

Prepared For:

Town of Stillwater
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Stillwater, NY 12170

Submitted by:

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Stillwater Town Board Capital Projects Report

JULY 10, 2024

PROJECT NO. 2240742- 2024 BASIC ENG. SERVICES

REPORTING PERIOD: JUNE 12, 2024- JULY 10, 2024

LONG RANGE PLANNING & TOWN WIDE INITIATIVES

Infrastructure Mapping

Engagement Agreement No: 2022-16 & 2022-17

LaBella Project No: TBA

Project Status: Active

Update:

(July 2024) No new information to report

Previously Reported:

(September 2023-June 2024) No new information to report.

This project is complete (Comp Plan & GEIS Mapping).

Action Item by Town:

- None at this time.

Saratoga Lake Route 9P LWRP

Update:

(July 2024) No new information to report.

Previously Reported:

(December 2023-June 2024) No new information to report.

(April 2021) This project is complete and closed out with the NYSDOS.

(April 2020-March 2021) No new information was reported.

(March 2020) Chazen recently worked with the NYSDOS representative on finalizing the grant closes out. We addressed NYSDOS request and completed the update project status form and provided some additional supporting material. NYSDOS indicated that they had everything to close the project out and to support the final reimbursement.

Action Items by Town:

- None at this time.

Saratoga Lake Water Quality Report DOS Grant/DEC Grant

Update:

(July 2024) The contract related to the Saratoga Lake Water Quality Study Implementation grant award, has been drafted and is now ready for review and execution by the Town.

Attached in Appendix A are the following:

- A file containing the proposed contract, step-by-step instructions and other associated documents.



- A status report template, to be completed showing the current status of tasks and target dates for completion of tasks.
- Instructions on completing the status report template.

Since there are various steps involved with submitting a successful contract package, the DOS offered to facilitate a contract pre-submission meeting. The purpose of this meeting would be to go over the contract package and submission requirements and discuss various key areas to assist you with successfully submitting the contract package for execution. LaBella can assist with coordinating the pre-submission meeting. We will also assist with submission before the 8/3/2024 deadline.

Previously Reported:

(March 2023 – June 2024) No new information to report.

(February 2023) The final report was revised to address DOS comments. LaBella is conducting final MWBE reporting and coordinating with DOS and the Town on the final payment request. LaBella will prepare a reimbursement request to DEC once paid by the Town, as the DEC program requires documentation of proof of payment.

(January 2023) Final report has been submitted to the Town. The project will be billed out in full on the next invoice. Final DOS and DEC reporting and payment/reimbursement requests are being prepared.

(December 2022) Final report to be submitted to the Town by January 9, 2023.

See last report of 2023 for project history back to June 2020.

Action Items by Town:

- Advise regarding our assistance with meeting coordination the with the DOS.

Stillwater Hudson River Waterfront Revitalization Plan

Update:

(July 2024) No new information to report.

Previously Reported:

(August 2023) This project is completed and closed out with the NYSDOS.

Action Items by Town:

- None at this time.

CDTC Stillwater Route 4/32 Rezoning Form Based Code

Update:

(July 2024) No new information to report.

Previously Reported:



(August 2023) This project is completed.

Action Items by Town:

- None at this time.

NYS Ag & Markets Transfer of Development Rights Program (TDR)

Engagement Agreement No: 2016-21 Update:

Chazen Project No: 31600.17 (July 2024) No new information to report.

LaBella Project No: CZ31600.17 Previously Reported:

Project Status: Active (December 2023-June 2024) No new information to report.

(November 2023) The Town confirmed receipt of payment from Ag & Markets.

(October 2023) LaBella prepared and submitted a payment request on behalf of the Town.

(September 2023) On August 30, 2023, Ag & Markets informed the Town that they were authorized to initiate the Interim Payment (\$9,750) for the TDR law. LaBella is currently preparing the payment request, which will be submitted to Ag & Markets in the next reporting period (September).

(August 2023) Matthew Rogers reached out to Lindsay Buck via email August 1, 2023, to determine if Ag. and Markets provided any comments regarding the June 22, 2023, submission. The Town has not received any response from Ag. and Markets. On August 2, Matthew recommended to Lindsay that the Town should reach out to Ag. and Markets for an update.

(July 2023) LaBella participated in a meeting with Ag & Markets and the Town on June 20, 23. LaBella revised the TDR law and Conservation Easement language to incorporate Ag & Markets feedback, which was submitted to Ag & Markets on June 22, 2023. Ag & Markets confirmed receipt and is currently reviewing the materials under the existing grant contract. This will be their final review of the documents, as the contract expired on June 30, 2023.

(June 2023) Opened the public hearing on May 18, 2023. The Town Board left the public hearing open and will resume on June 15, 2023. A draft Conservation Easement was prepared for NYS Ag. and Markets Review. Comments were received May 22, 2023, from NYS Ag. and Markets on the draft TDR Law, Map, and Conservation Easement. The TDR law and Map were revised per A&M comments and submitted on May 30, 2023. Saratoga Plan is now finalizing a revised draft Conservation Easement.

(May 2023) A draft TDR law was introduced to the Town Board on April 20, 2023. The Town Board scheduled a public hearing for May 18, 2023. Referrals were sent out by Lindsay Buck, including the draft law to NYS Ag. and Markets. Ag. and Markets has requested additional information which was provided May 1, 2023.

(April 2023) Draft TDR ordinance reviewed with Town Planning during March zoning meeting and subsequently revised. Schedule for completion and adoption prior to



6/30 grant expiration provided to Supervisor and Ag & Markets representative. Next TDR meeting scheduled for April 10.

(March 2023) Assisted with finalizing contract extension. Prepared draft TDR Ordinance and submitted to Town Planning.

(February 2023) During January 19 meeting with Town Planning decided on TDR approach. LaBella is preparing the draft TDR ordinance; draft will be provided to the Town Planning Department in February, and the Town Board will need to adopt the ordinance before June 30, 2023 (grant expiration date).

(January 2023) No new information to report.

Refer to last report of 2023 for project history back to January 2021.

Action Items by Town:

- None at this time.

Route 67 Business District

Engagement Agreement No: Update:

Chazen Project No:

Project Status: Complete (July 2024) No new information to report.

Previously Reported:

(January 2022 - June 2024) No new information was reported.

(December 2021) The zoning revisions will consider refining and expanding the area inclusive of the Stillwater Business Park.

The report was completed by Chazen on September 2017. Our recommendations include:

- Develop an Organizational Strategy & Secure Site Control
- Continue Infrastructure Improvements & Site Preparation Efforts
- Prepare a Generic Environmental Impact Statement for the Business Park
- Identify & Pursue Funding Opportunities

Refer to complete report for additional information.

Action Items by Town:

- None at this time.

Stillwater Brownfield Opportunity Area (BOA)

Update:

(July 2024) No new information to report.

Previously Reported:

(June 2024) LaBella prepared a 25% advance payment request (for \$50,000) on behalf of the Town, which was signed and submitted to NYSDOS for processing. The



next step will be to hold a Project Scoping/Kick-Off meeting between the Town, Village, and NYSDOS. This can be done at the Town and Village's convenience. See **Attachment A**.

(May 2024) It is our understanding that the Town has received their countersigned contract from DOS. Once the Town provides this information to LaBella, we can submit a 25% advance request on behalf of the Town. The next step will be setting up a Scoping meeting with the Town, Village, and DOS.

(February 2024-April 2024) No new information to report.

(January 2024) Work has begun on the engineers report for the water project. An official kick-off meeting will be scheduled for the larger project after the town receives their countersigned contract from DOS. LaBella will also prepare a 25% advance request for the Town at that time.

Action Items by Town:

- **Schedule scoping/kick-off meeting with Town, Village and NYSDOS.**

Stillwater Open Space Plan

Engagement Agreement No: Update:
14 – 2023 Open Space Plan

LaBella Project No:
2230805.12

(July 2024) LaBella prepared a draft Open Space plan map that was delivered to the Planning Department on 6/24/24. The Planning Department is reviewing and LaBella will be setting up a follow-up meeting with them to review before reconvening the committee for feedback.

Previously Reported:

(June 2024) LaBella will hold a second meeting with the Town and Village to review the final existing conditions mapping, review stakeholder feedback, and discuss next steps for the plan. LaBella is now advancing the draft Open Space plan, which will be shared with the Town and Village, once complete.

(May 2024) The Town provided comments on the existing conditions map, which LaBella incorporated. Saratoga PLAN also requested a meeting to discuss their ongoing efforts, which was held in April with Town Planning staff. LaBella has updated the mapping to incorporate their feedback and is now coordinating a second meeting with the Town & Village representatives to begin advancing recommendation development.

(April 2024) The Town provided comments on the draft existing conditions map. LaBella is updating the map to incorporate these comments and holding a final stakeholder outreach meeting with Saratoga PLAN on 4/9. The next steps will be to begin developing recommendations for Town review.

(March 2024) LaBella completed all stakeholder calls and is awaiting Town comments on the existing conditions map before finalizing and advancing to the recommendation development phase.



(February 2024) A kick-off meeting was held with Town and Village representatives and LaBella staff on 1/17 and a meeting summary was circulated. The Town is currently reviewing the draft existing conditions mapping; LaBella will update and finalize once comments are received. LaBella has initiated outreach to identified stakeholder organizations and will be holding individual stakeholder calls throughout February.

(January 2024) Initial work on existing conditions mapping has begun. On 12/20/23, LaBella reached out by email to schedule a project kick-off meeting with the Town and Village for early January.

Action Items by Town:

- Schedule follow-up meeting.

PLANNING/ZONING REGULATION UPDATES

Zoning Regulations

Route 67 Zoning

No new information to report.

Action Items by Town:

- None at this time.

Zoning Regulation Updates

See comprehensive plan, GEIS, and zoning update below.

Action Items by Town:

- None at this time.

Subdivision Regulations

Subdivision Standards, Updates

Updates shall be considered following updates to Town Zoning.

Action Items by Town:

- None at this time.

Highway and Drainage Standards, Updates

Updates shall be considered in concert with Subdivision Regulation updates.

Action Items by Town:

- None at this time.

Zoning Map Update

Zoning Map

Mapping updates to be considered annually and coordinated through the Planning Department.



Action Items by Town:

- None at this time.

Proposed Local Laws

Alternative Energy Law

No new information to report.

Electric Signs

No new information to report.

Drainage District

No new information to report.

Stormwater Management

No new information to report.

Cemetery Protection

No new information to report.

Sediment and Erosion Control

No new information to report.

Sidewalk Maintenance

No new information to report.

Outdoor Wood Boiler

No new information to report.

Action Items by Town:

- None at this time.

Other Town Regulations / Standards

Engagement Agreement No: Comprehensive Plan, GEIS, and Zoning Update
12 – 2022 Zoning Code
Updates

Update:

LaBella Project No: (July 2024) No new information to report.

2220709. 12

Previously Reported:

(May 2024-June 2024) No new information to report.



(April 2024) LaBella and the Town met on March 18, 2024 and reviewed the Draft Use Table. General consensus was achieved on the listing of uses in the new districts. LaBella is to reduce the number of redundant/dated uses and make similar adjustments to definitions. The Town has revised sections for review including Site Plan, Special Use, and PDD. The Town is working to edit Environmental Performance Standards. LaBella will share a revised definition of wetlands.

(March 2024) No new information to report.

(February 2024) The town provided a working draft of the definitions update and is currently reviewing several other sections of the zoning code update that were prepared by LaBella in the fall. LaBella will be meeting with the town via teleconference on 02/05/24 to review the status of project deliverables and discuss next steps.

(January 2024) No new information to report.

(December 2023) Labella and the Town met (teleconference) on November 29, 2023, to review work product status. The Town is currently reviewing definitions and draft sections provided by LaBella.

(November 2023) An updated zoning map depicting parcels that are still split zoned was provided to the Town on October 10, 2023. Draft revised sections of Site Plan, Special Use Permit, and Cluster/Conservation Subdivision were provided to the Town on October 16, 2023. The Town and LaBella are meeting November 2, 2023 to review

(October 2023) LaBella held a meeting with Lindsay Buck, Paul Male, and Judy Zeno on 9/27 to review the status of current deliverables and discuss process and schedule moving forward. LaBella is currently preparing an updated zoning map, PDD regulation, SUP and Site Plan review regulations, cluster/conservation subdivision regulation, and definitions. Town Planning is currently preparing input on other items, which they will be providing by October 16th. A follow-up meeting will be scheduled to review these deliverables.

(September 2023) Awaiting response from the Town on restarting the Zoning Update.

(August 2023) Matthew Rogers provided a revised deliverable schedule for the Zoning Update Project to Lindsay Buck via email on July 17, 2023. Matthew followed up with Lindsay on August 1st via email seeking an update regarding next steps for the project. Lindsay indicated that there has been some follow-up internal discussions but that no concreted decisions have been made to date.

(July 2023) On May 31, 2023, the Town Planning staff advised LaBella to halt all work on the zoning updates until the scope and schedule for deliverables moving forward could be updated. LaBella attended a meeting with the Town Planning staff and Supervisor on June 21, 2023 to review the current status of the zoning updates, schedule, and next steps. Zoning update is on hold. LaBella to provide an updated schedule of future zoning deliverable by July 14, 2023.



(June 2023) Met with the Town on May 10, 2023 (Meeting #13) to review draft Definition edits and the Allowable Use Table. Next meeting scheduled for June 15, 2023, to continue review of the draft Definitions and Allowable Use Table.

(May 2023) Met on April 10, 2023, to review the revised draft TDR law. Conducted Meeting #12 on April 13, 2023, to review the updated schedule and TDR Law. Meeting #13 is scheduled for May 17, 2023, at 10am to review the revised definitions and begin updates to the Schedule of Uses.

(April 2023) Held Meeting #11 on March 7, 2023 to review updated Zoning Map, draft TDR ordinance, and Site Plan and SUP revisions. Provided updated Chapter 210 outline and schedule, TRD law, and zoning map the week of March 27th. Zoning Meeting #12 scheduled for April 13.

(March 2023) Prepared Draft #1 of the TDR law, Draft #1 updated Site Plan regulations, Draft #2 District Purpose Statement, and revised Zoning Map Amendments. Draft #1 of Special Use Law to be provided by February 28, 2023. Draft Definitions to be provided by Friday, March 3, 2023, Meeting #11 scheduled for March 7, 2023.

(February 2023) Conducted Meeting #10 on January 19 to review draft Zoning District Purpose Statements, revised Zoning Map, and revised project schedule. Our next meeting is scheduled for March 7 and will focus on updated Purpose Statements, finalized Draft Zoning Map, Definitions, Site Plan and SUP revisions, and Use and Bulk Tables as time permits.

(January 2023) In preparation of the January 19, 2023, meeting, a revised project schedule will be prepared, along with the revised Zoning Map.

Please refer to the February 2024 report for previously reported summaries.

Action Items by Town:

- Continue to provide additional reviews of other code sections.

Floodplain Development Regulations

No new information to report.

Previously Reported:

Chazen to follow up with the Town during Capital Projects to understand if worksheets were submitted to be involved.

Chazen attended the FEMA/DHSES Hudson-Hoosic Workshop: Stillwater should participate in the Saratoga County Hazard Mitigation Plan, worksheets due December.

The Town has proposed changes to its floodplain ordinance to streamline the review process for residential uses. Chazen has prepared the required SEQRA documents for the Town's submittal to Saratoga County Planning. The Town's Planner has



indicated there was a need for the Department to review the proposed local law prior to sending to the County.

Action Items by Town:

- None at this time.

Mobile Homes & Mobile Home Parks

No new information to report.

Action Items by Town:

- None at this time.

WWDS Regulations

No new information to report.

Action Items by Town:

- None at this time.

Transfer of Development Rights (TDR) Review & Strategy

No new information to report.

Action Items by Town:

- None at this time.

GRANT OPPORTUNITIES, APPLICATIONS, PENDING

Grant Support

Engagement Agreement No:
8 – 2024 Grant Screening,
Application and
Administration Services

LaBella Project No:
2240742.07

Update:

(July 2024) Refer to grant status summary table **Attachment B**. LaBella included three Grant Funding Preparedness recommendations in our May 30, 2024 "2024 Funding Opportunities for Town Priorities" memorandum: Clean Energy Communities, Pro Housing Communities, and Climate Smart Communities certification. Please provide feedback on these recommendations and if the Town is interested in seeking any of these grant competitiveness certifications by July 12th.

Previously Reported:

(June 2024) Refer to grant status summary table **Attachment B**.

(April 2024-May 2024) Refer to **grant status summary table Attachment A-1**. See also recent submissions made on behalf of the Town, **Attachment A-2**.

(November 2023-March 2024) Refer to grant status summary table **Attachment A**.

(October 2023) LaBella prepared a summary table to assist with more clearly tracking the status of awarded grants and grant applications, which is attached to this report, see **Attachment A**. OPRHP sent the Town an official notice of the close-



out of the Riverside Trail grant contract and is not requiring that the Town reimburse OPRHP for funds previously disbursed. OPRHP recommended seeking funding for NYSDOT to complete the project. NYSDOT just announced the next round of TAP-CMAQ funding, with applications due in January. NYSDOS also provided an update to the Town that the BOA contract documents were complete and will be sending a counter-signed contract within two months. Once the countersigned contract is received, we will assist the Town with requesting a 25% advance payment.

(September 2023) LaBella assisted the Town with the review and completion of the BOA Nomination DOS contract, which was submitted to DOS on 8/31. LaBella also assisted the Town with a contract modification form for the completed Saratoga Lake Water Quality Study, which was submitted to DOS. LaBella is also currently completing the Ag & Markets payment request (noted above).

(August 2023) LaBella completed and submitted an LWRP funding request for \$64,575 on behalf of the Town to design and construct rain gardens and educational signage at Brown's Beach and Glen Hollow Park. LaBella researched DOT's new funding programs and provided a summary to the Supervisor. LaBella will be further reviewing the DOT Technical Assistance to Rural Communities program and will coordinate with the Town on next steps. The Town also just received their draft BOA contract from NYSDOS. LaBella will assist in reviewing and preparing the necessary documentation to finalize the contract so work can begin on this project. The work will set the Town up to be in a good position to submit a WIIA application for Phase 3 of the water project next year.

(July 2023) LaBella coordinated with the Town Planning staff on the scope of the LWRP funding request and is currently preparing the grant application. LaBella will be providing a draft resolution of support for the Town Board's July meeting. At the Riverside Trail OPRHP meeting, OPRHP suggested submitting a TAP grant application to complete the remaining trail link. LaBella is reviewing materials and will assist the Town in submitting this grant application.

(June 2023) LaBella completed MWBE reporting to close out the LWRP funding for the Saratoga Lake water quality project, coordinated with the Town to prepare and submit the Hudson River Valley Greenway Grant MOU, and coordinated with the Town and OPRHP regarding the current status and next steps for the Riverside Trail project. LaBella researched additional grant opportunities and participated in a 2023 CFA grant funding meeting with the Town Planning staff. The Town Planning staff identified implementing the 2022 Saratoga Lake Water Quality Study stormwater runoff/rain garden projects and educational signage. This project could be funded through LWRP Implementation funding. The Town will need to decide on final priorities for the 2023 CFA funding cycle, as applications are due on July 28, 2023.

(May 2023) LaBella reviewed current infrastructure priority projects against the criteria for the WIIA program (new funding cycle announced in April). The Phase 3 water project and Route 4 sewer project are not at a stage where they would meet the eligibility requirements. The Phase 3 water project could be a good fit for next year after additional work is advanced through the BOA Nomination process. LaBella completed required MWBE reporting for the LWRP Saratoga Lake project. LaBella has a meeting with the Town Planner on May 4, 2023 to discuss potential 2023



CFAs. LaBella will review priority projects and identify potential grant funding programs in anticipation of the 2023 CFA announcement.

(April 2023) Hudson River Valley Greenway Grant application for the joint Town/Village Open Space/Passive Recreation Plan was awarded. Currently preparing NYSDEC close-out report for the Saratoga Lake water quality study.

(March 2023) Submitted Hudson River Valley Greenway Grant application for joint Town/Village Open Space/Recreation Plan. Assisted with NYSDOS coordination to confirm sole source procurement approach for the joint Town/Village BOA Nomination. Submitted reimbursement request for NYSDEC-funded portion of the Saratoga Lake water quality study. Completed required MWBE reporting for the NYSDOS-funded portion of the Saratoga Lake water quality study. Researched USDA funding opportunities for the Town.

(February 2023) LaBella is preparing a Hudson River Valley Greenway Grant application (due February 3, 2023) to fund a joint Town/Village Open Space/Recreation Plan. The total grant request is \$30,000, with a \$30,000 match. LaBella is coordinating with the Town to initiate work on the BOA Plan. LaBella is meeting with Tracey Clothier on February 2, 2023, to discuss next steps on the grant funded Bemis Heights trail.

(January 2023) LaBella prepared the CDTC Route 9P Corridor study funding request. The project, if awarded, will be a joint project with the Town of Saratoga. The CDTC has listed the project for consideration on their FY23 UPWP. Announcement still pending. On December 29, 2022, the State announced that Stillwater was awarded \$200,000 to fund the BOA Plan, which will include \$75,000 in funding to advance engineering of the Riverside neighborhood water infrastructure improvements. This is also a joint application, with the Village of Stillwater.

Please refer to the February 2024 report for previously reported summaries.

Action Items by Town:

- Refer to summary table in Attachment B. Town provide feedback on recommendations and interest in seeking grant competitiveness certifications by July 12, 2024.

Completed Grant Opportunities

Hudson River Valley Greenway 2012 Conservancy Small Grant Program

This project has been completed.

Action Items by Town:

- None at this time.

Stillwater Brownfield Opportunity Area (BOA)

This project has been completed.

Action Items by Town:

- None at this time.



MS4 Compliance Support

Engagement Agreement No: Update:

6 – 2024 MS4 Program On-
Call Technical Support
Services

(July 2024) No new information to report.

Previously reported:

LaBella Project No:
2240742.07

(July 2019-June 2024) No new information to report.

(June 2019) Chazen is evaluating the potential for a grant application (CFA-WQIP) that will support MS4 mapping of the storm water system.

The MS4 committee met on July 7, 2016, led by Lindsay Zepko. The Town (and the Village) are on track for adoption of local laws relating to stormwater management and illicit discharges.

Chazen participated in a MS4 Program Kick-Off meeting scheduled and administered by the Town's MS4 coordinator, Lindsay Zepko on November 17, 2015. The agenda included a discussion regarding: annual reporting, adoption of local laws, construction sites, good housekeeping, mapping of Town outfalls/watersheds, drainage districts, maintenance agreements, and stormwater committee (advisory) meetings. The Committee will be meeting annually and items above discussed during Capital Projects.

Action Items by Town:

- None at this time

WATER SYSTEMS

Saratoga County Water Authority Connection/Consolidated Water District No. 6 Town of Stillwater SCWA Connection

Engagement Agreement No: Update:

Chazen Project No:
31000.12

LaBella Project No:
CZ31000.12

Project Status: Active

(July 2024) The SCWA agreement has a 10-year term from the effective date. The date of execution is 07/23/15. As such the contract expires next year and the Town may consider certain terms in advance. It may be prudent to assess current demands and commitments via "approved supply/service requests" relating to projects approved by the Town Planning Board. The last assessment was completed in September 2021 (refer to Chazen letter summarizing system demands).

Previously Reported:

(April 2024-June 2024) No new information to report.

(February 2024) Our office will prepare a proposal to support A 5-Year (Plus) Tank Inspection of the Water District Tank. See also, **Attachment B**.

(July-January 2024) No new information to report.



(January 2022) Our office received a response from the SCWA regarding additional system demands. See attachment A. See also related information under Misc. Information.

(November 2021) The Town recently summarized the current and projected water demands based on development projects currently under review or approved by the Town's Planning Department. Based on the current and projected demands the Town has requested confirmation from the SCWA that there is sufficient capacity to meet the Town's needs for water supply. This correspondence is provided as Attachment A. The correspondence recommending the minimum purchase obligation be revised from 198,600 gpd to 800,000 gpd is provided as Attachment B.

(July-August 2021) Information regarding SCWA system demands summarized and provided to the Town. Town to include anticipated demands for approved projects not yet built to define new total supply demand for SCWA agreement amendment.

(June 2021) Chazen has coordinated with Emmons pump to evaluate size and cost of a booster pump station at the Cordero Boulevard tank site. Chazen has also coordinated with SWS to evaluate feasibility and cost for providing an emergency interconnection between the Town and SWS water systems. These alternatives will be presented in more detail in the Engineer's Report. The report is being finalized and will be submitted to the Town for review and comment.

(May 2021) Chazen has contacted Saratoga Water Services for information on their system and the feasibility of providing an emergency backup connection and is awaiting their response. Chazen contacted the County for information on their current operating range of the tank on Cordero Boulevard. Based on the feedback from the County, Chazen recommends floating the George Thompson tank elevation off of the County tank, to reduce nuisance alarms at the Town. More detailed information will be provided in a memo to the Town. The full Engineer's Report presenting all options will be submitted to the Town once finalized.

(April 2021) Chazen is preparing the Engineer's Report for the recommended water system improvements. Chazen will provide a draft report to the Town for review and comment when completed.

(March 2021) Chazen understands that the Town has recently reported that the 1-MG storage tank on George Thompson Road has not been maintaining desired operating levels due to the operating range currently being used by the SCWA at its tank on Cordero Boulevard. Chazen is performing an alternative analysis for maintaining the desired operating level in the George Thompson Road water tank and will present findings and provide recommendations for water system improvements in an Engineer's Report.

Please refer to the September 2020 report for previously reported summaries.

Action Items by Town:

- **Town to review the 10-year SCWA agreement executed on 07/23/15, consider certain terms in advance of expiration date. Look at updating committed service versus capacity.**



Water District No. 6 Extension 1- Kings Isle

Engagement Agreement No: Update:

Chazen Project No:

31500.05

(July 2024) No new information to report.

LaBella Project No:

CZ31500.05

Previously Reported:

Project Status: Active

(April 2024-June 2024) No new information was reported.

Our office has been assisting with County records clarification regarding mapping and formation.

Please refer to the September 2020 report for previously reported summaries.

Action Items by Town:

- None at this time.

Water District No. 6 Extension 2- Kings Isle

Engagement Agreement No: Update:

Chazen Project No:

LaBella Project No:

Project Status: Active

(July 2024) No new information to report.

Previously Reported:

(August 2023-June 2024) No information was reported.

Our office has been assisting with County records clarification regarding mapping and formation.

(April 2021) Chazen prepared a MPR for Water District 6 Ext #2 and provided to the Town for review and comment. A Public Hearing has been scheduled.

Action Items by Town:

- None at this time.

Water District No. 6 Extension 3- Map, Plan & Report

Engagement Agreement No: Update:

Chazen Project No:

LaBella Project No:

Project Status: Active

(July 2024) No new information to report.

Previously Reported:

(August 2023-June 2024) No new information was reported.

Our office has been assisting with County records clarification regarding mapping and formation.

(December 2021) A Public Hearing has been scheduled.



(November 2021) Chazen is finalizing the Map, Plan, and Report for Water District #6 Ext #3. A draft copy will be provided for the Town and Town Attorney's review the week of November 15th.

Action Items by Town:

- None at this time.

Water District No. 6 Extension 4- Map, Plan & Report Kings Isle East

Engagement Agreement No: Update:

Chazen Project No:

LaBella Project No:

Project Status: Active

(July 2024) No new information to report.

Previously Reported:

(October 2023 – June 2024) No new information to report.

(September 2023) LaBella finalized the MPR and a public hearing was held on July 20th. The Town Board acted on SEQR and accepted the proposed extension.

(August 2023) Public hearing and action completed at last Town Board meeting.

(July 2023) The MPR is completed, and a public hearing is scheduled.

(June 2023) LaBella is assisting with the preparation of Map, Plan and Report (MPR) to support the extension based upon the plan and engineers report provided by the Town and prepared by the applicant. We will provide the MPR once completed for action by the Town Board.

(May 2023) LaBella is assisting with the preparation of Map, Plan and Report (MPR) to support the extension based upon the plan and engineers report provided by the Town and prepared by the applicant. We will provide the MPR once completed for action by the Town Board.

(April 2023) LaBella will assist with the preparation of map, plan and report to support the extension once the project is conditionally approved, and final plan and engineers report are available.

(March 2023) LaBella will assist with the preparation of map, plan and report to support the extension once the project is conditionally approved, and final plan and engineers report are available.

(February 2023) LaBella will assist with the preparation of map, plan and report to support the extension once the project is conditionally approved, and final plan and engineers report are available.

(December 2022-January 2023) No new information to report.

(November 2022) LaBella will assist with the preparation of map, plan and report to support the extension once the project is conditionally approved, and final plan and engineers report are available.



(October 2022) LaBella will assist with the preparation of map, plan and report to support the extension once the project is conditionally approved, and final plan and engineers report are available.

Action Items by Town:

- None at this time.

Water District #6 Extension 5– Map, Plan & Report Farley Road Estates

Engagement Agreement No: Update:

Chazen Project No:

LaBella Project No:

Project Status: Active

(July 2024) LaBella will assist with the preparation of map, plan and report to support the extension once the project is conditionally approved, and final plan and engineers report are available.

Previously Reported:

(January 2024) LaBella will assist with the preparation of map, plan and report to support the extension once the project is conditionally approved, and final plan and engineers report are available.

(June- December 2023) LaBella will assist with the preparation of map, plan and report to support the extension once the project is conditionally approved, and final plan and engineers report are available.

Action Items by Town:

- Furnish approved plans and water report when available to advance the MPR.

Annual Water Quality Report (AWQR)

Engagement Agreement No: Update:

9 – 2024 Annual Water
Quality Report

(July 2024) No new information to report.

LaBella Project No:
2240742.08

Previously Reported:

(June 2024) LaBella submitted final AWQR information. Assignment is complete see **Attachment C**.

(May 2024) LaBella submitted final AWQR information. Assignment is complete see **Attachment B**.

(April 2024) LaBella has submitted a draft AWQR including information received from SCWA to the DOH for review, see **Attachment B**. LaBella received minor comments from NYSDOH on April 9, 2024. We will address and submit for final approval.

(March 2024) LaBella has submitted a draft AWQR to the DOH for review, see **Attachment B**.

(February 2024) LaBella is finalizing the draft AWQR and will submit to DOH for review upon completion.



(January 2024) No new information to report.

(June – December 2023) No new information to report.

(May 2023) AWQR has been submitted to DOH for review. A copy is included in **Attachment A**.

(April 2023) LaBella is finalizing the draft AWQR and will submit to DOH for review upon completion.

(September 2022- March 2023) No new information was reported.

(August 2022) Completed and submitted, copy of the report included as Attachment A.

(July 2022) No new information was reported.

Action Items by Town:

- **None at this time.**

Stillwater-Malta Water Supply Project

Engagement Agreement: n/a Update:

Chazen Project No: n/a

LaBella Project No: N/A

Project Status: Active

(July 2024) No new information to report.

Previously Reported:

(April 2021 - June 2024) No new information to report. Project is suspended.

(March 2020) Malta Residents voted to strike down the proposed water district. As such this project has been suspended.

Action Items by Town:

- **None at this time.**

Malta WD – Stillwater Service Area

Update:

(July 2024) The Town to discuss approach at the next Capital Projects meeting (note Malta referendum on July 1, 2024).

Previously Report:

(June 2024) A meeting is scheduled with the Town of Board on June 18, 2024 to discuss the IMA for SWS customers in the Town of Stillwater that would be serviced by Malta with the ownership transition.

(May 2024) Status to be reported at Capital Projects meeting.

Action Items by Town:

- **Discuss approach at Capital Projects Meeting.**



Water Regulations

LaBella Project No:
2220709.17

Specifications and Standards

Update:

(July 2024) No new information to report.

Previously Reported:

(December 2022- June 2024) No new information to report.

(November 2022) The updated standards and details were adopted by the town at the first town board meeting.

(October 2022) LaBella has completed updating the Town's Water Distribution System Standards and Details. They have been reviewed by the Town Water Department. Updated standards and details are provided as **Attachment A**.

Lawn Sprinkling and Irrigation System

No new information to report.

Action Items by Town:

- **None at this time.**

Public Water Connection Requirement

No new information to report.

Action Items by Town:

- **None at this time.**

Future Service Areas- Long Range Planning

Water District Map, Plan and Report (SMSI)

No new information to report.

Action Items by Town:

- **None at this time.**

Map, Plan, & Report (Town - Wide)

No new information to report.

Action Items by Town:

- **None at this time.**

West Street Water Line Replacement

This project has been completed.

Previously Reported:



(May-September 2021) No new information was reported.

Action Items by Town:

- **None at this time.**

East Street Waterline Replacement

Engagement Agreement No: Update:
13 – 2022 East Street
Waterline

(July 2024) No new information to report.

LaBella Project No:
2220709.10

Previously Reported:

(November 2023) Project is complete.

See last report of 2023 for project history back to November 2022.

Action Items by Town:

- **None at this time.**

Route 4 and Side Street Waterline Replacement

Engagement Agreement No: Update:
Chazen Project No:
LaBella Project No: TBA
Project Status: Active

(July 2024) LaBella has completed the water system map. A copy is included as **Attachment B**.

Previously Reported:

(June 2024) LaBella is compiling a water system map for the Town to indicate where all asbestos pipe remains within the water system. These portions of water main will be added to the Phase 3 scope. As an amendment/ Add alternate. To be discussed further during Capital Projects meeting.

(May 2024) The Phase III Water Study Report has been submitted to DOH to be listed on the Drinking Water State Revolving Fund Intended Use Plan. See **Attachment C**, which includes the Water Report, IUP Project Listing Form, and Smart Growth Assessment Form, respectively.

(April 2024) See **Attachment A-1** for funding request submitted on behalf of the Town.

(March 2024) A draft report has been completed and we are looking at options for project grants and financing.

(February 2024) A Draft Phase III Water Study has been developed. A copy is included in **Attachment C** for review.

(January 2024) The Phase III Water Study is being developed. Our office will provide a draft for review when completed.

(December 2023) No new information to report.



(November 2023) The Phase III Water Study is being developed. Our office will provide a draft for review when completed.

(October 2023) The town has authorized the advancement of the BOA project. A kick-off meeting has initiated the Phase III (Final Phase) Water Study.

(September 2023) With the award of the BOA Grant, a study can be advanced to position the Town for future infrastructure funding. An engagement agreement has been provided to advance this.

(August 2023) With the award of the BOA Grant, a study can be advanced to position the Town for future infrastructure funding.

(July 2023) No new information to report.

See last report of 2023 for project history back to February 2022.

Action Items by Town:

- **None at this time.**

George Thompson Tank

Engagement Agreement No: 11- 2024 George Thompson Tank

Update:

(July 2024) The tank inspection has been completed. A final report will be submitted to the Town when complete.

LaBella Project No: 2240742.10

Previously Reported:

(June 2024) The tank inspection has been rescheduled. Planned to be completed on June 20th.

(May 2024) The tank inspection is re-scheduled from the week of May 6th to a new date to be determined.

(April 2024) The tank inspection contract has been signed and returned to the subcontractor Tank Industry Consultants (TIC). They are looking at their schedule and going to provide a proposed start date.

(March 2024) Our office was authorized on March 7, 2024 to proceed. We are coordinating the tank inspection with our sub-consultant and will advise the Town ASAP.

Action Items by Town:

- **Plan for future water tank maintenance.**

Water Service Inquires- Town Consolidated Water District #6

Engagement Agreement No: No new information to report.

Chazen Project No:

LaBella Project No: TBA

Project Status: Active

Action Items by Town:

- **None at this time.**



Water Service Inquires- Village Transmission Main
No new information to report.

Action Items by Town:

- None at this time.

Intermunicipal Agreement – Malta Water District
No new information to report.

Action Items by Town:

- None at this time.

SANITARY SEWER SYSTEMS

Town Sewer Districts

Castle Cliff Sewer District #1

No new information to report.

Sewer District #2

As requested, our office is searching project files in archives in support of dedication documentation (e.g. dedication to SCSD #1).

Sewer District #3

As requested, our office is searching project files in archives in support of dedication documentation (e.g. dedication to SCSD #1).

Sewer District #4

As requested, our office is searching project files in archives in support of dedication documentation (e.g. dedication to SCSD #1).

Action Items by Town:

- Review information for SD #2, SD #3 and SD #4 at the Capital Projects meeting; Town Attorney updates.

Route 4 Sewer District MPR

Update:

(July 2024) Dated report provided for discussion with EFC. Supervisor to report.

Previously Reported:

(June 2023- June 2024) No new information to report.

(March– May 2023) LaBella has submitted the revised MPR and SEQR documents based on Town comments. The Town will hold a Public Hearing prior to acceptance of the Sewer District by the Town board.



(February 2023) LaBella has submitted the revised MPR and SEQR documents based on Town comments. The Town will hold a Public Hearing prior to acceptance of the Sewer District by the Town board.

(January 2023) LaBella has submitted the revised MPR and SEQR documents based on Town comments. The Town will hold a Public Hearing prior to acceptance of the Sewer District by the Town board.

(December 2022) A draft MPR and SEQR documents were submitted and reviewed by the Town. A revised document is provided as **Attachment A**.

(November 2022) LaBella is finalizing a draft MPR and SEQR documents. These will be provided for review by the Town upon completion.

(October 2022) LaBella is progressing with the report and preparation of SEQR documents. LaBella will provide a draft to the Town for review upon completion.

(September 2022) No new information was reported.

(August 2022) The Town has authorized LaBella's Engagement Agreement #19 to prepare a Map, Plan and Report for the Route 4 Sewer District. LaBella will provide a draft MPR to the Town for review upon completion.

(July 2022) LaBella has provided the Town with an updated Alternatives Analysis, Proposal and Engagement Agreement to prepare a Map, Plan and Report for the Route 4 Sewer District.

(June 2022) LaBella is updating the Alternatives Analysis to remove the third scenario with the Bocrest PDD developer as a feasible option. LaBella will provide the revised report with updated costs for the first two options and outline next steps for the Town's review/approval.

(May 2022) LaBella awaits direction from the Town regarding selection of alternative. Once selected a Map, Plan and Report can be prepared for considered by the Town Board.

(September 2021-April 2022) No new information was reported.

(August 2021) Chazen provided a concept design plan to the Bocrest PDD developer's engineer showing the proposed sewer connection from the Bocrest PDD pump station to the Riverside I pump station, provided as Attachment B in the August report. Chazen will continue to work with the developer's engineer and the Town to pursue the development's connection to the Route 4 sewer system.

(July 2021) Chazen met with representatives from the Town Building & Planning Department as well as the engineer for the Bocrest PDD. The general discussion revolved around the potential for the Bocrest development to provide a public benefit via a connection to the new Route 4 sewer district. The intent would be for the Bocrest contractor to install sewer from the development east to Route 4 and south to the SCSD Riverside I pump station. This infrastructure could then be extended north by the Town. The engineers for the developer indicated that timing is critical for this project and that they already have a design to send sewage west to



the Gurba II pump station. However, they did not object to the idea of the public benefit and alternative connection. Chazen is providing follow-up information to the developer's engineer and will continue to pursue the development's connection to the Route 4 system.

(November 2020-June 2021) No new information was reported.

(October 2020) Chazen has advanced three concepts for extending sewers along the Route 4 corridor. Chazen has also evaluated the existing available capacity of the Riverside II pump station to accept the additional flows from each proposed service area. Chazen will present these options, including estimated benefit units, and estimated project costs for each concept at the next Capital Projects Meeting.

Action Items by Town:

- None at this time.

Saratoga County Sewer District

Pan Am Bridge Sewer Crossing

No new information to report.

Action Items by Town:

- None at this time.

Sewer Regulations

Specifications and Standards

No new information to report.

Action Items by Town:

- None at this time.

Future Service Areas- Long Range Planning

Viall Avenue Sewer District – Concept Sewer District

(July 2024) No new information to report.

Previously Reported:

(April 2024-June 2024) Town to provide update of SCSD #1 findings at this Capital Projects meeting.

(June 2021- March 2024) No new information was reported.

(May 2021) The Town is considering a new area on Viall Avenue that is currently served by an un-approved system connected to SCSD #1 sewers.

Action Items by Town:

- None at this time.

New York State Route 67 – Concept Sewer District



No new information to report.

Action Items by Town:

- None at this time.

GIS Utility Mapping

LaBella Project No:
2220709.16

Update:

(July 2024) No new information to report.

Previously Reported:

(November 2022) The assignment has been completed.

(October 2022) LaBella has reviewed the mapping with the Town Water Department staff and trained staff on the operation of the GIS online software. LaBella is available to support the Town as needed for future GIS mapping projects. The online map has been uploaded to the Town's GIS account for their use.

(September 2022) The mapping is substantially complete. We are coordinating an informational meeting with the Town Water Department staff to review the map and make any final adjustments. We will also provide training on using the GIS online software.

(August 2022) LaBella has completed the field work for the GIS utility mapping and will provide a draft to the Town for review prior to finalizing. LaBella will also reach out to Town staff to coordinate a training session.

(July 2022) LaBella has initiated office work on the GIS project. We anticipate mobilizing into the field early/mid-July and will coordinate field work with the Town.

(June 2022) LaBella intends on initiating office work on the GIS project early June with mobilization into the field mid-June. We will coordinate with the Town on anticipated field dates. It is anticipated that the Town Water Department will provide a staff member to assist with locating assets in the field.

(May 2022) The Town approved LaBella's proposal for professional services. We are currently setting up the internal components of the project and will coordinate a kick-off meeting with the Town in the upcoming weeks.

(April 2022) LaBella is preparing a proposal to assist the Town with creating a Town wide GIS map for the water and sanitary sewer services. LaBella will utilize ESRI online mapping software to create a web-based GIS map of the Town water and sewer system.

Action Items by Town:

- None at this time.

HIGHWAY / DRAINAGE SYSTEMS



Engagement Agreement No:
6 – 2023 Highway
Department On-Call Support
Services

LaBella will provide on-call support to the Highway departments as needed. Support can include survey and engineering services related to public infrastructure.

LaBella Project No:
2230805.04

Capital Projects

Engagement Agreement No:
N/A

LaBella Project No:
2230805.04

Project Status: Active

Action Items by Town:

- None at this time.

Lohnes Road Culvert Failure:

Update:

(July 2024) No new information to report.

Previously Reported:

(September 2023): Work has been suspended until funding can be secured.

(August 2023) On July 16, 2023 the Lohnes Road Culvert failed and washed out during a heavy storm event. Town Supervisor Kinowski contacted Jessica Brown at LaBella on July 16th. On July 18th, Jessica Brown met on-site with Highway Supervisor Matt Harris, Saratoga National Historic Park (SNHP) Superintendent Leslie Morlock and Barbara Beall of LaBella to discuss steps to advance design of (a) replacement structure that would meet permitting conditions and minimize impacts on adjacent federal Parklands. Subsequently, LaBella has a) completed boundary and topographic survey for the culvert and adjacent properties including the National Park and the downstream double barrel culvert conveying flow under Saratoga National Battlefield Road; and (b) has completed a permitting review outlining engineering design requirements to meet a federal Nationwide Permit 3 and a NYSDEC Region 5 General Permit for replacement (that information has been forwarded to Town Supervisor Kinowski). During the survey, LaBella Surveyors reviewed the conditions at the downstream double barrel culvert and did not observe damage; it would be appropriate to reach out to Superintendent Leslie Morlock to determine if SNHP has also reviewed the double barrel culvert conditions. We also understand that Town Supervisor Kinowski has been coordinating with Leslie Morlock on potential funding opportunities.

A detailed Hydraulic Analysis and Engineering Design is was initiated. Once developed, the 30% designs will be circulated to the Town and Leslie Morlock at SNHP for review and comment. Based on preliminary hydraulic modeling, it is anticipated that a bridge would be needed at this location. LaBella has coordinated with Contech to obtain preliminary cost estimate, which will be shared with the Town upon receipt.

Action Items by Town:

- None at this time.

Engagement Agreement No:
N/A

Chazen Project No:
30601.18

Cold Springs Road Improvement Project Contract No. 2:

Update:



LaBella Project No:
CZ30601.18
Project Status: Active

(July 2024) No new information to report.

Previously Reported:

(February 2024) Our office is supporting the Town to respond to the NYS ESD request for additional information requested to close out the project.

(December 2023) LaBella has submitted the final paperwork and project can be closed out.

See last report of 2023 for project history back to January 2020.

Action Items by Town:

- **None at this time.**

Road / Drainage Regulations

Specifications and Standards

Update:

(July 2024) No new information to report.

Previously Reported:

(August 2022- June 2024) No new information was reported.

(July 2022) The Town is interested in adding a new roadway cross section that includes a walking/bike lane directly adjacent to the travel lane on one side of the road. We recommend that this be discussed in the next capital projects meeting and subsequently, Chazen can create a new cross section detail to add to the standards, if and as requested by the Town.

Action Items by Town:

- **None at this time.**

Road and Drainage Conveyance

Saratoga Pointe (Richard Disarro)-Lakepointe Way

No new information to report.

Previously reported:

(June 2020) Chazen revised and reissued our LOC estimate on May 21st for the project, following receipt of additional as-built information from the Town and additional information from the Highway Superintendent. We are prepared to continue assisting the Town if and as needed and await further direction from the Town.

(May 2020) The project sponsor recently provided comments on the estimate our office provided for the LOC associated with roadways in what is being called, Phase



IIA. We are currently reviewing those comments and will revise the estimate if and as appropriate.

(April 2020) Chazen recently provided the Town with an estimate for a LOC for the proposed Phase II roadway conveyance for the subdivision. We are prepared to continue assisting the Town if and as needed and await further direction from the Town.

(February 2020-March 2020) No new information to report.

Action Item by Town:

- **None at this time.**

Gurba Drainage Improvements

Engagement Agreement No: Update:
10 – 2022 Gurba Drainage
Study

(July 2024) No new information to report.

LaBella Project No:
2220709.08

Previously Reported:

(April 2024-June 2024) No new information to report.

(March 2024) Our office participated in a 6:30pm public workshop on March 6, 2024 at Town Hall. Once easements have been secured, updates to the completed Bid documents can be advanced.

(December 2023-February 2024) No new information to report.

(November 2023) Bid Documents have been finalized and provided to the Town.

(October 2023) It is anticipated that bid documents will be finalized by the middle of October and will be provided to the Town when completed for a Spring 2024 construction.

(September 2023) LaBella sent draft construction easements to the Town Attorney for processing and is finalizing bid documents for a Spring 2024 construction.

(August 2023) LaBella is drafting the temporary construction easements to be provided to the Town Attorney. Plans are being progressed with the intent of having Bid Documents ready for Spring 2024.

(July 2023) No new information to report.

(June 2023) LaBella continues to progress design documents for review by the Town.

(May 2023) Draft easements have been provided to the Town Attorney. Plans are being finalized for review by the Town.

(April 2023) 60% Design Documents are being progressed and will be submitted to the Town for review upon completion.



(March 2023) Survey has been completed and design drawings are being progressed. LaBella will provide the Town with 60% Design Documents for review and comment upon completion.

(February 2023) LaBella anticipates a finalized survey by the end of the week (February 3, 2023) and will begin design and preparation of bid docs.

(January 2023) Survey mapping is in progress. Once complete, Final design and construction deliverables will be completed.

(December 2022) No new updates to report.

(November 2022) LaBella wetland scientists completed the wetland delineation report, provided as **Attachment B**. Initial field work for the ground control and topography has been completed. Bluesky will fly the area when the leaves fall. It is anticipated that a final survey will be ready the first week of December.

(October 2022) LaBella wetland scientists completed the wetland delineation. Survey is scheduled for the end of the month. Upon completion and receipt of the final survey, LaBella will proceed with preparing design documents for the drainage improvements.

(September 2022) No new information was reported.

(August 2022) LaBella has submitted our proposal and Engagement Agreement #20 for the next phases of the project for authorization.

(July 2022) LaBella is finalizing a proposal for the next phases of the project (survey, design, bidding, and construction). LaBella will provide the Town with the proposal when completed.

(June 2022) LaBella is preparing a presentation to summarize findings and proposed drainage improvements discussed in the Investigative Engineering Report at the special meeting on June 9, 2022. LaBella will present at the public meeting and consider public comments.

(May 2022) A draft report is being completed for review at Capital Projects.

(April 2022) A site walk over has been completed and memorandum to the Town summarizing our findings has been prepared (Attachment A). In order to keep the proposed project a non-regulated activity under USACE, it is recommended that all work be completed by excavation only, without side casting of dredged material into drainage ditches during construction. Excavated material shall be placed in dump trucks and disposed of at an appropriate upland site. All work shall be within existing drainage ditches, no new drainage ditches should be excavated. A JD request has been submitted to the USACE for review/approval. LaBella is performing a hydraulic analysis of the study area. Based on this analysis LaBella will prepare a concept plan for recommended drainage ditch improvements within the existing ditch line.

(March 2022) A site walk over will be scheduled as soon as snow cover is gone. Upon completion, a memo summarizing the findings will be provided to the Town.



(February 2022) The Town has authorized the Gurba Drainage Study per Engagement Agreement #10. LaBella will coordinate a site walk over with wetland scientists and the Town to review limits of work and to prepare a non-jurisdictional request to the USACE and NYSDEC for review, comment, and evaluation. A memorandum will be submitted to the Town discussing the results of this work.

(January 2022) LaBella (formally Chazen) is preparing a proposal to evaluate options for improving drainage issues in the Gurba Subdivision. An engagement agreement will be provided to the Town for review and authorization upon completion.

(December 2021) Ongoing drainage issues in the Gurba subdivision has prompted the Town to request further investigation of the problem. Chazen has scheduled a meeting with the Town Highway Superintendent to review the areas experiencing flooding and to evaluate contributing drainage systems. Upon completion, Chazen will prepare a proposal to perform a drainage study in order to evaluate ongoing drainage issues and to provide recommendations for mitigation. Chazen will provide a scope and fee to the Town for review and authorization.

