# Water and Sewer Report

# **42 Gates Ave**

Village of Victory Saratoga County, New York

> October 25, 2019 February 21, 2020



Prepared by:



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### WATER AND SEWER REPORT for 42 GATES AVE VILLAGE OF VICTORY, SARATOGA COUNTY, NY

### **Table of Contents**

1.0	INTRODUCTION	1
1.1	Project Description	1
1.2	Location and Zoning	1
1.3	Existing City Water/Sewer	1
1.4	Wetlands	1
1.5	100- Year Flood Plain	1
2.0	DESIGN STANDARDS	2
2.1	NYSDEC Water and Sewer Demand and Design Standards	2
2.2	Proposed Water	
2.3	Proposed Sewer	3
2.3.1	Pump Station	3
2.3.2	Generator and Emergency System	4
2.3.3	Vaults	4
2.3.4	Type II Grease Interceptor	4
2.3.5	BOD	4
2.3.6	Existing Record Sewer Information	5
2.3.7	Pump Stations in Parallel	6
2.3.8	Schuylerville Wastewater Plant	6
2.4	Village Agreement	7
2.5	District Extensions	7
2.6	Financing	7
3.0	EXHIBITS	1
Exhi	bit 1 – Architectural building layout	2
	bit 2 – Fire Hydrant Databit 2 – Fire Hydrant Data	
Exhi	bit 3 – Fire Hydrant radius map	2
Exhi	bit 4 – Proposed Pump Station (42 Gates Ave)	3
Exhi	bit 5 – Existing Pump Station	4
Exhi	bit 6 – Pumps In Parallel	5
Exhi	bit 7 – Village Agreement	6

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### 1.0 INTRODUCTION

### 1.1 Project Description

This Engineering Report describes the existing and proposed water and sewer systems within the project limits located on 42 Gates Ave in the Village of Victory. The project involves redeveloping the parcel for retail and apartment use. The existing 4-5 story building will be rehabilitated for apartment and retail use and is situated on tax parcels 170.30-2-27.1 which comprise a total of 6.6 acres.

The existing story building will be comprised of 186 apartment units, and +/- 5,000 sf of retail space. See enclose architectural layout plan in Exhibit 1.

### 1.2 Location and Zoning

The property is located on the east side of Gates Ave and is across the street from Pond and Pratt Streets. The existing tax parcels that comprise the 6.6 acres, is tax parcel 170.30-2-27.1 and zoned Mixed Use Village Centre District (MUVC)

### 1.3 Existing City Water/Sewer

The Village owns and maintains an existing gravity sewer and water distribution main on Gates Ave and surrounding the project site. The project site is currently serviced with public water via an unknown water size but less than 2-inches in size. There are also existing fire hydrants on the parcel and connected to the existing waterline on Gates Ave but no record information is available on size or material of the lines. On Gates Ave there is current a 6" ABS watermain and on Pond Street there is an 8" DIP waterline which connects to Gates's Ave 6" waterline. A hydrant flow test was preformed on the existing water system. Flow test at existing hydrants #6 and #25. The flow rates, static and residual pressure were as follows:

Hydrant #27=750 gpm with a static pressure of 39 psi and a residual pressure of 38 psi Hydrant #6 =840 gpm with a static pressure of 43 psi and a residual pressure of 35 psi

See Exhibit 2 for flow data results and map.

The Village has a gravity sewer system that collects wastewater and directs the entire Village to a Sewer Pump station located along the Fish Creek behind a house located at 70 Gates Ave. The sewer pump station sends wastewater effluent via a 6" pvc sdr 21 forcemain to "Y" intersection of Gates Ave and Horicon Ave. Sewer effluent is then allowed to flow via gravity through Schuylerville gravity sewer system to Schuylerville wastewater treatment plant. The Sewer Pump station is maintained by The Village of Schuylerville via a maintenance agreement between the two Villages.

### 1.4 Wetlands

There are no ACOE or NYSDEC jurisdictional wetlands are within the project limits. The Ordinary High Water (OHW) elevations of Fish Creek is shown on the plans. The proposed project does not impact the OWH or wetlands on the project site.

### 1.5 100- Year Flood Plain

Per National Flood Insurance Map (FIRM) panel 36091C0479- E dated August 16, 1995 the proposed project improvements and existing building are outside the limits of AE zone (100-year flood plain). Per FEMA Flood Insurance Rate Study section I-I of the Fish Creek the 100-year water surface elevation is elevation 149. The existing building lowest finished floor is at elevation 176.60 or 27.6 feet above the 100-year water surface elevation.



### 2.0 DESIGN STANDARDS

### 2.1 NYSDEC Water and Sewer Demand and Design Standards

The proposed water laterals for the proposed building will be 8-inch water services to provided domestic and fire suppression within the buildings.

### Anticipated water flows are as follows:

Water Usage

	Average Daily Flow (GPD)	Average Flow (GPM)	Peak Flow (GPM)
Apartments- 186 units			
138- 1-Bedroom Units	15,180	10.54	21.08
48- 2 Bedroom Units	10,560	7.33	14.66
Restaurant = 5,000 sf	3,500	2.43	4.86
Micro-Brewery	690	0.48	0.96
Totals=	29,930	20.78	41.56

Table B-3 of NYSDEC Design Standards for Intermediate Sized Water Treatment Systems dated 3/5/2014 was used to determine anticipated flow rate, 110 gal per bedroom and an assumed seating of 100 seats for the restaurant at 35 gallons per seat. Brewery based upon water consumption require from potential tenant of 1,000 barrels of beer produce a year or a 7 bbl system. 31.5 gallons per barrel for a total of 31,500 gallons of beer produce annually or having an annual water consumption of 252,000 gallons. Micro-Brewery has an 8 to 1 ratio of water to beer production. Plumbing Fixtures will be specified as low flow type fixtures per NY State requirements for water conservation.

### Anticipated sewer flows are as follows:

### **Sewer Flows**

		·	
	Average Daily Flow (GPD)	Average Flow (GPM)	Peak Flow (GPM)
Apartments- 186 units			
138- 1-Bedroom Units	15,180	10.54	42.16
48- 2 Bedroom Units	10,560	7.33	29.32
Restaurant = 5,000 sf	3,500	2.43	9.72
Micro-Brewery	603	0.41	1.92
Tota	ls= 29,843	20.71	82.84

Brewery wastewater flow based upon 8 gallons of water needed to make 1 gallon of beer or 7 gallons of waste product. The 7 gallons is based upon washing down tanks, cooling, and bottling operations.

### 2.2 Proposed Water

The project will utilize the existing infrastructure on Gates Ave and Pond Street for water domestic and fire suppression needs. A new 8-inch PVC C-900 loop watermain, fire hydrants and water lateral will be installed within the site to service the building. The looped water main will connect to the existing 8" DIP on Pond Street and then travel to the site and connect to near the northern entrance on Gates Ave where the new watermain will be connected to the existing 6-inch waterline on Gates Ave. The proposed waterline within the site will allow for better water quality for the existing building, provide required flow to proposed hydrants and provided domestic and fire suppression needs of the rehabilitated building. The proposed waterline and hydrants within the site will have a 30-foot easement placed over it so the Village can maintain the waterline extension. The proposed fire hydrants have been placed on site to meet the 500- foot requirement (see Exhibit 3) and a Siamese connection will be provided on the exterior of the building near the main entry of the building (south west corner).

For the waterline extension a draft NYSDOH-348 has been included with Exhibit 3. This form will be submitted to NYSDOH upon site plan approval from the Village.



From the hydrant flow tests, hydrant #30 nozzle is situated about at elevation 222.0 on Herkimer Street. The lowest floor of the existing building is at elevation 176.60 (basement) and the fourth floor is at elevation 243.2 with fire suppression system being as high as elevation 261.5.

The proposed looped watermain within the site and water service lateral will deliver approximately 840 gpm at a pressure of +/- 50.0 psi. (water connection elevation into building is 183.00- elevation of hydrant #30) as there is about a 1 psi loss due to pipe friction. An Mechanical, Electrical and Plumbing (MEP) Engineer will be designing the sprinkler and domestic services within the building and will be provided to the Village in a separate report demonstrating that pressure loss within the system during the building permit process. In addition, the MEP engineer will be providing the Village with back flow prevention report in conformance rules and regulations with a completed DOH-347 form.

Based upon flow characteristics of the existing Village water system most like a water pump will be required to meet domestic and fire flow requirements as theoretically the water pressure for the sprinkler system on the flow floor would be around 16 psi (thus below the 20 psi minimum requirement)

Currently the Village water system (Victory WTP) and Schuylerville water system (Ft. Hardy WTP) are interconnected systems which provide a maximum water treatment capacity of 648,000 gallons per day. The average daily demand is 188,587 gpd at Ft. Hardy WTP and 91,508 gpd at Victory WTP. Based upon average demand and treatment capacity at both plants can meet the additional demand by this project of 29,930 gpd.

### 2.3 Proposed Sewer

New gravity sewer lateral will be extended from the existing building to proposed sewer manholes on the site. The gravity sewer will transport the effluent to a proposed sewer pump station. The proposed gravity sewer will consist of two (2) sewer manholes, one (1) 2,000 gallon grease tank for restaurant, 98 liner feet of 8-inch PVC sewer and about 50 feet of 6-inch PVC sewer lateral pipe. The proposed sewer facilities have been designed to state and municipal standards, and in accordance with good engineering practice.

### 2.3.1 Pump Station

42 Gates Ave pump station proposed to be a submersible pump system with the following design parameters:

- 1. Pumping Rate=210 gpm
- 2. Maximum 61.5 feet of TDH
- 3. Flyat model NP3102 SH 3
- 135 mm Impeller
- 5. 6.5 HP, 60 HZ. 3-phase, 208 volt

To determine the model, impeller, horsepower, TDH, buoyancy,cycle time, float elevations and pumping rate see design calculation in Exhibit 4.

### "Wet-Well" information:

- 1. Invert in elev.= 168.50
- 2. High level Alarm elev.=167.50
- 3. Pump on elev.=166.50
- 4. Pump off elev.=165.00
- 5. Low level Alarm elev.=164.50



Based upon the proposed float elevations within the 6'-0" diameter wet-well and pumping information the cycle will be 3.5 cycles/hour

The proposed sewer pump station will connect to the existing 6-inch forcemain via a 4" PVC C-900 forcemain. The 4-inch forcemain will consist of 320 lf and will connect to the existing forcemain at elevation of approximately 193.00.

### 2.3.2 Generator and Emergency System

It is proposed that a gas-powered generator is to be used in the event of power failure as a secondary measure per the requirements of section 47.2 of Ten State Standards. The generator is to be located within the fenced paved area of the pump station and connected to the control panel as well. The generator is to be Cummins Onan model C30 N6 which will provide sufficient power to run the proposed pump station. The generator outputs 94 Amps where the pumps require a full load current of 29 Amps each. A 4" bypass system is provided for the connection of an emergency pump in the event of pump failure.

### 2.3.3 Vaults

The proposed 4" PVC C-900 sewer forcemain will traverse through the project site and connect to the existing 6-inch forcemain on Gates Ave. A connection vault with isolation valves and cleanout ports will be provided.

### 2.3.4Type II Grease Interceptor

Per NYSDEC Design Standards for Intermediate Sized Wastewater Treatment System dated 2014 grease interceptor shall be a minimum of 2,000 per table D-1 with a 4" inlet pipe

### 2.3.5 BOD

The potential impact of brewery waste and its Biochemical Oxygen Demand (BOD) in the sewer effluent typically has been reviewed for the project site. Typical residential waste water effluent has a BOD of about 200 mg/l while brewery waste water has a typical range of 1,000 mg/l to 5,000 mg/l depending on the beer being produced and operations. As it is unknown at this time what type of beer will be produce but we have assume on average 3,000 mg/l of BOD within the brewery wastewater effluent has been assumed.

PARAMETER	TYPICAL RANGE
Water to beer ratio	4 - 10 liter/liter
Wastewater to beer ratio	1.3 - 2 liter/liter lower than water to beer ratio
Biochemical Oxygen Demand (BOD)	600 - 5,000 ppm
Chemical Oxygen Demand (COD)	1,800 - 5,500 ppm
Nitrogen	30 - 100 ppm
Phosphorus	30 - 100 ppm
рН	3 - 12
Total Suspended Solids (TSS)	200 - 1,500 ppm

<sup>\*</sup>Information above from Brewers Association Publication entitles Water and Wastewater treatment Volume Reduction Manual



The wastewater stream and BOD loading from brewing operation varies depending on the operation performed. While it is estimated that 8 gallons of water is needed to produce 1 gallon of beer the BOD loading can be very different, and amount can water used for each operation can vary.

