

**DISTRIBUTION LIST**

Richard Donovan, Mayor  
William Brazill, Trustee  
Ronald Cronk, Trustee  
John Champagne, Trustee  
Eric Christensen, Trustee  
Thomas Patterelli, DPW Superintendent  
Janet Stanley, Justice  
Richard J. Greene, Codes Enforcement Officer  
Chief Pat Flannery  
Koagel & Vincentini  
Minoa Library

**EMAIL DISTRIBUTION LIST**

Steven Primo, Attorney  
Keith Brandis, Paramedic Supervisor  
Town of Manlius  
Village of Fayetteville  
Donna DeSiato, Superintendent ESM School District  
Manlius Historical Society  
John Regan

**VILLAGE OF MINOA  
BOARD OF TRUSTEES  
FEBRUARY 7, 2011**

The regularly scheduled meeting of the Village Board of the Village of Minoa was held at the Municipal Building in the Village Board Room, 240 N. Main St, on February 7, 2011.

PRESENT: Mayor Donovan  
Trustee Brazill  
Trustee Champagne  
Trustee Christensen  
Trustee Cronk  
Clerk/Treasurer Snider  
Attendant Michael Macko

ABSENT: Attorney Steven Primo (in attendance for Executive Session and left promptly afterwards due to illness)

ALSO John Sears

PRESENT:

Mayor Donovan opened the meeting at 7:17 p.m. with the Pledge of Allegiance led by Trustee Champagne.

**EXECUTIVE SESSION –** A motion was made by Trustee Brazill and seconded by Trustee Champagne to enter into  
**IN** Executive Session at 7:18 p.m to discuss the medical, financial, credit, or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demolition, discipline, suspension, dismissal or removal of a particular person or corporation and the proposed sale of real property owned by the Village. All in favor. Motion carried.

Mayor Donovan recused himself from the Executive Session.

**EXECUTIVE SESSION - OUT** A motion was made by Trustee Christensen and seconded by Trustee Champagne to come out of Executive Session at 9:20 p.m. All in favor. Motion carried.

**MINUTES OF VILLAGE BOARD MEETING – JANUARY 3, 2011** A motion was made by Trustee Champagne and seconded by Trustee Christensen to accept the minutes of the January 18, 2011 Village Board Meeting as recorded. All in favor. Motion carried.

**RATIFY PRIOR APPROVAL TO RESCIND RFP RESPONSE PROPOSAL** A motion was made by Trustee Brazill and seconded by Trustee Champagne ratifying prior approval to rescind the motion made on January 18, 2011 to submit an RFP response proposal to Oswego County for the sealed testing of leachate treatments for further legal review. All in favor. Motion carried.

**RESOLUTION / RELATIONSHIP** Trustee Brazill summarized the attached resolution.

**DISCLOSURES / SKD ENVIRONMENTAL SYSTEMS, LLC AND DUNN & SGROMO ENGINEERS, PLLC** A motion was made by Trustee Champagne and seconded by Trustee Christensen adopting a resolution recognizing and disclosing that Steven Giarrusso, WWTF Operator, is part owner of SKD Environmental Systems, LLC, along with SUNY ESF Professors Dr. David Johnson and Dr. Klaus Doelle. SKD Environmental Systems will perform subcontractor duties on behalf of the Village of Minoa. The resolution also recognizes and discloses the relationship between Mayor Richard Donovan as a part-time employee of Dunn & Sgromo Engineers, PLLC, who has an informal working relationship with SKD Environmental Systems, LLC and will recuse himself when voting on items pertaining to Dunn & Sgromo Engineers, PLLC. The resolution is attached hereto as Schedule “A”, which includes the following RFP response proposal. Ayes: Trustee Champagne, Trustee Christensen and Trustee Brazill Naves: Trustee Cronk - Motion carried.

**RFP RESPONSE PROPOSAL / OSWEGO COUNTY / SEALED TESTING OF LEACHATE TREATMENTS** A motion was made by Trustee Brazill and seconded by Trustee Christensen giving permission for Mayor Donovan to submit an RFP Response Proposal on behalf of the Cleanwater Educational Research Facility to Oswego County for sealed testing of leachate treatments for the purpose of ammonia reduction in the amount of \$9,980.00 to be split 25/75 between the Village of Minoa and SKD Environmental Systems, LLC respectively and is attached hereto as Schedule “A”. Ayes: Trustee Champagne, Trustee Christensen and Trustee Brazill Naves: Trustee Cronk - Motion carried.

**NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION GREEN INNOVATION GRANT PROGRAM (GIGP) / UPDATE** Clerk/Treasurer Snider stated that on November 30, 2010 the Village Board approved the grant application with the following costs:

- Dunn & Sgromo Engineers, PLLC - \$56,097
- SKD Environmental Systems, LLC - \$35,000
- Legal costs - \$15,000
- Administrative costs - \$12,800
- Construction costs - \$626,540
- Local match 10% - \$327,070
- Total GIGP Request - \$745,437

Mayor Donovan said that Dunn & Sgromo Engineers was listed on the grant application, but they have not done any work for the Village of Minoa to date and have not been paid any funds. Mayor Donovan said that should the grant get approved and Dunn & Sgromo become the engineers on the project he would recuse himself from voting on any projects to avoid a conflict of interest.

**NYS RETIREMENT/  
STANDARD WORK  
DAY AND  
REPORTING  
RESOLUTION**

A motion was made by Trustee Christensen and seconded by Trustee Brazill approving the NYS Retirement Standard Work Day and Reporting Resolution RS 2417-A establishing standard work days for elected and appointed officials and will report the days worked to the NYS and Local Employees' Retirement System based on the time keeping system records or the record of activities maintained and submitted by the officials the clerk of the body and will post on the Village Office bulletin board for a minimum of 30 days and is attached hereto as Schedule "B". All in favor. Motion carried.

**PERMISSION FOR  
DEPUTY  
CLERK/TREASURER  
STURICK TO TAKE  
NOTARY CLASS AND  
EXAM**

A motion was made by Trustee Champagne and seconded by Trustee Cronk giving permission for Deputy Clerk/Treasurer Barbara Sturick to take a notary class at Onondaga Community College and the notary exam at a total cost of \$40.00. All in favor. Motion carried.

**APPROVE 2011  
SUMMER CONCERT  
SPONSORSHIP**

A motion was made by Trustee Champagne and seconded by Trustee Christensen agreeing to sponsor the 2011 Summer Concert Series offered by the Town of Manlius on July 11, 2011 and July 25, 2011 at Lewis Park at a cost of \$450.00 per concert for a total cost of \$900.00. All in favor. Motion carried.

**RATIFY PRIOR  
APPROVAL TO  
RESCIND NYSERDA  
AND DEPARTMENT OF  
ENERGY CNG TRASH  
TRUCK GRANT**

A motion was made by Trustee Cronk and seconded by Trustee Brazill ratifying prior approval cancelling the NYSERDA CNG Trash Truck contract in the amount of \$60,000.00 and purchase a diesel trash truck based on the bid results dated March 19, 2010 in the amount of \$174,330.00 with Stadium International, as the manufacturer was unable to get the engine certification and the CNG conversion would not be completed in time to be eligible for the \$60,000.00 grant deadline. All in favor. Motion carried.

**PERMISSION TO  
SUBMIT RFP FOR  
AMBULANCE  
SERVICE  
EVALUATION**

A motion was made by Trustee Christensen and seconded by Trustee Champagne giving permission for Mayor Donovan to submit an RFP for evaluation of Ambulance Services and is attached hereto as Schedule "C". All in favor. Motion carried.

Mayor Donovan said the evaluation will be done for reviewing costs during the budget process, finding ways to financially run the village more efficiently and less costly.

**EVALUATE CODES  
ENFORCEMENT  
SERVICES WITH  
TOWN OF MANLIUS**

Mayor Donovan reported for informational purposes only that he has had discussions with Ed Theobald, Town of Manlius Supervisor, to evaluate current Codes Enforcement services and possible alternatives with the Town of Manlius.

**JOHN SEARS/DPW**

Per John Sears' written request dated February 7, 2011, he was placed on the agenda to discuss

## SERVICES

DPW services at his property located at 103 S. Main Street, Minoa, NY. Mr. Sears said the DPW had plowed the snow so deeply at his driveway that he does not have access to get in and out of his garage safely and was concerned that his property was in danger in the event of a fire. Mr. Sears said the snow should be moved towards Lewis Park and not towards his home; he said this is an annual problem. Mayor Donovan said he would speak to Thomas Petterelli, DPW Superintendent, to remove the snow and prevent future blockage.

Mr. Sears said there has been criminal activity at the green bridge crossing the railroad. Mayor Donovan stated that Mr. Sears should contact the Town of Manlius Police Department to report criminal activity as it happens and not after the fact.

## AMBULANCE

### ***KEITH BRANDIS, PARAMEDIC SUPERVISOR – ENROLLMENT IN THE UNION***

Mayor Donovan reported for informational purposes only that Keith Brandis, Paramedic Supervisor, opted to join the Town of Manlius Professional Fire Fighters Association Local 3316 of the International Association of Fire Fighters Union effective January 31, 2011. The act of joining was due to attrition and the Union Contract requires eight full-time bargaining unit members. Keith Brandis opted to join the Union and remain on the four on/four off shift.

### ***PERMISSION FOR KEITH BRANDIS TO PARTICIPATE IN THE HEALTH INSURANCE OPTING-OUT AGREEMENT***

A motion was made by Trustee Brazill and seconded by Trustee Cronk giving permission for Keith Brandis to participate in the Health Insurance Opting-Out Agreement upon his joining the Union in the amount of \$250.00 for 2011. All in favor. Motion carried.

## FIRE DEPARTMENT

### ***PERMISSION FOR NICK ERARD JR. AND THOMAS DEBERJOIS TO ATTEND THE VFPASNY FIRE POLICE SEMINAR***

A motion was made by Trustee Champagne and seconded by Trustee Christensen giving permission for Nick Erard Jr. and Thomas deBerjois to attend the VFPASNY Fire Police Seminar on March 19, 2011, Montour Falls, NY at a total cost of \$59.00. All in favor. Motion carried.

### ***PERMISSION TO ATTEND RESCUE & FIREFIGHTING STRATEGIES, TACTICS & SKILLS FOR HOUSE FIRES***

A motion was made by Trustee Christensen and seconded by Trustee Brazill giving permission for Nick Erard Jr., Jeremy Erard and Charles Spratt to attend the Rescue & Firefighting Strategies, Tactics & Skills for House Fires, February 12, 2011, Geneva, NY, at a cost of \$15.00 per person. All in favor. Motion carried.

### ***MEMBERSHIP IN THE MINOA FIRE DEPARTMENT***

A motion was made by Trustee Champagne and seconded by Trustee Brazill accepting for membership in the Minoa Fire Department as a Support Member the following individual: Kady Hough, 117 Kirkpatrick Street, East Syracuse, NY 13057. All in favor. Motion carried.

A motion was made by Trustee Christensen and seconded by Trustee Champagne accepting for membership in the Minoa Fire Department the following individual: Michael Nesci, 114 Hunter Lane, East Syracuse, NY 13057. All in favor. Motion carried.

DPW  
CERF

Nothing to report.

***PERMISSION FOR SUNY ESF PROFESSOR KLAUS DOELLE TO UTILIZE CERF TO DRY BIOSOLIDS***

A motion was made by Trustee Champagne and seconded by Trustee Brazill giving permission for SUNY ESF Professor Klaus Doelle to utilize CERF to dry biosolids with student, Rick Bates. Ayes: Trustee Champagne, Trustee Christensen and Trustee Brazill Naves: Trustee Cronk - Motion carried.

***PERMISSION FOR ESM STUDENTS AND SUNY ESF PROFESSOR KLAUS DOELLE TO CUT SECTION OF TRICKLING FILTER FOR BIODIGESTER TESTING***

A motion was made by Trustee Christensen and seconded by Trustee Brazill giving permission to SUNY ESF Professor Klaus Doelle and ESM Students to cut a 2ft x 2ft x 2ft section of trickling filter for the purpose of harvesting algae for the biodigester research project. Ayes: Trustee Champagne, Trustee Christensen and Trustee Brazill Naves: Trustee Cronk - Motion carried.

***PERMISSION FOR SUNY ESF PROFESSOR KLAUS DOELLE TO ESTABLISH A RESEARCH MINI WETLAND***

A motion was made by Trustee Champagne and seconded by Trustee Christensen giving permission for SUNY ESF Professor Klaus Doelle to establish a research mini wetland to test the degradation of pharmaceuticals and other complex compounds for GIGP grant work. Ayes: Trustee Champagne, Trustee Christensen and Trustee Brazill Naves: Trustee Cronk - Motion carried.

***PERMISSION FOR SUNY ESF PROFESSOR KLAUS DOELLE TO CREATE A 3 FIXED FILM BIO-REACTORS***

A motion was made by Trustee Brazill and seconded by Trustee Champagne giving permission for SUNY ESF Professor Klaus Doelle permission to create three (3) fixed film bio-reactors. Ayes: Trustee Champagne, Trustee Christensen and Trustee Brazill Naves: Trustee Cronk - Motion carried.

***PERMISSION TO SIGN MEMORANDUM OF UNDERSTANDING WITH SUNY ESF AND SKD ENVIRONMENTAL SYSTEMS LLC***

A motion was made by Trustee Brazill and seconded by Trustee Christensen authorizing Mayor Donovan to sign the Draft Memorandum of Understand and Proposal for Formation of 501(c)(3) ZWESTtech R&D and attached hereto as Schedule "D". Ayes: Trustee Champagne, Trustee Christensen and Trustee Brazill Naves: Trustee Cronk - Motion carried.

***PERMISSION TO SUBMIT CERF PROJECT TO NYCOM EMPIRE STATE REPORT LOCAL GOVERNMENT ACHIEVEMENT AWARDS PROGRAM***

A motion was made by Trustee Christensen and seconded by Trustee Champagne giving permission for Mayor Donovan to submit the CERF project to NYCOM Empire State Report Local Government Achievement Awards Program. Ayes: Trustee Champagne, Trustee Christensen and Trustee Brazill Naves: Trustee Cronk - Motion carried.

WWTF

***PERMISSION FOR BRADLEY HYDE TO BEGIN COURSES FOR WWTF OPERATOR'S***

***LICENSE***

A motion was made by Trustee Christensen and seconded by Trustee Champagne giving permission for Bradley Hyde to begin courses for his certified WWTF Operator's License at an approximate total cost of \$2,600 to \$3,000 and no student agreement required. All in favor. Motion carried.

***CERF / WWTF CLARIFICATION***

Mayor Donovan said that though the Board had renamed the Wastewater Treatment Facility to the Cleanwater Educational Research Facility previously, it should be made clear that they are two different entities and that CERF represented the educational and research portion of the Wastewater Treatment Facility. He said CERF is a work in progress and Mayor Donovan asked Clerk/Treasurer Snider to include both titles on the agenda to differentiate the actions required.

**TRUSTEES' REPORT**

Trustee Champagne had nothing to report.

Trustee Christensen had nothing to report.

Trustee Cronk said he had received numerous compliments on the snow removal by the DPW during a rough winter season.

Trustee Brazill requested the annual statements from the Trustees for the newsletter. Trustee Brazill said the CRC Drill is postponed until further notice and will be discussed at their next meeting in March.

**MAYOR'S REPORT**

Mayor Donovan said the RFP for the town wide Emergency Services report is in preliminary form and he and Trustee Brazill will review the draft. Mayor Donovan said each municipality will review the report and add any changes or recommendations.

Mayor Donovan said he met with Assemblyman Miller and he is excited about the CERF Project and would support the project for future funding. Mayor Donovan said he received a call from Rochester Institute of Technology to tour the plant and participate in the project if possible.

Mayor Donovan said he met with Mayor Mark Olson and Town of Manlius Supervisor Ed Theobald to review the Codes Enforcement Agreement and possible cost savings options.

Mayor Donovan reported that John Harrington, ESM Science Teacher, and four students have been testing as part of the biodegester project at CERF. He said they hope to have senior volunteers in their upcoming project.

**ATTORNEY'S REPORT** Absent

**AUDIT CLAIMS**

A motion was made by Trustee Champagne and seconded by Trustee Christensen that claims on Abstract # 17 in the amounts of General Fund - \$67,321.25 (Vouchers 708-769); and Sewer Fund -- \$17,135.24 (Vouchers 248-270) for a total of \$84,456.49 be audited and paid. All in favor. Motion carried.

**TREASURER'S  
REPORT -- DECEMBER  
2010**

A motion was made by Trustee Brazill and seconded by Trustee Champagne to accept the Treasurer's Report for the month of December 2010 as recorded. All in favor. Motion carried.

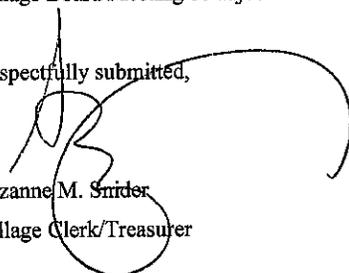
**PUBLIC COMMENTS**

John Sears said he wanted to clarify that his complaint is not with the DPW employees, but with the Supervisor, the Trustee Liaison and the Mayor who all oversee the department.

**ADJOURNMENT**

A motion was made by Trustee Christensen and seconded by Trustee Champagne that the Village Board Meeting be adjourned at 9:55 p.m. All in favor. Motion carried.

Respectfully submitted,

  
Suzanne M. Snider  
Village Clerk/Treasurer

**VENDOR REPLY COVER SHEET**

Sealed proposals are due by **2:30 p.m., Thursday, January 20, 2011** at the Oswego County Purchasing Office; 46 East Bridge Street (3<sup>rd</sup> Floor); Oswego, NY 13126

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, Specifications and Proposal for **RFP # 1-11 SCALED TESTING OF LEACHATE TREATMENT FOR THE PURPOSE OF AMMONIA REDUCTION** and offers to fulfill the activities as shown on the attached proposal for the cost listed below.

**DUMP/SLURRY COST \$9,980.00**

Federal ID Number: 15-6001342

Richard Donovan  
Type or Print Name

Village of Minoa  
Company

Mayor  
Title

240 N. Main Street  
Address

  
Authorized Signature

Minoa, New York 13116

January 18, 2011  
Date

(315)656-3100 / (315)656-0825  
Telephone Number / Fax

**Please attach additional proposal information to this sheet.**

February 11, 2011

Oswego County Purchasing Office  
Attn: Mr. Fred Maxon, Director  
County Office Building  
46 East Bridge Street  
Oswego, New York 13126

**Re: Proposal for intermunicipal cooperation services responsive to RFP #1-11  
sealed testing of leachate treatment for the purpose of ammonia reduction.**

Dear Sir/Madam:

The Village of Minoa submits this proposal for intermunicipal cooperation services exempt from Oswego County procurement requirements and/or in any event responsive to RFP #1-11 for sealed testing of leachate treatment for the purpose of ammonia reduction.

This proposal is submitted in quadruplicate (this original and three copies). Attached are the following (fully executed as appropriate) Exhibits:

- (A) Vendor Reply Cover Sheet (precedes this letter)
- (B) Vendor Information Sheet
- (C) Non Collusion Certifications of Village of Minoa and SKD Environmental Systems LLC
- (D) Certified Municipal Resolution of Village of Minoa and "Resolution For Corporations Only" Form of Oswego County (per RFP) referencing same and Limited Liability Company Resolution of Sub consultant SKD Environmental Systems LLC
- (E) References – Village of Minoa; SKD Environmental Systems LLC (E):
- (F) Principal/Staff CV/Resumes of Steven Giarrusso, Klaus Doelle, and David L. Johnson (F)
- (G) Proposal of SKD Environmental Systems LLC supplementing/supporting this submission (and incorporated by reference where appropriate) (G-1), Subcontract with Village of Minoa for such services (G-2).

The Village of Minoa, New York proposes to perform the work outlined in the above referenced RFP on an intermunicipal contract basis pursuant to Article 5-G of the (NYS) General Municipal Law. Village of Minoa facilities will be utilized by the Village and Subconsultant SKD Environmental Systems LLC, in performance of the services hereunder.

By way of background, the Village of Minoa historically, due to the cooperative efforts of the Village Board and Administration, with its waste water treatment plant operator Steven

- (8) Staff qualifications, education, training, expertise and experience that qualify such staff for work on this project are: See previous paragraph 1; also Exhibit "F", CV/Resumes of SKD principals.

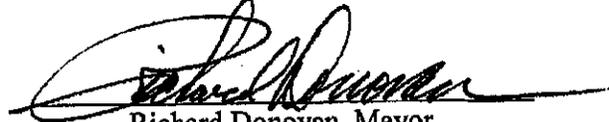
It is proposed that the Village of Minoa shall contract for the services with Oswego County. Giarrusso, Doelle and Johnson, through their consulting entity SKD Environmental Systems, LLC, shall enter into a subcontract with the Village of Minoa. Insurance coverage shall be provided through the Village of Minoa naming SKD Environmental Systems, LLC and the County of Oswego as additional insureds and will substantially comply with the insurance requirements detailed in the RFP.

The Village of Minoa has reviewed and is agreeable to the General Provisions under Section 4 of the RFP subject to the following:

- (1) The contemplated intermunicipal services contract between the Village of Minoa and Oswego County not prohibiting the Village of Minoa's subcontract of work as proposed to SKD and its principals, such offsite work to be performed at the CERF.
- (2) Waiver of any professional liability insurance requirements.
- (3) Waiver of any bond requirements given the nature of the work. If required by the County of Oswego, in lieu of commercial bonds relative to performance and payment for materials and labor, the proposer (Village of Minoa) and SKD will provide sworn to affidavits relative to payment for all sub consultants, subcontractors, materials, equipment supplies and lien waiver(s) as a condition precedent to payment from County. The proposer and SKD consent to a 100% retainage requirement for a period of thirty (30) days following completion of the work and acceptance by the County.
- (4) The County of Oswego acknowledging and agreeing in the contract for the work contemplated hereunder that the work product of the proposer and its sub consultant/contractor SKD is proprietary in nature and as such shall be subject to reasonable confidentiality requirements requiring (a) a signed confidentiality/non-disclosure agreement or contract provisions to that effect, (b) the provisions to also provide that any disclosure to third parties by the County of Oswego shall be subject to execution of a like confidentiality non-disclosure provision and (c) that the County of Oswego will exercise commercially reasonable efforts to prevent any breach of confidentiality or disclosure in violation of such agreement or contract provisions. Such confidentiality provisions shall not prohibit the possession and use of such work product in the future by the County of Oswego relative to the subject matter of the RFP and any facilities contracted and operated relative to same.
- (5) The County of Oswego acknowledges and agrees that although the proposer, and its sub consultant/contractor SKD will exercise commercially reasonable efforts relative to their scientific/academic expertise and credentials and believe in good faith that the proposed testing can result in a successful design of facilities related to achieving Oswego County's objectives, the work subject of the contract is in certain respects

innovative, experimental and unique, and as such no other representations and no warranties as to the recommendations, results or conclusions of or based upon the work is or can be made.

This submission has been duly authorized by resolution of the Village Board of the Village of Minoa, New York, adopted on February 7, 2011.



Richard Donovan, Mayor

**VENDOR INFORMATION SHEET**

Proposing Organization: Village of Minoa

Address: 240 N. Main Street, Minoa, New York 13116  
Phone: (315) 656-3100  
Fax: (315) 656-0825

Invoices Will Be From:

Address: Village of Minoa  
240 N. Main Street, Minoa, New York 13116

Person To Contact In Reference to Contract:

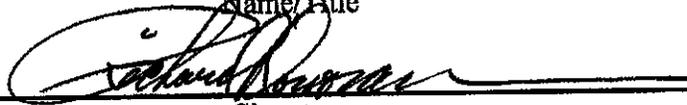
Name: Steven Giarrusso  
Title: Wastewater Treatment Plant Chief Operator  
Address: 240 N. Main Street, Minoa, New York 13116  
Phone: (315) 952-9945  
Fax: (315) 656-0825  
Email: svcijg224@yahoo.com

Signatory Authority: \_\_\_\_\_

"In consideration of the limitations of this RFP, I hereby certify that the information in this proposal is correct to the best of my knowledge, and that I am an official of the above organization authorized to sign and submit this proposal."

Richard Donovan, Mayor

\_\_\_\_\_  
Name/Title



\_\_\_\_\_  
Signature

February 11, 2011

\_\_\_\_\_  
Date

**NON-COLLUSION CERTIFICATION**

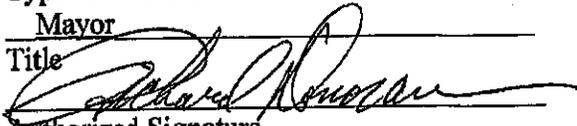
**General Municipal Law §103-d**

- (a) By submission of this proposal, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
  - (2) Unless otherwise required by Law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor;
  - (3) No attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- (b) A proposal shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if any case the Vendor cannot make the foregoing certification, the Vendor shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a)-(1), (2) and (3) have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Vendor (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same time prices being proposed, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.