Action Items by Town:

- **Provide copy of Final Easements.**
- **Once plans and specifications finalized, resolution to update and then bid project.**

Luther Forest Boulevard

Engagement Agreement No: Update:
15 – 2022 Luther Forest
Road Dedication

(July 2024) No new information to report.

LaBella Project No:
2220709.15

Previously Reported:

(January 2024-June 2024) No new information to report.

(December 2023) The County has requested a call with the Town Attorney for Thursday 12/07, to discuss the agreement and maps. LaBella will attend to provide any feedback needed regarding the maps.

(November 2023) LaBella has provided the Town Attorney with revised mapping indicating culvert locations. Revised map is provided as **Attachment B**.

(October 2023) LaBella is working with the Town and the County to update the Maintenance Jurisdiction Map. LaBella is waiting for feedback from the County and Global on the latest email correspondence regarding existing culvert crossings. LaBella will finalize maps upon receipt.

(September 2023) LaBella is working with the Town Attorney to provide an updated final Maintenance Jurisdiction Map. LaBella is investigating the total number of culverts/bridges to be included in the maintenance agreement and will provide this information to the attorney to finalize the agreement.



(August 2023) LaBella has finalized the Lot line adjustment maps and provided copies to the Town. Maps are provided here in as Attachment B.

(July 2023) No new information to report.

(June 2023) No new information to report.

(May 2023) Draft easements have been provided to the Town Attorney. Plans are being finalized for review by the Town.

(April 2023) LaBella is waiting on direction to finalize work in support of conveyance.

(June 2022- March 2023) LaBella is waiting on direction to finalize work in support of conveyance.

(May 2022) Draft application and supporting documents are being prepared for review at Capital Projects

(April 2022) Engagement Agreement #15 – Luther Forest Road Dedication has been authorized by the Town. LaBella will proceed with preparing subdivision mapping in support of the road dedication.

(March 2022) LaBella is developing a scope to assist with the conveyance of the boulevard (within Stillwater) to the county. Services will support related efforts by the Town Attorney. Elements will include mapping and description of the ROW and supporting figures relating to improvements within the ROW to be assigned to respective responsible parties, similar to conveyances which occurred in the Town of Malta (e.g. Malta ROWs conveyed to the county).

Said support will be documented in engagement agreement #15 for consideration by the board.

Action Item by Town:

- None at this time.

Stratton Lane

Engagement Agreement No:
Pending

Update:

LaBella Project No:
Pending

(July 2024) No new information to report.

Previously reported:

(February 2023 – June 2024) No new information provided.

(January 2023) On January 2, 2023 LaBella was included on reports of flooding in the Stratton Lane area. Further discussion at Capital Projects contemplated.

Action Item by Town:

- None at this time.



Revolutionary Heights Subdivision (Camelot Builders)- Woodworth & McCred

Engagement Agreement No.
11 – 2022 Revolutionary
Heights

LaBella Project No:
2220709.11

Update:

(July 2024) Summary of items required were presented by the Town to the new owner, Trustco Bank. Response pending.

Previously Reported:

(May 2024-June 2024) No new information to report.

(April 2024) New ownership by Trustco Bank to be discussed at the next Capital Projects meeting.

(March 2024) Our office is completing a final document of completed work administered during this phase of construction supporting anticipated road dedication.

(February 2024) No new information to report.

(January 2024) Final punchlist items complete. It was reported that road dedication will be administered by the town.

(December 2023) Final punch list work is scheduled to be completed the week ending 12/1.

(November 2023) Final punch list items are in process of being addressed by the contractor/developer.

(October 2023) No new information to report.

(August 2023) Paving was completed on July 11 and July 12. LaBella performed a walk through with the Town and everything looks good. LaBella is working on updating the final punch list and has requested a schedule from J&K to complete the work.

(July 2023) No new information to report.

(June 2023) Additional escrow has been requested in the amount of \$28,900, see **Attachment A**. LaBella provided the Town with an email correspondence indicating work completed to date. This is provided as **Attachment B**. Attached under separate cover, progress inspection reports, photo log and video are provided for Towns reference. A final document will be furnished upon project completion.

(May 2023) Work continues on site with full-time inspection by LaBella, when constructing and reworking. Currently, activity has been stalled in order to address issues with a (deep) section of installed Sanitary Sewer

(April 2023) Work continues on site with full-time inspection by LaBella. LaBella will request an updated schedule from the Contractor so that we can provide an updated escrow request after the next billing cycle is completed.



(March 2023) Camelot has provided an updated schedule and resumed work at the site on February 27, 2023. The schedule indicates approximately 6 weeks of work. Based on the schedule provided, LaBella has submitted an updated escrow letter for providing construction observation services for the remaining work. The letter is provided as **Attachment A**.

(November- February 2023) No new information to report.

(October 2022) LaBella has supported efforts related to the stop work order for SWPPP violations.

(September 2022) This investigative phase is complete. The duration exceed that contemplated due to several issues discovered. An increase in escrow for this task will be forth coming. The report will be presented to the town for further action.

(August 2022) The investigative phase of the assignment started Monday, August 8th.

(June-July 2022) No new information to report.

(April – May 2022) Engagement Agreement # 11 has been authorized. Work will advance once the escrow has been funded.

(March 2022) Engagement Agreement #11 has been revised to focus on the new construction and Engagement Agreement #14 has been updated to include investigative engineering for the previously constructed road.

(February 2022) No new information to report.

(January 2022) The Town has asked LaBella (formally Chazen) to review the current project and provide an engagement agreement to support investigate engineering, and inspection services related to infrastructure subject to dedication to the Town.

Action Item by Town:

- **None at this time.**

Revolutionary Heights Subdivision (Camelot Builders) – Morgan Court

Engagement Agreement No.
14 – 2022 Revolutionary
Heights – Morgan Court.

LaBella Project No:
2220709.14

Update:

(July 2024) No new information to report.

Previously Reported:

(June 2024) A meeting was held at Town Hall on May 29th to review and summarize project requirements to be presented to the new owner/developer.

(May 2024) No new information to report.



(April 2024) New ownership by Trustco Bank to be discussed at the next Capital Projects meeting.

(August 2022 – March 2024) No new information was reported.

(June-July 2022) A final report will be submitted to the Town Attorney.

(May 2022) LaBella is finalizing the Investigative Engineering Report and will provide a final report to the Town upon completion.

(April 2022) Engagement Agreement #14 has been authorized. LaBella has obtained available record documents from the Town to review and will perform a field investigation. Upon completion our office will develop a report to summarize opinions regarding conditions present and make recommendations to establish conditions to support general conformance with Town Standards.

(March 2022) Engagement Agreement #11 has been revised to focus on the new construction and Engagement Agreement #14 has been updated to include investigative engineering for the previously constructed road.

(February 2022) No new information to report.

(January 2022) The Town has asked LaBella (formally Chazen) to review the current project and provide an engagement agreement to support investigate engineering, and inspection services related to infrastructure subject to dedication to the Town.

Action Item by Town:

- None at this time.

LANDFILL / ENVIRONMENTAL

Landfill Projects

Engagement Agreement No:
4 – 2024 Landfill Monitoring
Services

Town Landfill Monitoring

Update:

LaBella Project No:
2240742.04

(July 2024) The summary report for 2023 annual landfill inspection and sampling was submitted to the Town on June 27, 2024 for review (**Attachment C**). The 2023 summary report will be submitted to the NYSDEC in July 2024 following Town review. The next annual event will be in the fall of 2024.

Previously Reported:

(June 2024) No new information to report.

(May 2024) The summary report for 2023 annual landfill inspection and sampling will be submitted to the NYSDEC and Town in May 2024.

(December 2023-April 2024) No new information to report.

(November 2023) The annual event for 2023 was conducted on September 26, 2023. Samples were shipped to the laboratory. Analytical results have been



received. A summary report will be prepared and submitted to NYSDEC and the Town. The next annual event will be in late summer/early fall of 2024.

(October 2023) The 2023 annual landfill gas monitoring and annual inspection with groundwater monitoring were conducted on September 26, 2023. Following receipt of laboratory results, the annual report will be prepared.

(September 2023) The annual event for 2023 is planned for late summer/early fall of 2023.

(July - August 2023) The annual event for 2023 is planned for late summer/early fall of 2023.

(June 2023) The report for the 2022 annual landfill inspection and sampling was submitted to NYSDEC and the Town on May 24, 2023 (**Attachment C**). The next annual event will be in late summer/early fall of 2023.

(May 2023) The annual event for 2022 was conducted on August 29, 2022. Samples were shipped to the laboratory. Following receipt of the analytical results, the report will be prepared and submitted to NYSDEC and the Town. The next annual event will be in late summer/early fall of 2023.

(October 2022 – April 2023) The annual event for 2022 was conducted in August. The report will be prepared and submitted to NYSDEC and the Town. The next annual event will be in late summer/early fall of 2023.

(September 2022) The annual event for 2022 was conducted on August 29, 2022. Samples were shipped to the laboratory. Following receipt of the analytical results, the report will be prepared and submitted to NYSDEC and the Town. The next annual event will be in late summer/early fall of 2023.

(August 2022) The annual event for 2022 is planned for late summer/early fall and is currently schedule for the week of September 19-23, 2022.

(July 2022) The 2021 annual landfill monitoring report was submitted to NYSDEC and the Town on April 4, 2022, and the annual event for 2022 is planned for last summer/early fall.

(May – June 2022) The 2021 annual landfill monitoring report was submitted to NYSDEC and the Town on April 4, 2022, and the annual event for 2022 is planned for last summer/early fall.

We note that the Stillwater landfill is on NYSDEC's Inactive Landfill Initiative list of sites for Potential Future Investigation for emerging contaminants, including per- and polyfluoroalkyl substances (PFAS) and 1,4-dioxane. This status indicates that sampling has not been conducted but that future NYSDEC sampling may occur. We recommend that the Town keep an eye out for communications from the NYSDEC about planned sampling.

(April 2022) The 2021 annual landfill gas monitoring and annual inspection with groundwater monitoring were conducted on October 6, 2021. The report was submitted to NYSDEC and the Town on April 4, 2022 and is included under separate cover.



We note that the Stillwater landfill is on NYSDEC's Inactive Landfill Initiative list of sites for Potential Future Investigation for emerging contaminants, including per- and polyfluoroalkyl substances (PFAS) and 1,4-dioxane. This status indicates that sampling has not been conducted but that future NYSDEC sampling may occur. We recommend that the Town keep an eye out for communications from the NYSDEC about planned sampling.

(November 2021 – March 2022) The 2021 annual landfill gas monitoring, and annual inspection with groundwater monitoring were conducted on October 6, 2021. The report will be drafted in the coming months.

(October 2021) The 2021 annual landfill gas monitoring, and annual inspection with groundwater monitoring are scheduled to be conducted in early autumn 2021. The town needs to advise Chazen if site conditions or usage change, as NYSDEC will need to be notified.

(September 2021) The 2020 annual landfill gas monitoring, and annual inspection with groundwater monitoring. This report was submitted to NYSDEC, and the Town in June 2021 and the next sampling event is scheduled for late summer/early fall 2021.

(August 2021) The 2020 annual landfill gas monitoring, and annual inspection with groundwater monitoring was conducted on October 22, 2020. The report was submitted to NYSDEC and the Town on June 9, 2021.

(July 2021) The 2020 annual landfill gas monitoring, and annual inspection with groundwater monitoring was conducted on October 22, 2020. The report has been drafted and has been finalized. A copy has been attached in the July report.

(May-June 2021) The 2020 annual landfill gas monitoring, and annual inspection with groundwater monitoring was conducted on October 22, 2020. The report has been drafted and will be finalized in the coming months.

(December 2020-April 2021) The 2020 annual landfill gas monitoring, and annual inspection with groundwater monitoring was conducted on October 22, 2020. The report has been drafted and will be finalized in the coming months.

Action Items by Town:

- **Provide any review comments for report submission.**
- **Continue Maintenance and Mowing.**

Former Doughty Landfill

Update:

(July 2024) No new information to report.

Previously Reported:

(October 2023 – June 2024) No new information to report.



(September 2023) The Doughty Landfill is on NYSDEC's Inactive Landfill Initiative list of sites prioritized for site investigations for emerging contaminants, including per- and polyfluoroalkyl substances (PFAS) and 1,4-dioxane, and the NYSDEC recommendations are pending results of groundwater investigation. LaBella has conducted sampling and provided mitigation for clients with PFAS impacts and is available to assist the Town with this, as needed.

(April-August 2023) The Doughty Landfill is on NYSDEC's Inactive Landfill Initiative list of sites prioritized for site investigations for emerging contaminants, including per- and polyfluoroalkyl substances (PFAS) and 1,4-dioxane, and the NYSDEC recommendations are pending results of groundwater investigation. LaBella has conducted sampling and provided mitigation for clients with PFAS impacts and is available to assist the Town with this, as needed.

(March 2023) No new information to report.

(February 2023) The Doughty Landfill is on NYSDEC's Inactive Landfill Initiative list of sites prioritized for site investigations for emerging contaminants, including per- and polyfluoroalkyl substances (PFAS) and 1,4-dioxane, and the NYSDEC recommendations are pending results of groundwater investigation. LaBella has conducted sampling and provided mitigation for clients with PFAS impacts and is available to assist the Town with this, as needed.

(January 2023) The Doughty Landfill is on NYSDEC's Inactive Landfill Initiative list of sites prioritized for site investigations for emerging contaminants, including per- and polyfluoroalkyl substances (PFAS) and 1,4-dioxane, and the NYSDEC recommendations are pending results of groundwater investigation. LaBella has conducted sampling and provided mitigation for clients with PFAS impacts and is available to assist the Town with this, as needed.

December 2022) The Doughty Landfill is on NYSDEC's Inactive Landfill Initiative list of sites prioritized for site investigations for emerging contaminants, including per- and polyfluoroalkyl substances (PFAS) and 1,4-dioxane, and the NYSDEC recommendations are pending results of groundwater investigation. LaBella has conducted sampling and provided mitigation for clients with PFAS impacts and is available to assist the Town with this, as needed.

(November 2022) The Doughty Landfill is on NYSDEC's Inactive Landfill Initiative list of sites prioritized for site investigations for emerging contaminants, including per- and polyfluoroalkyl substances (PFAS) and 1,4-dioxane, and the NYSDEC recommendations are pending results of groundwater investigation. LaBella has conducted sampling and provided mitigation for clients with PFAS impacts and is available to assist the Town with this, as needed.

(May 2022) The Doughty Landfill is on NYSDEC's Inactive Landfill Initiative list of sites prioritized for site investigations for emerging contaminants, including per- and polyfluoroalkyl substances (PFAS) and 1,4-dioxane, and the NYSDEC recommendations are pending results of groundwater investigation. LaBella has



conducted sampling and provided mitigation for clients with PFAS impacts and is available to assist the Town with this, as needed.

(April 2022) The Doughty Landfill is on NYSDEC's Inactive Landfill Initiative list of sites prioritized for site investigations for emerging contaminants, including per- and polyfluoroalkyl substances (PFAS) and 1,4-dioxane, and the NYSDEC recommendations are pending results of groundwater investigation. LaBella has conducted sampling and provided mitigation for clients with PFAS impacts and is available to assist the Town with this, as needed.

(March 2022) No information was reported.

Action Item by Town:

- None at this time.

Environmental Projects

Engagement Agreement No: Boiler House Brownfield
2013 - 23

Chazen Project No: Update:
31300.04

LaBella Project No: (July 2024) No new information to report.
CZ31300.04

Project Status: Active Previously Reported:

(December 2023-June 2024) No new information to report.

(November 2023) The next site inspection and Periodic Review Report will be due on July 18, 2025, for the period of June 18, 2020, through June 18, 2025.

(October 2023) (October 2023) The next site inspection and Periodic Review Report will be due on July 18, 2025, for the period of June 18, 2020, through June 18, 2025.

(September 2023) The next site inspection and Periodic Review Report will be due on July 18, 2025, for the period of June 18, 2020, through June 18, 2025.

(October 2022 – August 2023) The next site inspection and Periodic Review Report will be due on July 18, 2025, for the period of June 18, 2020, through June 18, 2025.

(September 2022) While in the area on August 3, 2022 we did stop by the site as a periodic check and noted the site conditions were consistent with prior observations. The next site inspection and Periodic Review Report will be due on July 18, 2025, for the period of June 18, 2020, through June 18, 2025.

(May - August 2022) The next site inspection and Periodic Review Report will be due on July 18, 2025, for the period of June 18, 2020, through June 18, 2025.

(September 2021 – April 2022) No new information to report. The next site inspection and Periodic Review Report will be due on July 18, 2025 for the period of June 18, 2020 through June 18, 2025.



Action Item by Town:

- Advise LaBella if site conditions or usage change, as NYSDEC will need to be notified.

Turning Point Subdivision Methane Gas Mitigation

No new information to add.

Action Item by Town:

- None at this time.

PARKS & RECREATION

Park Facilities

Engagement Agreement No:
2013-15 & 2016-11
Chazen Project No:
31300.15 and 31600.11
LaBella Project No: TBA
Project Status: Closed

Browns Beach

Project is complete.

Previously reported:

(July 2023) Brown's Beach Engineering Report has been finalized. See final report as **Attachment B**.

(June 2023) LaBella is finalizing a draft report for the Town's review. It is anticipated to have a draft completed by June 7, 2023.

(May 2023) LaBella met with the Town to perform a site visit. Recommendations are being formulated and will be presented to the Town upon completion.

(April 2023) A site visit is scheduled for this Thursday, April 13, 2023.

(March 2023) The previously scheduled site visit was delayed due to inclement weather. LaBella will keep the Town apprised of a future site visit once weather permits.

(February 2023) LaBella has received authorization to proceed with the study to provide recommendations to repair/prevent shore erosion at Brown's Beach. LaBella will be performing a site visit week of January 30, 2023 and will relay the date/time to the Town once scheduled.

(January 2023) The Town has authorized a study of the beach regarding erosion concerns. Work is being scheduled and findings will be reported at a future capital projects meeting.

(September 2022) Our office will be investigating reported conditions related to deck profile variations. Once initially assessed we will provide a summary to the Town.

Action Item by Town:

- None at this time.



Engagement Agreement No:
2013-17/18
Chazen Project No:
31000.09
LaBella Project No:
CZ31000.09
Project Status: Not Active

Glen Hollow Town Park

No new information to report.

Action Item by Town:

- None at this time.

Legion Park

No new information to report.

Action Item by Town:

- None at this time.

White Sulfur Springs Pavilion and Pocket Park

No new information to report.

Action Item by Town:

- None at this time.

Engagement Agreement No:
N/A
Chazen Project No: N/A
LaBella Project No: TBA
Project Status: Not Active

Block House Park

Update:

(July 2024) No new information to report.

Previously Reported:

(February 2024-June 2024) No new information to report.

(January 2024) The town is looking into roof and log envelope repairs. Additionally shoreline subdivision is an issue that needs to be addressed in connection with the village.

Action Item by Town:

- None at this time.

Engagement Agreement No:
2014-14
Chazen Project No:
31300.17
LaBella Project No:
CZ31300.17
Project Status: Active

Rt 4&32 River Front Park

Update:

(July 2024) No new information to report.

Previous:

(March 2024) Park to be discussed at the next Capital Projects meeting.

Action Item by Town:

- None at this time.



Trails

Champlain Canalway (Historic Towpath Trail Segment)

(January 2024) This project is complete and the grant was closed out.

Previously Reported:

(November 2023-December 2023) No new information to report.

Refer to last report of 2023 for project history back to November 2020.

Action Item by Town:

- **None at this time.**

Champlain Canalway Multi-Use Trail (Riverside Segment)

Update:

(July 2024) No new information to report.

Previously Reported:

(August 2023- June 2024) No new information to report.

(March-July 2023) On October 11, 2022, OPRHP approved the RTP-138805 grant extension request the grant expires August 9, 2023.

(February 2023) LaBella discussed the rail line route option with the Town Supervisor. The Supervisor requested that LaBella prepare a proposal for survey work. LaBella will be discussing next steps with the Town at the February Capital Projects meeting.

(January 2023) The Town is evaluating a new route option that would run along the rail line. Once the route is confirmed by the Town, LaBella will reinitiate work. OPRHP approved the RTP-138805 grant extension request the grant expires 8/9/2023.

Please refer to the February 2024 report for previously reported summaries.

Action Item by Town:

- **Once alternate route confirmed with Town, provide direction.**

Bemis Heights Trail

Engagement Agreement No:
11

LaBella Project No:
2230805.09

Update:

(July 2024) LaBella continues to develop the alignment assessments. LaBella's transportation engineers are assisting with this process to determine the appropriate treatment for each route and to determine a priority segment that provides a connection from the Village to Saratoga National Historical Park. In July, we will meet with the Town/Village to share our preliminary recommendation of the proposed routes, including our assessment of constraints and opportunities associated with each segment. We anticipate a meeting with the Town/Village during mid July 2024.



Previously reported:

(June 2024) LaBella has been working on developing our inventory and alignment assessments based on our last meeting with the Town and Village. Our transportation engineers are assisting with this process to determine the appropriate treatment for each route and, to help determine a priority segment that provides a connection from the Village to Saratoga National Historical Park. At our next meeting with the Town/Village we will share our inventory of the routes, including our assessment of constraints and opportunities associated with each segment. We anticipate a meeting with the Town/Village during mid to late June 2024.

(May 2024) Since our last update, we have met with Supervisor Kinowski to review project area mapping that identifies several potential on-road trail routes that should be analyzed for their potential to create an on-road loop in the southern portion of the Town of Stillwater. Subsequent to this meeting, we met with the Village of Stillwater Mayor to review the project area mapping to gain consensus on the various segments and overall route. This was an important and foundational component of the project because a few of the on-road alignments are located on the Town/Village boundaries. As a result of the meetings with the Town and the Village we now have a firm direction to advance the project through the inventory, analysis and recommendations phases of the project. At our next meeting with the Town/Village we will share our inventory of the routes, including our assessment of constraints and opportunities associated with each segment. We anticipate a meeting with the Town/Village during mid to late May 2024.

(April 2024) Contract adjustments for the project were finalized in February 2024. The funding assigned to the original scope of work was reallocated from the Bemis Heights Historical Trail Feasibility Study to a feasibility study for potential trail connections throughout the eastern portion of the Town. The potential trail alignment will be located on or adjacent to existing roadways.

During the later part of February and early March, LaBella prepared a diagram outlining the potential new trail alignments and provided to the Supervisor, Ed Kinowski, for his initial review and feedback which are still pending.

Upon receiving review comments on the initial alignments, LaBella can advance the feasibility study.

(March 2024) Our office has been authorized to re-assign our fee for an alternate scope. Work is being advanced.

(February 2024) No new information to report.

(January 2024) The project is currently on hold although we anticipate that the study will commence again in late January. The trail study, with the pending approval of the funding agencies, will shift focus to a feasibility study of an on/off road trail route that generally follows existing roads.



The town decided to not move forward with the idea of the trail along the Old Champlain Canal because there are too many wetland areas, streams and steep slopes within that corridor. It was decided that pursuing this route would have required a lengthy and involved regulatory approval process, as well as a significant increase in the cost of the proposed trail to respond to the various challenging existing conditions.

Based on communications with Tracey Clothier, indicates that the funding agencies favor the refocusing of the remaining funds to study a new potential route. LaBella is waiting for an official response from the funding agencies before we proceed with the next phase of the work.

(October 2023 – December 2023) No new information to report.

(September 2023) Over the last month, LaBella visited the project area to conduct a more thorough evaluation of the wetland conditions present in the proposed trail corridor. Our team walked the entire length of the corridor, delineated wetlands and identified streams and associated topographic conditions including top of banks. The result of this walk will be the preparation of a wetland delineation report that our design team can utilize in developing trail construction strategies and to determine the regulatory procedures we will need to pursue with ACOE and DEC to potentially permit the project.

Over the next month we will prepare the delineation report, refine project trail alignment mapping and determine if outreach to the regulatory authorities is appropriate at this phase of the project. Future work will include developing the feasibility report that will include the preferred and alternate trail alignment mapping, including project opinions of probable construction costs for the proposed project. Additionally, we will outline the permitting strategy required to advance the project beyond this feasibility study phase of work.

(August 2023) Town Supervisor Ed Kinowski and Tracey Clothier met with the National Park Service to inquire about their plans to create a trail connection on the north end of the Bemis Heights Historic Trail through the lands and connection to the Saratoga National Historical Park. It is my understanding that the NPS has a long-term plan for this trail connection but may not happen soon, perhaps within a 3-5 year window. As a result, the Bemis Heights Historical Trail will likely be developed as a one way out and back trail until the NPS can provide a connection north to their park.

LaBella is preparing scope and fee and scheduling a wetland delineation walk for the proposed trail. This will enable the Town of Stillwater to better understand the type of trail that can be permitted, and LaBella will provide an overview summary of the permits and trail type that will be permissible throughout the proposed trail alignment. This wetland and regulatory assessment work should be conducted in late August with a deliverable by mid-September 2023.



After reviewing the wetland findings, we will continue the design and permitting overview for the project to gain a clearer understanding of the feasibility and potential construction costs associated with the project.

July 2023) After walking the project site with Ed Kinowski and one of our environmental scientists we observed numerous environmental conditions including three stream crossings and several wetland areas. As a result of these project implications, we scheduled a meeting with Ed Kinkowski and Tracey Clothier who is administering the two grant funding sources for the project to discuss how/if the project should advance based on the environmental conditions. Ed Kinowski would like to proceed with conducting an environmental, design and permitting assessment based on the existing conditions. During the meeting Ed, Tracey and I determined the best way to move forward is to prepare a letter outlining how we will modify our scope of work to include the environmental services since the grant is not entirely specific about how the project will advance regarding the grant funding and professional services required to determine a feasible alignment for the proposed trail.

Brit will prepare a letter for review by Tracey Clothier to ensure that the change in scope appropriately responds to the grant requirements for this project. The letter will specify how we intend to advance the scope of work to respond to the existing environmental conditions and objectives of the project.

Additionally, LaBella will prepare a trail planning diagram that references the environmental challenges so that Ed can share with the Town board.

(June 2023) No new information to report.

(May 2023) Prepared project area mapping and conducted the project kickoff meeting with Town Supervisor Ed Kinowski and Tracey Clothier. Conducted an initial site visit. Next steps are to conduct a field walk with environmental staff to review existing conditions within the trail corridor.

(April 2023) The Town has authorized the engagement agreement No. 11. Just getting started with the project and need to prepare a subconsultant agreement with Tracey Clothier for Grant Administration. Pulling the team together to get started.

(March 2023) LaBella provided a proposal to support the town with trail segment.

Action Item by Town:

- None at this time.

BUILDINGS & GROUNDS

Engagement Agreement No:
23 – 2022 Community
Center re-roofing

Stillwater Community Center

Update:

LaBella Project No:
2220709.22

(July 2024) No new information to report.

Previously Reported:

(April 2024- June 2024) No new information to report.



(March 2024) Our office is exploring funding opportunities for additional improvements as part of our grant program assessments.

(February 2024) All punch list items are complete. Final payment application, roof warranty, and closeout paperwork has been sent to the Town of Stillwater for processing.

(January 2024) The exterior lights were installed in December. Final adjustments to the lighting will be completed by 01/03/2024 per request by the Town.

(December 2023) The punch list has been completed. Roofing work and windows are completed. The remaining punch list items to be completed are the exterior lights due to the contractor waiting for shipment.

(November 2023) Labella visited the site on October 25, 2023 for substantial completion walkthrough and issued a punch list of outstanding work and a certificate of substantial completion to the Town of Stillwater and Mid-State Industries, see **Attachment C**. Work completed so far is sufficient in satisfying the contract substantial completion date of October 25, 2023. Re-roofing work is substantially complete and parapet aluminum coping installation is on-going. Manufacturer warranty inspection is scheduled for week of October 30, 2023.

(October 2023) No new information to report.

(September 2023) All submittals have been reviewed, awaiting construction schedule from contractor.

(August 2023) The Town of Stillwater has awarded the Stillwater Community Center Reroofing project to Mid-State Industries, LTD (MSI) at a bid price of \$747,122.00 on July 11th. MSI has signed the agreement and returned their certificate of insurance, performance bond, payment bond, and signed contract on July 25th. The Town Attorney is reviewing the documents to confirm compliance with the contracts, which appear to be in order, and the Town has returned the fully executed contract that will be distributed upon concurrence by the Town Attorney regarding referenced documents. The notice to proceed has been issued on August 4th and a preconstruction kickoff meeting will be held on August 3rd. See Attachment B.

(July 2023) A special Board Meeting was Scheduled to act on bids received.

(June 2023) The roof replacement project is ready to bid this month. A notice to bidders has been provided with a legislative request for Board approval to bid the project. Concurrently, Plans have been provided for review by the AHS. Permit to be secured by the selected contractor.

(May 2023) Re-roofing design is underway. Waiting for test results for hazardous material samples testing resources to finalize abatement design and complete set of bid docs. Expected delivery May 19, 2023.



(April 2023) LaBella needs access to roof to advance roofing plans. Waiting for snow to melt from roof for clear access.

(March 2023) Site visit to be scheduled within the next two weeks.

(February 2023) The Town Board authorized services to address roofing issues at the community center. Only the engagement agreement has been approved. LaBella will prepare plans for bidding and construction.

(January 2023) The Town Board authorized services to address roofing issues at the community center. Only the engagement agreement has been approved. LaBella will prepare plans for bidding and construction.

(October-December 2022) No new information to report.

(September 2022) The assessment has been completed and the report furnished to the Town. Further discussion anticipated at Capital Projects

(August 2022): LaBella has completed the field work for the Stillwater Area Community Center Building Condition Assessment and 10-year cost schedule and is now working on the report and cost estimating. Current estimated date of delivery is August 19, 2022.

Action Items by Town:

- **None at this time.**

Engagement Agreement No:
10 – 2024 Highway Garage
Programing Study

Town Garage Feasibility Study

Update:

LaBella Project No:
2240742.09

(July 2024) No new information to report.

Previously Reported:

(June 2024) LaBella is preparing a preliminary estimate for the building. A concept site plan and completed estimate can be prepared once a site is selected.

(May 2024) LaBella is making changes to the Concepts based on the Town Highways Superintendent, Matt Harris's comments and will resend for review this week. See **Attachment E**, Concepts previously sent to the Town for review.

(April 2024) LaBella met with the Towns Highways Superintendent, Matt Harris, on 04/02/2024 to review the Town Highway Garage and Salt Storage facilities needs and a preliminary concept design timeline.

(March 2024) LaBella is scheduling a program review meeting with Superintendent of Highways, Matt Harris; we will review current conditions, current and future needs.

(February 2024): LaBella met with the Highway Superintendent to discuss approach to addressing the department's needs, including new expanded facilities. To be discussed further at the next Capital Projects meeting.



(January 2024) The town is looking for a 10+ acre parcel for sizing a new highway garage.

Action Items by Town:

- None at this time.

Old Town Hall

No new information to report.

Action Items by Town:

- None at this time.

Town Center (New Town Hall)

No new information to report.

Action Items by Town:

- None at this time.

Municipal Cemeteries

No new information to report.

Action Items by Town:

- None at this time.

Stillwater Free Library

No new information to report.

Action Items by Town:

- None at this time.

Existing Town Hall

No new information to report.

Action Items by Town:

- None at this time.

Engagement Agreement No:
10

Chazen Project No:
31900.12

LaBella Project No:
CZ31900.12

Project Status: Active

Public Safety Building

No new information to report.

Action Items by Town:

- None at this time.



Shooting Range

Update:

(July 2024) Our office has been investigating the use of the Town's landfill site for a future shooting range. To be discussed at Capital Projects meeting.

Miscellaneous

Economic Summit

(January 2024) No new information to report.

Previously Reported:

(October 2023 – December 2023) No new information to report.

(Unknown) LaBella will support the Town's presentation at the Stillwater-Mechanicville Economic Summit. Direction and input from the Supervisor is anticipated.

Action Item by Town:

- **None at this time.**



ATTACHMENT A

SARATOGA LAKE WATER QUALITY REPORT DOS GRANT/DEC GRANT
APPENDIX A

INSTRUCTIONS FOR NEW LWRP CONTRACTS

Master Grant Contract and Signature Pages

Review all sections and attachments of the contract and let us know if you have any questions or concerns before signing and submitting the contract. If you need to make any changes to any part of the contract, please indicate so in writing to DOS (please do not handwrite changes into the contract). Some specific areas to review:

- Page 1 of the Face Page - confirm that all information entered is correct (Contractor (Grantee) Name & Address, Federal Tax ID number, Vendor ID number, Contractor Status/Exemption Codes and, if applicable, Charities Registration number).
- Page 2 of the Face Page - verify that the Current Contract Funding Amount is correct. Also, verify that the Current Contract Term and Period listed reflect the time period during which the project activities are to be undertaken and project costs incurred. Be advised that activities and related costs occurring outside of this time period will not be eligible for reimbursement and will not be eligible to be used as match.
- Page 6 of Attachment A-1, verify that the Supervisor's contact information is complete and correct.
- Review the budget in Attachment B to confirm that the costs and local share anticipated for this project and the MWBE goals are accurately reflected. Verify that any local share indicated is not from federal or EPF sources. Verify that costs listed in: A. Salaries are for time spent by official employees of Grantee only; B. Travel, C. Supplies, and D. Equipment are for costs incurred directly by the Grantee; E. Contractual is for contractors procured directly by the Grantee only; and F. Other contains any other relevant costs which do not fit into the previous categories.
- Also in Attachment B, Category E, confirm that the name and address of any known subcontractors are indicated. If you know the subcontractor(s) that will be performing any of the work in Category E (even if it's another municipality), this information must be listed in the contract. If a subcontractor has not yet been selected for a particular item, "To be determined" should be indicated.
- Review the project description and tasks in Attachment C to confirm that the project description and tasks are accurately reflected.

Signature Page

The person authorized to execute this contract should sign the signature page and have their signature notarized. All signature fields and notary fields must be filled out and the notary stamp must be legible.

Contact Update Form

Complete the form to indicate the name and address of the Town of Stillwater and the contact information for the Supervisor. You should also enter the name and contact information for the MWBE Liaison and you may also enter up to (2) additional contacts to receive contract-related correspondence from DOS.

A webinar to assist you with completing this form is located here:

<https://www.youtube.com/watch?v=Qz0gRyNcXBM>

- Make sure that the official mailing address of the Grantee is correct and complete.
- Verify/correct the contact information for the Supervisor. Make sure all fields are complete.
- Contact person #1 and #2 – confirm that the correct people are listed. Ideally, we'd like to see the Grant Administrator and Project Manager listed. Verify/correct/provide the names and contact information for each of the contacts. Make sure all fields are complete.

- MWBE Liaison – enter the person who will be responsible MWBE goals and updates for this contract and provide their and contact information. Note that this person must be an employee of the Town of Stillwater and should match the person entered as the Designated Liaison on MWBE Form A.
- Note that each email address must be unique to the individual.

Contract Review Form

Answer all questions on the form based on your review of the contract. If any questions are answered “NO”, a written explanation must be provided on the form or attached. The form should be signed and dated by the Supervisor. Provide the contact information for the person that we should contact if we have questions during the contract execution process.

MWBE Forms A, B, D and D-1

Form A (EEO Policy Statement) – MWBE Form A is required for contracts with a State Funding Amount over \$25,000 (for planning projects) or over \$100,000 (for construction projects). The form should be completed to show your agreement to enact the state’s EEO policy related to this contract. Note that if the Grantee already has an EEO policy in effect, a copy of that policy may be submitted in place of Form A. If completing Form A:

- At the top, there are two blank lines. Fill in the authorized employee’s name and their title
- Fill out the bottom section and have signed by an authorized employee of the Grantee.
- Fill in the Name of the Designated Liaison – must be an employee of the Grantee and should match the person entered as the MWBE Liaison on the CUF.
- MWBE goals – confirm the MBE and WBE goals are accurate for this contract (see Attachment B-1 for more information).
- EEO goals – enter the Grantee’s current EEO goal percentages. Note that these goals are determined by the Grantee and not by the State contract. If the Grantee does not have EEO goals, enter zero for both goals. Be advised that the EEO goal percentages cannot be left blank.
- Fill out the bottom section and have signed by an authorized employee of the Grantee.

Form B (Staffing Plan - Grantee) – MWBE Form B is required for contracts with a State Funding Amount over \$250,000. The form is to be filled out by the Grantee to show the characteristics of the individuals who are anticipated to be working on the project in any capacity. To complete Form B:

- Confirm that the offeror’s (grantee) name and address are accurate.
- Check whether the information provided will reflect the work force utilized for this project, or total work force. Either one is acceptable.
- In the table, enter the information to show the characteristics of individuals in the organization who are anticipated to be working on the project in any capacity.
- Make sure to complete the “Total” line for each column.
- Fill out the bottom section and have signed by an authorized employee of the Grantee.

Form B (Staffing Plan – Subcontractor) – MWBE Form B is required from subcontractors listed in Appendix B of the contract (for contracts with a State Funding Amount over \$250,000). The form should be completed as outlined above, except enter their company name for reporting entity and have signed by an authorized employee of the subcontractor.

Form D (Utilization Plan) – MWBE Form D is required if an MWBE goal is listed in Attachment B of the contract and state-certified MWBE subcontractors have already been selected. This form is to be filled out by the Grantee to indicate the state-certified MWBE firms who have been selected to perform work under this contract. Note that if no state-certified MWBE firms have yet been selected, Form D-1 (Compliance Certification Letter) should be submitted instead of Form D. If completing Form D:

- Confirm the Offeror's (Grantee) name, address, phone number, and federal tax ID are accurate.
- In the table, enter the names of the specific state-certified MWBE firms who have been selected to perform work on this contract. Indicate whether they are MBE and/or WBE and include a description of work and amount.
- Please check the NYS MWBE directory to confirm MWBE certification at: <https://ny.newnycontracts.com>.
- If the MWBE firm is a subcontractor of another hired vendor, please indicate that in the description column.
- Fill out the bottom section and have signed by an authorized employee of the Grantee.

Important: If additional MWBE firms are selected to perform work on this contract in the future, an updated Form D containing *all* hired MWBE firms should be submitted within two weeks following the selection.

Form D-1 (Compliance Certification Letter) – This form is to be filled out when the Grantee has not yet selected any state-certified MWBE firms to perform work under this contract. Form D-1 should be completed to certify that the Grantee will comply with the MWBE goals in the contract and will complete and submit Form D (Utilization Plan) within two weeks following selection of an MWBE firm. To complete Form D-1:

- In the first line, fill in the authorized representative's name.
- At the bottom, have signed by an authorized employee of the Grantee and fill in that individuals name, title and contact info (phone number and email address) as well as the date signed.

Status Report Template

The Status Report Template is attached as a separate Word file with some information prepopulated including the top section, the task list table (based on the Work Plan of the contract) and the MWBE goals. This form is required to be completed prior to contract execution to establish a preliminary timeline for completion of contract tasks.

A webinar to assist you with completing this form is located here:

<https://www.youtube.com/watch?v=Wdc30PXSpQ8>

This form is to be completed by doing the following:

- Enter the Date Prepared at the top of the form.
- Columns 3-5 of the task list table should be completed to reflect the expected timeline for completion of tasks.
- If any tasks have already started and/or been completed, Columns 3-7 should be completed to show the status of those tasks.
- If any costs have been incurred to date by MWBE firms, fill in this information under the table.
- Fill in any applicable narratives and enter your contact information at the bottom of the form.
- Please use the "Status_Guidelines" PDF email attachment to assist you in completing this form.
- Reach out to your DOS Project Manager if you have questions or would like assistance with your timeline (see the bottom of this guidance document for contact information).

Vendor Responsibility Questionnaire

The Vendor Responsibility Questionnaire (VRQ) must be completed only if the Grantee has any known subcontractors which will receive state funds equaling \$100,000 or more, the vendor(s) must complete the VRQ.

To complete the VRQ, please go to <https://www.osc.state.ny.us/vendrep/index.htm>. Please note that the information provided must be updated every 6 months. If you have questions about VendRep, please contact them at (866) 370-4672 or ITservicedesk@osc.ny.gov.

NFP's subcontractors are strongly encouraged to confirm the following their entity's NYS Charities annual filings are up-to-date <https://www.charitiesnys.com/>.

NYS Contract System

Please visit <https://ny.newnycontracts.com> to confirm that the Grantee is registered in the NYS Contract System (NYSCS) and that the MWBE Liaison entered on the CUF and MWBE Form A is able to access the NYSCS. If you have any questions, or are unable to access the NYSCS, please contact opdcontracts@dos.ny.gov and we will assist you.

Submitting Contract Package for Execution

Once everything is reviewed and signed, submit the following:

- Contract Review Form.
- Contact Update Form.
- Signature page.
- MWBE Forms A and B, and D or D-1 (depending on which are applicable).
- Completed status report template.
- VRQ information, if required (see above):
 - PDF of the completed Vendor Responsibility Questionnaire(s).

Submit the above documents within 30 days to opdcontracts@dos.ny.gov for review and processing.

When your contract submission is received, we will review for completeness then forward to our Fiscal office, who will have the contract executed by the State. The execution process usually takes about 2 months. When fully executed, a copy of the contract will be forwarded to the Grantee via email.

In the meantime, if you would like to check on the execution status of this contract please visit: <http://wwe2.osc.state.ny.us/transparency/contracts/contractsearch.cfm>. Search contracts by Vendor Name (Town of Stillwater) and/or Contract Number (C1002638). If the contract is listed in the search results, it means the contract has been executed. The exact execution date can be found in the last column. You can expect to receive official notification from us within a couple of weeks after execution. Note, if your contract begins with the letter "T", it may not be listed on this website right away – please contact us directly for updates.

If you have questions, please contact Meg Bowers at 518-474-4054 or opdcontracts@dos.ny.gov or your project manager Dale Robinson at 518-457-6288 or dale.robinson@dos.ny.gov.

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Town of Stillwater
881 Hudson Avenue
Stillwater, NY 12170

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue – Suite 1010
Albany, NY 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

COUNTY OF _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor name on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contact Update Form

Please update/specify information for up to (4) people to receive contract related correspondence from DOS. Ideally, we would want to see the CEO, Grant Administrator, Project Manager and MWBE Liaison listed on this form.
All changes should be made in the Changes/Additions/Corrections column.

		Changes/Additions/Corrections
Official mailing address of the Town of Stillwater	Town of Stillwater 881 Hudson Avenue Stillwater, NY 12170	
Supervisor of the Town of Stillwater:	Name: Edward Kinowski Title: Supervisor Affiliation: Town of Stillwater Email: ekinowski@stillwaterny.org Phone: 518-664-6148	
Contact Person #1:	Name: Lindsay Buck Title: Senior Planner Affiliation: Town of Stillwater Email: lbuck@stillwaterny.org Phone: 518-664-6148	
Contact Person #2:	Name: Norabelle Greenberger Title: Senior Planner Affiliation: LaBella Associates Email: ngreenberger@labellapc.com Phone: 518-824-1933	
MWBE Liaison:	Name: Title: Affiliation: Town of Stillwater Email: Phone:	

Contract Review Form

On Face Page (page 1), are the Contractor Name, Federal Tax ID Number and NYS Vendor ID Number correct?	YES	NO
On Face Page (page 2), does the Current Contract Term and Period (10/1/2024 - 9/30/2029) reflect the time period during which all project costs will be incurred (including match)?	YES	NO
In Attachment B, does the budget accurately reflect the anticipated costs and MWBE goals for the project?	YES	NO
In Attachment B, Category E, are all known subcontractors accurately reflected?	YES	NO
In Attachment C, does the project description and work program tasks accurately reflect the work to be undertaken for the project?	YES	NO
Confirm that the Town of Stillwater is registered in the NYS Contract System and that the MWBE Liaison is able to access the NYSCS.	YES	NO
Confirm that MWBE Form A (or copy of EEO policy) is included in this submission (for planning contracts over \$25,000 and construction projects over \$100,000).	YES	NO
Confirm that MWBE Form B (for the grantee, as well as any known subcontractors) are included in this submission (for contracts over \$250,000).	YES	NO
Confirm that MWBE Form D or MWBE Form D-1 is included in this submission, and that MWBE Form D will be resubmitted each time any new MWBE subcontractors are selected during the life of the contract.	YES	NO
Confirm that the Vendor Responsibility Questionnaire has been completed for any NFP Grantees receiving \$50,000 or more, as well as any known subcontractors receiving \$100,000 or more in State Funds, and that Disability and Workers' Comp certificates are included in this submission for any NFP Grantees.	YES	NO
Confirm that all appropriate financial documentation related to this contract will be retained during the life of the contract and for six years following the final contract payment, and that the documentation will be submitted as necessary to support payment requests and/or as requested by DOS.	YES	NO
Confirm that all documentation related to procurements under this contract, including documentation related to Good Faith Effort to secure MWBE utilization, will be retained during the life of the contract and submitted as requested by DOS (see attached document "MWBE Good Faith Effort Documentation").	YES	NO

*****If any questions above are answered "NO", a written explanation must be attached to this form*****

☐ Check here if any portion of this project includes federal DBE (Disadvantaged Business Enterprise) goals

Signature of the Supervisor: _____

Date: _____

Enter the name, phone number and email address of the individual(s) that we should contact if we have questions while executing this contract:

Name: _____ Phone: _____

Email Address: _____

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBE) PROGRAM AT THE DEPARTMENT OF STATE (DOS)

Overview

Article 15-A of the NYS Executive law was enacted on **July 19, 1988**, to promote equality of economic opportunities for MWBEs and to eliminate barriers to their participation in state contracting.

DOS aspires to meet our agency-wide MWBE goal of **30%** utilization.

The MWBE requirement applies to Contracts, including Grants, with value over:

- \$25,000 for commodities and services
- \$100,000 for construction

DOS participates in the statewide requirement to provide procurement opportunities for MWBEs. The **Bureau of Fiscal Management** administers the Department's **MWBE Program**.

How does it apply to you?

- Under **5 NYCRR §142.8**, DOS contractors are required to make “**good faith efforts (GFE)**” to provide meaningful participation to MWBEs as subcontractors or suppliers in the performance of their contracts.
- The contract's specific MWBE goals can be identified in the **RFA** and/or the **budget page** in applicable contracts.
- Goals apply to qualified (subbed out/procured) budget lines of all applicable contracts
- Contractors should set up an account in the New York State Contract System(<https://ny.newnycontracts.com>) for submitting utilization plans and reports. ***100% federally funded contracts are not required to use the system.**



Your Responsibilities Under Article 15-A

1

Within ten days of receipt of the award notification from DOS, submit:

- **Form A** - MWBE/EEO Policy Statement
- **Form B** - Staffing Plan (if contract > \$250,000)
- **Form D** - MWBE Utilization Plan **OR**
- **Form D-1** - MWBE Certification Letter

Forms are available at: www.dos.ny.funding/mwbe

2

Throughout the contract term:

- Report payments to MWBE subcontractors as soon as those payments are made, through the system **OR** submit Form F - Quarterly MWBE Utilization
- Submit Form C - Workforce Utilization.
- Communicate with your contract's Program Manager through the system.



How to meet the MWBE goals?

The number of certified MWBE vendors keeps growing!

Find **eligible businesses** through the NYS MWBE Directory located at:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

Only the use of **New York State-certified** MWBEs will count towards meeting NYS contract goals.

A **Waiver Request** can be submitted if there are no opportunities for MWBE participation, or to demonstrate the Good Faith Efforts to meet the goals. **Contact your contract program manager for assistance!**

For additional information about the MWBE Program, contact:

The Empire State Development's Division of Minority and Women-owned Business Enterprises at **(212) 803-2414**

Website: <https://ny.newnycontracts.com>

For certification: <https://esd.ny.gov/mwbe-new-certification>



For questions or assistance with achieving and reporting MWBE utilization, Contact the Bureau of Fiscal Management at **518-474-2754** or dos.sm.mwbe@dos.ny.gov

SERVICE DISABLED VETERAN-OWNED BUSINESS ENTERPRISES (SDVOB) PROGRAM AT THE DEPARTMENT OF STATE (DOS)

Overview

Article 17-B of the Executive Law, enacted on May 12, 2014, recognizes veteran's service to and sacrifice for our nation. It is New York State's policy to promote and encourage the continuing economic development of service disabled veteran-owned businesses, and allows eligible business owners to become certified as a New York State Service Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities.



New York State has established a statewide SDVOB goal of **6%**, to improve contracting opportunities for SDVOB certified vendors.

DOS participates in the statewide requirement to provide procurement opportunities for SDVOB.

The **Bureau of Fiscal Management** administers the Department's **SDVOB Program**.

Did you know???

Utilizing SDVOB vendors in your contracts will support NYS' efforts to improve the businesses owned by those who served our nation, create more private sector jobs, and maximize economic activity, to the mutual benefit of the communities

How does it apply to you?

DOS grantees and contractors are requested to make every effort, to the maximum extent possible, to:

- ◆ **Engage** certified SDVOBs in the purchasing of commodities, services and technology, in the performance of their DOS contracts, and
- ◆ **Report** any SDVOB vendor utilization achieved.

How to achieve SDVOB Utilization

Find **eligible businesses** at the NY State SDVOB Directory located at: <https://online.ogs.ny.gov/SDVOB/search>. **Only the use of New York State-certified SDVOBs** will give you credit for SDVOB utilization.

New certified SDVOB vendors are frequently being added to the Directory!

SDVOB vendors are available in the following categories:

- **Commodities**
- **Construction**
- **Construction Professional Services**
- **Financial Services**
- **Consulting & Other Services** (Business, Management, Administrative, IT, Media, Transportation, Equipment, Miscellaneous)

SDVOB utilization can be as subcontractors, suppliers, or other contracting roles.



