

TROY BOROUGH COUNCIL
MEETING MINUTES
JANUARY 25, 2024

01/25/24

3:30 pm

TROY SALE BARN 50 BALLARD ST.

Call to Order: Jason Hodlofski, President

Flag Salute

Elected Attendance: Stevens Lambert, David Blair, John Davis, Jason Hodlofski, John Raub,

Chris O'Connor, Timothy Bruce

Other participating: Dan Close; Manager

1. Minutes Approval

- December 28, 2023
- January 02, 2024

Timothy Bruce made a motion to approve both minutes. The motion was seconded by avid Blair and passed by a unanimous voice vote.

2. Paid Bills

- General ledger \$129,562.90
- ACT 655 HWY AID \$ 3,261.65

John Davis made a motion to approve bills presented (attached), motion was seconded by Timothy Bruce and passed by unanimous voice vote.

3. President / Managers Report

BRIAN PRESKI, PRESIDENT NAWSC Dan Close introduced Brian Preski President of National Water Specialties Company. Brian reviewed with Council the Federal requirements for Back-Flow Prevention for public water systems. He outlined the services his company can provide for the Borough to assist with compliance for a Back-Flow Program, Cross Connection Control and other administrative services. Chris O'Connor made a motion authorizing the Manager to sign an agreement and move forward to develop a program. The motion was seconded by Dave Blair and passed by unanimous voice vote.

Meter quote Council was informed that Remote Disconnect Meter cost is \$561.92 each. The office has ordered a case (18) at a total cost of \$10,114.56. A total of 81 (Remote Read Only), were replaced in 2023. While waiting for the 18 RDM's 18 additional meters failed. Due to this the office wants to order a case of Remote Read Only (25) for use with customers that we know have working curb stops. Timothy bruce made a motion to approve the purchase of 18 RDM's. Dave Blair seconded the motion and it passed by a unanimous voice vote. Timothy Bruce made a motion to purchase the additional 25 Remote Read Only, the motion was seconded by Dave Blair and passed by a unanimous voice vote.

PFAS The Manager reported on the new DEP mandate requiring quarterly testing for two Perfluoroalkyl substances (PFAS) in public drinking water. The tests are for Perflourooctanoicacid (PFAO) and Perflourooctanesulfonicacid (PFOS). The quarterly testing cost is quoted at \$682.00 per test. A terms and conditions agreement must be entered between the Borough and the lab conducting the test. Steve Lambert made a motion to approve the cost. The motion was seconded by John Raub and passed by unanimous voice vote. Steve Lambert made a motion authorizing the manager to sign the terms and conditions agreement. The motion was seconded by Chris O'Connor and passed by unanimous voice vote.

WQM The water quality management (WQM) permit for replacement of the grit removal system and construction of a conveyor containment building at the waste water treatment plant has been approved by DEP. Dave Blair made a motion to enter an agreement with Larson Design to prepare bidding

specifications and to advertise for bids to complete the project. The motion was seconded by John Davis and passed by unanimous voice vote.

BIDDING THRESHOLDS 2024 The manager informed Council that the bidding thresholds for 2024 increased by 3% over 2023. Below \$12,600 no formal or written/telephonic requirements. Between \$12,600 and \$23,200 (3) written / telephonic quotes are required. Over \$23,200 requires formal bidding.

ENGINEERING RETAINER LDG Dave Blair made a motion authorizing the manager to sign a retainer agreement between the Borough and Larson Design Group (LDG) designating LDG as the Borough's Municipal Engineer. The motion was seconded by Chris O'Connor and passed by unanimous voice vote.

POLICE PENSION After consultation with the Police Pension actuary and the C&N banks financial advisor the manager informed Council that the long-range interest rate assumption for the plan going forward would be 5.45%. The current rate used when calculating the Minimum Municipal Obligation (MMO) is 7%. Lowering the assumption to 6% when calculating the MMO could result in an increased eligibility for additional state aid starting in 2025. Timothy Bruce made a motion to change the assumption from 7% to 6% going forward. The motion was seconded by Dave Blair and passed by unanimous voice vote.

2024 MEETING DATES/TIME/LOCATION Dave Blair made a motion to keep the meeting date, time and location the same for 2024 as it has been in 2023. Last Thursday of each month at 3:30 PM in the Sale Barn Areana. The motion was seconded by Chris O'Connor. Following a brief discussion President Hodlofski asked for a roll call vote with the following result: Davis yes, Blair yes, Hodlofski yes, Raub no, Lambert no, Bruce no, O'Connor yes.

Meeting Adjourned 4:30 PM

Respectfully Submitted

Daniel J. Close
Manager/CAO

TROY BOROUGH
Bank Account Register

GENERAL FUND CHECKING

December 29, 2023 - January 22, 2024

Date	Reference	Payee ID	Description	Checks/ Payments
01/03/24	23323	DWP	DON WHITE PAYROLL SERVICES	8,450.33
01/03/24	23324	CIT	C & N BANK (NON-UNIFORM PENSION)	299.13
01/03/24	23325	GPU	PENELEC	1,202.99
01/03/24	23326	DAI	THE DAILY REVIEW	46.00
01/03/24	23327	WDI	WATSON DIESEL, INC.	995.37
01/03/24	23328	ESC	EXETER SUPPLY CO, INC	271.14
01/03/24	23329	BP	BRADCO PRINTERS, INC	85.00
01/03/24	23330	LBW	L/B WATER SERVICE INC	3,071.10
01/03/24	23331	NTS	NORTHERN TIER SOLID WASTE	1,209.82
01/03/24	23332	BLU	USA BLUE BOOK	438.53
01/03/24	23333	VER	VERIZON WIRELESS	168.37
01/03/24	23334	CCARD	CARDMEMBER SERVICES	72.91
01/03/24	23335	HOO	HOOVER HARDWARE	395.53
01/03/24	23336	SEL	SELECTIVE INSURANCE	17,005.00
01/03/24	23337	TRIT	TRITECH SOFTWARE SYSTEMS	3,283.88
01/03/24	23338	NTS	NORTHERN TIER SOLID WASTE	118.00
01/03/24	23339	BLU	USA BLUE BOOK	1,212.54
01/03/24	23340	DWP	DON WHITE PAYROLL SERVICES	7,693.90
01/03/24	23341	WDI	WATSON DIESEL, INC.	473.98
01/09/24	23342	GPU	PENELEC	1,525.35
01/09/24	23343	GPU	PENELEC	30.28
01/09/24	23344	GPU	PENELEC	54.91
01/09/24	23345	GPU	PENELEC	154.44
01/09/24	23346	GPU	PENELEC	250.00
01/09/24	23347	GPU	PENELEC	58.21
01/09/24	23348	GPU	PENELEC	1,561.68
01/09/24	23349	DANDY	DANDY MINI MARTS, INC.	1,007.98
01/09/24	23350	FAIR	PACE ANALYTICAL SERVICES, LLC	917.00
01/09/24	23351	SOE	SWIFT OFFICE EQUIPMENT, INC.	50.00
01/09/24	23352	UGI	UGI UTILITIES, INC	153.86
01/09/24	23353	UGI	UGI UTILITIES, INC	52.00
01/09/24	23354	UGI	UGI UTILITIES, INC	247.81
01/09/24	23355	BEN	PENNSYLVANIA MUNIC. HEALTH INS. COOP	9,959.59
01/09/24	23356	BEN	PENNSYLVANIA MUNIC. HEALTH INS. COOP	10,210.24
01/09/24	23357	BCTC	BRADFORD CO TAX COLLECTION	35.49
01/09/24	23358	BLEE	BOB LEE-CLEANING PARKING SPOTS	2,750.00
01/09/24	23359	FRO	FRONTIER COMMUNICATIONS	150.43
01/09/24	23360	EMP	EMPIRE ACCESS	39.08
01/09/24	23361	EMP	EMPIRE ACCESS	79.08
01/11/24	23362	PNP	PUMP n PANTRY, INC.	26.23
01/11/24	23363	TEAM	TEAMSTERS LOCAL #118	53.00
01/11/24	23364	YCG	YCG, INC	450.00
01/11/24	23365	PRWA	PENNSYLVANIA RURAL WATER ASSOC	300.00
01/11/24	23366	STIF	STIFFLER, MCGRAW & ASSOCIATES, INC.	7,655.20
01/11/24	23367	STIF	STIFFLER, MCGRAW & ASSOCIATES, INC.	11,827.74

01/11/24	23368	DWP	DON WHITE PAYROLL SERVICES	9,204.15
01/19/24	23369	OSC	OSCOLUWA ENGINE & HOSE CO., INC.	4,756.25
01/19/24	23370	ONEAM	AMERICAN UNITED LIFE INS. CO.	303.32
01/19/24	23371	GPU	PENELEC	2,683.88
01/19/24	23372	DAI	THE DAILY REVIEW	147.96
01/19/24	23373	BLEE	BOB LEE-CLEANING PARKING SPOTS	3,500.00
01/19/24	23374	QUI	QUILL CORPORATION	479.36
01/19/24	23375	WDI	WATSON DIESEL, INC.	200.40
01/19/24	23376	FAIR	PACE ANALYTICAL SERVICES, LLC	532.20
01/19/24	23377	DWP	DON WHITE PAYROLL SERVICES	8,093.46
01/19/24	23378	UNIV	UNIVAR USA INC	3,568.80
			Totals	129,562.90

TROY BOROUGH
Bank Account Register

HIGHWAY AID CHECKING

December 29, 2023 - January 22, 2024

Date	Reference	Payee ID	Description	Checks/ Payments
01/19/24	1238	ARS	AMERICAN ROCK SALT COMPANY LLC	3,261.65
			Totals	3,261.65

NAWSC

National Water Specialties Company

Executive Summary of the NAWSC

Cross-Connection Control Administration and Backflow Prevention Program

- NAWSC provides Cross-Connection Control (CCC) and Backflow Prevention (BFP) Administrative Services for utility, municipal, and privately-owned water distribution systems to support enforcement of their cross-connection control programs. These programs are required under Federal and State Law.
- NAWSC offers a complete start-to-finish outsourcing solution, from sending compliance notices to tracking final compliance results for water service providers who wish to maintain an effective CCC program for their system to protect their customers and water supply but are not equipped to handle all aspects of the program cost-effectively.
- NAWSC has the experience and provides these services to numerous water systems of all sizes and configurations throughout the country.
- NAWSC provides these services to local water authorities and systems **at no cost to the authority or the municipality for the entire period for which NAWSC administers your program. There are no hidden costs, no administrative fees or fees of any sort to the authority or municipality. NAWSC generates its revenues from the testers that upload their test results into the proprietary and secure NAWSC system.**
- NAWSC is focused on providing efficient cross-connection control and backflow prevention services to make sure that your system is compliant and stays compliant with the US EPA and the individual state statutes and local ordinances, regulations and mandates in this area.
- NAWSC Provides all the following services at **no-cost** to your system:
 - o **Ordinance/Policy Development with Public Education**
 - NAWSC can help develop one that works best for your system. As a water provider, this is the first step towards proper cross-connection control enforcement. NAWSC will also provide educational material for water consumers on the dangers of inadequate cross-connection control and the importance of becoming compliant with cross-connection control and backflow prevention laws.