By submission of this proposal, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Village of Minoa  
Company  
February 11, 2011  
Date

Richard Donovan  
Type or Print Name  
Mayor  
Title  
  
Authorized Signature

**NON-COLLUSION CERTIFICATION**

**General Municipal Law §103-d**

(a) By submission of this proposal, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;

(2) Unless otherwise required by Law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor;

(3) No attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

(b) A proposal shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if any case the Vendor cannot make the foregoing certification, the Vendor shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a)-(1), (2) and (3) have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Vendor (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same time prices being proposed, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.

By submission of this proposal, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

SKD Environmental Systems LLC  
Company  
February 11, 2011  
Date 02 -11-20 11

Steven Giarrusso  
Type or Print Name  
Member Steven Giarrusso  
Title  
Steven Giarrusso  
Authorized Signature

**RFP #1-11 – SCALED TESTING OF LEACHATE TREATMENT FOR THE PURPOSE OF AMMONIA  
REDUCTION**

**RESOLUTION FOR CORPORATIONS ONLY**

Resolved that RICHARD DONOVAN  
(individual) is authorized to sign and submit the bid or proposal of this corporation for the  
following project.

**RFP #1-11 – SCALED TESTING OF LEACHATE TREATMENT FOR THE  
PURPOSE OF AMMONIA REDUCTION**

and to include in such bid or proposal the certificate as to non-collusion required by Section  
103-D of the General Municipal Law as the act and deed of such corporation and for any  
inaccuracies or misstatements in such certificate this corporate bidder shall be liable under  
the penalties of perjury, and to enter into the contract if awarded to this corporation:

The foregoing is a true and correct copy of an excerpt of the resolution adopted by the  
VILLAGE OF MINOA, a municipal corporation, at a meeting of its Village Board, held  
on the 7<sup>th</sup> day of February, 2011 and is still in force on this 15<sup>th</sup> day of February, 2011.

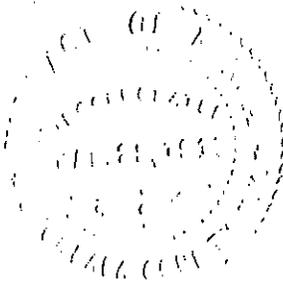
(COMPLETE COPY OF CERTIFIED RESOLUTION IS ATTACHED)

Barbara Sturick

Barbara Sturick, Village Deputy

Clerk

(Seal of Corporation)



## RESOLUTION

The Village Board of the Village of Minoa, in the County of Onondaga, State of New York, met in regular session at the Municipal Building in the Village of Minoa, located at 240 N. Main Street, County of Onondaga, State of New York, on the 7<sup>th</sup> day of February, 2011 at 7:00 p.m.

Richard Donovan, Mayor, and the following Trustees were present, namely:

William Brazill  
John Champagne  
Eric Christensen  
Ronald Cronk

Also Present: Suzanne Snider, Village Clerk-Treasurer

The following resolution was moved, seconded and adopted:

**WHEREAS**, the Village Board in connection with development of the Minoa Clean Water Environmental Research Facility ("CERF") and related matters, has been notified by SKD Environmental Systems LLC ("SKD") of a certain request for proposals entitled "RFP #1-11 Sealed Testing of Leachate Treatment For The Purpose Of Ammonia Reduction" of Oswego County, New York ("RFP"); and

**WHEREAS**, by detailed resolution of this Village Board adopted earlier on this date, the Village Board has recognized and adopted a legal framework for proceeding with projects to achieve CERF related objectives on a public-private basis with SKD, and all as more fully set forth therein;

**WHEREAS**, in advancement of certain of those objectives (enhanced wastewater treatment), the Village of Minoa desires on an intermunicipal cooperative basis to submit a proposal responsive to the RFP or alternatively to have such submission treated as a contract proposal exempt from such RFP requirements, and in any event to, if awarded the contract subject thereof, to have such work, as applicable, performed at the CERF facilities by, and under subcontract to SKD; and

**WHEREAS**, in connection with same a proposed submission has been prepared and which contemplates, amongst other things, a contract fee under two phases of work of between \$5,000.00 and \$10,000, and which will result in a net sum to be retained by the Village of Minoa of between \$1,250.00 and \$2,500.00, representing 25% of the gross contract price in consideration of the use of the CERF facilities by SKD for testing and analysis, and the entering into of the contract with the County of Oswego; and

**WHEREAS**, the proposed work is consistent with the Villages mission and intent for the CERF facilities, i.e., to educate and encourage green technologies, enhanced wastewater treatment, and renewable energy sources, and shall not restrict, impair or otherwise adversely affect, the performance of the basic public services to Village residents of wastewater treatment, shall further the Village objectives of advancing the treatment of Village wastewater and wastewater generally, by removal of traditionally resistant contaminants, and of producing a revenue stream derived from services to another municipal subdivision for their mutual benefit, including the benefit of Village taxpayers; and

**WHEREAS**, the consideration to be retained for use of the CERF facilities is a fair consideration, as is the consideration to be paid SKD under the subcontract for the professional services to be rendered in testing, analysis and design of a treatment process; and

**WHEREAS**, the work to be performed under the subcontract by SKD is not such work as required of Steven Giarrusso as Village wastewater treatment plant operator or plant manager; and

**WHEREAS**, Steven Giarrusso has no authority on behalf of the Village in relation to the terms of, or agreement to, the provisions of the RFP submission aforementioned, the contract contemplated therein, nor in relation to the proposed subcontract with SKD; and

**NOW THEREFORE, BE IT**

**RESOLVED**, the Village of Minoa, for purposes of the proposed action, determines same to be an Unlisted or Type II Action pursuant to the New York State Environmental Quality Review Act; if an Unlisted Action the Board of Trustees elects to act as Lead Agency for purposes of review and to conduct an Uncoordinated Review of same; based on the documentation and testimony submitted and discussions of the Board and review of the criteria under 6 NYCRR §617 et seq., and determining that the project involves the use of CERF facilities for testing, analysis and experimentation, and that accordingly, no significant or material impact(s), adverse or otherwise, on existing Village sewer and related infrastructure, the Board directs issuances of a Negative Declaration of Significance in connection with the action; and it is further

**RESOLVED**, that the Village Board determines that the findings necessary and required to be made as described in the earlier resolutions of this date are made as if fully set forth herein; and it is further,

**RESOLVED**, that the Village of Minoa Mayor is hereby authorized and directed to perform and any and all acts and execute and deliver any and all documents and/or instruments whatsoever in connection with the submission of a bid or proposal and to enter into and perform under a certain contract for such work, and a certain subconsulting/subcontract with SKD relating to the Village of Minoa's responsive or otherwise qualified submission to the County of Oswego RFP#i-11 "Sealed Testing of leachate treatment for the purpose of ammonia reduction," and in the event of and upon acceptance of such proposal, to perform in accordance with same as provided in the submission, contract and subcontract and for the consideration recited therein; and

**RESOLVED**, that the Village of Minoa Mayor is hereby authorized and directed to execute such contracts, amendments, documents and instruments, and to do and perform any and all such acts and/or things as may be necessary or advisable to perform the duties and obligations of the Village under and to accomplish the purposes of these and the earlier referenced Resolutions and including, without limitation, to include in such bid or proposal submitted, the certificate as to non-collusion required by Section 103-D of the General Municipal Law, and that for any inaccuracies or mistakes in such certificate submitted the bidder shall be liable under the penalties of perjury; and, it is further,

**RESOLVED**, that any and all actions heretofore or hereafter taken by any such officer of the Village within the terms of the foregoing Resolutions (including the certification thereof) and such earlier Resolution of this date, be and hereby are ratified and confirmed as the act and deed of the Village.

Upon motion made by Trustee Champagne, and seconded by Trustee Christensen, the question of adoption of the foregoing was put to a roll call, which resulted as follows:

Richard Donovan, Mayor	Recused
William Brazill, Trustee	Aye
John Champagne, Trustee	Aye
Eric Christensen, Trustee	Aye
Ronald Cronk, Trustee	Nay

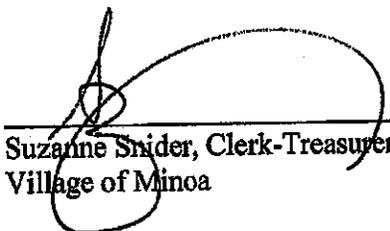
Resolution was adopted on February 7, 2011.

---

**CERTIFICATION**

I, the undersigned, Clerk of the Village of Minoa, Onondaga County, New York, do hereby certify that the above is a true copy of the original resolution passed at a meeting of the Minoa Village Board on February 7, 2011.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of said Village this 8<sup>th</sup> day of February, 2011.

  
\_\_\_\_\_  
Suzanne Snider, Clerk-Treasurer  
Village of Minoa

## RESOLUTION

The Village Board of the Village of Minoa, in the County of Onondaga, State of New York, met in regular session at the Municipal Building in the Village of Minoa, located at 240 N. Main Street, County of Onondaga, State of New York, on the 7<sup>th</sup> day of February, 2011 at 7:00 p.m.

Richard Donoyan, Mayor, and the following Trustees were present, namely:

William Brazill  
John Champagne  
Eric Christensen  
Ronald Cronk

Absent: Steven J. Primo, Village Attorney (following executive session)  
Also Present: Suzanne Snider, Village Clerk-Treasurer

The following resolution was first discussed at length in executive session, and following which, was moved, seconded and adopted:

### PREMISES

**A. WHEREAS**, the Village Board has overseen the ownership and operation of a municipal wastewater treatment facility(WWTP) since circa 1935 and which facility was periodically upgraded thereafter and extensively reengineered and rebuilt from 1993-5 to the present facility; such facility operates by use of various internal technologies, including in particular, constructed wetland cells to, following any required pretreatment, further treat wastewater substances and then discharge the treated effluent ultimately into protected and regulated natural bodies of water all subject to and in accordance with certain SPDES permit requirements of the NYSDEC; as presently constructed, the Village facility consists of several buildings, numerous of the aforementioned wetland cells, certain wastewater treatment mechanized equipment(pumps, reactors, clarifiers, trickling filters, chlorine tanks, anaerobic digesters, etc.) and some vacant acreage; and

**B. WHEREAS**, Steven Giarrusso ("Giarrusso") having served and still serving as an employee of the Village of Minoa, first as its WWTP Operator and then as Supervisor from 1996 to date, and has been as such charged with the following duties (as per NYS and Onondaga County Civil Service job duties description):

Wastewater Treatment Plant Operator : Starting, stopping pumps, motors, air compressors and all other related machinery and equipment in the wastewater treatment plant; making minor repairs to machine and equipment as needed; recording readings from meters and gauges; treating

and disposing of sludge; adding chemicals to wastewater; taking samples of wastewater for testing; making necessary tests for the control of plant operation; supervising the work of laborers and other subordinate employees and assisting in their training; maintaining a log of plant operations and related records; and performing custodial duties in connection with the maintenance of the plant.

**Wastewater Treatment Plant Manager:** Supervising, directing and participating in the wastewater treatment program for the plant which includes: supervising the work of the Operators, adding chemicals, taking samples, performing detailed chemical analyses and evaluations of samples, performing tests to ensure the safe and efficient operation of the plant, operating plant equipment and maintaining logs and related operations records; planning and implements maintenance programs for the plant to ensure maximum performance and ensure quality control; planning and supervising the operations programs to ensure quality plant output, the proper application of chemicals and the proper sampling and testing is performed to ensure safety and meet standards; supervising and performing the inspections of sewer lines connected to the plant and ensures that maintenance and repair is done when needed; interacting with regulatory agencies, engineers, contractors, consumers and the public with regards to plans, maintenance and programs related to the treatment plant and related facilities; performing management duties such as work scheduling, training, evaluations of staff, purchasing all supplies and equipment, developing and maintaining an annual budget, promoting efficient operations, personnel, public relations, etc.; supervising and conducting all laboratory functions, which includes but is not limited to the laboratory testing required for monitoring the treatment process and tests required for the maintenance of the subsurface wetlands; collects and analyzes samples and data from the wetlands and maintains a journal; and overseeing research and projects as required.

**C. WHEREAS,** in addition to and outside of Giarrusso's duties as WWTP Operator and Supervisor, as specifically described in the foregoing paragraph B (the "WWTP Duties") and in all such cases by grant of authority of the Village Board, often in a cooperative effort with SUNY ESF, and more recently in particular with professors/Drs. David Johnson and Klaus Doelle, Giarrusso historically has conducted, and through present date, continues to conduct certain experimentation, analysis and modeling, utilizing a portion of the WWTP and which activities relate to various innovative methods and technologies in wastewater treatment and removal of specific historically resistant contaminants from waste water, and in addition, specifically utilizing renewable energy concepts with an objective of eventually converting the Minoa and similar wastewater treatment facilities to self sustaining zero waste models capable of removing a wide variety of historically resistant contaminants, and which activities are specifically not part of WWTP operations nor included within the WWTP Duties, and all of which activities are possible while still maintaining WWTP operations in compliance with NYS

DEC permit requirements and related best wastewater treatment management practices;  
and

**D. WHEREAS**, the Village Board, in light of the foregoing and in furtherance of development of such capabilities and innovation within the WWTP, in the Spring of 2010 officially designated and by this resolution hereby affirms, certain specified operations and facilities within the WWTP as being part of the Minoa Clean Water Environmental Research Facility ("CERF"), such facilities located wholly within the existing WWTP facility and premises and with the mission statement and general objectives: to educate and encourage green technologies, enhanced wastewater treatment, renewable energy sources, and use of such sources to power operations, and with the acknowledgement and understanding that such activities( described in more detail in the foregoing Paragraph "C" (the "CERF Activities") shall not restrict, impair or otherwise adversely affect, the performance of the WWTP Duties nor any other basic public services to Village residents of wastewater treatment, and shall further the Village and general public purpose objectives of advancing the treatment of Village wastewater and wastewater generally, by removal of traditionally resistant contaminants; and

**E. WHEREAS**, in connection with and resulting from the work both within the WWTP and CERF and outside of same, in related matters, Giarrusso has of late notified the Village and Village has likewise been notified by Giarrusso and/or other principals of SKD Environmental Systems LLC ("SKD"), a New York limited liability company of which Giarrusso is a member and principal, of certain contract opportunities and requests for proposals for work outside the Village, and for the most part related to assisting other municipalities, local governments and in some cases private enterprises, relative to issues related to one or more of the CERF mission objectives; and

**F. WHEREAS**, such CERF Activities by SKD and its principals have been for the purpose of advancing technologies and concepts intended to further enhance the quality of wastewater treatment, to utilize its and other waste byproducts as renewable energy and to utilize such energy to power treatment and other such operations; and

**G. WHEREAS**, it is contemplated that to the extent same may include the development of intellectual property and proprietary interests, SKD has acknowledged and hereby affirms it shall retain an ownership interest in and likewise acknowledges and hereby affirms that Village, and in certain cases SUNY ESF or affiliates, shall share ownership of and interest in; and

**H. WHEREAS**, in advancement of certain of those objectives of the CERF the Village of Minoa desires both on an intermunicipal cooperative basis and otherwise to submit from time to time proposals responsive to RFPs, and/or to otherwise negotiate contracts for CERF related work and to, if awarded contracts for such work, to have such work, as applicable, performed at the CERF facilities by, and under subcontract to SKD, and/or alternatively to subcontract from, and /or contract the use to SKD of such of the CERF facilities as are necessary to perform the work; and

**I. WHEREAS**, due to the academic, scientific and unique education and training of Giarrusso and the other KDS principals aforementioned, and the concern for protection of proprietary/confidential information, it is proposed as plainly apparent that such services in the CERF facility should, practically speaking, and absent any compelling interest to the contrary, be performed only by SKD; and

**J. WHEREAS**, in connection with same, and any proposed contractual arrangement by intermunicipal cooperation agreement or otherwise, the Village Board, assisted by the Village Attorney, has considered the provisions of (NYS) General Municipal Law §§103 (attached hereto as Exhibit "A") and 800-803 (attached hereto as Exhibit "B-1") and related provisions of applicable law relative to conflicts of interest, public bidding and procurement requirements and the like, and have further considered the following Opinions of the (NYS) Comptroller: Nos. 1978-1072, 1981-45, and 1982-301 (attached hereto as Exhibit "B-2"); and

**K. WHEREAS**, based upon the foregoing the Board having further considered the following as proffered by Giarrusso/ SKD and the applicable legal principles as researched by the Village Attorney:

1. That such work as proposed by SKD is in all cases performed by, and/or under the direct supervision of its principals, each of whom maintain NYS licenses/certifications, academic degrees (doctorates in two cases), and in any event conduct such activities as academic experimentation, testing and modeling as contrasted from ministerial or similar testing functions requiring certain more basic protocols but not specialized academic or scientific expertise;
2. That the CERF related work contemplated hereunder by SKD does not cause nor involve interference with or restriction of that work performed at the same time or corresponding concurrently with the WWTP Duties of Giarrusso;
3. Such components of the work of SKD (CERF Activities), to the extent inclusive of activities that might otherwise standing alone be arguably subject to the provisions of GML §103 are minimal in nature and are so integrally part of the bundled services provided by SKD and work that are clearly professional in nature as should be practically included as part of same (See NYS Comptroller Opinion Nos. 1982-146 and 1982-290 attached here to as Exhibit "C-1" and "C-2");
4. Based upon the foregoing, as proffered by Giarrusso, SKD, and reviewed researched and discussed in connection with the resolution by the Village Attorney with the Village Board, the CERF Activities to be provided by SKD under subcontract to Village, or otherwise under contract to any municipal or governmental authority, are a professional service exempt from the public bidding and related requirements of GML §103; and

**L. WHEREAS**, the Village Board has likewise in connection with the foregoing, and in light of the interest of Giarrusso in SKD, considered the potential conflict of

interest provisions and prohibitions under GML §§800-803(See Exhibit "B-1") and in addition those issues arising in the event of independent contract for work within the Village which Giarrusso is employed by, the potential legal and practical issues which may arise and with consideration of the foregoing statutes and comptroller opinions cited, and relative to same has noted the foregoing as proffered by Giarrusso and SKD and, as with the foregoing, reviewed and researched by the Village Attorney:

1. That the job duties description of Giarrusso as described at Paragraph B above contemplate the performance of such duties to achieve the objective of full and legal operation of the WWTP at all times, within permit limits and requirements and otherwise as described in such job duties description;
2. That the Village of Minoa has by custom treated the WWTP as a separate and distinct "department" with Giarrusso as department head and charged with ensuring the safe and effective operation of the WWTP and supervision of subordinate employees within the WWTP; as such, with respect to Giarrusso, the past practice of Village has been to assume the presence of Giarrusso on site and within the WWTP during regular work hours however with full knowledge that Giarrusso is likely to, during such hours and also during off hours, for a variety of reasons, including without limitation, in the event of outside training, purchasing of goods and supplies, emergencies or other urgent circumstances affecting operations of the WWTP, also perform activities that would now be defined as CERF Activities as well as WWTP Duties;
3. That as a matter of academic and scientific interest specific to Giarrusso, and beyond that required of the Village or otherwise for operation of the WWTP, during the duration of his employment, Giarrusso, as a product of his work as a research scientist with SUNY ESF, including as aforementioned at Paragraph C, has periodically requested of Village Board, and been granted, by duly adopted resolution, permission to conduct such experimentation and analysis outside of that required by or under his duties as WWTP Operator, and with the potential for improvement of such operations or those generally related to the removal of contaminants and similar substances from wastewater;
4. To the extent any such activities have occurred during what otherwise might be considered normal workday hours, it is noted that Giarrusso is a salaried employee, not entitled to overtime pay, has likewise performed WWTP Duties during off hours and that no record of violation or similar omission related to WWTP operation has ever resulted during Giarrusso's tenure;
5. That although such outside activities (now CERF Activities) as described have not been necessary to assist directly in compliance with necessary permits under the WWTP, the Village has recognized the potential benefit accruing to the Village in the event such efforts result in technologies beneficial to other facilities, governmental or private owner/operators and the like, and including any proprietary rights and benefits that may accrue to Village;

6. The Village Attorney also noting that no GML §§801-803 conflict of interest arises out of the contract between the Village and KDS nor as between the Village as we go forward and Giarrusso, who is both an employee of the Village and a member of SKD, as Giarrusso, as Village Employee, does not have the authority or duty to: (a) negotiate, prepare, authorize or approve a contract with SKD nor authorize or approve payment thereunder, (b) audit bills or claims under such contract, or (c) appoint an officer or employee who has any of the powers or duties set forth above;
7. The Village Employee Handbook, representing the contract of employment between the Village and Giarrusso, contains no provisions requiring that proprietary or similar rights acquired by an employee during and in the course of employment becomes that of the Village; and

**M. WHEREAS,** SKD also contemplating that from time to time, for the purpose of effecting a design of certain components of their work reasonably required to be designed by licensed professional engineers, and also because SKD has prior hereto, established informally a working relationship with Dunn & Sgromo Engineers, PLLC ("D&S") whereby D&S is preliminarily familiar with much of SKD's work may, accordingly favor D&S for such work provided same is not legally prohibited as a result of D&S's employment of Village Mayor, Richard Donovan; in this regard the following has been duly disclosed by the Village Mayor and duly noted by the Board:

1. The Village Mayor has been employed, through July 2010, as a full time and since then as a salaried part time employee of D&S, compensated in an equal salaried amount each week, and which compensation is not based in any way or event on the number or dollar amounts of contracts procured by, nor from service contracts otherwise acquired or performed by D&S;
2. The Village Mayors job duties for D&S consist of some potential client marketing, client liaison services, discovery and research of grant and funding opportunities and public and governmental relations;
3. With respect to Village, to date no work has ever been performed by D&S for the Village except in relation to a certain 2010 New York State Environmental Facilities Corporation Green Innovation Grant Program, and in which D&S performed design of plans and specifications for SKD and included in submission of the grant application, free of charge to Village and SKD, provided however that if the grant were to be approved, that D&S may likely be retained by SKD to perform for an agreed upon consideration, further services for SKD and thus ultimately for benefit of Village (the grant recipient); the Village Mayor was not involved in any respect relative to procurement, negotiation or approval of SKD's selection of D&S for the work in relation to this project, nor has SKD and D&S even entered into a sub consulting contract assuring D&S payment for their

preliminary work nor securing for D&S any of the additional work contemplated in the event of grant approval.

4. In any event, with respect to Village and as opined by the Village Attorney in reliance on NYS Attorney General (informal) Opinion dated February 16, 1970 and NYS Comptroller Opinion No. 1987-91 (attached hereto as Exhibits "D-1" and "D-2"), the Village Mayor has not been directly or indirectly involved in the procurement nor any retaining of D&S by SKD as sub consultant, nor otherwise for contracts and work SKD is to perform on behalf of Village, the Village Mayor is not a shareholder, partner, member, nor other interest holder in D&S as contemplated under the conflict of interest provisions of GML §801, nor would the Village Mayor be entitled to any commission, bonus nor similar additional or contingent compensation resulting from same; and

**N. WHEREAS**, in relation to the foregoing, Giarrusso and the Village Mayor are agreeable to and accordingly shall or shall have execute(d) affidavits of disclosure pursuant to GML §803 attesting to the foregoing and which affidavits shall be attached hereto and made a part of this resolution as Exhibits "E-1" and "E-2"; and the Village Mayor has and shall going forward, recuse himself in all respects from voting on approval of any contracts whereby it is then known, proposed or in any way inferred or suggested that D&S shall be the beneficiary or beneficiary of subcontract from that party awarded a contract with Village.