Need Help?

The Office of General Services' **Division of Service-Disabled Veterans' Business Development** administers the NYS SDVOB Program :

Phone: 518-474-2015

Email: VeteransDevelopment@ogs.ny.gov

For Certification: <https://ogs.ny.gov/Veterans/>

For questions or assistance with achieving and reporting SDVOB utilization, Contact the Bureau of Fiscal Management
518-474-2754 or dos.sm.sdvoib@dos.ny.gov



Meeting MWBE Goals

This document outlines the process that a municipality should follow in a Good Faith Effort to meet the MWBE goals in your Department of State Contract. The same process can be followed for contractors who are soliciting additional subcontractors.

MWBE Directory Search - <https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

Searching the MWBE directory and identifying eligible MWBE firms is required for all competitive bidding opportunities. The following steps should help you identify MWBE firms that could be eligible for bidding opportunity. If no MWBEs are found using your search criteria, reach out to the DOS MWBE Program at the Bureau of Fiscal Management (dos.sm.mwbe@dos.ny.gov) for assistance. **Do not assume that because there are no MWBEs based on your search that this is sufficient for trying to meet the goals. Reach out to the DOS MWBE Program.**

1. Shortly before going out to bid or posting an RFP/RFAQ, conduct a search of MWBE firms in your region. The search criteria must be based on Commodity Codes (NAICS is recommended).
 - a. You can use a keyword (e.g., plumbing) to find the correct commodity code or you can browse the codes and drill down to the one relevant for the item you are looking to bid. When adding commodity codes, check the “Match any codes with the same number code” and “Include any lower level codes of those selected.”

Search by Commodity Code

COMMODITY CODES

Click to Lookup Commodity Codes

NAICS 23822: Plumbing, Heating, and Air-Conditioning Contractors ([remove](#))

Options:


- ☐ Match any codes with same number code (?)
- ☐ Include any lower level codes of those selected (?)

[Clear All Commodity Codes](#)

- b. If you are searching by keyword, make sure the search criteria are reasonable. The search criteria should anticipate a common vendor category, e.g., accountant, auditor, computer
 - c. The search should not be limited:
 - i. Use the broadest search criteria possible to generate a list of potential subcontractors.
 - ii. Do not limit your geographic area using the “Search by Location” query as this search will limit the search to businesses with their primary office in this location. The business may have satellite offices.

Rather, conduct your search using “Search by Work District/Regions” which shows where the businesses said they are able to do work. If you limit the geographic area in your search, there should be a justification for limiting searches.

Search by Location	
CITY	<input type="text"/>
ZIP CODE	<input type="text"/>
	<small>Tip: Search for multiple zip codes by separating with commas.</small>
DISTANCE SEARCH	Within <input type="text" value="5 miles"/> of zipcode <input type="text"/>
STATE	<input type="text" value="Select one or more"/>
PHONE AREA CODE	<input type="text"/>

Search by Work Districts/Regions 	
WORK DISTRICTS/REGIONS	<input type="text" value="Select one or more"/>

2. Print to PDF the screen showing your final search criteria (so that it shows date and time). Save that file along with the downloaded Excel file listing the MWBE firms. The Excel will also show the date and time of download. This is essential to show they are timely searches.
3. If no MWBEs are found with your search criteria, reach out to dos.sm.mwbe@dos.ny.gov for assistance.

Reaching Out to MWBEs

General Advertisement

If you publish the RFP/RFQ/or bid solicitation in any general circulation, trade association, and any MWBE-oriented publications, save a copy of that solicitation and note it on the Solicitation Log.

Direct Outreach

It is recommended that you reach out directly to all MWBE firms found in the directory in writing, then follow up with them to ensure they are aware of the procurement opportunity. All efforts should be documented.

1. When the bid or RFP/RFQ is posted, you should email the individual MWBE firms with information about opportunity, including the bid/RFP/RFQ and where to find additional information about plans and specifications (if applicable).
2. Save a PDF of all emails sent to MWBE firms and all responses received, including any responses where the email was undeliverable. (You can choose to request Read receipts. If you do so, save all those emails).
3. Record outreach in the Solicitation Log.
4. Conduct follow-up with MWBEs (likely phone call or fax) who did not respond to the email. Leave comments about any outreach efforts, like “left a message at 10:46am” or “not submitting due to workload” in the Solicitation Log.
5. All correspondence between you and the MWBE firms must be saved.

After Receiving Responses/Bids

1. Save all bids/responses/quotes received from all parties.
2. If scoring a proposal is involved, save the technical scoring sheet, evaluation criteria, and the cost proposal, particularly if the MWBE firm is not selected.
3. For construction bids, save quotes, the bid tabulation sheet and other relevant scoring documentation.
4. Before executing any subcontract, verify that the MWBE firm is still NYS-certified. This should be done periodically through their work on contract to ensure they are still certified.

FORM A
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, _____, the _____
agree to adopt the following policies with respect to the project being developed or services rendered at
the Town of Stillwater:

M/WBE

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

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

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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

Agreed to this _____ day of _____, 20_____

By: _____

Print: _____ Title: _____

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

30.00% Minority and Women's Business Enterprise Participation

15.00% Minority Business Enterprise Participation

15.00% Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____



FORM B
STAFFING PLAN (Grantee)

Submit with Bid or Proposal – Instructions on page 2

Solicitation No.: C1002638	Reporting Entity: Town of Stillwater	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name: Town of Stillwater		<input checked="" type="checkbox"/> Offeror
Offeror's Address: 881 Hudson Avenue, Stillwater, NY 12170		<input type="checkbox"/> Subcontractor

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

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

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal MWBE 101 (Rev 03/11)



FORM B
STAFFING PLAN (Subcontractor)
Submit with Bid or Proposal – Instructions on page 2

Solicitation No.: C1002638	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name: Town of Stillwater		<input type="checkbox"/> Offeror <input checked="" type="checkbox"/> Subcontractor Subcontractor's name _____
Offeror's Address: 881 Hudson Avenue, Stillwater, NY 12170		

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

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

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal MWBE 101 (Rev 03/11)

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

Instructions for completing:

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

RACE/ETHNIC IDENTIFICATION

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

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

OTHER CATEGORIES

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

FORM D – M/WBE UTILIZATION PLAN

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

Offeror's Name: Town of Stillwater
Address: 881 Hudson Avenue
City, State, Zip Code: Stillwater, NY 12170
Telephone No.: 518-664-6148
Region/Location of Work: CR

Federal Identification No.: 14-6002456
Project/Contract No.: C1002638

M/WBE Goals in the Contract: MBE 15.00% WBE 15.00%

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

F.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM E.				
PREPARED BY (Signature): DATE: NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.		TELEPHONE NO.:	EMAIL ADDRESS:	
		FOR M/WBE USE ONLY		
		REVIEWED BY:	DATE:	
		UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Contract No.: Project No. (if applicable): Contract Award Date: Estimated Date of Completion: Amount Obligated Under the Contract: Description of Work: NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____		

MWBE COMPLIANCE CERTIFICATION LETTER (FORM D-1)

I, _____, a duly authorized representative of the Town of Stillwater (hereinafter, "Applicant"), acknowledge by my signature below that Applicant is committed to show due-diligence and to comply with the established MWBE goals and requirements set forth in RFA No. 23-LWRP-1 (hereinafter, the "RFA") with the NYS Department of State (DOS).

Applicant understands that submitting an MWBE Utilization Plan – Form D will be a requirement if awarded the Contract. As hereby authorized and directed by DOS, applicant acknowledges and agrees that, following contract execution, it shall submit the MWBE Utilization Plan – Form D for the Contract within two weeks after selection of any vendor or subcontractor for the provision of MWBE-applicable purchases or contractual services to be undertaken in furtherance of the Contract. The Contractor shall be required to adhere to an such MWBE Utilization Plan in the performance of the Contract, and a failure to so submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. It is further acknowledged and agree that this document shall not under any circumstances be construed as constituting a waiver or release, in whole or in part, of any provision of the RFA or Contract or of any rights, obligations or remedies that may be available to DOS or Contractor.

Date:

Signature: _____

Contract Number: C1002638

Name:

Contract Description: Saratoga Lake Water
Quality Study Implementation

Title:

Contact Information:



**Department
of State**

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY: NYS Department of State One Commerce Plaza 99 Washington Avenue – Suite 1010 Albany, NY 12231	BUSINESS UNIT/DEPT ID: DOS01/3800000 CONTRACT NUMBER: C1002638 CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: STILLWATER TOWN OF	TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment
CONTRACTOR DOS INCORPORATED NAME: n/a	PROJECT NAME: Saratoga Lake Water Quality Study Implementation
CONTRACTOR IDENTIFICATION NUMBERS: NYS VENDOR ID Number: 1000002383 Federal Tax ID Number: 14-6002456 DUNS Number (if applicable): n/a	AGENCY IDENTIFIER: 23-LWRP-1 (CR) CFDA NUMBER (Federally Funded Grants Only): n/a
CONTRACTOR PRIMARY MAILING ADDRESS: Town of Stillwater 881 Hudson Avenue Stillwater, NY 12170 CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address CONTRACTOR MAILING ADDRESS <input checked="" type="checkbox"/> Check if same as primary mailing address	CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit Charities Registration Number: n/a Exemption Status/Code: 3A/02 <input type="checkbox"/> Sectarian Entity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>FROM: 10/1/2024 TO: 9/30/2029</p> <p>CURRENT CONTRACT PERIOD:</p> <p>FROM: 10/1/2024 TO: 9/30/2029</p> <p>AMENDED TERM:</p> <p>FROM: TO:</p> <p>AMENDED PERIOD:</p> <p>FROM: TO:</p>	<p>CONTRACT FUNDING AMOUNT: (<i>Multi-year</i> – enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> – enter current period amount)</p> <p>CURRENT: \$64,575.00</p> <p>AMENDED:</p> <p>FUNDING SOURCES:</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>			
<p>FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT: (Out years represent projected funding amounts)</p>				
#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				
<p>ATTACHMENTS PART OF THIS AGREEMENT:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><input checked="" type="checkbox"/> Attachment A:</p> <p><input checked="" type="checkbox"/> Attachment B:</p> <p><input checked="" type="checkbox"/> Attachment C: Work Plan</p> <p><input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule</p> <p><input type="checkbox"/> Other:</p> </div> <div style="width: 50%;"> <p><input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions</p> <p><input type="checkbox"/> A-2 Federally Funded Grants</p> <p><input checked="" type="checkbox"/> B-1 Expenditure Based Budget</p> <p><input type="checkbox"/> B-2 Performance Based Budget</p> <p><input type="checkbox"/> B-3 Capital Budget</p> <p><input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)</p> <p><input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)</p> <p><input type="checkbox"/> B-3(A) Capital Budget (Amendment)</p> </div> </div>				

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence: In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V)

forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in

accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any

regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

B. Renewal:

1. **General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. *Notice of Termination:*

a) Service of notice: Written notice of termination shall be sent by:

- (i) personal messenger service; or
- (ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business

days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

- a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.
- b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

- a) the repayment to the State of any monies previously paid to the Contractor; or
- b) the return of any real property or equipment purchased under the terms of the Master Contract; or
- c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

- 1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
- 2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract

Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

5. payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
6. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
7. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
8. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.
2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).
2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:
 - a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:
 - (i) *Narrative/Qualitative Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
 - (ii) *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting

Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.
2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - (iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m.

until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. *Cost Allocation:*

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A- 87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. ***Federal Funds:*** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08- 005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees

that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where

the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;

- b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.
5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.
6. The State, in its sole discretion, reserves the right to make a final Determination of Non- Responsibility at any time during the term of the Master Contract based on:
- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
 - b) the State's discovery of any material information which pertains to the Contractor's responsibility.
7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing,

⁹ Not applicable to not-for-profit entities.

paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Agency Specific Clauses (revised 4/21/20)

For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" are interchangeable, unless the context requires otherwise.

A. Project Timetable

The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with any timetable associated therewith as set forth in the Work Plan (Attachment C) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.

B. Budget Modifications

Prior DOS written approval, which requires a detailed breakdown and justification, is required for all requests for budget modifications, regardless of the amount of the modification. Additional approvals will be required when modifications exceed thresholds described below.

Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contracts must be submitted to DOS for submission to the Office of State Comptroller for approval when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
1. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

C. Applicable Terms

In addition to the criteria set forth in IV(E)(1)(b) of the Standard Terms and Conditions, documentation of personal service expenditures shall:

1. Be based upon actual work performed;
2. Be supported by internal controls that provide a reasonable assurance that the charges are accurate, allowable, and properly allocated; and
3. Comply with the Contractor's established accounting policies.

Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

D. License to Use and Reproduce Documents, Intellectual Property and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a perpetual, transferable nonexclusive license to use, reproduce in any medium, and distribute, for any purpose, any intellectual property or other work purchased, developed or prepared for or in connection with the Project using funding provided pursuant to this Contract, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement, and further agrees and warrants that it shall not enter into any subcontract or other agreement purporting to limit such title or interest in such works in any manner that may compromise Contractor's ability to provide the aforesaid license to the Department. Such warranties shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

E. Property

The ownership of all property or intellectual property described herein and purchased, developed or prepared under the terms of this Contract shall reside with the Contractor with a reversionary interest in such property or intellectual property held by the Department, unless otherwise authorized or directed in writing by the Department. Except as otherwise provided in Section II.C.4 of the Standard Terms and Conditions, Contractor shall retain ownership of such property or intellectual property after the term of this Contract so long as such property or intellectual property is used for purposes similar to those contemplated by this Contract. Otherwise, the Contractor shall return such property or intellectual property to the Department at the Contractor's cost and expense, and Contractor's ownership interests, rights and title in such property or intellectual property shall revert to the Department. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of applicable federal law and OMB Circulars, including but not limited to 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended.

F. Termination

The Department may terminate the Agreement in accordance with the terms and conditions set forth in the Master Grant Contract section of this Agreement. In addition to other reserved rights it has to terminate this Agreement, the Department may terminate or suspend the Agreement under the following circumstances:

1. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded.
2. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the

notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.

3. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may, in its sole discretion, issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
4. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
5. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.
6. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

G. Subcontracting Requirements

1. Contractor agrees that it shall not enter into any subcontract for the performance of work in furtherance of this Contract with any subcontractor that at the time of contracting: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to possess requisite workers compensation and disability insurance coverage (see <http://www.wcb.ny.gov>). In addition, Contractor agrees that it shall immediately suspend or terminate any subcontract entered into for the performance of work in furtherance of this Contract if at any time during the term of such subcontract the subcontractor: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (list available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to maintain requisite workers compensation or disability insurance coverage (see <http://www.wcb.ny.gov>). Contractor agrees that any such suspension shall remain in place until the condition giving rise to the suspension is corrected by the subcontractor. The terms of this clause shall be incorporated in any and all subcontracts entered into in furtherance of this Contract.
2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.

3. The Contractor shall be responsible for informing its subcontractors of all the terms, conditions and requirements of the Contract Documents including, but not limited to the terms of the Master Grant Contract, any and all Appendices, and any changes made by amendments thereto, and ensuring that any and all subcontracts entered into in furtherance of this Contract conform to and do not conflict with such terms.
4. Contractor shall file each and every subcontract entered into in furtherance of this Contract with the Department of State no later than fifteen (15) calendar days following the signing of the subcontract, unless otherwise authorized or directed by the Department of State.
5. In addition to the requirements of Section IV.B.2 of the Standard Terms and Conditions, the Department reserves the right to require, upon notice to the Contractor, that, commencing from the date of such notice or a date otherwise specified in such notice, Contractor must obtain written approval from the Department prior to entering into any and all subcontracts valued at or below \$100,000 for the performance of any activities covered by this Contract (as provided for in Attachment C). Contractor agrees to require any proposed subcontractors to timely provide to the Department such information as may be requested by the Department as necessary to assess whether the proposed subcontractor is a responsible entity capable of lawfully and satisfactorily performing the work. In the event the Department invokes this right of prior approval and a request for approval is submitted by Contractor and denied by the Department, Contractor agrees that it shall not enter into the proposed subcontract and that no costs associated with such subcontract shall be allowable under this Contract.

H. Compliance with Procurement Requirements

1. All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the MWBE requirements as set forth in Section M and any additional requirements imposed by the State as set forth in Attachment C hereof.
2. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements as set forth in Section M of this Agreement and any additional requirements imposed by the State as set forth in Attachment C hereof.
3. For non-municipal entities such as community-based organizations, the chief legal officer or financial administrator of the Contractor shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth in Section M of this Agreement and to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

I. Vendor Responsibility Determinations

1. A Vendor Responsibility Questionnaire and Certification is required for certain contracts. This Questionnaire is designed to provide information to assist the contracting agency in assessing a CONTRACTOR's responsibility, prior to entering into a contract, and must be completed and submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.
2. Contractor hereby acknowledges that the Vendor Responsibility Questionnaire (VRQ), as described in Section IV (N) of the Master Grant Contract, as well as any updated or amended version of the VRQ submitted during the term of this contract, or any contractor responsibility information that may be requested by the Department and submitted during the term of this contract, is made a part of this contract by reference hereto and that any misrepresentation of fact in the information submitted, may result in termination of this contract. During the term of this Contract, any changes in the information provided in the questionnaire shall be disclosed to the Department, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract.

J. State Attorney General Charities Registration

In accordance with the Estates, Powers and Trust Law § 8-1.4 (s), the recipient certifies that it is in compliance with the requirements of Estate, Powers and Trusts Law sections 8-1.4 (d), (f), and (g), regarding organizations which administer property for charitable purposes registering and filing periodic reports (together with the appropriate filing fees) with the New York State Attorney General's Charities Bureau. This certification is a material representation of fact upon which reliance was placed by the Department of State in entering into this Agreement with the Contractor.

The Contractor agrees that it will provide immediate written notice to the Department of State if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

K. Records Access

The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for reasonable time following, issuance of the final payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and records in a manner so that reports can be produced therefrom in accordance

with generally accepted accounting principles. The Contractor shall maintain separate financial books and records for all funds received through the Department pursuant to this Agreement.

L. Notices

Pursuant to Section J of the Master Grant Contract, notice hereunder shall be addressed as follows:

1. Notice to the State

Name:	Laurissa Garcia
Title:	Contract Management Specialist 2
Agency:	Department of State
Division:	Office of Planning, Development and Community Infrastructure
Address:	99 Washington Avenue, Suite 1010 Albany, NY 12231
Telephone Number:	518-486-9540
E-Mail Address:	<u>opdcontracts@dos.ny.gov</u>

2. Notice to the Contractor

Name:	Edward Kinowski
Title:	Supervisor
Affiliation:	Town of Stillwater
Address:	881 Hudson Avenue Stillwater, NY 12170
Telephone Number:	518-664-6148
E-Mail Address:	<u>ekinowski@stillwaterny.org</u>

M. Limits on Administrative Expenses and Executive Compensation (19 NYCRR Part 144, incorporated herein by reference):

1. If Contractor is a “covered provider” within the meaning of 19 NYCRR § 144.3(d) at any time during the life of this Agreement, then during the period when Contractor is such a “covered provider”:
 - a. Contractor shall comply with the requirements set forth in 19 NYCRR Part 144, as amended; and
 - b. Contractor’s failure to comply with any applicable requirement of 19 NYCRR Part 144, as amended, including but not limited to the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements, may be deemed a material breach of this Agreement and constitute a sufficient basis for, in the discretion of the Department, termination for cause, suspension for cause, or the reduction of funding provided pursuant to this Agreement.
2. Contractor shall include the following provision in any agreement with a subcontractor or agent receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under this Agreement:

[Name of subcontractor/agent] acknowledges that, pursuant to this Agreement, it is receiving “State funds” or “State-authorized payments” originating with, passed through, or approved by the New York State Department of State in order to provide program or administrative services

on behalf of [Name of CONTRACTOR]. If at any time during the life of this Agreement [Name of subcontractor/agency] is a “covered provider” within the meaning of Section 144.3(d) of DOS regulations, [Name of subcontractor/agent] shall comply with the terms of 19 NYCRR Part 144, as amended. A failure to comply with 19 NYCRR Part 144, where applicable, may be deemed a material breach of this Agreement constituting a sufficient basis for suspension or termination for cause. The terms of 19 NYCRR Part 144, as amended, are incorporated herein by reference.

N. Minority and Women Owned Business Participation

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a Division of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

1. General Provisions

- a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- b. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the “Agency”), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State-certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws. Contractor agrees that the terms “MWBE,” “MBE” and “WBE” as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.
- c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section M(7) of this Attachment and such other remedies as are available to the Agency pursuant to the Contract and applicable law.

2. Contract Goals

- a. The Department's New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") utilization goal is 30%. For purposes of this Contract, the specific overall MWBE goal and the breakdown between the Minority-owned Business Enterprise ("MBE") and the Women-owned Business Enterprise ("WBE") utilization goals, are set forth in the Attachment B "Budget", based on the current availability of MBEs and WBEs.
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section 2(a) hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- c. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker's contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier's contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

d. The Contractor must document "good faith efforts," pursuant to 5 NYCRR §142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:

- 1) Evidence of outreach to MWBEs;
- 2) Any responses by MWBEs to the Contractor's outreach;
- 3) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
- 4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Agency with MWBEs; and,
- 5) Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

3. Equal Employment Opportunity ("EEO")

- a. The provisions of Article 15-A §312 of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- b. In performing the Contract, the Contractor shall:
 - 1) Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
 - 3) If the Contractor, or any of the subcontractors does not have an existing EEO policy statement, the Agency may require the Contractor or subcontractor to adopt a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 - 4) The Contractor's EEO policy statement shall include the following language:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "e" of this section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Form B - Staffing Plan

If the total expenditure of this contract is in excess of \$250,000, the following provision shall apply:

The Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their proposal or within a reasonable time, as directed by the Department of State.

d. Form C - Workforce Utilization Report

- 1) The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Agency on a monthly basis for construction contracts, and on a quarterly basis for all other contracts, during the term of the Contract.
- 2) Separate forms shall be completed by the Contractor and any subcontractors performing work on the Contract.
- 3) The Contractor shall comply with the provisions of the Human Rights Law, as well as all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

- a. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan or shall submit an MWBE Utilization Plan at such time as shall be required by the Department of State through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Department of State, either prior to, or at the time of, the execution of the contract.
- b. The Contractor agrees to adhere to such MWBE Utilization Plan for the performance of the Contract.
- c. The Contractor further agrees that a failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Agency shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

5. Waivers

- a. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Agency (use Form E - Waiver Request). Such waiver request

must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

- b. If the Agency, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section 6, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Quarterly MWBE Contractor Compliance Report.

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form F) to the Agency by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

The Agency may require the Contractor to use the NYSCS to submit utilization plans, record payments to subcontractors and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations. Technical assistance can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 473-3401. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

7. Liquidated Damages - MWBE Participation

- a. Where the Agency determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Agency liquidated damages.
- b. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, the Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed. Provided,

however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

O. Service-Disabled Veteran-Owned Businesses Participation

Article 17-B of the Executive Law, enacted in 2014, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department of State (DOS) has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 17-B.

To comply with the SDVOB Program goals of 6%, the Department of State strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: <https://ogs.ny.gov/Veterans/>.

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS), and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address:

VeteransDevelopment@ogs.ny.gov, or the DOS Division of Affirmative Action Programs – SDVOB Program at Catherine.Traina@dos.ny.gov or Api.Ohouo@dos.ny.gov. The directory of certified SDVOB vendors can be found at: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf.

II. Program Specific Clauses (revised 2/1/18)

A. This Agreement has been entered into pursuant to the following understandings:

1. Title 11 of the Environmental Protection Fund Act provides State assistance to municipalities for the State share of the cost of approved local waterfront revitalization projects as defined in the Act.
2. The Department of State (Department) is authorized by such Act to evaluate and determine eligibility of applications for funding of projects.
3. Based upon information, representations and certifications contained in Contractor's application for funding, including the Program Work Plan as set forth in Attachment C, the Department has made a determination of eligibility of funding for Contractor's project under such Act.
4. State funds (Funding Amount set forth on the Face Page) for this Project (Attachment C Program Work Plan) are provided pursuant to a reappropriation of funds originally made by Title 11 of the Environmental Protection Fund Act.
5. The Contractor shall request payment and reimbursement of eligible and supportable costs incurred under this Agreement, on an interim basis, and each such payment request will be processed by the Department in accordance with relevant provisions set forth herein, together with the following terms:
 - a. The Department, upon approving each payment request, shall make an interim payment for eligible and supportable costs incurred by the Contractor.
 - b. The final payment request will not be processed by the Department prior to satisfactory completion of the Project.
 - c. The Department can withhold the final 10% of the total amount that may be funded by the State in accordance with this Agreement, until the satisfactory completion of the Project.
6. No liabilities are to be incurred beyond the contract period and no costs will be reimbursed for such liabilities unless: 1) funds have been reappropriated for the Project in the subsequent State fiscal year, 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project and 3) an extension agreement is approved in accordance with Section IA. of the Agreement.
7. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, the State may provide a no-cost time extension. The parties shall revise or complete the appropriate appendix form(s), which may be subject to approval of the Office of the State Comptroller.
8. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.

B. Additional Requirements for Construction Projects

1. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for

its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.

2. The State shall make periodic inspections of the project both during its implementation and after its completion to ensure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
3. The Contractor shall be responsible for ensuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

C. Reports, Documents and Maps

The Contractor shall, where appropriate, identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund."

D. Contractors Insurance Requirements

1. Prior to the commencement of the work, the Contractor shall file with the Department of State, Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such certificate shall be of form and substance acceptable to the Department.
2. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
3. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insureds thereunder.
4. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.

5. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.
6. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.
7. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
8. Unless the Contractor is self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, the Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
 - a. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 - 1) If such insurance contains an aggregate limit, it shall apply separately to this location.
 - 2) Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of contractors work.
 - b. Where the Project described in Attachment C includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
 - c. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 - d. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.

- e. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the Department held in their care, custody and/or control.
 - f. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.
9. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1,000,000.

E. Contractor Property Interest

Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights-of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

F. Date/Time Warranty

1. Contractor warrants that product(s) furnished pursuant to this contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.
2. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.
3. This Date/Time Warranty shall survive beyond termination or expiration of this Contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

G. Fees

The Contractor may charge a reasonable fee for the use of any facility which is part of the project.

1. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.
2. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.
3. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.

H. Alienation

Where the project is undertaken on or involves parklands or public waterfront land, the following additional provisions apply:

1. The Contractor shall not at any time sell or convey any facility or any portion of the project acquired or developed pursuant to this Agreement or convert such facility or any portion of the project to other than public park or public waterfront purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by State.
2. The Contractor agrees to own a property interest sufficient to maintain and operate the project in perpetuity. The Contractor shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the State.

I. Requirements for Contract GIS Products (1/17/13)

1. General Map Product Requirements -- The following general cartographic requirements must be adhered to by the Contractor:
 - a. Map Products and Supporting Data -- The Department requires delivery of digital map products, including all associated GIS and/or CAD digital files. Such materials must meet the specifications outlined in this General Map Product Requirements section and the Additional Digital Cartographic File Requirements section. Additionally, finished maps should also be provided in a format suitable for viewing and printing (e.g. PDF). If analog map products are required by the contract, they must meet specifications outlined in this General Map Product Requirements section and the Additional Digital-Ready Map Product Requirements section.
 - b. Deliverable Format -- All digital map and attribute table files must be provided in ESRI Shapefile or Geodatabase file format including all associated metadata on Recordable CD or DVD, external hard drive, via email attachment (preferably in a WinZIP file) or downloadable from an ftp site on the Internet. Alternatively, the digital products may be provided as

ArcInfo/GIS coverages or CAD files on the same media types upon approval of the Department. All other digital formats require prior approval of the Department. Coordination with the Department prior to submission of digital media is required to ensure compatibility of the delivered materials.

- c. Documentation -- A data dictionary must be included along with the map files describing file contents and file names, as well as metadata for each file including map projection, horizontal and vertical datums used, coordinate system, RMS accuracy and log sheet, information sources and dates, the map maker and date of preparation, and creation methodology. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".
 - d. Map Accuracy -- All deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Department the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.
 - e. Datums and Coordinate Systems-- All map products should be referenced to the North American Horizontal Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1988 (NGVD88). Unless otherwise specified in the RFP, UTM Zone 18 shall be used for data at scales smaller than 1:10,000 and State Plan shall be used for data at 1:10,000 scale and larger.
2. Additional Digital Cartographic File Requirements -- The following cartographic construction requirements must be adhered to by the Contractor:
- a. Edge-matching -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.
 - b. Common Boundaries -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
 - c. Point Duplication -- No duplication of points that occur within a data string is permitted.
 - d. Connectivity -- Where graphic elements visually meet, they must also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.
 - e. Line Quality -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non-visible level.

There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.

- f. Polygon Closure -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
 - g. Graphic Precision -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
 - h. Digitizer Accuracy -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.
3. Digital-Ready Map Product Requirements -- The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.
- a. Base Map Media -- All maps must be created on mylar or other stable base material.
 - b. Map Scale -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Department, all maps should be compiled at 1:24,000. If other map scales are approved by the Department, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
 - c. Map Registration -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYS DOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYS DOT quadrangle control ticks.
 - d. Map Title and Legend -- The maps must provide a title and legend block describing the information contained on the maps, and including the Documentation and Datums information requested in the General Map Product Requirements above and the map scale.
 - e. Cartographic Quality -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the Additional Digital Cartographic File Requirements section outlined above.
4. Contract Database Standards
- a. Delivery Media -- All database and tabular files must be provided on digital media as specified above in Deliverable Format.
 - b. Software Format -- Database and tabular files can be provided in Oracle, Microsoft Excel or Microsoft Access format. Other formats that are convertible to one of the aforementioned formats may be used with prior approval of the Department.

- c. Geographic Attributes -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

J. Notice of Public Proceedings

The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to public meetings or hearings, relating to the Project.

K. Environmental Review

1. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
2. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided the Department with appropriate documentation that Contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

Budget Summary:	Local Match	State Funds	Total Budget
	25%	75%	
A. Salaries	\$ 0.00	\$ 0.00	\$ 0.00
B. Travel	\$ 0.00	\$ 0.00	\$ 0.00
C. Supplies	\$ 0.00	\$ 0.00	\$ 0.00
D. Equipment	\$ 0.00	\$ 0.00	\$ 0.00
E. Contractual Services	\$ 21,525.00	\$ 64,575.00	\$ 86,100.00
F. Other	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 21,525.00	\$ 64,575.00	\$ 86,100.00

MWBE Goals:			
Grant Award		\$	64,575.00
MBE Goal	15%	\$	9,686.25
WBE Goal	15%	\$	9,686.25

A. SALARIES (including fringe benefits)	Local Match	State Funds	Total Budget
	\$ 0.00	\$ 0.00	\$ 0.00

B. TRAVEL	Local Match	State Funds	Total Budget
	\$ 0.00	\$ 0.00	\$ 0.00

C. SUPPLIES	Local Match	State Funds	Total Budget
	\$ 0.00	\$ 0.00	\$ 0.00

D. EQUIPMENT	Local Match	State Funds	Total Budget
	\$ 0.00	\$ 0.00	\$ 0.00

E. CONTRACTUAL SERVICES	Local Match	State Funds	Total Budget
Professional engineering services for grant administration, public engagement, design, and construction management of rain gardens and signs. Subcontractor: To be determined	\$ 7,000.00	\$ 21,000.00	\$ 28,000.00
Contractual services for the construction of the rain gardens and fabrication/installation of the educational signs. Subcontractor: To be determined	\$ 14,525.00	\$ 43,575.00	\$ 58,100.00
	\$ 21,525.00	\$ 64,575.00	\$ 86,100.00

F. OTHER	Local Match	State Funds	Total Budget
	\$ 0.00	\$ 0.00	\$ 0.00

ATTACHMENT C - WORK PLAN

Saratoga Lake Water Quality Study Implementation

1. Project Description

The Town of Stillwater will begin to implement the Saratoga Lake Water Quality Study by designing and constructing rain gardens and interpretative signage at Browns Beach and Stillwater Glen Hollow Park. These enhancements will improve water quality of Saratoga Lake by reducing stormwater runoff and nutrient loading.

Stillwater is one of the fastest growing towns in NYS, with most new development occurring along its Saratoga Lake waterfront area. The lake's water quality is key to ongoing economic growth and supporting a high quality of life for residents as well as visitors due to popular water-dependent recreational opportunities such as sportfishing and boating. This project advances the EPF- LWRP funded Saratoga Lake Water Quality Study which identified priority locations for stormwater management practices to mitigate the nutrient loading threatening the health of the lake.

The Town of Stillwater will retain a consultant to design and construct three rain gardens at two locations within the Town - two at Brown's Beach and one at Stillwater Glen Hollow Park. The goal is the reduction of nutrients and non-point pollution reaching Saratoga Lake via surface water runoff which has been shown to contribute to seasonal algal blooms and eutrophication of the lake. The installation of the rain gardens will lead to the improvement of water quality for Saratoga Lake thus protecting the lake's recreational and economic value to the region. This project also includes the design and installation of educational signs at each location to inform the public about the purpose and function of the rain gardens. This approach is intended to serve as a model approach of green infrastructure in two public, highly visible locations to be replicable by other communities in the Saratoga Lake watershed or with frontage on the Lake. Adaption of these practices by other lakeshore communities will help ensure a healthy lake environment and support future economic growth.

The Town of Stillwater will provide a cash match for the installation of the rain gardens and interpretive signs.

2. Project Attribution and Number of Copies

The Contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project. All final and public facing materials must include the Department of State logo and the following acknowledgment:

"This [document, report, map, etc.] was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund."

The contributions of the Department must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. The Contractor must provide adequate notice, at least two weeks, to the Department prior to any press release and/or events including groundbreakings and ribbon-cuttings to coordinate appropriate DOS attribution and participation. Project press releases and other notices shall be approved by the Department prior to release.

Unless otherwise specified in the Work Plan tasks, the Contractor must submit all required products in the following formats:

- Draft products: one digital copy of each product must be submitted in Microsoft Word and Adobe® Acrobat® Portable Document Format (PDF), created using 300 dpi scanning resolution.
- Final products: one electronic copy of each product must be submitted in Microsoft Word, PDF (20 MB maximum, per PDF), created using 300 dpi scanning resolution. In addition, one paper copy of each final product (including reports, designs, maps, drawings, and plans) must be submitted, upon request.
- Electronic data for all Geographic Information System-based mapping products and associated spatial data must be submitted in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products. Formal metadata must be provided with all digital GIS data which includes, at minimum, a file summary/abstract, intended use, data, source data, and author information.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department), as well as in JPG format.
- Photographs and images must be submitted in JPG format with a minimum resolution of 300 dpi must be dated and captioned with the location and a brief description of the activity being documented and include any associated metadata (including the photo's GPS location where available).

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

4. Reporting Documents

Documents and guidance for regular reporting and payment requests are made available the OPDCI Contract Resources webpage available at <https://dos.ny.gov/opdci-contract-resources>. Documents available include payment requests, status reports, amendment requests, final project closeout document, project signage, procurement certification, contract reporting requirements and MWBE forms.

5. Project Components

The Contractor shall ensure the completion of the following tasks and submit products associated with each task:

Task 1: Project Initiation Meeting

The Contractor, the Department, and any partners responsible for managing the project, shall hold an initial meeting to review and agree upon the project scope and schedule, project requirements, roles and responsibilities, the selection process for procuring consultants, State Environmental Quality Review Act (SEQRA) compliance requirements, MWBE requirements, ADA requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project initiation meeting. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements

reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Project initiation meeting held with appropriate parties. Written meeting summary outlining agreements reached.

Task 2: Project Advisory Committee

Establish a project advisory committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community-based organizations. A draft list of proposed members shall be circulated to the Department for review and approval prior to establishment of the committee.

Products: Draft and final list of proposed members of project advisory committee. Project advisory committee established.

Task 3: Procurement of Consultant (if applicable)

Prepare a Request for Proposals (RFP) or similar instrument (if applicable) including a complete project description with site conditions, expected final results, a schedule for completion, MWBE requirements, and criteria for selecting a preferred proposal. Consultant services requested shall include all applicable tasks, activities and responsibilities outlined in the "Project Components" section of this work program.

NYS Department of State requires a licensed professional engineer, architect or landscape architect licensed to practice in New York State for preparation and certification of final designs and construction documents, and for supervision of construction.

The Contractor must actively solicit bids for contracts and subcontracts from qualified State certified MWBEs which can be identified using the NYS Directory of Certified Firms (<https://ny.newnycontracts.com/>). The Contractor must retain records of the procurement process including direct solicitation to MWBEs; results; and any actions that its subcontractors have taken toward meeting MWBE contract participation goals. To demonstrate good faith efforts to achieve MWBE contract goals the following should be retained:

- Evidence of outreach to MWBEs: mail, email, phone calls and follow-up;
- Written responses by MWBEs to the grantee/vendor's outreach;
- Copies of search(es) of the directory and advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
- Attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the grantee with MWBEs including dates and location;
- Description of how the scope of work maximizes opportunities for MWBE participation; and
- Description of how non-MWBE subcontractors' have engaged MWBEs to undertake part of the project's work or to procure equipment/ materials/supplies.

NYS Department of State requires a licensed professional engineer, architect or landscape architect licensed to practice in New York State for preparation and certification of final designs and construction documents, and for supervision of construction.

Submit the RFP or similar instrument to the Department for review and approval prior to release for solicitation of proposals.

Products: Approved RFP or similar instrument released through advertisement in local papers, the New York State Contract Reporter, or other appropriate means. Documentation of procurement including direct solicitation to MWBEs and actions taken toward meeting MWBE contract participation goals.

Task 4: Subcontract and Compliance with Local Procurement Requirements

Prepare the draft subcontract(s) to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of product completion, a payment schedule with payments tied to receipt of products, and project costs.

Incorporate the Department's comments on the subcontract work plan, or scope of services, prior to execution of the final subcontract(s).

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that the Contractor fully complied with applicable provisions of General Municipal Law and with local procurement procedures. A procurement certification form will be supplied by the Department.

The Contractor's procurement record and consultant selection are subject to approval by the Department.

The Contractor remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Attachment A-1.

Products: Consultant(s) selected and approved by the Department. Executed subcontracts and written certification of compliance with procurement procedures.

Task 5: Project Advisory Committee Meetings

Hold a second project meeting with the consultant (if any) and Project Advisory Committee to review project requirements, site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information which would assist in completion of the project.

The Project Advisory Committee shall meet regularly over the course of the project to guide project development and review findings and documents. Following each meeting, the Contractor, or its consultant(s) shall prepare and distribute a brief meeting summary including attendees, main topics discussed, decisions agreed upon by committee, and action items.

Products: Project Advisory Committee meetings. Written meeting summary of each meeting.

Task 6: Site Reconnaissance

Conduct site-specific reconnaissance, in preparation for design. Work may include, at a minimum, identification, analysis, and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design
- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure, including stormwater treatment structures
- Transportation/circulation systems (truck, car, bus, ferry, train, pedestrian, bicycle, etc.) that serve or are located near the site
- Adjacent land and water uses
- Historic and archeological resources
- Soil and, as appropriate, core sampling to determine site stability
- Topography and hydrology
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Site constraints, needs, and opportunities

Products: Map(s) and written summary describing the above information and any other appropriate information identified during the project initiation meeting. Maps and relevant data and information, submitted in either ArcGIS format, or similar product acceptable to the Department.

Task 7: Schematic Designs and Alternatives Analysis

Prepare schematic designs and alternative analysis of the facility or facilities, considering and including a summary of the following, as applicable:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to state-designated Significant Coastal Fish and Wildlife Habitat areas, Scenic Areas of Statewide Significance, other Coastal Management Program special management areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

In consultation with the Department and the project advisory committee, the Contractor shall select the preferred schematic design as the basis for final design and engineering/construction plans and specifications, or shall work with the consultant(s) to develop a final schematic design incorporating elements of, or building upon, the alternative schematic designs.

Products: Alternative analysis and preferred schematic designs.

Task 8: Public Meeting

Hold public information meeting to solicit public input on the schematic designs to assist in selecting a preferred alternative. A written summary of public input obtained at this meeting shall be prepared and provided to the Department for review and comment.

Public meetings should be scheduled at times that are convenient to underrepresented communities (e.g., at night or on weekends instead of during the day) and at locations that are ADA accessible. Meetings shall be advertised with generous advance notice to garner maximum publicity, awareness, and participation.

Products: Public information meeting held. Minutes/Summary of meeting prepared including any presentations or handouts.

Task 9: Design Development

Prepare draft and final designs based on the selected schematic design. The designs shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during the project initiation meeting. The designs shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Department comments must be addressed to the satisfaction of the Department in subsequent revisions of the products and the final design.

Prepare an analysis of all federal, State, and local requirements for the selected schematic design alternative, such as necessary permits, reviews, and approvals. The analysis will include a written description of how requirements will be satisfied during development of the design. This analysis shall be submitted to appropriate project partners, permit review agencies, and the Department for review. A pre-permitting meeting with the Department and the identified federal, State, and local entities may be required to discuss revisions needed to satisfy regulatory requirements. The Contractor shall not work on developing final design prior to the Department approval of the permit analysis and Contractor response to comments from the pre-permitting meeting, if necessary.

Products: Draft and final designs and supporting materials. Written permit analysis. Pre-permitting meeting with identified entities. Contractor response to preliminary review comments by regulators.

Task 10: Certified Construction Documents

Prepare the final construction drawings, plans, specifications, and cost estimates. The final construction documents shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Construction shall not commence prior to addressing the Department's comments. Final construction documents must be certified by a licensed professional engineer, architect or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final construction documents, certified by a licensed professional engineer, architect or landscape architect.

Task 11: Environmental Quality Review

Prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If the lead agency makes a positive declaration of environmental impact, the Contractor shall prepare a Draft Environmental Impact Statement, advertise it as available for public review and comment, and complete the SEQRA process.

Products: SEQRA documents

Task 12: Permits

Prepare the necessary permit or other approval applications and obtain the required permits or approvals from regulatory agencies. A pre-application meeting with the Department and the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the Department for review and comment.

Potential permitting and approval agencies include:

- federal agencies such as the United States Army Corps of Engineers; Federal Highway Administration; Federal Aviation Administration; Federal Communication Commission; Federal Energy Regulatory Commission.
- the Department, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization to use or occupy State-owned lands or waters overlying those lands; the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and potential authorizing regional agencies such as Port Authority; St. Lawrence Seaway; Canal Corporation; Metropolitan Transportation Authority; CSX railroad; Amtrak; Adirondack Park Agency; Hudson River-Black River Regulating District.
- agencies of a regional, county, city, town, village, or special purpose district, including: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Demonstrate the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

Task 13: Bid Process and Selection of Construction Subcontractor

Prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. The bid invitation shall require the respondents to demonstrate ability to satisfy any applicable MWBE requirements. Prior to distributing the bid invitation, the Contractor shall submit the bid invitation to the Department for review and comment.

Select the construction subcontractor(s) from the bid respondents and prepare a draft contract or contract(s). The Contractor must certify to the Department that applicable public bidding procedures of General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor must actively solicit bids for contracts and subcontracts from qualified State certified MWBEs which can be identified using the NYS Directory of Certified Firms (<https://ny.newnycontracts.com/>). To demonstrate good faith efforts to achieve MWBE contract goals the following should be retained:

- Evidence of outreach to MWBEs: mail, email, phone calls and follow up;
- Written responses by MWBEs to the grantee/vendor's outreach;
- Copies of search(es) of the directory and advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
- Attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the grantee with MWBEs including dates and location;
- Description of how non-MWBE subcontractors' have engaged MWBEs to undertake part of the project's work or to procure equipment/ materials/supplies.

Submit the draft subcontract(s) to the Department for review and approval, and shall incorporate the Department's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to the Department.

Products: Executed construction subcontract(s). Written certification of procurement procedures.
Documentation of procurement including direct solicitation to MWBEs and actions taken toward meeting MWBE contract participation goals.

Task 14: Installation of Project Sign

Install a sign satisfactory to the Department identifying the Department's funding of the project. The project sign shall remain in place for the useful life of the improvements undertaken. To assist communities in fulfilling this requirement, the Department has developed an attractive low-cost informational sign. A Sign Order Form is available upon request from the Department.

Products: Department-approved sign design, and photo-documentation that sign is installed in project area.

Task 15: Construction, Construction Management and Site Inspection

After receipt of all necessary permits, site preparation and construction work may begin according to the final design and construction documents. The Contractor or its subcontractor(s) shall notify the Department at regular intervals of work progress, including any delays which have occurred.

The Contractor, its consultant(s), and/or the Department shall verify progress and completion of the work through periodic site inspections. The Contractor or its consultant(s) shall submit to the Department written summaries of progress including photo documentation and identification of problems to be addressed based on periodic site inspections.

Products: Written summary of periodic site visits including photo-documentation (pre-construction, during construction, and once the project is completed) and identification of any problems that need to be addressed.

Task 16: Project Completion

Submit a statement that the work has been completed in accordance with the contract, the final design and construction specifications, and all permit requirements. The completion statement must be certified by a licensed professional engineer, architect, or landscape architect. The Contractor shall submit a set of as-built plans, certified by a licensed professional engineer, architect, or landscape architect. The Contractor shall submit photo-documentation in the form of digital images of the completed project. The Department will not reimburse the Contractor for payment to consultant(s) or subcontractor(s) until the Department concurs that the work is complete.

Products: Statement of completion, certified as-built plans, and photo-documentation (including the photo GPS location where available)

Task 17: Final Project Summary Report and Measurable Results

Submit the Final Project Summary Report and Measurable Results electronically at:
<https://forms.office.com/g/eZERFeEeKM>.

Products: Final Project Summary Report and Measurable Results submitted to the Department.

Task 18: MWBE Reporting

Comply with MWBE Reporting Requirements by completing the following actions:

- Submit Form D - MWBE Utilization Plan to indicate any state-certified MWBE firms selected to work on this contract. Form D must be updated and submitted to the Department whenever changes to the selected MWBE firms occur (addition or removal).
- Record payments to MWBE subcontractors using DOS funds through the New York State Contract System (NYSCS).

Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the “Contact Us & Support” link.

Products: Ongoing reporting through NYSCS during the life of the contract. Form D submitted as necessary to reflect updated MWBE subcontractors.

Task 19: Project Status Reports

Submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to the Department during the life of the contract.

6. Project Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan and budget.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products, M/WBE forms, and payment requests including backup documentation.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will be responsible for ensuring that all public engagement communications and opportunities are made accessible to underrepresented communities (e.g., meeting locations, meeting materials, meeting notices, plan documents).
- will keep the Department informed of all important meetings for the duration of this contract.
- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract # as indicated on the Face Page of this contract.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the Department and the project advisory committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).

- will participate in initial project initiation meeting and subsequent meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve or disapprove any and all design, site plan, and preconstruction documents before construction may begin.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of \$0 (0% of the budget) as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting 0% of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

☒ Quarterly Reimbursement
Due Date: 3/31, 6/30, 9/30, 12/31

☐ Monthly Reimbursement
Due Date: _____

☐ Biannual Reimbursement
Due Date: _____

☐ Fee for Service Reimbursement
Due Date: _____

- ☐ Rate Based Reimbursement
Due Date: _____
- ☐ Fifth Quarter Reimbursement
Due Date: _____
- ☐ Milestone/Performance Reimbursement
Due Date/Frequency: _____
- ☐ Scheduled Reimbursement
Due Date/Frequency: _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- ☐ Narrative/Qualitative Report
The Contractor will submit, on a quarterly basis, not later than ____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- ☐ Statistical/Quantitative Report
The Contractor will submit, on a quarterly basis, not later than ____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- ☒ Expenditure Report
The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- ☒ Final Report
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.
- ☐ Consolidated Fiscal Report (CFR)¹
The Contractor will submit the CFR on an annual basis, in accordance with the timeframes designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until 60 days after completion of the agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is at project completion. The agency shall complete its audit and notify vendor of the results no later than 60 days later. The Contractor shall submit the report not later than 60 days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT	PERIOD COVERED	DUE DATE
Project Status Form (Status Report)	Contract period, as amended	6/30* 12/31*
MWBE Utilization Plan (Form D)	Contract period, as amended	Within 2 weeks of MWBE hire
MWBE Utilization Report (via NYSCS)	Contract period, as amended	3/31* 6/30* 9/30* 12/31*
	*Due every year during the contract period, as amended.	

PROJECT STATUS FORM

Recipient: Town of Stillwater Contract #: C1002638

Project Title: Saratoga Lake Water Quality Study Implementation

Date Prepared: _____

**** See guidelines for directions on completing this form ****

<u>Task #</u>	<u>Brief Task Description</u>	<u>Percent of Completion</u>	<u>A/T</u>	<u>Date of Completion</u>	<u>Task Accomplishments</u>	<u>Product Submitted to DOS</u>
1	Project Initiation Meeting					
2	Project Advisory Committee					
3	Procurement of Consultant (if applicable)					
4	Subcontract and Compliance with Local Procurement Requirements					
5	Project Advisory Committee Meetings					
6	Site Reconnaissance					
7	Schematic Designs and Alternatives Analysis					
8	Public Meeting					
9	Design Development					
10	Certified Construction Documents					
11	Environmental Quality Review					
12	Permits					
13	Bid Process and Selection of Construction Subcontractor					
14	Installation of Project Sign					
15	Construction, Construction Management and Site Inspection					
16	Project Completion					
17	Final Project					

	Summary Report and Measurable Results					
18	MWBE Reporting					
19	Project Status Reports					

Person to contact if we have questions about the information provided on this form:

Name:	_____	Email Address:	_____
Title:	_____	Affiliation:	_____
Phone:	_____	Fax:	_____

Guidelines for completing the Project Status Form

Contract Information section:

Recipient: The entity that entered into the contract with DOS.
Contract #: NYS Comptroller number listed on the Face Page of the contract.
Project Title: The official title of the project (can be found on most correspondence from DOS).
Date Prepared: The date that the status report is being prepared.

