

October 20, 2023

Katelin Olson, Supervisor
Town of Ulysses
10 Elm Street
Ulysses, NY 14886

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
TOWN OF ULYSSES – WATER DISTRICT #5 (GRASSROOTS)
MAP, PLAN AND REPORT**

Dear Katelin:

Based on recent conversations with the Town of Ulysses ("Town") and representatives from the Finger Lakes Grassroots Festival Organization, Inc. ("Grassroots"), we understand there is an interest in the formation of a Water District for a single parcel in the Town, at address 8669 Falls Road. The parcel noted for the district formation, also referred to as the *Across the Way Campground*, has been utilized in past years as a campground type of facility during the Grassroots Festival.

MRB Group understands that a private water distribution system is installed on the property and is operated seasonally. From our conversations, it has been indicated that the current private water system has been approved by the Department of Health (DOH). During times of the Festival, temporary water metering and backflow prevention (provided by the Village of Trumansburg) is installed from a nearby hydrant, but no permanent connection is in place. It is the intent that with a district formation, a permanent approved connection will be provided.

We are pleased to provide a proposal to work with Grassroots, the Town, and the Village of Trumansburg, New York ("Village") on the formation of the district. The Village would be the respective water purveyor to this district and owns & operates the transmission main along Falls Road that would supply the district. Village approval will be needed to connect to the transmission main and add this district to this supply source.

I. Background

As part of a completed Well and Water Systems Improvement Project for the Village in 2017, a new 8" transmission main was commissioned to convey potable water to the Village distribution system. This transmission main was constructed along Falls Road and interconnected with the existing Village distribution system along Cemetery Street near the Route 96 intersection and Falls Street terminus.

A District Formation process was started towards the end of 2016 for properties along Falls Road with roadside access to the transmission main while the Village project was being closed out. Ultimately, this formation process lacked the required support for formation. On September 21, 2023, the Town shared an executed petition dated September 13, 2023, from the Finger Lakes Grassroots Festival Organization, Inc. in an attempt to align with Town Law Article 12 petitioning for the formation of a Water District.

II. Scope of Services and Compensation

With the understanding that the *Across the Way Campground* property already has a Department of Health (DOH) approved water distribution network and is the sole property to be included in this proposed Water District (Water District #5), MRB Group proposes the following scope of services for the sole entity water district.

- A. Preparation of a schedule of proceedings for the creation of the district and related coordination and correspondence with the Town Attorney.
- B. Preparation of an opinion of probable cost for the project including the capital costs associated with valves, hydrants, meter pit, and associated backflow prevention (as required). It is generally understood that the new infrastructure required to connect the private water system to the public water supply will be generally located along the frontage along 8669 Falls Road.

- C. In cooperation with the Town and Village, work to calculate the annual cost of water per year based on an out-of-district user cost (and usage provided by Grassroots) in addition to the cost to 'hook-up' to the transmission main.
- D. In cooperation with the Town, Town Attorney, Village, and Village Attorney – generally guide the parties through the establishment of an Intermunicipal Agreement outlining items such as the allowable annual water allocation, coordination of easements, define the district limits and define the general allowable uses of water aligning with Town Zoning Code.
- E. Preparation of an Engineering Report (Map, Plan and Report); including a district map and written boundary description. Included in the Map, Plan and Report will be a description of the improvements, the opinion of probable cost, and a breakdown of the expected annual cost.
- F. Preparation for and attendance at one (1) public information meeting for the water district, including preparation of exhibits and handouts.
- G. Preparation of a Short Environmental Assessment Form (EAF) and related negative declaration. We have assumed that the administrative act of creating the district and the limited construction work (i.e. adding hydrants and valves) will be considered an unlisted action under SEQR and will not require a coordinated review.
- H. Attendance at one (1) public hearing, required by law, for the water district.

Total Compensation \$9,650.00

The cost figures shown above represent our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Additional Services

The following items, not included in the above services can be provided on a personnel time-charge basis, but would only be performed upon receipt of your authorization.

- A. Services related to water rate negotiations.
- B. Services to develop and create an Intermunicipal agreement. It is generally understood that MRB will assist with guiding through the project but is not the intent with the proposed scope that MRB will develop an Intermunicipal Agreement.
- C. Hydraulic modeling and/or sizing of water services to the property. It is generally understood that the existing approved infrastructure is sufficient (flow/pressure).
- D. Preparation of preliminary or final notices of intent and/or NYS Department of Agriculture and Markets Approval.
- E. Design plans, contract documents and specifications.
- F. Environmental Investigations beyond the Short Form EAF.
- G. Coordination and evaluation of extending the water district to additional adjoining parcels.
- H. Additional Meetings above and beyond those listed in the scope of work.

IV. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work on the project.

V. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. We have included an additional copy for your records. Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,


Matthew R. McKenna
Senior Civil Engineer


William Davis
Director of Water Resources Engineering

<https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/New York/Ulysses, Town of/2023 Water District No. 5 - Grassroots/Grassroots Water District #5 - Map Plan and Report.docx>

Enclosure

PROPOSAL ACCEPTED FOR THE _____ BY:		
_____	_____	_____
<i>Signature</i>	<i>Title</i>	<i>Date</i>

**MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS**

A. TERMINATION

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.