**O. WHEREAS**, any proposed work hereunder shall be consistent with the Village's mission and intent for the CERF Facilities, i.e., to educate and encourage green technologies, enhanced wastewater treatment, and renewable energy sources, and shall not restrict, impair or otherwise adversely affect, the performance of the basic public services to Village residents of wastewater treatment, and shall be where applicable, intended to further the Village objectives of advancing the treatment of Village wastewater and wastewater generally, by removal of traditionally resistant contaminants, and in any event of producing a revenue stream derived from services to another governmental or municipal subdivision or third party for their mutual benefit, including in particular the benefit to Village taxpayers of increased revenues; and

**P. WHEREAS**, any consideration to be paid or retained for use of the CERF facilities shall be a fair consideration, as shall be any consideration to be paid SKD and/or D&S under subcontract for professional services to be rendered in testing, analysis, design and related activities; and

**Q. WHEREAS**, any work to be performed under such contract or subcontract by SKD shall not be WWTP Duties as required by Giarrusso as a wastewater treatment plant operator; and

**NOW THEREFORE, be it**

**RESOLVED**, the Village Board, for purposes of the proposed actions contemplated herein, determines same to be a Type II or Unlisted Action pursuant to the New York State Environmental Quality Review Act; if an Unlisted Action the Board of Trustees elects to act as Lead Agency for purposes of review and to conduct an Uncoordinated Review of same; based on the documentation and testimony submitted and discussions of the Board and review of the criteria under 6 NYCRR §617 et seq., and determining that generally such contracts for projects shall incur additional project specific review, to the extent required, involves no significant or material impact(s), adverse or otherwise, and determining that the same in all likelihood may constitute a Type II action under SEQRA and however, in any event, accordingly directs issuances of a Negative Declaration of Significance in connection with the action, and it is further

**RESOLVED** that the Board hereby accepts and adopts, based substantially upon the above proffered representations of the Village Mayor, SKD and Giarrusso, the legal research of the Village Attorney and his opinions based thereon, and such other facts as are known to the Board and referenced hereinbefore, as its findings those representations of fact proffered at the PREMISES (whereas) paragraphs above, and, it is further;

**RESOLVED**, that the Village of Minoa is hereby authorized to enter into such contracts and subcontracts as are described in the foregoing and following paragraphs; and in particular, that same may include professional services contracts and subcontracts with SKD, and with knowledge that SKD in turn may be entering into professional services sub consulting/subcontracts with D&S, however, in all such cases respecting the Village, the authority granted hereunder strictly conditioned upon prior to the time of entering into such contracts/subcontracts and throughout their performance, the representation hereinbefore made being and remaining true in all material respects and the Village Board reviewing such contracts and subconsulting/subcontracts and ensuring same and such other relevant facts as aforementioned are consistent with the provisions hereof ; and it is further;

**RESOLVED**, that the Mayor is hereby authorized and directed to execute such contracts, amendments, documents and instruments, and to do and perform any and all such acts and/or things as may be necessary or advisable to perform the duties and obligations of the Village under the foregoing and to accomplish the purposes of the foregoing Resolutions and including, without limitation, to include in such bid or proposal submitted, the certificate as to non-collusion required by Section 103-D of the General Municipal Law, and that for any inaccuracies or mistakes in such certificate this Village submitted to bidder shall be liable under the penalties of perjury; and, it is further,

**RESOLVED**, that any and all actions heretofore or hereafter taken by any such officer of the Village within the terms of the foregoing Resolutions (including the certification thereof) be and hereby are ratified and confirmed as the act and deed of the Village.

Upon motion made by Trustee Champagne, and seconded by Trustee Christensen, the question of adoption of the foregoing was put to a roll call, which resulted as follows:

Richard Donovan, Mayor	Recused
William Brazill, Trustee	Aye
John Champagne, Trustee	Aye
Eric Christensen, Trustee	Aye
Ronald Cronk, Trustee	Nay

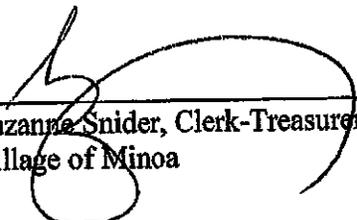
Resolution was adopted on February 7, 2011.

---

**CERTIFICATION**

I, the undersigned, Clerk of the Village of Minoa, Onondaga County, New York, do hereby certify that the above is a true copy of the original resolution passed at a meeting of the Minoa Village Board on February 7, 2011.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of said Village this 8<sup>th</sup> day of February, 2011.

  
\_\_\_\_\_  
Suzanne Snider, Clerk-Treasurer  
Village of Minoa

**Exhibit "A"**



1 of 1 DOCUMENT

NEW YORK CONSOLIDATED LAW SERVICE  
 Copyright © 2011 Matthew Bender, Inc.  
 a member of the LexisNexis (TM) Group  
 All rights reserved

\*\*\* THIS SECTION IS CURRENT THROUGH 2010 RELEASED CHAPTERS \*\*\*  
 \*\*\* 1-59, 61-568 (EXCEPT CHAPTER 56, SECTION 1, PART W) \*\*\*

GENERAL MUNICIPAL LAW  
 ARTICLE 5-A. PUBLIC CONTRACTS

Go to the New York Code Archive Directory

*NY CLS Gen Mun § 103 (2011)*

§ 103. Advertising for bids; letting of contracts; criminal conspiracies

1. [Until June 1, 2013] Except as otherwise expressly provided by an act of the legislature or by a local law adopted prior to September first, nineteen hundred fifty-three, all contracts for public work involving an expenditure of more than thirty-five thousand dollars and all purchase contracts involving an expenditure of more than [fig 1] twenty thousand dollars, shall be awarded by the appropriate officer, board or agency of a political subdivision or of any district therein including but not limited to a soil conservation district, to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided by this section. In any case where a responsible bidder's gross price is reducible by an allowance for the value of used machinery, equipment, apparatus or tools to be traded in by a political subdivision, the gross price shall be reduced by the amount of such allowance, for the purpose of determining the low bid. In cases where two or more responsible bidders furnishing the required security submit identical bids as to price, such officer, board or agency may award the contract to any of such bidders. Such officer, board or agency may, in his or her or its discretion, reject all bids and readvertise for new bids in the manner provided by this section. In determining whether a purchase is an expenditure within the discretionary threshold amounts established by this subdivision, the officer, board or agency of a political subdivision or of any district therein shall consider the reasonably expected aggregate amount of all purchases of the same commodities, services or technology to be made within the twelve-month period commencing on the date of purchase. Purchases of commodities, services or technology shall not be artificially divided for the purpose of satisfying the discretionary buying thresholds established by this subdivision. A change to or a renewal of a discretionary purchase shall not be permitted if the change or renewal would bring the reasonably expected aggregate amount of all purchases of the same commodities, services or technology from the same provider within the twelve-month period commencing on the date of the first purchase to an amount greater than the discretionary buying threshold amount. For purposes of this section, "sealed bids", as that term applies to purchase contracts, shall include bids submitted in an electronic format including submission of the statement of non-collusion required by section one hundred three-d of this article, provided that the governing board of the political subdivision or district, by resolution, has authorized the receipt of bids in such format. Submission in electronic format may [fig 2], for technology contracts only, be required as the sole method for the submission of bids. Bids submitted in an electronic format shall be transmitted by bidders to the receiving device designated by the political subdivision or district. Any method used to receive electronic bids shall comply with article three of the state technology law, and any rules and regulations promulgated and guidelines developed thereunder and, at a minimum, must (a) document the time and date of receipt of each bid received electronically; (b) authenticate the identity of the sender; (c) ensure the security of the information transmitted; and (d) ensure the confidentiality of the bid until the time and date established for the opening of bids. The timely submission of an electronic bid in compliance with instructions provided for such submission in the advertisement for bids and/or the specifications shall be the responsibility solely of each bidder or

prospective bidder. No political subdivision or district therein shall incur any liability from delays of or interruptions in the receiving device designated for the submission and receipt of electronic bids.

1. [Eff June 1, 2013] Except as otherwise expressly provided by an act of the legislature or by a local law adopted prior to September first, nineteen hundred fifty-three, all contracts for public work involving an expenditure of more than [fig 1] thirty-five thousand dollars and all purchase contracts involving an expenditure of more than [fig 1] twenty thousand dollars, shall be awarded by the appropriate officer, board or agency of a political subdivision or of any district therein including but not limited to a soil conservation district, to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided by this section. In determining whether a purchase is an expenditure within the discretionary threshold amounts established by this subdivision, the officer, board or agency of a political subdivision or of any district therein shall consider the reasonably expected aggregate amount of all purchases of the same commodities, services or technology to be made within the twelve-month period commencing on the date of purchase. Purchases of commodities, services or technology shall not be artificially divided for the purpose of satisfying the discretionary buying thresholds established by this subdivision. A change to or a renewal of a discretionary purchase shall not be permitted if the change or renewal would bring the reasonably expected aggregate amount of all purchases of the same commodities, services or technology from the same provider within the twelve-month period commencing on the date of the first purchase to an amount greater than the discretionary buying threshold amount. In any case where a responsible bidder's gross price is reducible by an allowance for the value of used machinery, equipment, apparatus or tools to be traded in by a political subdivision, the gross price shall be reduced by the amount of such allowance, for the purpose of determining the low bid. In cases where two or more responsible bidders furnishing the required security submit identical bids as to price, such officer, board or agency may award the contract to any of such bidders. Such officer, board or agency may, in his, her or its discretion, reject all bids and readvertise for new bids in the manner provided by this section.

1-a. Whenever possible, practical, and feasible and consistent with open competitive bidding, the officer, board or agency of any political subdivision or of any district therein charged with the awarding of contracts may use the stock item specifications of manufacturers, producers and/or assemblers located in New York state in developing specifications for items to be let for bid in its purchasing contracts and may use the data and information contained in stock item specifications forms as provided in section one hundred sixty-four-a of the state finance law to assist in his determination of what constitutes a stock item of a manufacturer, producer and/or assembler located in New York state for the purpose of helping to retain jobs, business and industry presently in the state of New York and attracting expanded and new business and industry to the state of New York so as to best promote the public interest.

2. [Until June 1, 2013] Advertisement for bids shall be published in the official newspaper or newspapers, if any, or otherwise in a newspaper or newspapers designated for such purpose. Such advertisement shall contain a statement of the time when and place where all bids received pursuant to such notice will be publicly opened and read, and the designation of the receiving device if the political subdivision or district has authorized the receipt of bids in an electronic format. Such board or agency may by resolution designate any officer or employee to open the bids at the time and place specified in the notice. Such designee shall make a record of such bids in such form and detail as the board or agency shall prescribe and present the same at the next regular or special meeting of such board or agency. All bids received shall be publicly opened and read at the time and place so specified. At least five days shall elapse between the first publication of such advertisement and the date so specified for the opening and reading of bids.

2. [Eff June 1, 2013] Advertisement for bids shall be published in the official newspaper or newspapers, if any, or otherwise in a newspaper or newspapers designated for such purpose. Such advertisement shall contain a statement of the time when and place where all bids received pursuant to such notice will be publicly opened and read. Such board or agency may by resolution designate any officer or employee to open the bids at the time and place specified in the notice. Such designee shall make a record of such bids in such form and detail as the board or agency shall prescribe and present the same at the next regular or special meeting of such board or agency. All bids received shall be publicly opened and read at the time and place so specified. At least five days shall elapse between the first publication of such advertisement and the date so specified for the opening and reading of bids.

3. Notwithstanding the provisions of subdivision one of this section, any officer, board or agency of a political subdivision or of any district therein authorized to make purchases of materials, equipment or supplies, or to contract for services, may make such purchases, or may contract for services, other than services subject to article eight or

nine of the labor law, when available, through the county in which the political subdivision or district is located or through any county within the state subject to the rules established pursuant to subdivision two of section four hundred eight-a of the county law; provided that the political subdivision or district for which such officer, board or agency acts shall accept sole responsibility for any payment due the vendor or contractor. All purchases and all contracts for such services shall be subject to audit and inspection by the political subdivision or district for which made. Prior to making such purchases or contracts the officer, board or agency shall consider whether such contracts will result in cost savings after all factors, including charges for service, material, and delivery, have been considered. No officer, board or agency of a political subdivision or of any district therein shall make any purchase or contract for any such services through the county in which the political subdivision or district is located or through any county within the state when bids have been received for such purchase or such services by such officer, board or agency, unless such purchase may be made or the contract for such services may be entered into upon the same terms, conditions and specifications at a lower price through the county.

4. Notwithstanding the provisions of subdivision one of this section, in the case of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of a political subdivision or district therein, require immediate action which cannot await competitive bidding, contracts for public work or the purchase of supplies, material or equipment may be let by the appropriate officer, board or agency of a political subdivision or district therein.

5. Upon the adoption of a resolution by a vote of at least three-fifths of all the members of the governing body of a political subdivision or district therein stating that, for reasons of efficiency or economy, there is need for standardization, purchase contracts for a particular type or kind of equipment, material or supplies [fig 1] in excess of the monetary threshold fixed for purchase contracts in this section may be awarded by the appropriate officer, board or agency of such political subdivision or any such district therein, to the lowest responsible bidder furnishing the required security after advertisement for sealed bids therefor in the manner provided in this section. Such resolution shall contain a full explanation of the reasons for its adoption.

6. Surplus and second-hand supplies, material or equipment may be purchased without competitive bidding from the federal government, the state of New York or from any other political subdivision, district or public benefit corporation.

7. A person or corporation who conspires to prevent competitive bidding on a contract for public work or purchase advertised for bidding shall be guilty of a misdemeanor as provided in section one hundred three-e of this article.

8. Where municipal hospitals or nutrition programs that receive federal, state, or local funding purchase goods, supplies and services under joint contracts and arrangements entered into pursuant to section twenty-eight hundred three-a of the public health law, they shall not be required to comply with the provisions of subdivision one of this section.

8-a. (a) Notwithstanding the foregoing provisions of this section, a political subdivision, when letting contracts in accordance with this subdivision for the purchase of food products, may require provisions that mandate that the essential components of such food products are grown, produced or harvested in New York state, or that any processing of such food products take place in facilities located within New York state.

(b) The commissioner of agriculture and markets shall determine, using uniform criteria, those food products for which the requirements of this subdivision are deemed beneficial. The commissioner shall promulgate a list of such food products and ascertain those periods of time each year that the listed food products are available in sufficient quantity for competitive purchasing and shall forward such information upon request to such political subdivisions that shall make determinations as provided herein. The commissioner of agriculture and markets shall update such list as often as he deems necessary.

(c) (i) Such political subdivision shall specify, with the advice of the commissioner of agriculture and markets, the percentage of each food product required to be grown, produced, harvested or processed within New York state.

(ii) Upon a determination by such political subdivision that such food products are not available in sufficient quantity for purchasing, the specifications requiring such purchase shall be waived for that specific food product until the next contract for such food product is let out for bid.

(iii) Upon a determination by such political subdivision that food processing facilities are not available for the processing of food products purchased under specifications required by this section, the specifications requiring such processing shall be waived.

(iv) In the event that such a political subdivision receives no acceptable bids it may waive the provisions of this section and shall award a contract in accordance with other applicable statutes. In addition, if the commissioners of agriculture and markets and economic development agree as to any deleterious economic impact of specifications requiring such purchase, the provisions of this subdivision may be waived by a political subdivision for such purchase.

(d) The commissioner of the office of general services and the commissioner of agriculture and markets may issue such regulations as they deem necessary to implement this subdivision and to assist political subdivisions in complying with this subdivision.

(e) Notwithstanding any other provision of law, the department of agriculture and markets shall supply information required by paragraph (b) of this subdivision to the office of general services within one hundred eighty days of the effective date of this subdivision.

(f) The commissioners of general services, agriculture and markets, and economic development shall provide the legislature with a report on the fifteenth day of January of the second year next succeeding the year in which this subdivision became effective, and in their discretion periodically report thereafter, on the effects of this subdivision and on recommendations on ways to make it more effective.

9. Notwithstanding the foregoing provisions of this section to the contrary, a board of education may, on behalf of its school district, separately purchase eggs, livestock, fish, dairy products (excluding milk), juice, grains, and species of fresh fruit and vegetables directly from New York State producers or growers, or associations of producers and growers, provided that:

(a) such association of producers or growers is comprised of ten or fewer owners of farms who also operate such farms and who have combined to fill the order of a school district as herein authorized, provided however, that a school district may apply to the commissioner of education for permission to purchase from an association of more than ten owners of such farms when no other producers or growers have offered to sell to such school;

(b) the amount that may be expended by a school district in any fiscal year for such purchases shall not exceed an amount equal to twenty cents multiplied by the total number of days in the school year multiplied by the total enrollment of such school district;

(c) all such purchases shall be administered pursuant to regulations promulgated by the commissioner of education. Such regulations shall: be developed in consultation with the commissioner of agriculture and markets to accommodate and promote the provisions of the farm-to-school program established pursuant to subdivision five-b of the section sixteen of the agriculture and markets law and subdivision thirty-one of section three hundred five of the education law as added by chapter two of the laws of two thousand two; ensure that the prices paid by a district for any items so purchased do not exceed the prices of comparable local farm products that are available to districts through their usual purchases of such items; ensure that all producers and growers who desire to sell to school districts can readily access information in accordance with the farm-to-school law; include provisions for situations when more than one producer or grower seeks to sell the same product to a district to ensure that all such producers or growers have an equitable opportunity to do so in a manner similar to the usual purchasing practices of such districts; develop guidelines for approval of purchases of items from associations of more than ten growers and producers; and, to the maximum extent practicable, minimize additional paperwork, recordkeeping and other similar requirements on both growers and producers and school districts.

10. Notwithstanding the foregoing provisions of this section to the contrary, a board of education may, on behalf of its school district, separately purchase milk, directly from licensed milk processors employing less than forty people pursuant to the provisions of this subdivision. The amount that may be expended by a school district in any fiscal year pursuant to this section shall not exceed an amount equal to twenty-five cents multiplied by the total number of days in the school year multiplied by the total enrollment of such school district. All purchases made pursuant to this subdivision shall be administered pursuant to regulations promulgated by the commissioner of education. The regulations promulgated by the commissioner of education shall ensure that the prices paid by a school district for items purchased pursuant to this subdivision do not exceed the market value of such items and that all licensed processors who desire to sell to a school district pursuant to this subdivision have equal opportunities to do so.

### 11. Bid mistake; public projects.

(a) In all contracts governed by this section, where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn after a showing of the following: (1) the mistake is known or made known to the awarding officer, board or agency prior to the awarding of the contract or within three days after the opening of the bid, whichever period is shorter; and (2) the price bid was based on an error of such magnitude that enforcement would be unconscionable; and (3) the bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and (4) the error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, goods or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and (5) it is possible to place the public agency, board, officer, or subdivision in status quo ante.

(b) Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this section shall be withdrawal of that bid and the return of the bid bond or other security, if any, to the bidder. Thereafter, the awarding officer, board or agency may, in its discretion, award the contract to the next lowest responsible bidder or rebid the contract. Any amendment to or reformation of a bid or a contract to rectify such an error or mistake therein is strictly prohibited.

12. Notwithstanding any other provision of this section or any other provision of law, boards of education shall have the authority to determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder for purposes of subdivision one of this section, based upon either or both of the following considerations: (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including but not limited to employee compensation, working conditions, employee rights to form unions, and the use of child labor; or (b) the bidder's failure to provide information sufficient for boards of education to determine the labor standards applicable to the manufacture of the apparel or sports equipment.

13. [Expires Dec 31, 2014] Notwithstanding any provision of law to the contrary, to facilitate the timely and cost effective completion of utility work within the area of New York county south of a line beginning at a point where the United States pierhead line in the Hudson river as it exists now or may be extended would intersect with the northerly line of West 72nd street extended, thence easterly along the northerly side of West 72nd street to Central Park, thence easterly through Central Park along a line extending from the northerly side of West 72nd street to the northerly side of East 72nd street, thence easterly along the northerly side of East 72nd street to the point where it would intersect with the United States pierhead line in the East river as it exists now or may be extended, including tax lots within or immediately adjacent thereto, all contracts for a public work project that relate to or are in furtherance of the water tunnel capital program of such city within such area may include work that the contracting agency of such city deems necessary or desirable for the completion of such project that requires the maintenance, support, protection or other accommodation of energy, telecommunications or other private facilities or structures not publicly owned which are located within, traversing or adjacent to the construction area of such project, whether above, below or at ground level, including the removal, relocation, alteration, replacement, reconstruction or improvement of such facilities or structures, provided that: (i) the costs of work performed pursuant to this subdivision, including any incremental or administrative costs attributable to such work, shall not be borne by such agency except as otherwise provided by chapter three hundred fifty-seven of the laws of nineteen hundred eighty-eight; and (ii) any lower Manhattan redevelopment project, as defined in section three of chapter two hundred fifty-nine of the laws of two thousand four, known as the coordinated construction act for lower Manhattan, as amended, shall be governed by such act while such act remains in effect. If such agency includes such work in a contract pursuant to this subdivision, such agency shall award the contract to the lowest responsible bidder based upon the combined cost of the public work and the utility work and such agency shall be reimbursed by the entity responsible for the utility work for any incremental or administrative cost increase in an amount equal to the difference between the cost of the agency work of the overall low bidder and the cost of the agency work of the lowest bidder for the agency work alone. However, if the cost of the agency work of the lowest bidder for the agency work alone is more than twenty percent below the average of the next two lowest bids for the agency work, then the agency shall award the contract to the lowest responsible bidder for the agency work alone. In the event that the utility work is included in such agency's contract pursuant to this subdivision, such agency shall monitor and, to the extent necessary, participate in dispute resolution between the contractor and the entity responsible for the utility work. In the event

that the utility work is not included in such agency's contract, nothing in this subdivision shall prevent such agency from including provisions in its contracts requiring contractors to engage in alternate methods of dispute resolution regarding utility work.

14. [None]

15. (a) Notwithstanding any general, special or local law or rule or regulation to the contrary, an officer, board or agency of any county, any school district or any political subdivision of the state with a population of fifty thousand or more charged with awarding a contract for public work may establish guidelines governing the qualifications of bidders seeking to bid or enter into such contracts. If such officer, board or agency maintains an appropriate list of qualified bidders, the bidding shall be restricted to those who have qualified prior to the receipt of bids according to standards fixed by such officer, board or agency. In determining whether a prospective bidder qualifies for inclusion on a list of pre-qualified bidders, the officer, board or agency shall consider the experience and record of performance of the prospective bidder in the particular type of work, as well as: (i) the prospective bidder's ability to undertake the particular type and complexity of work; (ii) the financial capability, responsibility and reliability of the prospective bidder for such type and complexity of work; (iii) the record of the prospective bidder in complying with existing labor standards and maintaining harmonious labor relations; (iv) the prospective bidder's compliance with equal employment opportunity requirements and anti-discrimination laws, and demonstrated commitment to working with minority and women-owned businesses through joint ventures or subcontractor relationships; and (v) the record of the prospective bidder in protecting the health and safety of workers on public works projects and job sites as demonstrated by the prospective bidder's experience modification rate for each of the last three years.

(b) Such public officer, board or agency shall, not less than annually, publish in a newspaper of general circulation in such political subdivision an advertisement requesting prospective bidders to submit qualification statements. Lists of pre-qualified bidders may be established on a project-specific basis. Prequalified lists shall include all bidders that qualify; provided, however, that any such list shall have no less than five bidders but shall remain open for all additional qualified bidders. The public officer, board or agency's procedures for prequalifying bidders shall include an appeals process for those denied a place on a pre-qualified list. Any denial must be based upon substantial evidence, cannot be arbitrary or capricious, and shall be subject to judicial review pursuant to article seventy-eight of the civil practice law and rules. The public officer, board or agency may move forward on the contract award during such appeals.

(c) Any school district or political subdivision of the state with a population of less than fifty thousand may utilize a list of pre-qualified bidders maintained by the county within which the subdivision is located, if such list is maintained.

**HISTORY:**

Add, L 1953, ch 861, § 18, with substance deriving from Pub Wks Law § 15; amd, L 1955, ch 434, § 1, eff April 18, 1955, L 1955, ch 669, § 1, L 1957, ch 984, §§ 1, 2, L 1958, ch 296, § 1, L 1960, ch 997, §§ 2, 3, eff Sept 1, 1960, L 1962, ch 154, § 1, L 1962, ch 196, § 1, L 1963, ch 597, § 1, eff April 23, 1963, L 1967, ch 680, § 65, L 1973, ch 552, § 1, L 1972, ch 579, § 1, L 1973, ch 336, § 1, L 1974, ch 315, § 1, eff May 7, 1974, L 1977, ch 897, § 1, L 1978, ch 287, §§ 1, 2, L 1979, ch 595, § 2, eff July 10, 1979, L 1980, ch 703, § 1, L 1981, ch 635, § 1, eff Sept 1, 1981, L 1983, ch 453, §§ 1, 2, L 1983, ch 454, § 1, L 1983, ch 454, § 1, L 1983, ch 848, § 1, eff Jan 1, 1984, L 1986, ch 105, § 1, L 1986, ch 741, § 2, L 1991, ch 413, §§ 54, 55, L 1991, ch 429, § 1, L 1993, ch 490, § 7, eff Jan 1, 1994 (see 1993 note below), L 1995, ch 148, § 1, eff July 19, 1995, L 1996, ch 620, § 5, L 1998, ch 622, § 1, eff Oct 20, 1998, L 2001, ch 227, § 1, L 2003, ch 62, § 1 (Part X), L 2003, ch 62, §§ 4, 5 (Part X), expires and repealed June 1, 2013 (see 2003 note below), L 2003, ch 562, § 3, eff Sept 1, 2003 (see 2003 note below), L 2004, ch 269, § 1, eff Aug 3, 2004, L 2005, ch 741, § 4, eff Oct 18, 2005 (see 2005 note below), L 2007, ch 343, § 1, eff July 18, 2007, L 2008, ch 7, § 10 (see 2008 note below), L 2008, ch 8, § 6, eff April 27, 2008, L 2008, ch 8, § 7, eff April 27, 2008 (see 2008 note below), L 2008, ch 57, § 1-a (Part MM), eff July 1, 2008 (see 2008 note below), L 2010, ch 56, §§ 1-3 (Part FF), eff June 22, 2010 (see 2010 note below), L 2010, ch 469, § 1, eff Aug 30, 2010, expires Dec 31, 2014 (see 2010 note below).