In the Task List section:

Every task and subtask listed in the Work Plan (Attachment C of contract, or Appendix D for older contracts) must be listed on each report submitted. Columns 1-5 should be completed for every task, giving the current percent of completion for each and indicating the completion date for tasks that are 100% complete, or the target date for tasks that are still underway. Target dates should be realistic and provide an up-to-date timeline for completion of the remaining tasks and project.

Task #: The tasks should be listed in order and numbered exactly as shown in the work plan.

Brief Task Description: Enter a couple of key words to describe the task (for example, “RFP”, “Final Designs”, “Permits”). This should be based on the task title from the work plan.

Percent of Completion: The current percentage of completion of this task.

A/T: If the task is 100% complete, enter “A” – (to indicate that the date in the **Date of Completion** column is the Actual date of completion of the task). If the task is less than 100% complete, enter “T” – (to indicate that the date in the **Date of Completion** column is the Target date for completion of the task).

Date of Completion: If the task is 100% complete, indicate the date that the task was completed – this date must be a past date. If the task is less than 100% complete, indicate the date that the task is expected to be completed – this date must be a future date. NOTE: If the target completion dates for any project tasks go beyond the current end date of the contract, an extension should be requested in the **Extension** section of this form.

Task Accomplishments: This column should be completed only if work on the task has started. The entry should be brief, but describe specific accomplishments made for each task. Status reports submitted with generic entries will take longer to review by DOS and may not be accepted (*see below for tips on improving **Task Accomplishments** entries).

Product Submitted: Indicate the specific task-related products which have been submitted to DOS for review and approval.

*Here are some tips on how to improve generic **Task Accomplishments** entries:

Generic accomplishment entry:

Advisory committee established.

RFP issued.

Consultant Selected.

Final designs.

Improved, more specific accomplishment entry:

8 person advisory committee was established and has met (6) times to date.

RFP was released through local papers and NYS Contract Reporter.

5 responses were received and ABC Construction Company, Inc. was selected

Final Design & Construction Drawings (incorporating DOS comments of 11/5/05) were approved by DOS.

MWBE Reporting, Project Status Reporting and Final Project Summary Report/Measurable Results (FPSR/MR) tasks:

MWBE reports and status reports are required to be submitted for the life of the contract. FPSR/MR forms are required to be submitted upon completion of the project. As such, these tasks should not be marked as 100% complete until the entire project is completed, all MWBE utilization has been reported in NYSCS, and the final status report and FPSR/MR forms have been submitted. The target completion date for these tasks should be within 60 days after the project is expected to be complete.

MWBE section (required):

Fill in the MBE and WBE goal amounts for this contract. The goal can be found on Attachment B-1 of more recently executed contracts and/or amendments, and in Attachment A-1, Section M.2.a for older contracts. If you are unsure what the goal for your contract is, please email us at opdcontracts@dos.ny.gov and we will provide the information.

Fill in the state-share amounts incurred to date (whether or not actually paid) by state-certified MBE and WBE firms.

Also at this time, please check your contract in NYSCS to confirm that any amounts actually paid to MWBE firms have been reported to receive credit towards the MWBE goal.

In the next section, briefly explain how any remaining MWBE goals are expected to be achieved.

Work Undertaken section (required):

Describe any work undertaken and advancements made since the last status report submitted. If this is the first status report, describe work undertaken and advancements made to date.

Extension section:

If an extension is requested by the Recipient, the request, reason and justification must be indicated in this section and the reasons provided should be detailed and specific. For example, requesting an extension to "complete the project" or "allow time to finish tasks" is not acceptable. The reasons provided in this section should be specific and explain why tasks were delayed and/or problems were experienced.

The extension requested must also be consistent with the target completion dates in the task list. For example, if the task list indicates that the final project task has a target completion date of December 31, 2019, you cannot request an extension to June 30, 2020.

Amendment section:

Please take a moment to review the executed budget and work plan of the contract or most recent amendment. If you notice the need for any adjustments, a description should be provided in this section. Note that since a budget amendment will be needed for most changes, it's best to provide the information on this report so that the budget can be amended as soon as possible to avoid future delays with reimbursements.

Issues section:

If any issues or problems have been encountered since the last status report submitted, they should be indicated here.

Contact Information section (required):

Provide the Name, Title, Affiliation, Email Address, Phone Number, and Fax Number of the person that DOS should contact directly if we have questions on the information provided on this form.

Submitting the status report:

Please email the completed status report in Microsoft Word format to opdcontracts@dos.ny.gov. Please do not forward the original by mail - we only need to receive one copy of the report.

If you have any questions, please email at opdcontracts@dos.ny.gov or call (518) 474-6000.



ATTACHMENT B

APPLICATION AND ADMINISTRATIVE SERVICES GRANT SUPPORT

Active Awarded Grant Projects						
Funding Agency	Grant Program	Project	Funding Amount	Match Amount	Status	Additional Notes
NYSDOS	Brownfield Opportunity Area	BOA Nomination Study (inc. engineers report for Phase 3 of water project)	\$200,000	\$23,000	LaBella prepared a 25% (\$50,000) advance request which was submitted to NYSDOS. The Scoping Meeting/Kick-Off meeting with NYSDOS, LaBella, the Town and Village can be scheduled at your convenience.	Joint Town/Village project
Hudson River Valley Greenway	Planning Grant	Town/Village-wide Open Space/Passive Recreation Plan	\$15,000	\$15,000	Project is advancing. Reimbursement request to be submitted to HRVG upon completion of the project.	Joint Town/Village project
NYSDOS	Local Waterfront Revitalization Program	Saratoga Lake Stormwater/Rain Garden Projects	\$64,575	\$21,525	Draft Work Plan provided to the Town. LaBella reviewed the draft documents. The Town requested an EA from LaBella for the work.	
Active Grant Projects LaBella is Collaborating with Other Firms on						
Funding Agency	Grant Program	Project	Funding Amount	Match Amount	Status	Additional Notes
Hudson River Valley Greenway	Trail Grant	Bemis Heights Historic Trail	\$24,000	\$24,000	LaBella engaged for trail design work	Tracey Clothier is leading the grant administration work
Submitted Grant Applications Waiting on Announcement						
Funding Agency	Grant Program	Project	Funding Amount	Match Amount	Status	Additional Notes
Federal appropriations		Phase 3 of the Water Project	\$1,281,000	\$1,281,000	Funding request submitted to the Town's 3 Federal reps and was selected by Tonko as one of 15 priority projects recommended for funding.	
Anticipated Future Grant Applications & Priority Project						
Funding Agency	Grant Program	Project	Funding Amount	Match Amount	Status	Additional Notes
NYSDEC	W/QIP	Brine system	\$11,400	TBD	Due on 7/31	
Multiple	Multiple	Multiple	N/A	N/A	LaBella prepared a grant memorandum with recommendations for future funding of priority projects. We recommend in the near-term advancing the Pro-Housing, Climate Smart Communities, and Clean Energy Communities certifications to increase competitiveness and open up additional funding streams.	

New York State Department of Environmental Conservation

Water Quality Improvement Project (WQIP)

Salt Storage and Road Salt Reduction

Projects that minimize or replace traditional road salt (rock salt) application to reduce chloride pollution in surface waterbodies or groundwater. Applicants may apply to retrofit one or more plows.

Eligible Project Primary Priority: Road Salt Reduction Equipment

(Max award: \$250,000). 25% award match required. Match consists of cash contributions and in-kind services for the project and must come from a local source.

Eligible Practices (more points awarded if 2+ practices in a project):

- Brine making equipment
- Brine storage tanks
- Live edge or segmented plow blades
- Plow guards
- Truck mounted brine spreading equipment
- GPS equipment and sensors to track road salt or brine application, or pavement temperature to inform road salt or brine application. This equipment may not exceed 20% of total project cost.

Required Application Attachments:

Requirements (attachments cannot be embedded and are due at the time of application)

1. Public highway lane and water resource map/maps: Must show labeled public highway lanes that equipment will be used on in relation to the following water resources:
 - a. Surface water resources
 - b. Groundwater resources
 - c. Public or private groundwater drinking water sources
 - d. Surface water used for a public system
2. If a salt storage structure, brining equipment and storage, or plow implements are to be built or stored wholly or partially in a floodplain, attach the applicable floodplain map with the location of the project indicated.
3. Budget worksheet
4. Sexual Harassment Prevention Certification form
5. Executive Order 16 Form

6. DEC Environmental Justice Community– map and summary (Mechanicville, New York)
7. Disadvantaged Communities (DAC, NYS) – map and summary (Mechanicville, New York)

Summaries referencing maps must include details demonstrating water quality or habitat improvement to these areas, benefit to the community, and exact locations where the project will be implemented.

Other requirements:

Proof of road salt reduction trainings, such as NYSDOT Snow University, AdkAction Sustainable Winter Road Maintenance Training, or equivalent are required to be completed prior to contracting.

Mechanicville, New York Census Block Group: 15000US3609106222002

Mechanicville, New York HUC10: 0202000311

Percentage below poverty level: 31.31

Total Population: 26.00

Percentage minority population: 4.50

Potential Environmental Justice Area: YES

Anthony Kill-Hudson River [Watershed Boundary HUC 10 | Watershed Boundary HUC 10 | New York Geographic Information Gateway \(ny.gov\)](#)

CONTACT

NYS Department of Environmental Conservation, Division of Water

- Don Tuxill, (518) 402-8168
- Ryan Waldron (518) 402-8244

ROAD SALT REDUCTION SCORING CRITERIA

Agency Points	Up to 115 points are available, as defined below. Applications must receive a minimum of 40 points to be eligible for funding. Applications that receive 0 points for Project Readiness or Experience and Ability will not be funded.			
Vision 40 to 2 points possible	Vision will be calculated by multiplying Performance Measures times Impact Factor. Performance Measures points and Impact Factor points will not be included in the total score, only the combined Vision points.			
Performance Measures 10 to 2 points possible (as part of Vision score)	10 POINTS: Project will implement two or more eligible road salt reduction practices. And one of the following: Project has an eligible Winter Road Maintenance Report OR Has areas identified in the Adirondack Road Salt Task Force Report ¹³⁰ within the “Pilot Categories and Location Candidate Recommendations” OR Is within the critical area of a DEC/DOH reviewed and accepted groundwater Drinking Water Source Protection Program (DWSP2) Plan ¹³¹ OR Equipment will be implemented on public highway lanes that are less than 25 feet from a	8 POINTS: Project will implement two or more eligible road salt reduction practices. OR Has areas identified in the Adirondack Road Salt Task Force Report within the “Pilot Categories and Location Candidate Recommendations” OR is within the critical area of a DEC/DOH reviewed and accepted groundwater DWSP2 Plan OR Equipment will be implemented on public highway lanes that are less than 50 feet from a public or private groundwater drinking water source or a surface water used for a public system and is shown in required map attachment.	6 POINTS: Project will implement one or more types of eligible road salt reduction practice. And one of the following: Equipment will be implemented on public highway lanes that are less than 100 feet from a public or private groundwater drinking water source or surface water used for a public system and is shown in required map attachment. OR Equipment will be implemented on public highway miles that are less than 100 feet from waterbodies classified as trout (T) or trout spawning (TS) and is shown in required map attachment.	2 POINTS: Project will implement only one type of eligible road salt reduction practice. OR Equipment will be implemented on public highway lanes that are over 100 feet from a public or private groundwater drinking water source or surface water used for a public system.

¹³⁰ Adirondack Road Salt Task Force Report:

https://extapps.dec.ny.gov/docs/administration_pdf/adirondackroadsaltreport.pdf

¹³¹ Applicants can contact DEC at source.water@dec.ny.gov for information about which municipalities have a complete DWSP2 plan.

	public or private groundwater drinking water source or surface water used for a public system and is shown in required map attachment.					
Impact Factor <i>4 to 1 point(s) possible (as part of Vision score)</i>	4 POINTS: Project will implement road salt reduction practices on more than 100 lane miles.	3 POINTS: Project will implement road salt reduction practices on 51-100 lane miles.	2 POINTS: Project will implement road salt reduction practices on 25 – 50 miles.		1 POINT: Project will implement road salt reduction practices on less than 25 lane miles.	
Reasonableness of Cost <i>25 to 0 points possible</i>	25 POINTS: Budget clearly details and justifies only eligible costs related to implementation of road salt reduction equipment.	15 POINTS: Cost is good as it applies to both achieving the project objectives and being a fiscally sound project.	5 POINTS: Cost is reasonable as it applies to both achieving the project objectives and being a fiscally sound project.		0 POINTS: Cost is not reasonable for this type of project.	
Program Scale <i>8 to 1 point(s) possible</i>	8 POINTS: Project will implement road salt reduction practices at a county scale.		5 POINTS: Project will implement road salt reduction practices in more than one municipality.		1 POINT: Project will implement road salt reduction practices in a single municipality.	
Potential Environmental Justice Area (EJ) and Disadvantaged Communities (DAC) Benefits <i>10 to 0 points possible</i>	10 POINTS: Project improves water quality and is within a PEJA or DAC area. OR Project is within the HUC 10 watershed and upstream of a drinking water source that will protect the drinking water quality serving a PEJA or DAC area.		5 POINTS: Project improves water quality and is within the HUC 10 watershed and upstream of a PEJA or DAC area.		0 POINTS: Project does not improve water quality within a PEJA or DAC area. OR Project is not within the HUC 10 watershed and not upstream of a drinking water source that will protect the drinking water quality serving a PEJA or DAC area. OR Project does not improve water quality and is not within the HUC 10 watershed and not upstream of a PEJA or DAC area.	
Disadvantaged Communities (DAC) (includes financial hardship) <i>10 to 0 points possible</i>	10 POINTS: Applicant is a municipality with a DAC population of 81 – 100%. ¹³² See Attachment A	8 POINTS: Applicant is a municipality with a DAC population of 61 - 80%.	6 POINTS: Applicant is a municipality with a DAC population of 41 - 60%.	4 POINTS: Applicant is a municipality with a DAC population of 20 - 40%	2 POINTS: Applicant is a municipality with a DAC population of 1 - 19%.	0 POINTS: Applicant is not a municipality with a DAC population.
Project Readiness <i>7 to 0 points possible</i>	7 POINTS: Applicant has a clearly defined plan for implementation of proposed road salt reduction		3 POINTS: Applicant has a plan for implementation of proposed road salt reduction practices but has not		0 POINTS: Proposal is unclear and is not ready to proceed to implementation.	

¹³² See Attachment A for specific information the Department has compiled, and is providing, for applicants to identify the percent of DAC populations within NYS municipalities. Additional information on the population and environmental characteristics of DAC areas can be found here: <https://climate.ny.gov/Resources/Disadvantaged-Communities-Criteria>

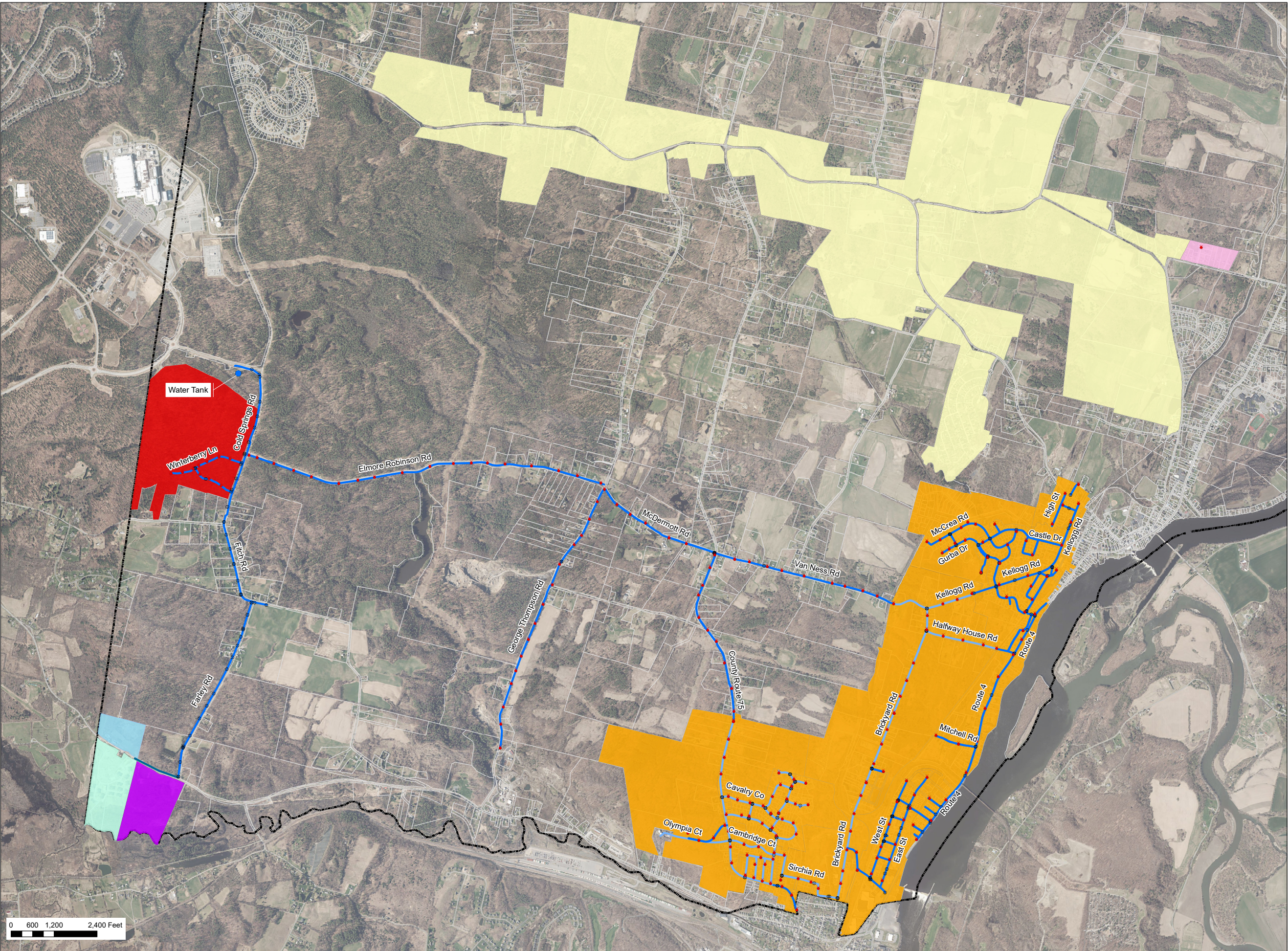
	practices and has already completed training requirement for road salt reduction practices.	yet completed training requirement for road salt reduction practices.	Applications that fall into this category will not be funded.
Experience and Ability <i>5 to 0 points possible</i>	5 POINTS: Applicant has shown the ability to complete all WQIP contracts in the past 10 years in a timely manner. OR Applicant has sufficiently shown its ability to complete this salt reduction project.	3 POINTS: Applicant has shown the ability to complete most WQIP contracts in the past 10 years in a timely manner. OR Applicant has not been awarded a WQIP grant in the past 10 years but appears to have the experience and ability to carry out the project.	0 POINTS: Applicant has demonstrated poor management of WQIP contract(s) in the past 10 years. OR Applicant has not been awarded a WQIP grant in the past 10 years and does not appear to have the experience and ability to carry out the project. Applications that fall into this category will not be funded.
Climate Resilience <i>5 to 0 points possible</i>	5 POINTS: Project is located in or serving a certified bronze or silver Climate Smart Community.	2 POINTS: Project is located in or serving a municipality that has completed one or more of the following Climate Smart Community actions: PE7: Climate Vulnerability Assessment; PE7: Climate-resilient Hazard Mitigation Plan; PE7: Watershed-based Flood Mitigation Plan. ¹³³	0 POINTS: Project is not located in or serving a bronze or silver certified Climate Smart Community OR the municipality has not completed any of the identified Climate Smart Community actions.
Flood Resilience <i>5 to 0 points possible</i>	5 POINTS: Equipment will be stored outside of the 0.2% or 1% annual chance of occurrence floodplain. OR Equipment will be stored within a 0.2% or 1% annual chance of occurrence floodplain AND demonstrates flood resilience that is consistent with the State Flood Risk Management Guidance for Implementation of the Community Risk and Resiliency Act.		0 POINTS: Equipment will be stored within a 0.2% or 1% annual chance of occurrence floodplain and does not demonstrate flood resilience.
Total Maximum Points	115 points		

¹³³ Descriptions for Climate Smart Community actions can be found at <https://climatesmart.ny.gov/actions-certification/actions>



ATTACHMENT C

ROUTE 4 AND SIDE STREET WATERLINE REPLACEMENT WATER DISTRICTS AND DISTRIBUTION MAP

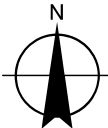


Town of Stillwater

STILLWATER

WATER DISTRICTS

AND DISTRIBUTION



- Water Tank
- ✱ Hydrants
- Water Valve (GPS collection)
- Water Valve (Record)
- Water Main (GPS collection)
- Water Main (Record)

Consolidated Water Districts

- District 5
- District 5 - Extension 1
- District 6
- District 6 - Extension 1
- District 6 - Extension 2
- District 6 - Extension 3
- District 6 - Extension 4
- Stillwater Town Boundary
- Stillwater Parcels

LaBella Project No: 2230805.11
Date: June 2024

Town of
Stillwater



ATTACHMENT D

TOWN LANDFILL MONITORING 2023 ANNUAL MONITORING REPORT

2023 Annual Landfill Monitoring Report

Stillwater MSW Landfill
Town of Stillwater
Saratoga County, New York

June 27, 2024

Project # 2230805.03



Prepared for:
New York State Department of
Environmental Conservation
P.O. Box 220
232 Golf Course Road
Warrensburg, New York 12885-0220

Prepared by:
The Capital District Office
LaBella Associates D.P.C.
4 British American Blvd
Latham, NY 12110
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Appendix B: Analytical Data Packages
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Appendix E: Post-Closure Quarterly Landfill Monitoring Inspection Sheet

1.0 INTRODUCTION

In January 2003, the New York State Department of Environmental Conservation (NYSDEC) granted approval of an application for a reduction in the frequency of post-closure groundwater and surface water monitoring at the Stillwater Municipal Solid Waste (MSW) Landfill (**Figure 1**), hereinafter referred to as the “Site”, under the Local Government Regulatory Relief Initiative’s Specific Variance: Post Closure Monitoring. Under the conditions of the variance, the Town of Stillwater is required to conduct annual sampling of the five groundwater monitoring wells and one surface water sampling location (**Figure 2**) on the landfill property for analysis of Routine Parameters in accordance with Title 6 of the New York Codes Rules and Regulations (6 NYCRR) Part 360, and every fifth year, conduct sampling and analysis for 6 NYCRR Part 360 Baseline Parameters. The groundwater monitoring event for the year 2023 was for Routine Parameters and was conducted on September 26, 2023. The next monitoring event will be evaluated for Routine Parameters and will occur in fall 2024.

Landfill gas monitoring and inspection events were performed in accordance with 6 NYCRR Part 360 post-landfill closure-monitoring requirements and the Town of Stillwater MSW Landfill Post-Closure Monitoring and Maintenance Operations Manual dated August 1997 (revised March 1998) with the following adjustments. In January 2013, the NYSDEC approved a reduction in the frequency for monitoring landfill decomposition gases in the gas monitoring wells (**Figure 2**) to once every four quarters, and landfill inspection events were reduced to annually. To consolidate field work, the gas monitoring has been conducted with the annual sampling and inspection event. On August 28, 2019, Mr. Dale Becker, NYSDEC Division of Solid Waste Senior Engineering Geologist, confirmed the preference that one consolidated annual event be conducted in late summer/early fall and include landfill gas monitoring, landfill inspection, and groundwater sampling.

The 2023 gas monitoring/landfill inspection and groundwater sampling results are presented in this report.

2.0 SITE GEOLOGY & HYDROGEOLOGY

2.1 Site Geology and Hydrogeology

Based on a groundwater contour map derived from June 1997 water levels and a recent groundwater contour map (**Figure 2**) prepared by LaBella Associates D.P.C. (LaBella), the local groundwater flow direction appears to be influenced by the geologic setting. Groundwater flows in two directions, from a topographic and groundwater high located near monitoring well DGC-1S. North of well DGC-1S, groundwater flows toward the northwest. South of well DGC-1S, groundwater flows south-southeast. This general flow condition has not changed since the Site’s initial monitoring event in June 1997 (Clough Harbour & Associates, LLP, 1997).



3.0 GROUNDWATER & SURFACE WATER SAMPLING

3.1 Groundwater Sampling

The 2023 annual post-closure sampling event was conducted on September 26, 2023, and included groundwater monitoring wells DGC-1S, DGC-4S, CHA-7S, TCC-1, and TCC-2, and surface water sampling point SW-1 (**Figure 2**).

On-Site groundwater monitoring wells are sampled using low-flow methodology. Each monitoring well is equipped with dedicated polyethylene tubing extending to well screen depths, allowing groundwater to be removed directly at the well screen depth using a peristaltic pump at incremental withdrawal rates of approximately 0.03 gallons per minute (gpm). Groundwater samples were collected once field-measured parameters stabilized and the water level in the wells became stable. At each monitoring well location, the groundwater quality parameters of temperature, pH, specific conductance, dissolved oxygen, and total dissolved solids (TDS) were measured with a YSI Professional Plus water quality meter. Copies of the field data sheets associated with the groundwater sampling are included in **Appendix A**.

The samples were submitted to SGS North America Inc. (SGS) in Dayton, New Jersey, and were analyzed for the 6 NYCRR Part 360 Routine Parameters. For quality assurance/quality control (QA/QC) purposes, aliquots for laboratory matrix spike/matrix spike duplicate (MS/MSD) analysis were collected from monitoring well DGC-4S. The field duplicate was labeled “TCC-Dup” and was collected from monitoring well TCC-2.

3.2 Groundwater Quality

2023 annual groundwater quality data reported by SGS are described below and summarized in **Tables 1 and 2** of this report. A copy of the analytical summary data package provided by SGS is attached as **Appendix B**. Concentrations of inorganic and leachate parameters detected in groundwater samples were compared to applicable water quality standards established by the NYSDEC and published in NYCRR Title 6, Chapter X, Part 703.5, and effluent limitations published in Part 703.6. The NYSDEC Division of Water *Technical and Operational Guidance Series 1.1.1* (TOGS 1.1.1) were referenced for compounds for which there are no NYSDEC Part 703.5, or Part 703.6 values established.

3.2.1 Leachate Parameters

Laboratory analytical results indicate that no leachate indicator compounds were detected in the groundwater samples at concentrations that exceed the established NYSDEC standards. These findings are consistent with results from previous sampling events. The leachate indicator laboratory analytical results are summarized in **Table 1**.



3.2.2 Inorganic Compounds

Laboratory analytical results indicate that inorganic compound concentrations are consistent with historical sampling events. Results were generally consistent with typical fluctuations noted in prior sampling events. Exceedances of applicable NYSDEC ambient water quality standards (AWQS) are summarized below:

- Manganese concentrations exceeded the NYSDEC standard of 0.3 milligrams per liter (mg/L) in groundwater samples collected from monitoring wells TCC-2 (4.64 mg/L), and CHA-7S (5.83 mg/L).
- Magnesium concentrations exceeded the NYSDEC standard of 35 mg/L in the groundwater sample from monitoring well DGC-1S (50.6 mg/L) and CHA-7S (40.3 mg/L).
- The sodium concentration at DGC-1S (37.4 mg/L) exceeded its NYSDEC standard of 20 mg/L.
- The iron concentration at monitoring wells DGC-1S (2.64 mg/L) exceeded its NYSDEC standard of 0.300 mg/L.

Remaining inorganic compound laboratory analytical results for groundwater samples were less than NYSDEC AWQS and/or below laboratory detection limits. Inorganic compound concentrations are summarized in **Table 2**.

3.2.3 Volatile Organic Compounds

Volatile Organic Compounds (VOC) analyses are included in the 6 NYCRR Part 360 Baseline Parameter monitoring events. Baseline parameters are collected every five years at the Site and were last collected during the 2022 annual monitoring event. Laboratory analytical results from the 2022 annual event indicated that VOC concentrations were below laboratory detection limits in groundwater. VOC concentrations are summarized in **Table 3**.

3.3 Surface Water Sampling

One surface water sampling point, identified as SW-1 (**Figure 2**), is included for post-closure monitoring at the Site. Surface water was present and sampled during the 2023 annual monitoring event. The surface water sample was collected by utilizing an unpreserved laboratory-provided container to decant surface water into the other laboratory-provided sample containers. The surface water sample was submitted to SGS, analyzed for 6 NYCRR Part 360 Routine parameters, and laboratory analytical results compared to NYDEC TOGS 1.1.1 AWQS.

3.4 Surface Water Quality

3.4.1 Leachate Parameters

Laboratory analytical results indicate that no leachate indicator compounds were detected in the surface water sample at concentrations that exceed the established NYSDEC standards.



3.4.2 Inorganic Compounds

Inorganic results are summarized in **Table 2**. Iron was detected in sample SW-1 at 1.65 mg/L, exceeding the NYSDEC AWQS of 0.3 mg/L. This iron concentration is significantly less than the reported concentration (75.4 mg/L) during the 2022 annual monitoring event. Manganese was also detected in sample SW-1 at 5.82 mg/L, exceeding the NYSDEC AWQS of 0.3 mg/L. Remaining inorganic compound laboratory analytical results for SW-1 were less than NYSDEC AWQS and/or below laboratory detection limits.

3.4.3 Volatile Organic Compounds

2022 laboratory analytical results indicated that VOC concentrations were below laboratory detection limits in the surface water sample. 2022 VOC concentrations and previous monitoring events are summarized in **Table 3**.

4.0 DECOMPOSITION GAS MONITORING

4.1 Gas Monitoring Activities

LaBella conducted monitoring of decomposition and explosive gases in the dedicated, permanent gas monitoring points (**Figure 2**) on September 26, 2023. Gas monitoring points CZ-GMP-1 through CZ-GMP-9 were inspected, CZ-GMP-6 was not observed, and concentrations of decomposition and explosive gases were measured using an explosive gas meter calibrated for the detection of the lower explosive limit (LEL) of methane gas. Each gas monitoring point was connected to the meter and the extracted air was continuously monitored until stabilization was achieved. Stabilized conditions were assumed to represent the flux of gas from the vadose zone.

Data provided by the National Weather Service served to document that at the time the monitoring was performed the ambient air temperature was approximately 65°F. The results of the gas monitoring are discussed in Section 4.2 below and are summarized in tabular form in **Appendix C**.

4.2 Gas Monitoring Results

The results of the gas monitoring survey confirm that concentrations of methane measured in the perimeter gas monitoring wells are not in excess of the LEL. Zero percent of the LEL of methane was detected in the eight gas monitoring locations surveyed. Historically, the gas monitoring wells have not exhibited detectable levels of methane gas.

Prior to the 2023 sampling event, the area surrounding CZ-GMP-6 had been disturbed for installation of a temporary access road leading from the western-central portion of the landfill boundary towards the south-southwest. See photo log attached as **Appendix D**. Monitoring point CZ-GMP-6 was not located during the annual gas monitoring survey and is considered destroyed.



5.0 LANDFILL INSPECTION

On September 26, 2023, LaBella performed an inspection of the Site. The inspection included a visual evaluation of the landfill cover, gas venting system, and vector activity. The findings of this inspection are summarized below and are provided on the Post Closure Quarterly Landfill Monitoring Inspection Sheet included as **Appendix E** of this report.

5.1 Landfill Cover

No leachate outbreaks were found during the site inspection. The field technician noted that the landfill cover appeared to be in acceptable condition.

5.2 Vector Activity

No evidence of animal burrows, insect mounds or other vector activity was identified during the landfill inspection. No large population of animals (alive or dead) was observed.

5.3 Gas Venting System

One (1) landfill vent in the southern portion of the cap will require repair. A portion of the above ground PVC pipe was damaged, see photo log attached as **Appendix D**.

5.4 General Property Conditions

No evidence of illegal dumping or waste disposal was observed during the inspection. When LaBella arrived at the site, the landfill gate was closed, and unlocked presumably in advance of our sampling work. The gate was in proper working order. A temporary access road was installed west and outside the central portion of the landfill cap area.

6.0 SUMMARY

LaBella Associates D.P.C. ("LaBella") has completed 2023 annual post-closure landfill monitoring and inspection at the Stillwater MSW Landfill. The analytical data obtained during the 2023 annual monitoring event indicates that groundwater quality has generally remained stable with respect to the presence of leachate indicator parameters and inorganic constituents.

A review of field observations, laboratory analytical data, and inspections during the 2023 annual monitoring event indicates the following:

- Inorganic constituents detected at concentrations which exceed NYSDEC standards (i.e., iron, manganese, magnesium, and sodium) are also naturally-occurring compounds, are considered to be nuisance contaminants at the detected levels, and do not appear to present a concern for adverse effects to human health or the environment. Additionally, the concentrations of these constituents have displayed a relatively stable trend. No other leachate indicators of concern are noted at this site.



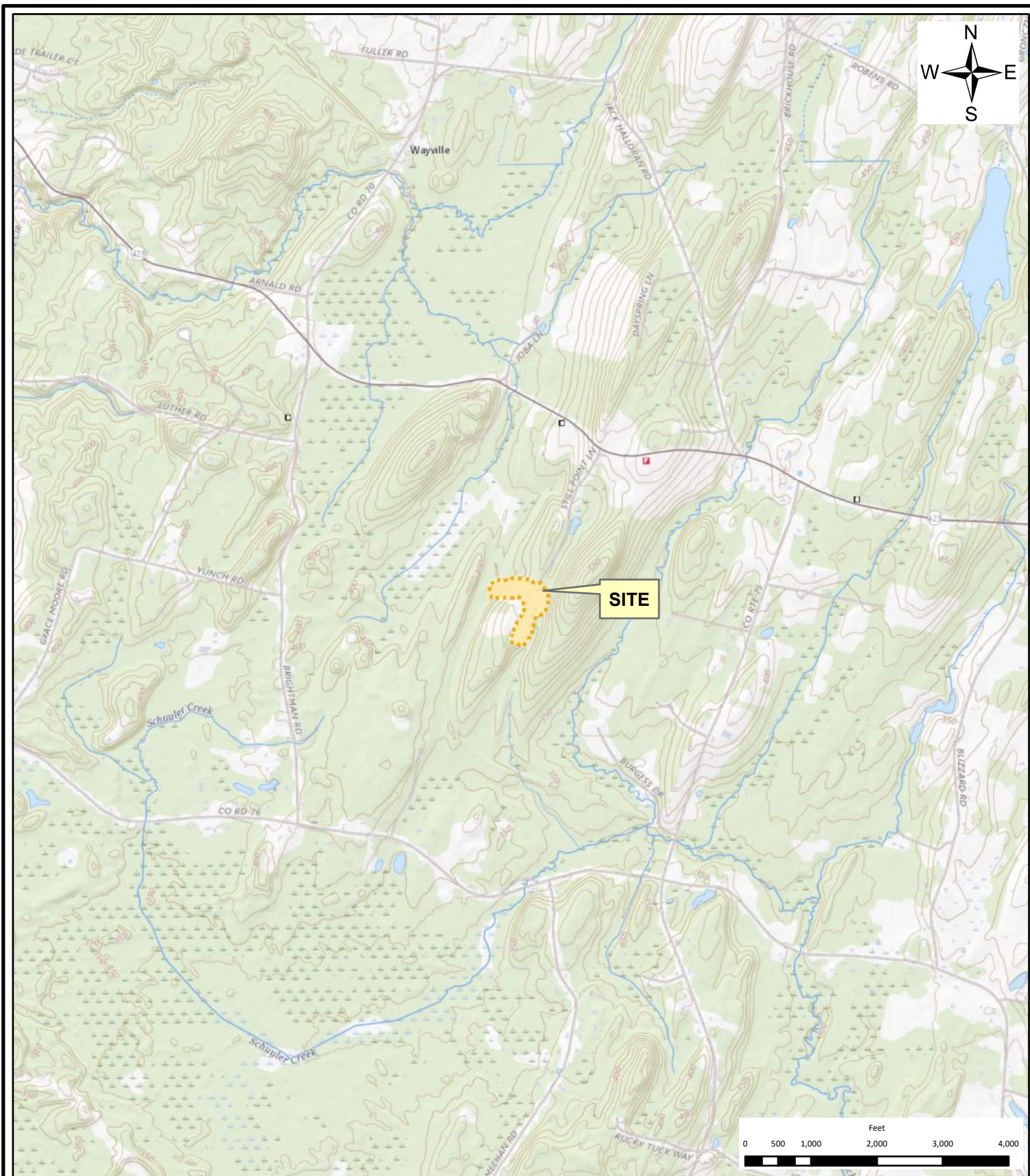
- No indication of leachate outbreaks from the landfill cover or explosive/decomposition gas migration from the landfill was indicated by the 2023 sampling/analysis data.
- One (1) gas monitoring point, CZ-GMP-6, was not observed in 2023 and is considered to have been destroyed during installation of a temporary access road west of the Site prior to 2023 landfill monitoring activities by LaBella. LaBella recommends replacement of this gas monitoring point during 2024 post-closure monitoring.
- One (1) landfill gas vent in the southern portion of the cap was damaged and requires repair.

LaBella is prepared to continue annual landfill monitoring during the Fall 2024 in a manner consistent with the approved post-closure monitoring plan and subsequent modifications and will provide a summary of monitoring and inspection results following this event.



Figure 1:
Site Location Map





Town of Stillwater MSW Landfill

Figure 1: Site Location Map

Still Point Lane
Town of Stillwater, Saratoga County, New York

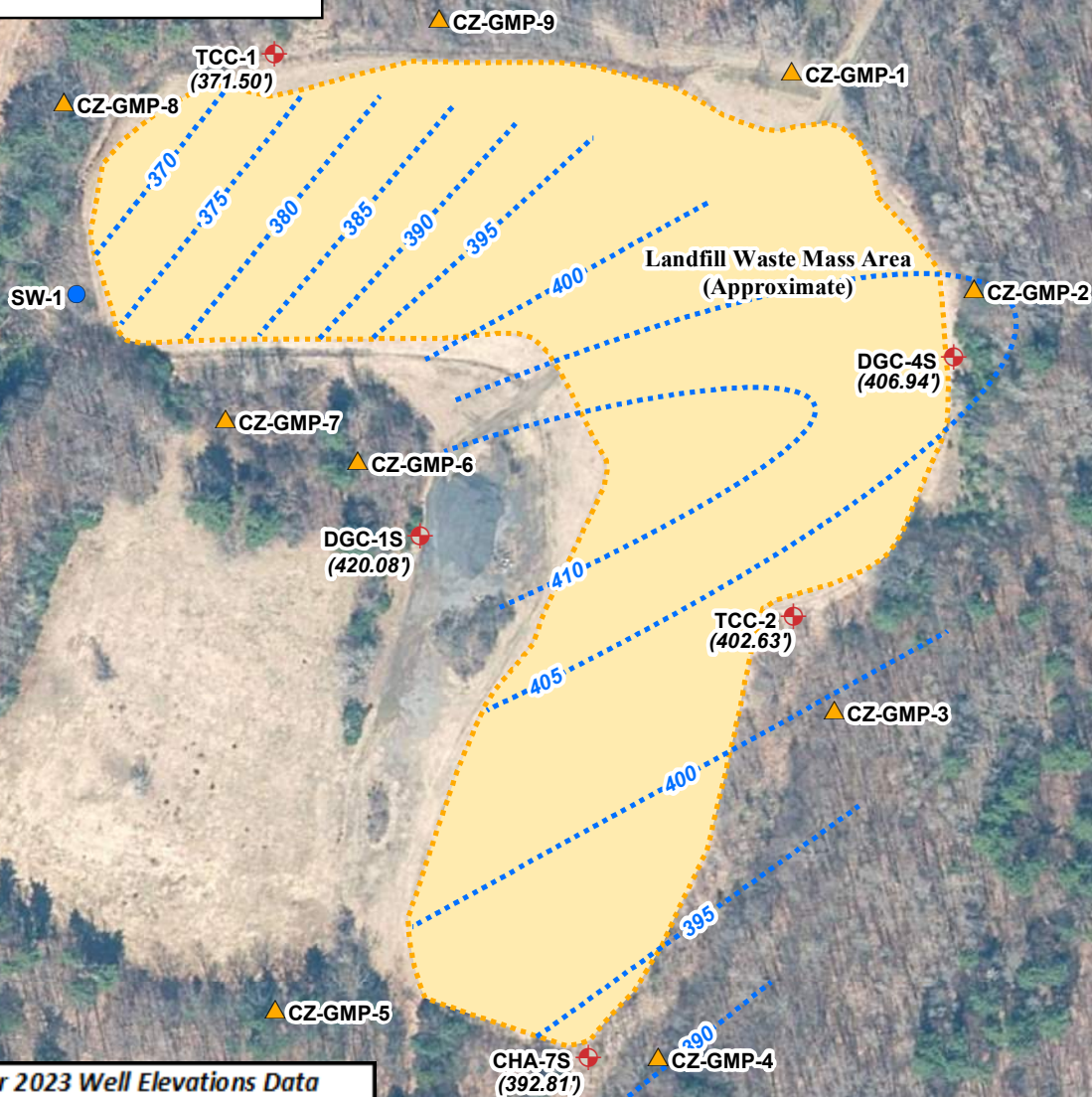
Drawn:	BWF
Date:	November 22, 2023
Scale:	1 inch equals 2,000 feet
Project:	2230805.03
Figure:	1

Figure 2:
Monitoring Well Location and Groundwater Contour Map



Legend

- ▲ GasWells
- + Monitoring Well
- Surface Water Sample Point
- Groundwater Elevation Contour (approx.)
- LandfillCap



September 2023 Well Elevations Data

Well ID	Top of PVC Elevation	Groundwater Elevation
DGC-4S	416.75	406.94
TCC-2	412.44	402.63
CHA-7S	396.20	392.81
TCC-1	376.80	371.50
DGC-1S	430.27	420.08



Town of Stillwater MSW Landfill Figure 2: Monitoring Location and Groundwater Contour Map September 26, 2023

Still Point Lane
Town of Stillwater, Saratoga County, New York

Drawn:	BWF
Date:	November 22, 2023
Scale:	1 inch equals 200 feet
Project:	2230805.03
Figure:	2

Table 1:
Summary of Analytical Groundwater and Surface Water
Data – Leachate Indicators



TABLE 1
Town of Stillwater Landfill Post Closure Monitoring
Summary of Surface Water Analytical Data - Leachate Indicators
Sampling Point: DGC-1S
LaBella Project No. 2230805.03

Sample Date	12/12/2007	6/26/2008	10/22/2009	12/21/2010	12/15/2011	6/26/2012	3/13/2013	6/9/2014	8/26/2015
Field Parameters									
pH	7.24	NM	NM	7.74	NM	7.22	7.16	6.67	6.93
Specific Conductivity (mS/cm)	0.9	NM	0.894	0.881	0.892	0.942	0.748	0.802	0.776
Turbidity (NTU)	NM	NM	NM	NM	NM	0.53	NM	7.06	0.00
Temperature (°C)	10.43	NM	14.79	9.73	NM	11.52	9.26	17.06	18.16
ORP (mv)	213	NM	0.8	93.1	NM	141	NM	116.6	51.5
Dissolved Oxygen (mg/L)	NM	NM	NM	5.08	5.54	1.10	3.86	0.85	NM

		APPLICABLE STANDARDS												
LEACHATE INDICATOR		UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6	Results (mg/L)								
Routine Parameters	AMMONIA (as Nitrogen)	mg/L	2	2	np	nd<0.0500	0.0668	nd<0.050	nd<0.050	nd<0.050	nd<0.050	nd<0.050	nd < 0.050	0.187
	BOD-5	mg/L	np	np	np	nd<2.00	nd<2.00	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd < 4.0	nd < 2.0
	BROMIDE	mg/L	np	2 GV	np	nd<0.100	nd<1.00	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd < 1.0	nd < 1.0
	CHEMICAL OXYGEN DEMAND	mg/L	np	np	np	11.4	6.62	6.9	nd<5.0	nd<5.0	nd<5.0	6.0	nd < 5.0	nd < 5.0
	CHLORIDE	mg/L	250	250	500	nd<0.200	nd<2.00	2.3	2.3	nd<2.0	nd<2.0	2.6	nd < 2.0	nd < 2.0
	NITRATE as NITROGEN	mg/L	10	10	20	nd<0.0500	nd<0.500	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd < 1.0	nd < 1.0
	SULFATE	mg/L	250	250	500	170	177	144	164	163	163	162	72.2	72.8
	TOTAL ALKALINITY (as CaCO ₃)	mg/L	np	np	np	368	355	350	349	350	332	348	388	408
	TOTAL DISSOLVED SOLIDS	mg/L	np	np	np	617	594	583	584	567	562	561	483	480
	TOTAL HARDNESS (as CaCO ₃)	mg/L	np	np	np	337	353	320	348	320	350	330	383	365
	TOTAL KJELDAHL NITROGEN*	mg/L	np	np	np	nd <0.200	0.473	nd <0.200	nd <0.200	nd <0.200	nd <0.200	nd <0.200	nd <0.200	0.45
	TOTAL ORGANIC CARBON	mg/L	np	np	np	nd<1.00	nd<1.00	1.1	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd < 1.0	1.0
	TOTAL ORGANIC CARBON	mg/L	np	np	np	nd<1.00	nd<1.00	2.0	nd<1.0	nd<1.0		nd<1.0	nd < 1.0	1.0
	TOTAL ORGANIC CARBON	mg/L	np	np	np	nd<1.00	1.18	1.3	nd<1.0	nd<1.0		1.1	nd < 1.0	1.1
	TOTAL ORGANIC CARBON	mg/L	np	np	np	nd<1.00	1.06	1.2	nd<1.0	nd<1.0		nd<1.0	nd < 1.0	nd < 1.0
	TOTAL PHENOLICS	mg/L	0.001	0.001	0.002	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd < 0.005	nd < 0.005
▽	COLOR (TRUE)	C.U.	np	np	np	nd<5.0	na	na	na	na	2	na	na	na

NOTES:
nd <[MRL] indicates that compound was not detected at a concentration above the Method Reporting Limit
GV = Guidance Value
Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **bold**
* NH3 + NH4+ as N
NM - This parameter was not measured.
na - Indicates that the compound or parameter was not analyzed in this sampling round
np - Indicates that no published standards exist for that compound
▽ – Additional Baseline Parameter
(1) - Apparent color reported.

TABLE 1
Town of Stillwater Landfill Post Closure Monitoring
Summary of Surface Water Analytical Data - Leachate Indicators
Sampling Point: DGC-1S
LaBella Project No. 2230805.03

Sample Date	11/3/2016	11/20/2017	10/8/2018	9/4/2019	10/22/2020	10/22/2020 (DUP)	10/6/2021	8/29/2022	9/26/2023
Field Parameters									
pH	7.69	7.28	7.35	7.40	7.54		7.59	7.41	7.44
Specific Conductivity (mS/cm)	0.698	0.760	0.803	0.007	0.85		0.639	0.797	0.659
Turbidity (NTU)	0.11	NM	NM	v. low	v.low		26	18	NM
Temperature (°C)	12.4	10.3	12.1	12.7	13.00		12.6	13.4	14.7
ORP (mv)	163.0	64.0	-57.6	107.2	-87.00		-92.4	100.9	59.1
Dissolved Oxygen (mg/L)	1.40	2.67	0.20	5.94	1.79		1.95	1.90	2.06

		APPLICABLE STANDARDS												
LEACHATE INDICATOR		UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6	Results (mg/L)								
Routine Parameters	AMMONIA (as Nitrogen)	mg/L	2	2	np	nd < 0.050	0.067	0.054	0.059	0.532	0.62	0.13	0.63	0.42
	BOD-5	mg/L	np	np	np	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	2.4	2.1	2.2	3.0	nd <1.0
	BROMIDE	mg/L	np	2 GV	np	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd < 0.5	nd < 0.5	nd < 0.50
	CHEMICAL OXYGEN DEMAND	mg/L	np	np	np	nd < 5.0	nd < 5.0	nd < 5.0	nd < 5.0	nd < 5.0	19.7	13.0	nd <20	nd < 20
	CHLORIDE	mg/L	250	250	500	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd <2.0	nd < 2.0
	NITRATE as NITROGEN	mg/L	10	10	20	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd < 0.05	nd <0.11	nd <0.11
	SULFATE	mg/L	250	250	500	77.0	69.2	64.2	62.1	58.4	57.1	52.4	55.1	64.8
	TOTAL ALKALINITY (as CaCO ₃)	mg/L	np	np	np	391	398	377	363	430	419	419	391	405
	TOTAL DISSOLVED SOLIDS	mg/L	np	np	np	448	467	482	488	474	476	356	418	440.0
	TOTAL HARDNESS (as CaCO ₃)	mg/L	np	np	np	410	398	388	418	381	387	373	396	371
	TOTAL KJELDAHL NITROGEN*	mg/L	np	np	np	nd <0.200	nd <0.200	0.40	nd <0.200	0.80	0.96	0.99	nd <0.2	0.65
	TOTAL ORGANIC CARBON	mg/L	np	np	np	3.0	1.4	1.2	nd<1.0	1.7	1.7	nd < 1.0	nd < 1.0	nd < 1.0
	TOTAL ORGANIC CARBON	mg/L	np	np	np	3.0		1.0		1.3	1.5			
	TOTAL ORGANIC CARBON	mg/L	np	np	np	3.1		1.0		1.2	1.3			
	TOTAL ORGANIC CARBON	mg/L	np	np	np	3.0		1.4		1.3	1.6			
	TOTAL PHENOLICS	mg/L	0.001	0.001	0.002	nd < 0.005	nd < 0.005	nd < 0.005	nd < 0.005	nd < 0.005	nd < 0.005	nd < 5.0	nd <0.2	nd <0.20
▽	COLOR (TRUE)	C.U.	np	np	np	na	2	na	na	na	na	na	40 ⁽¹⁾	na

NOTES:

nd <[MRL] indicates that compound was not detected at a concentration above the Method Reporting Limit
GV = Guidance Value
Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **bold**
* NH3 + NH4+ as N
NM - This parameter was not measured.
na - Indicates that the compound or parameter was not analyzed in this sampling round
np - Indicates that no published standards exist for that compound
▽ – Additional Baseline Parameter
(1) - Apparent color reported.