#### Main Areas Of Wastewater Generation

SOURCE	OPERATION	CHARACTERISTICS
Mash Tun	Rinsing	Cellulase, sugars, amino acids. ~3,000 ppm BOD
Lauter Tun	Rinsing	Cellulose, sugars, spent grain, SS ~3,000 ppm, 8OD ~10,000 ppm
Sperit Grain	Last running and washing	Cellulose, nitrogenous material, Very high in SS (~30,000 ppm), Up to 100,000 ppm BOD
Boil Kettle	Dewatering	Nitrogenous residue, BOD ~2.000 ppm
Whirlpool	Rinsing spent hops and hot trub	Proteins, sludge and wort. High in SS ( $-35,000$ ppm). 8OD $\sim$ 85,000 ppm
Fermenters	Rinsing	Yeast SS ~6,000 ppm, BOD up to 100,000 ppm
Storage tanks	Rinsing	Beer, yeast, protein. High SS (~4,000 ppm). BOD ~80,000 ppm
Filtration	Cleaning, start up, end of filtration, leaks during filtration	Excessive SS (up to 60,000 ppm). Beer, yeast, proteins, BOD up to 135,000 ppm
Beer spills	Waste, flushing etc	1,000 ppm BOD
Bottle washer	Discharges from bottle washer operation	High pH due to chemical used, Also high SS and BOD, especially thru load of paper pulp.
Keg washer	Discharges from keg washing operations	Low in SS (-400 ppm), Higher BOD.
Miscellaneous	Discharged cleaning and sanitation materials, Floor washing, flushing water, boiler blow-down etc.	Relatively low on SS and BOD. Problem is pH due to chemicals being used.

MJ has assumed an average of 3,000 mg/l of BOD loading will occur over a 4-hour time period per day within the wastewater effluent of 603 gpd or 2.51 gpm from brewing operations. The wastewater from brewing operation will mix with residential wastewater at the proposed on-site pump station. The wet-well volume is 317 gallons and cycles 3.5 times per hour. Thus, the BOD loading over this 4-hour time period is 23.29 lbs (15.08 lbs from brewing + 8.21 lbs from residential). Due to mixing of residential wastewater and brewing wastewater effluent at the on-site pump station, cycles times of the pump station and downstream convergence of wastewater streams from the site to existing effluent the existing waste water treatment plant will not received a "slug flow" of highly concentrated flow of BOD from the proposed project site.

### 2.3.6 Existing Record Sewer Information

The existing sewer pump station for the Village of Victory is located Fish Creek behind a house located at 70 Gates Ave. The sewer pump station sends wastewater effluent via a 6" pvc sdr 21 forcemain to gravity sewer manhole located on the west side of the "Y" intersection of Gates Ave and Horicon Ave. Sewer effluent is then allowed to flow via gravity through Schuylerville gravity sewer system to Schuylerville wastewater treatment plant. There is approximately 3,925 lf of 6-inch forcemain between these two locations. The above and below information is based upon record plans entitled "Village of Victory, Wastewater Collection, Transportation and Treatment Facility" dated April 1993 by MJ Engineering.

The existing pump station consists of 2 ABS submersible sewer pumps, model AFP1041M35/4-14 within a 6'-0" diameter wet-well. The pumps are 4.7 HP, 1680 RPM,4.7 hp, 203 volts, 15.5 amps, and has a 8-7/16inch impeller. (serial # E3932639) The following information is per record drawings

- 1. Bottom of Wet-well is at elevation=176.50
- Pump Off at elevation=178.50
- Pump On at elevation=181.50
- 4. Lag pump On at elevation =182.50



- 5. High level alarm at elevation=183.50
- 6. Overflow at elevation=183.55
- 7. 6-inch forcemain within Valve Chamber at elevation=185.75
- 8. Average daily flow= 53,359 gpd

There is 3,925 If of forcemain that connects manhole #32 at the Y" intersection of Gates Ave and Horicon Ave at an invert elevation of 169.90 to the existing sewer pump station. The existing pump station transports 218 gpm and a Total Dynamic Head (TDH) of 37 feet through the existing 6-inch sewer forcemain. See Exhibit 5.

The average flow was determined from Pump meter readings. Over the last 12 months, Pump 1 ran 728.5 hours (8877.5 - 8149 meter readings) and pump 2 ran 760.50 hours (9973.0 – 9212.5 meter readings). The pump readings were taken by Schuylerville and are from October 2018 to October 2019. Thus, the two pumps ran for a total of 1,489 hours. The pumps are designed to achieve 218 gpm or over the last year so the pumps on average did 53,359 gpd (1,489 hours x 60 minutes/hour x 218 gpm / 365 days). So, the wet well experience on average a sewer flow of 53,359 gpd , with an average a 37 gpm or 148 gpm peak rate.

### 2.3.7 Pump Stations in Parallel

As seen above and within Exhibit 4 and 5 the existing pump station transports 218 gpm and a Total Dynamic Head (TDH) of 37 feet through the existing 6-inch sewer forcemain. While the proposed pump station on 42 Gates Ave property will transport 210 gpm with a TDH of 61.5 feet through the proposed 4-inch and 6-inch existing sewer forcemain. As these pumps could run in parallel, the combine impacted was reviewed. With both pump station running concurrently the existing pump station will operate at 135 gpm with a TDH of 41.5 feet and the proposed pump station will operate at 167 gpm with a TDH of 68.5 feet (See Exhibit 6), or net of 302 gpm within the existing 6" forcemain. Based upon 106 gpm peak flow rate from the project site the proposed pump station located at 42 Gates Ave when the pumps are running in parallel will meet the flow requirements of the project site.

The exiting pump station will see a decrease in capacity of 83 gpm due to the pump stations running in parallel. As the run time of the proposed pump station is only 2.2 minutes with a pump rate of 167 gpm and the decrease in capacity at the existing pump station will not be affected. The worst case would be the existing pump station runs for additional 2.2 minutes or that would use 9-inches within the wet-well based upon the deceased pump capacity of 83 gpm. Assuming worst case and the WSEL with the existing pump station was at elevation 181.50 (pump on elevation) there is another 12-inches between lag pump on elevation (elevation 182.50). The additional 9-inches within the wet-well is below the lag pump on switch based upon average flow for another 2.2 minutes (37 gpm x 2.2 minutes/ 211 gallon per vertical foot of wet-well). Therefore, when the two pumps act in parallel they can transport the wastewater flow.

Due to the fact that pump stations run time are short (1.7 minutes for proposed and 3.7 minutes for existing), the number of cycles per hours at both pump stations are less then 4 cycles per hour, both pumps in parallel exceed average pumping capacity requirements and there is reserve capacity within the existing pump station wet-well, no adverse effects to the existing pump stations and forcemain are anticipated by the construction of the proposed pump station at 42 Gates Ave.

### 2.3.8Schuylerville Wastewater Plant

All sewer effluent from the proposed project will be transported to Schuylerville wastewater treatment plant. The average daily flow at the plant is 395,00 gpd. The plant has a treatment capacity of 490,000 gpd. The highest daily rate of 561,000 gpd has been experienced at the plant. Based upon the project generating 29,843 gallons per day the existing wastewater plant has capacity for normal operations. As the existing wastewater plant does experience wet-weather problems from I/I or elicit stormwater connections the plant did recently installed upgrades which included a 500,000 gallon equalization tank.



The extend of impacts to the Schuylerville wastewater treatment plant during wet weather can not be determined based upon proposed sewer flows from the proposed project.

### 2.4 Village Agreement

The Village or Victory and The Village of Schuylerville has a sewer agreement (See Exhibit 7). Per the sewer agreement the Village of Victory sends its wastewater flow to Schuylerville wastewater treatment plant. Per the agreement there was an existing 249 "Units" and has an expansion clause up to 429 units an escalations clause when the Village of Victory exceeds 429 units.

The proposed project will add 234 bedrooms (138 one-bedrooms and 48 two-bedrooms) units while the restaurant and brewery operation would add an estimated 40 units for a total number of 274 new units being

Per the expansion clause of the agreement this project will result in the annual payment of \$60,000 from the Village of Victory to Village of Schuylerville to be increased to approximately \$74,022.92 annually (249 units based density + 274 new units= 523 total units – 429 units= 94 units x \$149.18= 14,022.92).

### 2.5 District Extensions

The project is located within the Village limits, and as such, will not be required to extend the water district or sewer district.

### 2.6 Financing

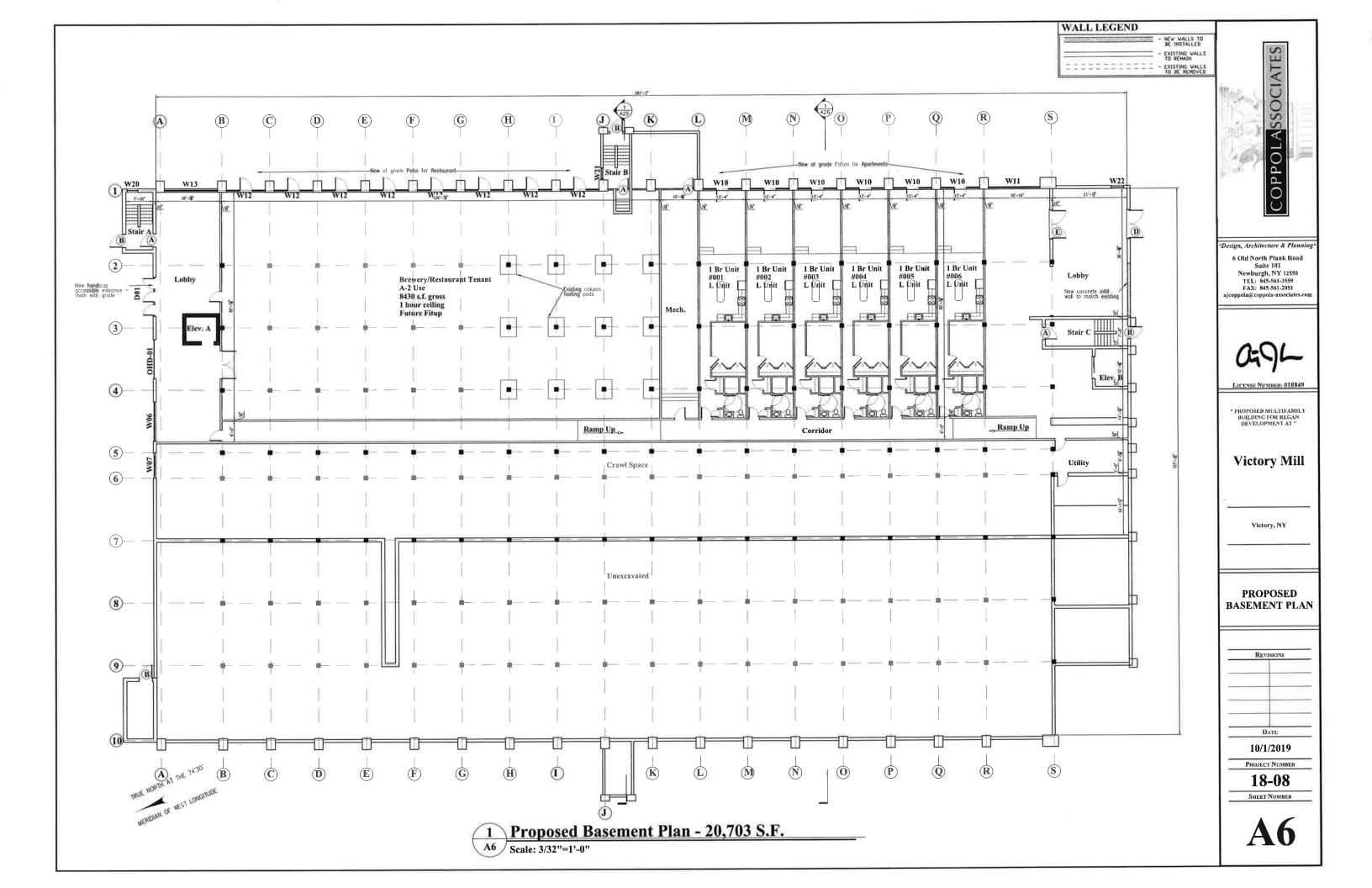
Financing the proposed water and sewer improvements to the site shall be born entirely by the developer of the project.