NAWSC

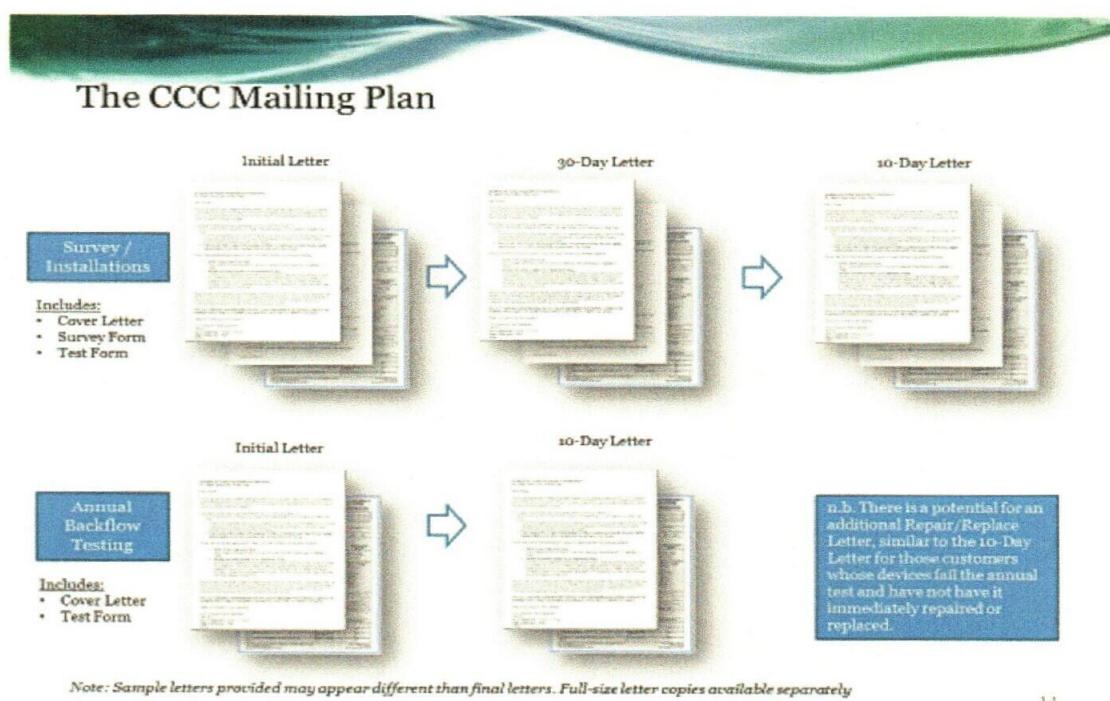
National Water Specialties Company

- **Survey to Identify Cross-Connections**

- One of the first steps in enforcing a program is to determine where real or potential hazardous cross-connections exist. It is from this effort that we identify who should have proper backflow prevention devices installed and begin to notify them of the need (and importance) of compliance with the law.

- **Compliance Notification Mailings**

- This is the backbone of the NAWSC CCC program. NAWSC has an established mailing process designed to handle CCC compliance mailings up to shut-off postings for non-compliance. NAWSC will work with you to create the most appropriate compliance notices for your system. Once the designs are set -- you leave the printing, mailing, and postage up to us!



- **Tracking Technician Licensing and Test Equipment Calibration**

- NAWSC keeps track of who is installing and testing backflow devices in your system. We make sure that the testers' certifications are current and valid and that the testers' equipment is calibrated yearly and up to date with the latest cross-connection control standards.

NAWSC

National Water Specialties Company

○ **Tracking Compliance Results and Reporting**

- Using state-of-the-art software NAWSC tracks your water system's compliance program year after year. This technology allows us to provide the most up-to-date and thorough compliance information for your water system down to the individual customer level.
- NAWSC prepares and sends to you all the reports you need for monitoring compliance at an agreed upon frequency. All test records are electronically scanned and archived saving you valuable time and space.
- Only NAWSC offers compliance tracking of your cross-connection program in REAL-TIME employing its CCC - S.M.A.R.T. (Cross Connection Control System Management Awareness in Real Time) technology. Should a backflow event, like a water-main break, ever occur – you will have immediate status awareness of every backflow valve in your system down to the individual customer and valve level.



○ Customer Service

- Our bilingual Customer Service Representatives provide centralized administrative support to water providers, water customers, and backflow device technicians. NAWSC Customer Service Representatives are available Monday through Friday by phone, email, and fax to answer questions and deliver results.

NAWSC

National Water Specialties Company

o Customization

- Customize as much or as little as you like. NAWSC runs your program under your logo and information to achieve outstanding compliance levels.

o Price

- Our program is designed to provide these services at no cost to the water service provider.

o Additional Benefits

- Our Customers receive additional benefits beyond a compliant backflow prevention program. For example, the **Identification of Lost Water** – NAWSC routinely is able to identify areas of “Low Psi” that is not attributable to topographical changes or other design factors. This report usually identifies leaks in the system that might not yet be known to the water provider.

LOW PSI REPORT												
2/12/2021												
Multiple tests on street below 10 psi												
ClientName	StreetName	City	Zip	SlowPsiTests	#StreetTests	LowTestAveragePsi	StreetAveragePsi	CitywideAveragePsi	LowestCity	HighestCity	StreetMinCity	StreetMaxCity
PA_SEPA	BALTIMORE PKW	SARASOTA	34236	7	94	53	54	63	27.8	78.3		
PA_SEPA	VALLEY FORGE RD	KING OF PRUSSIA	19066	2	1	35	35	87	52.1	40.2		
PA_SEPA	GLEN ABBOR CT	KING OF PRUSSIA	19066	4	27	23	52	87	26.4	59.8		
PA_SEPA	KENMORE LN	MEDIA	19063	6	9	33	40	72	45.8	35.5		
PA_SEPA	STATE ST	MEDIA	19063	2	17	34	48	72	47.2	36.7		
PA_SEPA	W BALTIMORE PKW	MEDIA	19063	4	39	36	56	77	36.1	91.7		
Multiple tests on street below 50% of city pressure												
ClientName	StreetName	City	Zip	SlowPsiTests	#StreetTests	LowTestAveragePsi	StreetAveragePsi	CitywideAveragePsi	LowestCity	HighestCity	StreetMinCity	StreetMaxCity
PA_SEPA	ALLENDALE RD	KING OF PRUSSIA	19066	1	24	40	102	37	46	12.1		
PA_SEPA	AV-17CH DR	KING OF PRUSSIA	19066	2	9	40	50	87	46	57.5		
PA_SEPA	BALTIMORE PKW	SPRINGFIELD	19066	3	32	39	54	87	42	78.3		
PA_SEPA	BETHESDA M PKW	FLOURTOWN	19031	12	23	50	68	123	42.7	67.5		
PA_SEPA	COPPER LN	FLOURTOWN	19031	2	4	57	85	123	46.5	69.5		
PA_SEPA	DESK CREEK DR	KING OF PRUSSIA	19066	2	19	41	66	87	47.1	79.9		
PA_SEPA	VALLEY FORGE RD	KING OF PRUSSIA	19066	2	2	35	35	87	45.2	40.2		
PA_SEPA	RAYETTE ST	CONGERSHOPITA	19233	2	56	37	70	92	43	85.5		
PA_SEPA	GLEN ABBOR CT	KING OF PRUSSIA	19066	6	17	28	52	87	32.2	59.8		
PA_SEPA	KENMORE LN	MEDIA	19063	6	19	33	46	72	45.8	35.6		
PA_SEPA	KING RIDGE RD	KING OF PRUSSIA	19066	2	3	40	46	87	45	52.9		
PA_SEPA	JAMMASTERS AVE	MALVERN	19355	9	25	27	78	124	44.1	76.5		
PA_SEPA	VALLEY FORGE	JOHNSONTOWN	19331	3	57	44	77	92	45.8	61.5		
PA_SEPA	MEMLIN RD	NEWTON SQUARE	19073	2	10	40	59	82	47.6	38.3		
PA_SEPA	W WILLOW LN	WEST CONSHOHOCKEN	19438	4	22	36	54	84	42.9	54.7		
PA_SEPA	S MEDIAN LN RD	NEWTON SQUARE	19073	1	2	48	48	84	42.6	27.5		

o Efficiency

- NAWSC will be ready to begin implementation of your program within three (3) weeks of approval of the mailing templates.

Please contact me today with any questions of for further information concerning our program.

Brian J. Preski, President
National Water Specialties Company
Email: bpreski@pawsc.com

Phone # 570-655-8633
Cell# 215-740-7095

DRAFT and PROPOSED

PROFESSIONAL SERVICES AGREEMENT

for

Cross-Connection Control Administrative Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into as of the 8th day of August 2023 (the "Effective Date") by and between -----, with offices located at -----, (the "Authority") and National Water Specialties Company, a Pennsylvania corporation with offices located at 141 Rear South Main Street, Pittston, PA 18640 (NAWSC).

