
46.5-4-15	Covello, Domenick	Covello, Lucille	Shokan, NY
46.5-4-16	Savatgy, Shelley J.	Savatgy, Matthew	Shokan, NY
46.5-4-17	Wortman, Kevin		Shokan, NY
46.5-4-20	Donepudi, Manjula	Rebello, Joseph	Shokan, NY
46.5-4-21	Banks, Harry	Banks, Kathy	Shokan, NY
46.5-4-22	Lindwassr, Jacob		West Hurley, NY
46.5-4-23	Naccarato, Dawn M.		Shokan , NY
46.5-4-24	Irwin, Kenneth	Irwin, Allison	Shokan, NY
46.5-4-25	Allweiler, Wally		Shokan, NY
46.5-4-26	Brumelot, Marie-Ange	Medina, Luciano	Shokan, NY
46.5-4-27	Meldrum, Joshua J.L.	Meldrum, Amber	Shokan, NY
46.5-4-29	Blakely, Steven		Shokan, NY
46.5-4-30.110	Holmquist, Kim		Shokan, NY
46.5-4-30.120	Maynard, William J.		Shokan, NY
46.5-4-30.200	Whiteley, Nicola		Brooklyn, NY
46.5-4-30.300	Covello, Domenick	Covello, Lucille	Shokan, NY
46.5-4-34	Barth, Patricia A.		Shokan, NY
46.5-4-35	Neu, Timothy D.	Neu, Lillian A.	Olivebridge, NY
46.5-4-36	Patterson, Nancy	Patterson, Scott	Shokan, NY
46.5-4-37	Perrotta, Matthew D.	Perrotta, Shannon J.	Shokan, NY
46.5-4-38	Zheng, Jing Jin		Staten Island, NY
46.5-4-39	Georgopoulos, Maria		Shokan, NY
46.5-4-40	Grant, Stewart	Grant, Helen	Shokan, NY
46.5-4-41	Elmendorf, Nathan J.	Elmendorf, Karen	Shokan, NY
46.5-4-42	Vankleek, Ralph	Vankleek, Donna	Shokan, NY
46.5-4-43	Ulrich, Matthew	Ulrich, Kurt	Shokan, NY
46.5-4-45	Kloes, Jennifer	Cinti, Renzo	Shokan, NY
46.5-4-46	Dietrich, Robert J.	Dietrich, Agnes	Shokan, NY
46.5-4-47	Brooks Smith, Kerin	Smith, Sebastian	Shokan, NY
46.5-4-48	Burg, Lester	Dudley, Stephen F.	Brooklyn, NY
46.5-4-49	Chamberlain, Beau Patrick	Klaphor, Alison Lee	Shokan, NY
46.5-4-51	Coomes, Whitney E.		Shokan, NY
46.5-4-52	Hochman, Michael A.	Hochman, Karyn	Shokan, NY
46.5-4-18	Downie, Suzanne	Downie, Christopher R.	Boiceville, NY
46.5-4-19	Moynehan, Andrew	Brodsky-Moynehan, Chelsea	Shokan, NY
46.5-4-2	Grassi, Michael	Grassi, Kathleen E.	Shokan, NY
46.5-4-53	Staiger, Christopher J.	Staiger, Laurie A.	Shokan, NY
46.5-4-54	Finkel, Jones		Shokan, NY
46.5-4-55	Lefferts, Jason		Shokan, NY
46.5-4-56	Bernholz, Michael J		Shokan, NY

46.5-4-57.100	Perez, Kelvin	Busani-Perez, Elena	Shokan, NY
46.5-4-58.110	Oliveria, Christine		Shokan, NY
46.5-4-58.120	Sorbellini, Joseph	Sorbellini, Diane	Shokan, NY
46.5-4-60	Zensky, Andrew		New York, NY
46.5-4-61	Zensky, Andrew		New York, NY
46.5-4-62.100	Cservak, Joel		Shokan, NY
46.5-4-3	Moffa, Peter		Shokan, NY
46.5-4-62.200	Downie, Stanley J.	Downie, William J.	Shokan, NY
46.5-4-63	Bogan, Janet E.	Hahn, Willet C.	Shokan, NY
46.5-4-65.200	Cowan, Richard	Cowan, Marlene	Shokan, NY
46.5-4-66	Moynehan, Andrew	Brodsky-Moynehan, Chelsea	Shokan, NY
46.5-4-67	Moynehan, Andrew	Brodsky-Moynehan, Chelsea	Shokan, NY
46.5-4-68	Grassi, Michael	Grassi, Kathleen E.	Shokan, NY
46.5-4-7	Corvino, John	Baker, Diane	West Hurley, NY
46.5-4-9.100	Leonard, Keith S.	Ramirez-Baretto, Luis Rey	Shokan, NY
37.18-2-28.200	Olive Fire Dept No 1 Inc		Olivebridge, NY
46.5-1-1	Olive Town Board		West Shokan, NY
37.18-3-32	R.C.B. Holdings, inc.		West Hurley, NY
37.18-2-39.100	Lucky Petroleum, Inc		Hudson, NY
46.5-3-6.100	Ashokan Store Lt LLC		Shokan, NY
37.73-1-36	Morgan Lane Properties LLC	Rex Sandford	Margaretville, NY
46.5-4-31	LKC Realty Inc.		Big Indian, NY
37.18-2-38	Bellows, Gavin G.		Hurley, NY
37.17-1-62	Parrotta-Wright, Nancy		Shokan, NY
37.18-2-16.100	Bachor, William	Bachor, Margaret	Shokan, NY
37.18-2-39.200	Armstrong, Pandora		Shokan, NY
37.18-2-44.212	Milla, Darla	Bonestell, Aaron	Shokan, NY
37.18-3-11.100	Albrecht, Robert H.		Shokan, NY
37.18-3-18	Dunnege, Joy		Shokan, NY
37.18-3-23	Schraut, William		Shokan, NY
37.18-3-30	Fehring, Robert A.		Shokan, NY
37.18-3-6.300	Perry-Scheffel, Ursula		Shokan, NY
37.65-1-25.100	Fox, Jennifer C.		Shokan, NY
46.5-1-12	Rex, Charles Jr		Shokan, NY
46.5-3-1.110	Ralis, Thraxis	Ralis, Asimina	Shokan, NY
37.73-1-39.100	Champlain District Of The	Wesleyan Church	Shokan, NY
37.18-3-16	Kelsey, Gahan Stacy Ann		Shokan, NY
37.18-2-43	Lanzarotta, Janice E.	Lanzarotta Living Trust	Shokan, NY
46.5-3-4	Kappel, Barry	Kappel, Christine	Shokan, NY
46.5-3-9	Weir, Linda H.		Boiceville, NY
37.17-1-79.100	Town of Olive		West Shokan, NY
37.73-1-32	Gutmann, Wayne R.	Gutmann, Nola	Mt Tremper, NY
46.5-4-6	Umhey, Kevin	Umhey, Patricia	Shokan, NY
37.18-2-35	Zeines, Victor		Shokan, NY
46.5-4-4	Olive First Aid Unit		Shokan, NY
46.5-3-27	E and J Catskill Holdings LLC		Woodstock, NY
37.18-2-29	Reservoir United Methodist Church	Bob Woerthman - Trustee	Shokan, NY

45.8-1-14	Good Together LLC		West Hurley, NY
37.18-2-21	Vidokle, Andrew		Merrick, NY
46.5-2-30	Evergreen Apartments LLC		Kerhonkson, NY
46.5-4-70	Zensky, Andrew		New York, NY
46.5-3-33.200	Gabriel Lopez LLC		Boiceville, NY
37.18-2-32	Olive Plaza LLC		New Paltz, NY
37.18-2-44.111	WRKC Realty LLC		Shokan, NY
37.18-2-42	Shokan Square Ltd		Shokan, NY
46.5-4-64	Downie, Suzanne	Downie, Christopher R.	Boiceville, NY
37.3-3-13	Olive Woods LLC		Shokan, NY
46.5-3-33.100	Del Valle, Anontio Lopez	Mazariegos, Elba Gabriela	Boiceville, NY



LEGEND


-  = PROPERTY ADDITION TO POTENTIAL SERVICE AREA
-  = REAL PROPERTY TAX MAP PROPERTY LINES
-  = PROPERTIES OWNED BY NICKER WITHIN PROPOSED SERVICE AREA BOUNDARY BUT NOT INCLUDED IN SERVICE AREA

PROPOSED SERVICE AREA BOUNDARY

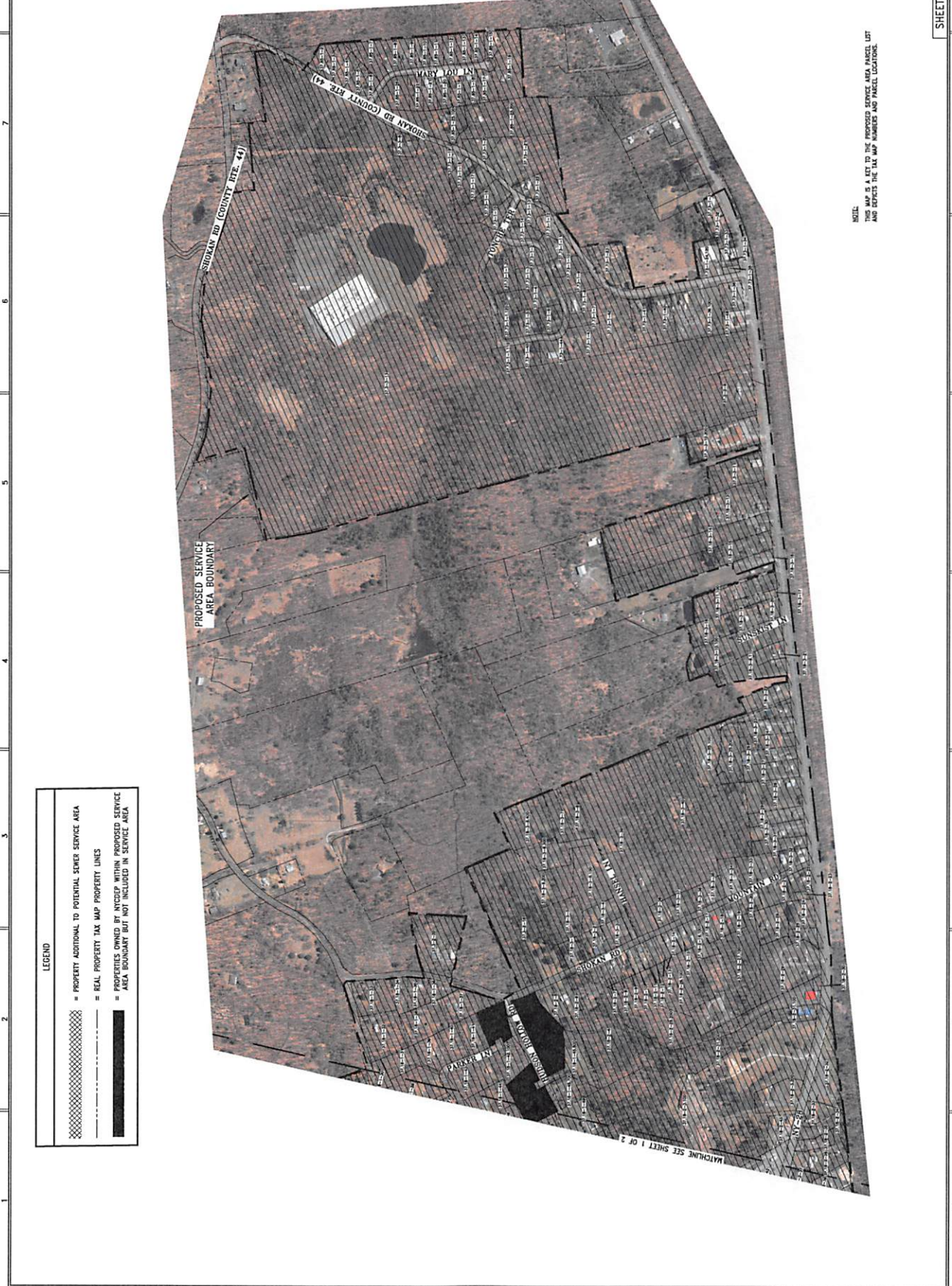
NOTE: THIS MAP IS A REF TO THE PROPOSED SERVICE AREA MAPS, LIST AND SERVICE FEE THAT MAP NUMBER AND PARCEL IDENTIFIC.