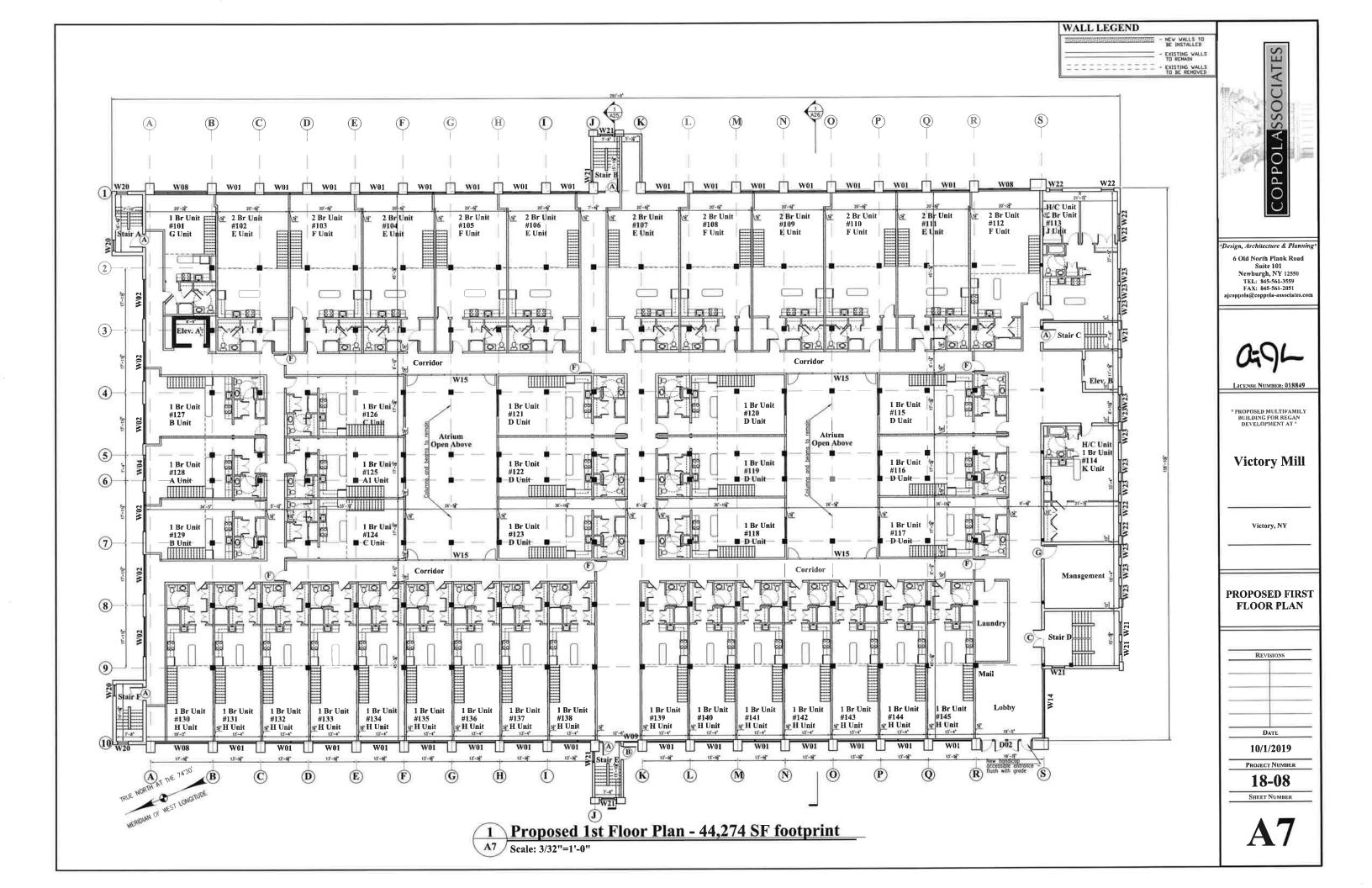


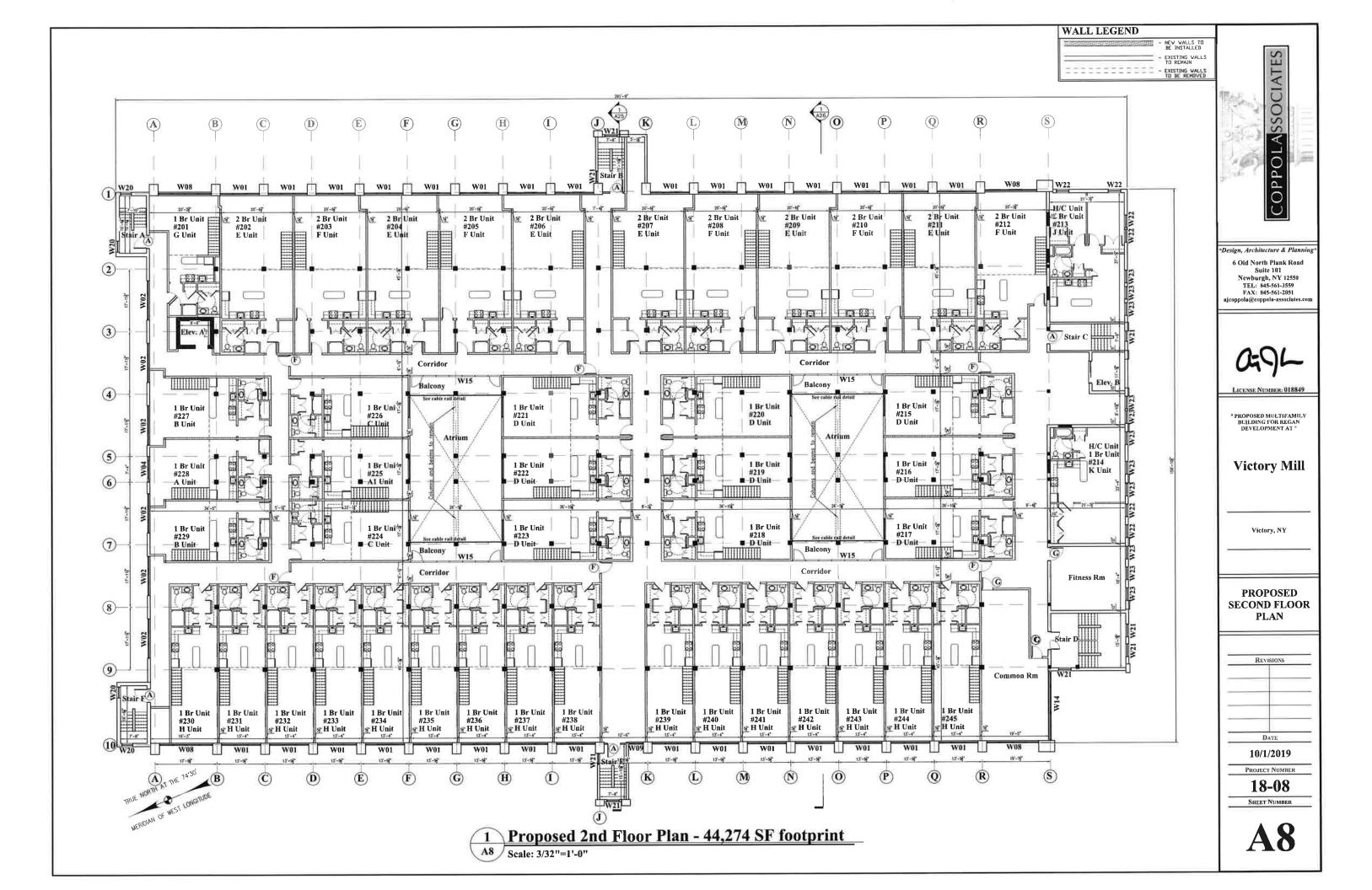
3.0 EXHIBITS

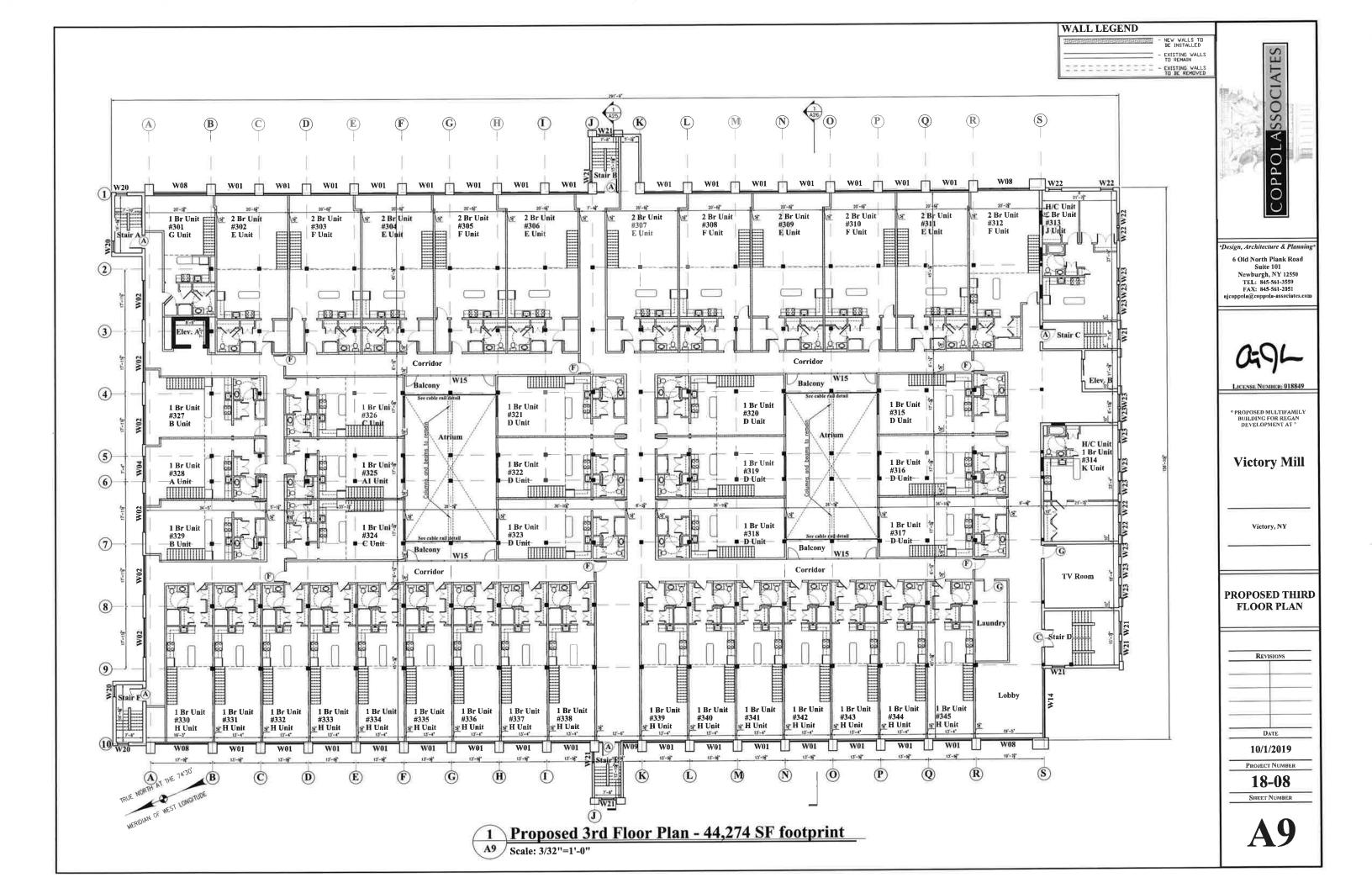


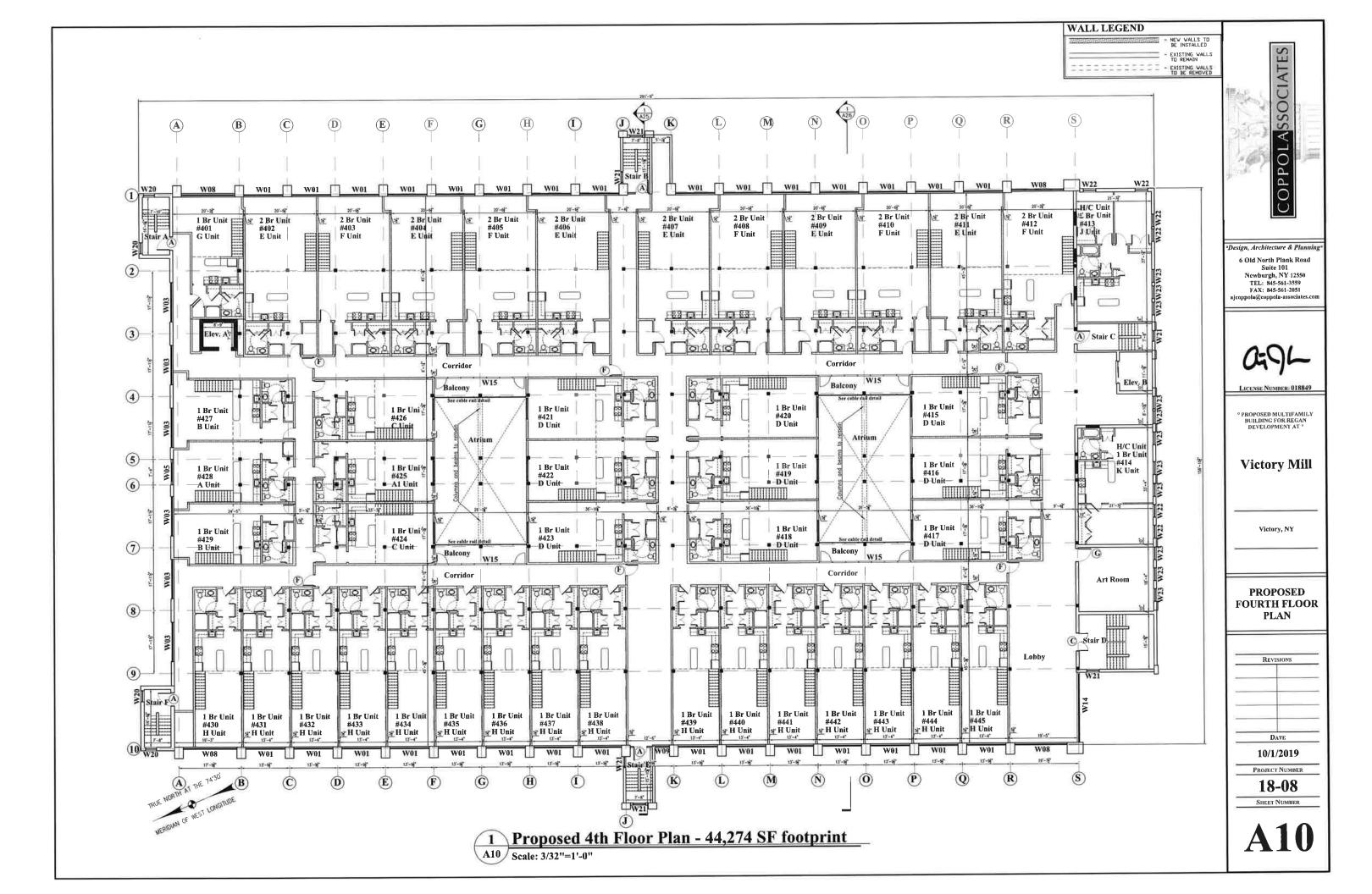
Exhibit 1 – Architectural building layout