TABLE 1
Town of Stillwater Landfill Post Closure Monitoring
Summary of Surface Water Analytical Data - Leachate Indicators
Sampling Point: DGC-4S
LaBerlla Project No. 2230805.03

Date Sampled	12/12/2007	6/26/2008	10/22/2009	12/21/2010	12/21/2010 (DUP)	12/15/2011	6/26/2012	6/26/2012 (DUP)	3/13/2013	6/9/2014
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Field Parameters

pH	6.22	NM	NM	6.58	NM	6.74	6.9	6.60
Specific Conductivity (mS/cm)	0.146	NM	0.141	0.141	0.191	0.127	0.117	0.135
Turbidity (NTU)	NM	NM	NM	NM	NM	0.23	0.20	NM
Temperature (°C)	10.33	NM	12.22	8.97	NM	10.89	5.29	8.48
ORP (mv)	NM	NM	66.3	170.3	NM	318	264	140.1
Dissolved Oxygen (mg/L)	NM	NM	NM	9.99	7.78	9.59	11.42	2.93

		APPLICABLE STANDARDS												
		LEACHATE INDICATOR	UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6	Results (mg/L)							
Routine Parameters		AMMONIA (as Nitrogen)	mg/L	2	2	np	nd<0.0500	nd<0.0500	nd<0.050	nd<0.050	nd<0.050	nd<0.050	nd<0.050	nd < 0.050
		BOD-5	mg/L	np	np	np	nd<2.00	nd<2.00	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd < 4.0
		BROMIDE	mg/L	np	2 GV	np	nd<0.100	nd<1.00	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd < 1.0
		CHEMICAL OXYGEN DEMAND	mg/L	np	np	np	nd<5.00	nd<5.00	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd < 5.0
		CHLORIDE	mg/L	250	250	500	nd<0.200	nd<2.00	2.1	2.1	2.1	nd<2.0	nd<2.0	nd < 2.0
		NITRATE as NITROGEN	mg/L	10	10	20	nd<0.0500	nd<0.50	nd<0.50	nd<1.0	7.9	nd<1.0	nd<1.0	nd < 1.0
		SULFATE	mg/L	250	250	500	9.80	10.10	9.1	14.4	11.0	11.6	9.0	9.6
		TOTAL ALKALINITY (as CaCO ₃)	mg/L	np	np	np	70.0	43.6	59.7	63.0	62.8	63.4	52.3	46.2
		TOTAL DISSOLVED SOLIDS	mg/L	np	np	np	89.0	62.0	78	95	109	95	74	76
		TOTAL HARDNESS (as CaCO ₃)	mg/L	np	np	np	65.6	61.4	57.5	80.0	84.4	67.6	62.0	56.5
		TOTAL KJELDAHL NITROGEN *	mg/L	np	np	np	nd<0.200	nd<0.200	nd<0.20	nd<0.20	nd<0.20	nd<0.20	nd<0.20	nd < 0.20
		TOTAL ORGANIC CARBON	mg/L	np	np	np	nd<1.00	nd<1.00	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd < 1.0
		TOTAL ORGANIC CARBON	mg/L	np	np	np	nd<1.00	nd<1.00	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd < 1.0
▽		TOTAL ORGANIC CARBON	mg/L	np	np	np	nd<1.00	nd<1.00	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd < 1.0
		TOTAL ORGANIC CARBON	mg/L	np	np	np	nd<1.00	nd<1.00	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd < 1.0
▽		TOTAL ORGANIC CARBON	mg/L	np	np	np	nd<1.00	nd<1.00	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd < 1.0
		TOTAL PHENOLICS	mg/L	0.001	0.001	0.002	nd<0.0050	nd<0.0050	nd<0.0050	nd<0.0050	nd<0.0050	nd<0.0050	nd<0.0050	nd < 0.0050
▽		COLOR (TRUE)	C.U.	np	np	np	nd<5.0	na	na	na	na	na	3	na

NOTES:
nd <[MRL] indicates that compound was not detected at a concentration above the Method Reporting Limit
GV = Guidance Value
Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **bold**
* NH3 + NH4+ as N
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np - Indicates that no published standards exist for that compound
▽ – Additional Baseline Parameter
(1) - Apparent color reported.

TABLE 1
Town of Stillwater Landfill Post Closure Monitoring
Summary of Surface Water Analytical Data - Leachate Indicators
Sampling Point: DGC-4S
LaBerlla Project No. 2230805.03

Date Sampled	8/26/2015	11/3/2016	11/20/2017	10/8/2018	9/4/2019	10/22/2020	10/6/2021	8/29/2022	9/26/2023
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Field Parameters									
pH	6.44	6.66	7.07	6.30	6.08	7.49	7.36	7.27	7.15
Specific Conductivity (mS/cm)	0.132	0.1414	0.1351	0.157	0.1331	0.0994	0.1038	0.0795	0.1006
Turbidity (NTU)		0.01	NM	NM	v. low	v. low	28	20	NM
Temperature (°C)	11.93	11.5	10.6	12.7	12.6	11.4	12.3	13.1	13.9
ORP (mv)	62.2	182.5	84.9	217.1	237.6	152.3	147.7	151.7	147.0
Dissolved Oxygen (mg/L)	NM	4.73	2.65	6.58	4.05	5.03	4.55	3.89	2.35

		APPLICABLE STANDARDS												
LEACHATE INDICATOR		UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6	Result (mg/L)								
Routine Parameters	AMMONIA (as Nitrogen)	mg/L	2	2	np	nd < 0.050	nd < 0.050	nd < 0.050	nd < 0.100	nd < 0.050	nd < 0.050	nd < 0.10	nd < 0.10	nd < 0.20
	BOD-5	mg/L	np	np	np	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	1.4	nd < 1.0
	BROMIDE	mg/L	np	2 GV	np	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd < 0.50	nd < 0.50	nd < 0.50
	CHEMICAL OXYGEN DEMAND	mg/L	np	np	np	nd < 5.0	nd < 5.0	nd < 5.0	nd < 5.0	nd < 5.0	nd < 5.0	nd < 10.0	nd < 20	nd < 20
	CHLORIDE	mg/L	250	250	500	nd < 2.0	2.6	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0
	NITRATE as NITROGEN	mg/L	10	10	20	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd < 0.050	nd < 0.11	nd < 0.11
	SULFATE	mg/L	250	250	500	10.0	11.8	9.3	9.5	8.3	9.0	7.0	7.9	8.7
	TOTAL ALKALINITY (as CaCO ₃)	mg/L	np	np	np	53.3	66.4	54.8	56.0	57.6	66.8	88.4	58.0	61.6
	TOTAL DISSOLVED SOLIDS	mg/L	np	np	np	80	83	88	96	98	91	85	84	80
	TOTAL HARDNESS (as CaCO ₃)	mg/L	np	np	np	57.0	210	63.8	63.4	64.1	67.4	90.5	68.0	60.2
	TOTAL KJELDAHL NITROGEN *	mg/L	np	np	np	nd < 0.20	nd < 0.20	nd < 0.20	nd < 0.20	nd < 0.20	nd < 0.20	0.48	nd < 0.20	0.56
	TOTAL ORGANIC CARBON	mg/L	np	np	np	nd < 1.0	1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	1.0	nd < 1.0
	TOTAL ORGANIC CARBON	mg/L	np	np	np	nd < 1.0	1.0							
	TOTAL ORGANIC CARBON	mg/L	np	np	np	nd < 1.0	1.0							
	TOTAL ORGANIC CARBON	mg/L	np	np	np	nd < 1.0	1.0							
	TOTAL PHENOLICS	mg/L	0.001	0.001	0.002	nd < 0.0050	nd < 0.0050	nd < 0.0050	nd < 0.0050	nd < 0.0050	nd < 0.0050	nd < 0.0050	nd < 0.20	nd < 0.20
▽	COLOR (TRUE)	C.U.	np	np	np	na	na	4	na	na	na	na	<5 ⁽¹⁾	na

NOTES:

nd <[MRL] indicates that compound was not detected at a concentration above the Method Reporting Limit
GV = Guidance Value
Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **bold**
* NH3 + NH4+ as N
NM - This parameter was not measured.
na - Indicates that the compound or parameter was not analyzed in this sampling round
np - Indicates that no published standards exist for that compound
▽ – Additional Baseline Parameter
(1) - Apparent color reported.

TABLE 1
Town of Stillwater Landfill Post Closure Monitoring
Summary of Surface Water Analytical Data - Leachate Indicators
Sampling Point: CHA-7S
LaBella Project No. 2230805.03

Date Sampled	12/12/2007	6/26/2008	10/22/2009	12/21/2010	12/15/2011	6/26/2012	3/13/2013	6/9/2014	8/26/2015
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Fields Parameters

pH	6.71	NM	NM	6.89	NM	6.84	6.79	6.49	6.45
Specific Conductivity (mS/cm)	1.082	NM	1.177	1.120	1.154	1.153	0.910	1.177	1.059
Turbidity (NTU)	NM	NM	NM	NM	clear	0.24	NM	0.01	0.00
Temperature (°C)	9.66	NM	12.49	9.4	NM	11.31	6.86	9.90	13.46
ORP (mv)	168.8	NM	-29.1	80.8	81.8	30	NM	112.5	77.8
Dissolved Oxygen (mg/L)	NM	NM	NM	0.35	NM	0.52	0.72	0.48	NM

		APPLICABLE STANDARDS (mg/L)												
LEACHATE INDICATOR		UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6	Results (mg/L)								
Routine Parameters	AMMONIA (as Nitrogen)	mg/L	2	2	np	0.320	0.360	0.392	0.337	0.332	0.391	0.342	0.437	0.505
	BOD-5	mg/L	np	np	np	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd < 4.0	nd < 2.0
	BROMIDE	mg/L	np	2 GV	np	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd < 1.0	nd < 1.0
	CHEMICAL OXYGEN DEMAND	mg/L	np	np	np	nd<5.0	10.1	15.1	7.6	6.6	15.0	8.8	9.8	12.8
	CHLORIDE	mg/L	250	250	500	28.3	38	34.3	27.6	40.8	36.8	26.2	35.9	23.8
	NITRATE as NITROGEN	mg/L	10	10	20	nd<0.050	nd<0.50	nd<0.50	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd < 1.0	nd < 1.0
	SULFATE	mg/L	250	250	500	81.8	84.6	72.2	78.0	73.6	59.7	64.2	71.2	86.4
	TOTAL ALKALINITY (as CaCO ₃)	mg/L	np	np	np	591	600	610	560	606	570	570	576	526
	TOTAL DISSOLVED SOLIDS	mg/L	np	np	np	733	764	761	705	744	721	660	732	713
	TOTAL HARDNESS (as CaCO ₃)	mg/L	np	np	np	630	689	600	630	642	661	584	626	552
	TOTAL KJELDAHL NITROGEN *	mg/L	np	np	np	0.788	1.08	0.76	0.60	0.68	0.78	0.74	0.78	0.86
	TOTAL ORGANIC CARBON	mg/L	np	np	np	4.66	4.88	5.6	5.3	5.2	5.0	4.4	4.6	3.4
	TOTAL ORGANIC CARBON	mg/L	np	np	np	4.45	4.9	8.2	4.8	5.0		4.4	4.6	3.1
	TOTAL ORGANIC CARBON	mg/L	np	np	np	4.50	4.99	6.7	4.7	5.3		4.3	4.7	3.1
	TOTAL ORGANIC CARBON	mg/L	np	np	np	4.85	4.94	6.1	4.8	5.3		5.1	4.7	3.4
	TOTAL PHENOLICS	mg/L	0.001	0.001	0.002	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd < 0.005	nd < 0.005
∇	COLOR (TRUE)	C.U.	np	np	np	5	na	na	na	na	2	na	na	na

NOTES:
nd <[MRL] indicates that compound was not detected at a concentration above the Method Reporting Limit
GV = Guidance Value
Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **bold**
* NH3 + NH4+ as N
NM - This parameter was not measured.
na - Indicates that the compound or parameter was not analyzed in this sampling round
np - Indicates that no published standards exist for that compound
∇ — Additional Baseline Parameter
(1) - Apparent color reported.

TABLE 1
Town of Stillwater Landfill Post Closure Monitoring
Summary of Surface Water Analytical Data - Leachate Indicators
Sampling Point: CHA-7S
LaBella Project No. 2230805.03

		Date Sampled												
		11/3/2016	11/20/2017	10/8/2018	10/8/2018 (DUP)	9/4/2019	10/22/2020	10/6/2021	8/29/2022	9/26/2023				
Fields Parameters														
		pH	6.92	6.74	6.65	6.63	6.67	6.85	6.87	6.79				
		Specific Conductivity (mS/cm)	0.862	1.057	1.054	1.085	1.043	1.025	0.791	0.878				
		Turbidity (NTU)	2.04	NM	NM	v.low	v.low	31	23	NM				
		Temperature (°C)	12.4	11.1	13.4	13.1	12.6	13	13.4	14.0				
		ORP (mv)	138.9	82.9	64.7	269.4	116.9	133.5	128.5	76.9				
		Dissolved Oxygen (mg/L)	0.17	1.04	0.2	0.87	1.82	1.60	1.70	1.81				
		APPLICABLE STANDARDS (mg/L)			Results (mg/L)									
LEACHATE INDICATOR		UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6									
Routine Parameters	AMMONIA (as Nitrogen)	mg/L	2	2	np	0.336	0.355	0.365	0.361	0.386	0.363	0.65	0.77	0.86
	BOD-5	mg/L	np	np	np	nd < 2.0	nd < 2.0	nd <2.0	nd <2.0	nd <2.0	nd <2.0	nd <2.0	1.6	nd <1.0
	BROMIDE	mg/L	np	2 GV	np	nd < 1.0	nd < 1.0	nd <1.0	nd <1.0	nd <1.0	nd <1.0	nd <0.50	nd <0.50	nd < 0.50
	CHEMICAL OXYGEN DEMAND	mg/L	np	np	np	7.2	6.4	nd <5.0	6.3	7.4	6.9	23.2	nd < 20	nd < 20
	CHLORIDE	mg/L	250	250	500	14.9	16.8	15.0	14.7	28.7	14.9	21.0	16.6	24.6
	NITRATE as NITROGEN	mg/L	10	10	20	nd < 1.0	nd < 1.0	nd <1.0	nd <1.0	nd <1.0	nd <1.0	nd <0.050	nd <0.11	nd <0.11
	SULFATE	mg/L	250	250	500	69.7	72.3	61.7	60.8	59.9	48.8	60.7	56.4	52.7
	TOTAL ALKALINITY (as CaCO ₃)	mg/L	np	np	np	483	516	497	488	528	554	556	500	545
	TOTAL DISSOLVED SOLIDS	mg/L	np	np	np	586	638	656	660	727	631	504	644	644
	TOTAL HARDNESS (as CaCO ₃)	mg/L	np	np	np	590	610	548	590	623	554	550	570	571
	TOTAL KJELDAHL NITROGEN *	mg/L	np	np	np	0.66	0.59	0.68	0.67	0.67	0.69	1.5	0.70	1.5
	TOTAL ORGANIC CARBON	mg/L	np	np	np	5.8	6.4	nd <1.0	3.0	3.6	3.1	2.8	1.2	2.9
	TOTAL ORGANIC CARBON	mg/L	np	np	np	5.5			2.9	3.8	3.0			
	TOTAL ORGANIC CARBON	mg/L	np	np	np	5.5			2.8	3.9	3.1			
	TOTAL ORGANIC CARBON	mg/L	np	np	np	5.5			3.1	3.8	3.0			
TOTAL PHENOLICS	mg/L	0.001	0.001	0.002	nd < 0.005	nd < 0.005	nd < 0.005		nd < 0.005	nd < 0.005	nd < 0.005	nd < 0.005		
▽	COLOR (TRUE)	C.U.	np	np	np	na	3	na	na	na	na	na	<5 ⁽¹⁾	na

NOTES:
nd <[MRL] indicates that compound was not detected at a concentration above the Method Reporting Limit
GV = Guidance Value
Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **bold**
* NH3 + NH4+ as N
NM - This parameter was not measured.
na - Indicates that the compound or parameter was not analyzed in this sampling round
np - Indicates that no published standards exist for that compound
∇ – Additional Baseline Parameter
(1) - Apparent color reported.

TABLE 1
Town of Stillwater Landfill Post Closure Monitoring
Summary of Surface Water Analytical Data - Leachate Indicators
Sampling Point: TCC-1
LaBella Project No. 2230805.03

Date Sampled	12/12/2007	6/26/2008	10/22/2009	12/21/2010	12/15/2011	6/26/2012	3/13/2013	6/9/2014	8/26/2015	11/29/2016
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Field Parameters

pH	6.89	NM	NM	7	NM	7.06	7.04	6.78	Location Dry	6.84
Specific Conductivity (mS/cm)	0.581	NM	0.635	0.554	0.567	0.371	0.396	0.337		0.6447
Turbidity (NTU)	NM	NM	NM	NM	NM	0.94	NM	2.71		49.37
Temperature (°C)	7.39	NM	12.25	6.68	NM	13.7	3.57	12.73		9.8
ORP (mv)	82.7	NM	-55	121.7	NM	185	NM	113.1		NM
Dissolved Oxygen (mg/L)	NM	NM	NM	0.43	NM	1.38	1.62	3.02		3.19

		APPLICABLE STANDARDS													
LEACHATE INDICATOR		UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6	Result (mg/L)									
Routine Parameters	AMMONIA (as Nitrogen)	mg/L	2	2	np	nd<0.0500	nd<0.0500	nd<0.050	nd<0.050	nd<0.050	nd<0.050	nd<0.050	nd < 0.050	No sample collected, location dry	nd < 0.050
	BOD-5	mg/L	np	np	np	nd<2.00	nd<2.00	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd < 4.0		nd < 2.0
	BROMIDE	mg/L	np	2 GV	np	nd<0.100	nd<1.00	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd < 1.0		nd < 1.0
	CHEMICAL OXYGEN DEMAND	mg/L	np	np	np	nd<5.0	19.4	6.6	nd<5.0	nd<5.0	nd<5.0	9.2	nd < 5.0		nd < 5.0
	CHLORIDE	mg/L	250	250	500	nd<0.200	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd<2.0	2.4	nd < 2.0		nd < 2.0
	NITRATE as NITROGEN	mg/L	10	10	20	nd<0.0500	nd<0.500	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd < 1.0		nd < 1.0
	SULFATE	mg/L	250	250	500	58.7	44.9	30.4	37.2	14.7	14.5	28.4	10.4		36.5
	TOTAL ALKALINITY (as CaCO ₃)	mg/L	np	np	np	339	335	350	281	289	261	227	155		348
	TOTAL DISSOLVED SOLIDS	mg/L	np	np	np	414	426	390	342	305	290	262	186		394
	TOTAL HARDNESS (as CaCO ₃)	mg/L	np	np	np	360	285	350	321	285	290	240	200		390
	TOTAL KJELDAHL NITROGEN *	mg/L	np	np	np	nd<0.200	nd<0.200	0.21	nd<0.20	nd<0.20	nd<0.20	0.27	nd < 0.20		0.42
	TOTAL ORGANIC CARBON	mg/L	np	np	np	2.73	2.15	3.6	2.3	1.9	1.8	2.3	1.4		4.7
	TOTAL ORGANIC CARBON	mg/L	np	np	np	2.45	2.28	3.8	2.1	1.9		2.3	1.4		4.7
	TOTAL ORGANIC CARBON	mg/L	np	np	np	2.29	2.52	2.8	2.1	1.9		2.6	1.4		4.7
	TOTAL ORGANIC CARBON	mg/L	np	np	np	2.32	2.33	2.6	2.1	2.0		2.5	1.5		5.0
TOTAL PHENOLICS	mg/L	0.001	0.001	0.002	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	
▽	COLOR (TRUE)	C.U.	np	np	np	5	na	na	na	na	7	na	na		na

NOTES:

nd <[MRL] indicates that compound was not detected at a concentration above the Method Reporting Limit
GV = Guidance Value
Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **bold**
* NH3 + NH4+ as N
DUP. -Field duplicate
na - Indicates that the compound or parameter was not analyzed in this sampling round
NM - This parameter was not measured.
np - Indicates that no published standards exist for that compound
▽ – Additional Baseline Parameter
(1) - Apparent color reported.

TABLE 1
Town of Stillwater Landfill Post Closure Monitoring
Summary of Surface Water Analytical Data - Leachate Indicators
Sampling Point: TCC-1
LaBella Project No. 2230805.03

Date Sampled	11/20/2017	10/8/2018	9/4/2019	9/5/2019 (DUP)	10/22/2020	10/6/2021	10/6/2021 (DUP)	8/29/2022	9/26/2023
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Field Parameters

pH	6.87	7.06	7.11	7.25	7.40	7.25	7.18
Specific Conductivity (mS/cm)	0.689	0.687	0.714	0.638	0.693	0.897	0.874
Turbidity (NTU)	NM	NM	v.low	v.low	32	22	NM
Temperature (°C)	10.5	14.6	13.2	13.6	13.8	13.5	14.4
ORP (mv)	106.3	154.3	120.9	56.3	69.4	136.4	131.1
Dissolved Oxygen (mg/L)	1.95	2.11	2.21	1.72	1.80	1.49	1.30

		APPLICABLE STANDARDS												
LEACHATE INDICATOR		UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6	Result (mg/L)								
Routine Parameters	AMMONIA (as Nitrogen)	mg/L	2	2	np	nd < 0.050	nd < 0.100	0.120	0.126	nd < 0.050	nd < 0.10	nd < 0.10	nd < 0.20	nd < 0.20
	BOD-5	mg/L	np	np	np	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	2.1	nd <1.0
	BROMIDE	mg/L	np	2 GV	np	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd < 0.50	nd < 0.50	nd < 0.50	nd < 0.50
	CHEMICAL OXYGEN DEMAND	mg/L	np	np	np	7.5	9.1	9.1	12.0	nd < 5.0	41.7	13.0	nd < 20	20.3
	CHLORIDE	mg/L	250	250	500	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0
	NITRATE as NITROGEN	mg/L	10	10	20	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd < 0.050	nd < 0.050	nd < 0.11	nd <0.11
	SULFATE	mg/L	250	250	500	31.6	22.1	nd < 2.0	nd < 2.0	16.0	17.2	17.5	13.6	19.8
	TOTAL ALKALINITY (as CaCO ₃)	mg/L	np	np	np	362	340	151	144	356	319	327	314	330
	TOTAL DISSOLVED SOLIDS	mg/L	np	np	np	404	414	199	196	376	286	400	163	330
	TOTAL HARDNESS (as CaCO ₃)	mg/L	np	np	np	405	377	154	152	356	370	315	344	345
	TOTAL KJELDAHL NITROGEN *	mg/L	np	np	np	nd < 0.20	0.22	0.44	0.58	0.20	1.5	0.85	nd < 0.80	0.53
	TOTAL ORGANIC CARBON	mg/L	np	np	np	4.4	2.1	7.9	7.8	1.6	2.1	2.1	1.9	1.4
		mg/L	np	np	np		2.1	8.0	7.7	1.6				
		mg/L	np	np	np		2.0	7.7	7.2	1.5				
		mg/L	np	np	np		2.1	8.1	7.8	1.7				
		mg/L	np	np	np	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd <0.20	nd <0.20
∇	COLOR (TRUE)	C.U.	np	np	np	4	na	na	na	na	na	na	50 ⁽¹⁾	na

NOTES:
nd <[MRL] indicates that compound was not detected at a concentration above the Method Reporting Limit
GV = Guidance Value
Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **bold**
* NH3 + NH4+ as N
DUP. -Field duplicate
na - Indicates that the compound or parameter was not analyzed in this sampling round
NM - This parameter was not measured.
np - Indicates that no published standards exist for that compound
∇ – Additional Baseline Parameter
(1) - Apparent color reported.

TABLE 1
Town of Stillwater Landfill Post Closure Monitoring
Summary of Surface Water Analytical Data - Leachate Indicators
Sampling Point: TCC-2
LaBella Project No. 2230805.03

		Date Sampled	12/12/2007	6/26/2008	10/22/2009	12/21/2010	12/15/2011	12/15/2011 (DUP)	6/26/2012	3/13/2013	3/13/2013 (DUP)	6/9/2014	6/9/2014 (DUP)	8/26/2015			
Field Parameters																	
		pH	6.78	NM	NM	6.85	NM		7.05	7.01		6.72		7.19			
Specific Conductivity (mS/cm)			0.522	NM	0.515	0.532	0.594		0.509	0.449		0.559		0.504			
Turbidity (NTU)			NM	NM	NM	NM	NM		0.85	NM		8.42		0.00			
Temperature (°C)			10.36	NM	12.11	8.73	NM		12.13	5.74		10.72		12.93			
ORP (mv)			147	NM	-122.8	-17	-17.1		-162	NM		104.4		-71.2			
Dissolved Oxygen (mg/L)			NM	NM	NM	0.96	3.08		0.41	6.91		0.61		NM			
			APPLICABLE STANDARDS														
LEACHATE INDICATOR		UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6	Results (mg/L)											
Routine Parameters	AMMONIA (as Nitrogen)	mg/L	2	2	np	nd<0.050	0.194	0.095	nd<0.050	nd<0.050	nd<0.050	0.071	nd<0.050	nd<0.050	0.117	0.116	0.094
	BOD-5	mg/L	np	np	np	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd < 4.0	nd < 4.0	nd < 2.0
	BROMIDE	mg/L	np	2 GV	np	nd<0.100	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd < 1.0	nd < 1.0	nd < 1.0
	CHEMICAL OXYGEN DEMAND	mg/L	np	np	np	nd<5.00	nd<5.00	8.8	nd<5.0	6.3	10.0	5.3	6.3	nd<5.0	7.3	nd < 5.0	6.5
	CHLORIDE	mg/L	250	250	500	nd<0.200	nd<2.00	2.2	nd<2.0	nd<2.0	nd<2.0	nd<2.0	2.4	2.1	nd < 2.0	nd < 2.0	nd < 2.0
	NITRATE as NITROGEN	mg/L	10	10	20	nd<0.0500	nd<0.500	nd<1.0	nd<1.0	1.2	1.1	nd<1.0	1.2	1.3	nd < 1.0	nd < 1.0	nd < 1.0
	SULFATE	mg/L	250	250	500	16.7	18.2	15.2	11.4	8.6	9.5	8.0	8.3	7.9	17.1	15.8	15.9
	TOTAL ALKALINITY (as CaCO ₃)	mg/L	np	np	np	314	295	288	295	339	334	281	282	276	278	300	284
	TOTAL DISSOLVED SOLIDS	mg/L	np	np	np	332	318	307	320	364	354	305	286	290	330	306	311
	TOTAL HARDNESS (as CaCO ₃)	mg/L	np	np	np	284	320	265	330	332	338	301	281	560	314	319	261
	TOTAL KJELDAHL NITROGEN*	mg/L	np	np	np	nd<0.200	0.394	0.25	0.21	nd<0.20	0.21	nd<0.20	nd<0.20	nd<0.20	0.30	0.28	0.42
	TOTAL ORGANIC CARBON	mg/L	np	np	np	1.50	1.60	nd<2.0	2.0	2.1	1.9	1.3	1.9	1.8	2.6	2.7	1.1
	TOTAL ORGANIC CARBON	mg/L	np	np	np	1.45	1.62	nd<2.0	1.7	1.9	1.9		1.7	1.8	2.9	2.6	1.1
	TOTAL ORGANIC CARBON	mg/L	np	np	np	1.48	1.71	nd<2.0	1.9	2.1	1.9		2.2	2.2	2.8	2.8	1.1
	TOTAL ORGANIC CARBON	mg/L	np	np	np	1.60	1.68	nd<2.0	1.7	2.0	2.1		1.7	1.8	2.7	2.8	1.1
	TOTAL PHENOLICS	mg/L	0.001	0.001	0.002	nd<0.0050	nd<0.0050	nd<0.0050	nd<0.0050	nd<0.0050	nd<0.0050	nd<0.0050	nd<0.0050	nd<0.0050	nd < 0.0050	nd < 0.0050	nd < 0.0050
▽	COLOR (TRUE)	C.U.	np	np	np	5	na	na	na	na	na	6	na	na	na	na	na

NOTES:
C.U. - Color Unit
DUP. -Field duplicate
mg/L - milligrams per liter
nd - <[MRL] indicates that compound was not detected at a concentration above the Method Reporting Limit
GV = Guidance Value
Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **bold**
* NH3 + NH4+ as N
NM - This parameter was not measured.
na - Indicates that the compound or parameter was not analyzed in this sampling round
np - Indicates that no published standards exist for that compound
▽ — Additional Baseline Parameter
(1) - Apparent color reported.

TABLE 1
Town of Stillwater Landfill Post Closure Monitoring
Summary of Surface Water Analytical Data - Leachate Indicators
Sampling Point: TCC-2
LaBella Project No. 2230805.03

					Date Sampled	8/26/2015 (DUP)	11/3/2016	11/3/2016 (DUP)	11/20/2017	11/20/2017 (DUP)	10/8/2018	9/4/2019	10/22/2020	10/6/2021	8/29/2022	9/26/2023	9/26/2023 (DUP)
					Field Parameters												
					pH	7.19	7.19		6.97		6.56	6.62	6.71	6.79	7.01		7.68
					Specific Conductivity (mS/cm)	0.504	0.485		0.5447		0.570	0.534	0.501	0.613	0.594		0.581
					Turbidity (NTU)	0.00	0		NM		NM	v. low	v. low	26	19		NM
					Temperature (°C)	12.93	12.3		11.6		13.4	13.1	12.1	12.1	13		13.7
					ORP (mv)	-71.2	11.5		4.2		-62.6	174.6	58.8	58.8	73.6		69.5
					Dissolved Oxygen (mg/L)	NM	0.12		1.02		0.19	1.06	1.79	1.79	1.84		1.26
					APPLICABLE STANDARDS												
LEACHATE INDICATOR		UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6	Result (mg/L)											
Routine Parameters	AMMONIA (as Nitrogen)	mg/L	2	2	np	0.093	na	nd < 0.050	0.058	0.057	nd <0.050	nd <0.050	nd <0.050	nd <0.10	nd <0.20	nd < 0.20	nd < 0.20
	BOD-5	mg/L	np	np	np	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd <2.0	nd <2.0	nd <2.0	nd <2.0	2.1	nd <1.0	nd <1.0
	BROMIDE	mg/L	np	2 GV	np	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd <1.0	nd <1.0	nd <1.0	nd <0.050	nd <0.05	nd < 0.50	nd < 0.50
	CHEMICAL OXYGEN DEMAND	mg/L	np	np	np	7.2	nd < 5.0	nd < 5.0	6.1	nd < 5.0	nd <5.0	nd <5.0	nd <5.0	15	nd <20	nd < 20	nd < 20
	CHLORIDE	mg/L	250	250	500	nd < 2.0	4.0	3.9	2.3	2.1	nd <2.0	nd <2.0	2.3	nd < 2.0	3.9	nd < 2.0	nd < 2.0
	NITRATE as NITROGEN	mg/L	10	10	20	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd < 1.0	nd <1.0	nd <1.0	nd <1.0	nd < 5.0	nd < 0.11	nd <0.11	nd <0.11
	SULFATE	mg/L	250	250	500	15.9	22.9	23.0	17.7	16.1	13.5	12.8	15.7	nd < 5.0	26.0	11.8	12.5
	TOTAL ALKALINITY (as CaCO ₃)	mg/L	np	np	np	285	287	287	284	279	288	288	261	414	246	305	303
	TOTAL DISSOLVED SOLIDS	mg/L	np	np	np	321	315	313	304	301	339	350	294	332	255	304	342
	TOTAL HARDNESS (as CaCO ₃)	mg/L	np	np	np	255	390	340	306	299	293	299	267	388	292	291	293
	TOTAL KJELDAHL NITROGEN*	mg/L	np	np	np	0.31	0.21	nd<0.20	nd<0.20	nd<0.20	nd <0.20	nd <0.20	nd <0.20	0.83	nd <0.20	0.60	0.65
	TOTAL ORGANIC CARBON	mg/L	np	np	np	1.2	4.1	1.7	1.8	1.4	1.3	1.2	nd<1.0	1.4	1.1	nd < 1.0	nd < 1.0
	TOTAL ORGANIC CARBON	mg/L	np	np	np	1.0	4.2	1.7			1.3	1.1					
	TOTAL ORGANIC CARBON	mg/L	np	np	np	1.1	4.1	1.8			1.3	1.2					
TOTAL ORGANIC CARBON	mg/L	np	np	np	1.1	4.1	1.7	1.2			1.1						
TOTAL PHENOLICS	mg/L	0.001	0.001	0.002	nd < 0.0050	nd < 0.0050	nd < 0.0050	nd < 0.0050	nd < 0.0050	nd <0.0050	nd <0.0050	nd <0.0050	nd <0.0050	nd <0.20	nd <0.20	nd <0.20	
▽	COLOR (TRUE)	C.U.	np	np	np	na	na	na	5	5	na	na	na	na	5 ⁽¹⁾	na	na
NOTES:																	
C.U. - Color Unit																	
DUP. -Field duplicate																	
mg/L - milligrams per liter																	
nd - <[MRL] indicates that compound was not detected at a concentration above the Method Reporting Limit																	
GV = Guidance Value																	
Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in bold																	
* NH3 + NH4+ as N																	
NM - This parameter was not measured.																	
na - Indicates that the compound or parameter was not analyzed in this sampling round																	
np - Indicates that no published standards exist for that compound																	
▽ – Additional Baseline Parameter																	
(1) - Apparent color reported.																	

TABLE 1
Town of Stillwater Landfill Post Closure Monitoring
Summary of Surface Water Analytical Data - Leachate Indicators
Sampling Point: SW-1
LaBella Project No. 2230805.03

Date Sampled		12/12/2007	6/26/2008	10/22/2009	12/21/2010	12/15/2011	6/26/2012	3/13/2013	6/9/2014	8/26/2015	11/3/2016	11/20/2017	10/8/2018	9/4/2019		
Field Parameters																
Specific Conductivity (mS/cm)	pH	7.43	NM	NM	7.01	NM	7.38	7.25	6.74	NM, Location dry	6.94	7.45	7.91	6.55		
	Specific Conductivity (mS/cm)	0.174	NM	0.197	0.179	0.402	0.184	0.12	0.181		0.680	0.235	0.194	0.182		
	Turbidity	NM	NM	NM	NM	Clear	6.22	NM	56.75		58.89	NM	Clear	v. low		
	Temperature (°C)	0.83	NM	14.3	0.92	NM	18.48	3.13	19.41		11.6	3.9	12.0	18.1		
	ORP (mV)	-11	NM	-28.2	91.3	NM	156	NM	109.7		166.7	87.2	69.7	37.0		
	Dissolved Oxygen (mg/L)	NM	NM	NM	3.46	NM	3.3	8.57	0.96		3.29	3.79	3.51	0.79		
		APPLICABLE STANDARD														
LEACHATE INDICATOR	UNITS	TOGS 1.1.1	Results (mg/L)													
Routine Parameters	AMMONIA (as Nitrogen)	mg/L	2.0	nd<0.0500	0.0857	nd<0.050	nd<0.050	nd<0.050	nd<0.050	0.101	No sample collected, location dry	nd < 0.050	nd < 0.050	nd <0.050	nd <0.050	
	BOD-5	mg/L	np	2.42	13.20	nd<2.0	2.2	2.3	2.2	nd<2.0		18.0	2.8	14.5	nd <2.0	2.1
	BROMIDE	mg/L	2.0	nd<0.100	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd<1.0	nd < 1.0		nd < 1.0	nd < 1.0	nd <1.0	nd <1.0	
	CHEMICAL OXYGEN DEMAND	mg/L	np	nd<5.0	168.0	20.9	19.2	25.2	29.5	11.7		55.1	24.5	65.2	21.8	10.4
	CHLORIDE	mg/L	250	nd<0.200	nd<2.00	2.3	nd<2.0	nd<2.0	nd<2.0	nd<2.0		nd < 2.0	5.3	2.9	nd <2.0	nd <2.0
	NITRATE as NITROGEN	mg/L	10	nd<0.0500	nd<0.50	nd<0.50	nd<1.0	nd<1.0	nd<1.0	nd<1.0		nd<1.0	nd<1.0	nd<1.0	nd <1.0	nd <1.0
	SULFATE	mg/L	250	17.3	nd<2.00	2.7	14.1	13.0	nd<2.00	9.8		2.4	242	21.4	5.9	nd <2.0
	TOTAL ALKALINITY (as CaCO ₃)	mg/L	np	111	102	105	80.0	203	92.0	54.0		95.2	81.6	67.6	86.4	77.6
	TOTAL DISSOLVED SOLIDS	mg/L	500**	148	108	118	113	239	103	72		108	418	151	125	103
	TOTAL HARDNESS (as CaCO ₃)	mg/L	np	138	116	96.4	200	208	102	60.2		133	360	102	92.8	76.3
	TOTAL KJELDAHL NITROGEN *	mg/L	np	0.337	1.2	0.46	0.74	0.43	1.00	0.22		5.56	0.50	0.94	0.52	0.43
	TOTAL ORGANIC CARBON	mg/L	np	5.02	17.9	7.4	4.4	5.0	7.1	5.1		14.2	8.2	23.1	9.1	5.6
	TOTAL ORGANIC CARBON	mg/L	np	5.00	18.10	6.7	4.2	5.1		5.0		14.4	8.2		8.3	5.8
	TOTAL ORGANIC CARBON	mg/L	np	5.05	18.50	7.1	4.0	4.9		5.0		14.3	8.2		8.5	5.8
	TOTAL ORGANIC CARBON	mg/L	np	4.95	18.5	7.1	4.1	4.8		5.0		14.7	8.2		8.0	5.6
TOTAL PHENOLICS	mg/L	0.001	nd<0.0050	nd<0.0050	nd<0.0050	nd<0.0050	nd<0.0050	nd<0.0050	nd<0.0050	nd<0.0050	0.0064	0.0307	nd <0.005	nd <0.005		
▽	COLOR (TRUE)	C.U.	np	60	na	na	na	na	60	na	na	na	250	na	na	

NOTES:

C.U. - Color Unit

mg/L - Milligrams per liter

mV - Millivolts

Applicable standard for surafce water samples is TOGS 1.1.1 Class A.

nd <[MRL] indicates that compound was not detected at a concentration above the Method Reporting Limit

GV = Guidance Value

Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **bold**

* NH3 + NH4+ as N

** Standard for Total Dissolved Solids from NYSDEC Part 703.5 List

na - Indicates that the compound or parameter was not analyzed in this sampling round

NM - This parameter was not measured.

np - Indicates that no published standards exist for that compound

▽ — Additional Baseline Parameter

(1) - Apparent color reported.

TABLE 1
Town of Stillwater Landfill Post Closure Monitoring
Summary of Surface Water Analytical Data - Leachate Indicators
Sampling Point: SW-1
LaBella Project No. 2230805.03

			Date Sampled	10/22/2020	10/6/2021	8/29/2022	9/26/2023
Field Parameters							
			pH	5.43	6.59	7.11	7.68
			Specific Conductivity (mS/cm)	0.269	0.317	0.246	0.581
			Turbidity	moderate	moderate	45	NM
			Temperature (°C)	14.1	14.6	15.1	13.7
			ORP (mV)	10.5	27.9	36.7	69.5
			Dissolved Oxygen (mg/L)	0.35	0.49	0.61	1.26
			APPLICABLE STANDARD				
LEACHATE INDICATOR		UNITS	TOGS 1.1.1	Results (mg/L)			
Routine Parameters	AMMONIA (as Nitrogen)	mg/L	2.0	0.120	0.11	27.0	0.37
	BOD-5	mg/L	np	186	nd < 2.0	62.2	1.1
	BROMIDE	mg/L	2.0	nd <1.0	nd < 0.50	nd < 0.50	nd < 0.50
	CHEMICAL OXYGEN DEMAND	mg/L	np	593	31	127	nd < 20
	CHLORIDE	mg/L	250	4.3	9.6	7.5	2.8
	NITRATE as NITROGEN	mg/L	10	nd <1.0	nd < 0.050	nd < 0.15	nd <0.11
	SULFATE	mg/L	250	nd <2.0	49.2	181.0	2.9
	TOTAL ALKALINITY (as CaCO ₃)	mg/L	np	61.2	175.0	175.0	102
	TOTAL DISSOLVED SOLIDS	mg/L	500**	339	284	70.0	72.0
	TOTAL HARDNESS (as CaCO ₃)	mg/L	np	119	213	330	96.5
	TOTAL KJELDAHL NITROGEN *	mg/L	np	5.5	1.1	26.6	0.88
	TOTAL ORGANIC CARBON	mg/L	np	167	5.3	32.0	3.5
	TOTAL ORGANIC CARBON	mg/L	np	159			
	TOTAL ORGANIC CARBON	mg/L	np	169			
	TOTAL ORGANIC CARBON	mg/L	np	155			
	TOTAL PHENOLICS	mg/L	0.001	0.132	nd < 0.0050	nd < 0.20	nd <0.20
▽	COLOR (TRUE)	C.U.	np	na	na	36,000 ⁽¹⁾	na

NOTES:
C.U. - Color Unit
mg/L - Milligrams per liter
mV - Millivolts
Applicable standard for surface water samples is TOGS 1.1.1 Class 1
nd <[MRL] indicates that compound was not detected at a concentration less than the Method Reporting Limit (MRL)
GV = Guidance Value
Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in bold
* NH3 + NH4+ as N
** Standard for Total Dissolved Solids from NYSDEC Part 703.5 List
na - Indicates that the compound or parameter was not analyzed in this sample
NM - This parameter was not measured.
np - Indicates that no published standards exist for that compound
∇ – Additional Baseline Parameter
(1) - Apparent color reported.

Table 2:
Summary of Analytical Groundwater and Surface Water
Data – Inorganic Parameters



TABLE 2
Town of Stillwater Landfill Post Closure Monitoring
Summary of Groundwater Analytical Data - Total Inorganic Compounds
Monitoring Well: DGC-1S
LaBella Project No. 2230805.03

Date Sampled	12/12/2007	6/26/2008	10/22/2009	12/21/2010	12/15/2011	6/26/2012	3/13/2013	6/9/2014	8/26/2015	11/3/2016
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Field Parameters										
pH	7.24	NM	NM	7.74	NM	7.22	7.16	6.67	6.93	7.69
Specific Conductivity (mS/cm)	0.9	NM	0.894	0.881	0.892	0.942	0.748	0.802	0.776	0.698
Turbidity	NM	NM	NM	NM	NM	0.53	NM	7.06	0.00	0.11
Temperature (°C)	10.43	NM	14.79	9.73	NM	11.52	9.26	17.06	18.16	12.4
ORP (mv)	213	NM	0.8	93.1	NM	141	NM	116.6	51.5	163.0
Dissolved Oxygen (mg/L)	NM	NM	NM	5.08	5.54	1.10	3.86	0.85	NM	1.40

		APPLICABLE STANDARDS												
		INORGANIC PARAMETER	UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6	Results (mg/L)							
Routine Parameters		CADMIUM	mg/L	0.005	0.005	0.01	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd < 0.005	nd < 0.005
		CALCIUM	mg/L	np	np	np	72.2	74.1	71.1	73.2	70.1	67.5	69.7	65.4
		IRON	mg/L	0.3	0.3	0.6	nd<0.100	nd<0.100	nd<0.100	nd<0.100	nd<0.100	nd<0.100	nd < 0.100	1.140
		LEAD	mg/L	0.025	0.025	0.05	nd<0.005	nd<0.005	nd<0.050	nd<0.050	nd<0.050	nd<0.050	nd < 0.050	nd < 0.050
		MAGNESIUM	mg/L	35	35 GV	np	38.6	39.9	38.5	38.8	38.8	36.0	37.9	53.3
		MANGANESE	mg/L	0.3	0.3	0.6	nd<0.010	nd<0.010	0.016	nd<0.010	0.018	nd<0.010	0.012	0.032
		POTASSIUM	mg/L	np	np	np	2.59	2.55	3.0	2.5	2.8	2.13	2.3	3.2
		SODIUM	mg/L	20	20	np	88.6	93.7	83.6	90	91.1	81.1	82.2	36.0
Additional Baseline Parameters		ALUMINUM	mg/L	0.1	0.1	2	nd<0.100	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples
		ANTIMONY	mg/L	0.003	0.003	0.006	nd<0.060							
		ARSENIC	mg/L	0.025	0.025	0.05	nd<0.010							
		BARIUM	mg/L	1	1	2	nd<0.020							
		BERYLLIUM	mg/L	0.011 ⁽¹⁾	0.003	np	nd<0.005							
		BORON	mg/L	1	1	np	nd<0.200							
		CHROMIUM	mg/L	0.05	0.05	np	nd<0.010							
		COBALT	mg/L	0.005	0.005	np	nd<0.050							
		COPPER	mg/L	0.2	0.2	1	nd<0.020							
		MERCURY	mg/L	0.0007	0.0007	0.0014	nd<0.0002							
		NICKEL	mg/L	0.1	0.1	0.2	nd<0.040							
		SELENIUM	mg/L	0.01	0.01	0.02	nd<0.010							
		SILVER	mg/L	0.05	0.05	0.1	nd<0.010							
		THALLIUM	mg/L	0.008	0.0005	np	nd<0.010							
		VANADIUM	mg/L	0.014	0.014	np	nd<0.050							
		ZINC	mg/L	np	2.0	5	nd<0.020							
		HEXAVALENT CHROMIUM	mg/L	0.05	0.05	0.1	nd<0.0100							
		TOTAL CYANIDE	mg/L	0.2	0.2	0.4	nd<0.0100							

NOTES:
mg/L - milligrams per liter
nd <[MRL] indicates that the compound was not detected at a concentration above the Method Reporting Limit
GV = Guidance Value
Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **bold**
NM - This parameter was not measured.
na - Indicates that the compound or parameter was not analyzed in this sampling round
¹ when hardness is less than or equal to 75 ppm. 1.1 Mg/L when hardness is greater than 75 ppm
np - Indicates that no published standards exist for that compound

TABLE 2
Town of Stillwater Landfill Post Closure Monitoring
Summary of Groundwater Analytical Data - Total Inorganic Compounds
Monitoring Well: DGC-1S
LaBella Project No. 2230805.03

Date Sampled	11/20/2017	10/8/2018	9/4/2019	10/22/2020	10/6/2021	8/29/2022	9/26/2023
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Field Parameters

pH	7.28	7.35	7.40	7.54	7.59	7.41	7.44
Specific Conductivity (mS/cm)	0.760	0.803	0.007	0.847	0.639	0.797	0.659
Turbidity	NM	NM	v. low	v.low	26	18	NM
Temperature (°C)	10.3	12.1	12.7	13.0	12.6	13.4	14.7
ORP (mv)	64.0	-57.6	107.2	-87.0	-92.4	100.9	59.1
Dissolved Oxygen (mg/L)	2.67	0.20	5.94	1.79	1.95	1.90	2.06

		APPLICABLE STANDARDS										
INORGANIC PARAMETER		UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6	Result (mg/L)						
Routine Parameters	CADMIUM	mg/L	0.005	0.005	0.01	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.0025	nd <0.001	nd <0.001
	CALCIUM	mg/L	np	np	np	69.4	69.1	79.1	67.6	72.4	62.9	68.9
	IRON	mg/L	0.3	0.3	0.6	nd<0.100	0.410	1.180	0.210	1.29	1.98	2.64
	LEAD	mg/L	0.025	0.025	0.05	nd<0.005	nd<0.005	nd<0.05	nd<0.05	nd<0.005	nd <0.001	nd <0.001
	MAGNESIUM	mg/L	35	35 GV	np	54.5	52.4	53.6	51.6	57.2	50.0	50.6
	MANGANESE	mg/L	0.3	0.3	0.6	0.087	0.210	0.208	0.322	0.138	0.193	0.21
	POTASSIUM	mg/L	np	np	np	3.12	3.10	3.10	3.20	nd < 5.0	2.78	2.69
	SODIUM	mg/L	20	20	np	36.6	39.5	38.1	39.2	41.0	36.2	37.4
Additional Baseline Parameters	ALUMINUM	mg/L	0.1	0.1	2	nd<0.100	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	nd<0.100	nd<0.100
	ANTIMONY	mg/L	0.003	0.003	0.006	nd<0.060					nd<0.060	nd<0.100
	ARSENIC	mg/L	0.025	0.025	0.05	nd<0.010					nd<0.010	0.014
	BARIUM	mg/L	1	1	2	0.0516					0.0116	nd<0.100
	BERYLLIUM	mg/L	0.011 ⁽¹⁾	0.003	np	nd<0.0003					nd<0.0003	nd<0.100
	BORON	mg/L	1	1	np	nd<0.200					nd<0.200	nd<0.100
	CHROMIUM	mg/L	0.05	0.05	np	nd<0.010					nd<0.010	nd<0.100
	COBALT	mg/L	0.005	0.005	np	nd<0.050					nd<0.050	nd<0.100
	COPPER	mg/L	0.2	0.2	1	nd<0.020					nd<0.020	nd<0.100
	MERCURY	mg/L	0.0007	0.0007	0.0014	nd<0.0002					nd<0.0002	nd<0.100
	NICKEL	mg/L	0.1	0.1	0.2	nd<0.040					nd<0.040	nd<0.100
	SELENIUM	mg/L	0.01	0.01	0.02	nd<0.010					nd<0.010	nd<0.100
	SILVER	mg/L	0.05	0.05	0.1	nd<0.010					nd<0.010	nd<0.100
	THALLIUM	mg/L	0.008	0.0005	np	nd<0.010					nd<0.010	nd<0.100
	VANADIUM	mg/L	0.014	0.014	np	nd<0.050					nd<0.050	nd<0.100
	ZINC	mg/L	np	2.0	5	nd<0.020					nd<0.020	nd<0.100
	HEXAVALENT CHROMIUM	mg/L	0.05	0.05	0.1	nd<0.0100					nd<0.0100	nd<0.100
	TOTAL CYANIDE	mg/L	0.2	0.2	0.4	nd<0.0100					nd<0.0100	nd<0.100

NOTES:
mg/L - milligrams per liter
nd <[MRL] indicates that the compound was not detected at a concentration above the Method Reporting Limit
GV = Guidance Value
Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **bold**
NM - This parameter was not measured.
na - Indicates that the compound or parameter was not analyzed in this sampling round
¹ when hardness is less than or equal to 75 ppm. 1.1 Mg/L when hardness is greater than 75 ppm
np - Indicates that no published standards exist for that compound

TABLE 2
Town of Stillwater Landfill Post Closure Monitoring
Summary of Groundwater Analytical Data - Total Inorganic Compounds
Monitoring Well: DGC-4S
LaBella Project No. 2230805.03

		Date Sampled	12/12/2007	6/26/2008	10/22/2009	12/21/2010	12/21/2010 (DUP)	12/15/2011	6/26/2012	6/26/2012 (DUP)	3/13/2013	6/9/2014			
Field Parameters															
		pH	6.22	NM	NM	6.58	NM	6.74	6.9	6.60					
		Specific Conductivity (mS/cm)	0.146	NM	0.141	0.141	0.191	0.127	0.117	0.135					
		Turbidity	NM	NM	NM	NM	NM	0.23	0.20	NM	0.02				
		Temperature (°C)	10.33	NM	12.22	8.97	NM	10.89	5.29	8.48					
		ORP (mv)	NM	NM	66.3	170.3	NM	318	264	140.1					
		Dissolved Oxygen (mg/L)	NM	NM	NM	9.99	7.78	9.59	11.42	2.93					
		APPLICABLE STANDARDS			Results (mg/L)										
		INORGANIC PARAMETER	UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6									
Routine Parameters	CADMIUM	mg/L	0.005	0.005	0.01	nd<0.0050	nd<0.0050	nd<0.0050	nd<0.0050	nd<0.0050	nd<0.0050	nd<0.0050	nd<0.0050	nd < 0.0050	
	CALCIUM	mg/L	np	np	np	19.2	13.2	17.9	19.9	20.5	19.2	16.5	16.7	16.4	13.9
	IRON	mg/L	0.3	0.3	0.6	nd<0.100	nd<0.100	nd<0.100	0.17	0.14	nd<0.100	nd<0.100	nd<0.100	nd<0.100	nd < 0.100
	LEAD	mg/L	0.025	0.025	0.05	nd<0.005	nd<0.005	nd<0.050	nd<0.050	nd<0.050	nd<0.050	nd<0.005	nd<0.005	nd<0.050	nd < 0.050
	MAGNESIUM	mg/L	35	35 GV	np	4.77	3.16	4.1	4.8	4.9	4.6	3.72	3.77	3.90	3.40
	MANGANESE	mg/L	0.3	0.3	0.6	nd<0.010	nd<0.010	nd<0.010	nd<0.010	nd<0.010	nd<0.010	nd<0.010	nd<0.010	nd<0.010	nd < 0.010
	POTASSIUM	mg/L	np	np	np	nd<2.00	nd<2.00	nd<2.00	nd<2.0	nd<2.0	nd<2.0	nd<2.00	nd<2.00	nd<2.00	nd < 2.0
	SODIUM	mg/L	20	20	np	2.83	2.13	2.5	2.4	2.4	2.8	2.40	2.37	2.10	2.00
Additional Baseline Parameters	ALUMINUM	mg/L	0.1	0.1	2	nd<0.100	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	nd<0.100	nd<0.100	Parameters not included in Routine Samples	Parameters not included in Routine Samples
	ANTIMONY	mg/L	0.003	0.003	0.006	nd<0.060						nd<0.060	nd<0.060		
	ARSENIC	mg/L	0.025	0.025	0.05	nd<0.010						nd<0.010	nd<0.010		
	BARIUM	mg/L	1	1	2	nd<0.020						nd<0.020	nd<0.020		
	BERYLLIUM	mg/L	0.011 ⁽¹⁾	0.003	np	nd<0.005						nd<0.005	nd<0.005		
	BORON	mg/L	1	1	np	nd<0.200						nd<0.200 N	nd<0.200 N		
	CHROMIUM	mg/L	0.05	0.05	np	nd<0.010						nd<0.010	nd<0.010		
	COBALT	mg/L	0.005	0.005	np	nd<0.050						nd<0.050	nd<0.050		
	COPPER	mg/L	0.2	0.2	1	nd<0.020						nd<0.020	nd<0.020		
	MERCURY	mg/L	0.0007	0.0007	0.0014	nd<0.0002						nd<0.0002	nd<0.0002		
	NICKEL	mg/L	0.1	0.1	0.2	nd<0.040						nd<0.040	nd<0.040		
	SELENIUM	mg/L	0.01	0.01	0.02	nd<0.010						nd<0.010	nd<0.010		
	SILVER	mg/L	0.05	0.05	0.1	nd<0.010						nd<0.010	nd<0.010		
	THALLIUM	mg/L	0.008	0.0005	np	nd<0.010						nd<0.010	nd<0.010		
	VANADIUM	mg/L	0.014	0.014	np	nd<0.050						nd<0.050	nd<0.050		
	ZINC	mg/L	np	2.0	5	nd<0.020						nd<0.020	nd<0.020		
	HEXAVALENT CHROMIUM	mg/L	0.05	0.05	0.1	nd<0.010						nd<0.010	nd<0.010		
	TOTAL CYANIDE	mg/L	0.2	0.2	0.4	nd<0.010						nd<0.010	nd<0.010		

NOTES:

mg/L - milligrams per liter

nd <[MRL] indicates that the compound was not detected at a concentration above the Method Reporting Limit

GV = Guidance Value

Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **bold**

na - Indicates that the compound or parameter was not analyzed in this sampling round

NM - This parameter was not measured.