Background

- A. The United States Environmental Protection Agency (EPA) and regulatory agencies in various states define a "cross-connection" as any point in the water supply system where non-potable, or non-drinkable, water can be introduced to potable or clean sources. All service lines connected to public water systems are therefore potential "cross-connections".
- B. The Authority's water distribution system is designed to ensure that water flows from the water main through a service line to the premises of its customers. Certain conditions—such as frozen pipes, a water main break, or even extreme and unexpected demand on the system—can cause water pressure to fail. When that happens, water from customer service lines can flow back into the distribution system, potentially contaminating the local public water supply, and thereby creating a hazardous situation which is commonly referred to as "backflow."
- C. To avoid such dangerous incidents, and as a matter of public safety, federal and state laws require certain customers to install backflow prevention ("BFP") assemblies on their water services and to test and maintain these assemblies periodically.
- D. Accordingly, the Authority is responsible for adopting and implementing a Cross-Connection Control ("CCC") Program to survey the water distribution system and communicate with customers to determine the existence of cross-connection hazards and to enforce rules for the customers to install BFP assemblies and have those assemblies tested on a regular basis.
- E. NAWSC is knowledgeable about state and federal CCC Programs requiring installation, testing and maintenance of BFP assemblies and can provide the professional day-to-day administration, tracking and record-keeping functions of a properly established CCC Program.
- F. The Authority desires to enter into an agreement with NAWSC to obtain the professional services available from NAWSC for the administration of a CCC Program as set forth hereinafter in this Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants contained herein, and intending to be legally bound, hereby agree as follows:

1. Program Implementation.

The Authority has adopted, or will adopt, a CCC Program by Ordinance or Resolution. The CCC Program will include the following activities:

- a. designating a key employee or representative responsible for implementation of the CCC Program;
- b. communicating with customers and providing education material about the purpose of the CCC Program;
- c. determining which customers currently have BFP assemblies installed and whether those assemblies are being tested on a regular basis;
- d. requesting customers to self-identify from the education material circumstances on their premises that would require a BFP assembly;
- e. conducting on-site surveys to identify potential hazards that require BFP assemblies;
- f. requiring the installation of BFP assemblies and the statutorily required testing of those assemblies once installed;
- g. tracking the installations and test results in an accessible database;
- h. preparing reports on the status and progress of the CCC Program; and
- i. terminating water service to customers who do not comply with the installation and testing requirements of the CCC Program.

In order to assist the Authority with the CCC Program, NAWSC will provide those administrative services as specified in the following section on Scope of Work ("Services"). NAWSC will have the exclusive right to provide those Services. Unless the Authority receives prior written agreement from NAWSC, the Authority shall not appoint any other third-party contractor to provide those Services.

The Authority and NAWSC shall each appoint a key employee or representative to coordinate the Services set forth in this Agreement. Should the key contact for a party change, that party shall notify the other party of such changes in writing.

At the request of NAWSC, the Authority shall notify its customers that the Authority has entered into an Agreement for NAWSC to provide CCC administration Services and that NAWSC will be contacting customers to ascertain whether backflow assemblies have been installed and are being regularly tested and to remind customers of the need to install and test such assemblies to eliminate hazards identified by the Authority.

2. Scope of Work.

NAWSC will provide the following core Services for the CCC Program:

- a. prepare test reports and installation reports that shall be used by customers and their certified testers when submitting information into NAWSC's database;
- b. provide a website portal by which test results can be submitted in electronic form to the NAWSC database for a fee;
- c. track the installation of BFP assemblies and test results in an accessible database;
- d. record the name of the customer and the tester;
- e. notify customers when a test or re-test is due;
- f. prepare reports on the status and progress of the CCC Program;

- g. notify the Authority when a customer is not in compliance, so that the Authority can implement enforcement measures, including service termination; and
- h. provide customer service regarding the installation and testing of BFP assemblies, with regular office hours between Monday and Friday, where representatives can be contacted by phone or e-mail; and
- i. in order to ensure that the Authority's water supply has been designed or constructed in a manner that does not create a cross connection, NAWSC will conduct a no-cost survey of the Authority's operating facilities, including but not limited to offices, treatment plants, well houses, to identify instances in which hazards are or need to be addressed within the Authority's water supply.

In addition, NAWSC will handle communications with customers, as requested by the Authority to include the following activities:

- j. communicating with customers and providing the Authority's general education material about the purpose of the CCC Program;
- k. notifying customers to submit installation and test results directly to NAWSC for entry into the tracking database; and
- l. requesting customers to self-identify circumstances on their premises that would require a BFP assembly.

NAWSC is hereby authorized, permitted and empowered to contact the Authority's customers by letter, in person, via e-mail, fax, telephone or other electronic means as necessary for NAWSC to perform its duties under this Agreement.

To accomplish the foregoing, NAWSC will undertake the following tasks to help implement and administer the CCC Program:

- m. Kick-off Meeting and Work Plan Preparation. NAWSC shall provide a Work Plan to the Authority to document NAWSC's approach for achieving the project objective and proposed work schedule. The Work Plan shall outline how the required tasks will be implemented, and shall identify the personnel, facilities, and materials required to plan and conduct project tasks. The Work Plan shall be discussed during a Kick-Off Meeting to coordinate the upcoming Services.
- n. Share and Develop Sample Letters for Customers. The parties shall compare letters and communications that are already being used and develop updated communication documents for communication with the Authority customers.
- o. Customer Data Collection. The Authority shall provide customer information to NAWSC, within ninety (90) days, so that NAWSC can populate its database and begin the record-keeping process. Customer information may include address, meter number, historic water usage, existence of BFP assemblies, and other data reasonably requested by NAWSC.
- p. Tracking Test Results through Database Management. NAWSC shall manage and store customer data collected during activities performed under this Agreement and conveyed to NAWSC from the Authority or via direct customer contact. NAWSC shall utilize its CCC database to document results of activities related to compliance with the Authority's CCC Program. Such database shall include the following information:

- i. Location of all BFP assemblies and meters. The Authority shall provide information to NAWSC including a list of all known BFP assemblies and water meters, which shall be updated on a regular schedule. NAWSC shall also update this database, from time to time, with information developed during the term of this Agreement.
- ii. Maintain and update electronic database inventory of BFP assemblies and meters. NAWSC's database shall be utilized to document results of activities related to BFP assemblies. NAWSC shall develop forms to be used for BFP inventory, inspection, and testing and submit same to the Authority for discussion and review.

q. Customer Service. NAWSC shall provide customer service regarding the installation and testing of BFP assemblies, with regular office hours between Monday and Friday, where representatives of NAWSC can be contacted by phone or e-mail to answer questions from customers, explain the testing process, and arrange for the submittal of test results to show that proper installation and testing has been accomplished.

r. Reporting. NAWSC shall generate compliance reports that describe the work completed under this Agreement. Compliance reports shall indicate on a monthly basis the number of accounts due for survey / installation, the number of customers compliant with the survey / installation due date, the percent of compliant customers with the survey / installation due date, the number of accounts due for testing, the number of customers compliant with the test due date, and the percent of compliant customers with the test due date. NAWSC shall provide electronic copies of compliance reports to the Authority.

3. Compensation for Services.

In the normal course, the Authority will not pay NAWSC for the core Services that are outlined in the Scope of Work. Compensation to NAWSC shall be provided by a properly certified person or Authority that installs a backflow assembly and/or performs a test of a backflow assembly when those results are submitted to NAWSC for review and entry into the database as further described below.

An administration fee ("Administrative Fee") will be paid by the tester upon submission of the test results to NAWSC. For the first year of the Agreement, the Administrative Fee shall be \$17.00 per entry for electronic submissions through the specified Web-Portal; paper or other non-electronic submissions shall be \$25.00 per submission. The Administrative Fee may be increased by NAWSC for subsequent years, but the increase shall not exceed an increment of \$1 per year for each subsequent year.

Once a customer is identified as non-compliant and the Authority, after 90 days of providing notices to customer, determines not to initiate or otherwise does not initiate termination or shut-off proceedings, the Authority shall pay NAWSC the amount of Administrative Fee for each potential connection for which the Authority does not initiate such termination or shut-off procedures.

If the Authority wishes NAWSC to provide additional services beyond the core Services outlined in the Scope of Work, NAWSC is willing to perform additional agreed-to services ("Additional Services") at a

separate fee to be negotiated between the parties. Additional Services may include system surveys, review of Authority well stations and facilities to determine the level of backflow protection needed, assistance in drafting enabling resolutions for the CCC Program, the training of Authority personnel, the training and certification of outside testers, and other work related to the integrity of the water distribution system, including leak detection assessments.

4. Responsibilities of the Authority.

The Authority shall be responsible for the enforcement of the CCC Program, the elimination of known hazards, the termination of water service for non-compliance, and for all aspects of the CCC program that are not assigned to NAWSC.

To facilitate the work of NAWSC, the Authority agrees to undertake the following activities:

- a. Provide NAWSC with customer data requested by NAWSC in an electronic format appropriate for NAWSC to perform its Services under this Agreement.
- b. Advise NAWSC of the customers who have cross-connections or other potential contamination hazard which has been identified during the initial inspection survey or the periodic re-inspection surveys.
- c. Require its customers, at their expense, to properly install, test, and maintain any BFP assembly required. Test results are to be prepared and electronically submitted to NAWSC by the tester, not the Authority.
- d. As noted above, an Administration Fee will be paid by the certified tester upon submission of the test results to NAWSC.
- e. Insure that if a customer fails to comply with the CCC Program, the Authority shall enforce its rules and regulations including terminations of service or, if circumstances allow, properly install, test, and maintain an appropriate BFP assembly at the service connection.
- f. Acknowledge and agree that NAWSC is providing administrative assistance for the coordination and record-keeping aspects of the CCC Program and that NAWSC is not responsible or liable for program enforcement, mistakes made by testers, cross-connections on the system, and other circumstances beyond the control of NAWSC.
- g. The Authority hereby agrees to defend, indemnify and hold harmless NAWSC, its officers, directors, employees and affiliated companies, from and against any and all liabilities, losses, damages, claims or causes of action, and any related expenses (including reasonable attorneys' fees) that arise directly or indirectly, from the Authority's or its agents' performance or responsibilities under this Agreement, provided that nothing herein shall be construed to require the Authority to indemnify NAWSC for the sole negligent or intentional acts of NAWSC or its employees.
- h. For other systems that the Authority acquires during the term of this Agreement as a result of a growth in territory or acquisition who are not current customers of NAWSC, the Authority shall provide customer information from the acquired system to NAWSC within ninety (90) days after the Settlement Date of the acquisition, in a form mutually agreed to by the parties so as to enable NAWSC to populate its database and begin the record-keeping process. Customer information

contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the Authority, now or in the future, apply to NAWSC and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

- f. Amendments; Waivers. This Agreement may not be amended except by an instrument in writing, signed by both of the parties. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.
- g. Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.
- h. Attorneys' Fees. If any legal action, arbitration, or other proceeding is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the Effective Date.

National Water Specialties Company

Signature: Brian J. Preski, President

Signature

Date

Title

Date

WATER WORKS METROLOGY, LLC

Prepared for: Borough of Troy
Re: Q-145500 - (18) - 5/8" x 3/4" RDM

Attn: Tina Randall
Quote #: TIM01051010

Friday, January 5, 2024

This quote represents our interpretation of the plans & specifications and is offered as an aid to bidding only. Customers should verify all materials & quantities before bidding or ordering.