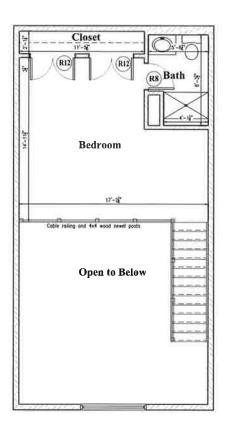


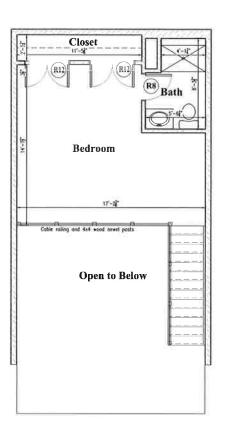


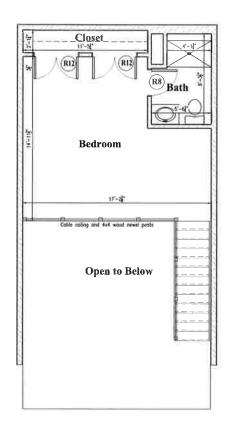


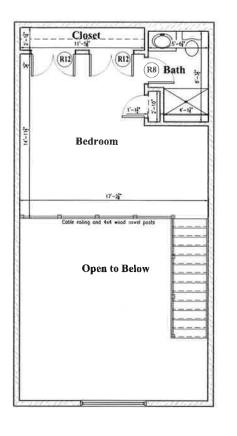


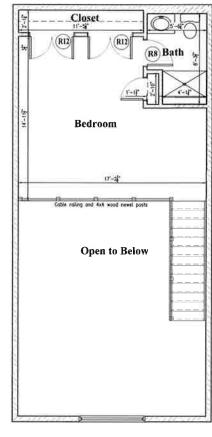




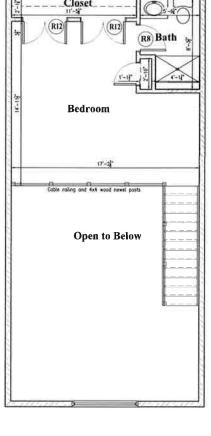


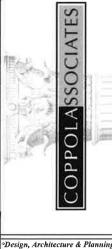






Mech





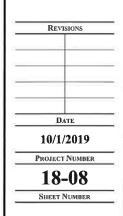
6 Old North Plank Road Suite 101 Newburgh, NY 12550 TEL: 845-561-3559 FAX: 845-561-2051

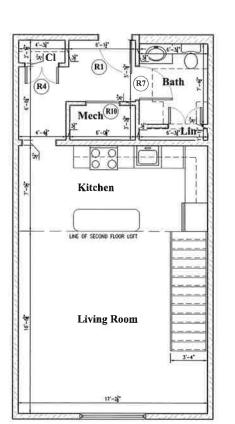
LICENSE NUMBER: 018849

Victory Mill

Victory, NY

TYPICAL UNIT **PLANS** 









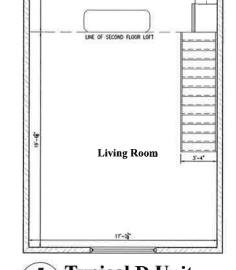
Typical A Unit A22 Scale: 1/4"=1'-0"



Typical B Unit A22 Scale: 1/4"=1'-0"

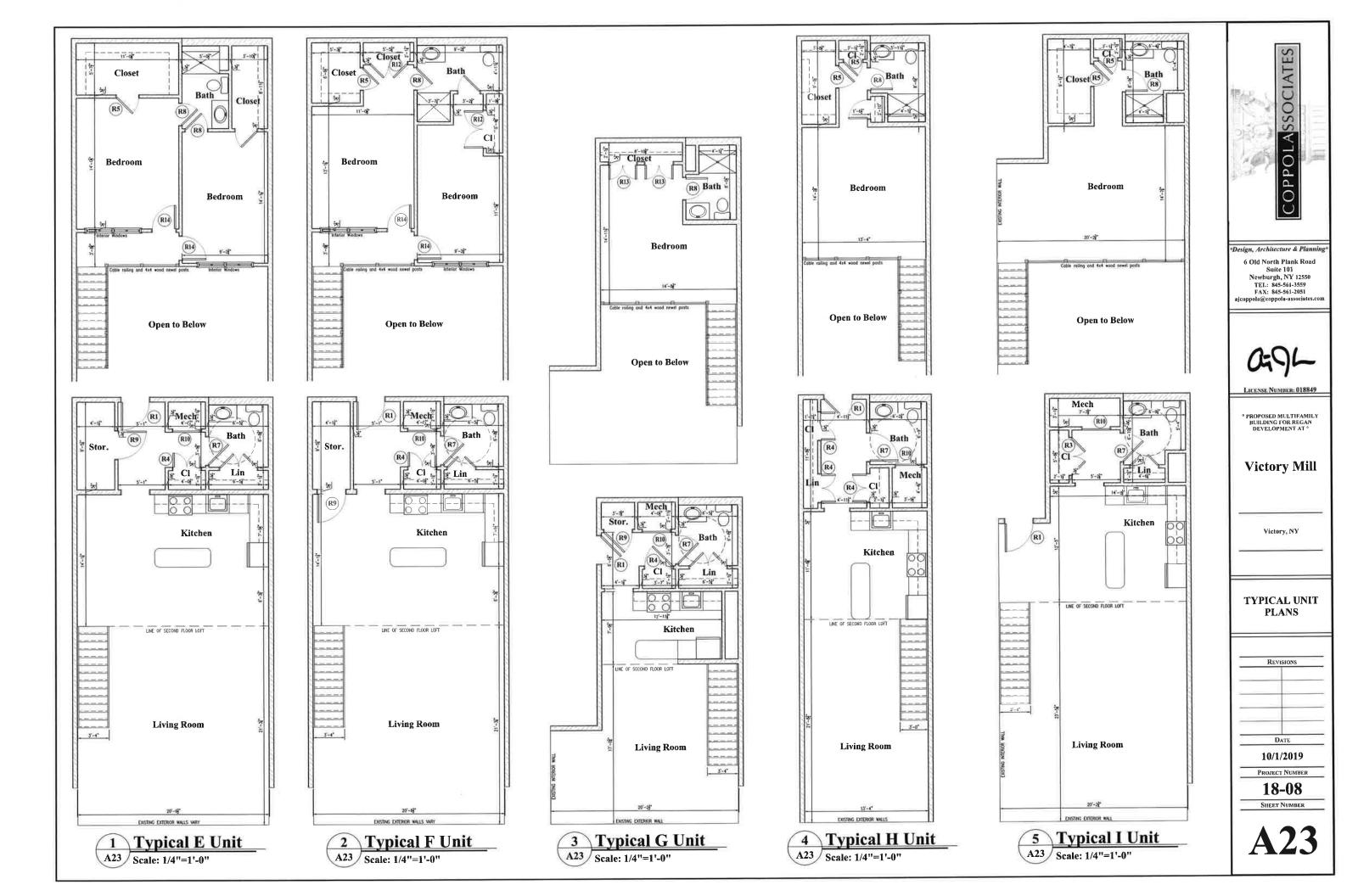


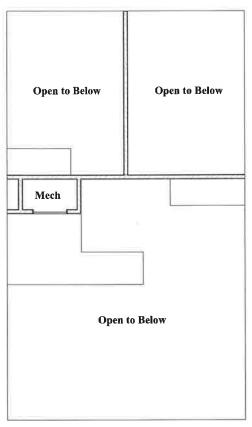
Typical C Unit A22 Scale: 1/4"=1'-0"

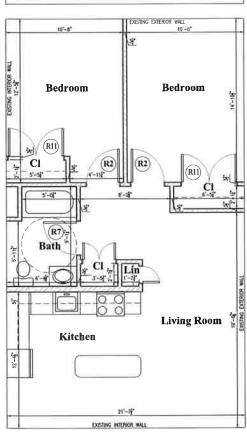


Kitchen

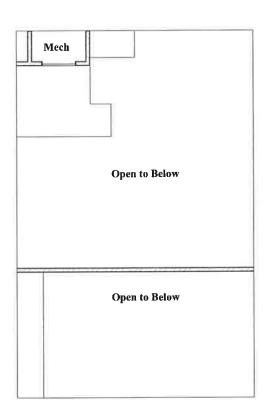
Typical D Unit A22 Scale: 1/4"=1'-0"

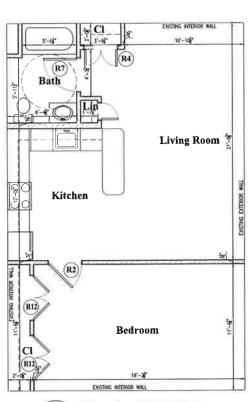




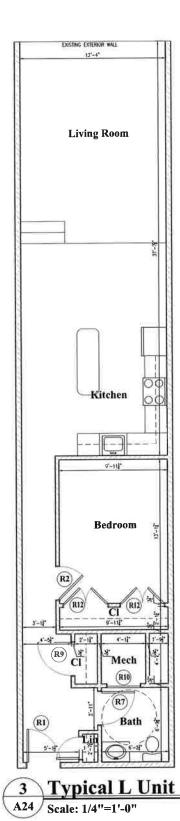


1 Typical J Unit
A24 Scale: 1/4"=1'-0"





2 Typical K Unit
Scale: 1/4"=1'-0"



COPPOLASSOCIATES

Design, Architecture & Planning°

6 Old North Plank Road Suite 101 Newburgh, NY 12550 TEL: 845-561-3559 FAX: 845-561-2051 ajcoppola@coppola-associates.com



LICENSE NUMBER: 018849

° PROPOSED MULTIFAMILY BUILDING FOR REGAN DEVELOPMENT AT °

Victory Mill

Victory, NY

TYPICAL UNIT PLANS

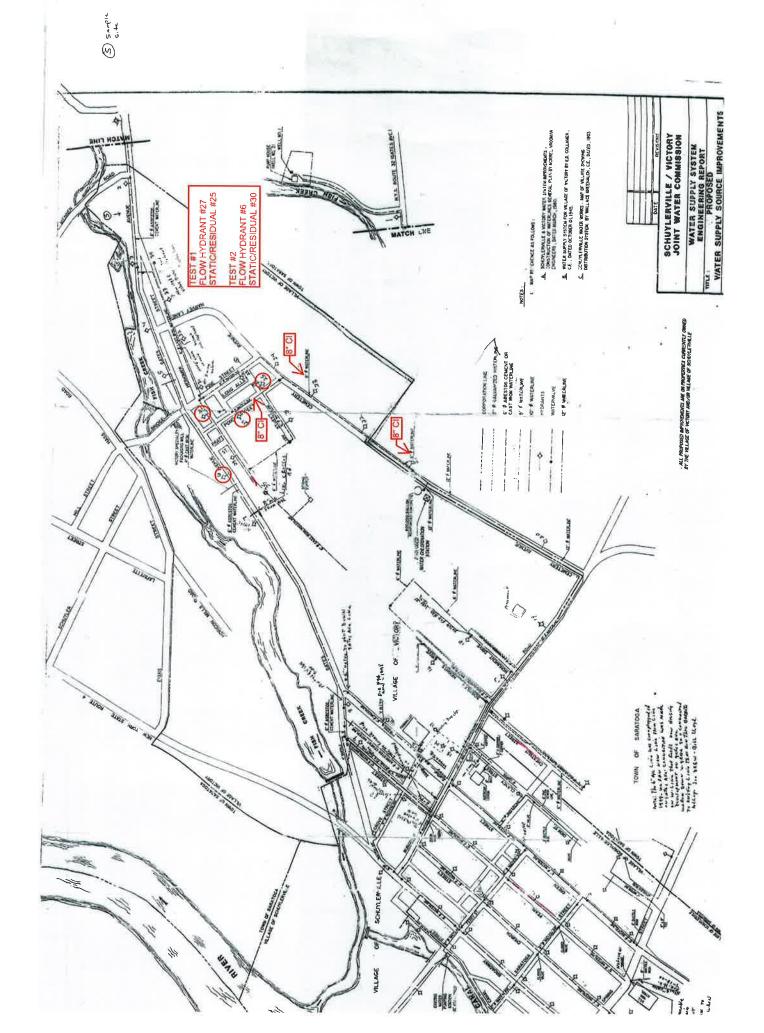
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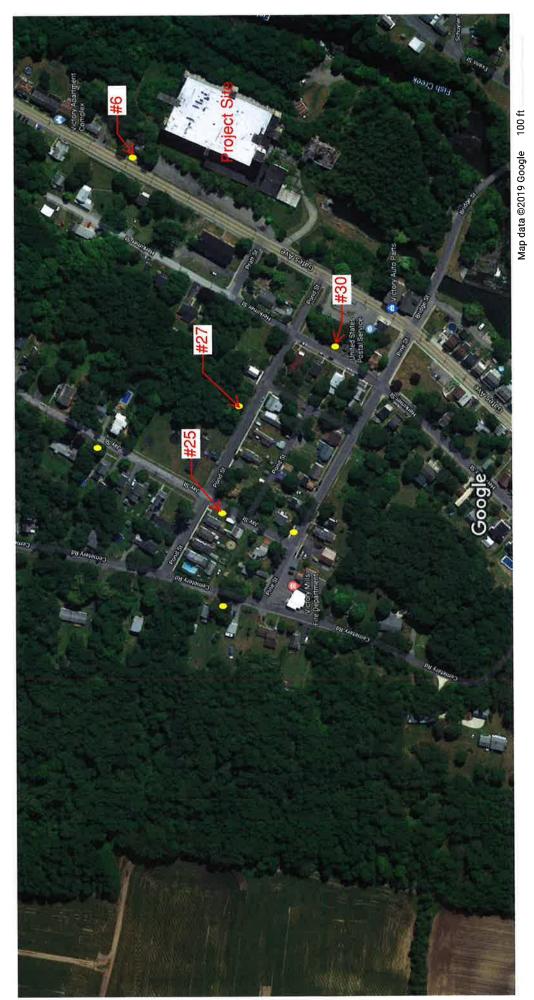
SHEET NUMBER



