

**BYRON TOWN BOARD MEETING**

August 11, 2021

The Byron Town Board Meeting was called to order by Supervisor Yasses at 7:00 p.m. with the following people present:

- Supervisor.....Peter Yasses
- Councilmen.....Jeff Thompson  
Josh Kent  
Eric Zuber
- Highway Superintendent.....David Leaton
- Town Clerk.....Debra Buck-Leaton
- Invited Guests.....Jon Hinman, MRB Group  
Shaun Dempsey, Camden Group
- Absent.....Councilwoman Fuller

Public:

- |                 |                |                 |
|-----------------|----------------|-----------------|
| Tom Felton      | Kaitlyn Moucha | Ben Raccuia     |
| Gayla Starowitz | Laurel Smith   | Cheryl Thompson |
| Sean Mix        | Candy Hensel   |                 |

**PLEDGE OF ALLEGIANCE:**

The Pledge of Allegiance was led by Supervisor Yasses.

**SEWER - Jon Hinman, MRB Group and Shaun Dempsey, Camden Group:**

John Hinman, MRB Group – MRB has been helping the Town to comply with DEC mandates by applying for grant funding for UV disinfection for north central and S. Byron plants. Camden and MRB were able to get northern plant waived from requirement saving town approx. \$200,000. The Town received another letter from DEC adding testing and additional permitting regulations. Jon Hinman talked to Supervisor and Camden and discussed the need to do more than UV disinfection. They also discussed the sand filter system and how the system is degrading due to age. MRB would like to know if the Board would like MRB to do a full upgrade engineering report, which grant money is available to do this. The beds are on borrowed time, and MRB would like to analyze plants to see what can be done or just do uv disinfection. MRB has provided cost estimate (see attached handout provided by MRB Group). It would cost \$845,000 for new UV disinfection only. UV/Replacement in-kind \$4,145,000. UV/Disk Filter System \$2,325,000. UV/Central Disk Filter \$1,835,000. Time frame to reach mandates – now per DEC. It is up to the Town to install uv lights or do a total overhaul of the sewer beds. He would also recommend getting an income survey for sewer district users. The cost would be \$12,800 for MRB to do layout work. Grant is based on scoring program, and the Town would score much higher if asking for plant replacement. The Town could receive 75% of building costs and 0% interest if meet poverty level.

Shaun Dempsey, Camden Group – North Byron Filter Bed is working fine, the other 2 beds need to be replaced.

**PROPOSAL FOR PROFESSIONAL SERVICES - TOWN OF BYRON WASTEWATER TREATMENT PLANT (WWTP) DISINFECTION RESOLUTION #74:**

Councilman Kent offered the following resolution and moved for its adoption:

**WHEREAS**, the Town of Byron Town Board authorizes the Supervisor to sign Proposal for Professional Services for the Town of Byron Wastewater Treatment Plant (WWTP) Disinfection between the Town of Byron and MRB Group in an amount not to exceed \$12,800.00.

Councilman Thompson seconded the resolution which was adopted by the following vote:

Vote:           Ayes: 4           Nays: 0

**MINUTES:**

A **motion** was made by Councilman Zuber to approve the Byron Town Board minutes of July 14, 2021 as written. The motion was seconded by Councilman Kent and carried with the following vote:

Vote:           Ayes: 4           Nays: 0

**PLANNING BOARD REPORT – Kaitlyn Moucha:**

- Approved land separation
- Reviewed zoning laws
- Will be reviewing current Comprehensive Plan

A **motion** was made by Councilman Kent to approve the Planning Board Report as given. The motion was seconded by Councilman Thompson and carried with the following vote:

Vote:           Ayes: 4           Nays: 0

**HIGHWAY SUPERINTENDENT’S REPORT – David Leaton:**

- Doing roadwork
- Working on culverts
- Truck is in and is getting ready to be used
- Tower Hill bridge will hopefully be done next week

Councilman Zuber – Transit Road needs to be repaired  
Supervisor Yasses – He will call Tim Hens because it’s a County Road