¹ when hardness is less than or equal to 75 ppm. 1.1 mg/L when hardness is greater than 75 ppm

np - Indicates that no published standards exist for that compound

TABLE 2
Town of Stillwater Landfill Post Closure Monitoring
Summary of Groundwater Analytical Data - Total Inorganic Compounds
Monitoring Well: DGC-4S
LaBella Project No. 2230805.03

		Date Sampled	8/26/2015	11/3/2016	11/20/2017	10/8/2018	9/4/2019	10/22/2020	10/6/2021	8/29/2022	9/26/2023			
Field Parameters														
		pH	6.44	6.66	7.07	6.30	6.08	7.49	7.36	7.27	7.15			
		Specific Conductivity (mS/cm)	0.132	0.1414	0.1351	0.157	0.1331	0.0994	0.1038	0.0795	0.1006			
		Turbidity	0.00	0.01	NM	NM	v. low	v. low	28	20	NM			
		Temperature (°C)	11.93	11.5	10.6	12.7	12.6	11.4	12.3	13.1	13.9			
		ORP (mv)	62.2	182.5	84.9	217.1	237.6	152.3	147.7	151.7	147.0			
		Dissolved Oxygen (mg/L)	NM	4.73	2.65	6.58	6.58	5.03	4.55	3.89	2.35			
			APPLICABLE STANDARDS											
INORGANIC PARAMETER		UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6	Results (mg/L)								
Routine Parameters	CADMIUM	mg/L	0.005	0.005	0.01	nd < 0.0050	nd < 0.0050	nd<0.0050	nd<0.0050	nd<0.005	nd<0.005	nd<0.0025	nd <0.001	nd <0.001
	CALCIUM	mg/L	np	np	np	16.4	21.6	18.5	18.3	18.8	19.9	31.0	19.8	18.2
	IRON	mg/L	0.3	0.3	0.6	nd < 0.100	nd < 0.100	nd<0.100	nd<0.100	nd<0.100	nd<0.100	0.0221	nd <0.050	nd <0.050
	LEAD	mg/L	0.025	0.025	0.05	nd < 0.050	nd < 0.050	nd<0.005	nd<0.05	nd<0.05	nd<0.05	nd <0.005	nd <0.001	nd <0.001
	MAGNESIUM	mg/L	35	35 GV	np	3.90	4.80	4.30	4.30	4.10	4.30	5.78	4.69	3.85
	MANGANESE	mg/L	0.3	0.3	0.6	nd < 0.010	nd < 0.010	nd<0.010	nd<0.010	nd<0.010	nd<0.010	nd < 0.010	nd < 0.020	nd < 0.020
	POTASSIUM	mg/L	np	np	np	nd < 2.000	nd < 2.000	nd<2.00	nd<2.00	nd<2.00	nd<2.00	nd < 5.0	nd < 0.5	nd < 0.5
	SODIUM	mg/L	20	20	np	2.40	2.60	2.60	2.90	2.90	3.0	nd < 5.0	3.23	2.75
Additional Baseline Parameters	ALUMINUM	mg/L	0.1	0.1	2	Parameters not included in Routine Samples	Parameters not included in Routine Samples	nd<0.100	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	nd<0.100	Parameters not included in Routine Samples
	ANTIMONY	mg/L	0.003	0.003	0.006			nd<0.060					nd<0.060	
	ARSENIC	mg/L	0.025	0.025	0.05			nd<0.010					nd<0.001	
	BARIUM	mg/L	1	1	2			nd<0.020					nd<0.020	
	BERYLLIUM	mg/L	0.011 ⁽¹⁾	0.003	np			nd<0.005					nd<0.005	
	BORON	mg/L	1	1	np			nd<0.200					nd<0.200	
	CHROMIUM	mg/L	0.05	0.05	np			nd<0.010					nd<0.010	
	COBALT	mg/L	0.005	0.005	np			nd<0.050					nd<0.050	
	COPPER	mg/L	0.2	0.2	1			nd<0.020					nd<0.020	
	MERCURY	mg/L	0.0007	0.0007	0.0014			nd<0.0002					nd<0.0002	
	NICKEL	mg/L	0.1	0.1	0.2			nd<0.040					nd<0.040	
	SELENIUM	mg/L	0.01	0.01	0.02			nd<0.010					nd<0.010	
	SILVER	mg/L	0.05	0.05	0.1			nd<0.010					nd<0.010	
	THALLIUM	mg/L	0.008	0.0005	np			nd<0.010					nd<0.010	
	VANADIUM	mg/L	0.014	0.014	np			nd<0.050					nd<0.050	
	ZINC	mg/L	np	2.0	5			nd<0.020					nd<0.020	
	HEXAVALENT CHROMIUM	mg/L	0.05	0.05	0.1			nd<0.010					nd<0.010	
	TOTAL CYANIDE	mg/L	0.2	0.2	0.4			nd<0.010					nd<0.010	

NOTES:

mg/L - milligrams per liter

nd <[MRL] indicates that the compound was not detected at a concentration above the Method Reporting Limit

GV = Guidance Value

Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **bold**

na - Indicates that the compound or parameter was not analyzed in this sampling round

NM - This parameter was not measured.

¹ when hardness is less than or equal to 75 ppm. 1.1 mg/L when hardness is greater than 75 ppm

np - Indicates that no published standards exist for that compound

TABLE 2
Town of Stillwater Landfill Post Closure Monitoring
Summary of Groundwater Analytical Data - Total Inorganic Compounds
Monitoring Well: CHA-7S
LaBella Project No. 2230805.03

					Date Sampled	12/12/2007	6/26/2008	10/22/2009	12/21/2010	12/15/2011	6/26/2012	3/13/2013	6/9/2014
Field Parameters													
					pH	6.71	NM	NM	6.89	NM	6.84	6.79	6.49
					Specific Conductivity (mS/cm)	1.082	NM	1.177	1.120	1.154	1.153	0.910	1.177
					Turbidity	NM	NM	NM	NM	clear	0.24	NM	0.01
					Temperature (°C)	9.66	NM	12.49	9.4	NM	11.31	6.86	9.90
					ORP (mv)	168.8	NM	-29.1	80.8	81.8	30	NM	112.5
					Dissolved Oxygen (mg/L)	NM	NM	NM	0.35	NM	0.52	0.72	0.48
					APPLICABLE STANDARDS								
INORGANIC PARAMETER		UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6	Results (mg/L)							
Routine Parameters	CADMIUM	mg/L	0.005	0.005	0.01	nd <0.005	nd <0.005	nd <0.005	nd <0.005	nd <0.005	nd <0.005	nd <0.005	nd <0.005
	CALCIUM	mg/L	np	np	np	188	189	196	186	195	179	171	184
	IRON	mg/L	0.3	0.3	0.6	nd <0.100	nd <0.100	nd <0.100	nd <0.100	0.100	nd <0.100	nd <0.100	nd <0.100
	LEAD	mg/L	0.025	0.025	0.05	nd <0.005	nd <0.005	nd <0.005	nd <0.050	nd <0.050	nd <0.005	nd <0.005	nd <0.050
	MAGNESIUM	mg/L	35	35 GV	np	37.7	37.9	39.1	38.7	41.2	36.6	37.2	40.3
	MANGANESE	mg/L	0.3	0.3	0.6	5.33	5.04	5.40	5.22	6.12	5.62	5.55	5.95
	POTASSIUM	mg/L	np	np	np	7.12	6.86	6.90	6.10	7.00	6.25	5.70	6.10
	SODIUM	mg/L	20	20	np	28.3	30.2	28.9	22.3	26.8	27.3	22.3	24.5
Additional Baseline Parameters	ALUMINUM	mg/L	0.1	0.1	2	nd<0.100	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	nd<0.100	Parameters not included in Routine Samples	Parameters not included in Routine Samples
	ANTIMONY	mg/L	0.003	0.003	0.006	nd<0.060					nd<0.060		
	ARSENIC	mg/L	0.025	0.025	0.05	nd<0.010					nd<0.010		
	BARIUM	mg/L	1	1	2	0.0777					0.0922		
	BERYLLIUM	mg/L	0.011 ⁽¹⁾	0.003	np	nd<0.005					nd<0.005		
	BORON	mg/L	1	1	np	0.248					0.278 N		
	CHROMIUM	mg/L	0.05	0.05	np	nd<0.010					nd<0.010		
	COBALT	mg/L	0.005	0.005	np	nd<0.050					nd<0.050		
	COPPER	mg/L	0.2	0.2	1	nd<0.020					nd<0.020		
	MERCURY	mg/L	0.0007	0.0007	0.0014	nd<0.0002					nd<0.0002		
	NICKEL	mg/L	0.1	0.1	0.2	nd<0.040					nd<0.040		
	SELENIUM	mg/L	0.01	0.01	0.02	nd<0.010					nd<0.010		
	SILVER	mg/L	0.05	0.05	0.1	nd<0.010					nd<0.010		
	THALLIUM	mg/L	0.008	0.0005	np	nd<0.010					nd<0.010		
	VANADIUM	mg/L	0.014	0.014	np	nd<0.050					nd<0.050		
	ZINC	mg/L	np	2.0	5	nd<0.020					nd<0.020		
	HEXAVALENT CHROMIUM	mg/L	0.05	0.05	0.1	nd<0.0100					nd<0.0100		
	TOTAL CYANIDE	mg/L	0.2	0.2	0.4	nd<0.0100					nd<0.0100		

NOTES:
mg/L - milligrams per liter
nd <[MRL] indicates that the compound was not detected at a concentration above the Method Reporting Limit
GV = Guidance Value
Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **bold**
NM - This parameter was not measured.
na - Indicates that the compound or parameter was not analyzed in this sampling round
¹ when hardness is less than or equal to 75 ppm. 1.1 mg/L when hardness is greater than 75 ppm
np - Indicates that no published standards exist for that compound

TABLE 2
Town of Stillwater Landfill Post Closure Monitoring
Summary of Groundwater Analytical Data - Total Inorganic Compounds
Monitoring Well: CHA-7S
LaBella Project No. 2230805.03

Date Sampled		8/26/2015	11/3/2016	11/20/2017	10/8/2018	10/8/2018 (DUP)	9/4/2019	10/22/2020	10/6/2021	8/29/2022	9/26/2023				
Field Parameters															
pH		6.45	6.92	6.74	6.65		6.63	6.67	6.67	6.87	6.79				
Specific Conductivity (mS/cm)		1.059	0.862	1.057	1.054		1.085	1.043	1.043	0.791	0.878				
Turbidity		0.00	2.04	NM	clear		v.low	v.low	v.low	23	NM				
Temperature (°C)		13.46	12.4	11.1	13.4		13.1	12.6	12.6	13.4	14.0				
ORP (mv)		77.8	138.9	82.9	64.7		269.4	116.9	116.9	128.5	76.9				
Dissolved Oxygen (mg/L)		NM	0.17	1.04	0.2		0.87	1.82	1.82	1.70	1.81				
		APPLICABLE STANDARDS													
INORGANIC PARAMETER		UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6	Results (mg/L)									
Routine Parameters	CADMIUM	mg/L	0.005	0.005	0.01	nd <0.005	nd <0.005	nd <0.005	nd <0.005	nd <0.005	nd <0.005	nd <0.005	nd < 0.0025	nd < 0.001	nd < 0.002
	CALCIUM	mg/L	np	np	np	164	159	180	162	177	183	163	182	148	144
	IRON	mg/L	0.3	0.3	0.6	nd <0.100	nd <0.100	nd <0.100	0.100	0.720	nd <0.100	1.43	nd <0.02	nd <0.05	0.228
	LEAD	mg/L	0.025	0.025	0.05	nd <0.050	nd <0.050	nd <0.005	nd <0.050	nd <0.050	nd <0.050	nd <0.050	nd <0.005	nd <0.001	nd <0.001
	MAGNESIUM	mg/L	35	35 GV	np	34.7	31.1	38.7	35.1	36.1	40.4	35.5	41.6	33.9	40.3
	MANGANESE	mg/L	0.3	0.3	0.6	5.31	4.69	5.16	4.98	5.90	5.89	5.22	6.06	4.98	5.83
	POTASSIUM	mg/L	np	np	np	6.30	5.50	5.89	5.90	6.20	6.60	6.30	6.49	5.92	5.45
	SODIUM	mg/L	20	20	np	21.3	15.3	18.0	18.8	19.3	24.7	19.1	24.0	18.3	24.60
Additional Baseline Parameters	ALUMINUM	mg/L	0.1	0.1	2	Parameters not included in Routine Samples	Parameters not included in Routine Samples	nd <0.100	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	nd<0.100	Parameters not included in Routine Samples
	ANTIMONY	mg/L	0.003	0.003	0.006			nd <0.060						nd<0.060	
	ARSENIC	mg/L	0.025	0.025	0.05			nd <0.010						nd<0.001	
	BARIUM	mg/L	1	1	2			0.0917						nd<0.020	
	BERYLLIUM	mg/L	0.011 ⁽¹⁾	0.003	np			nd <0.003						nd<0.005	
	BORON	mg/L	1	1	np			0.220						nd<0.200	
	CHROMIUM	mg/L	0.05	0.05	np			nd <0.010						nd<0.010	
	COBALT	mg/L	0.005	0.005	np			nd <0.050						nd<0.050	
	COPPER	mg/L	0.2	0.2	1			nd <0.020						nd<0.020	
	MERCURY	mg/L	0.0007	0.0007	0.0014			nd <0.0002						nd<0.0002	
	NICKEL	mg/L	0.1	0.1	0.2			nd <0.040						nd<0.040	
	SELENIUM	mg/L	0.01	0.01	0.02			nd <0.010						nd<0.010	
	SILVER	mg/L	0.05	0.05	0.1			nd <0.010						nd<0.010	
	THALLIUM	mg/L	0.008	0.0005	np			nd <0.010						nd<0.010	
	VANADIUM	mg/L	0.014	0.014	np			nd <0.050						nd<0.050	
	ZINC	mg/L	np	2.0	5			nd <0.020						nd<0.020	
	HEXAVALENT CHROMIUM	mg/L	0.05	0.05	0.1			nd <0.0100						nd<0.010	
	TOTAL CYANIDE	mg/L	0.2	0.2	0.4			nd <0.0100						nd<0.010	

NOTES:

mg/L - milligrams per liter

nd <[MRL] indicates that the compound was not detected at a concentration above the Method Reporting Limit

GV = Guidance Value

Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **bold**

NM - This parameter was not measured.

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¹ when hardness is less than or equal to 75 ppm. 1.1 mg/L when hardness is greater than 75 ppm

np - Indicates that no published standards exist for that compound

TABLE 2
Town of Stillwater Landfill Post Closure Monitoring
Summary of Groundwater Analytical Data - Total Inorganic Compounds
Monitoring Well: TCC-1
LaBella Project No. 2230805.03

Date Sampled	12/12/2007	6/26/2008	10/22/2009	12/21/2010	12/15/2011	6/26/2012	3/13/2013	6/9/2014	8/26/2015	11/29/2016
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Field Parameters

pH	6.89	NM	NM	7	NM	7.06	7.04	6.78	Location Dry	6.84
Specific Conductivity (mS/cm)	0.581	NM	0.635	0.554	0.567	0.371	0.396	0.337		0.6447
Turbidity	NM	NM	NM	NM	NM	0.94	NM	2.71		49.37
Temperature (°C)	7.39	NM	12.25	6.68	NM	13.7	3.57	12.73		9.8
ORP (mv)	82.7	NM	-55	121.7	NM	185	NM	113.1		NM
Dissolved Oxygen (mg/L)	NM	NM	NM	0.43	NM	1.38	1.62	3.02		3.19

			APPLICABLE STANDARDS												
INORGANIC PARAMETER		UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6	Results (mg/L)									
Routine Parameters	CADMIUM	mg/L	0.005	0.005	0.01	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	No sample collected, location dry	nd<0.005
	CALCIUM	mg/L	np	np	np	114	107	116	100	88.3	85.7	76.6	48.0		125
	IRON	mg/L	0.3	0.3	0.6	0.214	nd<0.100	nd<0.100	0.19	0.19	nd<0.100	0.87	0.170		0.270
	LEAD	mg/L	0.025	0.025	0.05	nd<0.005	nd<0.005	nd<0.050	nd<0.050	nd<0.050	nd<0.050	nd<0.05	nd<0.05		nd<0.05
	MAGNESIUM	mg/L	35	35 GV	np	19.5	20.1	18.5	17.2	14.9	13	12.7	8.0		17.3
	MANGANESE	mg/L	0.3	0.3	0.6	2.11	0.909	1.07	1.33	3.04	1.93	0.862	0.043		5.67
	POTASSIUM	mg/L	np	np	np	nd<2.00	2.55	2.0000	nd<2.0	nd<2.0	nd<2.00	nd<2.00	nd<2.00		nd<2.00
	SODIUM	mg/L	20	20	np	4.21	5.88	3.80	3.0	2.6	2.26	2.0	1.8		4.20
Additional Baseline Parameters	ALUMINUM	mg/L	0.1	0.1	2	0.184	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	0.103	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples
	ANTIMONY	mg/L	0.003	0.003	0.006	nd<0.060					nd<0.060				
	ARSENIC	mg/L	0.025	0.025	0.05	nd<0.010					nd<0.010				
	BARIUM	mg/L	1	1	2	0.0605					0.0441				
	BERYLLIUM	mg/L	0.011 ⁽¹⁾	0.003	np	nd<0.005					nd<0.005				
	BORON	mg/L	1	1	np	nd<0.200					nd<0.200 N				
	CHROMIUM	mg/L	0.05	0.05	np	nd<0.010					nd<0.010				
	COBALT	mg/L	0.005	0.005	np	nd<0.050					nd<0.050				
	COPPER	mg/L	0.2	0.2	1	nd<0.020					nd<0.020				
	MERCURY	mg/L	0.0007	0.0007	0.0014	nd<0.0002					nd<0.0002				
	NICKEL	mg/L	0.1	0.1	0.2	nd<0.040					nd<0.040				
	SELENIUM	mg/L	0.01	0.01	0.02	nd<0.010					nd<0.010				
	SILVER	mg/L	0.05	0.05	0.1	nd<0.010					nd<0.010				
	THALLIUM	mg/L	0.008	0.0005	np	nd<0.010					nd<0.010				
	VANADIUM	mg/L	0.014	0.014	np	nd<0.050					nd<0.050				
	ZINC	mg/L	np	2.0	5	nd<0.020					nd<0.020				
	HEXAVALENT CHROMIUM	mg/L	0.05	0.05	0.1	nd<0.010					nd<0.010				
	TOTAL CYANIDE	mg/L	0.2	0.2	0.4	nd<0.0100					nd<0.0100				

NOTES:

mg/L - milligrams per liter

nd <[MRL] indicates that compound was not detected at a concentration above the Method Reporting Limit

GV = Guidance Value

Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **bold**

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NM - This parameter was not measured.

¹ when hardness is less than or equal to 75 ppm. 1.1 mg/L when hardness is greater than 75 ppm

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TABLE 2
Town of Stillwater Landfill Post Closure Monitoring
Summary of Groundwater Analytical Data - Total Inorganic Compounds
Monitoring Well: TCC-1
LaBella Project No. 2230805.03

Date Sampled	11/20/2017	10/8/2018	9/4/2019	9/4/2019 (DUP)	10/22/2020	10/6/2021	10/6/2021 (DUP)	8/29/2022	9/26/2023
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Field Parameters

pH	6.87	7.06	7.11	7.25	7.40	7.25	7.18
Specific Conductivity (mS/cm)	0.689	0.687	0.714	0.638	0.693	0.897	0.874
Turbidity	NM	NM	v.low	v.low	32	22	NM
Temperature (°C)	10.5	14.6	13.2	13.6	13.8	13.5	14.4
ORP (mv)	106.3	154.3	120.9	56.3	69.4	136.4	131.1
Dissolved Oxygen (mg/L)	1.95	2.11	2.21	1.72	1.80	1.49	1.30

		APPLICABLE STANDARDS												
		INORGANIC PARAMETER	UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6	Results (mg/L)							
Routine Parameters	CADIUM	mg/L	0.005	0.005	0.01	nd<0.005	nd<0.005	nd<0.005	nd <0.005	nd<0.005	nd <0.0025	nd<0.005	nd <0.001	nd <0.002
	CALCIUM	mg/L	np	np	np	128	120	483	47.5	112	121	122	90.2	113
	IRON	mg/L	0.3	0.3	0.6	nd<0.100	1.30	11.60	12.3	1.90	nd < 0.020	nd <0.020	1.62	nd<0.050
	LEAD	mg/L	0.025	0.025	0.05	nd<0.050	nd<0.050	nd<0.050	nd <0.050	nd<0.050	nd < 0.005	nd<0.050	nd <0.001	nd <0.001
	MAGNESIUM	mg/L	35	35 GV	np	21	18.9	8.1	8.0	19.3	18.2	18.2	19.9	19.5
	MANGANESE	mg/L	0.3	0.3	0.6	3.94	30.8	2.06	2.14	1.62	0.626	0.636	3.84	0.019
	POTASSIUM	mg/L	np	np	np	nd<2.00	2.0	nd<2.00	nd <2.0	2.20	nd < 5.0	nd < 5.0	2.38	2.01
	SODIUM	mg/L	20	20	np	4.28	4.30	1.80	1.8	4.50	nd < 5.0	nd < 5.0	7.71	7.14
Additional Baseline Parameters	ALUMINUM	mg/L	0.1	0.1	2	0.121	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	nd<0.100	Parameters not included in Routine Samples
	ANTIMONY	mg/L	0.003	0.003	0.006	nd<0.060							nd<0.060	
	ARSENIC	mg/L	0.025	0.025	0.05	nd<0.010							nd<0.001	
	BARIUM	mg/L	1	1	2	0.0762							nd<0.020	
	BERYLLIUM	mg/L	0.011 ⁽¹⁾	0.003	np	nd<0.003							nd<0.005	
	BORON	mg/L	1	1	np	nd<0.200							nd<0.200	
	CHROMIUM	mg/L	0.05	0.05	np	nd<0.010							nd<0.010	
	COBALT	mg/L	0.005	0.005	np	nd<0.050							nd<0.050	
	COPPER	mg/L	0.2	0.2	1	nd<0.020							nd<0.020	
	MERCURY	mg/L	0.0007	0.0007	0.0014	nd<0.0002							nd<0.0002	
	NICKEL	mg/L	0.1	0.1	0.2	nd<0.040							nd<0.040	
	SELENIUM	mg/L	0.01	0.01	0.02	nd<0.010							nd<0.010	
	SILVER	mg/L	0.05	0.05	0.1	nd<0.010							nd<0.010	
	THALLIUM	mg/L	0.008	0.0005	np	nd<0.010							nd<0.010	
	VANADIUM	mg/L	0.014	0.014	np	nd<0.050							nd<0.050	
	ZINC	mg/L	np	2.0	5	nd<0.020							nd<0.020	
	HEXAVALENT CHROMIUM	mg/L	0.05	0.05	0.1	nd<0.010							nd<0.010	
	TOTAL CYANIDE	mg/L	0.2	0.2	0.4	nd<0.0100							nd<0.010	

NOTES:

mg/L - milligrams per liter
nd <[MRL] indicates that compound was not detected at a concentration above the Method Reporting Limit
GV = Guidance Value
Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **bold**
na - Indicates that the compound or parameter was not analyzed in this sampling round
NM - This parameter was not measured.
¹ when hardness is less than or equal to 75 ppm. 1.1 mg/L when hardness is greater than 75 ppm
np - Indicates that no published standards exist for that compound

TABLE 2
Town of Stillwater Landfill Post Closure Monitoring
Summary of Groundwater Analytical Data - Total Inorganic Compounds
Monitoring Well: TCC-2
LaBella Project No. 2230805.03

		Date Sampled	12/12/2007	6/26/2008	10/22/2009	12/21/2010	12/15/2011	12/15/2011 (DUP)	6/26/2012	3/13/2013	3/13/2013 (DUP)	6/9/2014	6/9/2014 (DUP)				
Field Parameters																	
		pH	6.78	NM	NM	6.85	NM		7.05	7.01		6.72					
		Specific Conductivity (mS/cm)	0.522	NM	0.515	0.532	0.594		0.509	0.449		0.559					
		Turbidity	NM	NM	NM	NM	NM		0.85	NM		8.42					
		Temperature (°C)	10.36	NM	12.11	8.73	NM		12.13	5.74		10.72					
		ORP (mv)	147	NM	-122.8	-17	-17.1		-162	NM		104.4					
		Dissolved Oxygen (mg/L)	NM	NM	NM	0.96	3.08		0.41	6.91		0.61					
			APPLICABLE STANDARDS														
		INORGANIC PARAMETER	UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6	Result (mg/L)										
Routine Parameters	CADMIUM	mg/L	0.005	0.005	0.01	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd < 0.005	nd < 0.005		
	CALCIUM	mg/L	np	np	np	95.3	85.6	91.7	96.1	105	105	87.8	92.2	90.6	87.1		
	IRON	mg/L	0.3	0.3	0.6	nd<0.100	nd<0.100	0.27	0.25	0.13	0.15	0.151	nd<0.100	nd<0.100	0.160		
	LEAD	mg/L	0.025	0.025	0.05	nd<0.005	nd<0.005	nd<0.050	nd<0.050	nd<0.050	nd<0.050	nd<0.005	nd<0.050	nd<0.050	nd < 0.050		
	MAGNESIUM	mg/L	35	35 GV	np	13.3	13.1	13	13.8	15.4	15.3	12.6	12.3	12.2	13.9		
	MANGANESE	mg/L	0.3	0.3	0.6	2.72	4.53	3.24	1.79	3.43	3.3	4.05	0.492	0.623	5.80		
	POTASSIUM	mg/L	np	np	np	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd<2.0	nd < 2.0		
	SODIUM	mg/L	20	20	np	2.96	3.18	2.5	1.8	2.8	2.8	2.07	1.7	1.6	2.3		
Additional Baseline Parameters	ALUMINUM	mg/L	0.1	0.1	2	nd<0.100	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples		
	ANTIMONY	mg/L	0.003	0.003	0.006	nd<0.060											
	ARSENIC	mg/L	0.025	0.025	0.05	nd<0.010											
	BARIUM	mg/L	1	1	2	0.05											
	BERYLLIUM	mg/L	0.011 ⁽¹⁾	0.003	np	nd<0.005											
	BORON	mg/L	1	1	np	nd<0.200											
	CHROMIUM	mg/L	0.05	0.05	np	nd<0.010											
	COBALT	mg/L	0.005	0.005	np	nd<0.050											
	COPPER	mg/L	0.2	0.2	1	nd<0.020											
	MERCURY	mg/L	0.0007	0.0007	0.0014	nd<0.0002											
	NICKEL	mg/L	0.1	0.1	0.2	nd<0.040											
	SELENIUM	mg/L	0.01	0.01	0.02	nd<0.010											
	SILVER	mg/L	0.05	0.05	0.1	nd<0.010											
	THALLIUM	mg/L	0.008	0.0005	np	nd<0.010											
	VANADIUM	mg/L	0.014	0.014	np	nd<0.050											
	ZINC	mg/L	np	2.0	5	nd<0.020											
	HEXAVALENT CHROMIUM	mg/L	0.05	0.05	0.1	nd<0.0100											
	TOTAL CYANIDE	mg/L	0.2	0.2	0.4	nd<0.0100											

NOTES:
DUP. -Field duplicate
mg/L - milligrams per liter
nd <[MRL] indicates that the compound was not detected at a concentration above the Method Reporting Limit
GV = Guidance Value
Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **BOLD**
na - Indicates that the compound or parameter was not analyzed in this sampling round
NM - This parameter was not measured.
¹ when hardness is less than or equal to 75 ppm. 1.1 Mg/L when hardness is greater than 75 ppm
np - Indicates that no published standards exist for that compound

TABLE 2
Town of Stillwater Landfill Post Closure Monitoring
Summary of Groundwater Analytical Data - Total Inorganic Compounds
Monitoring Well: TCC-2
LaBella Project No. 2230805.03

		Date Sampled	8/26/2015	8/26/2015 (DUP)	11/3/2016	11/3/2016 (DUP)	11/20/2017	11/20/2017 (DUP)	10/8/2018	9/4/2019	10/22/2020	10/6/2021			
		Field Parameters													
		pH	7.19		7.19		6.97		6.56	6.62	6.71	6.79			
		Specific Conductivity (mS/cm)	0.504		0.485		0.5447		0.570	0.534	0.501	0.613			
		Turbidity	0		0		NM		NM	v. low	v. low	26			
		Temperature (°C)	12.93		12.3		11.6		13.4	13.1	12.1	12.1			
		ORP (mv)	-71.2		11.5		4.2		-62.6	174.6	58.8	58.8			
		Dissolved Oxygen (mg/L)	NM		0.12		1.02		0.19	1.06	1.79	1.79			
		APPLICABLE STANDARDS													
		INORGANIC PARAMETER	UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6	Results (mg/L)								
Routine Parameters	CADMIUM	mg/L	0.005	0.005	0.01	nd < 0.005	nd < 0.005	nd < 0.005	nd < 0.005	nd<0.005	nd<0.005	nd <0.005	nd <0.005	nd <0.005	nd < 0.0025
	CALCIUM	mg/L	np	np	np	81.7	79.8	93.4	90.3	95.2	93.3	94.6	96.4	81.6	143.0
	IRON	mg/L	0.3	0.3	0.6	0.190	0.190	0.110	0.110	0.169	nd<0.100	nd <0.100	nd <0.10	nd <0.10	nd < 0.02
	LEAD	mg/L	0.025	0.025	0.05	nd < 0.050	nd < 0.050	nd < 0.050	nd < 0.050	nd<0.005	nd<0.005	nd <0.050	nd <0.050	nd <0.050	nd <0.005
	MAGNESIUM	mg/L	35	35 GV	np	13.8	13.4	16.4	15.9	16.5	16	13.9	14.3	15.3	19.1
	MANGANESE	mg/L	0.3	0.3	0.6	3.44	3.37	1.69	1.63	3.45	3.58	4.46	5.93	1.92	3.14
	POTASSIUM	mg/L	np	np	np	nd < 2.0	nd < 2.0	nd < 2.0	nd < 2.0	nd<2.0	nd<2.0	nd <2.0	nd <2.0	nd <2.0	nd <5.0
	SODIUM	mg/L	20	20	np	2.5	2.5	3.1	2.9	2.83	2.84	2.8	2.4	3.0	nd <5.0
Additional Baseline Parameters	ALUMINUM	mg/L	0.1	0.1	2	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	0.103	nd<0.100	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples
	ANTIMONY	mg/L	0.003	0.003	0.006					nd<0.060	nd<0.060				
	ARSENIC	mg/L	0.025	0.025	0.05					nd<0.010	nd<0.010				
	BARIUM	mg/L	1	1	2					0.0545	0.055				
	BERYLLIUM	mg/L	0.011 ⁽¹⁾	0.003	np					nd<0.003	nd<0.003				
	BORON	mg/L	1	1	np					nd<0.200	nd<0.200				
	CHROMIUM	mg/L	0.05	0.05	np					nd<0.010	nd<0.010				
	COBALT	mg/L	0.005	0.005	np					nd<0.050	nd<0.050				
	COPPER	mg/L	0.2	0.2	1					nd<0.020	nd<0.020				
	MERCURY	mg/L	0.0007	0.0007	0.0014					nd<0.0002	nd<0.0002				
	NICKEL	mg/L	0.1	0.1	0.2					nd<0.040	nd<0.040				
	SELENIUM	mg/L	0.01	0.01	0.02					nd<0.010	nd<0.010				
	SILVER	mg/L	0.05	0.05	0.1					nd<0.010	nd<0.010				
	THALLIUM	mg/L	0.008	0.0005	np					nd<0.010	nd<0.010				
	VANADIUM	mg/L	0.014	0.014	np					nd<0.050	nd<0.050				
	ZINC	mg/L	np	2.0	5					nd<0.020	nd<0.020				
	HEXAVALENT CHROMIUM	mg/L	0.05	0.05	0.1					nd<0.010	nd<0.010				
	TOTAL CYANIDE	mg/L	0.2	0.2	0.4					nd<0.0100	nd<0.0100				

NOTES:

DUP. -Field duplicate

mg/L - milligrams per liter

nd <[MRL] indicates that the compound was not detected at a concentration above the Method Reporting Limit

GV = Guidance Value

Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **BOLD**

na - Indicates that the compound or parameter was not analyzed in this sampling round

NM - This parameter was not measured.

¹ when hardness is less than or equal to 75 ppm. 1.1 Mg/L when hardness is greater than 75 ppm

np - Indicates that no published standards exist for that compound

TABLE 2
Town of Stillwater Landfill Post Closure Monitoring
Summary of Groundwater Analytical Data - Total Inorganic Compounds
Monitoring Well: TCC-2
LaBella Project No. 2230805.03

					Date Sampled	8/29/2022	9/26/2023	9/26/2023 (DUP)
Field Parameters								
					pH	7.01	7.68	
					Specific Conductivity (mS/cm)	0.594	0.581	
					Turbidity	19	NM	
					Temperature (°C)	13	13.7	
					ORP (mv)	73.6	69.5	
					Dissolved Oxygen (mg/L)	1.84	1.26	
			APPLICABLE STANDARDS					
INORGANIC PARAMETER		UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6	Results (mg/L)		
Routine Parameters	CADMIUM	mg/L	0.005	0.005	0.01	nd <0.001	nd <0.001	nd <0.001
	CALCIUM	mg/L	np	np	np	74.0	97.6	98.4
	IRON	mg/L	0.3	0.3	0.6	nd < 0.05	nd < 0.05	nd < 0.05
	LEAD	mg/L	0.025	0.025	0.05	nd <0.001	nd <0.001	nd <0.001
	MAGNESIUM	mg/L	35	35 GV	np	18.4	14.0	14.8
	MANGANESE	mg/L	0.3	0.3	0.6	2.13	4.64	4.01
	POTASSIUM	mg/L	np	np	np	0.827	1.14	1.14
	SODIUM	mg/L	20	20	np	4.06	2.89	2.93
Additional Baseline Parameters	ALUMINUM	mg/L	0.1	0.1	2	nd<0.100	Parameters not included in Routine Samples	Parameters not included in Routine Samples
	ANTIMONY	mg/L	0.003	0.003	0.006	nd<0.060		
	ARSENIC	mg/L	0.025	0.025	0.05	nd<0.001		
	BARIUM	mg/L	1	1	2	nd<0.020		
	BERYLLIUM	mg/L	0.011 ⁽¹⁾	0.003	np	nd<0.005		
	BORON	mg/L	1	1	np	nd<0.200		
	CHROMIUM	mg/L	0.05	0.05	np	nd<0.010		
	COBALT	mg/L	0.005	0.005	np	nd<0.050		
	COPPER	mg/L	0.2	0.2	1	nd<0.020		
	MERCURY	mg/L	0.0007	0.0007	0.0014	nd<0.0002		
	NICKEL	mg/L	0.1	0.1	0.2	nd<0.040		
	SELENIUM	mg/L	0.01	0.01	0.02	nd<0.010		
	SILVER	mg/L	0.05	0.05	0.1	nd<0.010		
	THALLIUM	mg/L	0.008	0.0005	np	nd<0.010		
	VANADIUM	mg/L	0.014	0.014	np	nd<0.050		
	ZINC	mg/L	np	2.0	5	nd<0.020		
	HEXAVALENT CHROMIUM	mg/L	0.05	0.05	0.1	nd<0.010		
	TOTAL CYANIDE	mg/L	0.2	0.2	0.4	nd<0.010		

NOTES:
DUP. -Field duplicate
mg/L - milligrams per liter
nd <[MRL] indicates that the compound was not detected at a concentration above the Method Reporting Limit
GV = Guidance Value
Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **BOLD**
na - Indicates that the compound or parameter was not analyzed in this sampling round
NM - This parameter was not measured.
¹ when hardness is less than or equal to 75 ppm. 1.1 Mg/L when hardness is greater than 75 ppm
np - Indicates that no published standards exist for that compound

TABLE 2
Town of Stillwater Landfill Post Closure Monitoring
Summary of Surface Water Analytical Data - Total Inorganic Compounds
Sampling Point: SW-1
LaBella Project No. 2230805.03

Date Sampled	12/12/2007	6/26/2008	10/22/2009	12/21/2010	12/15/2011	6/26/2012	3/13/2013	6/9/2014	8/26/2015	11/3/2016
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Field Parameters										
pH	7.43	NM	NM	7.01	NM	7.38	7.25	6.74	NM, Location dry	6.94
Specific Conductivity (mS/cm)	0.174	NM	0.197	0.179	0.402	0.184	0.12	0.181		0.680
Turbidity	NM	NM	NM	NM	Clear	6.22	NM	56.75		58.89
Temperature (°C)	0.83	NM	14.3	0.92	NM	18.48	3.13	19.41		11.6
ORP (mv)	-11	NM	-28.2	91.3	NM	156	NM	109.7		166.7
Dissolved Oxygen (mg/L)	NM	NM	NM	3.46	NM	3.3	8.57	0.96		3.29

			APPLICABLE											
INORGANIC PARAMETER			UNITS	TOGS 1.1.1	Results (mg/L)									
Routine Parameters	CADMIUM	mg/L	0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	nd<0.005	No sample collected, location dry	nd<0.005	
	CALCIUM	mg/L	np	33.4	28.8	31.0	27.7	60.9	28.6	17.3	41.0		95.3	
	IRON	mg/L	0.300	2.24	2.65	0.79	7.23	1.20	5.66	0.57	24.2		2.67	
	LEAD	mg/L	0.050	nd<0.005	nd<0.005	nd<0.050	nd<0.050	nd<0.050	nd<0.005	nd<0.050	nd < 0.050		nd < 0.050	
	MAGNESIUM	mg/L	35	7.18	4.80	5.90	6.20	14.0	5.20	4.0	5.30		15.0	
	MANGANESE	mg/L	0.300	0.743	1.27	0.249	0.398	0.12	0.391	0.088	0.547		0.632	
	POTASSIUM	mg/L	np	nd<2.00	nd<2.00	2.1	nd<2.0	2.0	nd<2.00	nd<2.00	nd < 2.0		3.400	
	SODIUM	mg/L	np	1.89	nd<1.00	1.7	1.9	1.4	1.37	nd<1.00	1.600		2.900	
Additional Baseline Parameters	ALUMINUM	mg/L	0.100	0.181	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	0.961	Parameters not included in Routine Samples	Parameters not included in Routine Samples	No sample collected, location dry	Parameters not included in Routine Samples	
	ANTIMONY	mg/L	0.003	nd<0.060					nd<0.060					
	ARSENIC	mg/L	0.050	nd<0.010					nd<0.010					
	BARIUM	mg/L	1.0	0.0222					0.0299					
	BERYLLIUM	mg/L	0.003	nd<0.005					nd<0.005					
	BORON	mg/L	10	nd<0.200					nd<0.200 N					
	CHROMIUM	mg/L	0.050	nd<0.010					nd<0.010					
	COBALT	mg/L	0.005	nd<0.050					nd<0.050					
	COPPER	mg/L	0.200	nd<0.020					nd<0.020					
	MERCURY	mg/L	0.0007	nd<0.0002					nd<0.0002					
	NICKEL	mg/L	0.100	nd<0.040					nd<0.040					
	SELENIUM	mg/L	0.010	nd<0.010					nd<0.010					
	SILVER	mg/L	0.050	nd<0.010					nd<0.010					
	THALLIUM	mg/L	0.0005	nd<0.010					nd<0.010					
	VANADIUM	mg/L	0.014	nd<0.050					nd<0.050					
	ZINC	mg/L	2.0	nd<0.020					nd<0.020					
	HEXAVALENT CHROMIUM	mg/L	0.011	nd<0.0100					nd<0.0100					
	TOTAL CYANIDE	mg/L	0.200	nd<0.0100					nd<0.0100					

NOTES:

mg/L - milligrams per liter

Applicable standard for surface water samples is TOGS 1.1.1 Class A.

nd <[MRL] indicates that the compound was not detected at a concentration above the Method Reporting Limit

GV = Guidance Value

Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **bold**

na - Indicates that the compound or parameter was not analyzed in this sampling round

NM - This parameter was not measured.

¹ when hardness is less than or equal to 75 ppm. 1.1 mg/L when hardness is greater than 75 ppm

np - Indicates that no published standards exist for that compound

N - Laboratory spike recoveries were outside of QC limits.

TABLE 2
Town of Stillwater Landfill Post Closure Monitoring
Summary of Surface Water Analytical Data - Total Inorganic Compounds
Sampling Point: SW-1
LaBella Project No. 2230805.03

Date Sampled	11/20/2017	10/8/2018	9/4/2019	10/22/2020	10/6/2021	8/29/2022	9/26/2023
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Field Parameters

pH	7.45	7.91	6.55	5.43	6.59	7.11	7.68
Specific Conductivity (mS/cm)	0.235	0.194	0.182	0.269	0.317	0.246	0.581
Turbidity	NM	Clear	v. low	moderate	moderate	45	NM
Temperature (°C)	3.9	12.00	18.1	14.1	14.6	15.1	13.7
ORP (mv)	87.2	69.7	37.0	10.5	27.9	36.7	69.5
Dissolved Oxygen (mg/L)	3.79	3.51	0.79	0.35	0.49	0.61	1.26

			APPLICABLE							
INORGANIC PARAMETER			UNITS	TOGS 1.1.1	Results (mg/L)					
Routine Parameters	CADMIUM	mg/L	0.005	nd<0.005	nd <0.005	nd <0.005	nd <0.005	nd < 0.0025	nd < 0.001	nd < 0.002
	CALCIUM	mg/L	np	30.3	28.0	23.4	35.4	72.0	67.7	29
	IRON	mg/L	0.300	4.32	0.610	0.880	17.2	5.42	75.4	1.65
	LEAD	mg/L	0.050	nd<0.005	nd <0.050	nd <0.050	nd <0.050	nd <0.005	0.0144	nd <0.001
	MAGNESIUM	mg/L	35	6.49	5.60	4.30	7.5	13.1	16.6	5.82
	MANGANESE	mg/L	0.300	1.73	0.062	0.065	2.42	0.22	3.23	0.183
	POTASSIUM	mg/L	np	4.87	nd <2.0	nd <2.0	13.8	nd < 5.0	10.3	0.592
	SODIUM	mg/L	np	1.42	1.1	1.6	1.2	34.8	10.2	2.13
Additional Baseline Parameters	ALUMINUM	mg/L	0.100	nd<0.100	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	Parameters not included in Routine Samples	nd<0.100	Parameters not included in Routine Samples
	ANTIMONY	mg/L	0.003	nd<0.060					nd<0.060	
	ARSENIC	mg/L	0.050	nd<0.010					nd<0.010	
	BARIUM	mg/L	1.0	0.0249					0.0156	
	BERYLLIUM	mg/L	0.003	nd<0.003					nd<0.003	
	BORON	mg/L	10	nd<0.200					nd<0.200	
	CHROMIUM	mg/L	0.050	nd<0.010					nd<0.010	
	COBALT	mg/L	0.005	nd<0.050					nd<0.050	
	COPPER	mg/L	0.200	nd<0.020					nd<0.020	
	MERCURY	mg/L	0.0007	nd<0.0002					nd<0.0002	
	NICKEL	mg/L	0.100	nd<0.040					nd<0.040	
	SELENIUM	mg/L	0.010	nd<0.010					nd<0.010	
	SILVER	mg/L	0.050	nd<0.010					nd<0.010	
	THALLIUM	mg/L	0.0005	nd<0.010					nd<0.010	
	VANADIUM	mg/L	0.014	nd<0.050					nd<0.050	
	ZINC	mg/L	2.0	nd<0.020					nd<0.020	
	HEXAVALENT CHROMIUM	mg/L	0.011	nd<0.050					nd<0.050	
	TOTAL CYANIDE	mg/L	0.200	nd<0.0100					nd<0.0100	

NOTES:

mg/L - milligrams per liter

Applicable standard for surface water samples is TOGS 1.1.1 Class A.

nd <[MRL] indicates that the compound was not detected at a concentration

GV = Guidance Value

Concentrations which exceed Part 700 & TOGS 1.1.1 standards are present

na - Indicates that the compound or parameter was not analyzed in this sample

NM - This parameter was not measured.