**NOTES:**

**Editor's Notes**

Subs 1 and 2 have been reprinted in this supplement to correct inadvertent errors occurring in the parent volume.

Laws 1986, ch 741, § 1, provides as follows:

Section 1. Legislative intent. The legislature hereby finds and declares that there is a need to increase the available markets for owner-operated family farms in this state, and that one of the best means of insuring the increase in availability of such markets is to increase the governmental purchasing of food products from such owner-operated family farms; the legislature further finds and declares that any obstacles in the smooth operations of such purchasing should be cleared, to assure that smaller as well as larger farms and farmers can take advantage of such purchasing by school districts; and the legislature further finds and declares that one means of accomplishing this is to change the current purchasing act to allow smaller owner-operated family farms to combine their produce in order to allow them to take advantage of the purchasing act by filling the volume requirements of school districts.

Laws 1993, ch 490, § 1, eff Jan 1, 1994, provides as follows:

Section 1. Declaration of legislative findings and intent. It is the declared policy of this state to encourage and improve the business climate within New York to increase the number of job opportunities for all of its citizens. The New York grape and wine industry is the second largest in the nation and presently is experiencing economic difficulties. These economic difficulties have hindered employment opportunities for New Yorkers, particularly persons located in the state's fruit and grape growing areas.

The purpose of this legislation is to reduce unnecessary state mandates and eliminate or simplify redundant reporting requirements, thereby allowing the grape and wine industry to be more productive and profitable. It is the intent of this legislation to comprehensively address the problems faced by the industry, reduce state mandates, and reduce state administrative costs in monitoring the industry in a way that still vigilantly protects the public interest. In addition to providing more job opportunities, stabilization and growth in the industry, this act will promote the conservation, protection and enhancement of the state's agricultural lands and promote tourism.

Laws 2003, ch 62, § 41(a) (Part X), eff May 15, 2003, provides as follows:

§ 41. This act shall take effect immediately; provided, however,  
(a) that sections four, five, six, seven, eight and nine of this act shall expire June 1, 2013 when upon such date the provisions of such sections shall be deemed repealed; (Amd, L 2008, ch 134, § 1, eff June 30, 2008.).

Laws 2003, ch 562, § 6, eff Sept 1, 2003, provides as follows:

§ 6. This act shall take effect September 1, 2003 and shall respectively apply to bids issued after such date; provided, however, that effective immediately, the addition, amendment and/or repeal of any rule or regulation necessary for the implementation of this act on its effective date are authorized and directed to be made and completed on or before such effective date.

Laws 2005, ch 741, § 8, eff Oct 18, 2005, provides as follows:

§ 8. This act shall take effect immediately, provided, however, that the amendments to subdivision 1 of *section 103 of the general municipal law* made by section four of this act shall not affect the expiration of such subdivision and shall be deemed to expire therewith; and provided, further, that the amendments to paragraph f of *section 58.00 of the local finance law* made by section five of this act shall not affect the repeal of such paragraph and shall be deemed repealed therewith.

Laws 2008, ch 7, § 11, eff April 27, 2008, provides as follows:

§ 11. This act shall take effect on the ninetieth day after it shall have become a law and shall apply to all contracts entered into on or after such effective date, except as to subparagraph (iv) of paragraph (d) of subdivision 3 of *section 220-a of the labor law*, as added by section two of this act, which shall apply to all contracts advertised or solicited after such effective date. (Amd, L 2008, ch 8, § 8, eff April 27, 2008.)

Laws 2008, ch 8, § 9, eff April 27, 2008, provides as follows:

§ 9. This act shall take effect on the same date and in the same manner as a chapter of the laws of 2007, amending the labor law and the general municipal law relating to guaranteeing payment of prevailing wages to the workers of New York state, as proposed in legislative bills numbers S. 5506-A and A. 8582-A, takes effect; provided, however that the amendments to subparagraphs (iii) and (iv) of paragraph a of subdivision 3-a of *section 220 of the labor law* made by section three-a of this act shall take effect on the same date and in the same manner as chapter 629 of the laws of 2007, takes effect, when upon such date the provisions of section three of this act shall expire and be deemed repealed.

Laws 2008, ch 57, § 20 (Part MM), eff July 1, 2008, provides as follows:

§ 20. This act shall take effect July 1, 2008, and shall control all contracts advertised or solicited for bid on or after the effective date of this act under the provisions of any law requiring contracts to be let pursuant to provisions of law amended by this act.

Laws 2009, ch 494, § 2 (Part D), eff Nov 12, 2009, provides as follows:

§ 2. This act shall take effect immediately, provided, however that the amendments to subdivision 1 of *section 103 of the general municipal law* made by section one of this act shall not affect the expiration of such subdivision and shall be deemed to expire therewith.

2010, ch 56, § 13, intro and sub 1 (Part FF), eff June 22, 2010, provides as follows:

§ 13. This act shall take effect immediately and shall apply to any contract let or awarded on or after such date; provided, however, that:

1. the amendments to subdivision 1 of *section 103 of the general municipal law* made by section one of this act shall not affect the expiration and reversion of such subdivision as provided in subdivision (a) of section 41 of part X of chapter 62 of the laws of 2003, as amended, when upon such date the provisions of section two of this act shall take effect; and.

2010, ch 469, § 2, eff Aug 30, 2010, deemed eff on and after Dec 31, 2010, provides as follows:

§ 2. This act shall take effect immediately, and shall apply to contracts entered into or otherwise formally solicited on or after such effective date; provided that this act shall expire and be deemed repealed December 31, 2014; and provided further, that this act shall also apply to any contract to which this act would otherwise apply that has been advertised or otherwise formally solicited on or after the effective date of this act and on or before December 31, 2014.

#### Amendment Notes

2010. Chapter 56, § 1 (Part FF) amended:

Sub 1 [first setout] by deleting at fig 1 "ten", at fig 2 "not, however" and adding the matter in italics.

2010. Chapter 56, § 2 (Part FF) amended:

Sub 1 [second setout] by deleting at fig 1 "twenty", at fig 2 "ten" and adding the matter in italics.

2010. Chapter 56, § 3 (Part FF) amended:  
Sub 5 by deleting at fig 1 "of more than ten thousand dollars" and adding the matter in italics.  
2010. Chapter 469, § 1 amended:  
By adding sub 13.

**Revision Notes**

[1958, ch 296] This act was prepared under the direction of the New York State Department of Audit and Control and was introduced at its request.

[1962, ch 196] Chapter 196 was prepared under the direction of the New York State Department of Audit and Control and was introduced at its request.

[1967, ch 680] This act was prepared by the Temporary Commission on Revision of the Penal Law and Criminal Code. See 1967 note at the beginning of the Penal Law explaining the changes made by this act.

**New York References:**

This section referred to in § 109-b; *CLS County § 408-a*; *CLS Pub A §§ 1196-p, 1197-p, 1198-q, 1199-qqq, 1680-a*; *CLS Town § 197*; *CLS Unconsol Ch 139 § 8-b*  
Advertising for bids; letting of contracts, *CLS County § 408-a*

**Research References & Practice Aids:**

15 Am Jur Legal Forms 2d, Public Works and Contracts, Forms 216:11 et seq  
7 Am Jur Pl & Pr Forms (Rev), Conspiracy, Forms 7-12  
20C Am Jur Pl & Pr Forms (Rev), Public Works and Contracts, Forms 7 et seq

**Matthew Bender's New York Practice Guides:**

2 *New York Practice Guide: Business and Commercial* §§ 13.03, 13.06, 13.16

**Law Reviews:**

Bergman, Reletting the abandoned or defaulted public works project in New York--To bid or not to bid? 3  
*Fordham Urban LJ* 451

**Exhibit "B-1"**



1 of 1 DOCUMENT

NEW YORK CONSOLIDATED LAW SERVICE  
Copyright © 2011 Matthew Bender, Inc.  
a member of the LexisNexis (TM) Group  
All rights reserved

\*\*\* THIS SECTION IS CURRENT THROUGH 2010 RELEASED CHAPTERS \*\*\*  
\*\*\* 1-59, 61-568 (EXCEPT CHAPTER 56, SECTION 1, PART W) \*\*\*

GENERAL MUNICIPAL LAW  
ARTICLE 18. CONFLICTS OF INTEREST OF MUNICIPAL OFFICERS AND EMPLOYEES

Go to the New York Code Archive Directory

*NY CLS Gen Mun § 801 (2011)*

§ 801. Conflicts of interest prohibited

Except as provided in section eight hundred two of this chapter, (1) no municipal officer or employee shall have an interest in any contract with the municipality of which he is an officer or employee, when such officer or employee, individually or as a member of a board, has the power or duty to (a) negotiate, prepare, authorize or approve the contract or authorize or approve payment thereunder (b) audit bills or claims under the contract, or (c) appoint an officer or employee who has any of the powers or duties set forth above and (2) no chief fiscal officer, treasurer, or his deputy or employee, shall have an interest in a bank or trust company designated as a depository, paying agent, registration agent or for investment of funds of the municipality of which he is an officer or employee. The provisions of this section shall in no event be construed to preclude the payment of lawful compensation and necessary expenses of any municipal officer or employee in one or more positions of public employment, the holding of which is not prohibited by law.

**HISTORY:**

Add, L 1964, ch 946, § 2, amd, L 1965, ch 1043, eff July 1, 1965.  
Former § 801, formerly § 701, renumbered, L 1963, ch 844, renumbered § 901, L 1964, ch 946, § 3, eff Sept 1, 1964.

See 1964 note under Art 18.

**NOTES:**

**New York References:**

This section referred to in § 802  
This section referred to in § 802



1 of 1 DOCUMENT

NEW YORK CONSOLIDATED LAW SERVICE  
Copyright © 2011 Matthew Bender, Inc.  
a member of the LexisNexis (TM) Group  
All rights reserved

\*\*\* THIS SECTION IS CURRENT THROUGH 2010 RELEASED CHAPTERS \*\*\*  
\*\*\* 1-59, 61-568 (EXCEPT CHAPTER 56, SECTION 1, PART W) \*\*\*

GENERAL MUNICIPAL LAW  
ARTICLE 18. CONFLICTS OF INTEREST OF MUNICIPAL OFFICERS AND EMPLOYEES

Go to the New York Code Archive Directory

NY CLS Gen Mun § 802 (2011)

§ 802. Exceptions

The provisions of section eight hundred one of this chapter shall not apply to:

1.
  - a. The designation of a bank or trust company as a depository, paying agent, registration agent or for investment of funds of a municipality except when the chief fiscal officer, treasurer, or his deputy or employee, has an interest in such bank or trust company; provided, however, that where designation of a bank or trust company outside the municipality would be required because of the foregoing restriction, a bank or trust company within the municipality may nevertheless be so designated;
  - b. A contract with a person, firm, corporation or association in which a municipal officer or employee has an interest which is prohibited solely by reason of employment as an officer or employee thereof, if the remuneration of such employment will not be directly affected as a result of such contract and the duties of such employment do not directly involve the procurement, preparation or performance of any part of such contract;
  - c. The designation of a newspaper, including but not limited to an official newspaper, for the publication of any notice, resolution, ordinance or other proceeding where such publication is required or authorized by law;
  - d. The purchase by a municipality of real property or an interest therein, provided the purchase and the consideration therefor is approved by order of the supreme court upon petition of the governing board;
  - e. The acquisition of real property or an interest therein, through condemnation proceedings according to law;
  - f. A contract with a membership corporation or other voluntary nonprofit corporation or association including, but not limited to, rural electric cooperatives. For purposes of this paragraph, the term "rural electric cooperative" shall have the same meaning as the term "cooperative" as defined in subdivision (a) of section two of the rural electric cooperative law;
  - g. The sale of bonds and notes pursuant to *section 60.10 of the local finance law*;
  - h. A contract in which a municipal officer or employee has an interest if such contract was entered into prior to the time he was elected or appointed as such officer or employee, but this paragraph shall in no event authorize a renewal of any such contract;
  - i. Employment of a duly licensed physician as school physician for a school district upon authorization by a two-thirds vote of the board of education of such school district, notwithstanding the fact that such physician shall have an interest, as defined in section eight hundred one of this chapter, in such employment.
  - j. Purchases or public work by a municipality, other than a county, located wholly or partly within a county with a population of two hundred thousand or less pursuant to a contract in which a member of the governing body or board has a prohibited interest, where:
    - (1) the member of the governing body or board is elected and serves without salary;

(2) the purchases, in the aggregate, are less than five thousand dollars in one fiscal year and the governing body or board has followed its procurement policies and procedures adopted in accordance with the provisions of section one hundred four-b of this chapter and the procurement process indicates that the contract is with the lowest dollar offer;

(3) the contract for the purchases or public work is approved by resolution of the body or board by the affirmative vote of each member of the body or board except the interested member who shall abstain.

2.

a. A contract with a corporation in which a municipal officer or employee has an interest by reason of stockholdings when less than five per centum of the outstanding stock of the corporation is owned or controlled directly or indirectly by such officer or employee;

b. A contract for the furnishing of public utility services when the rates or charges therefor are fixed or regulated by the public service commission;

c. A contract for the payment of a reasonable rental of a room or rooms owned or leased by an officer or employee when the same are used in the performance of his official duties and are so designated as an office or chamber;

d. A contract for the payment of a portion of the compensation of a private employee of an officer when such employee performs part time service in the official duties of the office;

e. A contract in which a municipal officer or employee has an interest if the total consideration payable thereunder, when added to the aggregate amount of all consideration payable under contracts in which such person had an interest during the fiscal year, does not exceed the sum of [fig 1] seven hundred fifty dollars.

f. A contract with a member of a private industry council established in accordance with the federal job training partnership act or any firm, corporation or association in which such member holds an interest, provided the member discloses such interest to the council and the member does not vote on the contract.

#### HISTORY:

Add, L 1964, ch 946, § 2, amd, L 1965, ch 1043, eff July 1, 1965.

See 1964 note under Art 18.

Sub 1, par f, amd, L 2009, ch 249, § 1, eff July 28, 2009.

Sub 1, par i, add, L 1968, ch 105, eff April 2, 1968.

Sub 2, par a, amd, L 1966, ch 135, L 1970, ch 1019, eff July 1, 1970.

Sub 2, par b, formerly sub 2, par c, relettered, L 1977, ch 28, eff July 1, 1978.

Former sub 2, par b, amd, L 1973, ch 195, § 18, eff April 25, 1973, repealed, L 1977, ch 28, eff July 1, 1978.

Sub 2, par c, formerly sub 2, par d, relettered, L 1977, ch 28, eff July 1, 1978.

Former sub 2, par c, relettered, sub 2, par b, L 1977, ch 28, eff July 1, 1978.

Sub 2, par d, formerly sub 2, par e, relettered, L 1977, ch 28, eff July 1, 1978.

Former sub 2, par d, relettered sub 2, par c, L 1977, ch 28, eff July 1, 1978.

Sub 2, par e, formerly sub 2, par f, relettered, L 1977, ch 28, eff July 1, 1978.

Former sub 2, par e, relettered sub 2, par d, L 1977, ch 28, eff July 1, 1978.

Sub 2, par f, relettered sub 2, par e, L 1977, ch 28, eff July 1, 1978.

Sub 1, par j, add, L 1996, ch 364, § 1, eff Oct 28, 1996.

Sub 2, par e, amd, L 1996, ch 364, § 2, eff Oct 28, 1996.

The 1996 act deleted at fig 1 "one"

Sub 2, par f, add, L 1983, ch 440, § 1, eff July 12, 1983.

#### NOTES:

Editor's Notes



1 of 1 DOCUMENT

NEW YORK CONSOLIDATED LAW SERVICE  
Copyright © 2011 Matthew Bender, Inc.  
a member of the LexisNexis (TM) Group  
All rights reserved

\*\*\* THIS SECTION IS CURRENT THROUGH 2010 RELEASED CHAPTERS \*\*\*  
\*\*\* 1-59, 61-568 (EXCEPT CHAPTER 56, SECTION 1, PART W) \*\*\*

GENERAL MUNICIPAL LAW  
ARTICLE 18. CONFLICTS OF INTEREST OF MUNICIPAL OFFICERS AND EMPLOYEES

Go to the New York Code Archive Directory

*NY CLS Gen Mun § 803 (2011)*

§ 803. Disclosure of interest

1. Any municipal officer or employee who has, will have, or later acquires an interest in or whose spouse has, will have, or later acquires an interest in any actual or proposed contract, purchase agreement, lease agreement or other agreement, including oral agreements, with the municipality of which he or she is an officer or employee, shall publicly disclose the nature and extent of such interest in writing to his or her immediate supervisor and to the governing body thereof as soon as he or she has knowledge of such actual or prospective interest. Such written disclosure shall be made part of and set forth in the official record of the proceedings of such body. [fig 1]

2. Notwithstanding the provisions of subdivision one of this section, disclosure shall not be required in the case of an interest in a contract described in subdivision two of section eight hundred two hereof.

**HISTORY:**

Add, L 1964, ch 946, § 2, eff Sept 1, 1964.

See 1964 note under Art 18.

Sub 1, amd, L 1965, ch 1043, eff July 1, 1965.

Sub 1, amd, L 2005, ch 499, § 1, eff Aug 16, 2005.

The 2005 act deleted at fig 1 "Once disclosure has been made by an officer or employee with respect to an interest in a contract with a particular person, firm, corporation or association, no further disclosures need be made by such officer or employee with respect to additional contracts with the same party during the remainder of the fiscal year."

**NOTES:**

**New York References:**

This section referred to in *CLS Loc Fin § 60.10*

This section referred to in *CLS Loc Fin § 60.10*

**Exhibit "B-2"**

THOMAS P. DINAPOLI  
STATE COMPTROLLER



STATE OF NEW YORK  
OFFICE OF THE STATE COMPTROLLER  
110 STATE STREET  
ALBANY, NEW YORK 12246

January 24, 2011

NANCY E. GROENWEGEN  
COUNSEL  
HELEN M. FANSHAWE  
DEPUTY COUNSEL

Courtney M. Hills, Esq.  
Primo, Primo & Kirwan, LLP  
7075 Manlius Center Road  
East Syracuse, New York 13057

Dear Ms. Hills:

In response to your request and pursuant to the Freedom of Information Law, we are enclosing the following opinion:

Opn No. 78-1072.

This opinion represents the views of the Office of the State Comptroller at the time it was rendered. The opinion may no longer represent those views if, among other things, there have been subsequent court cases or statutory amendments that bear on the issues discussed in the opinion.

Very truly yours,

Mitchell S. Morris  
Associate Counsel

MSM:kh  
Enc.

GENERAL MUNICIPAL LAW, §800(3), 801(1). Whether a part-time town water superintendent, who is also a contractor, has a prohibited interest in contracts between himself, in his private capacity, and the town for repair of the town water system, depends upon his powers and duties with respect to such contracts.

*Conflicts of Interest  
Water Superintendent*

February 5, 1978

78-1078

Frederick W.V. Schadt, Jr., Esq.  
Schadt & Schadt  
Attorneys and Counsellors at Law  
Jeffersonville, New York 12742

Re: Town of Collicon

Dear Mr. Schadt:

This is in reply to your recent letter inquiring whether the town water superintendent has a prohibited conflict of interest under the following circumstances:

There is located in the town a water district of which the town board is the governing body. The water superintendent is appointed by the town board on a part-time basis to perform the daily and routine services necessary to maintain the water system. Such services, which are prescribed by the town board, include checking water lines for leaks, adding chlorine, taking water samples, maintenance of fire hydrants, reading water meters, etc.

The individual in question is also a construction contractor, and you inquire whether the conflicts of interest statutes would preclude his being retained by the town as an independent contractor to undertake repair work on the water system, such as digging up broken pipes and patching leaks, replacing hydrants, etc.

The superintendent, as an employee of the town, would have a statutory interest in any contracts, whether the contract be with him personally or with a firm, corporation or partnership with which he is associated (General Municipal Law, §800(3)). That statutory interest would be prohibited only if he has the power or duty, as water superintendent, to negotiate, prepare, authorize or approve the contract or authorize or approve payment thereunder, audit bills or claims under the contract, or appoint an officer or employee who has any such powers or duties (General Municipal Law, §801(1)).

It is not clear from your letter what, if any, responsibilities the water superintendent has with respect to the work performed by independent contractors on the water system. Presumably, the superintendent, through his inspections, ascertains what repair work

-2-

78-1072

has to be done and advise the town board in this regard. However, unless he, in some manner, is empowered to determine what contractor will be retained to perform the work, that fact, in itself, would not render applicable the prohibition of section 801. On the other hand, if he must approve or inspect the work preliminary to the payment of the contractor by the town board, then a contract between himself (or his firm, corporation, etc.) and the town would be prohibited by section 801.

We note that Town Law, §118(2) requires that every voucher submitted for payment, among other things, be "accompanied by a statement by the officer whose action gave rise or origin to the claim that he approves the claim and that the service was actually rendered". The question in the instant case, is who would submit such a statement to accompany the contractor's voucher? Normally, we expect that the water superintendent would be the town officer (or employee) who, most typically, would be in a position to verify that the work has been properly done. If such is the responsibility of the superintendent in question, then, again, section 801 would have application and he would have a prohibited conflict of interest in any town contracts with himself.

We cannot conclusively state, therefore, whether the superintendent would have a prohibited interest, since a determination in that regard depends upon what his official functions and duties are, if any, in regard to the contracts in question. In the final analysis, if he, as water superintendent, has any responsibilities which reasonably could be considered as within the ambit of General Municipal Law, §801, then the said section would be applicable to preclude contracts for work on the repair system between the superintendent and the town.

We enclose for your consideration a copy of Op. State Compt. No. 78-48, 1978, unreported, in which we considered a similar question with respect to contracts between a town and a firm which was the employer of the town water and sewer superintendent.

In conclusion, we suggest that the town consider whether any provision of the Town of Gallop Code of Ethics, adopted on January 4, 1971 by resolution and filed with this Department on January 7, 1971, might be applicable, in particular, sections (2) (c) (Investments in conflict with official duties) and (3) (d) (Private employment).

We trust that the above will be of assistance to you.

Very truly yours,

EDWARD V. KEGAN  
State Comptroller

Theodore M. Burns  
Chief Municipal Consultant

WIKKO:js  
Enc. Op. State Compt. No. 78-48



1 of 100 DOCUMENTS

Office of the State Comptroller of New York

Opinion No. 81-45

1981 N.Y. Comp. LEXIS 844; 1981 N.Y. St. Comp. 46

March 10, 1981

**SYLLABUS:**

[\*1]

**CONFLICTS OF INTEREST -- Construction contracts (superintendent of improvement area)**

**GENERAL MUNICIPAL LAW, §§ 800(3), 801(1), 803(1);** A superintendent of a town sewer improvement area, who also owns a construction business, may be retained to perform services for the town, such as snow-plowing and excavation, provided that he, in his town position, does not possess any of the powers or duties enumerated in section 801(1). Disclosure under section 803(1) is required.

**REQUESTBY:**

Anthony Riozzi  
Town of Saugerties

**OPINION:**

This is in reply to your letter in which you state that you are the Superintendent of the Barclay Heights Sewer Improvement Area of the Town of Saugerties. You also operate a construction business and provide snow-plowing services as well. You inquire whether there is a prohibited conflict of interest if you plow Town roads at the request of the Superintendent of Highways at an hourly rate.

As an officer of the Town, you have a statutory interest in any contracts between the Town and your firm for plowing services (General Municipal Law, §§ 800(2), 800(3)). However, that interest is not prohibited unless you, in your Town position, have the power or duty to negotiate, [\*2] prepare, authorize or approve the contract or authorize or approve payment thereunder, (b) audit bills or claims under the contract, or (c) appoint an officer or employee who has any such powers (General Municipal Law, § 801(1)). It is unlikely that, as Superintendent of the improvement district, you have any such powers or duties relative to contracts for the plowing of Town roads. But, in any event, if you should possess such functions, you would have a prohibited conflict of interest. If you do not possess any of those responsibilities, then there is no illegality in the Town's engaging your firm to plow town roads, except that you have to submit a statement to the Town Board disclosing the nature and extent of your contractual relationship with the Town. That disclosure statement must be made a part of the Town Board minutes (General Municipal Law, § 803(1)).