A **motion** was made by Councilman Kent to approve the Highway Superintendent’s Report as given. The motion was seconded by Councilman Thompson and carried with the following vote:

Vote:           Ayes: 4           Nays: 0

**SOLAR:**

**INTERVENOR FUND STANDARD VOUCHER #3**

**RESOLUTION #75:**

Councilman Kent offered the following resolution and moved for its adoption:

**WHEREAS**, the Town of Byron Town Board authorizes the Supervisor to sign the Intervenor Fund Standard Voucher #3 in the amount of \$15,704.50 between the Town of Byron and the NYS Department of Public Service.

Councilman Zuber seconded the resolution which was adopted by the following vote:

Vote:           Ayes: 4           Nays: 0

**SEWER REPORT:**

***Monthly:***

- Checked and maintained all filter bed pumps (N, S+C)
- Keeping track of pump hours on all pumps including Old School House, Walkers Corners and McElver Street lift station

·Took monthly samples

**Other:**

·July 7, 2021 – Stated pumping tanks in South Byron (Freeman Road)

·July 14, 2021 - Finished with tanks

·July 17, 2021 – Heavy rains, almost 4 inches. Had to set up extra pumps in Center Byron Filter Beds. Babysat system for many hours, left and came back later n at night to make sure all was working.

·July 18, 2021 - Came in and checked system again, everything was working and flow was back down.

·Received 3 quotes to continue replacing septic tanks in the Byron Trailer Park on Swamp Road, they are as follows:

Barefoot Septic & Sewer, Inc.	\$4,385.00 per tank
S&S Excavating & Blacktop, Inc.	\$5,250.00 per tank
A.D. Call & Sons Excavating	\$6,950.00 per tank

**BYRON MOBILE HOME PARK SEPTIC TANK REPLACEMENT  
RESOLUTION #76:**

Councilman Kent offered the following resolution and moved for its adoption:

**Resolved**, that the Town Board of the Town of Byron hereby awards the Byron Mobile Home Park Septic Tank Replacement bid to Barefoot Septic & Sewer, Inc. at a cost of \$4,385.00 per tank for 8-9 tanks as per the bid specs attached hereto.

Councilman Thompson seconded the resolution which was adopted by the following vote:

Vote:           Ayes: 4           Nays: 0

A **motion** was made by Councilman Zuber to approve the Sewer Report as given. The motion was seconded by Councilman Thompson and carried with the following vote:

Vote:           Ayes: 4           Nays: 0

**CEO/ZEO REPORT – Mike Morris:**

·A copy of the report is on file with the CEO/ZEO

Councilman Kent – where are we at as far as the house on the corner of Walkers-Corners Road and Caswell Road?

Supervisor Yasses – He has Judge Smith looking into seeing what can be done.

A **motion** was made by Councilman Zuber to approve the CEO/ZEO report as given. The motion was seconded by Councilman Thompson and carried with the following vote:

Vote:           Ayes: 4           Nays: 0

**PARK COMMITTEE REPORT:**

·No report

**PARKS LAW:**

·A Public Hearing needs to be held to amend the current Parks Law Section IV(q)ii to read:

From March 15 to December 31 each year the speed limit for all vehicles shall be 10 miles per hour and from January 1 to March 14 the speed limit for snowmobiles shall be 35 miles per hour, between Swamp Road by the Trailer Park to Byron Road.

A **motion** was made by Councilman Zuber to hold a Public Hearing on September 8, 2021 at 7:00 p.m. to amend the current Parks Law Section IV(q)ii to read: From March 15 to December 31 each year the speed

limit for all vehicles shall be 10 miles per hour and from January 1 to March 14 the speed limit for snowmobiles shall be 35 miles per hour, between Swamp Road by the Trailer Park to Byron Road. The motion was seconded by Councilman Kent and carried with the following vote:

Vote:           Ayes: 4                   Nays: 0

**CLEAN ENERGY RESOURCES INFORMATION COMMITTEE – Candy Hensel:**

- Needs a copy of chart to submit for the LED lighting
- Continuing on with benchmarking