SHEET 1 OF 3

 <p>Lamont Engineers INCORPORATED 101 ST. CECILIA, NY 12580 PHONE: 518-339-2200 WWW.LAMONTENGINEERS.COM</p>	<p>SHOKAN SEWER DISTRICT SHOKAN WASTEWATER MANAGEMENT PROGRAM</p>		<p>ULSTER COUNTY NEW YORK STATE</p>															
	<p>PROPOSED SERVICE AREA MAP SHOKAN</p>																	
<p>DATE: 2018/01/7</p> <p>DRAWN BY: SK</p> <p>CHECKED BY: NW/STW</p> <p>DATE: 1/14/2018</p> <p>SCALE: 1" = 200'</p> <p>SHEET NO: 4.A</p>	<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DESCRIPTION	DATE													<p>PROJECT NO. 2018017</p> <p>TOWN OF SHOKAN</p> <p>PROJECT NO. 2018017</p> <p>DATE: 1/14/2018</p> <p>SCALE: 1" = 200'</p> <p>SHEET NO: 4.A</p>	<p>PROPOSED SERVICE AREA MAP SHOKAN</p>
NO.	DESCRIPTION	DATE																

NOTE:
 THIS MAP IS A LIST TO THE PROPOSED SERVICE AREA, PARCEL LIST AND SHOWS THE TAX MAP NUMBERS AND PARCEL LOCATIONS.



Appendix F

Boiceville O&M Agreement

**AGREEMENT BETWEEN THE CITY OF NEW YORK AND THE
TOWN OF OLIVE FOR PAYMENT OF CERTAIN OPERATION AND
MAINTENANCE COSTS FOR THE BOICEVILLE WWTP**

THIS AGREEMENT as of the ____ day of _____, 2008 between the City of New York ("City"), a municipal corporation, organized and existing under the laws of the State of New York, acting by and through the Commissioner of the New York City Department of Environmental Protection ("NYCDEP") and the TOWN OF OLIVE (the "Municipality") acting by and through its Supervisor (the City and the Municipality collectively referred to as the "Parties").

WHEREAS, the City, acting by and through the Commissioner of NYCDEP, is charged with the duty of protecting the high quality of waters from which the City's water supply is drawn and preserving it from degradation for the purpose of protecting the health and general welfare of the consumers of this supply; and

WHEREAS, the City, in January 1997, entered a Memorandum of Agreement regarding the City's watershed protection program by and among the City, the State of New York, the United States Environmental Protection Agency, Catskill Watershed Corporation, the Coalition of Watershed Towns, Putnam County, Westchester County, certain watershed municipalities and certain environmental groups (the "Watershed MOA"); and

WHEREAS, as part of the City's November 2002 Filtration Avoidance Determination issued by the United States Environmental Protection Agency ("FAD"), the City has agreed to provide funds for the Community Wastewater Management Program (the "Program") to study, design, permit and construct facilities for the collection, treatment and disposal of wastewater for certain communities listed in Paragraph 122 of the Watershed MOA; and

WHEREAS, the City and the Catskill Watershed Corporation ("CWC") have agreed that CWC will manage the Program as described in the Community Wastewater Management Program Contract, dated November 5, 2003 (the "Program Contract"); and

WHEREAS, the Community Wastewater Management Program is a condition of the FAD and a continuation of the New Infrastructure Program set forth in paragraph 122 of the Watershed MOA; and

WHEREAS, in accordance with the Program Contract, the City agrees to pay the Municipality for certain costs associated with the operation and maintenance of the Wastewater Treatment Plant in accordance with this Agreement and consistent with the paragraph 122(k) of the MOA; and

WHEREAS, in response to a solicitation by CWC, the Municipality passed a resolution to participate in the Program for the Hamlet of Boiceville; and

WHEREAS, as part of the Program the Municipality has constructed, is constructing, or is planning to construct a Wastewater Treatment Plant (the "WWTP") to treat wastewater from an area (the "Designated Service Area") as determined in the Study Phase undertaken pursuant to the Program Contract; and

WHEREAS, consistent with the Program Contract, a Municipality which constructs a new WWTP with funding from the Program, will own, and be responsible for the operation and maintenance of the WWTP; and

WHEREAS, the Municipality has agreed to operate and maintain the new WWTP in accordance with its SPDES permit, the Watershed Regulations and the terms and conditions set forth in this Agreement; and

WHEREAS, in accordance with Paragraph 122 of the Watershed MOA, the City agrees to pay the Municipality for certain costs associated with the operation and maintenance of the WWTP, in connection with households connected to the WWTP, in accordance with this Agreement; and

WHEREAS, the City agrees to pay the Municipality for certain additional operation and maintenance costs, in connection with non-residential users of the WWTP, in accordance with this Agreement, although the Parties acknowledge and agree that such additional payment is not an obligation under law or regulation, the Watershed MOA, or any contract derived from the Watershed MOA; and

WHEREAS, in accordance with Paragraph 143 of the Watershed MOA, and pursuant to New York State Public Health Law Section 1104(1), the City agrees to pay the Municipality for certain costs associated with the operation and maintenance of equipment and methods required solely by the Watershed Regulations for the WWTP,

NOW THEREFORE, in consideration of the promises, the mutual representations and agreements hereinafter contained, together with such other and further consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1
GENERAL PROVISIONS

Section 1.01 Definitions

1. "Agreement" means this Agreement between the City of New York and the Municipality for funding a portion of the WWTP's operation and maintenance costs.

2. "City" means the City of New York, and any of its departments and agencies including without limitation, NYCDEP.
3. "Commencement Date" means the date that charges assessed against the dischargers to the WWTP begin accruing.
4. "Community Wastewater Management Program" or "Program" means the program described in the November 2002 FAD and the Program Contract, which provides funds to study, design, permit and construct facilities for the collection, treatment and disposal of wastewater.
5. "Contractor" or "Consultant" or "Subcontractor" means any person or entity contracting with the Municipality for the provision of goods or services related to this Agreement.
6. "Designated Service Area" means the service area for the WWTP agreed to by the Municipality and NYCDEP in the Study Phase undertaken pursuant to the Program Contract.
7. "Effective Date" means the date this Agreement is fully executed and registered with the City of New York pursuant to Section 328 of the New York City Charter.
8. "Executive Committee of the Watershed Protection and Partnership Council" or "Executive Committee" means the Executive Committee of the New York City Watershed Protection and Partnership Council established pursuant to paragraph 98 of the Watershed MOA.
9. "Fiscal Year" has the same meaning as in Town Law §101 or Village Law §5-500(4).
10. "Fixed capital equipment" means certain equipment that is part of the WWTP and/or the associated sewerage system, as described in Exhibit "A" to this Agreement.
11. "Household" means a dwelling place located within the Designated Service Area. Household shall not be construed to mean rooms or units in hotels, motels, bed and breakfast establishments with six or more rooms to rent, inns, camps, time-share condominiums, or other facilities intended for visitors and transient occupants to stay with no intention of residing or maintaining a residency at that location. For facilities used partly for residential and partly for non-residential purposes with common sewer service, that portion of such facility that is used as a residence shall be treated as a household for purposes of this Agreement and the facility shall be charged as a non-household for that portion of the flow, if any, that exceeds the residential flow. For purposes of the Household Subsidy required under paragraph 122(k) and described in

Section 3.01(B)(2) below, and for determining the user fee for the non-household portion of the facility, the residential flow is equivalent to 300 gallons per day times the number of households within the facility. This exception shall not apply to home offices with no outside employees, which shall be treated as purely residential. Bed and breakfast establishments that have five or fewer rooms to rent will be treated as households for purposes of this Agreement.

12. "Maintenance Plan" means the operation and maintenance plan described in Section 2.04(b)(7) of the Program Contract.

13. "Municipality" means the Town of Olive, which is the owner of the WWTP and is responsible for the operation and maintenance of the WWTP, or its agents.

14. "New Sewage Treatment Infrastructure Program," "New Infrastructure Program," or "Program" means the program, set forth in Paragraph 122 of the Watershed MOA, which provides funds to study, design, permit and construct facilities for the collection, treatment and disposal of wastewater.

15. "NYCDEP" means the New York City Department of Environmental Protection.

16. "Operation and Maintenance Costs" or "O&M Costs" shall mean:

(a) all costs incurred for materials, labor (determined in accordance with subparagraph (d) below), equipment, reasonable insurance and other similar costs that are necessary for managing, operating and maintaining the WWTP and associated sewerage system (including Start-up and Performance Testing) to achieve the capacity and performance for which it was designed and constructed, as such may be modified from time to time, and to comply with the O&M Manual, the WWTP's SPDES permit, State and federal regulations (as amended), and the Watershed Regulations. Operation and Maintenance Costs include activities undertaken to reduce or arrest the rate of deterioration of fixed capital equipment at the facility or to maintain such equipment in a state of good repair including, but not limited to, preventive maintenance, normal periodic repair, replacement, and other activities intended to help achieve the optimum useful life of such equipment, as further defined in Exhibit "A." Operation and Maintenance Costs also include legal and professional fees, insurance premiums, self-insurance retention/deductibles, Allowable Litigation Awards as defined in subsection (c) below, and administrative costs and interest charges that are associated with any of the foregoing activities. Operation and Maintenance Costs include fines or penalties paid by the Municipality arising from the Municipality's operation of the WWTP, subject to the provisions of Section 3.01 below. Operation and Maintenance Costs also include the costs of any remedial measures that

the Municipality is ordered to undertake by a regulatory agency or State or federal court arising out of the operation of the WWTP or Start-up and Performance Testing. Operation and Maintenance Costs include funding of an Operations and Maintenance Reserve Account, as defined and limited herein.

- (b) Operation and Maintenance Costs shall not include:
- (1) expenditures for acquisition, construction, demolition, complete replacement, or major rehabilitation or reconstruction of fixed capital equipment, whether or not required by a change in regulations, as set forth in Exhibit "A"; or
 - (2) any personnel, administrative or overhead costs other than as outlined above; or
 - (3) debt service, if any, relating to any capital costs incurred by the Municipality for design, construction, or capital replacement of the WWTP or any portion thereof, other than debt service associated with replacement of fixed capital equipment allowed to be treated as O&M under Exhibit "A."
- (c) For purposes of this Section, Allowable Litigation Awards are limited to:

- (1) awards in contract damage actions to the extent such awards arise out of operation or maintenance of the WWTP and are not covered by the Municipality's insurance;
 - (2) settlements of such contract damage actions that have been determined by the City, in advance of the Municipality's entering into such settlements, to be reasonable;
 - (3) awards in personal injury or property damage actions to the extent such awards arise out of operation or maintenance of the WWTP that are not covered by the Municipality's insurance provided, however, that no such awards will be considered Allowable Litigation Awards unless the City has determined, in accordance with Section 7.05 below, that the Municipality's insurance policy is satisfactory; and
 - (4) settlements of personal injury or property damage actions, under the circumstances set forth in subsection (c)(3) above, provided, however, that settlements for amounts in excess of \$7500, or for lesser amounts if the aggregate of such settlements exceeds \$25,000 in any two-year period, must have been determined by the City, in advance of the Municipality's entering into such settlements, to be reasonable.
- (d) Costs for labor include direct salary and indirect personnel costs for pension, insurance and other fringe benefits. Indirect personnel costs are calculated at no more than 40% of the direct salary costs incurred. Labor costs shall not include the direct or indirect personnel costs of the

elected or appointed officials of the Municipality who are performing general governmental functions, unless such officials are performing actual Operation and Maintenance on the WWTP performed pursuant to a separately-paid, non-governmental position. In such case, the officials' direct salary costs of such Operation and Maintenance, and their indirect personnel costs calculated at no more than 40% of the direct salary costs incurred are included. The percentage of the total labor costs at the WWTP that may be attributed to Watershed Equipment and Methods shall be 20% and may be modified only based on DEP's approval of bona fide documentation by the Municipality of an exceedance of such percentage.

17. "Operation and Maintenance Manual" or "O&M Manual" means the manual prepared by the Municipality pursuant to Section 18-36(a)(4) of the Watershed Regulations.
18. "Operation and Maintenance Reserve Account" means an interest-bearing account maintained by the Municipality to be used solely for payment of Operation and Maintenance Costs. In any year, such account, including accrued interest shall be at a level not exceeding the greater of (i) ten percent (10%) of the annual budget for operation and maintenance of the WWTP for such year developed pursuant to Section 3.03(A) and (ii) \$ 50,000 (the "Reserve Cap"), and shall be replenished only when necessary to maintain such level. The Reserve Cap shall be adjusted for inflation or deflation in the same manner as the Watershed MOA Household Cap as set forth in Section 1.01(25) below.
19. "Party" or "Parties" means the City and/or NYCDEP and the Municipality.
20. "Sewerage system" means and includes pipe lines or conduits, pumping stations, and force mains, and all other constructions, devices, and appliances appurtenant thereto, used for conducting sewage, industrial waste or other wastes to a point of ultimate disposal. For the specific purposes of this Agreement, references to a sewerage system refers to the sewerage system for the Designated Service Area approved by NYCDEP during the Study Phase undertaken pursuant to the Program Contract, including any subsequent amendments thereto, if any, as approved by NYCDEP.
20. "SPDES Permit" means the State Pollutant Discharge Elimination System Permit issued by the New York State Department of Environmental Conservation pursuant to NYS Environmental Conservation Law Title 8, Section 17-0801 et seq. requiring the WWTP to meet certain effluent standards and limitations.
21. "Start-up and Performance Testing" means the testing of the treatment and processes and equipment and materials constructed or installed at the WWTP and associated sewerage system by introduction of water, influent or other liquids to assure compliance with the requirements of the Watershed Regulations and SPDES permit, with

the end result being final acceptance of the WWTP by NYCDEP. Start-up and Performance Testing shall include any costs of startup and testing paid to the contractor (or its subcontractor).