You also inquire whether your firm may legally perform excavation work for a Town water district. The answer again depends upon whether you, as a Town officer, have any of the functions enumerated in General Municipal Law, § 801(1) with respect to the excavation work. If there is no illegality, you must nevertheless, [\*3] as noted above, submit a disclosure statement.

Finally, you ask whether it is a conflict of interest for you to rent a small office to the Town for the storage of voting machines. We believe that it can be conclusively stated that you do not have a prohibited conflict of interest in the rental agreement because, as a Town Superintendent of the improvement district, you have nothing to do with the rental contract. Again, a disclosure statement is required.

**We trust that the above will be of assistance to you.**



6 of 100 DOCUMENTS

Office of the State Comptroller of New York

Opinion No. 82-301

1982 N.Y. Comp. LEXIS 429; 1982 N.Y. St. Comp. 384

November 3, 1982

**SYLLABUS:**

[\*1]

**CONFLICTS OF INTEREST -- Maintenance Contracts (town highway superintendent providing sewer services for town)**

**GENERAL MUNICIPAL LAW, §§ 800(3), 801(1):** A town highway superintendent, who services sewer systems as a private contractor, does not have a conflict of interest when he supplies such services to the town provided that he does not have any powers or duties enumerated in section 801(1) relative to his contract with the town.

**REQUESTBY:**

Norman Kellar, Esq., Town Attorney  
Town of Esopus

**OPINION:**

This is in reply to your letter relating to the following. You state that the Port Ewen sewer system occasionally breaks down and it becomes necessary to pump out the pump pits for repairs. Although there are several sewer service companies in the county, they usually are not immediately available to perform the pumping service, which must be done without delay.

The town superintendent of highways operates a private sewer service and has been doing the work whenever necessary without charge to the town. The town feels that the arrangement is unfair to the superintendent, and that he should be paid for services rendered. You inquire whether he is precluded from receiving payments for sewer [\*2] services provided to the town because of the conflicts of interest statutes.

General Municipal Law, sections 800-804 relate to conflicts of interest of municipal officers and employees in contracts with their municipalities. The superintendent would have a statutory interest in any contract between the town and himself in his private capacity (General Municipal Law, § 800(2),(3)). Every time that the superintendent responds to a call for service as an independent contractor and submits a voucher in payment thereof would constitute a separate contract. However, the superintendent would not have a *prohibited* interest unless he, in his town position, has the power or duty to (a) negotiate, prepare, authorize or approve the contract or authorize or approve payment thereunder; (b) audit bills or claims under the contract; or (c) appoint an officer or employee who has any such powers or duties (General Municipal Law, § 801(1)). If, as superintendent, he does not perform any of the enumerated functions with respect to sewer work which he performs for the town (as a private contractor), then there is no legal reason why he cannot be compensated for his services. However, he must [\*3] disclose in writing the fact that he is contracting with the town and receiving compensation as a private contractor, which disclosure statement must be made a part of the minutes of the town board (General Municipal Law, § 803(1)).

Finally, we note that even though an emergency situation exists to the extent that the sewer system must be rendered operative as soon as possible, that fact would not legally justify contracting with the superintendent of

highways if, as a result, he would have a prohibited interest. Otherwise stated, an emergency situation does not constitute an exception so as to allow a municipal officer or employee to contract with his municipality if such contract would result in a conflict of interest.

**Legal Topics:**

For related research and practice materials, see the following legal topics:  
Energy & Utilities Law Utility Companies Contracts for Service

**Exhibit "C-1"**



3 of 100 DOCUMENTS

Office of the State Comptroller of New York

Opinion No. 82-146

1982 N.Y. Comp. LEXIS 578; 1982 N.Y. St. Comp. 185

May 13, 1982

**SYLLABUS:**

[\*1]

**PUBLIC CONTRACTS** -- Contracts Requiring Bidding (printing and binding work in connection with codification of local legislation) -- Professional Services (in connection with codification of local legislation)

**GENERAL MUNICIPAL LAW, § 103:** Under certain circumstances, printing and binding services in connection with codification of a county's local legislation would not be subject to competitive bidding requirements.

**REQUESTBY:**

Merwin J. Carnright, Esq., Sr. Ass't County Attorney  
County of Rockland

**OPINION:**

This is in reply to your letter concerning work to be performed in connection with codification of the County of Rockland's local legislation. The work includes compilation, organization and analysis of existing legislation; preparation of legislation to adopt the code; preparation of specially printed matter such as maps and pamphlets; analysis and development of new legislation and/or amendments; publication, including typesetting, proofreading, printing and binding the required number of copies; and maintaining and updating the publication. You ask whether the printing and binding services could or should be separated out and competitively bid.

In general, contracts for printing [\*2] and binding services are public works contracts subject to competitive bidding requirements (Opns St Comp, 1981, No. 81-178 and citations therein). Certain contracts which involve printing, however, also involve other services falling within the "professional services" exception to competitive bidding. It has long been recognized that contracts for professional services or other technical services which involve a high degree of special skill do not lend themselves to procurement pursuant to strict competitive bidding requirements (see e.g. *People ex rel. Smith v. Flagg*, 17 NY 584; *Hurd v. Erie County*, 34 AD2d 289, 310 NYS2d 953; *Trans Co. v. Broome County*, 76 AD2d 1015, 429 NYS2d 487). It is our opinion that, as a general rule, where a project involves both printing and professional services, only the professional services may be obtained without bidding. Thus, we have stated that where the professional services aspect of a printing project (i.e. legal advice, writing, editing, art work, layout, design, etc.) may be easily separated from the actual printing work, it may be treated as a separate transaction for competitive bidding purposes and [\*3] procured without bidding (30 Opns St Comp, 1974, p 65, copy enclosed, involving a publicity brochure; Opn No. 81-178, *supra*, involving a school yearbook; 17 Opns St Comp, 1961, p 195; Opns St Comp, 1977, No. 77-937, unreported). Of course, in those instances, the printing work would still be subject to competitive bidding requirements.

As mentioned in your letter of inquiry, we have expressed the view that a contract with a legal publisher for codification of local legislation generally requires a substantial degree of special skill and training and is not subject to competitive bidding (Opns St Comp, 1973, No. 73-333, unreported; see also *Heninger v. Akron*, 64 Ohio L Abst

417, 112 NE2d 77). In that opinion, we did not specifically discuss whether the actual printing and binding work would be subject to competitive bidding. However, applying the same principles as we have utilized with respect to other types of projects involving both printing and professional services, it is our opinion that, as a general proposition, only the professional services aspect of a codification project may be obtained without competitive bidding (see also *Heninger, supra*). While the [\*4] professional services may be segregated and treated as a separate contract, the printing and binding work, in our judgment, normally would still be subject to competitive bidding requirements.

Nevertheless, we recognize that, on occasion, professional services will be such a predominant portion of a codification project as to render the printing and binding work simply incidental thereto. In addition, the printing and binding work may be so inextricably related to the professional services that, as a practical matter, the two cannot be separated. In those circumstances, we believe the entire transaction, including the incidental printing and binding work, when viewed as a whole, would constitute a professional service for competitive bidding purposes (see *Doyle Alarm v. Reville*, 65 AD2d 916, 410, NYS2d 466, involving installation work and an apparent purchase of an alarm system; Opns St Comp, 1980, No. 80-465, unreported).

Since we are not privy to all the surrounding facts and circumstances, we are not in a position to conclusively determine whether, in this particular instance, the county could justify securing the printing and binding services without competitive bidding. [\*5] However, we should point out that nothing would preclude the county, in any case, from submitting the entire codification package to competitive bidding as a single contract. In this regard, we note your concern that if the printing and binding work is separately let out to bid, a prospective contractor might be unwilling to provide the "professional services" alone. In addition, a firm which might be interested in bidding on the printing and binding work might be unable to provide the "professional services" in connection with the codification, and be unable or unwilling to provide supplementation services. It would seem that these potential problems could be alleviated by bidding the entire codification package as a whole and making it clear in the bid specifications that the successful bidder must provide all necessary services including supplementation work.

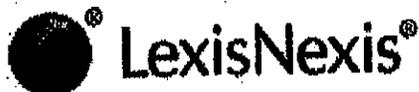
To the extent that Opn No. 73-333, *supra* is inconsistent with the views expressed herein, it is hereby superseded.

#### Legal Topics:

For related research and practice materials, see the following legal topics:

Public Contracts Law Bids & Formation General Overview Public Contracts Law Types of Contracts Professional Services Contracts

**Exhibit "C-2"**



1 of 100 DOCUMENTS

Office of the State Comptroller of New York

Opinion No. 82-290

1982 N.Y. Comp. LEXIS 426; 1982 N.Y. St. Comp. 365

November 3, 1982

**SYLLABUS:**

[\*1]

**PUBLIC CONTRACTS** -- Professional Services (in connection with supervision, operation and maintenance of wastewater treatment facility)

**SEWERS AND SEWER SYSTEMS** -- Public Sewer System (contract with private corporation to operate)

**GENERAL MUNICIPAL LAW, § 103, 120-a:** Certain aspects of a contract for the supervision, operation and maintenance of a municipal wastewater treatment facility would seem to qualify under the professional services exception to competitive bidding. Whether the entire contract qualifies under the exception is a question of fact. Opinion No. 80-672 is superseded to the extent inconsistent.

**REQUESTBY:**

Jon Holden Adams, Esq.  
Town of Wappinger

**OPINION:**

This is in reply to your letter asking whether the services involved in the operation and maintenance of wastewater treatment facilities under a contract between the Town of Wappinger and a private firm are exempt from competitive bidding requirements as "professional services". The services include overall management and control of the activities associated with the operation and maintenance of the facilities through directing and coordinating the work at all facilities; preparing and issuing job instructions and work [\*2] schedules; assigning work crews to appropriate tasks; evaluating testing results; taking immediate remedial action to eliminate prospective deficiencies in various areas; providing instruction through on-the-job training procedures; developing trouble-shooting capabilities to react to emergencies; evaluating and resolving critical situations; and developing on-going effective practices relating to chemical dosing required for efficient plant operation. To perform these services, it is our understanding that a contractor must be familiar with local, state and federal environmental regulations and requirements and, pursuant to N.Y.S. Department of Environmental Conservation requirements, certain licensing and certification requirements must also be met. In addition, the firm, through several of its employees, will perform a considerable amount of other work at the facilities including ordinary maintenance and repairs, testing, and execution and implementation of other recommended tasks.

At the outset, we note that we are informed that services such as major repair or clean-up work are treated as separate public works projects and subjected to competitive bidding requirements [\*3] pursuant to General Municipal Law, § 103. Accordingly, such work is not at issue here.

This Office has expressed the view that General Municipal Law, § 120-a provides statutory authority for a municipality, subject to pertinent civil service laws and requirements, to contract with a private firm for the operation and maintenance of the municipality's wastewater treatment facility (Opns St Comp, 1980, No. 80-672).

However, in the cited opinion, we did not expressly discuss whether engaging such a firm would be subject to competitive bidding requirements.

The exception to competitive bidding requirements for contracts for professional services or services requiring special skill or training has long been recognized, based on the notion that such services do not readily lend themselves to procurement through competitive bidding (see e.g. *People ex rel. Smith v. Flagg*, 17 NY 584). Services of engineers, architects and accountants have been held to be within this exception (*Vermeule v. Corning*, 186 App Div 206, 174 NYS 220; *Horgan & Slattery v. New York*, 114 App Div 555, 100 NYS 68; 9 Opns St Comp, 1953, p 403). In addition, retention of a firm to manage and [\*4] operate a domed stadium was found to be a professional service (*Hurd v. Erie County*, 34 AD2d 289, 310 NYS2d 953). This Office has expressed the view that, under the former version of General Municipal Law, § 120-w relating to contracts for solid waste management, collection and disposal, a contract for the operation and maintenance of a resource recovery receiving station involved elements of professional services (Opns St Comp, 1978, No. 78-189, unreported). [We note that the present version of General Municipal Law, § 120-w, as last amended by L 1980, ch 552, requires all contracts awarded pursuant to that section to be procured through competitive bidding as prescribed in section 120-w(4)(e).] Similarly, it would appear that the supervisory, advisory and expert services performed by the firm in this instance, including managing, directing and coordinating the activities at the facility, providing training, and developing chemical dosing requirements, most of which are performed by engineers or licensed or certified personnel, would be in the nature of professional services or services requiring special skill, training and expertise and, therefore, would be exempt from [\*5] competitive bidding requirements. This is especially so since we understand that, because of the age of this particular facility, the expertise involved in performing those functions is particularly important to the efficient operation of the facility. However, the remainder of the work under the contract, including the routine maintenance and repair work performed by the firm's employees, would seem to involve normal public works for competitive bidding purposes.

While we are aware of no New York State cases directly dealing with the issue of how to handle situations involving a considerable amount of both professional and non-professional services, this Office has expressed the view that, as a general principle, where a contract involves both professional and non-professional services, only the professional services may be obtained without competitive bidding (Opns St Comp, 1982, No. 82-146; Opns St Comp, 1980, No. 80-5). Nevertheless, we have recognized that, in certain of these hybrid situations, professional services will be the vastly predominant portion of the entire project, rendering the other work simply incidental thereto. In addition, the professional and non-professional [\*6] services may be so inextricably related that, as a practical matter, the two cannot be separated. In those circumstances, we believe the entire transaction, including the incidental non-professional services, when viewed as a whole, could be treated as a professional service for competitive bidding purposes (Opn No. 82-146, *supra*).

In this instance, we are informed that a large portion of contract involves supervisory services and services involving discretionary judgments by the firm's personnel. In addition, we understand that some of the "non-professional" tasks are executed by certified or licensed "professional" personnel as an incident to their supervisory or advisory services. Finally, it is our understanding that, as a practical matter, it may create a difficult and potentially counter-productive situation at the facilities if two different contractors are involved, one making judgmental decisions and another implementing such decisions. All these factors would seem to suggest that the entire contract should be viewed as one for professional services. However, we feel that we lack sufficient expertise in the technical operation of a wastewater treatment [\*7] facility to make a considered, conclusive determination in this instance.

To the extent that Opn No. 80-672, *supra*, connotes anything inconsistent with the conclusions reached herein, that opinion is hereby superseded. We note that the views expressed herein are in response to the particular contract in question and are not necessarily applicable to all contracts for the operation and maintenance of similar facilities.

**Exhibit "D-1"**



1 of 100 DOCUMENTS

OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF NEW YORK

[NO NUMBER IN ORIGINAL]

1970 N.Y. Op. (Inf.) Att'y Gen. 56; 1970 N.Y. AG LEXIS 32

February 16, 1970

**SYLLABUS:**

[\*1]

*GENERAL MUNICIPAL LAW §§ 800, 802(1b), 803.*

No prohibited conflicts of interest exists where a mayor is employed, as a salesclerk and bookkeeper, in a hardware store, which transacts business with this city in the absence of a showing that his remuneration is directly affected or that his duties directly involve the effecting of such contracts on the store's behalf.

**REQUESTBY:**

PAUL C. SLOTGENFELS, ESQ.  
City Attorney of North Tonawanda

**OPINIONBY:**

LOUIS J. LEFKOWITZ, Attorney General

**OPINION:**

This is to acknowledge your letter of January 29, 1970, relating to the transaction of business by the City of North Tonawanda with a hardware store of which the Mayor of North Tonawanda is a salesclerk and bookkeeper.

The facts presented are as follows: The City of North Tonawanda does a business of between \$ 2,200 and \$ 2,500 annually with a hardware store of which the mayor is a salesclerk and bookkeeper. The above-mentioned letter states "Although the store is owned by his uncle, he has no direct interest in the ownership or actual management of the store and receives no commission or other incentive [\*2] for sales made."

Article 18 of the General Municipal Law is applicable where a conflict of interest exists. Section 801 of the above article provides, except as provided in § 802, that conflicts of interest are prohibited where a municipal officer or employee has an interest in any contract with the municipality where he has the power or duty to actively partake in effecting the contract, audit bills or claims under the contract or can appoint someone who possesses the above powers or duties. Section 802 of the General Municipal Law reads, in part, as follows:

## § 802. Exceptions

The provisions of section eight hundred one of this chapter shall not apply to:

"1. a. \* \* \*

b. A contract with a person, firm \* \* \* in which a municipal officer \* \* \* has an interest which is prohibited solely by reason of employment as an \* \* \* employee thereof, if the remuneration of such employment will not be directly affected as a result of such contract and the duties of such employment do not directly involve the procurement, preparation or performance of any part of such contract;"

1970 N.Y. Op. (Inf.) Att'y Gen. 56; 1970 N.Y. AG LEXIS 32, \*

In the light of the above facts and applicable sections of the General Municipal [\*3] Law, I conclude that the exception above quoted is applicable to the case at hand in that it appears that no extra remuneration is being received for the sales in question, nor do the mayor's duties directly involve the effecting of such contracts on the store's behalf.

Previously, the Attorney General in an informal opinion has held that a village trustee who is employed by a hardware corporation which contracts with the village for supplies is within the exception of § 802(1b) (1966 Att'y Gen. [Inf.] 72). A similar position was taken by the Comptroller in an opinion rendered in regards to a town officer as a store employee (1960 Op. St. Compt. 426).

Your attention is directed to Section 800(3) and 803 of the General Municipal Law. In this case an interest exists as defined in Section 800(3) which requires a disclosure in writing to the respective governing body pursuant to Section 803.

**Legal Topics:**

For related research and practice materials, see the following legal topics:

Criminal Law & Procedure  
Criminal Offenses  
Miscellaneous Offenses  
Abuse of Public Office  
Conflicts of Interest  
Elements  
Governments  
Local Governments  
General Overview  
Public Contracts Law  
Bids & Formation  
Agency & Authority of Government Officers  
Contracting Officers

**Exhibit "D-2"**



1 of 100 DOCUMENTS

Office of the State Comptroller of New York

Opinion No. 87-91

1987 N.Y. Comp. LEXIS 143; 1987 N.Y. St. Comp. 134

May 21, 1987

**SYLLABUS:**

[\*1]

**CONFLICTS OF INTEREST** -- Interest in Contract (city council member who is employee of corporation contracting with city)

**GENERAL MUNICIPAL LAW, §§ 800(3)(c), 801(1), 802(1)(b):** A city councilman who is an employee of a corporation does not have a conflict of interest in relation to contracts between the city and the corporation when his remuneration is not directly affected as a result of such contracts and the duties of his employment do not directly involve the procurement, preparation or performance of any part of such contracts.

**REQUESTBY:**

Peter S. Blodgett, Esq., Corporation Counsel  
City of Watertown

**OPINION:**

This is in reply to your letter in which you inquire whether a city councilman would have a conflict of interest if the city does business with a corporation by which he is employed. The councilman states that he is a salaried employee and that he is not a stockholder of the corporation.

General Municipal Law, §§ 800-804 relate to conflicts of interest of municipal officers and employees. Section 800(3) defines "interest" as "a direct or indirect pecuniary or material benefit accruing to a municipal officer or employee as the result of a contract with the municipality which such officer [\*2] or employee serves." For the purposes of this article, a municipal officer or employee shall be deemed to have an interest in the contract of " \* \* (c) a corporation of which such officer or employee is an officer, director or employee".

Thus, pursuant to section 800(3), the councilman would be deemed to have an interest in any contract between the corporation by which he is employed and the city. Moreover, unless one or more of the exceptions contained in General Municipal Law, § 802 is applicable, that interest would be prohibited, if under the city charter, the councilman, as a member of the city governing board, has the power or duty, with respect to any such contracts, to: (a) negotiate, prepare, authorize or approve the contract or authorize or approve payment thereunder; (b) audit bills or claims under the contract; or (c) appoint an officer or employee who has any such powers or duties (General Municipal Law, § 801(1)).

Section 802 enumerates various types of contracts which are excepted from the prohibition of section 801. One type of contract which is not subject to the provisions of section 801 is a:

"... contract with a person, firm, corporation or association [\*3] in which a municipal officer or employee has an interest which is prohibited solely by reason of employment as an officer or employee thereof, if the remuneration of such employment will not be directly affected as a result of such contract and the duties of such

employment do not directly involve the procurement, preparation or performance of any part of such contract." (General Municipal Law, § 802[1][b]).

Thus, since the inquiry indicates that the councilman's association with the corporation is only as an employee and that his income as an employee would not directly be affected by reason of any contract between the corporation and the city, the councilman's interest in contracts between the city and his employer would not be prohibited solely by reason of his employment with the corporation, so long as he is not directly involved in the procurement, preparation or performance of any part of such contracts. However, he would be required to disclose his statutory interest in writing to the city council, and the disclosure would be required to be included in the official minutes (General Municipal Law, § 803[1]).

It should be noted that, even if the exception in section 802(1)(b) [\*4] is applicable, the councilman still would have a prohibited conflict of interest if he receives a direct or indirect pecuniary or material benefit as a result of the contract (1986 Opns St Comp No. 86-58, p 91). Further, we note that recent court cases have required municipal officials to disqualify themselves from voting in certain situations which, while not technically constituting violations of Article 18, suggest self-interest, partiality or economic impropriety (see, e.g., *Zagoreos v. Conklin*, 107 AD2d 281, 491 NYS2d 358; *Conrad v. Hlman*, 122 Misc 2d 531, 471 NYS2d 521). Therefore, even if the councilman has no prohibited conflict of interest in the contract, he may wish to consider abstaining from voting on council actions relating to the contract.

**Affidavit of Steven Giarrusso**

**Exhibit "E-1"**

**Affidavit of Richard Donovan**

**Exhibit "E-2"**

**AFFIDAVIT**

STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) ss:  
)

Richard Donovan, being duly sworn, deposes and says:

1. I reside at 109 Thorndike Lane, in the Village of Minoa, County of Onondaga and State of New York.

2. I am the Mayor of the Village of Minoa, and am also an employee of Dunn & Sgromo Engineers, PLLC; and

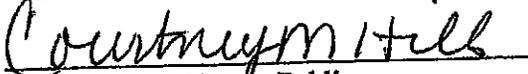
3. I am executing and delivering this affidavit pursuant to General Municipal Law §803 with respect to the disclosure of, and nature of any interest I may have as an employee of Dunn & Sgromo Engineers, PLLC, in relation to any actual or proposed contract, purchase agreement, lease agreement or other agreement, including oral agreements, with the Village of Minoa; and

4. Reference is made to that Resolution of the Village Board of the Village of Minoa dated February 7, 2011 and which Resolution describes amongst other things, and in particular, my position as Mayor the Village of Minoa, my employment relationship with Dunn & Sgromo Engineers, PLLC, any actual and contemplated business/contractual relationships, and such incidental matters as are described in detail therein. Such Resolution incorporates this affidavit as Exhibit "E-2".

5. The premises ("Whereas") and resolved paragraphs of the Resolution, as stated therein, fully and accurately describe and disclose any and all relevant facts and circumstances whatsoever pertaining to GML §803 and/or similar provisions of law and are incorporated as if fully set forth herein, and regardless of whether same, as a matter of law, are required to be disclosed.

  
Richard Donovan

Subscribed and sworn to before me this  
15 Day of February, 2011.

  
Notary Public

COURTNEY M. HILLS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HI6166240  
Qualified in Onondaga County  
My Commission Expires May 21, 2011

**CERTIFICATE OF INCUMBENCY AND RESOLUTION**

**OF**

**SKD ENVIRONMENTAL SYSTEMS LLC**

**A New York Limited Liability Company**

---

**THE UNDERSIGNED DO HEREBY CERTIFY as follows:**

1. That the undersigned are all of the Members of **SKD ENVIRONMENTAL SYSTEMS LLC**, a limited liability company formed under the laws of the State of New York, having its principal place of business at P.O. Box 26, Minoa, New York 13057 ("the Company").

2. That the undersigned as Members and custodians of the records of the Company and do hereby state that Articles of Organization were filed on September 13, 2010 at the Office of the New York Secretary of State.

3. The aforesaid Articles of Organization have not in any way been modified, repealed or rescinded and are in full force and effect.

5. The Members below named have entered into an Operating Agreement governing the operations of the Company. The Operating Agreement and Articles of Organization provides for the Limited Liability Company to be member managed as is otherwise in all respects in accordance with applicable law.