Special order material & other non-stock items may be non-returnable or subject to cancellation charge. They must be shipped to the customer within 30 days of receipt by our company.

Prices are effective if:

Ordered by: 02/04/2024

Shipped by: 03/05/2024

All material is subject to price change to reflect any price increases from our manufacturers, especially due to force majeure.

Our company is not responsible for delivery delays, cancellations or price increases resulting from any cause beyond our control. These include, but are not limited to: manufacturers' shortages, availability, or timeliness of transportation, materials, fuels or supplies.

This quote is not a contract to supply material or guarantee of product availability.

Tina Randall
Print Name
Tina Randall
Signature

1-5-24
Date

WATER WORKS METROLOGY, LLC

Quotation

1425 Rock Quarry Rd. Ste 106

Raleigh, NC 27610

(919) 301-8466

tyoung@waterworksmetrology.com

Prepared for:

Borough of Troy

ATTN: Tina Randall

RE: Q-145500 - (18) - 5/8" x 3/4" RDM

Date: 1/5/2024

Order by: 2/4/2024

Ship by: 3/5/2024

Prepared by: Tim Young

Quote #: TIM01051010



WATER WORKS METROLOGY, LLC

1425 Rock Quarry Rd, Ste 106
Raleigh, NC 27610
(919) 301-8466
tyoung@waterworksmetrology.com

Quotation

Date: 1/19/2024
Order by: 2/18/2024
Ship by: 3/19/2024
Prepared by: Tim Young

Prepared for:
Borough of Troy
ATTN: Tina Randall
RE: 5/8" x 3/4" 420 Me-8 meter quote

Quote #: TIM01191531



39 Spruce Street
East Longmeadow, MA 01028
Phone: 413-525-2332
Fax: 413-525-6405

Quote Prepared for:

Troy Borough
7168 U.S. Route 6
Troy, PA 16947
United States

Daniel Close
570-297-2966
danclose@troyborough.com

Pace® Contact Information

Account Executive
Thomas Harpster
thomas.harpster@pacelabs.com
(814) 935-8085

Project Manager

Project Information

Quote Name 00153117 - TroyBorough_PFAS_DW_20240110
Quote Number 00153117
Standard TAT: 15 Business Days
Project Location PA
Special Instructions PFAS testing provided by Pace New England.
Any required field QC samples are billable.
Site specific info: Samples are drinking water
and FRBs.
Required PFAS compound list: EPA 537.1-
PFOA and PFOS are noted on the
questionnaire. Full list of 18 compounds is
available at the same cost.

Created Date 1/10/2024
Expiration Date 3/30/2024
Project Duration Quarterly 2024
Shipping Information Container shipment provided by Pace via FedEx
Ground. Return sample shipping provided by
Client.
Report Level Level II
EDD Requirements: NA
Certification PA
Requirements

Payment Information

Is P.O. Required for Unknown
Payment?

Minimum Laboratory Fee

\$275

Quote Details

Quantity	Method	Product	Sales Price	Sub-Total	Total-Price
1.00	EPA 537.1	PFAS (drinking water or DW source water only)	\$319.00	\$319.00	\$319.00
1.00	EPA 537.1	PFAS Field Reagent Blank: same compounds required for sample at same Pace lab	\$319.00	\$319.00	\$319.00
2.00		Sample Disposal (per sample)	\$7.00	\$14.00	\$14.00
1.00		Environmental Impact Fee (Per Invoice)	\$30.00	\$30.00	\$30.00



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Grand-Total \$682.00

Additional Pricing Considerations:

If you have specific questions about any conditions noted below, please contact your Pace Analytical Representative.

- Unless accepted, signed and returned, or unless noted above, proposal expires 60 days from Created Date above.
- Quoted prices include standard Pace Analytical QA/QC, reporting limits, compound lists and standard report format unless noted otherwise.
- If project specific MS/MSD samples are submitted, they may be billable.
- Volatile soils need to be frozen within 48 hours of collection. To facilitate this, they should be submitted to the lab within 40 hours of collection.
- TAT (Turn Around Time) is in working days unless otherwise specified above.
- To ensure requested TAT is available, please coordinate with your Pace Analytical representative at time of sample submittal.
- Any deviation from the above quoted scope of work, including sample arrival date and volume, may result in adjustment of prices.
- Please include Quote Number on Chain-of-custody to ensure proper billing.
- Pricing includes standard delivery of bottle/sample kits and coolers.
- Charges will apply for non-standard shipping and for projects where shipping exceeds 10% of the total analytical costs of the shipment.
- All air and air-related equipment charges (i.e. rental fees for unused, unreturned or damaged equipment, are detailed in the Pace® Canister Use Policy
- PACE RESERVES THE RIGHT TO SURCHARGE ON CREDIT CARD PAYMENTS BASED ON CARD TYPE AND ZIP CODE.
- PACE RESERVES THE RIGHT TO PASS ALONG ALL EXPEDITED SHIPPING FEES. A MINIMUM FEE OF \$100 PER COOLER MAY BE APPLIED.

Pace Analytical Terms and Conditions

These Standard Terms (Terms) govern all services that Pace Analytical _____ ("Lab") will perform on behalf of Troy Borough _____ ("Client"), and supersede any other written provisions (including purchase/work orders) related to the services, as well as all prior discussions, courses of dealing, and/or performance, unless a separate, executed agreement for the same or similar services already exists between the Lab and Client (collectively "the Parties"), or the Parties subsequently agree to terminate or amend these Terms, as allowed in Section 10 and 12, respectively.

1. Definitions:

Chain of Custody (COC): A document evidencing the collection, handling, delivery, etc. of a sample or Sample Delivery Group

Holding Time: The maximum amount of time a sample may be stored before being analyzed.

Sample Delivery Acceptance (SDA): The date and time when Lab officially receives a sample or Sample Delivery Group, as evidenced by either a notation on the Chain of Custody or an entry in the Lab's information management system (LIMS)

Sample Delivery Group (SDG): A set of samples normally shipped and reported to the Lab as a group.

Turnaround Time (TAT): The maximum allowable period within which Lab must report out its analytical testing results to Client, calculated from the date of SDA.

2. Client's Obligations:

a. To initiate Lab's services, Client must reference a quotation number (if applicable) and complete one of the following steps:

- Submit a completed purchase order by:
 - hand (i.e., in person)
 - mail, or
 - e-mail; or
- Place an order by:
 - telephone
 - e-mail, or
- delivering a sample (or SDG) to Lab and completing the COC

b. Subject to occasional, mutually agreed-upon exceptions, Client must give five (5) days' prior notice for each sample delivery and provide the following information:

- Name of the responsible project manager
- Name of the person submitting the sample
- Name/location of collection site
- Date and time of collection
- Specific testing being requested, and
- Sufficient details about reporting requirement(s).

c. Client shall also:

- Remain liable for any loss or damage to sample(s) until SDA (including that which may occur as a result of third-party shipping delays)
- Pay all invoices in full on a net 30 basis or as otherwise agreed in writing



- iii. Notify Lab about any disputed charges or results within 30 days of receiving applicable invoice
- iv. Reimburse Lab for any costs* related to delinquent payments
- v. Demonstrate its (or, if applicable, the Prime Client's) credit worthiness by accessing the following link: <https://www.pacelabs.com/my-account.html> and clicking on "Client Profile Information." (Note: Client must pre-pay for services pending completion of this process and Lab's approval of a credit line.)
- vi. Pay for any services it orders on any already analyzed sample
- vii. Obtain Lab's written consent before assigning billing or payment of Lab services to any third party. (failure to do so shall mean Client remains responsible for the payment of any outstanding balance)
- viii. Refrain from using any of Lab's supplies (e.g., containers) in connection with any non-Lab work
- ix. Ensure that any sample(s) containing any known hazardous substance is (are) labeled, packaged, manifested, transported, and delivered to Lab in accordance with all applicable regulations. (No SDA of any "high hazard" sample can occur without Lab's express permission.)
- x. Obtain Lab's prior written consent before publishing Lab's name and/or any data
- xi. Reimburse Lab for any out-of-scope services and related expenses (e.g., defending its analytical results or responding to a subpoena for documents and/or expert testimony)
- xii. Excuse Lab for any failure or delay in its performance caused by someone or something outside its control, e.g., a third party or "Force Majeure" event or circumstance, such as natural disasters or government shutdowns; and
- xiii. Accept responsibility for any claims, damages, losses, expenses*, etc. to the extent caused by Client's: breach of these Terms; negligence or willful misconduct (includes Client's use of Lab data for anything other than the specific purpose for which it was intended), or violation of applicable laws.

3. Lab's Obligations:

Lab shall:

- a. Perform its services in accordance with generally accepted analytical and environmental laboratory practices and professionally recognized standards.
- b. Identify on quotation if services will be sent to another Lab location or to a third party.
- c. Promptly notify Client of any:
 - i. Missing sample or otherwise compromised sample(s)
 - ii. Significant delays or other issues affecting Lab's services, or
 - iii. Subpoena or similar demand for Lab compliance
- d. Maintain high-quality services.
- e. Prepare and keep accurate records.
- f. Obtain/maintain any permit(s), license(s), or certification(s).
- g. Charge its fees on a net 30 basis (unless otherwise agreed).
- h. Impose a one and one half percent (1.5%) per month late charge on any unpaid balances.
- i. Assess a two and one half percent (2.5%) surcharge on any payments made by credit card. (Client can avoid this charge by paying with a debit card, an e-check/check by phone, a wire transfer, or an ACH payment.)
- j. Invoice Client for each sample or SDG as reported.
- k. Assume risk of loss or damage to any Client sample(s) upon SDA.
- l. Initiate analysis within established holding times – so long as SDA occurred within 48 hours of collection or the first half of the maximum allowed holding time.
- m. Indemnify Client for any claims, damages, losses, expenses*, etc. to the extent they were caused by Lab's breach of these Terms, negligence or willful misconduct, or the negligence and willful misconduct of persons for whom Lab is legally responsible.
- n. Warrant the results, with the express understanding that this warranty is exclusive and does not extend to any merchantability or fitness for a particular purpose.