22. "VENDEX" means the City Vendor Information Exchange System.
23. "Wastewater Treatment Plant" or "WWTP" means the wastewater treatment facility described in the facility plan report dated December 2007 as may be modified by the final plans and specifications approved by DEP..
24. "Watershed Equipment and Methods" means the equipment installed, methods of operation and maintenance or any other obligations associated with the O&M of the WWTP required solely by the Watershed Regulations, as described in Exhibit "B" to this Agreement, which may be modified from time to time in accordance with the procedures set forth in Section 3.01(B)(1) below. For purposes of the Agreement, Watershed Equipment and Methods shall include reporting requirements imposed solely by this Agreement, unless this Agreement expressly provides that a report is to be prepared at the Municipality's expense.
25. "Watershed MOA Household Cap" shall mean \$100 per year until the full Fiscal Year following the three-year anniversary of the Commencement Date. Commencing in that Fiscal Year, the Watershed MOA Household Cap shall be adjusted annually to reflect the rate of inflation or deflation, based on a rolling three-year average of the previous three years' Consumer Price Index or its successor.
26. "Watershed Regulations" means the Rules and Regulations for the Protection from Contamination, Degradation and Pollution of the New York City Water Supply and its Sources, 10 NYCRR Part 128; 15 RCNY Chapter 18, as amended from time to time.

Section 1.02 Purpose of Agreement

The purpose of this Agreement is to provide for NYCDEP's payment of certain costs associated with operating and maintaining the WWTP in accordance with the Program Contract and New York State Public Health Law ("PHL") Section 1104(l). The Municipality has constructed, or is planning the construction of, a WWTP and associated sewerage system under the Program. The Municipality agrees to operate the WWTP and associated sewerage system in accordance with this Agreement and NYCDEP agrees to pay for certain O&M costs associated with the WWTP and associated sewerage system in accordance with this Agreement.

Section 1.03 Duration of the Agreement

A. This Agreement shall be effective when fully executed by the Parties and registered by the City pursuant to Section 328 of the City Charter. The Municipality may

commence the operation of the WWTP to be performed under this Agreement as of the Commencement Date.

B. This Agreement shall expire, unless sooner terminated pursuant to Article 8 of this Agreement, thirty (30) years after the Commencement Date. For so long as the City continues to have any obligation to pay for any portion of the Operation and Maintenance costs for the WWTP pursuant to Watershed MOA paragraph 122(k) and/or paragraph 143(a), and/or pursuant to PHL Section 1104(l), this Agreement shall be extended every thirty (30) years for an additional period of thirty (30) years. Extensions, if any, shall become effective upon registration by the City pursuant to Section 328 of the New York City Charter.

C. If the Municipality fails to fully complete construction of the WWTP, this Agreement shall terminate 90 days after termination of the agreement between the CWC and the Municipality for the construction of the WWTP through the Community Wastewater Management Program, or on any later date on which the Parties may mutually agree.

D. This Agreement does not provide for the City's payment, pursuant to paragraph 143 of the Watershed MOA and PHL Section 1104(l), for replacement of capital equipment required at the WWTP solely attributable to the Watershed Regulations and not otherwise required pursuant to State, federal or local law. The Parties hereby acknowledge the City's obligation to pay such costs pursuant to paragraph 143 of the Watershed MOA and Section 1104 of the PHL and their intention to enter into future agreements providing for payment for such equipment and for operation and maintenance of such equipment to the extent required by law or valid agreement.

ARTICLE 2

COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

The Municipality hereby covenants and agrees to operate and maintain the WWTP in good repair and operating condition in accordance with the Operation and Maintenance Manual, good engineering practice and applicable laws and regulations, including the Watershed Regulations and the WWTP's SPDES permit.

ARTICLE 3 **PAYMENT**

Section 3.01 Eligible Costs

A. Subject to Section 3.01(D) below, the City shall pay the Municipality the Eligible Costs, as defined below.

B. Eligible Costs shall be the sum of (i) the O&M for Watershed Equipment and Methods, (ii) the Household Subsidy Required Under Paragraph 122(k) of the Watershed MOA, (iii) the Household Subsidy For Certain Fines, and (iv) the Non-Residential Supplement, which shall be determined as follows:

(1) O&M for Watershed Equipment and Methods: The Operation and Maintenance Costs for Watershed Equipment and Methods for the WWTP or any upgrade or expansion thereof. The list of such equipment as described in Exhibit "B" may be modified from time to time, if there is promulgated or enacted a change in applicable law such that such equipment is otherwise required under State or federal law and not required solely by the Watershed Regulations (conditions included in SPDES Permits solely to meet the requirements of the Watershed Regulations that are not otherwise requirements of State or federal law are deemed required solely by the Watershed Regulations). If the City seeks to modify the list in Exhibit "B," the City must provide the Municipality with 60 days written notice. If the Parties cannot agree on the proposed modification to Exhibit "B," such disagreement may be resolved only by the New York State Department of Health or a court with jurisdiction to decide matters involving the meaning of the New York State Public Health Law. The determination as to whether equipment and/or methods are required solely by the Watershed Regulations shall be based on the law as of the date that any associated costs are incurred.

(2) Household Subsidy Required under Paragraph 122(k): The difference, if any, between

- (a) The aggregate total of all sewer rents, charges, and/or other fees, calculated after costs payable by the City pursuant to Section 3.01(B)(1) above have been deducted from the total O&M Costs for the WWTP, properly allocable to and charged to each Household served by the WWTP within the Designated Service Area. In no event shall this aggregate include (1) any O&M Costs that are properly allocable to sewer rents, charges, and/or fees charged to properties other than Households; (2) any O&M Costs that are properly allocable to sewer rents, charges, and/or fees charged to Households served by the WWTP which are outside of the Designated Service Area; or (3) any amount in respect of Fines (as hereinafter defined) which shall be separately calculated and paid to the extent provided in Section 3.01(C) below.

and

- (b) The aggregate total derived by multiplying the then-applicable Watershed MOA Household Cap times the

number of Households served by the WWTP and within the Designated Service Area.

(3) Household Subsidy for Certain Fines: An amount in respect of certain Fines (as hereinafter defined) imposed on the Municipality, arising out of the operation and maintenance of the WWTP, calculated in accordance with and subject to the conditions of Section 3.01(C) below.

(4) Non-Residential Supplement: The Non-Residential Supplement shall be \$10,000 per year, for so long as the WWTP serves non-residential users, and shall be used by the Municipality to reduce the sewer rents, charges, and/or other fees assessed against non-residential users of the WWTP. The Parties acknowledge that the City has no obligation under any law or regulation, the Watershed MOA, or any contract derived from the Watershed MOA, to pay the Non-Residential Supplement.

C. The City shall pay an amount in respect of certain Fines imposed on the Municipality arising out of the operation and maintenance of the WWTP, in accordance with the following terms, conditions, and limitations:

(1) Calculations and Payments.

- (a) If the Municipality is assessed with any Fine, a calculation shall be made, based on the immediately preceding year during the term hereof, to determine the relationship between Total Non-Subsidized O&M Costs (as hereinafter defined) and Total Community O&M Costs (as hereinafter defined) for users served by the WWTP.

If, for the immediately preceding year during the term hereof, the Total Non-Subsidized O&M Charges are equal to or greater than fifty percent (50%) of the Total Community O&M Charges, the total amount of such Fine shall be treated as an O&M Cost for the WWTP for purposes of calculating the Household Subsidy (if any) payable by the City in accordance with Paragraph 122(k) of the Watershed MOA and pursuant to Section 3.01(B) above.

If, for the immediately preceding year during the term hereof, the Total Non-Subsidized O&M Charges are less than fifty percent (50%) of the Total Community O&M Charges, then such Fine shall be treated as follows:

- (i) If the aggregate total of all sewer rents, charges and/or other fees allocable to Subsidized Households (as hereinafter defined), for the year in which the Fine is imposed, would exceed the then-applicable Watershed MOA Household Cap without inclusion of any amount in respect of such Fine, the City shall pay the first Ten Thousand Dollars (\$10,000) of that portion of the Fine that would otherwise be allocable to such Subsidized Households, if allocated among all users served by the WWTP; if that portion of the Fine that would otherwise be allocable to such Subsidized Households is greater than Ten Thousand Dollars (\$10,000), the amount thereof in excess of \$10,000 shall be paid in accordance with clause (iii) below.
- (ii) If the aggregate total of all sewer rents, charges and/or other fees charged to Subsidized Households, for the year in which the Fine is imposed, would be less than the then-applicable Watershed MOA Household Cap, without inclusion of any amount in respect of such Fine, the Subsidized Households shall pay the first Ten Thousand Dollars (\$10,000) of that portion of the Fine that would otherwise be allocable to such Subsidized Households, if allocated among all users served by the WWTP, up until the point that such aggregate total is increased to the then-applicable Watershed MOA Household Cap. The City will pay the balance of the first Ten Thousand Dollars (\$10,000) of such portion of the Fine; if such portion of the Fine is greater than Ten Thousand Dollars (\$10,000), the amount thereof in excess of \$10,000 shall be paid in accordance with clause (iii) below.
- (iii) If the portion of the Fine that would otherwise be allocable to such Subsidized Households is in excess of Ten Thousand Dollars (\$10,000), the excess shall be shared between the City and such Subsidized Households, in a ratio of 75% for the City, 25% for the Subsidized Households, provided that in no event shall the

aggregate amount payable in any year during the term hereof by any Subsidized Household, pursuant to this clause (iii), exceed an amount equal to the then-applicable Watershed MOA Household Cap, any excess beyond that amount being payable by the City.

- (b) If a Fine is assessed against the Municipality during the first year of the term hereof, it shall be assumed, for purposes of calculating how the Fine is to be paid under subsection 1(a) above, that the WWTP was in operation during the immediately preceding year, and that the Total Non-Subsidized-Household O&M Charges for such preceding year were less than fifty percent (50%) of the Total Community O&M Charges for such preceding year [that is, subsection 1(a) is to be applied to the Fine as if the WWTP were in operation for such immediately preceding year and as if Total Non-Subsidized-Household O&M Charges for such preceding year were less than fifty percent (50%) of the Total Community O&M Charges for such preceding year].

(2) Definitions. As used in this Section 3.01, the following terms shall have the respective definitions assigned to them below:

“Fines” shall mean any fine or penalty, and/or the costs of any environmental benefit project(s), imposed on the Municipality or its agent, arising out of the operation and maintenance of the WWTP, provided that Fines shall not include (and the City shall have no obligation to pay any portion of , whether as Household Subsidy under Paragraph 122(k) of the Watershed MOA or otherwise) any fine, penalty or environmental benefit project imposed by a federal, state or local regulatory authority on the Municipality as a result of any criminal conduct, willful misconduct, or gross negligence in connection with the operation and maintenance of the WWTP.

“Subsidized Household” shall mean an individual Household served by the WWTP, located within the Designated Service Area.

“Total Non-Subsidized O&M Charges” shall mean, without reference to any portion of the Fine giving rise to the calculation thereof, the total amount of all O&M Costs allocable by the

Municipality to users other than Subsidized Households served by the WWTP.

“Total Community O&M Charges” shall mean, without reference to any portion of the Fine giving rise to the calculation thereof, the total amount of all O&M Costs allocable by the Municipality to all users served by the WWTP, excluding costs payable by the City pursuant to Section 3.01(B)(1) above.

D. The obligation of the City to pay for Eligible Costs, as set forth herein, is subject to the establishment, by the Municipality, of a system of sewer rents, charges, and/or other user fees assessed, to properties served by the WWTP, that fairly allocates costs of operating and maintaining the WWTP based on any legally valid method of apportioning such rents, charges or fees, including late charges or fees, if any. Late charges or fees shall be uniform for all ratepayers (the City to be treated as a ratepayer for purposes of this sentence) and late charges or fees shall in no event exceed the greater of two percent (2%) per month of the charges that are late or \$50 per ratepayer. NYCDEP reserves the right to challenge the Municipality’s allocation of sewer rents and/or other user fees on the basis that such allocation does not comply with the foregoing standard. The Municipality agrees that except as otherwise mandated by federal or State law, it shall not provide sewer service free of charge to any property served by the WWTP.