Exhibit 2 - Fire Hydrant Data



# Google Maps Victory



# **HYDRANT FLOW TEST REPORT**

LOCATION : Victory	DATE <u>5/31/19</u>	
TEST MADE BY <u>Mitchell Brower</u>	TIME <u>10 A.M.</u>	
REPRESENTATIVE OF M.J. Engineering	g and Land Surveying	
WITNESS Bill from DPW		
STATE PURPOSE OF TEST		
CONSUMPTION RATE DURING TEST		
IF PUMPS AFFECT TEST, INDICATE PUM	PS OPERATING	_
FLOW HYDRANT #6:		
Size Nozzle	2 1/2"	
Pitot Reading	_25	
Discharge Coefficient	.9	
Flow	840 GPM	
STATIC HYDRANT #3043_psi	RESIDUAL	35 psi
PROJECTED RESULTS: @ 20 psi RESIDU.	AL <u>1485_g</u> pm; or @ <u>0</u> psi RESIDU/	AL <u>2080</u> gpm
REMARKS		
LOCATION MAP: Show lines and distant		
Indicate: Hydrant Sprink	ler Other (Identify)	



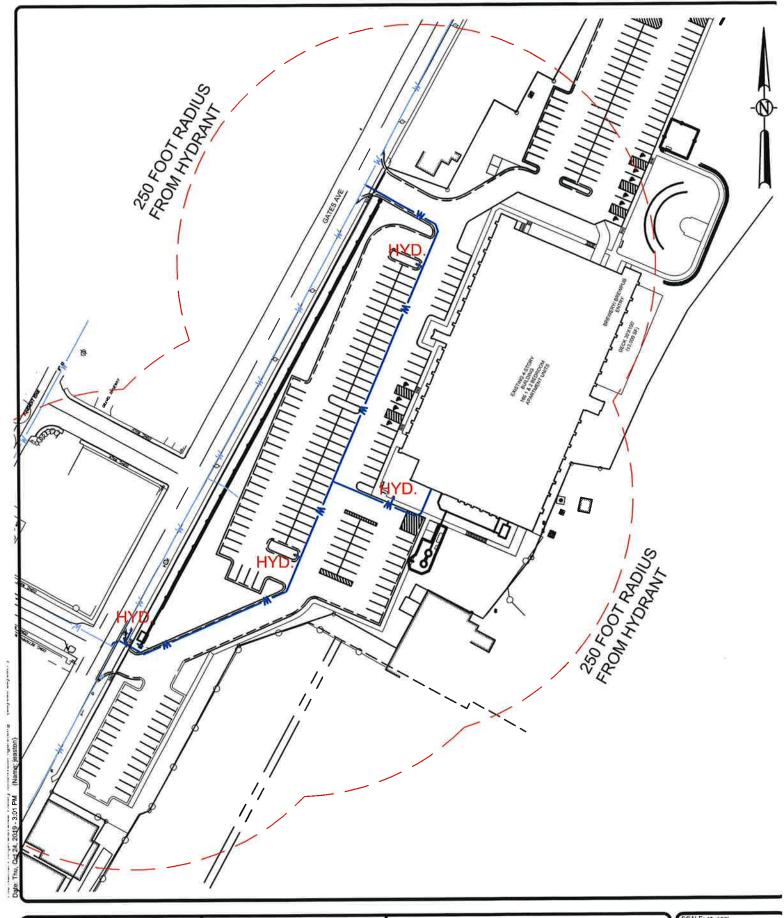
# **HYDRANT FLOW TEST REPORT**

		DATE <u>5/31/19</u>
		TIME <u>10 A.M.</u>
REPRESENTATIVE OFM.J. E	Ingineering and Land Surveying	
WITNESS Bill from DPW		
CONSUMPTION RATE DURING TEST_	т,	
IF PUMPS AFFECT TEST, INDICATE PU	IMPS OPERATING	
FLOW HYDRANT #27:		_
Size Nozzle	2 1/2"	_
Pitot Reading	10-20	_
Discharge Coefficient	.9	_
Flow	530-750 GPN	<u> </u>
STATIC HYDRANT #25 <u>39</u> psi	RESIDUAL	<u>38</u> psi
PROJECTED RESULTS: @ 20 psi RESIE	DUAL <u>2600</u> gpm; or @ <u>0</u> psi RESIDI	JAL <u>3830</u> gpm
REMARKS		
	ance to next cross connected line. Show	
Indicate: Hydrant Spri	nkler Other (Identify)	





Exhibit 3 - Fire Hydrant radius map



PROJ. MANAGER: XXX
CHIEF DESIGNER: XXX
DESIGNED BY: XXX
DRAWN BY: XXX
CHECKED BY: XXX

SEAL



REGAN DEVELOPMENT

### **HYDRANT LOCATION MAP**

**42 GATES AVE** 

VILLAGE OF VICTORY

NEW YORK

SCALE: 1\*=100'
CONTRACT No.: MJ PROJ. No.: 973.32
DATE: 10.25.19

C1

### NEW YORK STATE DEPARTMENT OF HEALTH

Dungay of Water Sunnly Protection

Application of Approval of Plans for Public Water Supply Improvement

Applicant	Location of works (C,V,T)	County	Water District (specific area served)
Applicant Victory	Victory	Saratoga	Village of Victory
Victory	Victory	Suratogu	'mage of 'tolory
Type of Ownership	Private - Other	Authority	☐ Interstate
	ommercial Private - Institution	nal Federal	☐ International
	/ater Works Corp. Board of Education	☐ State	Native American Reservation
	atol trolle corp.	4500169	
	stem. If checked, provide PWS ID # NY		
	ovide capacity development (viability) ana		motorios 1
If this project involves a new sy	stem, new water district, or a district extens Disk. If digital boundary location details a	sion provide boundary des	text description
	Digital CAD Data Provided Other Digital		ext Description Provided \[ \sum \text{N/A}
		Duta (Tovidea	sic bestingtion (except
T unitating octained			
If DWSRF is check	ked, please provide DWSRF #  Estimated Pr	oignt Cost C	
Source	Treatment Estimated F1	Storage	Distribution
Source	Treatment	Storage	\$500,000.00
Pumping	Engineering	Legal/Permitting	Total
i umping	\$20,000		\$500,000.00
Type of Project		/. Light Disinfection	✓ Distribution
Source	<u> </u>	oridation	☐ Storage
Transmission		ner Treatment	Other
	825 LF of 8" c-900 pipe, 4 hydrants, 7 val	ves, and 1 water service la	iteral.
Project Description			
Total Popu	ulation of Service Area	2,200	
	lation actually served	100%	]
% populat	tion affected by project	100%	]
Latest Total Co	onsumption Data (in MGD)		
		-	
Average Day	Year	NIVO D. C	
0.188	2017	NYS Professional Licensed Engineer	
Maximum Day	Year	Stamp and	
0.75	2017	Signature***	
Peak Hour	Year		
l car flour			
N/A	14		
	MJ Engineering and Land Surveying P.C.		
	, s		
Name and Address of Design	1533 Crescent Road, Clifton Park NY 120	065	
Engineer	, , , , , , , , , , , , , , , , , , , ,		
		F. 11: 4 O	* 1
THE R. P. LEWIS CO., LANSING, MICH. 49, 121, 121, 121, 121, 121, 121, 121, 12	Phone: (518) 371-0799	Email: jeaston@n	ajeis.com
Si	gnature of Applicant		Date
NOTE: All applications must be accom-	panied by 3 sets of plans, 3 sets of specifications and	an engineer's report describing t	the project in detail. The project must first be discussed with
the appropriate city, county district or	regional public health engineer. Signature by a design	nated representative must be acco	ompanied by a letter of authorization
*Additional information regarding cap		http://www.health.state.ny.us/	/nysdoh/water/main.htm
**Current DWSRF project listings may	y be found at:	http://www.health.state.ny.us/	
	e the Design Engineer agrees that the plans and specific		Automote with the most recent



Exhibit 4 - Proposed Pump Station (42 Gates Ave)

# Village of Victory 42 Gates Ave

## Wastewater Pump Station and Forcemain Design

Project Name: Victory Mills

Average Daily Flow (gpm): 26.5

Pump Operational Point No. 1 (gpm@tdh): 210 gpm @ 61.5 TDH

Pump Manufacturer: Flygt

Model Number: NP3102 SH 3

Impeller Diameter: 135 mm

Horse Power: 6.5

Voltage: 460

Force Main Diameter (in): 4" C-900

Force Main Length (ft): 320

File Path:

# **Design Pumping Flow Rate**

Peaking Factor Calculation		
Service Area Population =	400	
Peak Factor =	18 + √P	
	4 + √P	
Calculated Peak Factor =	4.0	
Design Peak Factor =	4.0	

Determine Minimum Pump Rate		
Average Daily Flow =	38,158	GPD
Peak Flow =	152,632	GPD
Minimum Pumping Rate Required =	106	GPM
Design Pumping Rate =	200	GPM

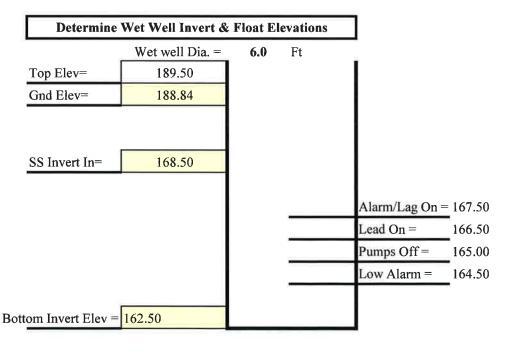
# Cycle Time & Wet Well Geometry

(Required for Wet Well Sizing for 42 Gates Ave)

Target Cycles Per Hour		
ADF	=	26 gpm
Pumping Rate	=	200 gpm
Time	=	10.0 min.
,	Cycles Per Hour = [	6.0
Check Cycles Per Hour:		OK
Chec	k Cycles Per Hour:	OK

Determine Wet well Diameter			
Required Volume =	230	Gallons	
Pick Wet Well Diameter =	6.0	Ft	
Pick Wet Well Cycle =	1.50	Vert. Ft	
Volume in Cycle =	317	Gallons	

Vertical Datum Used: NAVD 88



# Force Main & Piping Design

Force Main Data				
Design Pump Rate (gpm) =	100			
Select Force Main Size (in) =	4			
Velocity (fps) =	2.55			
Meets Minimum Velocity Requirement?	OK			
Meets Maximum Velocity Requirement?	OK			
,				
Line Length (ft) =	320			
Account for Minor Losses =	10% per 100 lf			
Forcemain Equiv Length (ft) =	352			

Connection Point:	Gravity Sewer on Fuller Station Road

Pump Station Piping Data				
Design Pump Rate (gpm) =			100	
Pick Wet V	Well & Valve Vault P	iping Size (in) =	4	
		Velocity (fps) =	2.55	
Ме	ets Minimum Velocit	v Requirement?	OK > 2 FPS	
		•	OK < 6 FPS	
Meets Maximum Velocity Requirement?			OR VOITS	
Item	Number of Fittings	L/D Ratio	Equivalent Length	
45 bend	11	16	5.33	
90 bend	3	30	30.00	
22.5 bend	0	9	0.00	
Branch Tee Flow	2	60	40.00	
Gate valve	2	135	90.00	
Plug Valve	1	17	5.67	
			0.00	
			0.00	
			0.00	
	Equivalent Fitt	ing Length (ft) =	171	
Wet W	ell & Valve Vault Pip	ing Length (ft) =	50	
Total Equivalent Pump Station Pipe Length (ft) =		221		
Pump Sta	tion and Fitting Equ	iv Length (ft) =	221	

### **Pump Selection**

### Wet Well Data

Wet Well Piping Diameter (in) = 4

Material= DIP

Equivalent Wet Well Piping Length (ft) = 221

Hazen-Williams C Factor = 130

### Force Main Data

Force Main Diameter (in) = 4

Material= C-900

Equivalent Force Main Length (ft) = 352

Hazen-Williams C Factor = 130

### Static Head

Connection Elevation = 194 (MH #32 or high point)

> Elevation Out = 162.5 (Bottom of Wet Well)

### **Pump General Design Requirments**

Minimum Required Pump Rate(GPM) = 106

Design Pumping Rate (GPM)= 200

Friction Head Hazen-Willaims Equation

 $f = \frac{10.44 \times L(ft) \times Q^{1.85}(gpm)}{C^{1.85} \times D \text{ (inches)}^{4.47}}$ 