4. Lab's Discretionary Actions:

Lab may:

- a. Cease all services, including any release of data, if Client does not pay as agreed
- b. Reject or rescind any SDA if Lab decides sample poses any risk or hazard.
- c. Charge or bill Client directly for:
 - i. Any supplies (including containers) that are not used or returned
 - ii. Expedited outbound/return shipping for any sample that is not time-sensitive
 - iii. Disposal of any air samples that have not been reclaimed within seven (7) days of Lab's SDA thereof
 - iv. Disposal of any other sample not been reclaimed within 21 days of Lab's SDA thereof, or as otherwise required
 - v. A minimum fee for invoicing and/or handling any sample
 - vi. A sample that underwent SDA, but was not analyzed, at Client's direction
 - vii. Additional shipping and handling as deemed necessary
 - viii. Change in scope and/or rescheduling fees
 - ix. Minimum fees or additional surcharges as necessary
 - x. Reasonable attorneys' fees
 - xi. Project resampling related to missed deliveries, etc.
 - xii. Off cycle pricing increase dictated by the market
 - xiii. Any request for re-analysis following release of the report if the results are within the variability of the method (or acceptable parameters)
- d. Return unused portions of samples found or suspected to be hazardous to Client, at Client's cost.



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- e. Retain Client's unreleased data and/or cancel Client's web portal access pending payment in full.
- f. Increase prices on an annual basis to support market-driven cost-increases.

5. Multiple Dilutions: Lab will report a single value for each analyte based on the most appropriate analysis or dilution for that analyte. Based on general screening where appropriate, samples will be reported on a dilution-only basis due to concentrations of target analytes present. Lab may attempt a 10-fold more concentrated analysis if practicable. Client may also request and pay for additional dilutions if practicable.

6. Dry Weight Correction / Percent (%) Moisture: Consistent with all applicable reporting methods, Lab will automatically analyze any solid sample (soil) for % moisture to allow for dry weight correction and charge accordingly. If "wet weight" reporting is requested by the client or the regulatory agency, Lab will maintain the charge for dry weight correction even if the results were not corrected for the applicable reporting criteria.

7. Confidentiality: The Parties agree that they will take all reasonable precautions to prevent the unauthorized disclosure of any proprietary or confidential information of each other and that they will not disclose such information except to those employees, subcontractors, or agents who have expressly agreed to maintain confidentiality.

8. Governing Law: These Terms shall be construed and interpreted pursuant to the laws of the State of Minnesota without giving effect to the principles of conflicts of law thereof.

9. Term: The Parties shall perform the services identified in the applicable purchase order or other agreement until completed or terminated in accordance with Section 10 below.

10. Termination:

- a. Either party may terminate these Terms upon 30 days' prior written notice.
- b. Lab may immediately terminate for any breach by Client, including its failure to pay within 60 days of Lab's dated invoice.

11. Limitation of Liability:

- a. If a court of competent jurisdiction finds that Lab failed to meet applicable standards and if Client suffers damages as a result, Lab's aggregate liability for its negligence or unintentional breach of contract shall not exceed the total fee paid for its services.
- b. This limitation shall not apply to any Client losses arising from Lab's negligence or willful misconduct, so long as Client:
 - i. Notifies Lab of any issue within thirty (30) days of receiving applicable invoice, and
 - ii. Allows Lab to defend its data, even to a regulatory agency that may have previously rejected same.
- c. Notwithstanding the foregoing, neither Lab nor Client shall be liable to the other for special, incidental, consequential, or punitive damages.

12. Amendment/Change Order: Any attempt to modify, vary, supplement, or clarify any provision of these Terms is of no effect unless reduced to writing and signed by both Parties.

13. Storage of Data: Following final report issuance, Lab will retain back-up data and final test reports for ten (10) years in a format from which the data and/or test report can be reproduced.

14. Intellectual Property: Lab shall retain sole ownership of any new method, procedure, or equipment it develops or discovers while performing services for Client pursuant to these Terms. Lab may, however, grant a license to the Client for its use of same.

15. Non-competition: Client shall not solicit or recruit any Lab personnel for at least 12 months following the termination of the services governed by these Terms.

16. Non-assignment: Neither party may assign or transfer any right or obligation existing under these Terms without prior written notice to the other party, except that Lab may freely transfer the services to another Lab location or, with Client's permission, subcontract the services to a third-party.

17. Insurance: Lab carries insurance with the limits of coverage as indicated below and will, upon Client's request, submit certificates of insurance showing same.

- a. General Liability - \$1,000,000 each occurrence; \$2,000,000 general aggregate;
- b. Personal and Advertising Injury - \$1,000,000;
- c. Automobile Liability - \$1,000,000 combined single limit;
- d. Excess Liability Umbrella - \$5,000,000 aggregate; \$5,000,000 each occurrence;
- e. Worker's Compensation Insurance - statutory limits; and
- f. Professional Liability \$5,000,000 aggregate, \$5,000,000 per claim.

18. Miscellaneous Provisions:

- a. In the absence of an executed agreement between the Parties, the SDA will constitute acceptance of these Terms by Client.
- b. The Parties may use and rely upon electronic signatures and documents for the execution and delivery of these Terms and any amendments, notices, records, disclosures, or other documents of any type sent or received in accordance with these Terms.
- c. The Parties are at all times acting and performing as independent contractors; neither one shall ever be considered an agent, servant, employee, or partner of the other.

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d. These Terms shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.
e. Lab's compliance with a subpoena or other order shall not violate any requirement for confidentiality between the Parties.
f. If any Term herein is invalidated or deemed unenforceable, it shall not affect the validity or enforceability of the other Terms.

IN WITNESS WHEREOF, Client and Lab have executed this Agreement through their duly authorized representatives as of the last date below:

[Client] Troy Borough

By: Daniel J. Close
Name: Daniel J. Close
Title: Manager / CAO
Date: 01/31/2024

Pace Analytical

By: _____
Name: _____
Title: _____
Date: _____

*May include reasonable attorney's fees

Quote Prepared by:

Prepared By Diane Anderson Email diane.anderson@pacelabs.com

New to Pace? Complete your Credit Application here!
Scroll down to "Client Profile Information"



January 3, 2024

Daniel Close
Troy Borough
49 Elmira Street
Troy, PA 16947-1230

Re: WQM Permit - Sewage
Troy Borough Sewer System STP
Permit No. 0800402 A-2
Authorization ID No. 1453552
Troy Borough, Bradford County

Dear Mr. Close:

Your Water Quality Management (WQM) permit amendment is enclosed. You must comply with all Standard and Special Conditions attached to this Permit. Construction must be done in accordance with the permit application and all supporting documentation. Please review the permit conditions and the supporting documentation submitted with your application before starting construction.

Please note that you are responsible for securing all other required permits, approvals and/or registrations associated with the project, if applicable, under Chapters 102 (erosion and sedimentation control), 105 (stream obstructions and encroachments) and 106 (floodplains) of DEP's regulations. Construction may not proceed until all other required permits have been obtained.

Enclosed is the "Water Quality Management Post Construction Certification" form. A Pennsylvania-registered Professional Engineer must sign and complete this form prior to startup of the facilities. You or your authorized representative must also sign the form. This certification and other post-construction documentation must be submitted to DEP within 30 days of completion of the project and must be received by DEP prior to commencing operation of the facilities.

Any person aggrieved by this action may appeal the action to the Environmental Hearing Board (Board), pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board's address is:

Environmental Hearing Board
Rachel Carson State Office Building, Second Floor
400 Market Street
P.O. Box 8457
Harrisburg, PA 17105-8457

TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, 800-654-5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

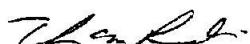
A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at <http://ehb.courtapps.com> or by contacting the Secretary to the Board at 717-787-3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717-787-3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.

During construction or upon completing construction, please contact Jonathan P. Peterman at 570.327.3689 or jopeterman@pa.gov so that an inspection of the facilities may be conducted, at DEP's discretion.

Sincerely,



Thomas M. Randis
Environmental Program Manager
Clean Water Program

Enclosures: WQM Permit, Post Construction Certification

cc: File
Larson Design Group

Application Type Amendment
 Facility Type Sewage
 WQM Type Treatment Plant

**WATER QUALITY MANAGEMENT PERMIT
INTERNAL REVIEW AND
RECOMMENDATIONS**

Application No. 0800402 A-2
 APS ID 1096100
 Authorization ID 1453552

Applicant and Facility Information

Applicant Name	<u>Troy Borough</u>	Facility Name	<u>Troy Borough Sewer System STP</u>
Applicant Address	<u>49 Elmira Street</u>	Facility Address	<u>49 Elmira Street</u>
	<u>Troy, PA 16947-1230</u>		<u>Troy, PA 16947-1230</u>
Applicant Contact	<u>Daniel Close</u>	Facility Contact	<u>Daniel Close</u>
Applicant Phone	<u>(570) 297-2966</u>	Facility Phone	<u>(570) 297-2966</u>
Client ID	<u>52769</u>	Site ID	<u>255788</u>
SIC Code	<u>4952</u>	Municipality	<u>Troy Borough</u>
SIC Description	<u>Trans. & Utilities - Sewerage Systems</u>	County	<u>Bradford</u>
PA Bulletin Date			

Purpose of Application Replacement of the existing grit removal system and installation of a new building.

Internal Review and Recommendations

BACKGROUND

Troy Borough's wastewater treatment plant utilizes a grit removal system that is upstream of the influent pump station. Due to the age and condition of the existing grit removal system, Troy Borough is proposing a replacement of the existing grit facilities.

ADMINISTRATIVE

DATE RECEIVED: 8/28/23

DATE ACCEPTED: 9/11/23

PA BULLETIN PUBLICATION DATE: Published upon issuance.

NEWSPAPER PUBLICATION DATES: N/A.

PPC PLAN: N/A.

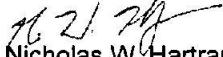
PROJECT DETAILS

Grit Removal Facilities

Troy Borough is proposing the removal of the existing grit classifier, grit pump, grit classifier room, associated equipment, and piping. The existing grit pump will be replaced in kind and in place. This pump is a 10 hp PISTA Turbo Grit Rotating Assembly model 4B2J. Intake piping to the existing pump will be retained for the new pump. A new gate valve will be installed in this portion of the piping. The existing piping from the pump to the classifier will be removed and replaced with new 4" diameter ductile iron pipe.

A new 10'x20' building will be constructed to house a new grit classifier. The grit classifier will be a Model 15 PISTA Grit Screw Conveyor and a Single 250 gpm concentrator. The drain piping from the separation unit will be connected back to the grit chamber.