Section 3.02 Payment Generally

A. The maximum aggregate amount payable by the City pursuant to Section 3.01(A) hereof, for Eligible Costs incurred during the term hereof, shall be limited to \$17,300,000 over the term of this Agreement. Payments for Eligible Costs shall be made in accordance with the payment procedures set forth in Section 3.03 of this Agreement (Funds payable under this Agreement are referred to as “Funds”). If the actual and reasonable eligible costs, payable pursuant to Section 3.01(A), exceed \$17,300,000 over the term of this Agreement, the City shall process a change order to this Agreement increasing the amount of monies available to be paid under this Agreement. Nothing in this paragraph shall diminish any obligations the City may have under paragraphs 122(k) or 143(a) of the Watershed MOA, or under Section 1104 of the PHL, or the obligations of the Municipality to properly operate and maintain the WWTP pursuant to the Watershed Regulations, its SPDES permit, and other applicable laws.

B. Payments shall be made by the City to the Municipality in the form of a check or warrant in the proper amount, made payable to the Municipality or the designated sewer district.

Section 3.03 Payment Procedures

Following the registration of this Agreement by the City pursuant to Section 328 of the City Charter, payment of amounts payable to the Municipality under this Agreement shall be made as follows:

- A. (1) Annual budget for operation and maintenance: As part of its annual budget process or at such other time allowed by local law, the Municipality will propose an operations and maintenance budget for the WWTP and sewerage system. Notwithstanding the foregoing, the first such budget will be proposed at least sixty (60) days prior to the Commencement Date.
- (2) When the proposed budget for the WWTP is issued, the Municipality will transmit it together with such additional information as may be necessary to identify all costs by item to the City. The Municipality will also provide information to the City that will provide a reasonable estimate of the sewer rents, charges, and/or other user fees intended to be charged to household and non-household users of the WWTP.
- (3) Within thirty (30) days after receipt of the proposed budget, the City will provide any comments and/or objections. Upon finalization of the budget, the Municipality will send a copy of the final budget together with an invoice to the City in an acceptable form, requesting payment of the Eligible Costs, as determined pursuant to Section 3.01 of this Agreement. The City will make payments quarterly, based on invoices ninety (90) days after receipt of the invoice, on an annual cycle consistent with the Municipality's Fiscal Year. Any payments made after ninety days are subject to the late charges or fees provided for in the municipal sewer rent ordinance, if any.
- (4) If the City objects to any aspect of the proposed budget or the allocation of charges which affects its payments as provided for in paragraph (A)(3) above and those objections are not resolved to the satisfaction of the City in the final budget, the City will file its objections within thirty days of its receipt of the invoice accompanying such final budget. Any such dispute will be subject to the provisions of Sections 3.05 and 12.09 of this Agreement. The basis for the City's objection will be limited to the following issues:
- a. The budget item is unnecessary to fulfill obligations under the Agreement or its cost is unreasonably high;
 - b. The charge relates to an item for which the City is not responsible; or

- c. The allocation of charges is illegal under New York State law or is inconsistent with the sewer rent law of the Municipality.

(5) The City will be responsible for the timely payment of all undisputed costs according to the schedule set forth above regardless of whether it makes an objection to the final budget. In the event of a disagreement concerning payments or invoices under this Article, the City will be obligated to make the following payments on the due date of the applicable invoice:

- a. full payment of the agreed-upon items or portion of other items that are not in dispute.
- b. payment of disputed items to the extent that the total amount of Eligible Costs for that year does not exceed one hundred and fifty percent (150%) of the prior year's agreed upon or finally resolved Eligible Costs budget.

The City will not otherwise pay disputed costs until and unless such disputes are resolved in favor of the Municipality.

B. All payments to the Municipality under this Agreement shall be placed by the Municipality in separate dedicated accounts promptly upon receipt by the Municipality. To the greatest extent feasible, such accounts shall be interest-bearing.

C. Within sixty (60) days after the end of each Fiscal Year, the Municipality shall provide the City with a reconciliation statement setting forth the actual costs paid in the preceding year. This reconciliation statement will reconcile estimated amounts versus actual costs expended for the preceding year. The total dollar amount of estimated funds advanced by the City, but not spent or allocated by the Municipality, will be deducted from the Municipality's next invoice to be sent to the City after the reconciliation statement. Any shortfall between the estimated budget and the amount spent on operation and maintenance may be added to the following year's estimated budget or paid from the Operation and Maintenance Reserve Account. Funds allocated to an Operation and Maintenance Reserve Account are considered to be allocated and not subject to reimbursement to the City. During the initial three year period of this agreement, the Municipality reserves the right to submit this reconciliation statement within thirty (30) days after the end of each quarter.

D. The Municipality shall submit to the City all documentation in support of expenditures under this Agreement as may be required by and at the expense of the City. Upon reasonable notice, the Municipality shall make its records with respect to operation and maintenance of the WWTP available to the City for inspection and/or copying as the City may deem necessary. Adequate documentation to be submitted shall include, but

not be limited to, copies of purchase orders, paid bills, canceled checks, certified payroll and machinery use records. The Municipality shall provide the City additional documentation at the City's expense to support each invoice as the City reasonably requires.

Section 3.04 Conditions of Payment

A. The City's obligation to pay Funds is contingent upon the Municipality's submission of annual budgets, invoices and reconciliations required to be made under this Agreement, as specified in Section 3.03 above.

B. The Municipality shall ensure that Funds advanced to it and interest earned on such Funds shall only be utilized for expenditures incurred in connection with the work to be performed under this Agreement and for no other purpose.

C. The Municipality will employ generally accepted cash management practices as established by the New York State Comptroller.

D. If the Municipality is in material breach of the terms of this Agreement and such breach is not cured within the time frames provided in Section 8.01 below, the City shall be entitled, in addition to any other rights or remedies available to it at law or in equity, to withhold payments due under this Agreement to the Municipality, in an amount that represents the cost of curing the breach and covering any reasonable damages resulting directly from such breach.

E. Except to the extent stated in Subsection 1.03(D) of this Agreement, this Agreement does not and is not intended to express any opinion as to the liability of the City to pay for the costs which the City is assuming hereunder. This Agreement shall not be used as an admission or precedent in any other action, proceeding or document, provided that nothing contained in this Section 3.04(E) shall be deemed to affect or limit the provisions of Section 1.03(D) hereof.

F. Upon reconciliation of payments under this Agreement, the Municipality agrees that payment by the City shall serve as a general release of any and all actions, causes of action, demands, suits, proceedings, costs, claims, charges (including but not limited to the fees, cost and disbursements of experts, consultants and attorneys), which the Municipality has or may have against the City under this Agreement for any and all operation and all maintenance costs of the WWTP for the period covered by the payment.

Section 3.05 Payment Adjustments

A. In the event of a disagreement concerning any payments or invoices under this Article, the City will be obligated to serve notice as specified in Section 3.03(A)(4) and make payment as specified in 3.03(A)(5). Thereafter, the Parties shall use their best efforts to settle the disagreement. To this effect, they shall consult and negotiate with

each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

(1) If the Parties do not reach such solution within a period of thirty (30) days from the date of service of the City's notice (the "Negotiation Period"), the City may compel the submission of any item or items in dispute to binding arbitration within sixty (60) days thereafter according to the process described below. In no event can the dispute submitted to binding arbitration involve an amount where the disputed portion(s) exceeds fifty thousand dollars (\$50,000) or where an issue of law is involved (except that such limitation will not bar the submission of a dispute which requires an interpretation of the municipality's sewer use or rent ordinance/law) (hereafter referred to as "Eligible Dispute"). (Commencing in the third Fiscal Year of this Agreement, the \$50,000 threshold shall be adjusted annually to reflect the rate of inflation or deflation, based on a rolling three-year average of the previous three years' Consumer Price Index or its successor.) Arbitration will be the exclusive legal process for adjusting payments under this Agreement, except as provided in the previous two sentences.

(2) If the City fails to exercise its right to compel binding arbitration within the sixty (60) days after the Negotiation Period, the right to binding arbitration is waived and the Parties agree that the time to dispute or adjudicate any item or items included in the City's Notice of Objection has expired and the City's objections shall be deemed waived by all Parties.

(3) Either Party may exercise any available judicial remedies to resolve a dispute in the event that the dispute cannot be submitted to binding arbitration because it is not an Eligible Dispute or in the event that an arbitrator determines that it is not an Eligible Dispute after it has been submitted for arbitration. In no event shall litigation be commenced during the Negotiation Period. In the event that the dispute is not resolved during the Negotiation Period, the Parties agree that any action or proceeding to resolve the dispute must be commenced, if at all, within ninety (90) days after the expiration of the Negotiation Period, or ninety (90) days after an arbitrator makes the determination that the dispute is not an Eligible Dispute, as the case may be. The Parties agree that any action beyond that date is untimely and that the time for judicial intervention is exhausted.

B. The City shall exercise its right to arbitration by requesting in writing that the New York State Department of Environmental Conservation appoint an Administrative Law Judge ("ALJ") to act as an Arbitrator to conduct the arbitration and issue a binding determination. Alternatively, if an ALJ is not available, the Parties shall submit to arbitration administered by the American Arbitration Association ("AAA"). Either the ALJ or the individual appointed by the AAA (both hereinafter referred to as the "Arbitrator") shall conduct the arbitration under the version of the AAA Commercial Dispute Resolution Procedures Expedited Procedure Rules then in effect. The City shall provide simultaneous notice to the Municipality by overnight mail and fax of such

request. The request shall state with particularity the nature of and the dollar amount associated with the item in question. The Parties shall share equally in the cost, if any, of the Arbitrator and any stenographic record. Except as provided in Section 12.10, each Party will bear its own costs. The Parties agree that the decision of the Arbitrator is binding upon the Parties.

C. In the event that the City prevails on a disputed item for which it had already made payment, the City may deduct the amount together with interest at the rate set forth in Section 5004 of the New York Civil Practice Law and Rules ("CPLR") from its next payment or payments to the Municipality. In the event that the Municipality prevails on a disputed item for which the City has not made payment, the City will pay the disputed item within ninety (90) days of receipt of the Arbitrator's decision together with interest at the rate set forth in CPLR Section 5004. Interest shall accrue from the date the payment was made by the City or the date that the payment was due from the City, as the case may be.

ARTICLE 4 PERSONNEL

Section 4.01 Employees

A. The Municipality and the City agree that the Municipality, and its employees, agents, contractors, subcontractors and/or consultants are not agents or employees of the City or NYCDEP.

B. The Municipality covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City, or of any of its departments, agencies, or units.

C. All experts, consultants or employees of the Municipality who are employed by the Municipality to perform work under this Agreement are neither employees of the City by virtue of this Agreement nor under contract to the City for work covered in this Agreement and, the City is not responsible for their work, direction, compensation and personal conduct while engaged under this Agreement.

D. Nothing contained in this Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Municipality, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the Municipality for payment of taxes of any nature including but not limited to sales taxes, unemployment insurance, worker's compensation, disability benefits and social security, or, to any person, firm or corporation. Nothing in this paragraph is intended to preclude such liabilities or costs referenced in this paragraph from being considered as part of the O&M Costs included as part of the eligible costs pursuant and subject to Article 3. Nothing in this paragraph will create or absolve the City of liability that may arise directly or indirectly from the failure

of the City to make the payments that are required pursuant to this Agreement, the MOA or the PHL. This paragraph will survive any termination of this Agreement.

E. The City is not responsible for any physical injuries or death to the Municipality's agents, servants, or employees or to any other person or for damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of the Municipality's officers, trustees, employees, agents, servants, or independent contractors. The Municipality shall hold harmless and indemnify the City from liability upon any and all claims for damages, on account of such injuries or death to any such person or damages to property on account of any neglect, fault or default of the Municipality, its officers, trustees, employees, agents, servants, or independent contractors to the extent set forth in Article 9. The City shall not be responsible for the safety and protection of the Municipality's employees. Nothing in this paragraph is intended to preclude such liabilities or costs referenced in this paragraph from being considered as part of the O&M Costs included as part of the eligible costs pursuant and subject to Article 3. Nothing in this paragraph will create or absolve the City of liability that may arise directly or indirectly from the failure of the City to make the payments that are required pursuant to this Agreement, the MOA or the PHL. This paragraph will survive any termination of this Agreement.

F. The Municipality, its agents, employees, contractors and subcontractors shall comply with all applicable State, federal and local laws, rules and regulations, including, but not limited to, the Worker's Compensation Law and minimum wage and unemployment insurance requirements of the Labor Law.

Section 4.02 Equal Employment

The Municipality shall abide by all applicable Federal, State and local laws regarding equal employment.