### **Existing Force Main Data**

Force Main Diameter (in) = 6

Material= SDR-21

Equivalent Force Main Length (ft) = 3200

Hazen-Williams C Factor = 130

GPM	Static Head (ft.)	Friction Head in 4" DIP (ft.)	Friction Head in 4" C-900 (ft.)	Friction Head in Existing. 6" SDR-21 (ft.)	тон	Forcemain Velocity 4" DIP & C-900 (fps)	Forcemain Velocity 6" PVC (fps) Existing
50	31.5	0.461	0.734	0.926	33.62	1.28	0.57
100	31.5	1.661	2,645	3.338	39.14	2.55	1,14
150	31.5	3.516	5.600	7.067	47.68	3.83	1,70
180	31.5	4.926	7.846	9,902	54.17	4.60	2.04
200	31.5	5.986	9.535	12,033	59.05	5.11	2.27
210	31.5	6.552	10.436	13.169	61.66	5.36	2,38
250	31.5	9.046	14.408	18.182	73.14	6.39	2.84
300	31.5	12.675	20.188	25.476	89.84	7.66	3,41

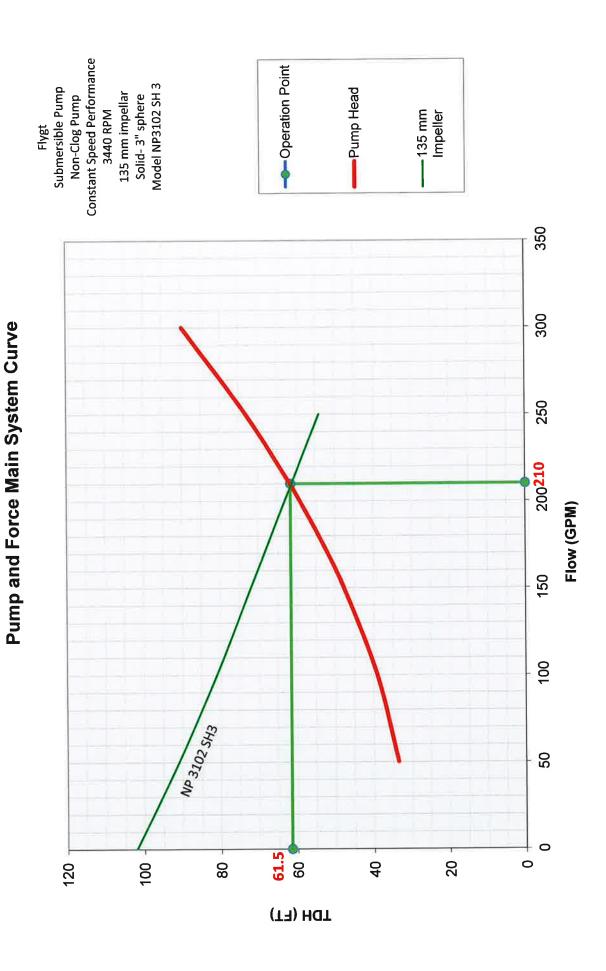
Pump Manufacturer: Flygt

Model Number: NP3102 SH 3

Impeller Diameter: 135 mm

Horsepower: 6.5

Hertz 60



# **Station Operation Check**

**Proposed Operational Point No.1** 

210 GPM @ 61.5 TDH

### **Check Wet well Cycle Times**

Wet well	Wet well	Wet well	Wet well	
Diameter	Area	Cycle	Volume	
(feet)	(gal / VF)	(ft)	(gal)	_
6.0	211	1.50	317	
Fill =	Wet well Volume ADF	=	12.0	minutes
Run =	Wet well Volume Pump Rate - ADF		1.7	minutes

Total = 13.7 minutes

vele Time = 4.4 Cycles / Hour

Cycle Time = 4.4

Meets Minimum Cycle Time? OK

Meets Maximum Cycle Time? OK

# **Buoyancy Calculations**

Wet well Outside Dimensions	7.00	Feet
Wet well Inside Dimensions	6.00	Feet
Wet well Top Slab Elevation	189.50	Feet
Wet well Invert Elevation	162.50	Feet
Extended Base Slab Diameter	8.00	Feet
Extended Base Slab Thickness	0.66	Feet
Top Slab Thickness	0.66	Feet

### Calculate Total Volume of Wet well Structure

Volume of Wet well Riser Sections=	1039	cf
Volume of Wet well Extended Base=	33	cf
Total Volume of Wet well Structure=	1072	cf

### Calculate Total Volume of Water Displaced (Total Buoyant Force)

H20 Displaced = (Volume of	Wet well	Structure) * (62.4 lbs/cf)
H20 Displaced=	66875	lbs

### Calculate Submerged Weight of Wet well Components

Section	Total Ht	Weight
Top Slab Thickness (ft.)	0.66	3810
Riser - Total Vertical Ft.	27.00	41351
Base Slab Thickness (ft.)	0.66	4976
Totals=	28.32	50137

(Unit weight of concrete 150 lbs/cf)

Total Weight of Concrete in Wet well= 50137 lbs.

### Calculate Weight of Soil Above Extended Base/Footing

Total Area of Extended Base	50	sf
Total Area of Wet well Riser	38	sf
Area of Extended Base less Wet well	12	sf
Height of Soil Above Extended Base	26	ft
Volume of Soil Above Extended Base	310	cf
Weight of Soil Above Extended Base (estimated)	120	lbs/cf
Total Weight of Soil Above Extended Base	37237	lbs

### Calculate Weight of Concrete Ballast

Diameter of Concrete Ballast (24" ring)	9.0 fee
Total Area of Concrete Ballast	64 sf
Total Area of Wet Well Riser	38 sf
Area of Extended Ballast less Wet well	25 sf
Height of Concrete Ballast	4 fee
Total Weight of Concrete Ballast	14074 lb:

### Flotation Protection Required?

Weight of Concrete and Weight of Soil Above Extended Base:	101449	lbs
Weight of Water Displaced By Wet Well:	66875	lbs
Flotation Protection Required?	NO	
Factor of Safety:	1.52	

Patented self cleaning semi-open channel impeller, ideal for pumping in waste water applications. Possible to be upgraded with Guide-pin® for even better clogging resistance. Modular based design with high adaptation grade.



Curve: ISO 9906

# Technical specification



Water, pure [100%],39,2 °F,62.42 lb/ft³,1.6891E-5 ft²/s Curves according to: 108- Head 104 100 96 92-88-84-80 76 72 68 64 60 56 56.8% 48 44 40 36 32 28-24-20-16 12 8 4 100 150 200 250 300 350 400 450 [USgpm]

### Configuration

Motor number N3102.070 18-10-2AL-W

6.5hp

Impeller diameter

135 mm

Installation type

P - Semi permanent, Wet

Discharge diameter 3 1/8 inch

### **Pump information**

Impeller diameter

135 mm

Discharge diameter

3 1/8 inch

Inlet diameter

80 mm

Maximum operating speed

3440 rpm

Number of blades

# **Materials**

Impeller

Hard-Iron ™

Stator housing material Grey cast iron

Last update Created by Project

10/25/2019 Block Created on

# Technical specification

a xylem brand

**Motor - General** 

Motor number N3102.070 18-10-2AL-W 6.5hp

**Approval** 

Frequency 60 Hz

Phases

Number of poles 2

Rated voltage

460 V

Rated speed 3440 rpm

Rated current 8.2 A Insulation class

Type of Duty

Rated power

Stator variant

6.5 hp

12

**Motor - Technical** 

Power factor - 1/1 Load 0.94

Power factor - 3/4 Load 0.94

Power factor - 1/2 Load

0.91

Motor efficiency - 1/1 Load 78.9 %

Motor efficiency - 3/4 Load

80.5 %

Motor efficiency - 1/2 Load 79.6 %

Total moment of inertia 0.23 lb ft<sup>2</sup>

Starting current, direct starting

Starting current, star-delta

18.7 A

Starts per hour max.

Project Created by Last update

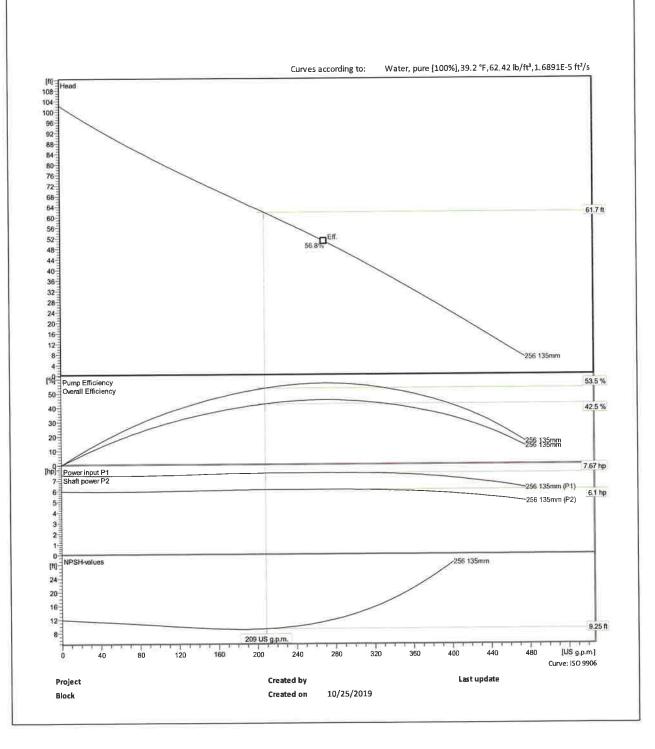
Block Created on 10/25/2019

# Performance curve

**Duty point** 

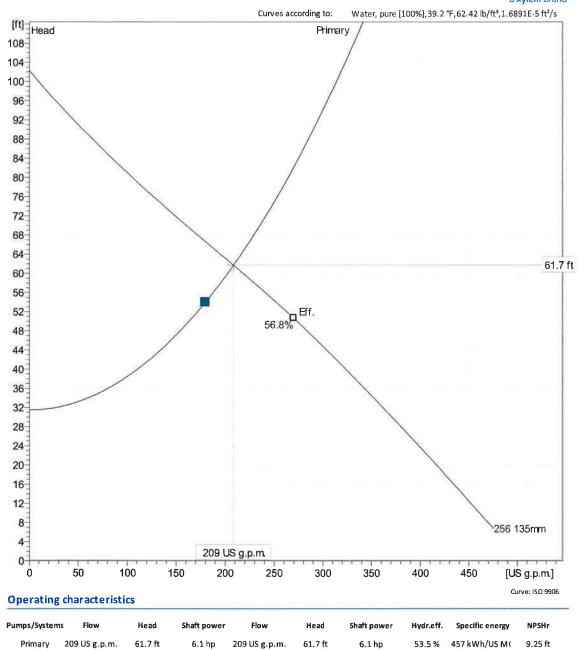
209 US g,p.m.

**Head** 61.7 ft FLYGT
a xylem brand



**Duty Analysis** 





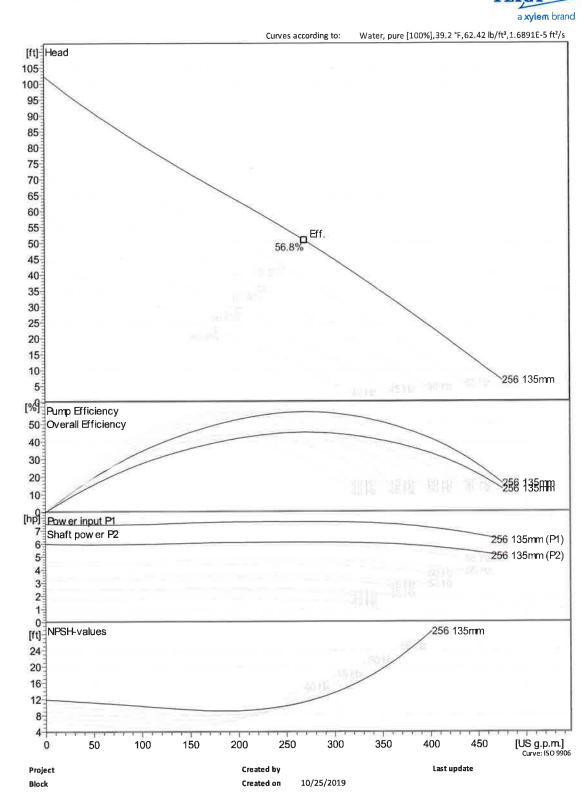
Project Block Created by Created on

10/25/2019

Last update

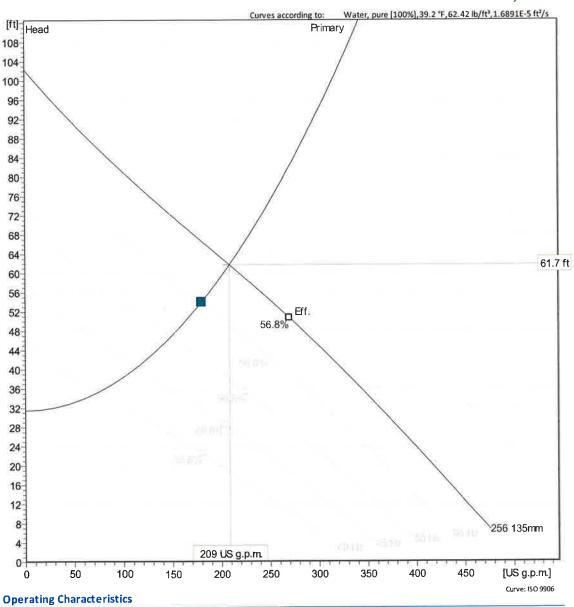
VFD Curve





VFD Analysis





Pumps/Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific energy	NPSHr
Primary	59.9 Hz	209 US g.p.m.	61.7 ft	6.1 hp	209 US g.p.m.	61.7 ft	6.1 hp	53.5 %	457 kWh/US M	9.25 ft
Primary	55 Hz	184 US g.p.m.	54.9 ft	4.88 hp	184 US g.p.m.	54.9 ft	4.88 hp	52.3 %	411 kWh/US M	8.13 ft
Primary	50 Hz	152 US g.p.m.	47.6 ft	3.66 hp	152 US g.p.m.	47.6 ft	3.66 hp	50 %	374 kWh/US M	6.96 ft
Primary	45 Hz	117 US g,p.m.	41.1 ft	2.66 hp	117 US g.p.m.	41.1 ft	2.66 hp	46 %	362 kWh/US M	6.01 ft
Primary	40 Hz	77.7 US g.p.m	35.7 ft	1,84 hp	77.7 US g.p.m	35.7 ft	1.84 hp	38.1 %	404 kWh/US M	5.32 ft