-The grit removal systems were designed in accordance with Domestic Wastewater Facilities Design Manual (DWDFM) Section 53 – Grit Removal Facilities.

Approve	Return	Deny	Signatures	Date
X			 Jonathan P. Peterman / Project Manager	January 3, 2024
X			 Nicholas W. Hartranft, P.E. / Environmental Engineer Manager	January 3, 2024
X			 Thomas M. Randis / Program Manager	January 3, 2024

ADDITIONAL DISCUSSION / DETAILS

OTHER INFO: Project consultant is: Steven Rowe, P.E. (Larson Design Group)
Phone: (607) 444-9003

TIES TO NPDES: NPDES Permit Number PA0028266.

TOPO MAP CUT INCLUDED: Yes, Attached.

ACT 537 PLANNING: Not required (replacement of existing equipment)

CONSISTENCY:

ADDITIONAL COMMENTS: None.

COMPLIANCE REVIEW

FILE REVIEW/INSPECTION REPORTS: A WMS Query was run at *Reports - Violations & Enforcements – Open Violations for Client Report* to determine whether there are any unresolved violations associated with the client that will affect issuance of the permit (per CSL Section 609). This query revealed that there were no unresolved violations.

PENDING COMPLIANCE ACTIONS: None

OTHER PERTINENT COMPLIANCE HISTORY: None.

FINAL RECOMMENDATIONS

RECOMMENDATION: It is recommended that the WQM amendment permit be issued.

SPECIAL CONDITION SUMMARY: None

**WATER QUALITY MANAGEMENT
PERMIT**

A. PERMITTEE (Name and Address): Troy Borough Bradford County 49 Elmira Street Troy, PA 16947-1230	CLIENT ID#: 52769	B. PROJECT/FACILITY (Name): Troy Borough Sewer System STP
C. LOCATION (Municipality, County): Troy Borough, Bradford County		SITE ID#: 255788
D. This amendment approves the modification of sewage facilities consisting of: The removal of the existing grit classifier, grit pump, grit classifier room, associated equipment, and piping. The installation of a new grit pump (10hp PISTA Turbo Grit Rotating Assembly model 4B2J), a new gate valve, a new 10'x20' grit classifier building, a new grit classifier (Model 15 PISTA Grit Screw Conveyor and a Single 250 gpm concentrator), and associated piping and controls.		
Pump Stations: N/A Design Capacity: N/A GPM	Manure Storage: Volume: N/A MG Freeboard: N/A inches	Sewage Treatment Facility: Annual Average Flow: 0.400 MGD Design Hydraulic Capacity: 0.491 MGD Design Organic Capacity: 910 lb/day
E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:		
1. New Permits: All construction, operations and procedures shall be in accordance with the Water Quality Management Permit application dated N/A , its supporting documentation and addendums dated N/A , which are hereby made a part of this permit. Amendments: All construction, operations and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated 6/1/23 and its supporting documentation and addendums dated N/A , which are hereby made a part of this amendment. Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. 0800402 and 0800402 A-1 dated 7/19/2000 and 5/29/18 shall remain in effect. Transfers: Water Quality Management Permit No. N/A dated N/A and conditions, supporting documentation and addendums are also made part of this transfer.		
2. Permit Conditions Relating to Sewerage are attached and made part of this permit. 3. Special Conditions N/A are attached and made part of this permit.		
F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:		
1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply. 2. Failure to comply with the rules and regulations of DEP or with the terms or conditions of this permit shall void the authority given to the permittee by the issuance of this permit. 3. This permit is issued pursuant to the Clean Streams Law Act of June 22, 1937, P.L. 1987, as amended 35 P.S. §691.1 et seq. Issuance of this permit shall not relieve the permittee of any responsibility under any other law.		
PERMIT ISSUED: JANUARY 3, 2024	BY: Thomas M. Randis	TITLE: Clean Water Program Manager Northcentral Regional Office



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

PERMIT CONDITIONS RELATING TO SEWERAGE
For use in Water Quality Management Permits

(Check boxes that apply)

General

- 1. The Department of Environmental Protection (DEP) considers the licensed Professional Engineer whose seal is affixed to the design documents to be fully responsible for the adequacy of all aspects of the facility design.
- 2. The permittee shall adopt and enforce an ordinance requiring the abandonment of privies, cesspools or similar receptacles for human waste and onlot sewage disposal systems on the premises of occupied structures accessible to public sewers. All such structures must be connected to the public sewers.
- 3. The outfall sewer or drain shall be extended to the low water mark of the receiving body of water. Where necessary to ensure proper mixing and waste assimilation, an outfall sewer or drain may be extended with appurtenances below the low water mark and into the bed of a navigable stream provided that the permittee has secured an easement, right-of-way, license or lease from DEP in accordance with Section 15 of the Dam Safety and Encroachments Act, the Act of November 26, 1978, P.L. 1375, as amended.
- 4. The approval is specifically made contingent on the permittee acquiring all necessary property rights, by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures in, along or across private property with full rights of ingress, egress and regress.
- 5. When construction of the approved sewerage facilities is completed and before they are placed in operation, the permittee shall notify DEP in writing so that a DEP representative may inspect the facilities.
- 6. The approval of the plans, and the authority granted in this permit, if not specifically extended, shall cease and be null and void 5 years from the issuance date of this permit unless construction or modification of the facilities covered by this permit has begun on or before the fifth anniversary of the permit date.
- 7. If, at any time, the sewerage facilities covered by this permit create a public nuisance, including but not limited to, causing malodors or causing environmental harm to waters of the Commonwealth, DEP may require the permittee to adopt appropriate remedial measures to abate the nuisance or harm.
- 8. If, after the issuance of this permit, DEP approves a municipal sewage facilities official plan or an amendment to an official plan under Act 537 (Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended) in which sewage from the herein approved facilities will be treated and disposed of at other planned facilities, the permittee shall, upon notification from the municipality or DEP, provide for the conveyance of its sewage to the planned facilities, abandon use and decommission the herein approved facilities including the proper disposal of solids, and notify DEP accordingly. The permittee shall adhere to schedules in the approved official plan, amendments to the plan, or other agreements between the permittee and municipality. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- 9. This permit does not relieve the permittee of its obligations to comply with all federal, interstate, state or local laws, ordinances and regulations applicable to the sewerage facilities.
- 10. This permit does not give any real or personal property rights or grant any exclusive privileges, nor shall it be construed to grant or confirm any right, easement or interest in, on, to or over any lands which belong to the Commonwealth.
- 11. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in the NPDES Permit and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

- 12. This permit is issued under the authorization of The Clean Streams Law and 25 Pa. Code Chapter 91. The permittee shall obtain all necessary permits, approvals and/or registrations under 25 Pa. Code Chapters 102, 105 and 106 prior to commencing construction of the facilities authorized by this permit, as applicable. The permittee should contact the DEP office that issued this permit if there are any questions concerning the applicability of additional permits.

- 13. The facilities shall be constructed under the supervision of a Pennsylvania licensed Professional Engineer in accordance with the approved reports, plans and specifications.
- 14. A Pennsylvania licensed Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using the "Post Construction Certification" form (3800-PM-WSFR0179a). It is the permittee's responsibility to ensure that a Professional Engineer is on-site to provide the necessary oversight and/or inspections to certify the facilities. The certification must be submitted to DEP before the facility is placed in operation. As-built drawings, photographs (if available) and a description of all deviations from the application and design plans must be submitted to DEP within 30 days of certification.
- 15. Manhole inverts shall be formed to facilitate the flow of the sewage and to prevent the stranding of sewage solids. The manhole structure shall be built to prevent undue infiltration, entrance of street wash or grit and provide safe access to facilitate manhole maintenance activities.
- 16. The local Waterways Conservation Officer of the Pennsylvania Fish and Boat Commission (PFBC) shall be notified when the construction of any stream crossing and/or outfall is started and completed. A written permit must be secured from the PFBC if the use of explosives in any waterways is required and the permittee shall notify the local Waterways Conservation Officer when explosives are to be used.

Operation and Maintenance

- 17. The permittee shall maintain records of "as-built" plans showing all the treatment facilities as actually constructed together with facility operation and maintenance (O&M) manuals and any other relevant information that may be required. Upon request, the "as-built" plans and O&M manuals shall be filed with DEP.
- 18. The sewers shall have adequate foundation support as soil conditions require. Trenches shall be back-filled to ensure that sewers will have proper structural stability, with minimum settling and adequate protection against breakage. Concrete used in connection with these sewers shall be protected from damage by water, freezing, drying or other harmful conditions until cured.
- 19. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- 20. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- 21. The sewerage facilities shall be properly operated and maintained to perform as designed.
- 22. The attention of the permittee is called to the highly explosive nature of certain gases generated by the digestion of sewage solids when these gases are mixed in proper proportions with air and to the highly toxic character of certain gases arising from such digestion or from sewage in poorly ventilated compartments or sewers. Therefore, at all places throughout the sewerage facilities where hazard of fire, explosion or danger from toxic gases may occur, the permittee shall post conspicuous permanent and legible warnings. The permittee shall instruct all employees concerning the aforesaid hazards, first aid and emergency methods of meeting such hazards and shall make all necessary equipment and material accessible.
- 23. An operator certified in accordance with the Water and Wastewater Systems Operator Certification Act of February 21, 2002, 63 P.S. §§1001, et seq. shall operate the sewage treatment plant.
- 24. The permittee shall properly control any industrial waste discharged into its sewerage system by regulating the rate and quality of such discharge, requiring necessary pretreatment and excluding industrial waste, if necessary, to protect the integrity or operation of the permittee's sewerage system.
- 25. There shall be no physical connection between a public water supply system and a sewer or appurtenance to it which would permit the passage of any sewage or polluted water into the potable water supply. No water pipe shall pass through or come in contact with any part of a sewer manhole.
- 26. All connections to the approved sanitary sewers must be in accordance with the official Act 537 Plan and, if applicable, a corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.
- 27. Collected screenings, slurries, sludge and other solids shall be handled and disposed of in compliance with Title 25 Pa. Code Chapters 271, 273, 275, 283 and 285 (related to permits and requirements for land filling, land application, incineration and storage of sewage sludge), Federal Regulations 40 CFR 257 and the Federal Clean Water Act and its amendments.

**WATER QUALITY MANAGEMENT
POST CONSTRUCTION CERTIFICATION**

PERMITTEE IDENTIFIER

Permittee	Troy Borough Bradford County
Municipality	Troy Borough
County	Bradford
WQM Permit No.	<u>0800402 A-2</u>
Facility Type	Sewage

All of the above information should be taken directly from the Water Quality Management Permit.