Highway Superintendent – LED lights are done

A **motion** was made by Councilman Kent to approve the Clean Energy Resources Information Committee report as given. The motion was seconded by Councilman Zuber and carried with the following vote:

Vote:           Ayes: 4                   Nays: 0

**COMMUNITY BLOCK GRANT – Candy Hensel:**

- Proposal was received from BBT Construction Services, and it did not meet requirements. Candy would like to have the Town hire In-Site Architecture to do the feasibility study on the Byron Hotel.
- The Town and Candy need to sign the New York Main Street Program Participant Grant Agreement.

**NEW YORK MAIN STREET PROGRAM PARTICIPANT GRANT AGREEMENT**

**RESOLUTION #77:**

Councilman Kent offered the following resolution and moved for its adoption:

***Resolved***, that the Town Board of the Town of Byron hereby authorizes the Supervisor to sign the New York Main street Program Participant Grant Agreement between the Town of Byron and Twilight Property BH LLC, a copy of which is attached hereto, contingent upon approval by the Town Attorney.

Councilman Thompson seconded the resolution which was adopted by the following vote:

Vote:           Ayes: 4                   Nays: 0

**FEASABILITY STUDY BY IN-SITE ARCHITECTURE PROPOSAL**

**RESOLUTION #78:**

Councilman Kent offered the following resolution and moved for its adoption:

***Resolved***, that the Town Board of the Town of Byron hereby authorizes the Supervisor to sign the Feasibility Study Proposal by In-Site Architecture between the Town of Byron and In-Site Architecture, a copy of which is attached hereto, in the amount not to exceed \$20,950.00, contingent upon approval by the Town Attorney. The Fee of \$20,950.00 shall be paid by Candy Hensel and/or Twilight Property BH LLC and reimbursed through the New York State Main Street Grant funds.

Councilman Thompson seconded the resolution which was adopted by the following vote:

Vote:           Ayes: 4                   Nays: 0

A **motion** was made by Councilman Kent to approve the Main Street Grant report as given. The motion was seconded by Councilman Thompson and carried with the following vote:

Vote:           Ayes: 4                   Nays: 0

**ABSTRACTS**

**RESOLUTION #79:**

Councilman Kent offered the following resolution and moved for its adoption:

**Resolved**, that the Byron Town Board pay the following abstracts:

<u>Fund:</u>	<u>Abstract:</u>	<u>Vouchers:</u>	<u>Amount:</u>
General Fund	#8	#157 - #172	\$7,339.06
Highway Fund	#8	#94 - #111	\$372,704.51
Sewer Fund	#8	#35 - #38	\$6,194.89
Water Improv. Bene. Area #1	#8	#13	\$37,458.20
General Post Audit	#7	#45 - #49	\$869.41
Sewer Post Audit	#7	#17 - #19	\$5,605.28

Councilman Thompson seconded the resolution which was adopted by the following vote:

Vote:           Ayes: 4           Nays: 0

**HISTORICAL SOCIETY REPORT – Laurel Smith:**

- The door to be replaced has been ordered
- Moving forward with Fall dinner meeting for September 30<sup>th</sup> at the Byron Fire Hall

A **motion** was made by Councilman Thompson to approve the Historical Society Report. The motion was seconded by Councilman Kent and carried with the following vote:

Vote:           Ayes: 4           Nays: 0

**TOWN CLERK’S REPORT:**

Paid to the NYS Ag and Markets for spay/neuter program.....	\$95.00
Paid to NYS DEC for hunting and fishing licenses.....	\$142.82
Paid to the Park Committee for pavilion rental.....	\$30.00
Paid to NYS Department of Health for Marriage Licenses.....	\$22.50
Paid to the Town of Byron Supervisor.....	\$3,332.38
Total Disbursed for July 2021.....	\$3,622.70

A **motion** was made by Councilman Zuber to approve the Town Clerk’s Report as given for July, 2021. The motion was seconded by Councilman Thompson and carried with the following vote:

Vote:           Ayes: 4           Nays: 0

**FINANCIAL REPORT:**

- The July 2021 Financial Report was reviewed.