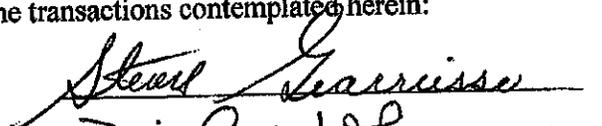
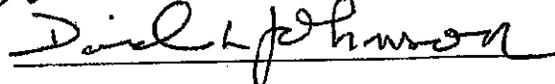
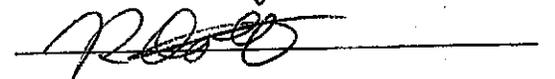
6. I hereby certify that there is no provision in the Articles of Organization or the Operating Agreement in the laws of the state of its formation requiring any vote or consent of any person other than the undersigned members to authorize the acts contemplated on behalf of the Limited Liability Company.

7. I do further certify that following are the names and signatures of the members of the Limited Liability Company; such persons are empowered and authorized to enter into and to execute instruments/documents and to finalize the transactions contemplated herein:

Steven Giarusso

David L. Johnson

Klaus Doelle

**THIS DOCUMENT MAY BE EXECUTED IN SEPARATE COUNTERPARTS**

8. That by this instrument, the undersigned, as all of the Members of the Company do hereby, pursuant to the Limited Liability Company Law of the State of New York, by their respective signatures below, adopt, ratify and confirm the following resolutions:

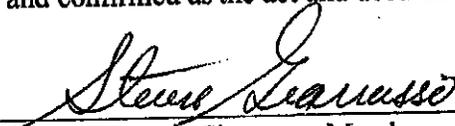
**RESOLVED, RATIFIED and CONFIRMED** that the Company is hereby authorized and directed to perform and any and all acts and execute and deliver any and all documents and/or instruments whatsoever in connection with this submission of a bid or proposal and to enter into and perform under a certain sub consulting/subcontract with the Village of Minoa relating to the Village of Minoa's responsive submission to the County of Oswego RFP#1-11 "Sealed Testing of leachate treatment for the purpose of ammonia reduction," and in the event of and upon acceptance of such proposal, to perform in accordance with same as provided in the submission and subcontract and for the consideration recited therein;

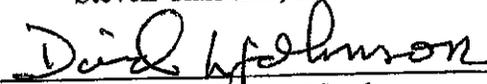
**RESOLVED**, that the Company, through any officer or member thereof, is hereby authorized and directed to execute such contracts, amendments, documents and instruments, and to do and perform any and all such acts and/or things as may be necessary or advisable to perform the duties and obligations of the Company under the foregoing and to accomplish the purposes of the foregoing Resolutions and including, without limitation, to include in such bid or proposal submitted, the certificate as to non-collusion required by Section 103-D of the General Municipal Law, and that for any inaccuracies or mistakes in such certificate this Limited Liability Company submitted to bidder shall be liable under the penalties of perjury; and, it is further,

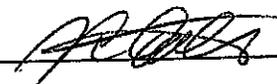
**RESOLVED**, that the execution by any such officer and/or member of the Company of any such paper or documents or the doing by him of any act in connection with the foregoing matter(s), shall conclusively establish his authority therefore for the Company and the approval and ratification by the Company of the papers and documents so executed and the action taken; and, it is further,

**RESOLVED** that any and all actions heretofore or hereafter taken by any such officer or member of the Company within the terms of the foregoing Resolutions (including the certification thereof) be and hereby are ratified and confirmed as the act and deed of the Company.

Dated: January 19<sup>th</sup>, 2011

  
\_\_\_\_\_  
Steven Giarrusso, Member

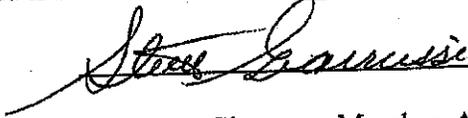
  
\_\_\_\_\_  
David L. Johnson, Member

  
\_\_\_\_\_  
Klaus Doelle, Member

**THIS DOCUMENT MAY BE EXECUTED IN SEPARATE COUNTERPARTS**

CERTIFICATION

The foregoing is a true and correct copy of the resolution adopted by the Company at a meeting held on January 17, 2011, and is still in force on this 19 day of January, 2011.

  
\_\_\_\_\_

Steven Giarrusso, Member, Authorized Agent

**THIS DOCUMENT MAY BE EXECUTED IN SEPARATE COUNTERPARTS**

## REFERENCES

Village of Minoa:

Edmond Theobald, Supervisor – Town of Manlius  
Town of Manlius  
301 Brooklea Drive  
Fayetteville, New York 13066  
Telephone: 315-637-3414

Mr. James (Jimmy) Hayes  
8 James Street  
Phoenix, New York 13135  
Telephone: 315-695-4551

SKD Environmental Systems LLC: Ms. Andy Lizlo, Permit Regulator  
NYS Department of Environmental Conservation  
615 Erie Boulevard West  
Syracuse, New York 13204  
Telephone: 315-426-7400  
(Steven Giarrusso)

Dr. Cornelius B. Murphy, Jr., President  
SUNY – ESF  
1 Forestry Drive  
Syracuse, New York 13210  
Telephone: 315-470-6181  
(David Johnson, Klaus Doelle)

**Steven Giarrusso**  
P.O. Box 26  
Minoa, New York 13116  
(315) 952-9945

---

### **EDUCATION**

LEMOYNE COLLEGE, Syracuse, N.Y. 1977  
Bachelor of Science Biology

### **LICENSURE**

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION 1996  
OPERATORS LICENSE GRADE A

### **EXPERIENCE**

VILLAGE OF MINOA Minoa, N.Y.  
Wastewater Treatment Plant Chief Operator 1996 - Present

### **RESEARCH/PAPERS**

Co-authored: 1999. *Sequencing Operation Provides Aerobic Conditions in a Constructed Wetland.*  
Presented at 72<sup>nd</sup> Annual Water Environment Federation Conference, New Orleans, Louisiana.

Co-authored: 1999. *Lessons From the Minoa Subsurface Wetland System.*

Authored: 2004. *Budgeting for Operation and Maintenance at a Small Plant: Village of Minoa Case Study.* Winter 2004, Vol. 34 Clearwaters Article for New York Rural Water Environmental Association.

Co-authored: 2011. *WEF Toronto Conference: Zero Waste; Sustainable Biomass Conversion for Cost-Effective Bio-fuels, Bio-Energy and Value Added Products.*

### **CONFERENCES/LECTURES**

2009 NYRWA Conference – Saratoga, New York. *Interactive Talk Wastewater Process Operation*

2011 NYRWA Conference – Saratoga, New York. *Research and Tricks Running a SBR, Trickling Filter, and Constructed Wetland.*

2010 NYRWA Conference – Turning Stone Casino, Verona, New York. *Village of Minoa's Hybrid Anaerobic Project.*

### **AWARDS**

Onondaga County Metal of Valor 1988

New York Water Environment Association Andrew Weiss Award for Excellence 2007  
Exhibit "F"

## CURRICULUM VITA

Jan 12, 2011

Klaus Doelle, Ph.D., Dipl. Ing, MB  
State University of New York-College of Environmental Science and Forestry (SUNY-ESF)  
Department of Paper and Bioprocess Engineering (PBE), 421 Walters Hall  
1 Forestry Drive, Syracuse, New York 13210  
Phone: 315-470-6531,  
Fax: 315-470-6945  
E-mail: kdoelle@esf.edu

### Professional Preparation:

#### **University of Wisconsin, Madison, Wisconsin, USA:**

Agricultural Engineering, Department of Biological Systems Engineering, Ph.D., (May 2002).

**Thesis Title:** *Application of Fiber Loading Technology to Improve Paper Strength and Optical Properties of Lightweight, High Opacity Printing and Copy Paper*

**Advisor:** Roger M. Rowell, Ph. D, Project Leader and Professor, Modified Lignocellulosic Materials Forest Products Laboratory and University of Wisconsin.

#### **University of Applied Science Aalen, Baden-Württemberg, Germany:**

Department of Mechanical Engineering, Dipl. Ing., (Sept. 1990)

**Thesis Title:** *Engineering, design and testing of gas control unit for laser material process machinery*

**Advisor:** Professor Kuebler, Department of Mechanical Engineering University of Applied Science Aalen, Germany

#### **Berufs und Fachschule , Heidenheim a.d. Brenz, Germany:**

Maschinentechnischer Berufskollegiat State Certified (MB).

#### **J.M. Voith GmbH:**

Machine Filter from the apprenticeship program at J.M. Voith GmbH, Heidenheim, Germany (July 1985)

### Appointments:

#### **Academic Appointments:**

**SUNY-ESF, Syracuse, NY:** *Assistant Professor* (2008-present), Department of Paper and Bioprocess Engineering (PBE) with research focus papermaking and processes, recycling, fillers, engineering and testing in the paper and bioprocess field, renewable energies, and energies savings.

**University of Applied Sciences Brandenburg,** Department of Mechanical Engineering, Germany, *Visiting Professor*, (Jun. 2008 Aug.-2008).

**University of Applied Sciences Brandenburg, Germany, Professor (2007-2008), Professor for Mechanical and Environmental Engineering with a research focus on mechanical engineering, design solutions and renewable energies including fermentation.**

**University of Applied Sciences Brandenburg, Department of Mechanical Engineering, Germany, Laboratory Manager Material Science Laboratory (2007-2008).**

**Professional Appointments:**

**Voith Fabrics Düren, Ravensburg, Germany, Head Engineering and Technology (2004-2007), Managing design, process and R&D projects dealing with paper and chemical process development including bioprocess issues.**

**Voith Paper Fiber Systems, Ravensburg, Germany, Manager Research and Development, Center of Product Coordination, (2002-2004), with focus on R&D projects focusing paper and chemical process development as well as the precipitation of calcium carbonate fillers from calcium based materials in the paper and bioprocess industry.**

**Voith Paper Inc., Fiber Systems, Appleton, Wisconsin, Interdivisional Patent Coordinator for Stock Preparation and Paper Machine Division (1999-2002),**

**Voith Paper Inc., Fiber Systems, Appleton, Wisconsin, Manager Research & Development Engineering, (1997 – 2002).**

**Voith Paper Fiber Systems Division, Heidenheim and Ravensburg Headquarters, Germany,**

**Development Engineer / Special Product Group Leader, (1995-1997), R&D, Design of machines, components and processes in the paper and chemical process industry.**

**Voith Paper Inc., Fiber System Division, Appleton, Design and Development Eng., (1993-1994), Design and development of paper and chemical process equipment.**

**J.M. Voith GmbH, Paper Stock Preparation Division, Heidenheim, Germany, Design and Dev. Engineer, (1990-1993), Design and development of paper and chemical process equipment.**

**Publications:**

(Number of refereed publications, patent applications, and seminars, etc.: >420; Number of granted patents: 60):

Publication most closely related to the proposed project:

1. K. Dölle, "Vergleich der Stickybelastung für europäische und nordamerikanische Papierproduktion", PTS-Sticky-Seminarreihe 2003, Bekämpfung und Vermeidung von Stickys für einen wirtschaftlichen Altpapiereinsatz, October 14 – 15, Heidenau, Germany.
2. K. Dölle, "In-situ Precipitation of Filler Particles in Papermaking Furnishes- A Review of the State of the Art", SUNY-ESF, Empire State Research Institute, 128<sup>th</sup> Spring Meeting 2008, May 19th, Syracuse, New York, USA.
3. Doelle, K., (2003), "Effluent shower for pulp washer", United States Patent and Trademark Office, United States Patent, US 6,502,434 B1, Jan 7, 2003, <http://depatinet.dpma.de/>
4. K. Doelle, "Refiner for Refining a fiber Suspension" United States Patent Office, US Patent 6,422,496 B1, Jul. 23, 2002, <http://depatinet.dpma.de/>

5. Doelle, K., (1999), "Apparatus and method for providing process water used for making or processing a fiber suspension", United States Patent and Trademark Office, United States Patent, US 5,996,604 A, Dec 7, 1999, <http://depatistnet.dpma.de/>

**Project Related Experience:**

Over 4 years academic experience in the paper, bioprocess and environmental engineering field. In addition he has

More than 20 years experience in the paper and bioprocess industry in various capacities at Voith, both in the US, China, and in Germany.

Industry experience ranging from basic design issues to complete process and reactor design including waste water and environmental issues

Expertise in managing and performing basic and applied research projects from the initializing stage to final commercial stage with a budget range from \$10,000 to several million included in-house, customers, laboratory, universities and governmental agencies on a national and international level is uniquely applicable in that it encompasses both academic and industrial arenas.

Conversant with technology development and commercial implementation in the paper, bioprocess and waste water area.

January, 2010

## RESUME

**DAVID L. JOHNSON**

*Professor of Environmental Chemistry  
State University of New York  
College of Environmental Science and Forestry  
Syracuse, New York 13210*

### Personal

Born 6 May, 1943, Cooperstown, New York. Married with two children.

### Education

Antioch College  
University of Rhode Island,  
Kingston, RI

B.S. 1965 (Chemistry)  
Ph.D. 1973 (Oceanography)

### Professional Organizations

Society for Environmental Geochemistry and Health

### Professional Honors/Awards/Distinctions

Holder, US Patent on Microscopy Spot Sampler  
Outstanding Research Award, Syracuse Section Sigma Xi, 2002  
Co-founder and co-facilitator, Syracuse Regional Lead Task Force  
Member: **National Research Council study committee**, Superfund Site and  
Remediation in the Coeur d'Alene River Basin

### Professional Employment

#### *Postgraduate:*

University of Rhode Island, September 1972 - January 1973. Research Associate - Redox Behavior of arsenic in seawater and in atmospheric precipitation.

University of South Florida, Tampa, April 1973 - May 1974. Postdoctoral appointment as Research Associate, Chemistry Department -- Analytical methods development for the speciation of arsenic, antimony and mercury; environmental chemistry of same.

University of South Florida, June 1974 - March 1975. Research Assistant Professor, Department of Chemistry -- Analytical geochemistry and biomethylation studies of groups IVa and Va and Hg.

SUNY College of Environmental Science and Forestry, March 1975 - 1982. Assistant Professor, Environmental Chemistry, Department of Chemistry.

SUNY College of Environmental Science and Forestry, June 1982 to August 1996.  
Associate Professor of Environmental Chemistry -- Analytical methods development;

**Exhibit "F"**

speciation of heavy metals in atmospheric and aquatic environments; physiochemical individual particle characterization by computer assisted SEM.

Imperial College, University of London, (Department Geology), September 1984 - September 1985, Academic Visitor -- Characterization of Lead in house dusts by automated SEM/Image Analysis.

Imperial College, University of London, (Dept. Geology), 4-6 week periods 1986-1993, Academic Visitor -- Lead in house dust, Dept. of Environment Project.

SUNY College of Environmental Science and Forestry, August 1996 to present, Professor of Environmental Chemistry -- Individual particle analysis of suspended sediments, household dusts, atmospheric aerosols, particulate matter on leaf surfaces, childhood lead poisoning and exposure model development, renewable energy from food waste.

Director ESF Graduate Program in Environmental Science, September 2007 to present

**Funded Research:**

\$1.8 Million since 1975

**Current support:**

ESF Seed Grant. COW2Joules, \$5448, 3/09-3/10

NASA, SUNY Sustainability: A Climate Change Solutions Curriculum, \$149,500 over 18 months (Johnson = PI)

**Pending Support:**

National Science Foundation, REU Site: Environmental Chemistry at SUNY-ESF, \$341,354 over three years. (Johnson = Co-PI)

NYSERDA, Urban Renewal through Energy Capture: Turning Solid Waste into a Resource using Distributed Agriculture Ecological Systems (DAES), \$455,936 over 18 months

**Publications and Contributions**

David L. Johnson (1971). Simultaneous determination of arsenate and phosphate in natural waters. *Environ. Sci. Technol.* 5: 411-414.

David L. Johnson and Michael E. Q. Pilson (1972). Spectrophotometric determination of arsenite, arsenate and phosphate in natural waters. *Anal. Chim. Acta* 58: 289-299.

David L. Johnson and Michael E.Q. Pilson (1972). Arsenate in the Western North Atlantic and adjacent regions. *J. Marine Res.* 30: 140-148.

David L. Johnson (1972). Bacterial reduction of arsenate in seawater. *Nature* 240: 44-45.

- Barbara J. Ray and David L. Johnson (1972). A method for the neutron activation analysis of natural waters for arsenic. *Anal. Chim. Acta* 62: 196-199.
- David L. Johnson (1972). Arsenate and arsenite in seawater. Ph.D. Thesis, University of Rhode Island, 155 pp.
- R.S. Braman and D.L. Johnson (1974). Selective absorption tubes and an emission technique for the determination of ambient forms of mercury in air. *Environ. Sci. and Technol.* 8: 996-1003.
- David L. Johnson and R.S. Braman (1974). Distribution of atmospheric mercury species near the ground. *Environ. Sci. and Technol.* 8: 1002-1009.
- R.S. Braman and D.L. Johnson (1974). Environmental biomethylation of trace elements. Proc. Second Ann. NSF - Trace contaminants Conference, August 1974. Asilomar, CA.
- David J. Johnson and M.E.Q. Pilson (1975). The oxidation of arsenite in seawater. *Environ. Letters* 8: 157-171.
- David L. Johnson and R.S. Braman (1975). The speciation of arsenic and the content of germanium and mercury in members of the pelagic *Sargassum* community. *Deep Sea Res.* 22 (7): 504-507.
- David L. Johnson and R.S. Braman (1975). Alkyl- and inorganic arsenic in air samples. *Chemosphere* 6: 333-338.
- David L. Johnson and R.S. Braman (1975). Alkylated arsenic compounds in atmospheric samples. Presented at International Conference on Heavy Metals in the Environment, Toronto, Canada, 27-31 Oct., 1975.
- N.J. Blake and D.L. Johnson (1975). Oxygen Production - Consumption of the pelagic *Sargassum* community in a flow-through system with arsenic additions. *Deep Sea Res.* 23: 773-778.
- R.S. Braman, D.L. Johnson, C.C. Foreback, J.M. Ammons, J.J. Bricker (1977). Separation and detection of sub-nanogram quantities of inorganic arsenic and methyl-arsenic compounds. *Analytical Chemistry* 49: 621-627.
- David L. Johnson and P.L. Richardson (1977). On the wind induced sinking of *Sargassum*. *J. of Experimental Marine Biology and Ecology* 28: 255-267.
- J. Kozuchowski and D.L. Johnson (1978). Gaseous mercury emission from an aquatic vascular plant. *Nature* 274: 468-469.
- David L. Johnson (1978). Biological mediation of chemical speciation I. Microcosm studies of the diurnal pattern of copper species in sea water. *Chemosphere* 8: 641-644.
- David J. Johnson and R.M. Burke (1978). Biological mediation of chemical speciation II. Arsenate reduction during marine phytoplankton blooms. *Chemosphere* 8: 645-648.
- M.M. Minnis and D.L. Johnson (1979). Sawmill Byproducts and landfill leachates. *Compost Science/Land Utilization* 20(6): 36-39.
- R.B. Hanna, K.J. Karcich, and D.L. Johnson (1980). Determination of particle identities via a computer assisted SEM-EDXA system. *Scanning Electron Microscopy/1980/1*: 323-328.

S.W. Effler and D.L. Johnson (1980). Heavy metal distribution in particles from the flocculent sediments of Onondaga Lake, NY. *XIV Annual Trace Contaminants Conference*, U. of Missouri, June 1980, 489-499.

D.L. Johnson, R. Fortmann, K. Karcich, and R. Hanna (1980). Computerized Individual Particle Analysis - a breakthrough in the physical/chemical speciation of atmospheric particulate matter. *XIV Annual Trace Contaminants Conference*, U. of Missouri, June 1980, 399-405.

D.L. Johnson, C. Driscoll, M. Mihalik (1980). Acid Rain: An intensive study. *Env. Ed. Rept.* 8(5): 8-9.

B. McIntyre, M.M. Minnis, and D.L. Johnson (1980). An individual particle analysis method and its application to atmospheric transport. In: *Proc. Symposium on Intermediate Range Transport Processes and Technology Assessment*. Gatlinburg, Tn. 435-443.

D.L. Johnson (1980). Monitoring particulate pollutants: Air and Water. *Conf. on Toxic and Hazardous Chemicals*, January 9-10, 1980, Syracuse, N.Y., Pilon, Ed.

M.M. Minnis, D.L. Johnson, and R.B. Hanna. The development of coal fly ash source signatures. Presented at: Governor's Conference - "Expanding the use of coal in New York State - Problems and Issues". Albany, N. Y., May 1981.

D.L. Johnson, R. McIntyre, R. Fortmann, R. Stevens, and R. Hanna (1981). Aerosol particle and bulk analysis chemical comparison. *Scanning Electron Microscopy* /1981/I:469-476.

J.R. Scudlark and D.L. Johnson (1982). Biological oxidation of arsenite in sea water. *Estuarine, Coastal and Shelf Science* 14: 693-706.

P.H. Feldhausen, H.D. Palmer, and D.L. Johnson (1982). Dilute-acid trace-metal fraction in northeastern Gulf of Mexico sediments. *Geo-Marine Letters* 2:95-100.

D.L. Johnson, R. Fortmann, and I. Thornton (1982). Individual particle characterization of heavy-metal rich household dusts. *Trace Substances in Environmental Health XVI*, 116-123, Univ. Missouri, Columbia.

P.H. Feldhausen and D.L. Johnson (1983). Ordination of trace metals in *Syacium popillosum* (Dusky Flounder) from the eastern Gulf of Mexico. *Northeast Gulf Science* 6(1): 9-21.

D.L. Johnson (1983). Automated scanning electron microscopic characterization of particulate inclusion in biological tissues. *Scanning Electron Microscopy* (1983) III: 1211-1228.

D.L. Johnson (1983). Spatial and temporal variability of household dust particles at 648 Fellows Avenue, Syracuse, N. Y. *Trace Substances in Environmental Health XVII*, 199-208, Univ. Missouri, Columbia.

D.L. Johnson and B.L. McIntyre (1983). A particle class balance receptor model for aerosol apportionment in Syracuse, N. Y. In: *Receptor Models Applied to Contemporary Pollution Problems*. APCA Specialty Conference, book SP-48, Danvers, Mass. 238-248.

D.L. Johnson and J.P. Twist (1983). Statistical considerations in the employment of SAX results for receptor models. *ibid*, 224-237.

P.B. Janocko, G.S. Casuccio, S.L. Dattner, D.L. Johnson, and E.R. Crutcher (1983). The El Paso Airshed: Source apportionment using complementary analyses and receptor models. *ibid*, 249-265.

Chengqing Yin and D.L. Johnson (1984). An individual particle analysis and budget study of Onondaga Lake sediments. *Limnology and Oceanography* 29(6): 1193-1201.

R. Fortmann and D.L. Johnson (1984). Effect of simulated rainfall on removal and *in situ* formation of particles on *Taxus* needles. *Environmental Pollution* (series B) 7: 297-316.

R. Fortmann and D.L. Johnson (1984). Characterization of individual ambient aerosol particles retained on *Taxus* needles washed with water. *Environmental Pollution* (series B) 8: 1-16.

D.L. Johnson, *et al* (1984). Chemical and physical analyses of Houston aerosol for interlaboratory comparison of source apportionment procedures. *Atmospheric Environment* 18(8): 1539-1553.

T.G. Dzubay, *et al* (including D.L. Johnson) (1984). Interlaboratory comparison of receptor model results for Houston aerosol. *Atmospheric Environment* 18(8): 1555-1566.

D.L. Johnson, J. Watt, and E.B. Culbard (1985). Automated image analysis in scanning electron microscopy as an aid in tracing the sources of lead in household and other dusts. In: *Heavy Metals in the Environment II*, Athens, Sept. 1985, CEP Consultants, Edinburgh.

A.D. Weideman, T.T. Bannister, S.W. Effler, and D.L. Johnson (1985). Particulate and optical properties during  $\text{CaCO}_3$  precipitation in Otisco Lake. *Limnology and Oceanography* 30: 1078-1083.

K.L. Carder, R.G. Steward, P.R. Betzer, D.L. Johnson and J.M. Prospero (1986). Dynamics and Composition of Particles from an aeolian input event to the Sargasso Sea. *J. Geophysical Research* 91(D1): 1055-1066.

S.W. Effler, M.G. Perkins, H. Greer, and D.L. Johnson (1987). Effect of "Whiting" on Turbidity and Optical properties in Owasco Lake, N.Y., *Water Resources Bulletin* 23: 189-196.

J. Watt and D.L. Johnson (1987). Characterization of dusts by scanning electron microscopy with energy dispersive x-ray spectroscopy. In: "Lead in the home environment", E. B. Culbard, ed., (book) Science Reviews, London, pp. 85-96.

S.W. Effler and D.L. Johnson (1987). Calcium carbonate precipitation and turbidity measurements in Otisco Lake, N. Y. *Water Resources Bulletin* 23: 73-79.