CERTIFICATION

This certification must be completed and returned to the permits section of the DEP's regional office issuing the WQM permit within 30 days of completion of the project and received by DEP prior to operation, and if requested, as-built drawings, photographs (if available) and a discussion of any DEP-approved deviations from the design plans during construction.

I, being a Registered Professional Engineer in Pennsylvania, do hereby certify to the best of my knowledge and belief, based upon personal observation and interviews, that the above facility approved under the Water Quality Management Permit has been constructed in accordance with the plans, specifications and modifications approved by DEP.

Construction Completion Date (MM/DD/YYYY): _____

<p>Engineer S. M.</p>	Professional Engineer
	Name _____ (Please Print or Type)
	Signature
	Date
	License Expiration Date
	Firm or Agency
	Telephone
	Permittee or Authorized Representative
	Name _____ (Please Print or Type)
	Signature
Title	
Telephone	

NOTICES

DEPARTMENT OF LABOR AND INDUSTRY

Consumer Price Index Adjustment of Base Amounts on Bids Effective January 1, 2024

[53 Pa.B. 8005]
[Saturday, December 23, 2023]

Each year the Department of Labor and Industry (Department) is required by the following statutes to publish changes to the base amounts triggering the requirement for public bids, telephonic bids or separate bids, or both, for certain contracts. The Department is required to announce the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U): All Items (CPI-U) for the United States City Average for the 12-month period ending September 30 of each year. The Department utilizes the most current nonseasonally adjusted series, as published by the United States Bureau of Labor Statistics (BLS), which at present uses 1982—1984 as the index base period (set equal to 100). The percentage change for the 12-month period ending September 30, 2023, is 3.7%.

The change to the base rate is determined as follows:

- 1) Calculate the percentage change in CPI-U (I) from September 2022 to September 2023. This is derived as $I = (CPI_{23} - CPI_{22})/CPI_{22}$, where the subscripts refer to September 2023 and 2022 values of CPI-U. As reported by the BLS these values are $(307.789 - 296.808)/296.808 = +10.981/296.808 = +3.6997\%$, which when rounded to 1 decimal place = 3.7%. (This was also reported as 3.7% in Table A of the BLS News release on the Consumer Price Index Summary for September 2023.)
- 2) The legislation puts a floor of 0 and a cap of 3% on the percentage change to be utilized in the calculations (technically these restrictions are on the Preliminary Adjusted Base (PAB), defined in step 4, however this is mathematically equivalent). The truncated value of the percentage change to be used in the adjustment formula is denoted as PC, resulting in:
 - a) $PC = I$, for $0 \leq I \leq 3\%$,
 - b) $PC = 0$, for $I < 0$ and
 - c) $PC = 3\%$, for $I > 3\%$.
- 3) The base value (either original for new legislation or the prior year's PAB) is designated as B and the product of B and PC (determined previously) is P. (There are different values of the base depending on the entity and the type of bid, so technically B could be designated with 2 subscripts. For illustration purposes, the subscripts are omitted.) Then $P = B * PC$. A common value for the base amount in 2023 for a public bid is \$22,547.55. (The other two prior PABs, which are this year's bases for a variety of bid types, were \$12,187.86 and \$30,469.66.) For example, using $B = \$22,547.55$, results in $P = \$22,547.55 * 3.0\% = \676.43 . (Since $I = 3.7\%$, $PC = 3\%$ as stated previously in 2c).

4) Then the Preliminary Adjusted Base, PAB = P + B, which reduces to \$676.43 + \$22,547.55 = \$23,223.98.

5) The Final Adjusted Base Amount, FAA, (which is used as the limit for the next year that is 2024) is the PAB rounded to the nearest 100. Therefore, the FAA = \$23,200.00.

Entity and Legislation	Final Adjusted Base Amount for Use in 2024		
	Written/ Telephonic Bid	Separate Bids	Concessions
Public Bid			
The County Code (16 P.S. §§ 1216-B, 1801—1803, 1955, 2317 and 2650)	\$23,200	\$12,600	\$23,200
County Correctional Institutions (61 Pa.C.S. § 1735)	\$23,200	\$12,600	\$23,200
Second Class County Code (16 P.S. §§ 3112, 5001, 5155, 5407, 5511-A, 5517 and 5704.1)	\$23,200	\$12,600	\$23,200
Public School Code (24 P.S. §§ 1-120, 5-511, 7-751, 8-807.1, 14-1405-A, 17-1715-A and 17-1749-A)	\$23,200	\$12,600	\$23,200
Public School Code, Thaddeus Stevens College of Technology (24 P.S. § 19-1913.1-B)	\$23,200		
Public School Code, State System of Higher Education (24 P.S. §§ 20-2003-A.1 and 20-2010-A)	\$23,200		
Prevention and Control of Floods, Flood Control Districts (32 P.S. §§ 662 and 662.1)	\$23,200		
Housing Authorities (35 P.S. § 1551)	\$23,200	\$12,600	
Intergovernmental Cooperation (53 Pa.C.S. §§ 2308, 2311 and 2312)	\$23,200	\$12,600	
General Municipal Law, Flood Control (53 P.S. § 2863)	\$23,200	\$12,600	
Political Subdivisions Joint Purchases Law (53 P.S. § 5432)	\$23,200	\$12,600	
Parking Authorities (53 Pa.C.S. § 5511)	\$31,400	\$12,600	
Municipal Authorities (53 Pa.C.S. § 5614)	\$23,200	\$12,600	
Second Class County Code—Residential Finance Authorities (16 P.S. § 5208-A)	\$23,200	\$12,600	
Public Auditorium Authorities Law (53 P.S. § 23851)	\$23,200	\$12,600	
Third Class City Code (11 Pa.C.S. §§ 11901.1, 11901.2, 11901.4, 11902, 11903.1 and 11909)	\$23,200		\$23,200
Boroughs and Incorporated Towns (8 Pa.C.S. §§ 1402, 1403 and 1405)	\$23,200	\$12,600	\$23,200
Incorporated Towns (53 P.S. §§ 53202, 53202.1, 53203, 53203.1 and 53205)	\$23,200	\$12,600	\$23,200
First Class Township Code (53 P.S. §§ 56802, 56803 and 56805)	\$23,200	\$12,600	\$23,200

Second Class Township Code (53 P.S. §§ 68102 and 68107)	\$23,200	\$12,600	\$23,200
Economic Development Financing Law (73 P.S. § 382)	\$23,200	\$12,600	
Metropolitan Transportation Authorities (74 Pa.C.S. § 1750)	\$31,400		\$23,200

[Pa.B. Doc. No. 23-1768. Filed for public inspection December 22, 2023, 9:00 a.m.]

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Bottom



December 29, 2023

Dan Close, Borough Manager
Troy Borough
49 Elmira Street
Troy, PA 16947

Re: 2024-2025 General Consulting Services

Dear Mr. Close:

Larson Design Group (LDG) appreciates the opportunity we had to provide professional services to your municipality in past years and we look forward to continuing that relationship through 2025.

We have enclosed our Retainer Agreement for Professional Services. If you would like to retain LDG as your engineer, please have the appropriate representative sign the attached Agreement and return a copy to our office. This signed Agreement, in addition to Attachment A, LDG 2024-2025 Retainer Scope of Services, and Attachment B, LDG Water/Wastewater 2024-2025 Rate Schedule, will constitute our contract to provide professional services to Troy Borough through 2025. Please note, we do not charge a fee to be retained as your engineer.

If you have any questions, please feel free to contact me at LDG's Apalachin office at (607) 444-9010 or via srowe@larsondesigngroup.com.

Sincerely,

LARSON DESIGN GROUP

A handwritten signature in black ink, appearing to read "Steven R. Rowe". The signature is fluid and cursive, with a horizontal line underneath it.

Steven R. Rowe, P.E.
Associate Project Manager

SRR

Attachments

Larson Design Group

8836 State Route 434, Apalachin, NY 13732
607.444.9010 | larsondesigngroup.com



AGREEMENT BETWEEN OWNER AND DESIGNER FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this _____ day of _____ 20____, by and between Larson Design Group, Inc. (hereinafter "LDG") with offices at 8836 State Route 434, Apalachin, NY 13732, and Troy Borough (hereinafter, "Owner"), a Pennsylvania corporation with offices at 49 Elmira Street, Troy, PA 16947.

WHEREAS, the **Owner** is in the business of _____, and desires **LDG** to perform certain professional services.

WHEREAS, **LDG** is in the business of providing professional design and technical services and desires to perform such services for the **Owner**.

Owner's Project, of which **LDG**'s services under this Agreement are a part, is generally identified as follows:

2024-2025 General Consulting Services ("Project").

LDG's Services under this Agreement are generally identified as follows:

LDG 2024-2025 Retainer Scope of Services ("Services").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Basic Agreement and Period of Service.

1.1 Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.

1.2 Engineer shall make commercially reasonable efforts to complete its services in accordance with the dates and times set forth in Project schedule.

1.3 If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction. If the actual time to complete construction exceeds the number of days provided in the Project schedule, then Engineer's time for performance and its total compensation shall be equitably adjusted.

2. Payment Procedures.

2.1 Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30



days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal. If collection efforts are exercised by Engineer, all costs associated with these efforts will be reimbursed by Owner.

3. Termination.

3.1 The obligation to continue performance under this agreement may be terminated:

3.1.1 For cause,

3.1.1.a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

3.1.1.b. By Engineer:

3.1.1.b.1. Upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

3.1.1.b.2. Upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's reasonable control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.1.1.b.

3.1.1.c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.1.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

3.1.2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.



3.2 The terminating party under Paragraph 3.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

3.3 In the event of any termination under Paragraph 3, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4. Successors, Assigns, and Beneficiaries.

4.1 Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

4.2 Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Owner recognizes that each state has the authority to regulate the services offered by Engineer. As such, Owner approves of Engineer's use of affiliated entities and employees to comply with different state licensure laws for the solicitation and execution of services.

4.3 Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5. General Considerations.

5.1 The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality (hereinafter referred to as "Standard of Care"). Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing Standard of Care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

5.2 Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the



safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

5.3 The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its choice of law provisions.

5.4 Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

5.5 Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

5.6 The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.

5.7 All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

5.8 In no event shall either Owner or Engineer have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind of nature whatsoever, such as but not



limited to loss of revenue, loss of profits on revenues, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

5.9 To the fullest extent permitted by law, Owner agrees to limit Engineer's liability to Owner and to all other contractors or subcontractors on the Project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including but not limited to Engineer's negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of Engineer to all those named shall not exceed the greater of \$50,000 or the total fees received by Engineer for services rendered under the Project.