A **motion** was made by Councilman Zuber to approve the July 2021 Financial Reports. The motion was seconded by Councilman Kent and carried with the following vote:

Vote:           Ayes: 4           Nays: 0

**SUPERVISOR’S REPORT:**

**Voluntary Distribution for July 2021:**

- Received Voluntary Distribution Payment in the amount of \$38,578.00 for July 2021.

**Courtroom Sound System:**

- Received a quote from V2D, LLC for a wide coverage sound system for the courtroom. The cost would be \$3,059.75.
- This system is not Bluetooth compatible.
- Councilman Kent still has questions and would like to discuss them with Bill from V2D, LLC before approving.

A **motion** was made by Councilman Kent to approve the Supervisor's Report as given. The motion was seconded by Councilman Thompson and carried with the following vote:

Vote:                      Ayes: 4                      Nays: 0

**OTHER BUSINESS:**

**WATER IMPROVEMENT BENEFIT AREA NO. 1:**

·MRB Group has received preliminary comments from MCWA and are currently addressing which should be completed this week.

·MRB will be meeting on-site with MCWA prior to sending the plans out to all other agencies.

·Permit forms have been completed and should be mailed out for signature this week.

·The cost of pipe continues to increase.

**PUBLIC COMMENTS:**

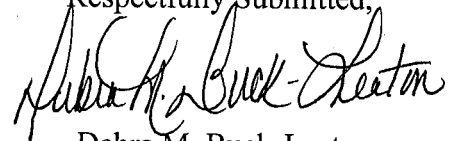
None

**ADJOURN:**

A **motion** was made by Councilman Kent to adjourn the Byron Town Board Meeting at 8:57 p.m. The motion was seconded by Councilman Thompson and carried with the following vote:

Vote:                      Ayes: 4                      Nays: 0

Respectfully Submitted,



Debra M. Buck-Leaton  
Byron Town Clerk

# MRB|group

**Project Title** T. Byron - WWTP Effluent Disinfection Improvements  
**Project No.:** 0204.20001  
**Date:** August 11, 2021  
**Engineer:** Jonathan D. Hinman  
**Subject:** WWTP Alternatives

Option	Cost With No Grant	Cost With Grant	Cost Per EDU W/ Grant
UV Disinfection	\$ 845,000.00	\$ 327,068.75	\$150.92
UV / Replacement In-kind	\$ 4,145,000.00	\$ 1,591,568.75	\$740.30
UV / Disk Filter System	\$ 2,325,000.00	\$ 892,818.75	\$415.24
UV / Central Disk Filter	\$ 1,835,000.00	\$ 705,125.00	\$327.73
Interest Rate*	2.00%		
Years	30		
EDUs in District	250		

# MRB|group

Project Title T. Byron - WWTP Effluent Disinfection Improvements  
 Project No.: 0204.20001  
 Date: August 11, 2021  
 Engineer: Jonathan D. Hinman

Subject: Total project cost estimate for UV light radiation disinfection alternative at South and Central outfalls.

## Sitework

Item Number	Item Description	Quantity	Unit	Unit Price	Cost
1.1	Mobilization / Demobilization	1	LS	\$ 12,500.00	\$ 12,500.00
1.2	Site Grading	2	LS	\$ 10,000.00	\$ 20,000.00
1.3	Excavation and Backfill	2	LS	\$ 20,000.00	\$ 40,000.00
1.4	Site Piping	2	LS	\$ 40,000.00	\$ 80,000.00
					\$ 152,500.00