A. Hunt, D.L. Johnson, J.M. Watt, R. Crutcher, and I. Thornton (1988). A general purpose scheme for classifying lead-bearing particles by SEM/EDX. Proc. Int. Conf. on Indoor and Ambient Air Qual. 13-15 June, Imperial College, London, UK.

A. Hunt, D.L. Johnson and J.M. Watt (1988). The classification of lead-bearing particles by automated scanning electron microscopy and energy dispersive X-ray spectroscopy. Proc. Conf. on Pb in Soil, Chapel Hill, NC, 7-9 March 1988. Soc. Env. Geochem. & Health.

A. Hunt, D.L. Johnson, I. Thornton and J.M. Watt (1988). Apportionment of lead-bearing particles in house dust by SEM/AIA/EDX. Proceedings Second Conference

**Exhibit "F"**

Aerosol Society, "Aerosols: Their Generation, Behavior, and Applications", (book) The Aerosol Society.

A. Hunt, D.L. Johnson, I. Thornton and I. Heasman (1989). Determining the sources of lead in house dust: a particle class balance receptor model approach. *Heavy Metals in the Environment II*, 500-503, J-P Vernet, Ed., CEP Consultants, Edinburgh.

S.G. DosSantos and D.L. Johnson (1990). (POSTER) Particle deposition on leaf surfaces in Barcelona. British/Spanish Workshop on ambient air pollution, San Lorenzo de El Escorial, 2-5 October.

S.W. Effler, M.G. Perkins and D.L. Johnson (1991). Optical heterogeneity in Lake Champlain. *J. Great Lakes Res.* 17(3): 322-332.

A. Hunt, D.L. Johnson and I. Thornton (1991). Descriptive apportionment of lead in house dust by automated SEM. *Water, Air, and Soil Pollution* 57-58: 69-77.

D.L. Johnson, J. Jiao, S.G. DosSantos and S.W. Effler (1991). Individual particle analysis of suspended materials in Onondaga Lake, New York. *Environ. Sci. & Technol.* 25(4): 736-744.

A. Hunt, D.L. Johnson, I. Thornton and J.M. Watt (1992). Characterizing the sources of lead in house dust by automated scanning electron microscopy. *Environmental Science and Technology* 26: 69-77.

S.W. Effler, D.L. Johnson, J. Jiao and M.G. Perkins (1992). Optical impacts and sources of suspended material in Onondaga Creek, USA. *Water Res. Bull.* 28: 251-262.

A. Hunt, D.L. Johnson, and I. Thornton (1993). Sources of particulate lead in household dust in Richmond, England. *Science of the Total Environment* 138: 183-206.

I. Thornton, J.M. Watt, D.J.A. Davies, A. Hunt, J. Cotter-Howells and D.L. Johnson (1994). Lead contamination of UK dusts and soils and implications for childhood exposure: An overview of the work of the Environmental Geochemistry Research Group, Imperial College, London, UK, 1981-1992." *Environmental Geochemistry and Health* 16: 113-122.

S.F. Kulheim and D.L. Johnson (1994). Investigations into plant mediated alkyl arsine transport. Presented at: Society for Environmental Geochemistry and Health (SEGH), Rocky Mountain Conference, Salt Lake City, UT, July 18-19, 1994.

D.L. Johnson, K. McDade and D. Griffith (1994). Seasonal variation in pediatric book lead levels in Syracuse, NY. Presented at: SEGH, Rocky Mountain Conference, Salt Lake City, UT, July 18-19, 1994.

A. Hunt, J.M. Watt, I. Thornton and D.L. Johnson (1994). Solubility of lead-bearing particles in soils from an old lead mining district. Poster at: SEGH, Rocky Mountain Conference, Salt Lake City, UT, July 18-19, 1994. Manuscript solicited for conference volume -- Environmental Geochemistry & Health.

A. Hunt, D.L. Johnson and J.M. Watt (1994). SEM/EDX-based differential individual particle analysis of weak acid soluble phases in mine waste contaminated soils. Abstract accepted (GSA abstracts 26(7), Sept. 1994) for presentation at Geological Society of America meeting, Seattle, WA, October 27, 1994.

P. Goodrum, J.M. Hassett and D.L. Johnson (1994). Applications of micro exposure Monte Carlo modeling to human health risk assessments: a case study of modeling

childhood lead exposure. Abstract accepted for presentation: Society for Risk Analysis, annual meeting, Baltimore, MD, December 4-7, 1994.

J.M. Watt, D.L. Johnson and I. Thornton (1994). Automated SEM/EDX characterization of particulate arsenic in soils from Cornwall smelter sites. SEGH, European Sectional Meeting, September 12-14, 1994, Krakow, Poland.

D.L. Johnson and A. Hunt (1995). "Analysis of lead in urban soils by computer assisted SEM/EDX--Method development and early results," *Lead in Paint, Soil and Dust: Health Risks, Exposure Studies, Control Measures, Measurement Methods, and Quality Assurance*, ASTM STP 1226, Michael E. Beard and S.D. Allen Iske, Eds., American Society for Testing and Materials, Philadelphia, 1995, pp 283-299.

J.M. Hassett, P.E. Goodrum, and D.L. Johnson (1995). Applications of Monte Carlo modeling to human health risk assessments: A case study of modeling childhood lead exposures. *Heavy Metals in the Environment II* (Heidelberg), pp 61-64.

D.L. Johnson, K. McDade and D. Griffith (1996). Seasonal variation in pediatric blood lead levels in Syracuse, N.Y. *Environmental Geochemistry and Health* 18: 81-88.

D.L. Johnson, J. Bretsch, B. Thomas, A. Hunt, G Urquhart, M. Burdick and S. Klineberg (1996). Seasonal Variation and geographic clustering of pediatric blood lead values in Syracuse, NY. (platform presentation: 121<sup>st</sup> Annual Meeting, American Public Health Association, New York, NY Nov. 1996).

P.E. Goodrum, G.L. Diamond, J.M. Hassett and D.L. Johnson (1996). Monte Carlo modeling of childhood lead exposure: development of a probabilistic methodology for use with the USEPA IEUBK Model for lead in children. *Human and Ecological Risk Assessment* 2: 681-708.

A.Hunt and D.L. Johnson (1996). Characterizing the outlines of degraded fine-particles by fractal dimension. *Scanning Electron Microscopy Vol 10 (1)*: 69-83.

S.W. Effler, M.G. Perkins, N. Ohrazada, D.L. Johnson, F. Peng and A. Bennett (1998). Turbidity and particle signatures imparted by runoff events in Ashokan Reservoir, N.Y. *Lake and Reservoir Management* 14: 254-265.

S.W. Effler, R.K. Gelda, D.L. Johnson and E.M. Owens (1998). Sediment resuspension in Cannonsville Reservoir. *Lake and Reservoir Management* 14: 225-237.

S.W. Effler, M.G. Perkins and D.L. Johnson (1998). The optical water quality of Cannonsville Reservoir: spatial and temporal structures, and the relative roles of phytoplankton and inorganic tripton. *Lake and Reservoir Management* 14: 238-253.

D.A. Sterling, D.L. Johnson, A.M. Murgueytio and R.G. Evans (1998). Source contribution of lead in house dust from a lead mining waste superfund site. *International Journal of Exposure Analysis and Environmental Epidemiology* 8(3): 359-373.

D.A. Griffith, P.G. Doyle, D.C. Wheeler and D.L. Johnson (1998). A Tale of two swaths: urban childhood blood-lead levels across Syracuse, New York. *Annals of the Association of American Geographers* 88(4): 640-665.

D.L. Johnson, D.J. Nowak and V.A. Jouraeva (1999). Characterizing individual particles on tree leaves using computer automated scanning electron microscopy. *Advances in Environmental Research* 2(4): 456-466.

J. Lebieczik and D.L. Johnson (2000). Rapid search and quantitative analysis of gunshot residue particles in the SEM. *Journal of Forensic Sciences* 45(1): 83-92

S. Effler, C. Brooks, M.G. Perkins, N. Ohrazada, D. Matthews, D. Johnson, M. Auer, J. Bloomfield and S. Quinn (2000). Spatial patterns imparted by terrigenous inputs: South Lake, Lake Champlain. *J. Great Lakes Research* 26: 366-383.

S.W. Effler, M.G. Perkins, N. Ohrazada, D.A. Matthews, R. Gelda, F. Peng and D.L. Johnson (2001). Tripton, transparency and light penetration in seven New York reservoirs *Hydrobiologia* 468: 213-232.

D.L. Johnson (2001). Determining the physicochemical forms of indoor particles by automated electron microscopy techniques. Indoor Environmental Quality Seminar, 13<sup>th</sup> March 2001. Niagara Mohawk and Syracuse University, Syracuse, NY.

J. Lebieczik and D. Johnson (2002). Handgun and ammunition indicators extracted from the GSR Analysis. *J. Forensic Sci.* 47(3): 483-493.

D. L. Johnson and J. K. Bretsch (2002). Soil lead and children's blood lead levels in Syracuse, NY, USA. *Environmental Geochemistry and Health* 24: 375-385.

F. Peng, D.L. Johnson and S.W. Effler (2002). Suspensoids in New York City's drinking water reservoirs: turbidity apportionment. *J. Am. Water Res. Assoc.*, 38: 1453-1465.

V. A. Jouraeva, D.L. Johnson, J.P. Hassett and D.J. Nowak (2002). Differences in accumulation of PAHs and metals on the leaves of *Tilia x euchlora* and *Pyrus calleryana*. *Environmental Pollution*, 129: 331-338.

D.L. Johnson, J.M. Hager, A. Hunt and D.A. Griffith (2003). Pb and other metals in Syracuse house dusts. Presented at AAG meeting, 17<sup>th</sup> March 2003, Philadelphia, PA.

F. Peng, D.L. Johnson and S.W. Effler (2004). Characterization of inorganic particles in selected reservoirs and tributaries of the New York City water supply. *J. Am. Water Res. Assoc.*, 40(3): 663-676.

D.L. Johnson, J. Hager, J. Brooks, H. StellaLevinsohn, A. Hunt, S. Blount, S. Ellsworth, A. Lanciki, S. Lee and D.A. Griffith (2004). Geographic patterns of lead and zinc in house dusts and surface soils of Syracuse, NY, USA. (Poster -- Third International Conference on Urban Health, Boston, MA, 20-22 October 2004).

D.L. Johnson, J.M. Hager, A. Hunt, D.A. Griffith, S. Blount, S. Ellsworth, J. Hintz, R. Lucci, A. Mittiga, D. Prokhorova, L. Tidd, M.M. Millones and M. Vincent (2005). Field methods for mapping urban metal distributions in house dusts and surface soils of Syracuse, NY, USA. *Science in China, Series C*: 48, Suppl I, 92-99

M. Laidlaw, H. Mielke, G. Filippelli, D. Johnson and C. Gonzalez (2005). Seasonality and children's blood lead levels: Developing a predictive model using climatic variables and blood lead data from five US cities. *Environmental Health Perspectives*, 113(6) :793-800.

M. Laidlaw, H. Mielke, G. Filippelli, D. Johnson and C. Gonzalez (2006). Correspondence --Blood lead in children: Laidlaw, et al respond. *Environmental Health Perspectives*, 114(1): a18-19.

A. Hunt, D.L. Johnson and D.A. Griffith (2006). Mass transfer of soil indoors by track-in on footwear. *Science of the Total Environment*, 370(2,3): 360-371..

Exhibit "F"

V.A. Jouraeva, D.L. Johnson, J.P. Hassett, D.J. Nowak, D. Barbarossa, N. Shipunova (2006). Role of sooty mold fungi in accumulation of fine-particle associated PAHs and metals on deciduous leaves. *Environmental Research*, **102(3)**: 272-282..

Griffith, D.A., M. Millones, M. Vincent, D.L. Johnson, and A. Hunt (2007). Impacts of positional error on spatial regression analysis: A case study of address locations in Syracuse, New York. *Transactions in GIS*, **11(5)**: 655-679.

D.L. Johnson (2008). A first generation dynamic ingress, redistribution and transport model of soil track-in: DIRT. *Environmental Geochemistry and Health*, **30(6)**: 589-596.

D.L. Johnson, A. Hunt, D.A. Griffith, J.M. Hager, J. Brooks, H. StellaLevinsohn, A. Lanciki, R. Lucci, D. Prokhorova and S. Blount (2009). Geographic patterns of non-carpeted floor dust loading in Syracuse, New York (USA) homes. *Environmental Geochemistry and Health*, **31(3)**: 353-363.

D. A. Griffith, D. L. Johnson, and A. Hunt (2009). The geographic distribution of metals in urban soils: the case of Syracuse, NY. *GeoJournal*, **74(4)**: 275-291.

Andrew Hunt, David L. Johnson, J. Brooks and Daniel A. Griffith (2008). Risk remaining from fine particle contaminants after vacuum cleaning of hard floor surfaces. *Environmental Geochemistry and Health*, **30(6)**: 597-611.

Hui Lin, et al (including D, L. Johnson) (2011). An ecological treatment system for the re-use of bio-digested food waste and preliminary modeling of design parameters. *Ecological Engineering*, in press

December 29<sup>th</sup>, 2010

**Ammonia Reduction in Leachate  
from Oswego County Landfill  
Proposal for a Research Concept Study**

to

**Frank Visser  
Dept of Solid Waste  
2801 St Rt 481  
Fulton NY 13069  
Tel 315 591 9280  
Fax 315 591 9290**

**Table of Contents:**

- I. Introduction**
- II. Objective**
- III. Proposed Work**
- IV. Leachate**
- V. Reporting**
- VI. Financial**

## **I Introduction:**

On Wednesday December 15<sup>th</sup> at 8:30am a meeting was held at the Cleanwater Education and research Facility (CWERF) at the village of Minoa to discuss the high ammonia level of over 300mg/l of the Oswego County Landfill leachate and possible solutions how to lower the ammonia level below 210mg/l.

## **II Objective:**

The research projects objective is to reduce the ammonia (NH<sub>3</sub>) level from >300mg/l to <210mg/l

## **III Proposed Work:**

SKD Environmental Systems under subcontract with the Village of Minoa proposes to assist Oswego County with development of a custom solution for the Oswego County Landfill to reduce the ammonia content of the leachate.

The proposed project, to be conducted at the Village of Minoa CWERF, contains two major Phases as outlined below:

### **1. Phase I:**

Will be comprised of building and designing the test stand, including all Village of Minoa charges, labor, materials, and testing setup. The test system will be pursuant to the Section 2 specifications for the scope of work. After completion a test plan intended to meet the scope of work requirements will be developed with the Department of Solids Waste and SKD Environmental Systems. The duration of Phase I is estimated to be 30 days.

### **1. Phase II**

Will be comprised of actual testing and analysis at CWERF according to the developed test plan, including all Village of Minoa charges, materials, handling, labor, bench testing, data collection, certified laboratory testing fees and writing of a final report. The duration of Phase II is from a minimum of 30 days to a maximum of 60 days

## **III Leachate**

Department of Solid Waste shall supply the needed leachate quantity to CWERF at its own costs and expense in a container determined by the SKD Environmental Systems.

## **VI Reporting**

SKD will submit a written report for Phase I and II the scope of which shall comply with the Section 2 specifications.

#### **IV Cost**

SKD fee is \$4990 for Phase I and \$ 4990 for Phase II. This is all-inclusive and assumes the County is a tax exempt entity.

## INDEPENDENT SUBCONTRACTOR AGREEMENT

This INDEPENDENT SUBCONTRACTOR AGREEMENT ("Agreement") is made and effective this February 11, 2011, by and between SKD ENVIRONMENTAL SYSTEMS LLC, P.O. Box 26, Minoa, New York 13116 ("SKD") and VILLAGE OF MINOA, 240 N. Main Street, Minoa, New York 13116 ("MINOA").

Now, therefore, SKD and Minoa agree as follows:

### 1. Engagement.

Minoa hereby engages SKD, and SKD accepts engagement, to provide to Minoa the following services: that scope of services described under Village of Minoa response to Oswego County RFP #1-11 "Sealed Testing of Leachate Treatment For the Purpose of Ammonia Reduction" ("RFP Response"). The agreement contemplated hereunder, and the parties respective obligations, are contingent upon acceptance of the RFP Response, award of the contract to Minoa and execution of a contract for such work with the County of Oswego (the "Main Contract").

### 2. Term.

SKD shall provide services to Minoa pursuant to this Agreement for a term commencing on notice of acceptance and notice to proceed from Oswego County and ending with the time periods described in the RFP Response.

### 3. Place of Work.

SKD shall render services at the Minoa CERF facilities, and such other places as reasonably required for the performance of the particular services described in the RFP Response.

### 4. Time.

SKD's schedule and hours worked under this Agreement on a given day shall generally be subject to SKD's discretion, provided that same shall be as required to fulfill the obligations of Minoa pursuant to Main Contract. Minoa relies upon SKD to devote sufficient time as is reasonably necessary to timely fulfill the spirit and purpose of this Agreement and the Main Contract.

### 5. Payment.

Minoa shall pay SKD for those services performed pursuant to this Agreement. Payment shall be made subject to and as provided in the Main Contract and shall be \$4,990.00 for Phase One (1) and \$4,990.00 for Phase Two (2), due and payable ten (10) days following receipt of payment(s) from the County of Oswego. SKD shall bear all of SKD's expenses incurred in the performance of this Agreement.

### 6. Termination.

A. This Agreement may be terminated by Minoa as follows:

If to Minoa: Minoa, New York 13116  
Village of Minoa  
240 N. Main Street  
Minoa, New York 13116

14. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

15. Insurance.

Minoa shall ensure that SKD is named as an additional insured under its general liability insurance coverage issued in connection with the Main Contract as relates to claims by the County of Oswego or third parties (other than Minoa and SKD) in relation to the Work. SKD shall not make claim against the Village of Minoa for any bodily injury, property damage or similar claim(s) arising out of the performance of SKD's work hereunder.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

SKD ENVIRONMENTAL SYSTEMS LLC

By: Steven Giarrusso  
Name: Steven Giarrusso  
Title: Member

VILLAGE OF MINOA

By: Richard Donovan  
Name: Richard Donovan  
Title: Mayor



Office of the New York State Comptroller  
 New York State and Local Retirement System  
 Employees' Retirement System  
 Police and Fire Retirement System  
 110 State Street, Albany, New York 12244-0001

# Standard Work Day and Reporting Resolution

## RS 2417-A

(12/10)

BE IT RESOLVED, that the Village of Minoa / Location code 40215 hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the time keeping system records or the record of activities maintained and submitted by these officials to the clerk of this body:

Title	Name	Social Security Number (Last 4 digits)	Registration Number	Standard Work Day (Hrs/day)	Term Begins/Ends	Participates in Employer's Time Keeping System (Y/N)	Days/Month (based on Record of Activities)	Tier-1 (Check only if member is in Tier 1)	Not Submitted (Check box if no record of activities completed or timekeeping system)
<b>Elected Officials</b>									
Judge	Janet Stanley	[REDACTED]	[REDACTED]	6	4/5/10-4/6/14	Y	N/A		
<b>Appointed Officials</b>									
Dep. Clerk Treasurer	Donna Lothridge	[REDACTED]	[REDACTED]	7	4/5/10-4/3/11	Y	N/A		
Dep. Clerk Treasurer	Barbara Sturick	[REDACTED]	[REDACTED]	7	4/5/10-4/3/11	Y	N/A		

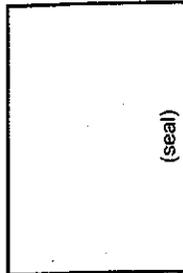
If additional rows are needed, please use form RS2417-B and attach.

On this 7th day of February, 2011 Date enacted: February 7, 2011  
 I, Suzanne M. Snider, clerk of the governing board of the Village of Minoa, of the State of New York, do hereby certify that I have

compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 7th day of February, 2011 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

I further certify that the full board, consists of 5 members, and that 5 of such members were present at such meeting and that 5 of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Village of Minoa (Name of Employer)



This document consists of 2 page(s) (see additional RS2417-B forms attached).



Office of the New York State Comptroller  
 New York State and Local Retirement System  
 Employees' Retirement System  
 Police and Fire Retirement System  
 110 State Street, Albany, New York 12244-0001

# Standard Work Day and Reporting Resolution

## RS 2417-A

(12/10)

BE IT RESOLVED, that the Village of Minoa / Location code 40215 hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the time keeping system records or the record of activities maintained and submitted by these officials to the clerk of this body:

Title	Name	Social Security Number (Last 4 digits)	Registration Number	Standard Work Day (Hrs/day)	Term Begins/Ends	Participates in Employer's Time Keeping System (Y/N)	Days/Month (based on Record of Activities)	Tier 1 (Check only if member is in Tier 1)	Not Submitted (Check box if no record of activities completed or timekeeping system)
<b>Elected Officials</b>									
Mayor	Richard Donovan	[REDACTED]	[REDACTED]	6	4/7/08-4/1/12	N	20.90		
Trustee	William Brazill	[REDACTED]	[REDACTED]	6	4/5/10-4/6/14	N	7.69		
Trustee	John Champagne	[REDACTED]	[REDACTED]	6	4/5/10-4/6/14	N	13.60		
Trustee	Eric Christensen	[REDACTED]	[REDACTED]	6	4/5/10-4/1/12	N	2.02		
<b>Appointed Officials</b>									
Acting Judge	Jeanette Zacharias	[REDACTED]	[REDACTED]	6	4/5/10-4/3/11	Y	N/A		
Clerk-Treasurer	Suzanne Snider	[REDACTED]	[REDACTED]	7	4/5/10-4/1/12	Y	N/A		
DPW Superintendent	Thomas Pitterelli	[REDACTED]	[REDACTED]	8	4/5/10-4/3/11	Y	N/A		

If additional rows are needed, please use form RS2417-B and attach.

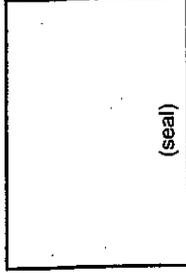
On this 7th day of February, 20 11 Date enacted: February 7, 2011

I, Suzanne M. Snider, clerk of the governing board of the Village of Minoa of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 7th day of February, 2011 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

I further certify that the full board, consists of 5 members, and that 5 of such members were present at such meeting and that 5 of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I have hereunto Set my hand and the seal of the Village of Minoa (Name of Employer)

This document consists of 2 page(s) (see additional RS2417-B forms attached).



(seal)

**Request for Proposals**

**&**

**Qualifications**

**Ambulance Services (EMS)  
And Non-Emergency Ambulance Services**

**Village of Minoa**

**Village of Minoa  
Richard J. Donovan, Mayor**

**February 22, 2011**

**SCHEDULE "C"**

## CONTENTS

<b>I.</b>	<b>Introduction.....</b>	<b>1</b>
<b>II.</b>	<b>Available Information .....</b>	<b>1</b>
<b>III.</b>	<b>General Scope of Services .....</b>	<b>2</b>
<b>IV.</b>	<b>Detailed Scope of Services .....</b>	<b>3</b>
	A. Performance Requirements .....	3
	B. Mutual Aid Requirements .....	4
	C. Required Meetings .....	4
	D. Required Reports.....	4
	E. Vehicle and Equipment Requirements .....	5
	F. Staffing Requirements.....	6
	G. Contract.....	7
	H. Insurance Requirements .....	7
	I. Public Affairs and Public Relations.....	8
	J. Charitable Public/Community Events .....	8
	K. Miscellaneous Services .....	8
	L. New/Specialized Services.....	8
<b>V.</b>	<b>Anticipated Project Schedule .....</b>	<b>9</b>
<b>VI.</b>	<b>Submission of Proposals .....</b>	<b>9</b>
	A. Proposal Format .....	9
	B. Selection Process.....	9
	C. Submission Deadlines .....	10
	D. Contact Information .....	10

## **I. INTRODUCTION**

The Village of Minoa under the direction of the Mayor's Office (hereinafter the "Village") as part of an overall initiative to review various budget components in light of the financial crisis facing state and local governments, is exploring options in the manner and methods by which Emergency Medical Services (hereinafter "EMS") and non-emergency ambulance and related services are provided to the Village of Minoa. This Request for Proposals and Qualifications ("RFPQ") is intended to provide the Village with information to consider in evaluating the Village ambulance department, including other alternatives and/or options providing for the aforementioned services. The issuance of the RFPQ and receipt of proposals in no way obligates the Village to accept or act upon any proposal presented and may be considered simply for information purposes.

The Village of Minoa has no established policies for the procurement of professional services such as EMS, and is not required by law to have such policies. Nevertheless, the Village has opted to utilize an informal request for qualifications and proposals procedure to assist with the initiative described above.