ARTICLE 5 PROCUREMENT OF GOODS AND SERVICES

Section 5.01 Procurement and Bidding

The Municipality shall comply with all public bidding and other procurement requirements applicable to the Municipality by State law or by the local laws of the Town or Village and County in soliciting work to be done under this Agreement. For all contracts subject to public bidding, the Municipality shall, at the City's request and the City's expense, provide the City with prompt written notice of the public bidding, together with a complete and correct copy of each contract, for work done under this Agreement.

Section 5.02 Consultants and Other Subcontractors

A. A contract between the Municipality and a subcontractor (the Subcontract) to perform work to be included in the Eligible Costs shall include the following provisions:

- (1) A requirement that the subcontractor perform all work in accordance with the terms of this Agreement;
- (2) A requirement that the subcontractor perform all acts to be performed under the Subcontract in compliance with all applicable Federal, State and local laws, rules, regulations and orders, including the Watershed Regulations and the SPDES permit;
- (3) A statement and a requirement that the subcontractor agrees to indemnify the City and assume liability for injuries on the same basis identified in this Agreement, pursuant to Article 9;
- (4) A statement and requirement that nothing contained in the Subcontract shall create any contractual relationship between the subcontractor and the City; and
- (5) A statement and requirement that the subcontractor will not engage in any unlawful employment discrimination under the Subcontract based upon race, creed, color, national origin, sex, age, disability, marital status or sexual orientation.

B. The Municipality shall take reasonable measures to enforce the foregoing provisions of each Subcontract it enters into. Nothing in this Section constitutes a guarantee to the City that the Municipality's subcontractors will comply with the foregoing provisions. However, the Municipality is responsible for the performance of the terms of this Agreement, whether they are performed by the Municipality or by its subcontractors.

Section 5.03 Background Investigation Compliance for Subcontracts

- A. For purposes of this Section 5.03, the following definitions apply:
- (1) "Affiliate" shall mean an entity in which the parent of the proposed Contractor or Subcontractor owns more than 50 percent voting stock or an entity in which a group of principal owners which owns more than 50 percent of the proposed Contractor or Subcontractor also owns more than 50 percent of the voting stock.
 - (2) "Contract" shall mean any contract for the procurement of labor, materials, equipment or services paid for, in whole or in part with City funds provided pursuant to this Agreement.

(3) "Contractor" shall mean a person or entity other than a Governmental Entity which enters into a Covered Contract with the Municipality to perform work at the WWTP.

(4) "Covered Contract" shall mean a Contract of \$100,000 or more with a Contractor or Subcontractor, or which is valued at \$100,000 or more when aggregated with the value of all other contracts funded with funds provided by the City awarded to the same Contractor or Subcontractor during the immediately preceding twelve month period. In determining whether a Contract is a Covered Contract, the Municipality shall be entitled to rely on a certificate of the subject Contractor or Subcontractor, except where the Municipality has actual knowledge that a Contract is a Covered Contract.

(5) "Governmental Entity" shall include the State or any political subdivision thereto, any entity described in Section 99-r of the New York General Municipal Law, and any federal, state or local agency, department, board, bureau, public authority or public benefit corporation.

(6) "Principal Owner" shall mean an individual, partnership, joint venture, or corporation which holds a 10 percent or greater ownership interest in a proposed Contractor or Subcontractor.

(7) "Subcontractor" shall mean any person or entity other than a Governmental Entity which enters into a Covered Contract with a Contractor.

B. A Covered Contract shall not be awarded (or approved in the case of Subcontractors) to persons or entities other than Eligible Contractors. An Eligible Contractor for purposes of this Section is a Contractor or Subcontractor that has a satisfactory record of business integrity. A Contractor or Subcontractor shall be deemed to lack the requisite record of business integrity if any of the following criteria are met within or during the period commencing from ten (10) years prior to completion of the VENDEX Questionnaire through the date of determination:

(1) Criminal conduct in connection with government contracts or the conduct of business activities involving: (a) the infliction, attempted infliction, or threat of death, intentional personal injury, or intentional property damage, in connection with involvement in a pattern of racketeering, labor racketeering, extortion, obstruction of justice, or other comparable crimes; (b) bribery, fraud, bid rigging, embezzlement, theft, perjury, forgery, or other comparable crimes; (c) serious moral turpitude, fundamental lack of integrity, or a pattern or practice of a knowing disregard for the law so as to call into question the integrity of the proposed Contractor or Subcontractor; or (d) conspiracy to do any of the

above acts. Evidence of such conduct shall consist of (a)(1) a judgment of conviction, (2) a pending criminal indictment, (3) a formal grant of immunity in connection with a criminal prosecution, in each case of a proposed Contractor or Subcontractor, any director or officer, any principal, and any employee primarily responsible for contracting procedures, or any holder of five percent (5%) or more of the shares or equity of the proposed Contractor or Subcontractor, or any affiliate or subsidiary of the proposed Contractor or Subcontractor; or (b) any ongoing criminal investigation by a law enforcement agency in which the proposed Contractor or Subcontractor, any director or officer, any principal, employee primarily responsible for contracting procedures, or any holder of five percent (5%) or more of the shares or equity of the proposed Contractor or Subcontractor, or any affiliate of the proposed Contractor or Subcontractor is a target.

(2) An actual determination, by a person or entity which has jurisdiction, of a willful noncompliance with the prevailing wage requirements of Section 220 of the Labor Law, by the proposed Contractor or Subcontractor, or any affiliate thereof.

(3) An actual determination, by a person or entity which has jurisdiction, of a significant willful violation of the Workers' Compensation Law including, but not limited to, the failure to maintain required workers' compensation or disability coverage.

(4) An actual determination, by a person or entity which has jurisdiction, of a submission by the proposed Contractor or Subcontractor to a government agency of a false or misleading statement on a uniform questionnaire or other form, in connection with a bid or proposal for or award of a contract or request for approval of a subcontractor.

(5) A conviction or judgment of civil liability against the Proposed Contractor or Subcontractor for fraud in connection with a bid or proposal for or award of a contract or request for approval of a Subcontractor.

(6) Debarment or current suspension of the proposed Contractor or Subcontractor for reasons of business integrity from consideration for the award of contracts with a government, Governmental Entity or public authority pursuant to any procedure enacted by statute or adopted by regulation, providing for notice and hearing.

(7) Arrears for more than one year on income, sales or payroll taxes, unless such person is in good faith disputing such payments with the appropriate taxing authority.

C. Before any Covered Contract is awarded to a Contractor (or approved in the case of a Subcontractor), the Municipality shall require the proposed Contractor or Subcontractor to complete the appropriate VENDEX questionnaire, or such revised standard VENDEX questionnaire as the City provides from time to time. The Municipality shall also require that the proposed Contractor or Subcontractor submit the completed VENDEX questionnaire to the Department at least thirty-five (35) days before the Covered Contract is awarded (or approved) to the following address: NYCDEP, 59-17 Junction Boulevard, 17th Floor, Flushing, New York 11373-5108, Attention: Agency Chief Contracting Officer ("ACCO"). The ACCO shall be the contact person for the City who shall provide information during regular business hours as to whether the City has received a particular VENDEX questionnaire and the status of the City's review of such questionnaire. Within five (5) business days of receiving a VENDEX questionnaire, the City shall notify the Municipality if the VENDEX questionnaire is not complete. If the City fails to notify the Municipality within such five (5) business day period, the VENDEX questionnaire shall be deemed complete. Within thirty-five (35) days of receiving the VENDEX questionnaire, the City may provide a report indicating whether any of the criteria of sub-Section B are met, including an explanation of the non-confidential evidence that such criteria are met. If the report states in fact that such criteria are met, the Contractor or Subcontractor will be deemed not to be an Eligible Contractor unless the City and Municipality agree that the Contractor possesses a satisfactory record of business integrity.

D. Even if the Contractor or Subcontractor does not meet the criteria set forth in sub-Section B, the City may provide the Municipality with information within the thirty-five (35) day period set forth in sub-Section C which may be relevant to the question of whether a proposed Contractor or Subcontractor for a Covered Contract has a satisfactory record of business integrity. Before awarding the Contract or approving a Subcontract for a Covered Contract, the Municipality shall receive and consider such information provided by the City. If after receiving and considering such information, the Municipality intends to proceed to award the Covered Contract to such Contractor or approve such Subcontractor, before making such award, the Municipality shall respond in writing to any such information provided by the City. If the Municipality intends to award the Covered Contract and if the City and the Municipality continue to disagree, the Municipality shall refer the issue to the Executive Committee of the Watershed Protection and Partnership Council for a recommendation. The Executive Committee shall be given the information provided to the Municipality by the City, the Municipality's written response, and any additional written material which the City or the Municipality desires to submit. The Executive Committee shall have fifteen (15) days in which to issue a recommendation as to whether a proposed Contractor or Subcontractor has a satisfactory record of business integrity. The Municipality shall make a determination whether to award the Covered Contract to the proposed Contractor or Subcontractor after one of the following, whichever is applicable: (1) the Executive Committee fails to make a recommendation within fifteen (15) days allotted for Executive Committee review; or (2) the Municipality reviews any recommendation made by the Executive Committee.

E. If no report referred to in sub-Section C or no information referred to in sub-Section D is received from the City within the thirty-five (35) day period following the submission of a VENDEX questionnaire as provided in sub-Section C, the Contractor or Subcontractor may be deemed to be an Eligible Contractor for purposes of this sub-Section.

F. The City shall not use this Section as a means of restricting the selection or approval of an Eligible Contractor or Subcontractor over another Eligible Contractor or Subcontractor, or the decision that one project be undertaken instead of another. The report shall be based solely on the criteria set forth in sub-Section B, and shall not be based on other factors including, without limitation, financial resources, technical qualifications, experience, organization, material, equipment, facilities, personnel resources and expertise, a satisfactory record of performance, the existence of accounting and auditing procedures, or compliance with requirements for the utilization of small, minority-owned and women-owned businesses as subcontractors; provided that the City shall be entitled to review and rely upon any facts and circumstances relevant to the criteria set forth in sub-Section B.

G. In addition to and not in limitation of the indemnification provision in Article 9, at the Municipality's request, the City shall defend, indemnify and hold harmless the Municipality, its officers, agents and employees from and against any liability, damage, claims, demands, costs, judgments, fees, attorneys fees or loss arising directly or indirectly out of a determination with respect to a Covered Contract pursuant to this Section, including, the requirements that Contractors and Subcontractors complete and submit the VENDEX questionnaire and meet the criteria in sub-section B, the requirement of submitting disputes to the Executive Committee in sub-Section D, the report or other information provided by the City to the Municipality; and any other dissemination of the information provided by the City necessary to comply with this Section. The Municipality agrees to cooperate with and provide reasonable assistance to the City in defending any actions or claims which the City has undertaken to defend pursuant to this sub-Section 5.03 (G).

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties of the Municipality

The Municipality represents and warrants that:

A. The Municipality has all requisite power and authority to execute, deliver and perform this Agreement.

B. This Agreement has been duly authorized by all necessary action on the part of the Municipality and has been duly executed and delivered by the Municipality

and, assuming due execution and delivery by the City, constitutes a legal, valid, binding and enforceable obligation of the Municipality.

C. The execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under any statute, indenture, mortgage, deed of trust or other agreement or instrument to which the Municipality is bound, or to the knowledge of the Municipality, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Municipality or any, of its activities or properties.

D. Acceptance of funds hereunder shall be deemed at such time a reaffirmation of the representation and warranties hereof.

Section 6.02 Representations and Warranties of the City and NYCDEP

A. The City has all requisite power and authority to execute, deliver and perform this Agreement. NYCDEP is a validly authorized and existing agency of the City, with full right and power to execute, deliver and perform its obligations under this Agreement.

B. The execution, delivery and performance by the City and NYCDEP of this Agreement are within the powers of the City and NYCDEP, have been duly authorized by all necessary action by or in respect of, or filing with, any governmental body, agency or official (except for the approval by the Mayor and registration of the Agreement pursuant to Section 328 of the City Charter). The City and NYCDEP also represent that they have complied with all applicable laws in connection with the execution, delivery and performance of this Agreement.

C. This Agreement will, when executed by the City and registered by the City pursuant to Section 328 of the City Charter, and assuming due execution and delivery by the Municipality, constitute the valid and binding agreement of the City and NYCDEP, enforceable in accordance with its terms.

D. The execution and delivery of this Agreement by the City and NYCDEP, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under any provision of applicable law, charter, ordinance or regulation or, to the extent of the City's knowledge, of any material agreement, judgment, injunction, order, decree or other instrument binding upon the City or NYCDEP.

ARTICLE 7 RECORDS AND REPORTS

Section 7.01 General

The Municipality agrees that a copy of any and all non-privileged written materials and documents that are prepared pursuant to this Agreement shall be forwarded to the City upon request and at the City's expense. The City shall have the right to use all non-privileged and non-confidential written materials, documents and information that are gathered or prepared pursuant to this Agreement for any purpose deemed appropriate by the City.