## New UV System

Item Number	Item Description	Quantity	Unit	Unit Price	Cost
2.1	UV Disinfection System	2	LS	\$ 90,000.00	\$ 180,000.00
2.2	Misc. Metals	2	LS	\$ 20,000.00	\$ 40,000.00
2.3	Fiberglass Shelter	2	LS	\$ 30,000.00	\$ 60,000.00
2.4	Outfall 001 Submersible Effluent Pump and MH	2	EA	\$ 20,000.00	\$ 40,000.00
2.5	Outfall 002 Submersible Effluent Pump and MH	2	EA	\$ 20,000.00	\$ 40,000.00
2.6	Precast Concrete Pump Enclosure	2	LS	\$ 2,000.00	\$ 4,000.00
2.7	Dissolved Oxygen Mixing Manhole	1	EA	\$ 12,000.00	\$ 12,000.00
2.8	Dissolved Oxygen Mixer	1	EA	\$ 12,000.00	\$ 12,000.00
					\$ 388,000.00

## Outside Costs

Item Number	Item Description	Quantity	Unit	Unit Price	Cost
3.1	Electrical / Controls	2	LS	\$ 30,000.00	\$ 60,000.00
					\$ 60,000.00

## Construction Cost Summary

General Contract Cost	\$	540,500.00
Electrical / Controls Contract Cost	\$	60,000.00
Sub-Total Construction Cost	\$	600,500.00
Construction Contingency	\$	90,075.00
<b>TOTAL CONSTRUCTION COST W/ CONTINGENCY</b>	<b>\$</b>	<b>690,575.00</b>
Engineering, Bidding, & Construction Services	\$	120,100.00
Administration, Financial, & Legal Services	\$	30,025.00
<b>Total Estimated Project Development Cost</b>	<b>\$</b>	<b>150,125.00</b>
<b>Total Estimated Project Cost</b>	<b>\$</b>	<b>840,700.00</b>
<b>Total Estimated Project Cost (Rounded)</b>	<b>\$</b>	<b>845,000.00</b>



# MRBgroup

**Project Title** T. Byron - WWTP Effluent Disinfection Improvements  
**Project No.:** 0204.20001  
**Date:** August 11, 2021  
**Engineer:** Jonathan D. Hinman

**Subject:** Total project cost estimate for UV light radiation and Replacement In-Kind of filter beds at South and Central outfalls.

## New UV System

Item Number	Item Description	Quantity	Unit	Unit Price	Cost
	UV Systems				\$ 600,500.00

## Sitework

Item Number	Item Description	Quantity	Unit	Unit Price	Cost
1.1	Removal & Disposal of Materials	14000	CY	\$ 10.00	\$ 140,000.00
1.2	Replacement of Filter Media and Liner	14000	CY	\$ 140.00	\$ 1,960,000.00
1.3	Replacement of Filter Distribution Piping	14000	LF	\$ 10.00	\$ 140,000.00
1.4	Pump Replacement	4	EA	\$ 10,000.00	\$ 40,000.00
					\$ 2,280,000.00

## Outside Costs

Item Number	Item Description	Quantity	Unit	Unit Price	Cost
3.1	Electrical / Controls	2	EA	\$ 40,000.00	\$ 80,000.00
					\$ 80,000.00

## Construction Cost Summary

General Contract Cost	\$	2,880,500.00
Electrical / Controls Contract Cost	\$	80,000.00
Sub-Total Construction Cost	\$	2,960,500.00
Construction Contingency	\$	444,075.00
<b>TOTAL CONSTRUCTION COST W/ CONTINGENCY</b>	<b>\$</b>	<b>3,404,575.00</b>
Engineering, Bidding, & Construction Services	\$	592,100.00
Administration, Financial, & Legal Services	\$	148,025.00
Total Estimated Project Development Cost	\$	740,125.00
<b>Total Estimated Project Cost</b>	<b>\$</b>	<b>4,144,700.00</b>
<b>Total Estimated Project Cost (Rounded)</b>	<b>\$</b>	<b>4,145,000.00</b>

# MRB|group

Project Title T. Byron - WWTP Effluent Disinfection Improvements  
 Project No.: 0204.20001  
 Date: August 11, 2021  
 Engineer: Jonathan D. Hinman

Subject: Total project cost estimate for UV light radiation and Disk Filters at South and Central outfalls.