The current provider of ambulance service to the Village is Minoa Ambulance, an emergency ambulance only service owned and operated by, and as a department of the Village of Minoa local government. The purpose of this RFPQ is to ensure that high quality, reliable and state of the art EMS will be provided to its community 24 hours per day, 365 days per year. The successful vendor will be required to work closely with the Village, surrounding agencies and community organizations to ensure a well integrated, financially and operationally stable platform for the delivery and development of services and all components necessary thereto.

Should the Village decide to act upon a submitted RFPQ, it shall enact such local ordinances and legislation as may be necessary to implement a new EMS system, to the extent allowed by law.

## **II. AVAILABLE INFORMATION**

The Village shall, upon appropriate request, make such information available for the purpose of submitting proposals. This shall include but not be limited to:

1. Maps of the Village and the protection District outside the Village.
2. Historical EMS data regarding the role of the Minoa Fire Department.
3. Contact information for the local hospital, nursing homes and other facilities that would be integral to the role of the EMS provider.
4. Such information on the surrounding communities and agencies as may be available.
5. Review and comment from any appropriate Village Department on any questions or issues pertinent to this RFPQ.

It is expected that any potential vendor will be knowledgeable of and familiar with EMS rules, regulation and laws as promulgated by the State of New York, Department of Health, and Bureau of Emergency Medical Services. The Village shall not furnish this type of information as a part of the RFPQ process.

### **III. GENERAL SCOPE OF SERVICES**

The successful vendor will maintain a minimum of one (1) staffed ambulance twenty-four (24) hours per day, three hundred sixty-five (365) days per year. The Ambulance shall be staffed at the Advanced Life Support (ALS) level 4 at all times, except under isolated and or unusual circumstances as may be encountered in emergency circumstances. Paramedic level 4 staffing is preferred and shall be provided to the maximum extent possible. Critical Care level 3 ALS shall be acceptable on a limited basis. In some cases it may be acceptable or required for the vendor to provide ambulances staffed at the Basic Life Support (BLS) level. In all circumstances, all EMS services shall be provided in keeping with all applicable Federal, State and local laws and requirements.

A state of readiness shall be maintained for the purpose of responding to all emergency and non-emergency ambulance services request originating in the Village and its protection district. In addition, the Village recognizes that it has a moral and ethical obligation to provide and accept help to and from other EMS providers in its surrounds. Therefore, the successful vendor shall participate in mutual aid arrangements to ensure that the moral, ethical and medical needs of any and all persons that may be considered to be within the scope of this RFPQ are met to the maximum extent possible.

The vendor shall provide proof of their qualifications and ability to provide the necessary management, training and supervision of all personnel engaged in the provision of EMS to the Village and its protection district. Management personnel including those to be assigned to the Village shall have demonstrable business experience with the successful and on-going operation of an EMS service in the Central New York region. The proposer shall also detail its qualifications and authority to provide the intended services within the Village of Minoa, its fire protection district and pursuant to any mutual aid requirements independent of the Certificate of Need held by the Village of Minoa. Any perceived steps necessary for the vendor to achieve and maintain that authority shall likewise be provided (e.g., applications to NYS DOH, local legislation, etc.). In any event, and notwithstanding the Villages intent to contract for EMS services to a third party vendor, it is incumbent that the Village maintain its Certificate of Need without restriction throughout the term of any contract entered into with a vendor, and to the extent legally required to do so, the vendor contract shall provide for EMS services to be provided under the Villages Certificate of Need.

The vendor shall participate in all meetings, EMS planning, training and operations as may be required by the Village. These shall include a series of meetings as deemed necessary by Village in relation to the smooth transition of services from Village to the vendor operator. Furthermore, the vendor shall participate in such meetings, reporting and accountability mechanisms as may be reasonably requested by the Village. These will include but not be limited to monthly statistics on call volume, response time compliance and issues facing the vendor which may indirectly or directly affect the performance of the vendor and compliance with system requirements. The vendor and the Village shall agree to work cooperatively to find solutions and implement such programs as may be necessary to ensure the reliability and integrity of EMS in the Village and its protection district.

An acceptable plan for "Back Up" or times of high demand shall be provided. This will include details on how the vendor will implement a call in or scheduled reserves program to augment the minimum staffing requirements. The vendor shall demonstrate proficiency in all components of

a full service, including but not limited to recruiting, training, dispatching, billing, command and control functions and quality assurance.

#### **IV. DETAILED SCOPE OF SERVICES**

The following section details the scope of services and service related components that will be evaluated by the Village in making its determination. It is expected that after initial evaluation, a period of "fine tuning" will occur in which finite details and issues shall be negotiated or resolved between the vendor(s) and The Village. The Village recognizes the nature and complexities of EMS and related services and will take these factors into consideration in all aspects of this RFPQ.

##### **A. PERFORMANCE REQUIREMENTS**

The vendor will implement such policies and procedures as may be necessary to meet nationally recognized response time criteria for priority 1, 2 and 3 emergencies. There will be no response time requirements for non-emergency pre-arranged EMS services, but it is expected that such services will be provided within a reasonable time within the limits of the system. Provision of non-emergency EMS services must be done in such a manner as to generally ensure that emergency services are not compromised. It is recognized by the Village that there may be certain instances where conflicting needs between emergency and non-emergency EMS services may not be manageable. In these instances the vendor must be able to demonstrate that all reasonable steps have been taken to provide additional resources through call in or reserve staffing and in some cases through mutual aid.

The vendor will provide EMS in such a manner as to meet the highest levels of service and technology as may be reasonably expected. The vendor shall be expected to keep pace with other regional EMS providers insofar as advancements in patient care procedures, protocols and biomedical equipment take place. At the outset, the vendor(s) shall immediately implement capabilities for twelve (12) lead EKG technology, NIBP, pulse oximetry and capnography measurement, and will also be narcotic compliant. The vendor will also present a plan for "Bariatric" transport and case by case management of obese patients, as well as detailed information and methods for pediatric transports.

The vendor will carry out the ordinary duties of EMS in concert and in full cooperation with the Fire and Police Departments of the Village and Town of Manlius, as well as the office of the Mayor. The Village recognizes that State laws vest certain rights, privileges and authority to Certified Ambulance Services and these rights, privileges and authority will not be abridged in any way by the Village. Control of scenes within the Village protection district shall be under the jurisdiction of the Minoa Fire Department or Town of Manlius Police Department. Authority and responsibility for the delivery and coordination of patient care shall rest solely with the vendor.

The vendor will demonstrate adequate policies and procedures to ensure the highest standards of performance in all areas, including but not limited to driving standards, personnel safety standards, medical compliance standards and training and certification standards.

The vendor will provide "stand by" capabilities at any and all events within the Village protection district that may be deemed immediate or potential threats to the public safety. This

shall include but not be limited to structure fires, weather emergencies, natural disasters, hazardous materials incidents, large public gatherings or certain police matters. There shall be no charge to the Village for emergency stand-by services. The vendor shall, at all times, keep the Village apprised of how any requested stand-by service(s) may negatively impact the delivery of EMS and work with the requesting department or agencies involved to reasonably and responsibly meet all requests for service within the limits of the vendor's minimum required capabilities.

The vendor will provide an onsite "stand by" presence at certain community and public events as has been past practice with the Village ambulance service. These include high school sporting events, field days, public holiday events and the like.

#### **B. MUTUAL AID REQUIREMENTS**

The Village, which is located within the confines of Onondaga County, desires that its EMS provider perform in concert with the goals and objectives of the Onondaga County EMS system to the extent possible or required by law. Therefore, the vendor shall participate in written mutual aid plans to assure that those in need of emergency medical services both within the Minoa protection district and with our surrounding neighbors, shall receive the same in a timely manner. The foregoing notwithstanding, it is acknowledged there may be instances of Mass Casualty Incidents (MCI) that present circumstances that are far beyond the parameters of the 'day to day' provision of EMS, in which cases a general dispensation from the contract requirements hereof shall be warranted, provided that the vendor demonstrate just and proper cause for their actions.

It is expected that the vendor shall maintain professional relationships, good communications and good working relationships with surrounding agencies that may be needed for mutual aid. The vendor shall do everything that may be reasonably expected to facilitate and maintain such relationships.

#### **C. REQUIRED MEETINGS**

The vendor shall provide authorized representatives to meet with Village officials as may be requested and described at §III hereof, and in any event not less than quarter annual meetings shall take place for the purpose of reviewing system issues and vendor performance. The Village agrees to give reasonable notice of such meetings. Furthermore, the vendor shall attend all normally required meetings held by EMS organizations or regulatory agencies, such as the Onondaga County EMS Advisory Board, CQI Committee, Town of Manlius Critical Response Committee and special event planning committees, etc.

The vendor agrees to accompany Village officials to meetings which may affect the provision of emergency services if the Village deems that it may need consultation from the vendor in order to make proper policy, operational or legal determinations regarding the delivery of emergency services and EMS within the Village protection district.

#### **D. REQUIRED REPORTS**

The following reports shall be made available to the Village on a monthly, quarterly or annual basis as specified:

- Response Time Compliance
- Call volume within The Village protection district
- Breakdown of ALS, BLS, Inter-hospital transfers and Intercept Services
- Rate Schedules for all charges
- Copies of any MVA investigations involving an EMS vehicle
- Mutual Aid into or out of The Village

The Village may ask for such other reports as it may deem necessary to ensure the operational stability of the vendor, and compliance with medical standards. Such reports may not be unreasonably withheld.

#### **E. VEHICLE AND EQUIPMENT REQUIREMENTS**

At the inception of this agreement the vendor shall provide no less than one (1) ambulance which must be new or no older than two years (2) old. A Fly car is optional.

No ambulance or EMS vehicle may be in service pursuant to this RFPQ that is more than five (5) model years in age or has over 150,000 miles of use without the expressed written permission of the Village. All EMS vehicles will be maintained and inspected to the standards of the Department of Transportation in addition to Department of Motor Vehicle standards. Ambulances will meet Federal KKK specifications and Ford QVM requirements if Ford chassis are used. The Village shall have the right to inspect any and all vehicles operated as EMS vehicles, and may require EMS vehicles to be brought to its garage in Minoa for independent inspection and verification of condition and proper maintenance upon reasonable notice. Maintenance records shall be made available to the Village upon request.

The vendor shall maintain repair facilities to allow for prompt repair and routine maintenance of all EMS vehicles with minimum 'down time'. The vendor must ensure that in the event of a prolonged repair issue sufficient spare EMS vehicles are on hand to meet the needs of the Minoa protection district.

All EMS vehicles must maintain a proper aesthetic appearance so as not to further erode the public confidence in the safety and reliability of EMS vehicles. Upon determination by the Village that a vehicle is in need of cosmetic or mechanical repair, the vendor shall be given a reasonable period of time to make such repairs or corrections. Failure to comply may result in the vehicle in questions being prohibited from being used pursuant to this RFPQ. Material non-compliance in this area shall be considered cause for termination of the agreement entered into between the Village and the vendor in accordance with terms set forth in such agreement. The village may elect to have stationary, building and/or vehicle signage/embleming include reference to both the Village of Minoa and vendor. If so the language and formatting of same shall be as agreed upon by the parties and installed by and at the expense of vendor.

The ambulance shall have sufficient equipment to be fully stocked and equipped for use at all times. A spare ambulance may be provided without equipment for rotation into duty status during maintenance cycles. Equipment on board all EMS vehicles will be kept in excellent working order and shall be replaced when such equipment falls into disrepair. Appropriate contracts with equipment companies for proper preventive maintenance and repair shall be

maintained at all times and the Village shall have the right to review these agreements and maintenance records upon reasonable notice.

A sufficient amount of spare equipment, materials, medications and other necessary supplies sufficient to ensure full operational readiness shall be maintained on premises at all times. Durable medical equipment, such as back boards, extrication jackets, cervical collars and traction splints shall be on hand in sufficient quantities and in good repair at all times. The Village shall have the right to inspect such equipment reserves to ensure compliance and may require the vendor to increase reserves. Such required increases may not be unreasonably required and must have a documented reason for such a required change.

The vendor will provide adequate communications equipment, such as vehicle radios, portable radios, pagers, plectrons, cells phones or other technology shall be provided in order to ensure reliable communication with dispatch points, hospitals, collateral agencies and Village agencies as may be required.

The foregoing provisions of this §IV(E) notwithstanding, the Village currently leases or owns the following material assets in connection with the operation of its ambulance service:

<u>Asset Description</u>	<u>Estimated Fair Market Value</u>
A-1 2006 Ford E-450 Road rescue ambulance (72,000 miles)	\$30,000.00
A-2 2002 Ford E-3501 Wheel Coach (43,000 miles)	\$10,000.00
Car-3 2003Ford Explorer ( 78,000 miles)	\$ 8,000.00

The Village may deem it beneficial, in relation to consideration of a vendor submission, that such assets be transferred to vendor in consideration of a fair market value payment. Accordingly, responses should include discussion of the vendor's willingness to do so, based upon the information described herein.

#### **F. STAFFING REQUIREMENTS**

Sufficient staffing levels of qualified EMS providers shall be maintained to ensure response time reliability. The vendor shall also provide for adequate supervision of personnel and operations. In addition, a staff of qualified part time personnel shall be maintained to 'fill in' and or supplement staffing as may be required. Such additional full and or part time staff shall be acquired as may be necessary to ensure the smooth operation of EMS at all times. It is recognized by the Village that qualified EMS personnel are in short supply and that certain obstacles may exist to the ready acquisition and or replacement of such personnel. Therefore the Village will at its discretion waive the aforementioned staffing requirements provided that the vendor is able to continue to meet system requirements despite any minimum staffing discrepancies.

The vendor will be expected to provide a wage, medical benefits and a retirement package that will ensure its ability to maintain, attract, recruit and develop a stable work force in the face of increasing competition for qualified EMS providers.

The Minoa Fire Department will, consistent with past practice, continue to respond to

emergency calls within the Village and protection district and generally provide such support to the EMS vendor as is within its then existing capabilities.

## **G. CONTRACT**

In the event of an award of a contract under this RFPQ, the Village will contract with the successful vendor to operate for an initial period of one (1) year with the option for Village to extend the initial contract term for three (3) additional years. The village may elect during the initial or any renewal terms to maintain its Certificate of Need and if in order to do so vendor must operate under same, vendor shall agree to do so. The contract shall be considered renewable by Village for five (5) year terms thereafter. The foregoing notwithstanding, at any time following the initial one year period, either party may give notice of its intention to terminate the agreement upon ninety days (90) days prior written notice or upon ten (10) days prior written notice in the event of a material breach or default (subject to timely cure provision). The Contract form shall include all provisions required by law to be included in a municipal contract for the services contemplated hereunder, and including without limitation, the provisions described in this RFPQ, modified only as submitted by the vendor and accepted by Village, termination for material breach/default provisions, performance and billing standards and requirements, the services, lease and purchase/assignment and assumption provisions for the space described hereinafter, and for any vehicles, equipment, supplies and related debts/liabilities. The Contract shall also require that any intermunicipal or similar contracts the Village of Minoa is subject to with respect to the conduct of its EMS services shall be honored, for the duration thereof, by such vendor; vendor shall be solely responsible for ascertaining any past practices of the Village relating to performance requirements of vendor required hereunder.

During the initial contract term, the successful vendor shall lease from the Village the space to be occupied in the Municipal Building located at 240 N. Main St. in Minoa, specifically (one bay 3 vehicles deep, plus an office and bunk area) for the vendor including all utilities and other charges. Such rent will be at the fair market value of the space and subject to annual increases. The lease terms shall require the Village to provide cleaning and maintenance service but shall likewise require the space and its contents to be maintained in an organized hazard free manner by the vendor and otherwise shall include those provisions usual and customary for leases of commercial space, but shall also include provisions specifically related to the nature of the use such as maintaining OSHA and any NYSDOH compliance requirements. The vendor shall propose a fair market value rental payment amount and payment structure. The successful vendor would also be required to purchase all medical supplies at the Villages cost at the time of assuming the services and would have first option on purchasing any medical equipment and vehicles at fair market value for a period of up to thirty (30) days following transition of services.

## **H. INSURANCE REQUIREMENTS**

The successful vendor shall be required to provide proof of insurance usual and customary in the industry in New York State for municipal contracts of this type and including for: motor vehicle liability, workman's compensation, disability, general (bodily injury/property damage) liability and medical malpractice. The Village of Minoa and Town of Manlius shall be named additional insured's on such policies and shall be certificate holders; same shall provide that the coverage's threshold shall not expire, be materially modified or terminate except upon not less than thirty (30) days prior written

notice to the insured and all named additional insured's. Such coverage's shall be reflected in either (1) unconditional certificates comprising such coverage's and benefits thereof on the certificate holder or (2) an endorsement clearly conferring such coverage's on the Village and Town. Upon request of Village, the vendor shall provided a letter from the carrier or agent addressed to Village referencing the certificate or endorsement, this RFQP and contract and stating that the coverage's required are provided in such certificate or endorsement. The conditions and limits of said insurance shall be in keeping with generally accepted industry standards and in any event shall be acceptable to the Village.

## **I PUBLIC AFFAIRS AND PUBLIC RELATIONS**

The vendor agrees to participate with the Village in alerting and educating the populace to any changes in the delivery of EMS resulting from a contract under this RFPQ including in particular an initial transitional notification and educational program. Furthermore, the vendor agrees to make a good faith effort in all areas of public relations, including involvement with community organizations, charitable giving, public education and demonstrations, belonging to appropriate community organizations and in general, demonstrating a commitment to the Greater Minoa community.

## **J. CHARITABLE PUBLIC/COMMUNITY EVENTS**

The provision of standby/onsite EMS at charitable and public/community events is a material provision hereof. The vendor is expected to provide services to such organizations and events in the community as has been past practice of the Village.

## **K. MISCELLANEOUS SERVICES**

The successful vendor will be expected to develop and implement the following components:

- Public education and CPR training
- AED programs as may be necessary
- Continuing medical education programs to assist surrounding agencies that may be called upon to provide services in the Village protection district
- Such other services as may become necessary or desirable in the future, within reason

## **L. NEW/SPECIALIZED SERVICES-BILLING**

It is the intention of the Village to consider the implementation of new procedures regarding the delivery of specialized services to the community. This may include but not be limited to billing for the provision of certain rescue services such as extrication, Hazardous Materials Management and clean up services, certain confined space services, etc. All vendors shall specify the new/specialized services (of the aforementioned) it can provide and under what terms and conditions the aforementioned services will be provided.

The vendor will be expected to provide itself or through a qualified third party vendor acceptable to village, billing and accounts receivable services for all services provided under the contract. Under no circumstances shall village be held liable for any such charges. The vendor shall

describe its rate structure in relation to regulated/mandated and contractually mandated charges, usual and customary fees, and the like.

## **V. ANTICIPATED PROJECT SCHEDULE**

The Village anticipates reviewing proposals during the month of March of 2011 and deciding within such period, whether or not to proceed with a third party vendor. If a decision is made to proceed with a third party vendor, then to implement the same and effect the transition within ninety (90) days after such a determination to proceed is made.

## **VI. SUBMISSION OF PROPOSALS**

### **A. PROPOSAL FORMAT**

This RFPQ includes a detailed description of an EMS service that should allow a qualified vendor to submit a proposal. Submissions should include a detailed presentation of the prospective vendor's qualifications, experience and ability to comply with the terms specified herein. Please include a resume of the Chief Operating Officer of the corporation and demonstrative proof of the vendor's ability to provide EMS services. Include a description of any EMS services the vendor currently provides, with references from persons, organizations and municipalities familiar with the vendor's operations. The vendor must provide three (3) business references in the Central New York region with which the vendor does business and who can attest to the vendor's business practices, such as timely payment of accounts. The submission should as best as possible, indicate with clarity the scope of services as described herein it can and will provide, any conditions to or restrictions on same, and the like. The vendor shall address any incidental provisions herein (eg insurance requirements, charitable and community events, special/new services etc.) with specific affirmative statements indicating its assent to such provisions. Likewise any exceptions to same shall be duly and specifically noted.

### **B. SELECTION PROCESS**

All proposals will be reviewed and qualified proposals identified. In the event the Village determines that it wishes to pursue a third party vendor as an alternative to its current EMS system, based upon a specific proposal or proposals submitted, the Village may invite a prospective vendor or vendors to further discuss the same. Through the interview process, a recommendation will be made to the Village of Minoa Board of Trustees for review and consideration. With Board approval of a selected vendor, a contract for services will be executed.

*The Village of Minoa reserves the right to elect to not act upon a specific or any submission, to conduct or not conduct any or all interviews, to reject any or all proposals and/ or to modify the terms of any proposed contract based upon the responses received and/or further consideration.*

**C. SUBMISSION DEADLINES**

The original Proposal, along with four (4) copies, must be received at the Office of the Clerk Treasurer no later than March 4, 2011 at 4:30 p.m. All proposals should be in one letter sized package or envelope addressed and submitted via certified mail, return receipt requested to, or hand-delivered to:

Suzanne Snider,  
Clerk/Treasurer  
Village of Minoa  
240 N. Main Street

Minoa, New York 13116, and marked below the addressee designation with the following:  
"EMS RFPQ SUBMISSION ENCLOSED"

Submissions not marked as required or posted as of such date and not received at the office of the Clerk-Treasurer between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, prior to March 4, 2011, may be considered by the Village as not timely received.

**D. CONTACT INFORMATION**

Questions or requests for additional information may be directed to Richard J. Donovan, Mayor Village of Minoa (315) 656-3100. All requests for information, including under section II above, and/or clarification shall be made via email only to: [RDonovan@villageofminoa.com](mailto:RDonovan@villageofminoa.com) and [SSnider@villageofminoa.com](mailto:SSnider@villageofminoa.com).

## Draft Memorandum of Understanding and Proposal for Formation of 501(c)(3) ZWESTech R&D

SKD Environmental Systems LLC was founded on a Zero Waste approach to sustainable resource utilization. Its objective is to design and implement infrastructure and systems within which residential, commercial, agricultural and municipal water and organic biomass waste streams are repurposed as resources for energy and value-added products. The established technologies of anaerobic digestion, composting, constructed wetland nutrient management, controlled environment agriculture and biomass gasification are integrated on a case-by-case basis to accomplish this objective. A fundamental design parameter guiding the process is to minimize the time period for return on investment

Whereas the SUNY College of Environmental Science and Forestry (ESF) has had a longstanding history of cooperative research with the Village of Minoa, NY (Village) at their Wastewater Treatment Facility (now the CERF) involving personnel from the Village interacting with ESF faculty members, and

Whereas some individual faculty from ESF and personnel from the Village have formed SKD Environmental Systems LLC (SKD) in furtherance of mutual goals for developing sustainable energy resource recovery and application technologies at and for Minoa, to the mutual benefit of ESF, SKD and the Village, we establish this memorandum of understanding (MOU) between the parties in which it is agreed that:

- ESF will make available to SKD the use of laboratory, library, analytical and other support systems, currently in use by ESF faculty, in order to carry forward research and development initiatives of mutual benefit
- ESF will make available to SKD the services of the Office of Research Programs in the preparation and submission of proposals for support of the activities
- The Village will make available to SKD the physical facilities of the CERF in furtherance of the R & D activities of mutual benefit
- SKD will provide internship and/or employment opportunities for ESF undergraduate and graduate students to participate in and contribute to the applied research activities associated with the development of sustainability technologies
- SKD will, as finances are available, provide support in the way of hourly salary and/or research assistantships to students so participating
- SKD will partner with the Village on behalf of the East Syracuse-Minoa school district for the development of K-12 curriculum elements and the necessary community-based research components of sustainability implementations

SCHEDULE "D"

Formation of a Research and Development by the three parties has these benefits:  
Benefits for SKD Environmental Systems LLC:

- ❖ IP protection and revenue
- ❖ Access to experimental facilities
- ❖ A tech savvy workforce
- ❖ Product development
- ❖ Research support

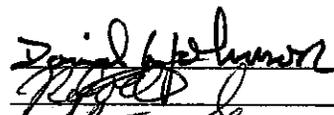
Benefits for SUNY ESF:

- ❖ IP protection and revenue
- ❖ Curriculum enhancement opportunities
- ❖ Financial support for students
- ❖ Public Relations and student recruitment visibility
- ❖ SUNY mission leadership credits

Benefits for the Village of Minoa:

- ❖ IP protection and revenue
- ❖ Facilities overhead income
- ❖ Increased merchant services capacity
- ❖ Reduction in operating cost budget
- ❖ Expanded educational resources
- ❖

This agreement will remain in effect for a period of 120 days from the date of signing while financial pathways and not-for-profit structures for the mutual activities become established. This agreement will be subject to renegotiation at the time that any discussions of allocation of intellectual property are required. This agreement will be subject to termination by any party by notification of the others.



SKD Environmental  
Systems LLC

1/26/11

Connelio B. Murphy Jr.  
PRESIDENT

SUNY ESF

1/26/11



Village of Minoa, NY