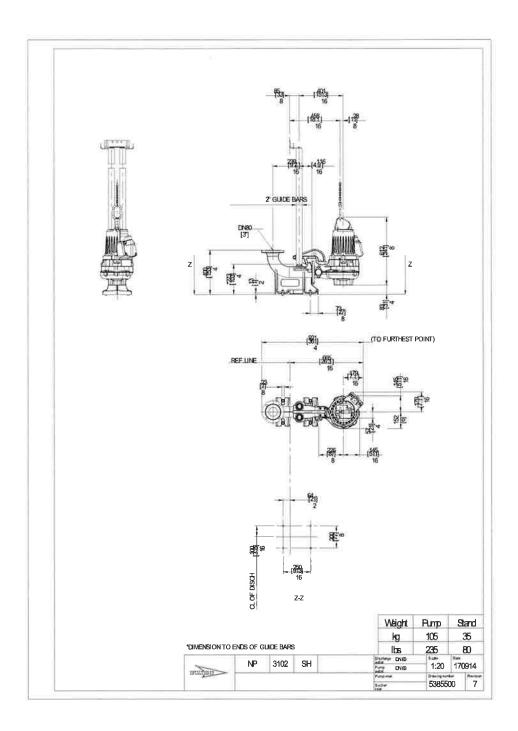
Project Block Created by Created on

10/25/2019

Last update

Dimensional drawing





Project Block Created by Created on

10/25/2019

Last update



**Exhibit 5 – Existing Pump Station** 

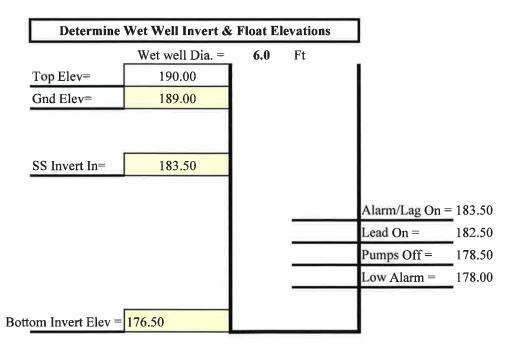
# **Cycle Time & Wet Well Geometry**

(Existing Pump Station Wet Well)

Target Cycles Per Hour									
ADF	=	49 gpm							
Pumping Rate	=	200 gpm							
Time	=	10.0 min.							
	Cycles Per Hour =	6.0							
Chec	k Cycles Per Hour:	OK							
Chec	k Cycles Per Hour:	OK							

Determine Wet well Diameter								
Required Volume =	368	Gallons						
Pick Wet Well Diameter =	6.0	Ft						
Pick Wet Well Cycle =	3.00	Vert. Ft						
Volume in Cycle =	634	Gallons						

Vertical Datum Used: NAVD 88



# **Pump Selection**

## Wet Well Data

Wet Well Piping Diameter (in) = 6

Material= DIP

Equivalent Wet Well Piping Length (ft) = 307

Hazen-Williams C Factor = 130

## Force Main Data

Force Main Diameter (in) = 6

Material= SDR-21

Equivalent Force Main Length (ft) = 4121

Hazen-Williams C Factor = 130

## Static Head

Connection Elevation = 194 (MH #32 or high point)

> Elevation Out = 176.5 (Bottom of Wet Well)

# **Pump General Design Requirments**

Minimum Required Pump Rate(GPM) = xDesign Pumping Rate (GPM)= 200

Friction Head Hazen-Willaims Equation

 $f=\frac{10.44 \times L(ft) \times Q^{1.85}(gpm)}{C^{1.85} \times D \text{ (inches)}^{4.47}}$ 

	1		
	1		
	1		
	1		
П	1		
П	1		
Ш			
П			
Ш	1		
Ш	1		
П			

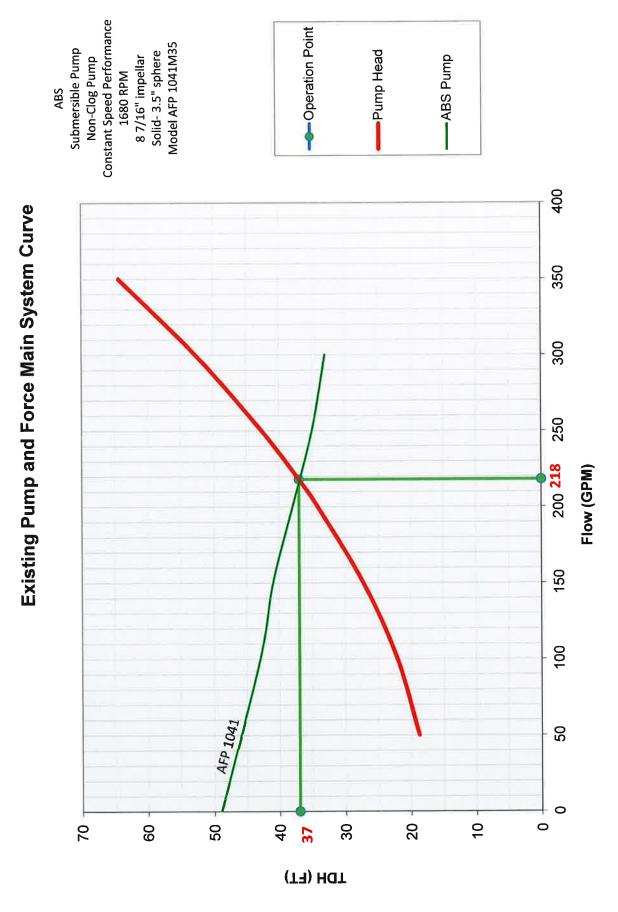
GPM	Static Head (ft.)	Friction Head in 6" DIP (ft.)	Friction Head in 6" PVC (ft.)	тон	Forcemain Velocity 6" SDR-21 (fps)	
50	17.5	0.089	1.192	18.78	0,57	
100	17.5	0.320	4.299	22.12	1.14	
150	17.5	0.677	9.101	27.28	1.70	
200	17.5	1.153	15.497	34.15	2.27	
218	17.5	1,352	18.175	37.03	2.47	
250	17.5	1.742	23.417	42.66	2,84	
300	17.5	2.440	32,810	52.75	3.41	
350	17.5	3.245	43,638	64.38	3.97	

Pump Manufacturer: ABS Model Number: AFP1041M35

Impeller Diameter: 8/7/2016

Horsepower: 4.7

Hertz 60



# **Station Operation Check**

**Proposed Operational Point No.1** 

218 GPM @ 37 TDH

# **Check Wet well Cycle Times**

Wet well	Wet well	Wet well	Wet well	
Diameter	Area	Cycle	Volume	
(feet)	(gal / VF)	(ft)	(gal)	<u>.</u>
6.0	211	3.00	634	
Fill =	Wet well Volume ADF	=	13.0	minutes
Run =	Wet well Volume Pump Rate - ADF	=	3.7	minutes
				54

Total = 16.8 minutes

Cycle Time = 3.6 Cycles / Hour

Meets Minimum Cycle Time? OK
Meets Maximum Cycle Time? OK

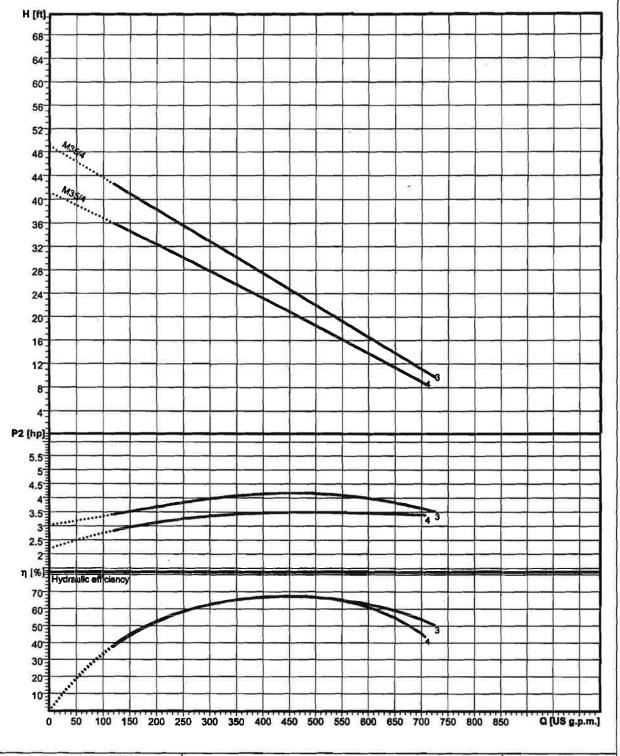


# **AFP 1041, 4 Pole**

Page

2.1

Impeller Contrabloc impeller



Specifications subject to change without notice

Operation in dotted area is not recommended

Revision

1999-02-10



**Exhibit 6 – Pumps In Parallel** 

# **Pump Stations in Parallel**

### **Existing Pump Station Proposed Pump Station** ft Static head= ft Static head= 17.5 31.5 307 ft 4" DIP equilvant length= 221 ft 6" DIP equilvant length= 6" PVC SDR Equilivant length= ft 4" C-900 Equilivant length= 352 ft 920 6" PVC SDR Equilivant length= 3200 ft 6" PVC SDR Equilivant length= 3200 ft Hazen-Williams C Factor = 130 Hazen-Williams C Factor = 130

Friction Head Hazen-Willaims Equation

f= 
$$\frac{10.44 \times L(ft) \times Q^{1.85}(gpm)}{C^{1.85} \times D \text{ (inches)}^{4.47}}$$

# **Proposed Pump Station**

GPM	Static Head (ft.)	Friction Head in 4" DIP (ft.)	Friction Head in 4" C-900 (ft.) [To Vault]	Existing. 6" SDR-21	TDH		Forcemain Velocity 6" PVC (fps) Existing
50	31.5	0.461	0.734	10.417	43.11	1.28	1.14
100	31.5	1.661	2.645	16.216	52.02	2.55	1.99
125	31.5	2.509	3.997	19.551	57.56	3.19	2.55
140	31.5	3.095	4.929	21.688	61.21	3.58	3.12
167	31.5	4.288	6.830	25.791	68.41	4.27	3.60
200	31.5	5.986	9.535	31.246	78.27	5.11	4.54
250	31.5	9.046	14.408	40.417	95.37	6.39	5.68
300	31.5	12.675	20.188	50.660	115.02	7.66	6.81

**Existing Pump Station** 

GPM	Static Head (ft.)	Friction Head in 6" DIP (ft.)	Friction Head in Existing. 6" SDR-21 (ft.) [To Vault]	Friction Head in Existing. 6" SDR-21 (ft.) [Vault to MH #32]	TDH	Forcemain Velocity 6" PVC (fps) Existing
50	17.5	0.089	0.266	10.943	28.80	1.14
75	17.5	0.188	0.564	13.755	32.01	1.99
100	17.5	0.320	0.960	16.860	35.64	2.55
135	17.5	0.558	1.672	21.688	41.42	3.12
150	17.5	0.678	2.032	23.927	44.14	3.60
200	17.5	1.154	3.459	32.114	54.23	4.54
250	17.5	1.744	5.227	41.393	65.86	5.68
300	17.5	2.444	7.324	51.742	79.01	6.81

Parallel Pump and Force Main System Curve

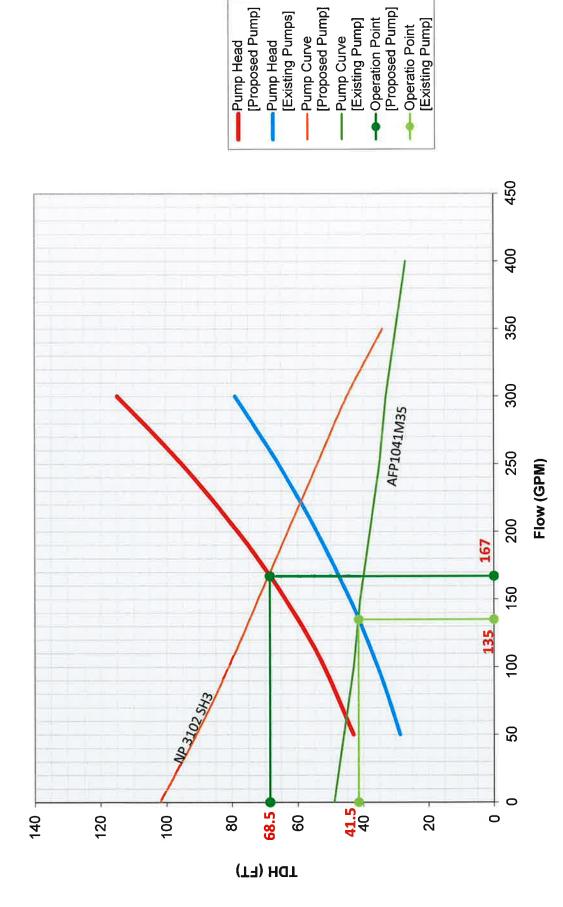




Exhibit 7 - Village Agreement



# WASTEWATER TRANSPORTATION TREATMENT, AND RELATED SERVICES AGREEMENT

This AGREEMENT is dated this 31<sup>st</sup> day of May, 2018, by and, between the VILLAGE OF SCHUYLERVILLE (hereinafter "Schuylerville"), with a business address at 35 Spring Street, Schuylerville, New York 12871 and the VILLAGE OF VICTORY (hereinafter "Victory"), with a business address at 23 Pine Street, P.O. Box 305, Victory Mills, New York 12884, witnesses the following:

WHEREAS, Schuylerville is the owner of a certain publicly owned treatment works (POTW) for the treatment of wastewater and identified as Village of Schuylerville WWTP, located at Canal Street in the Village of Schuylerville, Saratoga County, New York, NY SPDES Number NY0031941; and

WHEREAS, Schuylerville and Victory previously entered into an agreement titled "AGREEMENT Between VILLAGE OF VICTORY and VILLAGE OF SCHUYLERVILLE for WASTEWATER TRANSPORTATION AND TREATMENT SERVICES" dated May 3, 1992, as amended by amendments dated April 8, 1996 and December 12, 2003 (hereinafter "1992 Agreement") and

WHEREAS, the parties wish to supersede and replace the 1992 Agreement as amended with this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises contained and set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties intending to be legally bound agree as follows:

- 1. <u>REVOCATION AND REPLACEMENT OF PRIOR 1992 AGREEMENT</u>: Upon execution of this Agreement by and between Schuylerville and Victory, the "1992 Agreement" is to be deemed void, canceled, withdrawn and of no effect.
- 2. ANNUAL BILLING FOR TERM OF AGREEMENT: Schuylerville will charge, and Victory will pay, an annual charge for the services provided pursuant to the terms of this Agreement. The annual charge will be billed by Schuylerville on or before September 1<sup>st</sup>, of each year covered by the Agreement, and the charges so billed will be due to be paid by Victory on or before November 1<sup>st</sup> of each year, or within 60 days of receipt of the described bill, whichever last occurs. Interest shall accrue on any unpaid but due charges, at the rate of one per cent (1%) per month until paid.
- 3. AMOUNT TO BE BILLED: Commencing on June 1, 2018, and to cover services provided hereunder for the period from June 1, 2018 through May 31, 2019, Schuylerville will bill Victory Sixty Thousand (\$60,000.00) Dollars, and Victory shall pay same, subject to the provisions of Section 2 above. Such charge covers all operations, maintenance, improvements, assessments, and debt charges that might arise from the services provided to Victory by Schuylerville.

4. <u>TERM OF AGREEMENT:</u> The services to be provided hereunder shall be year to year, billed and paid as abové provided, starting on June 1, 2018 and running through May 31, 2045. Victory reserves the right to terminate the Agreement upon five (5) years written notice to Schuylerville, such notice delivered to the Schuylerville Village Clerk in the last month of any annual term.

In the event that Schuylerville stops operating a WWTP during the term of this Agreement, the terms and charges set forth herein shall survive, and be deemed, upon Victory's consent, assigned to any successor to Schuylerville in the treatment of the contemplated waste.

Five years prior to the expiration of this Agreement, each party shall notify the other of its desire and intent to negotiate a new agreement relative to the contents hereof. If both parties desire to continue such service, then the Parties will make reasonable efforts to negotiate a new Agreement for such services.

- ESCALATION CLAUSE: The parties agree that the charges set forth to be billed in paragraph 3 above shall be subject to annual escalation (or de-escalation) annually starting June 1, 2019, as follows. The amount established in paragraph 3 above shall increase, or decrease by the amount of increase or decrease shown in the published annual change in the the average Consumer Price Index for All Urban Consumers (CPI-U) in the Northeast for the last January through December as reported by the U.S. Bureau of Labor Statistics. The increases or decreases shall be cumulative as the annual CPI is applied to the annual charge then in effect.
- 6. <u>SERVICES PROVIDED:</u> Schuylerville operates a Waste Water Treatment Plant serving waste streams produced in Schuylerville and Victory as transported through the Villages' Waste

Water Collection Systems. Victory is hereinafter, for the term of this Agreement and subject to the provisions of this Agreement, permitted to discharge the waste generated from within the Victory system, as it now exists or as it may exist during the term of the Agreement, to Schuylerville for treatment and disposal. The discharge contemplated by this paragraph specifically and intentionally includes any discharge from the (Village's) Joint Water Facility that is currently connected to the Victory system. Schuylerville shall accept, for the term of this Agreement, all legal waste so discharged by Victory and the Joint Water Facility.

For purposes of this Agreement, "illegal waste" shall be deemed to include, but not be limited to, any substance that may cause an upset, bypass of the parties' respective waste water collection system, or would cause or contribute to a violation of Schuylerville's New York State Pollution Discharge Elimination System (SPDES) permit.

Victory also accepts that its collection and transportation system shall be kept and maintained by Victory in good and working order at Victory's sole cost and expense, during the Term of this Agreement, excluding the portions of said system assumed by Schuylerville as set forth elsewhere in this Agreement.

Victory accepts that its collection and transportation system are governed by state and federal law as to what constitutes legal and acceptable waste in the system, and will indemnify Schuylerville for any and all damages suffered as a result of illegal waste being introduced into the system from within the Victory portion of the collection and transportation system.

Schuylerville accepts the obligation and responsibility to operate and maintain any meters and/or pump stations including any replacements to such meters and/or pump stations installed now, or by Schuylerville in the future, in the collection and transport systems. This provision specifically includes meters currently located at Burgoyne Street and Pearl Street, and a pump

station at "White's Alley", in Victory, but shall not include any other meters or pump stations unless deemed necessary and accepted by Schuylerville. Victory hereby grants access to such meters and/or pump stations as may be located in Victory, or its rights of way, for purposes of maintenance, repair, upgrade and/or replacement, and agrees not to interfere with such meters and/or pump stations.

Schuylerville will indemnify Victory to the fullest extent of the law for any and all damages suffered by Victory as a result of any negligent or other failure in maintenance or operation of such meters or pump stations located in Victory.

Victory shall keep in full force and effect a sewer use law/ordinance of at least the same force and effect as required by the NYS Department of Environmental Conservation relative to Schuylerville's SPDES permit, including any amendments that may reasonably be required to such sewer use law/ordinance within 120 days' notice from Schuylerville to Victory which shall include any applicable NYS Department of Environmental Conservation notice or requirement, and shall further take all reasonable steps to enforce such sewer use law/ordinance.

In the event that a new user within or to be connected to Schuylerville's system is reasonably identified to be subject to any applicable pre-treatment standards under New York Law or NYS Department of Environmental Conservation regulation, in such instance Schuylerville reserves the right to require any such new business or user to complete such surveys of such user's proposed sewer discharge, for Schuylerville to gauge any required treatment or pre-treatment of such user's waste, and Victory agrees to cooperate with Schuylerville in requiring such user to take such steps as Schuylerville may reasonably require with regard to any treatment or pre-treatment of such user's waste, again, as may be required by Schuylerville's SPDES permit or applicable New York State laws or NYS DEC regulations pertaining thereto.

In the event any violation of the above is traced by the parties to the Joint Water Facility referenced above, the parties agree to coordinate and work in good faith to address any violation arising from said facility.

# 7. FUTURE CONNECTIONS TO OR EXPANSION OF THE VICTORY COLLECTION /TRANSPORTATION SYSTEM: The terms set forth in this Agreement are intended to account for current usage, as well as anticipated or planned variations in use by Victory. The parties have reviewed historical data to the extent available in order to plan for any possible extensive expansion of use by Victory, by either geographical expansion or simply by significant increase in the number of "units" contributing to the system. The parties have intentionally selected figures that anticipate a significant increase in flows prior to this paragraph being triggered, it being the purpose of the paragraph to provide for unforeseen expansion of the use of the system from the Victory side. The charges set forth in this Agreement are based upon historical data flows, from Victory to Schuylerville, up to and including Two Hundred Forty Nine (249) "units", and accepting flows attributable to the Joint Water Facility that utilizes the Victory system.

The charges and escalation provisions set forth elsewhere in this Agreement shall govern, unless and until Victory reaches Four Hundred Twenty Nine (429) "units", at which point further and additional charges shall be imposed upon Victory on a per unit basis, starting the next billing period after reaching such number, as follows: the then current annual charge (including CPI escalations), divided by the total number of units contributing to the Victory usage to reach an "additional per unit" charge due annually from Victory (annual charge / total units = per unit annual additional charge). The additional per unit charge is than added, only for the units exceeding Four Hundred Twenty Nine (429) in number, to the annual charge, and will then also be subject to CPI

adjustments going forward.

As an example to illustrate the intended effect of this paragraph, the following example is adopted: Assume Victory reaches Four Hundred Fifty (450) "units" in year X, at a time when the annual charge has reached \$64,000.00 per year by reason of the built in adjustments (CPI). \$64,000 - 429 = \$149.18 per additional unit. 450 - 429 = 21 additional units.  $21 \times $149.18 = $3,132.86$  increase in annual charge going forward, which will then be subject to annual escalation clauses.

- 8. <u>SEVERABILITY</u>: If any portion or portions of this Agreement is or are declared illegal or invalid, all other portions shall, to the maximum extent possible, remain in full force and effect.
- 9. <u>INTERPRETATION</u>: The Parties agree that both Parties have negotiated this Agreement in good faith and under the guidance of counsel. In the event of any dispute arising from this Agreement, no interpretation against any drafter hereof shall be had or made by or against any Party.
- 10. <u>NOTICES</u>: Any notices required to be sent hereunder shall be sent to the Parties at their respective address set forth above unless a Party provides alternative address information to the other party, and shall be sent care of the respective mayor, or in his or her absence, the respective village clerk.
- 11. <u>TITLES</u>: The titles used in the sections of this Agreement are for convenience only and shall not be used in interpreting these sections.

- NO ASSIGNMENT: The rights and obligations of this Agreement may not be assigned in whole or in part by any Party hereto without the express and prior written consent of any Party, which consent may be withheld in the discretion of the requested Party.
- 13. <u>ENTIRE AGREEMENT</u>: This document contains the entire agreement between the Parties and may not be changed, modified, altered or in any way amended, except by agreement in writing.
- 14. <u>WAIVER</u>: The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party.
- 15. FORCE MAJEURE: Each of the Parties hereto shall be excused (other than payment obligations for services rendered or to be rendered under this Agreement) from performance hereunder to the extent prevented by any cause beyond its reasonable control, including but not limited to strikes, fire, floods, and other acts of God, to the extent such event was not caused by or contributed by an act or omission of such party and the effects of which could not have been prevented, avoided, or mitigated by due diligence if reasonable efforts had been expended by such party. Any party so excused shall use due diligence to correct or remove the cause giving rise to any such condition and to resume full performance herewith as soon as possible. Provided, however, that no relief shall be had for any event that would otherwise be excused by this section if any regulatory authority imposes any fine, violation or other enforcement relative to such event.

# 16. DISPUTE RESOLUTION:

- (a) The Parties agree to attempt to resolve each and every dispute, controversy, claim or alleged breach arising out of or relating to the billing by Schuylerville to Victory under this Agreement first through voluntary mediation using a mediator selected by the parties and if the parties cannot agree within thirty (30) days of one party notifying the other of its election of mediators, within fourteen (14) days of the expiration of such notice, both parties shall select a mediator and such mediators shall together select a third mediator who shall act as mediator. The costs of individual mediators to be borne by the Parties individually, and the third mediator shall be paid by both parties equally. If such mediation is not successful in resolving any such dispute, then the parties may avail themselves of any remedy, equitable or legal, that they otherwise have.
- (b) In the event of any other violation of this Agreement, the non-violating party shall send written notice to the other party, directing the cure or abatement of such violation, which notice shall provide no less than seven (7) days notice for such cure, provided that in the event such violation would cause or contribute a bypass, upset, or violation of Schuylerville's SPDES permit, either party may order immediate remedy. In the event of the failure to comply, the non-violating party may take all reasonable steps to cure the violation, which shall be at the cost and expense of the breaching party. In the event of any dispute arising from this Section 16(b), any judge overseeing such dispute shall, in his or her discretion, be authorized to decide as to any prevailing party, and to award any such prevailing party all costs and expenses, including reasonable attorney's fees, arising from or related to such dispute.

- 17. <u>CHOICE OF LAW</u>: This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action or proceeding arising from or related in any way to this Agreement shall be heard in a court of competent jurisdiction in Saratoga County, New York.
- 18. <u>RESOLUTIONS</u>: This Agreement has been agreed to and approved by formal resolution of the Boards of Trustees of both Parties and attached hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

VILLAGE OF SCHUZZLERVILLE

VILLAGE OF VICTORY

By:

Dan Carpenter, Mayor

Pat Dewey, Mayor

Date: May 31, 2018

Date: May 31, 2018