Section 7.02 Maintenance of Records

The Municipality shall maintain complete and accurate records in readily accessible files on all of its activities in connection with this Agreement. Such records shall include, but not be limited to, financial records detailing the receipt, management, and disbursement of all funds provided pursuant to this Agreement. The Municipality shall maintain all records relating to this Agreement for a period of at least seven (7) years after the generation of the document.

Section 7.03 Audit and Inspection

A. All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or invoices are based are subject to audit by the State and the State Comptroller, and the City and the City Comptroller pursuant to the powers and responsibilities as conferred by State and City law.

B. The Municipality shall prepare and maintain any and all documentation and justification in support of expenditures or fees under this Agreement in accordance with generally accepted business practices and shall make such documentation available to the State, including the State Comptroller, and the City, including the City Comptroller, as they consider necessary.

C. This Section 7.03 shall survive expiration of this Agreement.

Section 7.04 Annual Reports

Within sixty (60) calendar days after the end of each Fiscal Year, the Municipality, as part of its submission of O&M Costs documentation, shall submit to the City reports with respect to the continued implementation of this Agreement. Such annual reports will cover the following items: (1) any unanticipated operation or maintenance problems arising during the preceding year and measures taken to address such problems; (2) any violations of the WWTP's SPDES permit during the preceding year and measures taken to address such violations; (3) any recommendations for changes to the WWTP's Operation and Maintenance Manual and the reasons therefor; (4) any foreseeable, unusual, and large O&M Costs anticipated for the upcoming year; and (5) any other matters that the Municipality and the City shall hereafter agree upon for inclusion in such reports. To the extent that there are annual reporting requirements for

any other State federal or local agency regarding the operation of the WWTP, such reports shall also be submitted to the City in a timely fashion.

Section 7.05 Insurance Coverage

No later than the beginning of each Fiscal Year, the Municipality shall provide documentation of all insurance policies for the WWTP in a form acceptable to the City. The documentation will be accompanied by a request that the City determine that the coverage is adequate. The City will respond to this request within 90 days either by determining that the coverage is adequate or by specifying the ways in which the insurance policies need to be supplemented. The Municipality's coverage will be deemed adequate if (a) the City states in writing that the insurance policy is adequate; (b) the Municipality supplements the insurance policy as requested in writing by the City; or (c) no response is received from the City within 90 days. The City shall not unreasonably withhold a determination that the coverage is adequate or require the purchase of insurance that is inconsistent with good business judgment.

ARTICLE 8

DEFAULT, SUSPENSION OR TERMINATION

Section 8.01 Default

A. In the event of a breach in the observance or performance of any material terms of this Agreement, the defaulting Party will correct the default within thirty (30) days after notice is received from the non-defaulting Party. If the nature of the Municipality's material breach of the Agreement is such that it cannot reasonably be cured within thirty (30) days of receipt of such notice, the City may not suspend or terminate this Agreement, or withhold payments pursuant to Subsection 3.04(D) above, provided that the Municipality commences appropriate actions to cure prior to the end of the thirty days and diligently pursues all reasonable actions necessary to cure the breach. If the WWTP is completed, City may terminate this Agreement only in the event that the WWTP ceases to operate and/or the City's obligations under the Watershed MOA are modified and the Parties enter into another agreement satisfying any obligations the City may continue to have under the MOA, any successor agreement, and the PHL with respect to the subject matter hereof.

B. In the event of a dispute concerning the default, the Parties shall make a good faith effort to resolve the dispute. If the dispute is not resolved within forty-five (45) days after the notice of default is received, the Parties will resolve disputes pursuant to Section 12.09 of this Agreement.

C. For purposes of this Agreement, breach of a material term of this Agreement includes, but is not limited to, failure to retain during the term of this Agreement an operator with the proper level of State certification to be responsible for the WWTP in accordance with the SPDES permit and applicable law; failure to operate

the WWTP with the staffing levels required by applicable State law, regulation, or technical guidance during the term of this Agreement; willful or grossly negligent commission of acts or omission of acts by the Municipality, or the Municipality's employees or independent contractors, including the WWTP's operator, that give rise to additional O&M Costs for the WWTP or require replacement of equipment at the WWTP.

Section 8.02 Termination

If either Party elects to terminate this Agreement, pursuant to Section 8.01, the following procedures shall be followed:

A. City's Termination.

(1) In the event of termination by the City pursuant to Section 8.01, the City shall not be responsible for any obligations under this Agreement from the date on which the Municipality receives written notice of the termination from the City pursuant to Section 8.01. Any obligation necessarily incurred by the Municipality in good faith on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by the City in accordance with the terms of this Agreement.

(2) Nothing in this sub-Section or Section 8.01 shall be deemed to excuse the Municipality from continuing to operate and maintain the WWTP in compliance with applicable laws, rules, or regulations pertaining to the WWTP, notwithstanding termination of this Agreement by the City.

(3) The City's termination of this Agreement does not affect any obligation the City may have under the Watershed MOA or under PHL Section 1104 to fund operation and maintenance costs relating to the operation and maintenance of this WWTP.

B. Municipality's Termination. If the Municipality should terminate this Agreement, the termination shall in no way relieve the Municipality from complying with any and all applicable laws, rules, and regulations pertaining to the WWTP. The Municipality's termination of this Agreement does not affect any obligation the City may have, under the Watershed MOA or under PHL Section 1104, to fund operation and maintenance costs relating to the operation and maintenance of this WWTP.

C. Upon termination, the Municipality shall deliver to the City a final payment voucher form within sixty (60) days of the expiration or termination of this Agreement, covering all eligible costs incurred by the Municipality prior to the expiration or termination of this Agreement, and not covered by previous invoices submitted. Any remaining funds shall be returned to the City within thirty (30) days of the termination.

Section 8.03 Force Majeure

In the event the City or the Municipality cannot comply with the terms and conditions of this Agreement because of an act of God, war, strike or other condition as to which conduct the City or the Municipality (as the case may be) was not the proximate cause, the City's or the Municipality's performance under this Agreement may be excused or delayed provided that, within 10 days of obtaining knowledge of the effect of such condition, the City notifies the Municipality, or the Municipality notifies the City (as the case may be), by written notice identifying the condition and estimating its effect on compliance with the terms and conditions of this Agreement and requests an appropriate extension of the relevant terms and conditions of this Agreement. The City or the Municipality, as applicable, shall make its best efforts to provide for alternate arrangements to fulfill the terms and conditions of this Agreement.

ARTICLE 9

INDEMNIFICATION

The Parties agree to indemnify each other and save each other harmless from all claims, liabilities, losses or expenses of every character whatsoever for bodily injury, including death, and/or damage to real or tangible personal property where such injury or damage is the result of the indemnifying Party's negligence or willful tort occurring while working on activities relating to this Agreement. In the event such injury or damage is caused by the combined negligence of the Parties, each Party shall be responsible for its relative culpability.

ARTICLE 10

INSPECTION

The Municipality agrees to allow the City reasonable access to the WWTP, during hours when personnel employed to operate the WWTP are present, to permit inspection and observation of operation and maintenance of the WWTP, and to take samples of the effluent from the WWTP for the purpose of establishing compliance with the Watershed Regulations and the WWTP's SPDES permit. The Municipality may require the City to provide reasonable notice prior to such inspection and observation. Nothing in this Agreement shall affect the City's authority under other applicable laws or regulations.

ARTICLE 11

INVESTIGATIONS

The Municipality and the City agree to cooperate fully and faithfully with any investigation, audit or inquiry relating to the subject matter of this Agreement conducted by New York State or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, contract, lease, permit or license that is the subject of investigation, audit or inquiry. Any breach or violation of the foregoing may be deemed a breach or violation of a material provision of this Agreement.

ARTICLE 12

MISCELLANEOUS

Section 12.01 Severability

If any provision of this Agreement or its application shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not be affected or impaired in any way.

Section 12.02 Compliance with the Law

The Municipality agrees that all acts to be performed in connection with this Agreement shall be performed in compliance with all applicable federal, State and local laws, rules, regulations and orders, including the State Environmental Quality Review Act and the Watershed Regulations.

Section 12.03 Assignment or Other Disposition of the Agreement

The Municipality agrees to notify NYCDEP at least thirty (30) days prior to any assignment, transfer, conveyance, sublet or other disposition of this Agreement or any part thereof, or of its right, title, or interest therein, to another municipality or governmental entity. Such assignment, transfer, conveyance, sublet or other disposition of this Agreement shall be effective only upon registration of an agreement between the City and the assignee pursuant to Section 328 of the City Charter, in form and substance satisfactory to the City, in which the assignee expressly agrees to assume, perform and be bound by all of the liabilities and obligations of the Municipality hereunder. The City shall not unreasonably withhold its consent to such an assignment, Notwithstanding this Section 12.03, the Municipality may retain and employ subcontractors to assist in performing operation and maintenance services at the WWTP hereunder subject to the limitations and restrictions on subcontractors set forth in Article 5 of this Agreement.

Nothing in this Section affects the City's obligations under paragraph 143 or paragraph 122(k) of the Watershed MOA, or under PHL Section 1104.

Section 12.04 Modification

This Agreement may not be modified or amended except by an instrument in writing signed by both of the Parties hereto. This Agreement may not be modified or amended orally.

Section 12.05 Notification.

A. Unless otherwise expressly provided in this Agreement, any notice from one Party to the other Party required or permitted to be given hereunder shall be in writing and shall be delivered by hand, or by registered mail, return receipt requested, by overnight mail, or by facsimile confirmed with a copy sent by regular mail, to the following addresses:

If to NYCDEP:

New York City Department of Environmental Protection
71 Smith Avenue
Kingston, New York 12401
Attention: Deputy Commissioner, Bureau Water Supply

with a copy to:

New York City Department of Environmental Protection
59-17 Junction Boulevard, 19th Floor
Flushing, New York 11373
Attention: General Counsel

If to the Municipality:

Town of Olive
Town Office Building
45 Watson Hollow Road
West Shokan, NY 12494
Attention: Supervisor

B. At any time, either Party may designate a new address for the receipt of notices by providing written notice of such new address to the other Party, in the manner specified in Subsection 12.05(A) above.

C. Notices sent to the other Party in accordance with this Section 12.05 shall be deemed to be delivered when sent.

Section 12.06 Claims or Actions

A. No director, officer, employee, agent or other person authorized to act on behalf of the City shall have any personal liability in connection with this Agreement or any failure of the City to perform its obligations hereunder. No director, officer, employee, agent or other person authorized to act on behalf of the Municipality shall have any personal liability in connection with this Agreement or any failure of the Municipality to perform its obligations hereunder.

B. Upon the initiation by a Party or service upon a Party of any legal action or proceeding in connection with or relating to this Agreement, that Party will provide written notice to the other Party within ten (10) business days. In the event any claim is made or an action brought in any way relating to the Agreement herein (except an action brought by one Party against the other Party), the Parties shall diligently render to each other, any and all assistance which may be necessary to prosecute or defend such action or claim.

Section 12.07 No Third Party Beneficiary

This Agreement is not intended to create any benefit or interest in any third party.

Section 12.08 Cooperation

The Parties acknowledge and agree that during the term of this Agreement they will provide each other promptly with all documentation, reports, and information that may be necessary to carry out their respective obligations under this Agreement. Nothing in this Agreement shall be deemed as consent by or an obligation of any Party to provide documents or information protected by or to waive the attorney-client privilege or attorney-work product privilege.

Section 12.09 Dispute Resolution

A. The dispute resolution procedures in Section 3.05 of this Agreement shall be the exclusive procedures for resolving Eligible Disputes under this Agreement. For any other disputes arising under this Agreement, the Parties may use the procedures set forth in paragraph 177 of the Watershed MOA or any other procedure allowed by applicable law.

B. Except as specifically provided for resolving Eligible Disputes, nothing in this Section 12.09 will be interpreted as a condition precedent to the filing of civil action for breach of contract or any other remedy.

Section 12.10 Civil Litigation

A. Notwithstanding that this Agreement is not a contract entered into pursuant to the Watershed MOA, the City agrees to pay attorney's fees to the extent such payment would be required by paragraph 181 of the Watershed MOA, if this Agreement were a contract entered into pursuant to the Watershed MOA, in connection with any action brought by the Municipality or the City to enforce the terms of this Agreement, specifically including arbitration of payment adjustments under Section 3.05 of this Agreement..

B. Although the City has agreed to pay for certain fines and penalties as a portion of O&M Costs pursuant to Section 3.01(B)(3), the Parties acknowledge that this Section 12.10 does not create, or absolve the City from, any liability it might otherwise have for reimbursement of attorney's fees, fines, penalties or other costs in the event that the Municipality is sued by a third party in connection with violations of the WWTP's SPDES permit or otherwise in connection with the operation and maintenance of the WWTP. The City does not believe that it would be liable for such reimbursement, even in the event that the Municipality substantially prevailed in a defense that such violations were caused solely by the City's failure to make payments under this Agreement. The Municipality reserves the right to make a claim for such reimbursement in State court or in any other forum with jurisdiction.