¹ when hardness is less than or equal to 75 ppm. 1.1 mg/L when hardness is

np - Indicates that no published standards exist for that compound

N - Laboratory spike recoveries were outside of QC limits.

Table 3:
Summary of Analytical Groundwater and Surface Water
Data – Volatile Organic Compounds



TABLE 3
Town of Stillwater Landfill Post Closure Monitoring
Summary of Groundwater Analytical Data - Volatile Organic Compunds
Monitoring Well: DGC-1S
LaBella Project No. 2220709.03

Date Sampled	12/12/2007	6/26/2012	11/20/2017	8/29/2022
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Field Parameters

pH	7.24	7.22	7.28	7.41
Specific Conductivity (mS/cm)	0.900	0.942	0.760	0.797
Turbidity (ntu)	NM	0.53	NM	18
Temperature (°C)	10.43	11.52	10.3	13.4
ORP (mv)	NM	141	64.0	100.9
Dissolved Oxygen (mg/L)	NM	1.10	2.67	1.90

VOLATILE ORGANIC PARAMETER	UNITS	APPLICABLE STANDARDS (ug/L)			Result (ug/L)			
		6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6				
1,1,1,2-TETRACHLOROETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,1,1-TRICHLOROETHANE (TCA)	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,1,2,2-TETRACHLOROETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,1,2-TRICHLOROETHANE	ug/L	1	1	1	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,1-DICHLOROETHANE (1,1-DCA)	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,1-DICHLOROETHENE (1,1-DCE)	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2,3-TRICHLOROPROPANE	ug/L	0.04	0.04	0.04	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2-DIBROMO-3-CHLOROPROPANE	ug/L	0.04	0.04	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2-DIBROMOETHANE	ug/L	np	np	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2-DICHLOROBENZENE	ug/L	3*	3	3*	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2-DICHLOROETHANE	ug/L	0.6	0.6	0.6	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2-DICHLOROPROPANE	ug/L	1	1	1	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,4-DICHLOROBENZENE	ug/L	3*	3	3*	nd<5.0	nd<5.0	nd<5.0	nd <1.0
2-BUTANONE (MEK)	ug/L	np	50 GV	np	nd<10	nd<10	nd<10	nd<10
2-HEXANONE	ug/L	np	50 GV	np	nd<10	nd<10	nd<10	nd<5.0
4-METHYL-2-PENTANONE (MIBK)	ug/L	np	np	np	nd<10	nd<10	nd<10	nd<5.0
ACETONE	ug/L	np	50 GV	np	3.8 J	nd<10	nd<10	nd<10
ACRYLONITRILE	ug/L	5	5	np	nd<100	nd<100	nd<100	na
BENZENE	ug/L	1	1	1	nd<5.0	nd<5.0	nd<5.0	nd <0.5
BROMOCHLOROMETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
BROMODICHLOROMETHANE	ug/L	np	50 GV	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
BROMOFORM	ug/L	np	50 GV	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
BROMOMETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <2.0
CARBON DISULFIDE	ug/L	np	60 GV	np	nd<10	nd<10	nd<10	nd <2.0
CARBON TETRACHLORIDE	ug/L	5	5	5	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CHLOROBENZENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CHLOROETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CHLOROFORM	ug/L	7	7	7	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CHLOROMETHANE	ug/L	np	np	np	0.59 J	nd<5.0	nd<5.0	nd <1.0
CIS-1,2-DICHLOROETHENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CIS-1,3-DICHLOROPROPENE	ug/L	0.4**	0.4**	0.4**	nd<5.0	nd<5.0	nd<5.0	nd <1.0
DIBROMOCHLOROMETHANE	ug/L	np	50 GV	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
DIBROMOMETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
ETHYLBENZENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
IODOMETHANE	ug/L	np	np	np	nd<10	nd<10	nd<10	nd<5.0
M+P-XYLENE	ug/L	5***	5***	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
METHYLENE CHLORIDE	ug/L	5	5	5	nd<5.0	nd<5.0	nd<5.0	nd <2.0
O-XYLENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
STYRENE	ug/L	5	5	930	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TETRACHLOROETHENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TOLUENE	ug/L	5	5	np	0.41 J	nd<5.0	nd<5.0	nd <1.0
TRANS-1,2-DICHLOROETHENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRANS-1,3-DICHLOROPROPENE	ug/L	0.4**	0.4**	0.4**	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRANS-1,4-DICHLORO-2-BUTENE	ug/L	np	np	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRICHLOROETHENE	ug/L	5	5	5	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRICHLOROFLUOROMETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <2.0
VINYL ACETATE	ug/L	np	np	np	nd<10	nd<10	nd<10	na
VINYL CHLORIDE	ug/L	2	2	2	nd<5.0	nd<5.0	nd<5.0	nd <1.0

NOTES:

"nd <[PQL]" indicates that compound was not detected at a concentration above the Practical Quantitation Limit (PQL)
"GV" = Guidance Value
"np" indicates that no published standards exist for that compound
NM - This parameter was not measured during this round due to equipment malfunction.
"na" indicates that the compound or parameter was not analyzed in this sampling round
Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in bold
*Applies to sum of para (1,4) and ortho (1,2) isomers only
**Applies to sum of cis and trans-1,3-dichloropropene
***Standard of 5.0 ug/L published for m-xylene and p-xylene individually
"J" indicates an estimated value greater than the PQL but less than the sample quantitation limit

TABLE 3
Town of Stillwater Landfill Post Closure Monitoring
Summary of Groundwater Analytical Data - Volatile Organic Compounds
Monitoring Well: DGC-4S
LaBella Project No. 2220709.03

Date Sampled	12/12/2007	6/26/2012	11/20/2017	8/29/2022
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Field Parameters

pH	6.22	6.74	7.07	7.27
Specific Conductivity (mS/cm)	0.146	0.127	0.1351	0.0795
Turbidity	NM	0.23	NM	20
Temperature (°C)	10.33	10.89	10.6	13.1
ORP (mv)	NM	318	84.9	151.7
Dissolved Oxygen (mg/L)	NM	9.59	2.65	3.89

VOLATILE ORGANIC PARAMETER	UNITS	APPLICABLE STANDARDS (ug/L)			Results (ug/L)			
		6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6				
1,1,1,2-TETRACHLOROETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,1,1-TRICHLOROETHANE (TCA)	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,1,2,2-TETRACHLOROETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,1,2-TRICHLOROETHANE	ug/L	1	1	1	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,1-DICHLOROETHANE (1,1-DCA)	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,1-DICHLOROETHENE (1,1-DCE)	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2,3-TRICHLOROPROPANE	ug/L	0.04	0.04	0.04	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2-DIBROMO-3-CHLOROPROPANE	ug/L	0.04	0.04	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2-DIBROMOETHANE	ug/L	np	np	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2-DICHLOROBENZENE	ug/L	3*	3	3*	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2-DICHLOROETHANE	ug/L	0.6	0.6	0.6	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2-DICHLOROPROPANE	ug/L	1	1	1	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,4-DICHLOROBENZENE	ug/L	3*	3	3*	nd<5.0	nd<5.0	nd<5.0	nd <1.0
2-BUTANONE (MEK)	ug/L	np	50 GV	np	nd<10	nd<10	nd<10	nd<10
2-HEXANONE	ug/L	np	50 GV	np	nd<10	nd<10	nd<10	nd<5.0
4-METHYL-2-PENTANONE (MIBK)	ug/L	np	np	np	nd<10	nd<10	nd<10	nd<5.0
ACETONE	ug/L	np	50 GV	np	1.4 J	nd<10	1.9 J	nd<10
ACRYLONITRILE	ug/L	5	5	np	nd<100	nd<100	nd<100	na
BENZENE	ug/L	1	1	1	nd<5.0	nd<5.0	nd<5.0	nd <0.5
BROMOCHLOROMETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
BROMODICHLOROMETHANE	ug/L	np	50 GV	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
BROMOFORM	ug/L	np	50 GV	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
BROMOMETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <2.0
CARBON DISULFIDE	ug/L	np	60 GV	np	nd<10	0.21 J	nd<10	nd <2.0
CARBON TETRACHLORIDE	ug/L	5	5	5	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CHLOROBENZENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CHLOROETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CHLOROFORM	ug/L	7	7	7	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CHLOROMETHANE	ug/L	np	np	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CIS-1,2-DICHLOROETHENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CIS-1,3-DICHLOROPROPENE	ug/L	0.4**	0.4**	0.4**	nd<5.0	nd<5.0	nd<5.0	nd <1.0
DIBROMOCHLOROMETHANE	ug/L	np	50 GV	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
DIBROMOMETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
ETHYLBENZENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
IODOMETHANE	ug/L	np	np	np	nd<10	nd<10	nd<10	nd<5.0
M+P-XYLENE	ug/L	5***	5***	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
METHYLENE CHLORIDE	ug/L	5	5	5	nd<5.0	nd<5.0	nd<5.0	nd <2.0
O-XYLENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
STYRENE	ug/L	5	5	930	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TETRACHLOROETHENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TOLUENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRANS-1,2-DICHLOROETHENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRANS-1,3-DICHLOROPROPENE	ug/L	0.4**	0.4**	0.4**	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRANS-1,4-DICHLORO-2-BUTENE	ug/L	np	np	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRICHLOROETHENE	ug/L	5	5	5	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRICHLOROFLUOROMETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <2.0
VINYL ACETATE	ug/L	np	np	np	nd<10	nd<10	nd<10	na
VINYL CHLORIDE	ug/L	2	2	2	nd<5.0	nd<5.0	nd<5.0	nd <1.0

NOTES:

"nd <[PQL]" indicates that compound was not detected at a concentration above the Practical Quantitation Limit (PQL)

"GV" = Guidance Value

"np" indicates that no published standards exist for that compound

NM - This parameter was not measured during this round due to equipment malfunction.

"na" indicates that the compound or parameter was not analyzed in this sampling round

Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in bold

*Applies to sum of para (1,4) and ortho (1,2) isomers only

**Applies to sum of cis and trans-1,3-dichloropropene

***Standard of 5.0 ug/L published for m-xylene and p-xylene individually

"J" indicates an estimated value greater than the PQL but less than the sample quantitation limit

TABLE 3
Town of Stillwater Landfill Post Closure Monitoring
Summary of Groundwater Analytical Data - Volatile Organic Compounds
Monitoring Well: CHA-7S
LaBella Project No. 2220709.03

Date Sampled	12/12/2007	6/26/2012	11/20/2017	8/29/2022
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Field Parameters

pH	6.71	6.84	6.74	6.87
Specific Conductivity (mS/cm)	1.08	1.15	1.057	0.791
Turbidity	NM	0.24	NM	23
Temperature (°C)	9.66	11.31	11.1	13.4
ORP (mv)	168.8	30	82.9	128.5
Dissolved Oxygen (mg/L)	NM	0.52	1.04	1.70

VOLATILE ORGANIC PARAMETER	UNITS	APPLICABLE STANDARDS			Results (ug/L)			
		6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6				
1,1,1,2-TETRACHLOROETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,1,1-TRICHLOROETHANE (TCA)	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,1,2,2-TETRACHLOROETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,1,2-TRICHLOROETHANE	ug/L	1	1	1	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,1-DICHLOROETHANE (1,1-DCA)	ug/L	5	5	np	0.35 J	0.28 J	nd<5.0	nd <1.0
1,1-DICHLOROETHENE (1,1-DCE)	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2,3-TRICHLOROPROPANE	ug/L	0.04	0.04	0.04	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2-DIBROMO-3-CHLOROPROPANE	ug/L	0.04	0.04	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2-DIBROMOETHANE	ug/L	np	np	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2-DICHLOROBENZENE	ug/L	3*	3	3*	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2-DICHLOROETHANE	ug/L	0.6	0.6	0.6	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2-DICHLOROPROPANE	ug/L	1	1	1	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,4-DICHLOROBENZENE	ug/L	3*	3	3*	nd<5.0	nd<5.0	nd<5.0	nd <1.0
2-BUTANONE (MEK)	ug/L	np	50 GV	np	nd<10	nd<10	nd<10	nd<10
2-HEXANONE	ug/L	np	50 GV	np	nd<10	nd<10	nd<10	nd<5.0
4-METHYL-2-PENTANONE (MIBK)	ug/L	np	np	np	nd<10	nd<10	nd<10	nd<5.0
ACETONE	ug/L	np	50 GV	np	3.4 J	nd<10	1.8 J	nd<10
ACRYLONITRILE	ug/L	5	5	np	nd<100	nd<100	nd<100	na
BENZENE	ug/L	1	1	1	nd<5.0	nd<5.0	nd<5.0	nd <0.5
BROMOCHLOROMETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
BROMODICHLOROMETHANE	ug/L	np	50 GV	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
BROMOFORM	ug/L	np	50 GV	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
BROMOMETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <2.0
CARBON DISULFIDE	ug/L	np	60 GV	np	nd<10	nd<10	nd<10	nd <2.0
CARBON TETRACHLORIDE	ug/L	5	5	5	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CHLOROBENZENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CHLOROETHANE	ug/L	5	5	np	0.54 J	0.55 J	0.5 J	nd <1.0
CHLOROFORM	ug/L	7	7	7	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CHLOROMETHANE	ug/L	np	np	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CIS-1,2-DICHLOROETHENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CIS-1,3-DICHLOROPROPENE	ug/L	0.4**	0.4**	0.4**	nd<5.0	nd<5.0	nd<5.0	nd <1.0
DIBROMOCHLOROMETHANE	ug/L	np	50 GV	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
DIBROMOMETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
ETHYLBENZENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
IODOMETHANE	ug/L	np	np	np	nd<10	nd<10	nd<10	nd<5.0
M+P-XYLENE	ug/L	5***	5***	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
METHYLENE CHLORIDE	ug/L	5	5	5	0.32 JB	nd<5.0	nd<5.0	nd <2.0
O-XYLENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
STYRENE	ug/L	5	5	930	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TETRACHLOROETHENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TOLUENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRANS-1,2-DICHLOROETHENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRANS-1,3-DICHLOROPROPENE	ug/L	0.4**	0.4**	0.4**	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRANS-1,4-DICHLORO-2-BUTENE	ug/L	np	np	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRICHLOROETHENE	ug/L	5	5	5	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRICHLOROFLUOROMETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <2.0
VINYL ACETATE	ug/L	np	np	np	nd<10	nd<10	nd<10	na
VINYL CHLORIDE	ug/L	2	2	2	nd<5.0	nd<5.0	nd<5.0	nd <1.0

NOTES:

"nd <[PQL]" indicates that compound was not detected at a concentration above the Practical Quantitation Limit (PQL)

"GV" = Guidance Value

"np" indicates that no published standards exist for that compound

"na" indicates that the compound or parameter was not analyzed in this sampling round

Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **bold**

*Applies to sum of para (1,4) and ortho (1,2) isomers only

**Applies to sum of cis and trans-1,3-dichloropropene

***Standard of 5.0 ug/L published for m-xylene and p-xylene individually

NM - This parameter was not measured during this round due to equipment malfunction.

"na" indicates that the compound or parameter was not analyzed in this sampling round

"J" indicates an estimated value greater than the PQL but less than the sample quantitation limit

"B" indicates that the analyte was detected in the method blank as well as in the sample

TABLE 3
Town of Stillwater Landfill Post Closure Monitoring
Summary of Groundwater Analytical Data - Volatile Organic Compounds
Monitoring Well: TCC-1
LaBella Project No. 2220709.03

Date Sampled	12/12/2007	6/26/2012	11/20/2017	8/29/2022
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Field Parameters

pH	6.89	7.06	6.87	7.25
Specific Conductivity (mS/cm)	0.581	0.371	0.689	0.897
Turbidity	na	0.94	NM	22
Temperature (°C)	7.39	13.7	10.5	13.5
ORP (mv)	82.7	185	106.3	136.4
Dissolved Oxygen (mg/L)	na	1.38	1.95	1.49

VOLATILE ORGANIC PARAMETER	UNITS	APPLICABLE STANDARDS			Result (ug/L)			
		6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6				
1,1,1,2-TETRACHLOROETHANE	ug/L	5	5	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
1,1,1-TRICHLOROETHANE (TCA)	ug/L	5	5	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
1,1,2,2-TETRACHLOROETHANE	ug/L	5	5	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
1,1,2-TRICHLOROETHANE	ug/L	1	1	1	nd <5.0	nd <5.0	nd <5.0	nd <1.0
1,1-DICHLOROETHANE (1,1-DCA)	ug/L	5	5	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
1,1-DICHLOROETHENE (1,1-DCE)	ug/L	5	5	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
1,2,3-TRICHLOROPROPANE	ug/L	0.04	0.04	0.04	nd <5.0	nd <5.0	nd <5.0	nd <1.0
1,2-DIBROMO-3-CHLOROPROPANE	ug/L	0.04	0.04	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
1,2-DIBROMOETHANE	ug/L	np	np	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
1,2-DICHLOROBENZENE	ug/L	3*	3	3*	nd <5.0	nd <5.0	nd <5.0	nd <1.0
1,2-DICHLOROETHANE	ug/L	0.6	0.6	0.6	nd <5.0	nd <5.0	nd <5.0	nd <1.0
1,2-DICHLOROPROPANE	ug/L	1	1	1	nd <5.0	nd <5.0	nd <5.0	nd <1.0
1,4-DICHLOROBENZENE	ug/L	3*	3	3*	nd <5.0	nd <5.0	nd <5.0	nd <1.0
2-BUTANONE (MEK)	ug/L	np	50 GV	np	nd <10	nd <10	nd <10	nd<10
2-HEXANONE	ug/L	np	50 GV	np	nd <10	nd <10	nd <10	nd<5.0
4-METHYL-2-PENTANONE (MIBK)	ug/L	np	np	np	nd <10	nd <10	nd <10	nd<5.0
ACETONE	ug/L	np	50 GV	np	3.0 J	nd <10	1.4 J	nd<10
ACRYLONITRILE	ug/L	5	5	np	nd <100	nd <100	nd <100	na
BENZENE	ug/L	1	1	1	nd <5.0	nd <5.0	nd <5.0	nd <0.5
BROMOCHLOROMETHANE	ug/L	5	5	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
BROMODICHLOROMETHANE	ug/L	np	50 GV	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
BROMOFORM	ug/L	np	50 GV	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
BROMOMETHANE	ug/L	5	5	np	nd <5.0	nd <5.0	nd <5.0	nd <2.0
CARBON DISULFIDE	ug/L	np	60 GV	np	nd <10	nd <10	nd <10	nd <2.0
CARBON TETRACHLORIDE	ug/L	5	5	5	nd <5.0	nd <5.0	nd <5.0	nd <1.0
CHLOROBENZENE	ug/L	5	5	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
CHLOROETHANE	ug/L	5	5	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
CHLOROFORM	ug/L	7	7	7	nd <5.0	nd <5.0	nd <5.0	nd <1.0
CHLOROMETHANE	ug/L	np	np	np	0.47 J	0.47 J	nd <5.0	nd <1.0
CIS-1,2-DICHLOROETHENE	ug/L	5	5	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
CIS-1,3-DICHLOROPROPENE	ug/L	0.4**	0.4**	0.4**	nd <5.0	nd <5.0	nd <5.0	nd <1.0
DIBROMOCHLOROMETHANE	ug/L	np	50 GV	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
DIBROMOMETHANE	ug/L	5	5	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
ETHYLBENZENE	ug/L	5	5	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
IODOMETHANE	ug/L	np	np	np	nd <10	nd <10	nd <10	nd<5.0
M+P-XYLENE	ug/L	5***	5***	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
METHYLENE CHLORIDE	ug/L	5	5	5	nd <5.0	nd <5.0	nd <5.0	nd <2.0
O-XYLENE	ug/L	5	5	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
STYRENE	ug/L	5	5	930	nd <5.0	nd <5.0	nd <5.0	nd <1.0
TETRACHLOROETHENE	ug/L	5	5	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
TOLUENE	ug/L	5	5	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
TRANS-1,2-DICHLOROETHENE	ug/L	5	5	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
TRANS-1,3-DICHLOROPROPENE	ug/L	0.4**	0.4**	0.4**	nd <5.0	nd <5.0	nd <5.0	nd <1.0
TRANS-1,4-DICHLORO-2-BUTENE	ug/L	np	np	np	nd <5.0	nd <5.0	nd <5.0	nd <1.0
TRICHLOROETHENE	ug/L	5	5	5	nd <5.0	nd <5.0	nd <5.0	nd <1.0
TRICHLOROFLUOROMETHANE	ug/L	5	5	np	nd <5.0	nd <5.0	nd <5.0	nd <2.0
VINYL ACETATE	ug/L	np	np	np	nd <10	nd <10	nd <10	na
VINYL CHLORIDE	ug/L	2	2	2	nd <5.0	nd <5.0	nd <5.0	nd <1.0

NOTES:

"nd <[PQL]" indicates that compound was not detected at a concentration above the Practical Quantitation Limit (PQL)

"GV" = Guidance Value

"np" indicates that no published standards exist for that compound

NM - This parameter was not measured in this round due to equipment malfunction.

"na" indicates that the compound or parameter was not analyzed in this sampling round

Concentrations which exceed Part 703 & TOGS 1.1.1 standards are presented in **bold**

*Applies to sum of para (1,4) and ortho (1,2) isomers only

**Applies to sum of cis and trans-1,3-dichloropropene

***Standard of 5.0 ug/L published for m-xylene and p-xylene individually

"J" indicates an estimated value greater than the PQL but less than the sample quantitation limit

TABLE 3
Town of Stillwater Landfill Post Closure Monitoring
Summary of Groundwater Analytical Data - Volatile Organic Compounds
Monitoring Well: TCC-2
LaBella Project No. 2220709.03

		Date Sampled	12/12/2007	6/26/2012	11/20/2017	11/20/2017	8/29/2022		
FIELD PARAMETERS									
pH		6.78	7.05	6.97	--	7.01			
Specific Conductivity (mS/cm)		0.522	0.509	0.5447	--	0.594			
Turbidity		NM	0.85	NM	--	19			
Temperature (°C)		10.36	12.13	11.6	--	13			
ORP (mv)		147	-162	4.2	--	73.6			
Dissolved Oxygen (mg/L)		NM	0.41	1.02	--	1.84			
		APPLICABLE STANDARDS							
VOLATILE ORGANIC PARAMETER	UNITS	6NYCRR 703.5	TOGS 1.1.1	6NYCRR 703.6	Results (ug/L)				
1,1,1,2-TETRACHLOROETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0	
1,1,1-TRICHLOROETHANE (TCA)	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0	
1,1,2,2-TETRACHLOROETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0	
1,1,2-TRICHLOROETHANE	ug/L	1	1	1	nd<5.0	nd<5.0	nd<5.0	nd <1.0	
1,1-DICHLOROETHANE (1,1-DCA)	ug/L	5	5	np	0.23 J	nd<5.0	nd<5.0	nd <1.0	
1,1-DICHLOROETHENE (1,1-DCE)	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0	
1,2,3-TRICHLOROPROPANE	ug/L	0.04	0.04	0.04	nd<5.0	nd<5.0	nd<5.0	nd <1.0	
1,2-DIBROMO-3-CHLOROPROPANE	ug/L	0.04	0.04	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0	
1,2-DIBROMOETHANE	ug/L	np	np	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0	
1,2-DICHLOROBENZENE	ug/L	3*	3	3*	nd<5.0	nd<5.0	nd<5.0	nd <1.0	
1,2-DICHLOROETHANE	ug/L	0.6	0.6	0.6	nd<5.0	nd<5.0	nd<5.0	nd <1.0	
1,2-DICHLOROPROPANE	ug/L	1	1	1	nd<5.0	nd<5.0	nd<5.0	nd <1.0	
1,4-DICHLOROBENZENE	ug/L	3*	3	3*	nd<5.0	nd<5.0	nd<5.0	nd <1.0	
2-BUTANONE (MEK)	ug/L	np	50 GV	np	nd<10	nd<10	nd<10	nd<10	
2-HEXANONE	ug/L	np	50 GV	np	nd<10	nd<10	nd<10	nd<5.0	
4-METHYL-2-PENTANONE (MIBK)	ug/L	np	np	np	nd<10	nd<10	nd<10	nd<5.0	
ACETONE	ug/L	np	50 GV	np	2.1 J	nd<10	2.1 J	1.7 J	nd<10
ACRYLONITRILE	ug/L	5	5	np	nd<100	nd<100	nd<100	nd<100	na
BENZENE	ug/L	1	1	1	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <0.5
BROMOCHLOROMETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
BROMODICHLOROMETHANE	ug/L	np	50 GV	np	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
BROMOFORM	ug/L	np	50 GV	np	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
BROMOMETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <2.0
CARBON DISULFIDE	ug/L	np	60 GV	np	nd<10	nd<10	nd<10	nd<10	nd <2.0
CARBON TETRACHLORIDE	ug/L	5	5	5	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CHLOROBENZENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CHLOROETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CHLOROFORM	ug/L	7	7	7	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CHLOROMETHANE	ug/L	np	np	np	0.72 J	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CIS-1,2-DICHLOROETHENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CIS-1,3-DICHLOROPROPENE	ug/L	0.4**	0.4**	0.4**	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
DIBROMOCHLOROMETHANE	ug/L	np	50 GV	np	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
DIBROMOMETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
ETHYLBENZENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
IODOMETHANE	ug/L	np	np	np	nd<10	nd<10	nd<10	nd<10	nd<5.0
M+P-XYLENE	ug/L	5***	5***	np	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
METHYLENE CHLORIDE	ug/L	5	5	5	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <2.0
O-XYLENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
STYRENE	ug/L	5	5	930	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TETRACHLOROETHENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TOLUENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRANS-1,2-DICHLOROETHENE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRANS-1,3-DICHLOROPROPENE	ug/L	0.4**	0.4**	0.4**	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRANS-1,4-DICHLORO-2-BUTENE	ug/L	np	np	np	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRICHLOROETHENE	ug/L	5	5	5	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRICHLOROFLUOROMETHANE	ug/L	5	5	np	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <2.0
VINYL ACETATE	ug/L	np	np	np	nd<10	nd<10	nd<10	nd<10	na
VINYL CHLORIDE	ug/L	2	2	2	nd<5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0

NOTES:
DUP. -Field duplicate
ug/L - micrograms per liter
nd <[PQL] - indicates that compound was not detected at a concentration above the Practical Quantitation Limit (PQL)
GV - Guidance Value
np - indicates that no published standards exist for compound
"na" indicates that the compound or parameter was not analyzed in this sampling round
NM - This parameter was not measured in this round due to equipment malfunction.
Concentrations which exceed Part 700 & TOGS 1.1.1 standards are presented in **BOLD**
*Applies to sum of para (1,4) and ortho (1,2) isomers only
**Applies to sum of cis and trans-1,3-dichloropropene
***Standard of 5.0 ug/L published for m-xylene and p-xylene individually
"J" indicates an estimated value greater than the PQL but less than the sample quantitation limit

TABLE 3
Town of Stillwater Landfill Post Closure Monitoring
Summary of Groundwater Analytical Data - Volatile Organic Compunds
Monitoring Well: SW-1
LaBella Project No. 2220709.03

Date Sampled	12/12/2007	6/26/2012	11/20/2017	8/29/2022
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FIELD PARAMETERS

pH	7.43	7.38	7.45	7.11
Specific Conductivity (mS/cm)	0.174	0.184	0.235	0.246
Turbidity	NM	6.22	NM	45
Temperature (°C)	0.83	18.48	3.9	15.1
ORP (mv)	-11	156	87.2	36.7
Dissolved Oxygen (mg/L)	NM	3.3	3.79	0.61

VOLATILE ORGANIC PARAMETER	UNITS	APPLICABLE STANDARD	Results (ug/L)			
		TOGS 1.1.1				
1,1,1,2-TETRACHLOROETHANE	ug/L	5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,1,1-TRICHLOROETHANE	ug/L	5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,1,2,2-TETRACHLOROETHANE	ug/L	0.2	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,1,2-TRICHLOROETHANE	ug/L	1.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,1-DICHLOROETHANE	ug/L	5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,1-DICHLOROETHENE	ug/L	0.7	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2,3-TRICHLOROPROPANE	ug/L	0.04	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2-DIBROMO-3-CHLOROPROPANE	ug/L	0.04	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2-DIBROMOETHANE	ug/L	np	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2-DICHLOROBENZENE	ug/L	3.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2-DICHLOROETHANE	ug/L	0.6	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,2-DICHLOROPROPANE	ug/L	1.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
1,4-DICHLOROBENZENE	ug/L	3.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
2-BUTANONE (MEK)	ug/L	50	0.47 J	nd<10	2 J	nd<10
2-HEXANONE	ug/L	50	nd<10	nd<10	nd<10	nd<5.0
4-METHYL-2-PENTANONE (MIBK)	ug/L	np	nd<10	nd<10	nd<10	nd<5.0
ACETONE	ug/L	50	5.2 J	1.5 J	14	nd<10
ACRYLONITRILE	ug/L	0.07	nd<100	nd<100	nd<100	na
BENZENE	ug/L	1.0	nd<5.0	nd<5.0	nd<5.0	nd <0.5
BROMOCHLOROMETHANE	ug/L	5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
BROMODICHLOROMETHANE	ug/L	50	nd<5.0	nd<5.0	nd<5.0	nd <1.0
BROMOFORM	ug/L	50	nd<5.0	nd<5.0	nd<5.0	nd <1.0
BROMOMETHANE	ug/L	5.0	nd<5.0	nd<5.0	nd<5.0	nd <2.0
CARBON DISULFIDE	ug/L	np	nd<10	nd<10	nd<10	nd <2.0
CARBON TETRACHLORIDE	ug/L	0.4	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CHLOROBENZENE	ug/L	5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CHLOROETHANE	ug/L	5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CHLOROFORM	ug/L	7.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CHLOROMETHANE	ug/L	np	0.49 J	nd<5.0	0.22 J	nd <1.0
CIS-1,2-DICHLOROETHENE	ug/L	5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
CIS-1,3-DICHLOROPROPENE	ug/L	0.4**	nd<5.0	nd<5.0	nd<5.0	nd <1.0
DIBROMOCHLOROMETHANE	ug/L	5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
DIBROMOMETHANE	ug/L	5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
ETHYLBENZENE	ug/L	5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
IODOMETHANE	ug/L	np	nd<10	nd<10	nd<10	nd<5.0
M+P-XYLENE	ug/L	5.0***	nd<5.0	nd<5.0	nd<5.0	nd <1.0
METHYLENE CHLORIDE	ug/L	5.0	nd<5.0	nd<5.0	nd<5.0	nd <2.0
O-XYLENE	ug/L	5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
STYRENE	ug/L	5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TETRACHLOROETHENE	ug/L	0.7	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TOLUENE	ug/L	5.0	0.22 J	nd<5.0	1 J	nd <1.0
TRANS-1,2-DICHLOROETHENE	ug/L	5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRANS-1,3-DICHLOROPROPENE	ug/L	0.4**	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRANS-1,4-DICHLORO-2-BUTENE	ug/L	5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRICHLOROETHENE	ug/L	5.0	nd<5.0	nd<5.0	nd<5.0	nd <1.0
TRICHLOROFLUOROMETHANE	ug/L	5.0	nd<5.0	nd<5.0	nd<5.0	nd <2.0
VINYL ACETATE	ug/L	np	nd<10	nd<10	nd<10	na
VINYL CHLORIDE	ug/L	0.3	nd<5.0	nd<5.0	nd<5.0	nd <1.0

NOTES:

Applicable standard for surafce water samples is TOGS 1.1.1 Class A.
"nd <[MRL]" indicates that compound was not detected at a concentration above the Method Reporting Limit
"GV" = Guidance Value
NM - This parameter was not measured during this round due to equipment malfunction.
"np" indicates that no published standards exist for that compound
"na" indicates that the compound or parameter was not analyzed in this sampling round
Concentrations which exceed TOGS 1.1.1 standards are presented in **bold**
** Applies to sum of cis and trans-1,3-dichloropropene
***Standard of 5.0 ug/L published for m-xylene and p-xylene individually
"J" indicates an estimated value greater than the PQL but less than the sample quantitation limit

Appendix A: Sampling Field Data Sheets





Project Name: Former Town of Stillwater MSW Landfill - 2023 Monitoring

Location: Stillwater, NY

Project No.: 2230805.03

Sampled By: Branson Fields

Date: 9/26/2023

Weather: Mostly Cloudy, ~60° F

WELL I.D.: TCC-1

WELL SAMPLING INFORMATION

Well Diameter:	2"	Static Water Level:	5.30'	Sample Name:	TCC-1
Depth of Well:	15.45'	Length of Well Screen:	10'	Sample Analysis:	Routine Landfill
Measuring Poi:	TOC	Depth to Top of Pump:	14.5'	Purge Start & End time:	09:20/09:45
Pump Type:	Peristaltic	Tubing Type:	1/4" poly	Sample Time:	9:45

FIELD PARAMETER MEASUREMENT

Time	Pump Rate	Static Water Level <0.3 ft	pH +/- 0.1	Temp °C <0.3	Conductivity (µS/cm) +/- 3%	Turbidity (NTU) < 50	Dissolved O ₂ (mg/l) 10%	Redox (mV) +/- 10 mV	Comments
9:25	0.03	5.49	7.15	14	885	NM			
9:30	0.03	5.64	7.16	14.1	877	NM	1.70	128.8	
9:35	0.03	5.81	7.18	14.3	876	NM	1.35	130.9	
9:40	0.03	5.95	7.18	14.4	874	NM	1.30	131.1	

Total ~1.0 Gallons Purged

OBSERVATIONS

Groundwater Color: Clear

MS/MSD: No

Odors: None

Sheen: None

Blind Duplicate: No



Project Name: Former Town of Stillwater MSW Landfill - 2023 Monitoring

Location: Stillwater, NY

Project No.: 2230805.03

Sampled By: Branson Fields

Date: 9/26/2023

Weather: Partly Cloudy, ~65°F

WELL I.D.: SW-1

WELL SAMPLING INFORMATION

Well Diameter:	N/A	Static Water Level:	N/A	Sample Name:	SW-1
Depth of Well:	N/A	Length of Well Screen:	N/A	Sample Analysis:	Routine Landfill
Measuring Poi	N/A	Depth to Top of Pump:	N/A	Purge Start & End time:	N/A
Pump Type:	Peristaltic	Tubing Type:	N/A	Sample Time:	10:35

FIELD PARAMETER MEASUREMENT

Time	Pump Rate	Static Water Level <0.3 ft	pH +/- 0.1	Temp °C <0.3	Conductivity (µS/cm) +/- 3%	Turbidity (NTU) < 50	Dissolved O ₂ (mg/l) 10%	Redox (mV) +/- 10 mV	Comments
10:30	N/A	N/A	6.82	13.1	186.6	NM	2.52	58.0	

Total N/A Gallons Purged

OBSERVATIONS

Groundwater Color: Mostly clear, brown/red

MS/MSD: No

Odors: None

Sheen: None

Blind Duplicate: No



Project Name: Former Town of Stillwater MSW Landfill - 2023 Monitoring

Location: Stillwater, NY

Project No.: 2230805.03

Sampled By: Branson Fields

Date: 9/26/2023

Weather: Cloudy, ~65°F

WELL I.D.: DGC-1S

WELL SAMPLING INFORMATION

Well Diameter:	2"	Static Water Level:	10.19'		Sample Name:	DGC-1S
Depth of Well:	46.65'	Length of Well Screen:	20'		Sample Analysis:	Routine Landfill
Measuring Poi	TOC	Depth to Top of Pump:	24'		Purge Start & End time:	11:10/11:35
Pump Type:	Peristaltic	Tubing Type:	1/4" Poly		Sample Time:	11:35

FIELD PARAMETER MEASUREMENT

Time	Pump Rate	Static Water Level <0.3 ft	pH +/- 0.1	Temp °C <0.3	Conductivity (µS/cm) +/- 3%	Turbidity (NTU) < 50	Dissolved O ₂ (mg/l) 10%	Redox (mV) +/- 10 mV	Comments
11:15	0.03	12.49	7.48	14.5	663	NM	2.16	61.6	
11:20	0.03	14.65	7.46	14.6	661.0	NM	2.14	61.3	
11:25	0.03	16.12	7.45	14.7	655	NM	2.10	60.9	
11:30	0.03	17.32	7.44	14.7	659	NM	2.06	59.1	

Total ~1.0 Gallons Purged

OBSERVATIONS

Groundwater Color: Mostly clear

MS/MSD: No

Odors: None

Sheen: None

Blind Duplicate: No



Project Name: Former Town of Stillwater MSW Landfill - 2023 Monitoring

Location: Stillwater, NY

Project No.: 2230805.03

Sampled By: Branson Fields

Date: 9/26/2023

Weather: Partly Sunny, ~65°F

WELL I.D.: CHA-7S

WELL SAMPLING INFORMATION

Well Diameter:	2"	Static Water Level:	3.39'	Sample Name:	CHA-7S
Depth of Well:	16.05'	Length of Well Screen:	10'	Sample Analysis:	Routine Landfill
Measuring Poi	TOC	Depth to Top of Pump:	15'	Purge Start & End time:	12:15/12:40
Pump Type:	Peristaltic	Tubing Type:	1/4" Poly	Sample Time:	12:40

FIELD PARAMETER MEASUREMENT

Time	Pump Rate	Static Water Level <0.3 ft	pH +/- 0.1	Temp °C <0.3	Conductivity (µS/cm) +/- 3%	Turbidity (NTU) < 50	Dissolved O ₂ (mg/l) 10%	Redox (mV) +/- 10 mV	Comments
12:20	0.03		6.95	14.3	916	NM	1.83	67.2	
12:25	0.03		6.82	14.1	889.0	NM	1.82	76	
12:30	0.03		6.80	14.1	881	NM	1.81	76.5	
12:35	0.03	3.54	6.79	14	878	NM	1.81	76.9	

Total ~1.0 Gallons Purged

OBSERVATIONS

Groundwater Color: Mostly clear

MS/MSD: No

Odors: None

Sheen: None

Blind Duplicate: No



Project Name: Former Town of Stillwater MSW Landfill - 2023 Monitoring

Location: Stillwater, NY

Project No.: 2230805.03

Sampled By: Branson Fields

Date: 9/26/2023

Weather: Mostly Sunny, ~70°F

WELL I.D.: TCC-2

WELL SAMPLING INFORMATION

Well Diameter:	2"	Static Water Level:	9.81'		Sample Name:	TCC-2
Depth of Well:	16.75'	Length of Well Screen:	10'		Sample Analysis:	Routine Landfill
Measuring Poi:	TOC	Depth to Top of Pump:	15.5'		Purge Start & End time:	13:05/13:30
Pump Type:	Peristaltic	Tubing Type:	1/4" Poly		Sample Time:	13:30

FIELD PARAMETER MEASUREMENT

Time	Pump Rate	Static Water Level <0.3 ft	pH +/- 0.1	Temp °C <0.3	Conductivity (µS/cm) +/- 3%	Turbidity (NTU) < 50	Dissolved O ₂ (mg/l) 10%	Redox (mV) +/- 10 mV	Comments
13:10	0.03		7.10	13.8	594	NM	1.41	69.8	
13:15	0.03		7.09	13.7	590.0	NM	1.34	69.6	
13:20	0.03		7.08	13.7	585	NM	1.27	69.6	
13:25	0.03	9.85	7.08	13.7	581	NM	1.26	69.5	

Total ~1.0 Gallons Purged

OBSERVATIONS

Groundwater Color: Mostly clear

MS/MSD: No

Odors: None

Sheen: None

Blind Duplicate: Yes

TCC-Dup/00:00



Project Name: Former Town of Stillwater MSW Landfill - 2023 Monitoring

Location: Stillwater, NY

Project No.: 2230805.03

Sampled By: Branson Fields

Date: 9/26/2023

Weather: Partly Cloudy, ~70°F

WELL I.D.: DGC-4S

WELL SAMPLING INFORMATION

Well Diameter:	2"	Static Water Level:	9.81'	Sample Name:	DGC-4S
Depth of Well:	19.35'	Length of Well Screen:	10'	Sample Analysis:	Routine Landfill
Measuring Poi	TOC	Depth to Top of Pump:	18'	Purge Start & End time:	14:10/14:35
Pump Type:	Peristaltic	Tubing Type:	1/4" poly	Sample Time:	14:35

FIELD PARAMETER MEASUREMENT

Time	Pump Rate	Static Water Level <0.3 ft	pH +/- 0.1	Temp °C <0.3	Conductivity (µS/cm) +/- 3%	Turbidity (NTU) < 50	Dissolved O ₂ (mg/l) 10%	Redox (mV) +/- 10 mV	Comments
14:15	0.03		7.18	14.1	101.1	NM	2.41	155	
14:20	0.03		7.16	14.0	101.0	NM	2.40	150	
14:25	0.03		7.15	14.0	100.8	NM	2.36	148	
14:30	0.03	9.92	7.15	13.9	100.6	NM	2.35	147	

Total ~1.0 Gallons Purged

OBSERVATIONS

Groundwater Color: Mostly clear

Odors: None

Sheen: None

MS/MSD: Yes

MS/14:40

MSD/14:45

Blind Duplicate: No

Appendix B: Analytical Data Package



The results set forth herein are provided by SGS North America Inc.

e-Hardcopy 2.0
Automated Report

Technical Report for

LaBella Associates

Still Point Lane, Town of Stillwater, Saratoga County, NY

2230805.03 PO#2230805.03

SGS Job Number: JD73634

Sampling Date: 09/26/23

Report to:

**LaBella Associates
5 McCrea Hill Road
Ballston Spa, NY 12020
astromain@LaBellaPC.com**

ATTN: Arlette St. Romain

Total number of pages in report: 23



Test results contained within this data package meet the requirements of the National Environmental Laboratory Accreditation Program and/or state specific certification programs as applicable unless noted in the narrative, comments or footnotes.

**David Chastain
General Manager**

Client Service contact: Jadon Schiller 732-329-0200

Certifications: NJ(12129), NY(10983), CA, CT, FL, IL, IN, KS, KY, LA, MA, MD, ME, MN, NC, OH VAP (CL0056), AK (UST-103), AZ (AZ0786), PA(68-00408), RI, SC, TX, UT, VA, WV

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Test results relate only to samples analyzed.

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Sample Summary

LaBella Associates

Job No: JD73634

Still Point Lane, Town of Stillwater, Saratoga County, NY
Project No: 2230805.03 PO#2230805.03

Sample Number	Collected Date	Time By	Received	Matrix Code	Type	Client Sample ID
JD73634-1	09/26/23	09:45 BF	09/27/23	AQ	Ground Water	TCC-1
JD73634-2	09/26/23	10:35 BF	09/27/23	AQ	Surface Water	SW-1
JD73634-3	09/26/23	11:35 BF	09/27/23	AQ	Ground Water	DGC-1S
JD73634-4	09/26/23	12:40 BF	09/27/23	AQ	Ground Water	CHA-7S
JD73634-5	09/26/23	13:30 BF	09/27/23	AQ	Ground Water	TCC-2
JD73634-6	09/26/23	14:35 BF	09/27/23	AQ	Ground Water	DGC-4S
JD73634-6D	09/26/23	14:45 BF	09/27/23	AQ	Water Dup/MSD	DGC-4S_MSD
JD73634-6S	09/26/23	14:40 BF	09/27/23	AQ	Water Matrix Spike	DGC-4S_MS
JD73634-7	09/26/23	00:00 BF	09/27/23	AQ	Ground Water	TCC-DUP

Summary of Hits

Job Number: JD73634
 Account: LaBella Associates
 Project: Still Point Lane, Town of Stillwater, Saratoga County, NY
 Collected: 09/26/23

Lab Sample ID	Client Sample ID	Result/ Qual	RL	MDL	Units	Method
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JD73634-1 TCC-1

Calcium	108000	5000			ug/l	SW846 6010D
Magnesium	18400	5000			ug/l	SW846 6010D
Alkalinity, Total as CaCO ₃ ^a	330	5.0			mg/l	SM2320 B-11
Chemical Oxygen Demand	20.3	20			mg/l	SM5220 C-11,HACH8000
Hardness, Total as CaCO ₃ ^b	345	33			mg/l	SM2340 B-11
Nitrogen, Total Kjeldahl	0.53	0.20			mg/l	EPA 351.2/LACHAT
Solids, Total Dissolved	330	10			mg/l	SM2540 C-11/15
Sulfate	19.8	2.0			mg/l	EPA 300/SW846 9056A
Total Organic Carbon	1.4	1.0			mg/l	SM5310 B-11/14

JD73634-2 SW-1

Calcium	29600	5000			ug/l	SW846 6010D
Magnesium	5490	5000			ug/l	SW846 6010D
Alkalinity, Total as CaCO ₃ ^a	102	5.0			mg/l	SM2320 B-11
BOD, 5 Day	1.1	1.0			mg/l	SM5210 B-11/16
Chloride	2.8	2.0			mg/l	EPA 300/SW846 9056A
Hardness, Total as CaCO ₃ ^b	96.5	33			mg/l	SM2340 B-11
Nitrogen, Ammonia	0.37	0.20			mg/l	SM4500NH3 H-11LACHAT
Nitrogen, Total Kjeldahl	0.88	0.20			mg/l	EPA 351.2/LACHAT
Solids, Total Dissolved	72.0	10			mg/l	SM2540 C-11/15
Sulfate	2.9	2.0			mg/l	EPA 300/SW846 9056A
Total Organic Carbon	3.5	1.0			mg/l	SM5310 B-11/14

JD73634-3 DGC-1S

Calcium	67100	5000			ug/l	SW846 6010D
Magnesium	49300	5000			ug/l	SW846 6010D
Alkalinity, Total as CaCO ₃ ^a	405	5.0			mg/l	SM2320 B-11
Hardness, Total as CaCO ₃ ^b	371	33			mg/l	SM2340 B-11
Nitrogen, Ammonia	0.42	0.20			mg/l	SM4500NH3 H-11LACHAT
Nitrogen, Total Kjeldahl	0.65	0.20			mg/l	EPA 351.2/LACHAT
Solids, Total Dissolved	440	10			mg/l	SM2540 C-11/15
Sulfate	64.8	2.0			mg/l	EPA 300/SW846 9056A

JD73634-4 CHA-7S

Calcium	167000	5000			ug/l	SW846 6010D
Magnesium	37500	5000			ug/l	SW846 6010D
Alkalinity, Total as CaCO ₃ ^a	545	5.0			mg/l	SM2320 B-11
Chloride	24.6	2.0			mg/l	EPA 300/SW846 9056A
Hardness, Total as CaCO ₃ ^b	571	33			mg/l	SM2340 B-11
Nitrogen, Ammonia	0.86	0.20			mg/l	SM4500NH3 H-11LACHAT

Summary of Hits

Job Number: JD73634
Account: LaBella Associates
Project: Still Point Lane, Town of Stillwater, Saratoga County, NY
Collected: 09/26/23

Lab Sample ID	Client Sample ID	Result/ Qual	RL	MDL	Units	Method
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Nitrogen, Total Kjeldahl		1.5	0.20		mg/l	EPA 351.2/LACHAT
Solids, Total Dissolved		644	10		mg/l	SM2540 C-11/15
Sulfate		52.7	2.0		mg/l	EPA 300/SW846 9056A
Total Organic Carbon		2.9	1.0		mg/l	SM5310 B-11/14

JD73634-5 TCC-2

Calcium		94600	5000		ug/l	SW846 6010D
Magnesium		13300	5000		ug/l	SW846 6010D
Alkalinity, Total as CaCO ₃ ^a		305	5.0		mg/l	SM2320 B-11
Hardness, Total as CaCO ₃ ^b		291	33		mg/l	SM2340 B-11
Nitrogen, Total Kjeldahl		0.60	0.20		mg/l	EPA 351.2/LACHAT
Solids, Total Dissolved		304	10		mg/l	SM2540 C-11/15
Sulfate		11.8	2.0		mg/l	EPA 300/SW846 9056A

JD73634-6 DGC-4S

Calcium		18100	5000		ug/l	SW846 6010D
Alkalinity, Total as CaCO ₃ ^a		61.6	5.0		mg/l	SM2320 B-11
Hardness, Total as CaCO ₃ ^b		60.2	33		mg/l	SM2340 B-11
Nitrogen, Total Kjeldahl		0.56	0.20		mg/l	EPA 351.2/LACHAT
Solids, Total Dissolved		80.0	10		mg/l	SM2540 C-11/15
Sulfate		8.7	2.0		mg/l	EPA 300/SW846 9056A

JD73634-7 TCC-DUP

Calcium		94800	5000		ug/l	SW846 6010D
Magnesium		13700	5000		ug/l	SW846 6010D
Alkalinity, Total as CaCO ₃ ^a		303	5.0		mg/l	SM2320 B-11
Hardness, Total as CaCO ₃ ^b		293	33		mg/l	SM2340 B-11
Nitrogen, Total Kjeldahl		0.65	0.20		mg/l	EPA 351.2/LACHAT
Solids, Total Dissolved		342	10		mg/l	SM2540 C-11/15
Sulfate		12.5	2.0		mg/l	EPA 300/SW846 9056A

(a) Sample was titrated to a final pH of 4.5. Sample received with head space.