## New UV System

Item Number	Item Description	Quantity	Unit	Unit Price	Cost
	UV Systems				\$ 600,500.00

## Sitework

Item Number	Item Description	Quantity	Unit	Unit Price	Cost
1.1	Removal & Disposal of Materials	14000	CY	\$ 10.00	\$ 140,000.00
1.2	Installation of Disk Filters	4	EA	\$ 150,000.00	\$ 600,000.00
1.3	Pump Replacement	4	EA	\$ 10,000.00	\$ 40,000.00
1.4	Concrete Settling Tank	2	EA	\$ 50,000.00	\$ 100,000.00
1.5	Concrete Holding Tank	2	EA	\$ 50,000.00	\$ 100,000.00
					\$ 980,000.00

## Outside Costs

Item Number	Item Description	Quantity	Unit	Unit Price	Cost
3.1	Electrical / Controls	2	EA	\$ 40,000.00	\$ 80,000.00
					\$ 80,000.00

## Construction Cost Summary

General Contract Cost	\$	1,580,500.00
Electrical / Controls Contract Cost	\$	80,000.00
Sub-Total Construction Cost	\$	1,660,500.00
Construction Contingency	\$	249,075.00
<b>TOTAL CONSTRUCTION COST W/ CONTINGENCY</b>	<b>\$</b>	<b>1,909,575.00</b>
Engineering, Bidding, & Construction Services	\$	332,100.00
Administration, Financial, & Legal Services	\$	83,025.00
<b>Total Estimated Project Development Cost</b>	<b>\$</b>	<b>415,125.00</b>
<b>Total Estimated Project Cost</b>	<b>\$</b>	<b>2,324,700.00</b>
<b>Total Estimated Project Cost (Rounded)</b>	<b>\$</b>	<b>2,325,000.00</b>

# MRB|group

Project Title: T. Byron - WWTP Effluent Disinfection Improvements  
 Project No.: 0204.20001  
 Date: August 11, 2021  
 Engineer: Jonathan D. Hinman

Subject: Total project cost estimate for UV light radiation and Disk Filters at Central outfall.

## New UV System

Item Number	Item Description	Quantity	Unit	Unit Price	Cost
	UV Systems				\$ 300,000.00

## Sitework

Item Number	Item Description	Quantity	Unit	Unit Price	Cost
1.1	Removal & Disposal of Materials	10000	CY	\$ 10.00	\$ 100,000.00
1.2	Installation of Disk Filters	2	EA	\$ 150,000.00	\$ 300,000.00
1.3	Pump Replacement	2	EA	\$ 10,000.00	\$ 20,000.00
1.4	Concrete Settling Tank	1	EA	\$ 50,000.00	\$ 50,000.00
1.5	Concrete Holding Tank	1	EA	\$ 50,000.00	\$ 50,000.00
1.6	Pump Station	1	LS	\$ 40,000.00	\$ 40,000.00
1.7	South Site Piping (2-inch)	13,000	LF	\$ 30.00	\$ 390,000.00
					\$ 950,000.00

## Outside Costs

Item Number	Item Description	Quantity	Unit	Unit Price	Cost
3.1	Electrical / Controls	1	EA	\$ 60,000.00	\$ 60,000.00
					\$ 60,000.00

## Construction Cost Summary

General Contract Cost	\$	1,250,000.00
Electrical / Controls Contract Cost	\$	60,000.00
Sub-Total Construction Cost	\$	1,310,000.00
Construction Contingency	\$	196,500.00
<b>TOTAL CONSTRUCTION COST W/ CONTINGENCY</b>	<b>\$</b>	<b>1,506,500.00</b>
Engineering, Bidding, & Construction Services	\$	262,000.00
Administration, Financial, & Legal Services	\$	65,500.00
<b>Total Estimated Project Development Cost</b>	<b>\$</b>	<b>327,500.00</b>
<b>Total Estimated Project Cost</b>	<b>\$</b>	<b>1,834,000.00</b>
<b>Total Estimated Project Cost (Rounded)</b>	<b>\$</b>	<b>1,835,000.00</b>