Section 12.11 Miscellaneous

A. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. To the fullest extent permitted by law, the Parties consent to the jurisdiction of the Supreme Court of the State of New York in connection with any action by either Party against the other pursuant to this Agreement.

B. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements with respect to such subject matter, whether written or oral.

C. This Agreement may be executed in counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Deputy Commissioner of Department of Environmental Protection on behalf of the City and the Supervisor of the Town of Olive have executed this agreement, in triplicate, one part to be filed with the Comptroller of the City of New York, one part to be retained by the Department of Environmental Protection and one part to be delivered to the Municipality.

For the Municipality

BY:

Supervisor

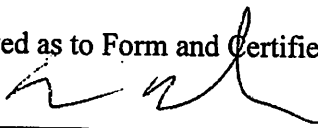
For

THE CITY OF NEW YORK

BY:

First Deputy Commissioner
New York City Department of Environmental Protection

Approved as to Form and Certified as to Legal Authority



Dated: JUN 19 2008

2008-021109

ACKNOWLEDGMENTS

STATE OF NEW YORK)
 : SS:
COUNTY OF ULSTER)

On the _____ day of _____, in the year 200__, before me, the undersigned, personally appeared **BERNDT J. LEIFELD**, personally known to me or proved to me on the basis of satisfactory evidence to be the SUPERVISOR of the TOWN of OLIVE described herein and acknowledged to me that he executed the same in his capacity as such, and that by his signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 : SS:
COUNTY OF QUEENS)

On the _____ day of _____, in the year 200__, before me, the undersigned, personally appeared **STEVEN W. LAWITTS**, personally known to me or proved to me on the basis of satisfactory evidence to be the FIRST DEPUTY COMMISSIONER of the NEW YORK CITY DEPARTMENT of ENVIRONMENTAL PROTECTION described herein and acknowledged to me that he executed the same in his capacity as such, and that by his signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public

**AGREEMENT BETWEEN THE CITY OF NEW YORK
AND THE TOWN OF OLIVE FOR PAYMENT OF CERTAIN
OPERATION AND MAINTENANCE COSTS FOR THE
HAMLET OF BOICEVILLE WWTP**

EXHIBIT "A"

FIXED CAPITAL EQUIPMENT CHART

Exhibit |A|

Fixed Capital Equipment Chart

The following tables detail the eligibility of replacement and/or repair of capital equipment. The tables are as follows:

Table 1 - Table 1 includes items which generally may not be replaced with O&M funds from NYCDEP. This Table includes numerous exceptions, generally with regard to emergency repairs or routine maintenance. When one of these exceptions is met, NYCDEP approval is not required prior to the commencement of work.

Table 2A - Table 2A is similar to Table 1, but with additional criteria for exceptions. These criteria include NYCDEP approval and, if the replacement occurs more than 30 years after startup of the upgrade equipment, a review for cost effectiveness prior to initiating the work.

Table 2B - Table 2B is similar to Table 2A. In this Table, the exceptions allow replacement, possibly without a review for cost effectiveness, for malfunctioning, unsafe, unreliable, etc. equipment. As with Table 2A, NYCDEP approval is required prior to initiating the work.

Table 2C - Table 2C includes items that may be replaced with O&M funds from NYCDEP at any time, provided that the item has become obsolete and NYCDEP approval is obtained.

Table 1. Strict Capital Expense Items

This Table includes items that shall not be replaced using O&M funds provided by NYC. Any exceptions, such as for emergency and O&M repairs, are listed in the right column of the Table. O&M funds provided by NYCDEP may not be used for any planned or scheduled repairs for items in this Table.

Equipment	Exceptions and Conditions
Piping, all hard water, wastewater, air, chemical & sludge piping, including non-buried & buried valves, manholes, and appurtenances	<p>Except emergency repairs to piping containing moving parts accessible to repair without excavation or building demolition, such as valves, and specialized non-moving parts such as flow control orifices, static mixers or similar parts/components; and also excepting the replacement of small sections of pipe, as part of the repair, immediately adjacent and necessary to the repair, not to exceed 20 feet.</p> <p>Chemical delivery piping accessible without excavation or building demolition may be repaired/replaced.</p> <p>Air diffusers may be repaired/replaced.</p>
Duct Work for heating, ventilation, and odor control	Except parts analogous to those listed in piping above, moving parts; and repair and maintenance of insulation.
Tankage related to SBR, aeration, RBC, trickling filter, and sludge digester.	
Primary and Secondary settling tanks	
Sluice gates, drain valves or similar valves set in concrete or other elements	
Weirs, flumes, stilling wells, flow splitters or similar structures set in concrete or other structural elements	
Sand filter shell, underdrains and integral piping or appurtenances	
Electrical supply/distribution infrastructure wiring	Except replacements of small sections of wiring during normal maintenance and repair (this

	excludes planned and/or scheduled repairs)
Generators	This limitation refers to complete replacement of the unit, not replacement of individual components.
Buildings, vaults, slabs, steps, rails, covers, catwalks, sumps and all structural elements of pump stations.	Except associated doors and windows and access hatches, and mechanical/electrical component addressed in Tables 2A-C; and except minor concrete work or parging necessary to assure that the structural elements meet their estimated useful lives.
Miscellaneous structures such as storage sheds, grit removal channels, equalization tanks or ponds, mixing bays, chlorine and de-chlorination contact tanks, UV chambers and similar structures.	
Equipment storage steel shelving	Except replacement of small sections of shelving that are part of repair and maintenance of the building and its components. (this excludes planned and/or scheduled repairs)
Fuel storage tanks	
Steel, FRP, other synthetic, or poured concrete permanent primary or secondary petroleum or chemical containment	Except emergency replacement due to breakage not caused by negligence of WWTP employees.
Storm drain piping, structures, grating and other similar drains.	
Sludge/scum collector arms for circular and rectangular clarifiers	Except wearing surfaces and parts such as scrapper blades or rakes.
Building slabs, building shells, walls, roofs, fencing, rails, catwalks, walk ways, drive ways	Except windows, doors, and resurfacing of paved areas and partial ad hoc replacements (this excludes planned and/or scheduled repairs).
Sludge dewatering equipment. This may include belt or plate and frame press, sludge bagging units or centrifuges	This limitation refers to complete replacement of the unit, not replacement of individual components; also note exceptions in Table 2.

Table 2. Replacement of Capital Items Requiring DEP Approval

Where items in the following tables are eligible for replacement with O&M funds, the replacement may be paid for with O&M funds provided by NYCDEP only with the prior written approval of NYCDEP. NYCDEP approval shall not be unreasonably denied or delayed if the conditions specified are met.

A. The items in the left column are generally not eligible for replacement with O&M funds provided by NYCDEP. However, if the proposed replacement is approved by NYCDEP and if (a) replacement occurs within the first 30 years after the upgraded WWTP begins operation or replacement occurs thereafter, if such replacement is shown to be cost effective pursuant to Footnote 2 below, and (b) the specific conditions shown below for replacement are met, then the replacement will be eligible for payment with O&M funds provided by NYCDEP.

Equipment	Exceptions and Conditions
Transformers, control panels, motor control centers	
Raw, partially treated, or effluent wastewater pump sets (pump station or in-plant) delivering 100% of plant flow or with an installed cost over \$7,500 per unit.	All pumps, compressors, blowers with installed costs at or below \$7,500 may be replaced with O&M funds.
HVAC mechanical equipment, chillers, fans, boilers with an installed cost over \$7,500 per unit.	
Air supply blowers or compressor units with an installed cost over \$7,500 per unit.	
Lab equipment with replacement cost of \$5,000 or greater, installed.	All lab equipment with installed costs at or below \$5,000 may be replaced with O&M funds.

RBC shafts and media, SBR Decanter mechanism, complete sludge and scum collector drive mechanisms	Units may be replaced with O&M funds, in the case of substantially complete failure provided said failure is not due to lack of proper O&M. ¹
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¹“Proper O&M” means O&M performed in accordance with the O&M Manual, or any addendum thereto, approved by NYCDEP.

² To demonstrate cost effectiveness: The WWTP Owner must estimate for a period equal to the manufacturer’s service life for a proposed piece of equipment the cost to continue to operate the piece of equipment, including any necessary repairs to continue operation. The resulting cost estimate must then be compared to the cost of equipment replacement, taking into account installation costs (based on suppliers quotes) and O&M for the service life of the piece of equipment.

B. Items which may be replaced at any time in light of cost effectiveness. Replacement of the following items may be funded with O&M funds from NYCDEP only if the specific conditions shown below are met.

Equipment	Exceptions and Conditions
Pumps and blowers as described in Table 2A above and any single piece or functional set of mechanical equipment costing over \$7,500 installed.	Where a malfunction impedes, makes unsafe or unreliable, or adds expense to normal operation and where replacement is shown to be more cost effective.
Control panels, motor control centers.	

C. Items which may be replaced at any time due to obsolescence. Replacement of the following items may be funded with O&M funds only if the piece of equipment has become obsolete. Obsolescence occurs when [i] compatible replacement parts are no longer available; [ii] when standards for worker safety established by employee unions, government or industry require new equipment; [iii] improvements in energy efficiency make the continued use of the existing technology not cost effective; or [iv] technological developments make the use of existing control panels and/or motor control centers inconsistent with good engineering judgment.

Equipment
<p>Gas and oxygen sensing safety systems.</p> <p>Dissolved oxygen and chemical feed control systems with an installed cost over \$7,500. Those systems with an installed cost at or below \$7,500 may be replaced with O&M funds without NYCDEP approval.</p> <p>Control panels, motor control centers.</p> <p>CPU, SCADA software and any hardware necessary for centralized information processing, including any specialized I/O points, UPS, printers and related cables</p>

All dollar figures mentioned are subject to the inflation adjustments included in the O&M Agreement.

**AGREEMENT BETWEEN THE CITY OF NEW YORK
AND THE TOWN OF OLIVE FOR PAYMENT OF CERTAIN
OPERATION AND MAINTENANCE COSTS FOR THE
HAMLET OF BOICEVILLE WWTP**

EXHIBIT "B"

WATERSHED EQUIPMENT AND METHODS

Watershed Equipment and Methods, Boiceville WWTP 0.075 MGD:

Equipment Required solely by the NYC Watershed Regulations and not otherwise required by State or federal law as of March 2001.¹

Microfiltration or equivalent: 18-36(a)(7)	The City pays for Microfiltration or its equivalent to meet the required log removals of pathogens, but may share the capital and O&M costs to offset any savings when the equipment serves multiple functions (e.g. TSS removal). These costs include the costs of any meters or recording devices that DEP requires to be installed in connection with microfiltration units or equivalent technologies, as well as the incremental costs associated with operating and maintaining structures sized to accommodate microfiltration equipment or its equivalent. ² The City pays for membrane micro filtration at Boiceville WWTP.
Phosphorus Removal: 18-36(a)(8)	The City pays for phosphorus removal unless DEC imposes a phosphorus limit that is at least as stringent, based on an EPA-approved TMDL or other requirement of State or federal law. The City does not pay for phosphorus removal at the Boiceville WWTP. (SPDES permit requires 0.5 mg/l limit based on stream classification, stream flow and Technical Operational Guidance series).
Intermittent Stream Effluent Limitations: 18-36(a)(9)	The City does not pay for discharges to intermittent streams to meet the Intermittent Stream Effluent Limitations (ISELs) unless the applicant demonstrates, and DEC determines, that the ISELs are not required. The City does not pay for discharges to intermittent streams at the Boiceville WWTP.
Disinfection/Dechlorination: 18-36(e)(2)(ii)	The City does not pay for disinfection or dechlorination, except for municipal plants in the Cannonsville basin. The City does not pay for disinfection at the Boiceville WWTP.
Sand Filtration: 18-36(e)(2)(ii) and (f)(5)(iv)	The City pays for sand filtration unless the new discharge requires sand filtration to meet its water quality based effluent limitations (including ISELs or other TSS limit). If sand filtration is required to meet State requirements and if DEP reliability criteria require a greater number of filters than the standard design, or if DEP requires operation of the sand filters at times of the year when such operation would not be required by the State, the City pays the associated incremental costs. The City does not pay for sand filtration at the Boiceville WWTP. (Sand filtration is required to achieve 0.5 mg/l phosphorus limit).
Design Criteria: 18-36(f)(2)	The City does not pay for plants to comply with the Ten State Standards and/or the DEC Design Standards for Intermediate Sized Sewerage Facilities.
Other Reliability Criteria: 18-36(f)(5)(i)-(iii), (v) and (vi)	<ul style="list-style-type: none"> (i) <u>Back-up Power</u>: The City does not pay unless the plant could use an alternate power grid to satisfy Section 56.11 of the Ten State Standards and DEP requires a back-up generator. The City does not pay for back-up power at the Boiceville WWTP. (ii) <u>Design for Flood Plains</u>: The City does not pay. (iii) <u>Backup Disinfection</u>: The City does not pay. (iv) <u>Sand Filtration Redundancy</u>: see above. The City does not pay for sand filtration redundancy at the Boiceville WWTP, as it is required by Ten State Standards. (v) <u>Flow Metering</u>: The City pays for non-municipal plants with design flows less than 100,000 gpd. The City does not pay for Flow metering at the Boiceville WWTP. (vi) <u>Telemetering</u>: The City does not pay.