5.10 The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

5.11 Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. This Agreement imposes an obligation of good faith, fair dealings and the mitigation of damages among the parties in all matters relating to this Agreement. Good faith, for this purpose, includes honesty in fact and the observance of reasonable commercial standards of fair dealings and in the mitigation of damages even in situations where a decision is left to the sole discretion of a single party.

5.12 The Owner and Engineer agree that if Engineer's Basic Services under this Agreement do not include (a) Project Observation or other review or examination of contractor performance, and/or (b) any other Construction Phase Services, then the Owner shall assume full and complete responsibility for such services. This includes, but is not limited to, responding to questions regarding the intent of the contract documents, reviewing submittals, transmittals, shop drawings, applications for payment, or any other document prepared or submitted by the contractor or owner during construction, attendance at project meetings, preparation of correspondence or any other such duty.

5.13 Where Engineer has a duty to review any shop drawings, submittals or other such documents, it is agreed Engineer's review shall be for general design concept only. Engineer is not responsible for deficiencies, errors or omissions in the shop drawings, or submittals, or other such documents provided by contractor.

5.14 Where Engineer has a duty to review certified payrolls of the Contractor, it is agreed that Engineer's review is only for purpose of determining the approximate value of the work performed by



the Contractor. Engineer's recommendations as to payment of applications for payment shall not be construed as Engineer's acceptance of any work.

5.15 Changes in Pennsylvania's One-Call law have imposed new responsibilities upon project owners "to utilize sufficient quality levels of subsurface utility engineering or other similar techniques whenever practicable to properly determine the existence and positions of underground facilities when designing known complex projects having an estimated cost of four hundred thousand dollars (\$400,000) or more." In addition, Engineer sometimes makes recommendations to owners that subsurface utility engineering is necessary based upon job conditions, regardless of project cost.

The American Society of Civil Engineers standard which is referenced in the One-Call Law, sets forth four (4) quality levels designated as A (highest), B, C and D (lowest). Engineer typically provides services at level C. This includes requesting line and utility information from the PA One Call System, locating marked utilities and visible above ground utility features, and identifying approximate locations of utility lines on the plans using its professional judgment in correlating the information obtained from the field survey, existing records, oral statements, information from PA One Call System.

Based upon job conditions, Engineer may recommend levels A or B. Engineer does not provide services at level A or B, but has the ability to coordinate a subconsultant that does provide this level. If Engineer recommends level A or B and if the Owner agrees with this recommendation, Engineer will enter into a subconsultant agreement to have this work performed at an additional cost to the Owner.

5.16 Engineer will not provide advice as it relates to municipal securities and thus is not a "Municipal Advisor" as defined by the Security and Exchange Commission "Municipal Advisor Rule". However Engineer may qualify as a municipal representative and if such should apply, will be subject to all benefits accordingly.

5.17 Owner hereby agrees to allow Engineer to utilize Owner's name and brief Project description in marketing material.

5.18 In no event shall either Engineer or Owner have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; epidemic, pandemic, or quarantine restrictions, acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

5.19 If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.



6. Total Agreement.

6.1 This agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

6.2 In the event that Owner and Engineer have not executed this Agreement for Professional Services, Owner's verbal or written authorization to Engineer to proceed with the performance of the services set forth therein, or any payment received from Owner toward this project, shall constitute acceptance by Owner of this Agreement for Professional Services. The parties agree that, notwithstanding its terms, no subsequently executed purchase order or other Owner submitted terms and conditions shall modify, contradict or supplement the terms of this Agreement for Professional Services. In particular, no such subsequently executed document shall create any warranty with regard to the services performed by Engineer and its subconsultants nor shall it create any right of indemnification or any remedy for the benefit of Owner that is not expressly set forth in this agreement.

7. Basis of Payment – Hourly Rates Plus Reimbursable Expenses.

7.1. Using the procedures set forth in Paragraph 2, Owner shall pay Engineer as follows:

7.1.1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times the Engineer's hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

7.1.2. Engineer's Standard Hourly Rates are attached as Attachment B.

8. Additional Services.

8.1. For additional Services, Engineer shall submit a written change order to the Owner in advance of commencing services. Such change order shall document the additional scope of services and appropriate fee. Upon mutual agreement of said change order, Engineer will commence additional services.

9. Attachments.

Attachment A, LDG 2024-2025 Retainer Scope of Services

Attachment B, LDG Water/Wastewater 2024-2025 Rate Schedule



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Troy Borough

By: _____

Title: _____

Date Signed: _____

ENGINEER: Larson Design Group, Inc.

By: Steve Kaus _____

Title: Associate Project Manager

Date Signed: 12/29/2023

Engineer License or Firm's

Certificate Number: 0008419

State of: PA

Address for giving notices:

Troy Borough

49 Elmira Street

Troy, PA 16947

Address for giving notices:

LDG Engineers and Architects, P.C.

dba Larson Design Group

8836 State Route 434

Apalachin, NY 13732

The following Scope of Services will be provided by Larson Design Group, Inc. for the 2024-2025 calendar years.

1. At the request of the Borough, attend monthly Borough meetings in order to provide engineering advice or address Borough matters.
2. Prepare the Annual Chapter 94 Wastewater Management Report, due to DEP no later than March 31st.
3. Research State/Federal funding programs and keep the Borough informed as to grant and/or loan availabilities and the necessary qualifications for each.
4. Any engineering services requested by the Borough, and agreed upon by LDG, that are not otherwise covered under a specific, separate agreement.
5. Consult with the Borough Council members and/or Borough staff by phone.

WATER/WASTEWATER RATE SCHEDULE

Director/Program Manager	\$209.00
Sr. Project Manager/Sr. Technical Manager	\$198.00
Project Manager/Technical Manager/Sr. Engineer	\$182.00
Assoc. Project Manager/Sr. Technical Specialist	\$160.00
Engineer/Planner/Technical Specialist	\$143.00
Sr. Engineering Associate/Sr. Designer/Sr. Env Scientist	\$116.00
Designer/Engineer Assoc./Sr. CADD/Technical Analyst	\$105.00
Administrative Assistant/Technician	\$77.00
Construction Inspector	\$88.00
Survey Party Chief	\$94.00
Sr. Survey Technician	\$66.00
Survey Technician	\$72.00
Sr. GIS Analyst	\$138.00
GIS Analyst	\$116.00
GIS/Environmental Technician	\$88.00

Reimbursable Costs (not all inclusive):

Mileage	\$0.655 per mile (or current approved IRS rate)
Project Copies	Starting at \$0.10/Copy
Project Prints	Starting at \$1.00/Print
Codes/Permits/Agency Approval	At Cost
Postage	At Cost
Nuclear Density Gauge	\$55 per day
Boat	\$140 per day
UTV Ranger/Trailer	\$160 per day
3D Scanner	\$275 per day
Lodging	At Cost
Survey Equipment	\$95 per day
Subsistence	\$44 per day/person or 95% of GSA rates

The above figures provide an opportunity to negotiate a Professional Services Contract that is satisfactory to both Larson Design Group (LDG) and the Client.

We will provide services based on the above listed fees, plus expenses, that are the basis for the rates quoted above. These rates shall be effective for the 2024 and 2025 calendar years. If the contract is extended or a new contract is negotiated, an annual escalation factor of approximately 5% will be added to the direct payroll costs to compensate for any salary and cost of living increases that occur.

Client agrees that the pricing data contained in this submission by LDG shall be considered confidential and proprietary and shall not be released or otherwise made available to any third party without the express written consent of LDG.

Dan Close

Tom: Ashley Wise <ashleywise@conradsiegel.com>
Sent: Monday, December 18, 2023 5:16 PM
To: Dan Close
Cc: TINA RANDALL
Subject: Police Pension Plan - Draft January 1, 2023 Valuation
Attachments: Act205 Funding Valuation Draft Police.pdf

RE: Borough of Troy Police Pension Plan

Dan,

We have prepared a draft Actuarial Funding Valuation as of January 1, 2023 (attached). The 2023 valuation will be the basis for determining the minimum municipal obligation (MMO) beginning in 2025.

Historically the plan has used the market value of assets for valuation purposes to determine the funding status and contribution levels. The investment returns for 2021 and 2022 were 10.7% and -11.9%, respectively. There was a net actuarial gain of approximately \$22,800 for the prior two-year period this gain was primarily due to the deceased retired member since the last valuation. Without any changes to the actuarial assumptions or methodologies, the funding status of the plan increased from 111.8% as of January 1, 2021, to 137.9% as of January 1, 2023. The MMO, which is first impacted by the 2023 valuation results in 2025 is anticipated to decrease by approximately \$4,570 to \$7,400. Based on the police plan units, assuming 2 officers, the maximum state aid for 2023 would have been \$23,308. The total state aid allocation is aggregated with the other pension plans of for the Borough so the total count of members in the NU plan will increase the state aid eligibility. The increase in the Police MMO would increase the Borough's eligibility for state aid but it's unclear how much since it also depends on the MMO and number of participants in the non-uniformed plan.

As part of each valuation, we review the actuarial assumptions and methodology used. The actuarial assumptions under Act 205 are jointly set by the plan sponsor and the actuary. One assumption change I wanted to point out for consideration is the interest rate assumption of 7.0%. The risk of investments not meeting the 7.0% return will result in higher Borough contributions in future years. Many municipalities are working towards lowering the interest rate to be more conservative in future years. A discussion with your investment advisor regarding what their expected long-term investment return range is based on the plan's asset allocation would be helpful. If they provide you with a range of returns that is lower than the 7.0%, the Borough may want to consider incrementally lowering the plan's interest rate to eliminate some risk of not earning the 7.0% in future years. Lower interest rates result in higher liabilities (and thus higher MMOs). Generally, it's least painful for municipalities to lower interest rates or change other assumptions in years where the investment results and/or actuarial demographic experience was positive as this helps to offset the cost of the increase to the liabilities. Lowering the interest rate could result in the increased eligibility for additional state aid fund annually. For comparison purposes, lowering the interest rate to 6.0% would lower the funding percentage to 109.7% and result in an MMO of approximately \$17,600. This is closer to the state aid maximum allocation. Please let me know if you are interested in seeing the financial impact to a lower interest rate (and what rate you'd be interested in using).