(b) Calculated as: (Calcium * 2.497) + (Magnesium * 4.118)



Dayton, NJ

Section 3



Sample Results

Report of Analysis

Report of Analysis

Client Sample ID:	TCC-1	Date Sampled:	09/26/23
Lab Sample ID:	JD73634-1	Date Received:	09/27/23
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Project:	Still Point Lane, Town of Stillwater, Saratoga County, NY		

Total Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Calcium	108000	5000	ug/l	1	10/12/23	10/13/23 ND	SW846 6010D ¹	SW846 3010A ²
Magnesium	18400	5000	ug/l	1	10/12/23	10/13/23 ND	SW846 6010D ¹	SW846 3010A ²

(1) Instrument QC Batch: MA54912
(2) Prep QC Batch: MP42499

RL = Reporting Limit

Report of Analysis

Client Sample ID:	TCC-1	Date Sampled:	09/26/23
Lab Sample ID:	JD73634-1	Date Received:	09/27/23
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Project:	Still Point Lane, Town of Stillwater, Saratoga County, NY		

General Chemistry

Analyte	Result	RL	Units	DF	Analyzed	By	Method
Alkalinity, Total as CaCO ₃ ^a	330	5.0	mg/l	1	10/02/23 13:50	MK	SM2320 B-11
BOD, 5 Day	< 1.0	1.0	mg/l	1	09/28/23 09:18	DB	SM5210 B-11/16
Bromide	< 0.50	0.50	mg/l	1	09/29/23 03:14	SS	EPA 300/SW846 9056A
Chemical Oxygen Demand	20.3	20	mg/l	1	10/01/23 14:10	MK	SM5220 C-11, HACH8000
Chloride	< 2.0	2.0	mg/l	1	09/29/23 03:14	SS	EPA 300/SW846 9056A
Hardness, Total as CaCO ₃ ^b	345	33	mg/l	1	10/13/23 12:09	ND	SM2340 B-11
Nitrogen, Ammonia	< 0.20	0.20	mg/l	1	10/04/23 14:43	JD	SM4500NH3 H-11/LACHAT
Nitrogen, Nitrate ^c	< 0.11	0.11	mg/l	1	09/28/23 20:15	JD	EPA353.2/SM4500NO2B
Nitrogen, Nitrate + Nitrite	< 0.10	0.10	mg/l	1	09/28/23 20:15	JD	EPA 353.2/LACHAT
Nitrogen, Nitrite	< 0.010	0.010	mg/l	1	09/28/23 08:28	MP	SM4500NO2 B-11
Nitrogen, Total Kjeldahl	0.53	0.20	mg/l	1	09/29/23 20:44	JD	EPA 351.2/LACHAT
Phenols	< 0.20	0.20	mg/l	1	09/30/23 14:15	JD	EPA 420.4/LACHAT
Solids, Total Dissolved	330	10	mg/l	1	09/28/23 18:20	AS	SM2540 C-11/15
Sulfate	19.8	2.0	mg/l	1	09/29/23 03:14	SS	EPA 300/SW846 9056A
Total Organic Carbon	1.4	1.0	mg/l	1	10/03/23 03:09	MB	SM5310 B-11/14

(a) Sample was titrated to a final pH of 4.5. Sample received with head space.

(b) Calculated as: (Calcium * 2.497) + (Magnesium * 4.118)

(c) Calculated as: (Nitrogen, Nitrate + Nitrite) - (Nitrogen, Nitrite)

RL = Reporting Limit

Report of Analysis

Client Sample ID:	SW-1	Date Sampled:	09/26/23
Lab Sample ID:	JD73634-2	Date Received:	09/27/23
Matrix:	AQ - Surface Water	Percent Solids:	n/a
Project:	Still Point Lane, Town of Stillwater, Saratoga County, NY		

Total Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Calcium	29600	5000	ug/l	1	10/12/23	10/13/23 ND	SW846 6010D ¹	SW846 3010A ²
Magnesium	5490	5000	ug/l	1	10/12/23	10/13/23 ND	SW846 6010D ¹	SW846 3010A ²

(1) Instrument QC Batch: MA54912
(2) Prep QC Batch: MP42499

RL = Reporting Limit

Report of Analysis

Client Sample ID:	SW-1	Date Sampled:	09/26/23
Lab Sample ID:	JD73634-2	Date Received:	09/27/23
Matrix:	AQ - Surface Water	Percent Solids:	n/a
Project:	Still Point Lane, Town of Stillwater, Saratoga County, NY		

General Chemistry

Analyte	Result	RL	Units	DF	Analyzed	By	Method
Alkalinity, Total as CaCO ₃ ^a	102	5.0	mg/l	1	10/02/23 13:50	MK	SM2320 B-11
BOD, 5 Day	1.1	1.0	mg/l	1	09/28/23 09:20	DB	SM5210 B-11/16
Bromide	< 0.50	0.50	mg/l	1	09/29/23 03:31	SS	EPA 300/SW846 9056A
Chemical Oxygen Demand	< 20	20	mg/l	1	10/01/23 14:10	MK	SM5220 C-11, HACH8000
Chloride	2.8	2.0	mg/l	1	09/29/23 03:31	SS	EPA 300/SW846 9056A
Hardness, Total as CaCO ₃ ^b	96.5	33	mg/l	1	10/13/23 12:28	ND	SM2340 B-11
Nitrogen, Ammonia	0.37	0.20	mg/l	1	10/04/23 14:45	JD	SM4500NH3 H-11/LACHAT
Nitrogen, Nitrate ^c	< 0.11	0.11	mg/l	1	09/28/23 20:16	JD	EPA353.2/SM4500NO2B
Nitrogen, Nitrate + Nitrite	< 0.10	0.10	mg/l	1	09/28/23 20:16	JD	EPA 353.2/LACHAT
Nitrogen, Nitrite	< 0.010	0.010	mg/l	1	09/28/23 08:28	MP	SM4500NO2 B-11
Nitrogen, Total Kjeldahl	0.88	0.20	mg/l	1	09/29/23 20:45	JD	EPA 351.2/LACHAT
Phenols	< 0.20	0.20	mg/l	1	09/30/23 14:16	JD	EPA 420.4/LACHAT
Solids, Total Dissolved	72.0	10	mg/l	1	09/28/23 18:20	AS	SM2540 C-11/15
Sulfate	2.9	2.0	mg/l	1	09/29/23 03:31	SS	EPA 300/SW846 9056A
Total Organic Carbon	3.5	1.0	mg/l	1	10/03/23 03:20	MB	SM5310 B-11/14

(a) Sample was titrated to a final pH of 4.5. Sample received with head space.

(b) Calculated as: (Calcium * 2.497) + (Magnesium * 4.118)

(c) Calculated as: (Nitrogen, Nitrate + Nitrite) - (Nitrogen, Nitrite)

RL = Reporting Limit

Report of Analysis

Client Sample ID:	DGC-1S	Date Sampled:	09/26/23
Lab Sample ID:	JD73634-3	Date Received:	09/27/23
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Project:	Still Point Lane, Town of Stillwater, Saratoga County, NY		

Total Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Calcium	67100	5000	ug/l	1	10/12/23	10/13/23 ND	SW846 6010D ¹	SW846 3010A ²
Magnesium	49300	5000	ug/l	1	10/12/23	10/13/23 ND	SW846 6010D ¹	SW846 3010A ²

- (1) Instrument QC Batch: MA54912
(2) Prep QC Batch: MP42499

RL = Reporting Limit

Report of Analysis

Client Sample ID:	DGC-1S	Date Sampled:	09/26/23
Lab Sample ID:	JD73634-3	Date Received:	09/27/23
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Project:	Still Point Lane, Town of Stillwater, Saratoga County, NY		

General Chemistry

Analyte	Result	RL	Units	DF	Analyzed	By	Method
Alkalinity, Total as CaCO ₃ ^a	405	5.0	mg/l	1	10/02/23 13:50	MK	SM2320 B-11
BOD, 5 Day	< 1.0	1.0	mg/l	1	09/28/23 09:22	DB	SM5210 B-11/16
Bromide	< 0.50	0.50	mg/l	1	09/29/23 03:44	SS	EPA 300/SW846 9056A
Chemical Oxygen Demand	< 20	20	mg/l	1	10/01/23 14:10	MK	SM5220 C-11, HACH8000
Chloride	< 2.0	2.0	mg/l	1	09/29/23 03:44	SS	EPA 300/SW846 9056A
Hardness, Total as CaCO ₃ ^b	371	33	mg/l	1	10/13/23 12:33	ND	SM2340 B-11
Nitrogen, Ammonia	0.42	0.20	mg/l	1	10/04/23 14:46	JD	SM4500NH3 H-11/LACHAT
Nitrogen, Nitrate ^c	< 0.11	0.11	mg/l	1	09/28/23 20:17	JD	EPA353.2/SM4500NO2B
Nitrogen, Nitrate + Nitrite	< 0.10	0.10	mg/l	1	09/28/23 20:17	JD	EPA 353.2/LACHAT
Nitrogen, Nitrite	< 0.010	0.010	mg/l	1	09/28/23 08:28	MP	SM4500NO2 B-11
Nitrogen, Total Kjeldahl	0.65	0.20	mg/l	1	09/29/23 20:46	JD	EPA 351.2/LACHAT
Phenols	< 0.20	0.20	mg/l	1	09/30/23 14:17	JD	EPA 420.4/LACHAT
Solids, Total Dissolved	440	10	mg/l	1	09/28/23 18:20	AS	SM2540 C-11/15
Sulfate	64.8	2.0	mg/l	1	09/29/23 03:44	SS	EPA 300/SW846 9056A
Total Organic Carbon	< 1.0	1.0	mg/l	1	10/03/23 03:32	MB	SM5310 B-11/14

(a) Sample was titrated to a final pH of 4.5. Sample received with head space.

(b) Calculated as: (Calcium * 2.497) + (Magnesium * 4.118)

(c) Calculated as: (Nitrogen, Nitrate + Nitrite) - (Nitrogen, Nitrite)

RL = Reporting Limit

Report of Analysis

Client Sample ID:	CHA-7S	Date Sampled:	09/26/23
Lab Sample ID:	JD73634-4	Date Received:	09/27/23
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Project:	Still Point Lane, Town of Stillwater, Saratoga County, NY		

Total Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Calcium	167000	5000	ug/l	1	10/12/23	10/13/23 ND	SW846 6010D ¹	SW846 3010A ²
Magnesium	37500	5000	ug/l	1	10/12/23	10/13/23 ND	SW846 6010D ¹	SW846 3010A ²

(1) Instrument QC Batch: MA54912
(2) Prep QC Batch: MP42499

RL = Reporting Limit

Report of Analysis

Client Sample ID:	CHA-7S	Date Sampled:	09/26/23
Lab Sample ID:	JD73634-4	Date Received:	09/27/23
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Project:	Still Point Lane, Town of Stillwater, Saratoga County, NY		

General Chemistry

Analyte	Result	RL	Units	DF	Analyzed	By	Method
Alkalinity, Total as CaCO ₃ ^a	545	5.0	mg/l	1	10/02/23 13:50	MK	SM2320 B-11
BOD, 5 Day	< 1.0	1.0	mg/l	1	09/28/23 09:23	DB	SM5210 B-11/16
Bromide	< 0.50	0.50	mg/l	1	09/29/23 03:57	SS	EPA 300/SW846 9056A
Chemical Oxygen Demand	< 20	20	mg/l	1	10/01/23 14:10	MK	SM5220 C-11, HACH8000
Chloride	24.6	2.0	mg/l	1	09/29/23 03:57	SS	EPA 300/SW846 9056A
Hardness, Total as CaCO ₃ ^b	571	33	mg/l	1	10/13/23 12:38	ND	SM2340 B-11
Nitrogen, Ammonia	0.86	0.20	mg/l	1	10/04/23 14:47	JD	SM4500NH3 H-11/LACHAT
Nitrogen, Nitrate ^c	< 0.11	0.11	mg/l	1	09/28/23 20:18	JD	EPA353.2/SM4500NO2B
Nitrogen, Nitrate + Nitrite	< 0.10	0.10	mg/l	1	09/28/23 20:18	JD	EPA 353.2/LACHAT
Nitrogen, Nitrite	< 0.010	0.010	mg/l	1	09/28/23 08:28	MP	SM4500NO2 B-11
Nitrogen, Total Kjeldahl	1.5	0.20	mg/l	1	09/29/23 20:46	JD	EPA 351.2/LACHAT
Phenols	< 0.20	0.20	mg/l	1	09/30/23 14:18	JD	EPA 420.4/LACHAT
Solids, Total Dissolved	644	10	mg/l	1	09/28/23 18:20	AS	SM2540 C-11/15
Sulfate	52.7	2.0	mg/l	1	09/29/23 03:57	SS	EPA 300/SW846 9056A
Total Organic Carbon	2.9	1.0	mg/l	1	10/03/23 03:44	MB	SM5310 B-11/14

(a) Sample was titrated to a final pH of 4.5. Sample received with head space.

(b) Calculated as: (Calcium * 2.497) + (Magnesium * 4.118)

(c) Calculated as: (Nitrogen, Nitrate + Nitrite) - (Nitrogen, Nitrite)

RL = Reporting Limit

Report of Analysis

Client Sample ID:	TCC-2	Date Sampled:	09/26/23
Lab Sample ID:	JD73634-5	Date Received:	09/27/23
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Project:	Still Point Lane, Town of Stillwater, Saratoga County, NY		

Total Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Calcium	94600	5000	ug/l	1	10/12/23	10/13/23 ND	SW846 6010D ¹	SW846 3010A ²
Magnesium	13300	5000	ug/l	1	10/12/23	10/13/23 ND	SW846 6010D ¹	SW846 3010A ²

- (1) Instrument QC Batch: MA54912
(2) Prep QC Batch: MP42499

RL = Reporting Limit

Report of Analysis

Client Sample ID:	TCC-2	Date Sampled:	09/26/23
Lab Sample ID:	JD73634-5	Date Received:	09/27/23
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Project:	Still Point Lane, Town of Stillwater, Saratoga County, NY		

General Chemistry

Analyte	Result	RL	Units	DF	Analyzed	By	Method
Alkalinity, Total as CaCO ₃ ^a	305	5.0	mg/l	1	10/02/23 13:50	MK	SM2320 B-11
BOD, 5 Day	< 1.0	1.0	mg/l	1	09/28/23 09:25	DB	SM5210 B-11/16
Bromide	< 0.50	0.50	mg/l	1	09/29/23 04:10	SS	EPA 300/SW846 9056A
Chemical Oxygen Demand	< 20	20	mg/l	1	10/01/23 14:10	MK	SM5220 C-11, HACH8000
Chloride	< 2.0	2.0	mg/l	1	09/29/23 04:10	SS	EPA 300/SW846 9056A
Hardness, Total as CaCO ₃ ^b	291	33	mg/l	1	10/13/23 12:44	ND	SM2340 B-11
Nitrogen, Ammonia	< 0.20	0.20	mg/l	1	10/04/23 14:49	JD	SM4500NH3 H-11/LACHAT
Nitrogen, Nitrate ^c	< 0.11	0.11	mg/l	1	09/28/23 20:19	JD	EPA353.2/SM4500NO2B
Nitrogen, Nitrate + Nitrite	< 0.10	0.10	mg/l	1	09/28/23 20:19	JD	EPA 353.2/LACHAT
Nitrogen, Nitrite	< 0.010	0.010	mg/l	1	09/28/23 08:28	MP	SM4500NO2 B-11
Nitrogen, Total Kjeldahl	0.60	0.20	mg/l	1	09/29/23 20:47	JD	EPA 351.2/LACHAT
Phenols	< 0.20	0.20	mg/l	1	09/30/23 14:21	JD	EPA 420.4/LACHAT
Solids, Total Dissolved	304	10	mg/l	1	09/28/23 18:20	AS	SM2540 C-11/15
Sulfate	11.8	2.0	mg/l	1	09/29/23 04:10	SS	EPA 300/SW846 9056A
Total Organic Carbon	< 1.0	1.0	mg/l	1	10/03/23 03:55	MB	SM5310 B-11/14

(a) Sample was titrated to a final pH of 4.5. Sample received with head space.

(b) Calculated as: (Calcium * 2.497) + (Magnesium * 4.118)

(c) Calculated as: (Nitrogen, Nitrate + Nitrite) - (Nitrogen, Nitrite)

RL = Reporting Limit

Report of Analysis

Client Sample ID:	DGC-4S	Date Sampled:	09/26/23
Lab Sample ID:	JD73634-6	Date Received:	09/27/23
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Project:	Still Point Lane, Town of Stillwater, Saratoga County, NY		

Total Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Calcium	18100	5000	ug/l	1	10/12/23	10/13/23 ND	SW846 6010D ¹	SW846 3010A ²
Magnesium	< 5000	5000	ug/l	1	10/12/23	10/13/23 ND	SW846 6010D ¹	SW846 3010A ²

(1) Instrument QC Batch: MA54912
(2) Prep QC Batch: MP42499

RL = Reporting Limit

Report of Analysis

Client Sample ID:	DGC-4S	Date Sampled:	09/26/23
Lab Sample ID:	JD73634-6	Date Received:	09/27/23
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Project:	Still Point Lane, Town of Stillwater, Saratoga County, NY		

General Chemistry

Analyte	Result	RL	Units	DF	Analyzed	By	Method
Alkalinity, Total as CaCO ₃ ^a	61.6	5.0	mg/l	1	10/02/23 13:50	MK	SM2320 B-11
BOD, 5 Day	< 1.0	1.0	mg/l	1	09/28/23 09:16	DB	SM5210 B-11/16
Bromide	< 0.50	0.50	mg/l	1	09/29/23 00:38	SS	EPA 300/SW846 9056A
Chemical Oxygen Demand	< 20	20	mg/l	1	10/01/23 14:10	MK	SM5220 C-11, HACH8000
Chloride	< 2.0	2.0	mg/l	1	09/29/23 00:38	SS	EPA 300/SW846 9056A
Hardness, Total as CaCO ₃ ^b	60.2	33	mg/l	1	10/13/23 11:59	ND	SM2340 B-11
Nitrogen, Ammonia	< 0.20	0.20	mg/l	1	10/04/23 14:37	JD	SM4500NH3 H-11/LACHAT
Nitrogen, Nitrate ^c	< 0.11	0.11	mg/l	1	09/28/23 19:59	JD	EPA353.2/SM4500NO2B
Nitrogen, Nitrate + Nitrite	< 0.10	0.10	mg/l	1	09/28/23 19:59	JD	EPA 353.2/LACHAT
Nitrogen, Nitrite	< 0.010	0.010	mg/l	1	09/28/23 08:28	MP	SM4500NO2 B-11
Nitrogen, Total Kjeldahl	0.56	0.20	mg/l	1	09/29/23 20:43	JD	EPA 351.2/LACHAT
Phenols	< 0.20	0.20	mg/l	1	09/30/23 14:22	JD	EPA 420.4/LACHAT
Solids, Total Dissolved	80.0	10	mg/l	1	09/28/23 18:20	AS	SM2540 C-11/15
Sulfate	8.7	2.0	mg/l	1	09/29/23 00:38	SS	EPA 300/SW846 9056A
Total Organic Carbon	< 1.0	1.0	mg/l	1	10/03/23 05:18	MB	SM5310 B-11/14

(a) Sample was titrated to a final pH of 4.5. Sample received with head space.

(b) Calculated as: (Calcium * 2.497) + (Magnesium * 4.118)

(c) Calculated as: (Nitrogen, Nitrate + Nitrite) - (Nitrogen, Nitrite)

RL = Reporting Limit

Report of Analysis

Client Sample ID:	TCC-DUP	Date Sampled:	09/26/23
Lab Sample ID:	JD73634-7	Date Received:	09/27/23
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Project:	Still Point Lane, Town of Stillwater, Saratoga County, NY		

Total Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Calcium	94800	5000	ug/l	1	10/12/23	10/13/23 ND	SW846 6010D ¹	SW846 3010A ²
Magnesium	13700	5000	ug/l	1	10/12/23	10/13/23 ND	SW846 6010D ¹	SW846 3010A ²

(1) Instrument QC Batch: MA54912
(2) Prep QC Batch: MP42499

RL = Reporting Limit

Report of Analysis

Client Sample ID:	TCC-DUP	Date Sampled:	09/26/23
Lab Sample ID:	JD73634-7	Date Received:	09/27/23
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Project:	Still Point Lane, Town of Stillwater, Saratoga County, NY		

General Chemistry

Analyte	Result	RL	Units	DF	Analyzed	By	Method
Alkalinity, Total as CaCO ₃ ^a	303	5.0	mg/l	1	10/02/23 13:50	MK	SM2320 B-11
BOD, 5 Day	< 1.0	1.0	mg/l	1	09/28/23 09:27	DB	SM5210 B-11/16
Bromide	< 0.50	0.50	mg/l	1	09/29/23 04:23	SS	EPA 300/SW846 9056A
Chemical Oxygen Demand	< 20	20	mg/l	1	10/04/23 09:19	MP	SM5220 C-11, HACH8000
Chloride	< 2.0	2.0	mg/l	1	09/29/23 04:23	SS	EPA 300/SW846 9056A
Hardness, Total as CaCO ₃ ^b	293	33	mg/l	1	10/13/23 12:49	ND	SM2340 B-11
Nitrogen, Ammonia	< 0.20	0.20	mg/l	1	10/04/23 14:50	JD	SM4500NH3 H-11/LACHAT
Nitrogen, Nitrate ^c	< 0.11	0.11	mg/l	1	09/28/23 20:22	JD	EPA353.2/SM4500NO2B
Nitrogen, Nitrate + Nitrite	< 0.10	0.10	mg/l	1	09/28/23 20:22	JD	EPA 353.2/LACHAT
Nitrogen, Nitrite	< 0.010	0.010	mg/l	1	09/28/23 08:40	MP	SM4500NO2 B-11
Nitrogen, Total Kjeldahl	0.65	0.20	mg/l	1	09/29/23 20:48	JD	EPA 351.2/LACHAT
Phenols	< 0.20	0.20	mg/l	1	09/30/23 14:23	JD	EPA 420.4/LACHAT
Solids, Total Dissolved	342	10	mg/l	1	09/28/23 18:20	AS	SM2540 C-11/15
Sulfate	12.5	2.0	mg/l	1	09/29/23 04:23	SS	EPA 300/SW846 9056A
Total Organic Carbon	< 1.0	1.0	mg/l	1	10/03/23 04:07	MB	SM5310 B-11/14

(a) Sample was titrated to a final pH of 4.5. Sample received with head space.

(b) Calculated as: (Calcium * 2.497) + (Magnesium * 4.118)

(c) Calculated as: (Nitrogen, Nitrate + Nitrite) - (Nitrogen, Nitrite)

RL = Reporting Limit



Misc. Forms

Custody Documents and Other Forms

Includes the following where applicable:

- Chain of Custody



EW
SW

CHAIN OF CUSTODY

SGS North America Inc. - Dayton
2235 Route 130, Dayton, NJ 08810
TEL. 732-329-0200
www.sgs.com/ehsusa

Page 1 of 1

FED-EX Tracking # 7003 7031 2000		Bottle Order Control # KR-09703-149	
SGS Quote #		SGS Job # JD73634	
Client / Reporting Information		Project Information	
Company Name: Labella Associates		Project Name: Stillwater Landfill	
Street Address: 4 British American Blvd Lithium NY 12110		Street: Stillwater Lane City: Stillwater NY	
Project Contact: Bransen Fields E-mail: bransen@labella.com		Billing Information (if different from Report to) Company Name: Street Address: City: State: Zip:	
Phone #: 516-266-7355		Client Purchase Order #: 2230805.03	
Sample(s) Name(s): Bransen Fields		Project Manager: Bransen Fields	
Attention: APPR@labella.com			
Turn Around Time (Business Days)		Deliverable	
Approved By (SGS PM) / Date:		Comments / Special Instructions	
<input checked="" type="checkbox"/> 10 Business Days <input type="checkbox"/> 5 Business Days <input type="checkbox"/> 3 Business Days <input type="checkbox"/> 2 Business Days <input type="checkbox"/> 1 Business Day <input type="checkbox"/> Other		Initial Assessment <u>10/1/13</u> Label Verification <u>10/1/13</u>	
All data available via SGS Engage		http://www.sgs.com/en/terms-and-conditions	
Sample Custody must be documented below each time samples change possession, including courier delivery.			
Relinquished By: 1 Bransen Fields / Labella		Received By: 1 FedEx - Mercedes, NY	
Date / Time: 9/26/13 17:00		Date / Time: 9/27/13 10:00	
Relinquished By: 3		Received By: 3	
Date / Time: 9/26/13		Date / Time: 9/26/13	
Relinquished By: 5		Received By: 5	
Date / Time: 9/26/13		Date / Time: 9/26/13	
Custody Seal # 9224-334		Therm ID: On Ice See Sample Receipt Summary	
Intact Not intact Absent		Cooler Temp: °C 1.3, 0.4, 2.4	

4.1
4

EHS-A-QAC-0023-05 Rev. Date 8/5/22

JD73634: Chain of Custody

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SGS Sample Receipt Summary

Job Number: JD73634

Client: LABELLA ASSOCIATES

Project: STILLWATER LANDFILL

Date / Time Received: 9/27/2023 10:20:00 AM

Delivery Method: FEDEX

Airbill #'s: 7003 7831 2680

Cooler Temps (Raw Measured) °C: Cooler 1: (1.3); Cooler 2: (0.4); Cooler 3: (2.4);

Cooler Temps (Corrected) °C: Cooler 1: (1.0); Cooler 2: (0.1); Cooler 3: (2.1);

Cooler Security

Y or N

1. Custody Seals Present:

☒ ☐

3. COC Present:

☒ ☐

2. Custody Seals Intact:

☒ ☐

4. Smpl Dates/Time OK

☒ ☐

Cooler Temperature

Y or N

1. Temp criteria achieved:

☒ ☐

2. Cooler temp verification:

IR Gun 40

3. Cooler media:

Ice (Bag)

4. No. Coolers:

3

Quality Control Preservation

Y or N

N/A

1. Trip Blank present / cooler:

☐ ☐ ☒

2. Trip Blank listed on COC:

☐ ☐ ☒

3. Samples preserved properly:

☒ ☐ ☐

4. VOCs headspace free:

☐ ☐ ☒

Sample Integrity - Documentation

Y or N

1. Sample labels present on bottles:

☒ ☐

2. Container labeling complete:

☒ ☐

3. Sample container label / COC agree:

☒ ☐

Sample Integrity - Condition

Y or N

1. Sample recvd within HT:

☒ ☐

2. All containers accounted for:

☒ ☐

3. Condition of sample:

Intact

Sample Integrity - Instructions

Y or N

N/A

1. Analysis requested is clear:

☒ ☐

2. Bottles received for unspecified tests

☐ ☒

3. Sufficient volume recvd for analysis:

☒ ☐

4. Compositing instructions clear:

☐ ☐ ☒

5. Filtering instructions clear:

☐ ☐ ☒

Test Strip Lot #s:

pH 1-12: 231619

pH 12+: 203117A

Other: (Specify)

Comments

SM089-03
Rev. Date 12/7/17

JD73634: Chain of Custody

Page 2 of 2

The results set forth herein are provided by SGS North America Inc.

e-Hardcopy 2.0
Automated Report

Technical Report for

LaBella Associates

Still Point Lane, Town of Stillwater, Saratoga County, NY

2230805.03 PO#2230805.03

SGS Job Number: JD73634R

Sampling Date: 09/26/23

Report to:

**LaBella Associates
5 McCrea Hill Road
Ballston Spa, NY 12020
astromain@LaBellaPC.com**

ATTN: Arlette St. Romain

Total number of pages in report: 17



Test results contained within this data package meet the requirements of the National Environmental Laboratory Accreditation Program and/or state specific certification programs as applicable unless noted in the narrative, comments or footnotes.

**David Chastain
General Manager**

Client Service contact: Angela Lattanzio 732-329-0200

Certifications: NJ(12129), NY(10983), CA, CT, FL, IL, IN, KS, KY, LA, MA, MD, ME, MN, NC, OH VAP (CL0056), AK (UST-103), AZ (AZ0786), PA(68-00408), RI, SC, TX, UT, VA, WV

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Test results relate only to samples analyzed.

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Sample Summary

LaBella Associates

Job No: JD73634R

Still Point Lane, Town of Stillwater, Saratoga County, NY
Project No: 2230805.03 PO#2230805.03

Sample Number	Collected Date	Time By	Received	Matrix Code	Type	Client Sample ID
JD73634-1R	09/26/23	09:45 BF	09/27/23	AQ	Ground Water	TCC-1
JD73634-2R	09/26/23	10:35 BF	09/27/23	AQ	Surface Water	SW-1
JD73634-3R	09/26/23	11:35 BF	09/27/23	AQ	Ground Water	DGC-1S
JD73634-4R	09/26/23	12:40 BF	09/27/23	AQ	Ground Water	CHA-7S
JD73634-5R	09/26/23	13:30 BF	09/27/23	AQ	Ground Water	TCC-2
JD73634-6DR	09/26/23	14:45 BF	09/27/23	AQ	Water Dup/MSD	DGC-4S_MSD
JD73634-6R	09/26/23	14:35 BF	09/27/23	AQ	Ground Water	DGC-4S
JD73634-6SR	09/26/23	14:40 BF	09/27/23	AQ	Water Matrix Spike	DGC-4S_MS
JD73634-7R	09/26/23	00:00 BF	09/27/23	AQ	Ground Water	TCC-DUP

Summary of Hits

Job Number: JD73634R

Account: LaBella Associates

Project: Still Point Lane, Town of Stillwater, Saratoga County, NY

Collected: 09/26/23

Lab Sample ID	Client Sample ID	Result/ Analyte	RL	MDL	Units	Method
JD73634-1R	TCC-1					
		Calcium	113000	5000	ug/l	SW846 6020B
		Magnesium	19500	500	ug/l	SW846 6020B
		Manganese	19.8	2.0	ug/l	SW846 6020B
		Potassium	2010	500	ug/l	SW846 6020B
		Sodium	7140	500	ug/l	SW846 6020B
JD73634-2R	SW-1					
		Calcium	29000	1300	ug/l	SW846 6020B
		Iron	1650	50	ug/l	SW846 6020B
		Magnesium	5820	500	ug/l	SW846 6020B
		Manganese	183	2.0	ug/l	SW846 6020B
		Potassium	592	500	ug/l	SW846 6020B
		Sodium	2130	500	ug/l	SW846 6020B
JD73634-3R	DGC-1S					
		Arsenic	13.8	1.0	ug/l	SW846 6020B
		Calcium	68900	2500	ug/l	SW846 6020B
		Iron	2640	50	ug/l	SW846 6020B
		Magnesium	50600	2500	ug/l	SW846 6020B
		Manganese	210	10	ug/l	SW846 6020B
		Potassium	2690	500	ug/l	SW846 6020B
		Sodium	37400	2500	ug/l	SW846 6020B
JD73634-4R	CHA-7S					
		Calcium	144000	5000	ug/l	SW846 6020B
		Iron	228	50	ug/l	SW846 6020B
		Magnesium	40300	5000	ug/l	SW846 6020B
		Manganese	5830	100	ug/l	SW846 6020B
		Potassium	5450	500	ug/l	SW846 6020B
		Sodium	24600	5000	ug/l	SW846 6020B
JD73634-5R	TCC-2					
		Calcium	97600	5000	ug/l	SW846 6020B
		Magnesium	14000	500	ug/l	SW846 6020B
		Manganese	4640	100	ug/l	SW846 6020B
		Potassium	1140	500	ug/l	SW846 6020B
		Sodium	2890	500	ug/l	SW846 6020B

Summary of Hits

Job Number: JD73634R
Account: LaBella Associates
Project: Still Point Lane, Town of Stillwater, Saratoga County, NY
Collected: 09/26/23

Lab Sample ID	Client Sample ID	Result/ Qual	RL	MDL	Units	Method
JD73634-6R	DGC-4S					
Calcium		18200	500		ug/l	SW846 6020B
Magnesium		3850	500		ug/l	SW846 6020B
Sodium		2750	500		ug/l	SW846 6020B
JD73634-7R	TCC-DUP					
Calcium		98400	5000		ug/l	SW846 6020B
Magnesium		14800	500		ug/l	SW846 6020B
Manganese		4010	50		ug/l	SW846 6020B
Potassium		1140	500		ug/l	SW846 6020B
Sodium		2930	500		ug/l	SW846 6020B



Dayton, NJ

Section 3



Sample Results

Report of Analysis

Report of Analysis

Client Sample ID: TCC-1	Date Sampled: 09/26/23
Lab Sample ID: JD73634-1R	Date Received: 09/27/23
Matrix: AQ - Ground Water	Percent Solids: n/a
Project: Still Point Lane, Town of Stillwater, Saratoga County, NY	

Total Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Arsenic	< 1.0	1.0	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³
Cadmium	< 1.0	1.0	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³
Calcium	113000	5000	ug/l	20	11/10/23	11/11/23 NV	SW846 6020B ¹	SW846 3010A ³
Iron	< 50	50	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³
Lead	< 1.0	1.0	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³
Magnesium	19500	500	ug/l	2	11/10/23	11/13/23 NV	SW846 6020B ²	SW846 3010A ³
Manganese	19.8	2.0	ug/l	2	11/10/23	11/13/23 NV	SW846 6020B ²	SW846 3010A ³
Potassium	2010	500	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³
Sodium	7140	500	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³

(1) Instrument QC Batch: MA55057

(2) Instrument QC Batch: MA55068

(3) Prep QC Batch: MP43041

RL = Reporting Limit

Report of Analysis

Client Sample ID:	SW-1	Date Sampled:	09/26/23
Lab Sample ID:	JD73634-2R	Date Received:	09/27/23
Matrix:	AQ - Surface Water	Percent Solids:	n/a
Project:	Still Point Lane, Town of Stillwater, Saratoga County, NY		

Total Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Arsenic	< 1.0	1.0	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³
Cadmium	< 1.0	1.0	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³
Calcium	29000	1300	ug/l	5	11/10/23	11/11/23 NV	SW846 6020B ¹	SW846 3010A ³
Iron	1650	50	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³
Lead	< 1.0	1.0	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³
Magnesium	5820	500	ug/l	2	11/10/23	11/13/23 NV	SW846 6020B ²	SW846 3010A ³
Manganese	183	2.0	ug/l	2	11/10/23	11/13/23 NV	SW846 6020B ²	SW846 3010A ³
Potassium	592	500	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³
Sodium	2130	500	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³

(1) Instrument QC Batch: MA55057

(2) Instrument QC Batch: MA55068

(3) Prep QC Batch: MP43041

RL = Reporting Limit

Report of Analysis

Client Sample ID:	DGC-1S	Date Sampled:	09/26/23
Lab Sample ID:	JD73634-3R	Date Received:	09/27/23
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Project:	Still Point Lane, Town of Stillwater, Saratoga County, NY		

Total Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Arsenic	13.8	1.0	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ²
Cadmium	< 1.0	1.0	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ²
Calcium	68900	2500	ug/l	10	11/10/23	11/11/23 NV	SW846 6020B ¹	SW846 3010A ²
Iron	2640	50	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ²
Lead	< 1.0	1.0	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ²
Magnesium	50600	2500	ug/l	10	11/10/23	11/11/23 NV	SW846 6020B ¹	SW846 3010A ²
Manganese	210	10	ug/l	10	11/10/23	11/11/23 NV	SW846 6020B ¹	SW846 3010A ²
Potassium	2690	500	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ²
Sodium	37400	2500	ug/l	10	11/10/23	11/11/23 NV	SW846 6020B ¹	SW846 3010A ²

(1) Instrument QC Batch: MA55057

(2) Prep QC Batch: MP43041

RL = Reporting Limit

Report of Analysis

Client Sample ID:	CHA-7S	Date Sampled:	09/26/23
Lab Sample ID:	JD73634-4R	Date Received:	09/27/23
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Project:	Still Point Lane, Town of Stillwater, Saratoga County, NY		

Total Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Cadmium	< 1.0	1.0	ug/l	2	11/10/23	11/14/23 NV	SW846 6020B ²	SW846 3010A ⁴
Calcium	144000	5000	ug/l	20	11/10/23	11/15/23 NV	SW846 6020B ³	SW846 3010A ⁴
Iron	228	50	ug/l	2	11/10/23	11/14/23 NV	SW846 6020B ²	SW846 3010A ⁴
Lead	< 1.0	1.0	ug/l	2	11/10/23	11/15/23 NV	SW846 6020B ³	SW846 3010A ⁴
Magnesium	40300	5000	ug/l	20	11/10/23	11/14/23 NV	SW846 6020B ²	SW846 3010A ⁴
Manganese	5830	100	ug/l	100	11/10/23	11/13/23 NV	SW846 6020B ¹	SW846 3010A ⁴
Potassium	5450	500	ug/l	2	11/10/23	11/14/23 NV	SW846 6020B ²	SW846 3010A ⁴
Sodium	24600	5000	ug/l	20	11/10/23	11/14/23 NV	SW846 6020B ²	SW846 3010A ⁴

- (1) Instrument QC Batch: MA55068
 (2) Instrument QC Batch: MA55077
 (3) Instrument QC Batch: MA55085
 (4) Prep QC Batch: MP43041

RL = Reporting Limit

Report of Analysis

Client Sample ID: TCC-2	Date Sampled: 09/26/23
Lab Sample ID: JD73634-5R	Date Received: 09/27/23
Matrix: AQ - Ground Water	Percent Solids: n/a
Project: Still Point Lane, Town of Stillwater, Saratoga County, NY	

Total Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Arsenic	< 1.0	1.0	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³
Cadmium	< 1.0	1.0	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³
Calcium	97600	5000	ug/l	20	11/10/23	11/11/23 NV	SW846 6020B ¹	SW846 3010A ³
Iron	< 50	50	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³
Lead	< 1.0	1.0	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³
Magnesium	14000	500	ug/l	2	11/10/23	11/13/23 NV	SW846 6020B ²	SW846 3010A ³
Manganese	4640	100	ug/l	100	11/10/23	11/13/23 NV	SW846 6020B ²	SW846 3010A ³
Potassium	1140	500	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³
Sodium	2890	500	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³

(1) Instrument QC Batch: MA55057

(2) Instrument QC Batch: MA55068

(3) Prep QC Batch: MP43041

RL = Reporting Limit

Report of Analysis

Client Sample ID:	DGC-4S	Date Sampled:	09/26/23
Lab Sample ID:	JD73634-6R	Date Received:	09/27/23
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Project:	Still Point Lane, Town of Stillwater, Saratoga County, NY		

Total Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Arsenic	< 1.0	1.0	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ²
Cadmium	< 1.0	1.0	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ²
Calcium	18200	500	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ²
Iron	< 50	50	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ²
Lead	< 1.0	1.0	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ²
Magnesium	3850	500	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ²
Manganese	< 2.0	2.0	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ²
Potassium	< 500	500	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ²
Sodium	2750	500	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ²

(1) Instrument QC Batch: MA55057

(2) Prep QC Batch: MP43041

RL = Reporting Limit

Report of Analysis

Client Sample ID:	TCC-DUP	Date Sampled:	09/26/23
Lab Sample ID:	JD73634-7R	Date Received:	09/27/23
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Project:	Still Point Lane, Town of Stillwater, Saratoga County, NY		

Total Metals Analysis

Analyte	Result	RL	Units	DF	Prep	Analyzed By	Method	Prep Method
Arsenic	< 1.0	1.0	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³
Cadmium	< 1.0	1.0	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³
Calcium	98400	5000	ug/l	20	11/10/23	11/11/23 NV	SW846 6020B ¹	SW846 3010A ³
Iron	< 50	50	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³
Lead	< 1.0	1.0	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³
Magnesium	14800	500	ug/l	2	11/10/23	11/13/23 NV	SW846 6020B ²	SW846 3010A ³
Manganese	4010	50	ug/l	50	11/10/23	11/13/23 NV	SW846 6020B ²	SW846 3010A ³
Potassium	1140	500	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³
Sodium	2930	500	ug/l	2	11/10/23	11/10/23 NV	SW846 6020B ¹	SW846 3010A ³

(1) Instrument QC Batch: MA55057

(2) Instrument QC Batch: MA55068

(3) Prep QC Batch: MP43041

RL = Reporting Limit



Misc. Forms

Custody Documents and Other Forms

Includes the following where applicable:

- Chain of Custody



EW
SW

CHAIN OF CUSTODY

SGS North America Inc. - Dayton
2235 Route 130, Dayton, NJ 08810
TEL. 732-329-0200
www.sgs.com/ehsusa

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FED-EX Tracking # 7003 7031 2000		Bottle Order Control # KR-09703-149	
SGS Quote #		SGS Job # JD73634	
Client / Reporting Information		Project Information	
Company Name: Labella Associates		Project Name: Stillwater Landfill	
Street Address: 4 British American Blvd Lithium NY 12110		Street: Stillwater Lane City: Stillwater NY	
Project Contact: Bransen Fields E-mail: bfields@labella.com Phone #: 516-266-7355		Billing Information (if different from Report to): Company Name: Street Address: City: State: Zip:	
Sample(s) Name(s): Bransen Fields		Client Purchase Order #: 2030805.03 Project #: 2030805.03 Project Manager: Bransen Fields Attention: APPR@labella.com	
SGS Sample #		Collection	
Field ID / Point of Collection		MEOH/ID Vial #	
Date		Time	
Sampled by		Gross (G) Comp (C) Source (S) Matrix	
# of bottles		HCl HNO ₃ H ₂ SO ₄ NONE DI Water MECH ENCORE	
pH Check (Lab Use Only)		LAB USE ONLY	
Turn Around Time (Business Days)		Deliverable	
Approved By (SGS PM) / Date:		Comments / Special Instructions	
Initial Assessment Label Verification			
Sample Custody must be documented below each time samples change possession, including courier delivery.			
Relinquished By: 1 Bransen Fields / Labella Date / Time: 9/26/13 17:00		Received By: 1 FedEx - Mercedes, NY Date / Time: 9/27/13 10:00	
Relinquished By: 3 Date / Time:		Received By: 3 Date / Time:	
Relinquished By: 5 Date / Time:		Received By: 5 Date / Time:	
Custody Seal # 9224-334		Therm ID: On Ice See Sample Receipt Summary 1.3, 0.4, 2.4	

4.1
4

EHS-A-QAC-0023-05 Rev. Date 8/5/22

JD73634R: Chain of Custody

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JD73634R

SGS Sample Receipt Summary

Job Number: JD73634

Client: LABELLA ASSOCIATES

Project: STILLWATER LANDFILL

Date / Time Received: 9/27/2023 10:20:00 AM

Delivery Method: FEDEX

Airbill #'s: 7003 7831 2680

Cooler Temps (Raw Measured) °C: Cooler 1: (1.3); Cooler 2: (0.4); Cooler 3: (2.4);

Cooler Temps (Corrected) °C: Cooler 1: (1.0); Cooler 2: (0.1); Cooler 3: (2.1);

Cooler Security

Y or N

1. Custody Seals Present:

☒ ☐

3. COC Present:

☒ ☐

2. Custody Seals Intact:

☒ ☐

4. Smpl Dates/Time OK

☒ ☐

Cooler Temperature

Y or N

1. Temp criteria achieved:

☒ ☐

2. Cooler temp verification:

IR Gun 40

3. Cooler media:

Ice (Bag)

4. No. Coolers:

3

Quality Control Preservation

Y or N

N/A

1. Trip Blank present / cooler:

☐ ☐ ☒

2. Trip Blank listed on COC:

☐ ☐ ☒

3. Samples preserved properly:

☒ ☐

4. VOCs headspace free:

☐ ☐ ☒

Sample Integrity - Documentation

Y or N

1. Sample labels present on bottles:

☒ ☐

2. Container labeling complete:

☒ ☐

3. Sample container label / COC agree:

☒ ☐

Sample Integrity - Condition

Y or N

1. Sample recvd within HT:

☒ ☐

2. All containers accounted for:

☒ ☐

3. Condition of sample:

Intact

Sample Integrity - Instructions

Y or N N/A

1. Analysis requested is clear:

☒ ☐

2. Bottles received for unspecified tests

☐ ☒

3. Sufficient volume recvd for analysis:

☒ ☐

4. Compositing instructions clear:

☐ ☐ ☒

5. Filtering instructions clear:

☐ ☐ ☒

Test Strip Lot #s:

pH 1-12: 231619

pH 12+: 203117A

Other: (Specify)

Comments

SM089-03
Rev. Date 12/7/17

JD73634R: Chain of Custody

Page 2 of 3

Job Change Order: JD73634

Requested Date: 11/9/2023 **Received Date:** 9/27/2023
Account Name: LaBella Associates **Due Date:** 11/9/2023
Project Description: Still Point Lane, Town of Stillwater, Saratoga Cou **Deliverable:** COMMA
C/O Initiated By: ANGELA_LA **PM:** AL **TAT (Days):** 14

Sample #: JD73634-1-7

Client ID:

Dept:

TAT: 14

Change: Please relog for ASMS, CAMS, CDMS, FEMS, KMS, MGMS, MNMS, NAMS, PBMS, and MET-SW846.

Above Changes Per: Branson Fields

Date/Time: 11/9/2023

To Client: This Change Order is confirmation of the revisions, previously discussed with the Client Service Representative.

**Appendix C:
Landfill Decomposition and Explosive
Gas Monitoring Summary Tables**



Town of Stillwater Landfill Post Closure Monitoring
2023 Explosive Gas Monitoring Summary
LaBella Project No. 2230805.03

Date Sampled: 9/26/2023 LaBella Field Personnel: Branson Fields

AMBIENT CONDITIONS

Temperature (°F): ~65 °F Barometer (inches Hg): 30.31
 Wind Speed/Direction: Calm to 5 mph West Precipitation: None
 Ground Cover: Grass

Additional Notes:

Gas Monitoring Well	Decomposition Gas Parameters			
	%O ₂	%LEL	ppm CO	ppm H ₂ S
CZ-GMP-1	20.2	0	0	0
CZ-GMP-2	20.3	0	0	0
CZ-GMP-3	30.4	0	0	0
CZ-GMP-4	20.1	0	0	0
CZ-GMP-5	20.1	0	0	0
CZ-GMP-6	Not Measured, Not Found/Damaged?			
CZ-GMP-7	20.0	0	0	0
CZ-GMP-8	20.3	0	0	0
CZ-GMP-9	20.3	0	0	0

Notes:

%O₂ = percent oxygen

%LEL - percent of Lower Explosive Limit

ppm CO = part per million carbon monoxide

ppm H₂S = part per million carbon monoxide

Appendix D: Photo log





Photo #1 (facing south): Entrance gate and Site access route from Still Point Lane.



Photo #2 (facing north): Representative view of landfill cover in the central Site area.



Photo #3 (facing northeast): Representative view of landfill cover and slope in the northwest Site area.



Photo #4 (facing east): Representative view of groundwater sampling set-up at monitoring locations DGC-4S.



Photo #5 (facing north): Site area near the surface water sample location, SW-1.



Photo #6 (facing southeast): Representative view of swale conditions in the northern Site area.



Photo #7 (facing southeast): Representative view of swale conditions in the southern Site area



Photo #8 (facing northeast): Representative view of a gas monitoring point, CZ-GMP-3.



Photo #9 (facing southwest): View of temporary access road in vicinity of gas monitoring point, CZ-GMP-6 (not located).



Photo #10 (facing northwest): View of temporary access road in vicinity of gas monitoring point, CZ-GMP-6 (not located).



Photo #11 (facing northwest): View of damaged landfill gas vent in southern portion of landfill cap.

Appendix E:
Post-Closure Quarterly Landfill
Monitoring Inspection Sheet



Landfill Name: Town of Stillwater MSW Landfill			
Project & Task No. 2230805.03		Inspection Date/Time: 9/26/2023	
Project Manager: Branson Fields		Inspector(s): Branson Fields	
Weather Conditions: Partly Cloudy, ~65°F			
Ground Cover: Full Coverage grass (mowed), no woody vegetation within cap limits			
LANDFILL COVER	Yes	No	Description/Comments:
Is there any evidence of the following:			
Landfill cover stresses, including slumping or sloughing?		X	
Structural instability?		X	
Liner weathering?		X	
Areas where the liner is exposed?		X	
Erosion/slope failures?		X	
Vegetative stresses (discolored, stressed or absence of vegetation)?		X	
Impoundments forming on landfill footprint?		X	
Secondary vegetative growth on the capped area (trees, shrubs, and other vegetation with root systems that may damage landfill cover)?		X	
Odors?		X	
Litter/blowing waste (ex. Paper, plastic etc.)?		X	
Any noticeable leachate seeps?		X	
VECTOR ACTIVITY			
Is there any evidence of the following:			
Animal Burrows/intrusive animal activities		X	
Large insect mounds		X	
Large population of animals (dead or alive)		X	
GAS VENTING SYSTEM			
Are the vents bent, broken or damaged	X		Damaged vent, southern area of cap, see photos
Are there any obvious obstructions in the vents		X	
CONDITION OF SITE BUILDINGS, STRUCTURES AND SYSTEMS			
Is there any noticeable damage to site buildings or structures?	X		Unable to locate CZ-GMP-6
Failure of any mechanical equipment which functions to provide integrity to the landfill		X	
Failure of containment systems (vents, drains, etc.)?		X	
Are drainage structures clear of debris and animals?		X	
Are roadways within the landfill accessible?		X	
Are all gates and other access points secure/locked?		X	
Is there any evidence of unauthorized property use (ATV trails, etc.)?		X	
Is there evidence of illegal dumping/waste disposal?		X	