¹ The City is required to pay for installation, operation, maintenance, and replacement of this equipment at new public wastewater treatment plants under Section 1104 of the Public Health Law, for so long as these items are required by the City and are not otherwise required by State or federal law. If the applicable City, State, or federal requirements change, the City's payment obligations will change accordingly.

² The inclusion of the incremental costs of maintaining structures needed to accommodate microfiltration applies to all structures made larger to accommodate Watershed Equipment or Methods.

**AMENDMENT TO THE
AGREEMENT BETWEEN THE CITY OF NEW YORK
AND THE TOWN OF OLIVE FOR PAYMENT OF CERTAIN OPERATION AND
MAINTENANCE COSTS FOR THE BOICEVILLE WWTP**

WHEREAS, on or about August 26, 2008, **THE CITY OF NEW YORK** (the "City"), a municipal corporation organized and existing under the laws of the State of New York, acting by and through the Commissioner of the New York City Department of Environmental Protection ("NYCDEP") and the **TOWN OF OLIVE** ("Municipality") acting by and through its Supervisor entered into an agreement concerning the City's payment of certain costs associated with the operation and maintenance of the Boiceville Wastewater Treatment Plant ("Agreement"); and

WHEREAS, as of November 2, 1995, the Onteora Central School District wastewater treatment plant ("Tie-In Facility") was operating within the watershed of the City of New York's drinking water supply system; and

WHEREAS, the Municipality and the Tie-In Facility, in consultation with the City have agreed that the Tie-In Facility will be decommissioned and connected to the Boiceville WWTP; and

WHEREAS, in recognition of the City's obligations to pay certain costs associated with the operation and maintenance costs that would have been incurred by the Tie-In Facility had it been upgraded pursuant to paragraph 141 of the Watershed MOA instead of connecting to the Boiceville WWTP, the City has agreed to pay a supplemental amount for the benefit of former users of the Tie-In Facility to ensure that sewer use fees assessed against such former users are not greater than those former users' projected costs for wastewater treatment had the Tie-In Facility instead been upgraded onsite, in accordance with Addendum I attached hereto.

THEREFORE, in consideration of the promises, the mutual representations and agreements hereinafter contained, together with such other and further consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to the following amendments to the Agreement entered into on August 26, 2008 between the City and the Town of Olive for the Payment of Certain Operations and Maintenance Costs for the Boiceville WWTP:

I. Article 3, Section 3.01(B) of the Agreement is amended to read as follows:

B. Eligible Costs shall be the sum of (i) the O&M for Watershed Equipment and Methods, (ii) the Household Subsidy Required Under Paragraph 122(k) of the Watershed MOA, (iii) the Household Subsidy For Certain Fines, (iv) the Non-Residential Supplement, and (v) the City Supplement for the Onteora Central School District Facility, if any, which shall be determined as follows:

(1) O&M for Watershed Equipment and Methods: The Operation and Maintenance Costs for Watershed Equipment and Methods for the WWTP or any upgrade or expansion thereof. The list of such equipment as described in Exhibit "B" may be modified from time to time, if there is promulgated or enacted a change in applicable law such that such equipment is otherwise required under

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State or federal law and not required solely by the Watershed Regulations (conditions included in SPDES Permits solely to meet the requirements of the Watershed Regulations that are not otherwise requirements of State or federal law are deemed required solely by the Watershed Regulations). If the City seeks to modify the list in Exhibit "B," the City must provide the Municipality with 60 days written notice. If the Parties cannot agree on the proposed modification to Exhibit "B," such disagreement may be resolved only by the New York State Department of Health or a court with jurisdiction to decide matters involving the meaning of the New York State Public Health Law. The determination as to whether equipment and/or methods are required solely by the Watershed Regulations shall be based on the law as of the date that any associated costs are incurred.

(2) Household Subsidy Required under Paragraph 122(k): The difference, if any, between

- (a) The aggregate total of all sewer rents, charges, and/or other fees, calculated after costs payable by the City pursuant to Section 3.01(B)(1) above have been deducted from the total O&M Costs for the WWTP, properly allocable to and charged to each Household served by the WWTP within the Designated Service Area. In no event shall this aggregate include (1) any O&M Costs that are properly allocable to sewer rents, charges, and/or fees charged to properties other than Households; (2) any O&M Costs that are properly allocable to sewer rents, charges, and/or fees charged to Households served by the WWTP which are outside of the Designated Service Area; or (3) any amount in respect of Fines (as hereinafter defined) which shall be separately calculated and paid to the extent provided in Section 3.01(C) below.

and

- (b) The aggregate total derived by multiplying the then-applicable Watershed MOA Household Cap times the number of Households served by the WWTP and within the Designated Service Area.

(3) Household Subsidy for Certain Fines: An amount in respect of certain Fines (as hereinafter defined) imposed on the Municipality, arising out of the operation and maintenance of the WWTP, calculated in accordance with and subject to the conditions of Section 3.01(C) below.

(4) Non-Residential Supplement: The Non-Residential Supplement shall be \$10,000 per year, for so long as the WWTP serves non-residential users, and shall

be used by the Municipality to reduce the sewer rents, charges, and/or other fees assessed against non-residential users of the WWTP. The Parties acknowledge that the City has no obligation under any law or regulation, the Watershed MOA, or any contract derived from the Watershed MOA, to pay the Non-Residential Supplement.

(5) City Supplement for the Onteora Central School District Facility: the City Supplement for Onteora calculated in accordance with Addendum 1.

II. Article 3, Section 3.01 (D) of the Agreement is amended to read as follows:

D. The obligation of the City to pay for Eligible Costs, as set forth herein, is subject to the establishment, by the Municipality, of a system of sewer rents, charges, and/or other user fees assessed, to properties served by the WWTP, that fairly allocates costs of operating and maintaining the WWTP based on any legally valid method of apportioning such rents, charges or fees, including late charges or fees, if any, except that the City Supplement for the Onteora Central School District facility must be used to reduce the rents, charges or user fees, but not late charges, assessed against such facility. Late charges or fees shall be uniform for all ratepayers (the City to be treated as a ratepayer for purposes of this sentence) and late charges or fees shall in no event exceed the greater of two percent (2%) per month of the charges that are late or \$50 per ratepayer. NYCDEP reserves the right to challenge the Municipality's allocation of sewer rents and/or other user fees on the basis that such allocation does not comply with the foregoing standard. The Municipality agrees that except as otherwise mandated by federal or State law, it shall not provide sewer service free of charge to any property served by the WWTP.

III. Article 3, Section 3.02(A) of the Agreement is amended to read as follows:

Section 3.02 Payment Generally

A. The maximum aggregate amount payable by the City pursuant to Section 3.01(A) hereof, for Eligible Costs incurred during the term hereof, shall be limited to \$27,300,000 over the term of this Agreement. Payments for Eligible Costs shall be made in accordance with the payment procedures set forth in Section 3.03 of this Agreement (Funds payable under this Agreement are referred to as "Funds"). If the actual and reasonable eligible costs, payable pursuant to Section 3.01(A), exceed \$27,300,000 over the term of this Agreement, the City shall process a change order to this Agreement increasing the amount of monies available to be paid under this Agreement. Nothing in this paragraph shall diminish any obligations the City may have under paragraphs 122(k) or 143(a) of the Watershed MOA, or under Section 1104 of the PHL, or the obligations of the Municipality to properly operate and maintain the WWTP pursuant to the Watershed Regulations, its SPDES permit, and other applicable laws.

IV. Addendum 1 is added to the Agreement to read as follows:

ADDENDUM 1: CALCULATION OF THE CITY SUPPLEMENT FOR THE ONTEORA CENTRAL SCHOOL DISTRICT FACILITY

Pursuant to Paragraph 141 of the Watershed MOA, the Onteora Central School District ("Onteora") wastewater treatment plant ("Facility") entered into a contract with NYSEFC on June 10, 1998 under which the Facility was to be upgraded to comply with the Watershed Regulations at the City's expense. Consistent with that contract, in lieu of upgrading the Facility, the City paid (or will pay) for the Facility to be decommissioned and for the wastewater previously treated by the Facility to be collected and treated by the Boiceville WWTP built by the Town of Olive ("Municipality") under the Community Wastewater Management Program ("Consolidation"). Had the Facility been upgraded on site, the City would have paid certain costs associated with the operation and maintenance of the Facility in accordance with Paragraph 141(b) of the Watershed MOA.

Because of the Consolidation, Onteora will be assessed Sewer Use Fees by the Municipality (or by a municipal sewer district). The City has agreed to pay a portion of such Sewer Use Fees to ensure that the Sewer Use Fees assessed against Onteora are not greater than Onteora's projected costs for wastewater treatment without Consolidation. The City's portion will be calculated based on the City's commitments under Paragraph 141(b) of the Watershed MOA as set forth more fully below.

Definitions

1. "Annual Facility Operating Cost" means \$11,500 for the first fiscal year following the Commencement date, representing the annual operation and maintenance cost of the Facility when it operated as an independent wastewater treatment plant, prior to decommissioning and connecting to the WWTP. After that year, the Annual Facility Operating Cost shall be adjusted annually to reflect the rate of inflation or deflation, based on a rolling three-year average of the previous three years' Consumer Price Index or its successor.
2. "City Supplement for the Onteora Central School District Facility" or "City Supplement for Onteora" means the portion of the Sewer Use Fees assessed against Onteora that the City has agreed to pay, calculated in accordance with the procedures set forth herein.
3. "Sewer Use Fees" means any rents, charges, or other fees, excluding late fees or charges, assessed by the Municipality against Onteora.

Calculation of the City Supplement for the Onteora Central School District Facility

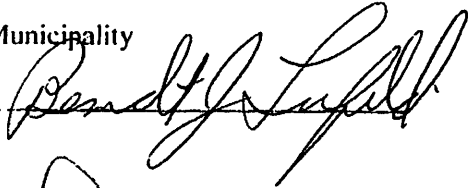
The City Supplement for Onteora shall be the difference, if any, between the annual Sewer Use Fees charged to Onteora by the Municipality and the Annual Facility Operating Cost.

V. The parties further agree that with the exception of the above amendments, all other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the *Acting* Commissioner of Department of Environmental Protection on behalf of the City and the authorized representative of the Town of Olive, have executed this Amendment, in triplicate, one part to be filed with the Comptroller of the City of New York, one part to be retained by the Department of Environmental Protection and one part to be delivered to the Town of Olive.

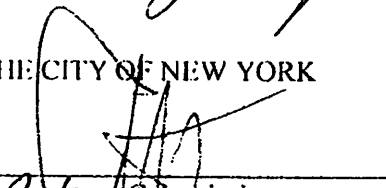
For the Municipality

BY:



For THE CITY OF NEW YORK

BY:


Acting Commissioner
New York City Department of Environmental Protection

Approved as to Form. Certified as to Legal Authority.

Steve Stein
Acting Corporation Counsel



Dated: AUG 11 2009, 20

ACKNOWLEDGEMENTS

STATE OF NEW YORK :
COUNTY OF Queens : ss.

On this 18 day of December, 2009 before me personally came Steven W. Lewis to me known, who being by me duly sworn did depose and say that he/she is the Acting Commissioner of the Department of Environmental Protection of the City of New York, the individual described herein and who executed the foregoing instrument, and that he/she signed her name thereto as authorized by said municipal corporation.

Melissa S. Siegel
Notary Public

MELISSA S. SIEGEL
Notary Public, State of New York
No. 02514232255
Qualified in Queens County
Commission Expires July 31, 2013

STATE OF NEW YORK :
COUNTY OF Ulster : ss.

On this 23rd day of Sept., 2009 before me personally came Brendt J. Liffell to me known, who, being by me duly sworn, did depose and say that he/she is the Supervisor of the Town of Otine, the corporation or partnership described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by the authority of said corporation or partnership.

Rosalie M. Burgher
Notary Public

ROSALIE M BURGHER
NOTARY PUBLIC, State of New York
Residing In and For Ulster County
Commission Expires October 31, 2010