August 11, 2021

Supervisor Peter Yasses and  
Town Board Members  
Town of Byron  
7028 Route 237, P.O. Box 9  
Byron, NY 14422

**RE: PROPOSAL FOR PROFESSIONAL SERVICES  
TOWN OF BYRON WASTEWATER TREATMENT PLANT (WWTP) DISINFECTION  
DISINFECTION AND TREATMENT SYSTEM - ENGINEERING REPORT UPDATE**

Dear Supervisor Yasses and Town Board Members,

MRB Group is pleased to provide you with a proposal to update the Preliminary Engineering Report (PER) for the Town of Byron WWTPs. The update to the PER will provide options for the replacement of the aging WWTP systems at each outfall.

## **I. Background**

In January of 2020 MRB Group began working on the PER to comply with the requirements established in the NYS DEC correspondences dated March 1, 2019, and October 4, 2019. On March 30, 2021, the Town received a third letter from DEC notifying the Town of additional changes to the WWTPs Permits. Following a meeting with the Town Supervisor, Camden Group (WWTP System Operator), and MRB Group, it was discussed that due to the permit changes, required improvements, testing changes, and life cycle of the WWTPs that replacement of WWTPs should be considered. The update to the PER will evaluate the options to update or replace the existing WWTPs to increase the life of the systems and stay in compliance with the requirements of the NYS DEC.

## **II. Scope of Services and Compensation**

MRB Group will provide the following scope of services necessary to complete the Engineering Report in accordance with the NYS DEC requirements. This will include:

1. Evaluate the WWTPs, process components.
2. Evaluate the existing processes, systems, equipment and provide a scope of work for possible improvements.
3. Evaluate possible upgrades, improvements, or replacements needed at the WWTPs.
4. Perform a preliminary cost estimate for the recommended improvements.
5. Update of Draft Report
  - a. MRB Group will include updates in our draft of the report and format it in accordance with the requirements identified in Recommended Standards for Wastewater Facilities (2014 edition) and New York State Environmental Facilities Corporation (NYSEFC) recommended report layout.
  - b. Provide a review with the Town and treatment plant operator to discuss findings and recommended improvements.
  - c. Incorporate comments from the meeting into the final report.
6. Update of Final Report
  - a. MRB Group will prepare a final report and distribute it to Town and NYS EFC/NYS DEC.
  - b. MRB will provide three (3) copies and an electronic PDF copy of the final report to the Town for their use.

**III. Fee**

MRB Group shall complete the tasks noted above for the following:

**Total Compensation..... \$12,800.00**

*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.*

**IV. 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. Laboratory Testing.
- B. Preparation of grant funding applications.
- C. SEQR documentation/coordination.
- D. Geotechnical investigation.
- E. Archeological investigation.
- F. Topographic Survey and Boundary.
- G. Wetland/biological investigation.
- H. Hazardous Material Survey.
- I. Design or preparation of construction documents.
- J. Regulatory permitting.
- K. Stormwater Pollution Prevention Plan (SWPPP).
- L. Complete WWTP process evaluation, performance, and mass balance evaluation based on current flows and loadings.

**V. Commencement of Work**

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

**VI. 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 continued consideration of our firm.

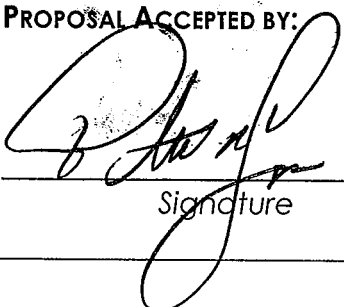
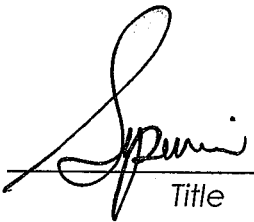
We look forward to working with you on this project.

Sincerely,

  
Jonathan D. Hinman P.E.  
Project Manager

  
James J. Oberst, P.E., LEED AP  
Executive Vice President/C.O.O.

\\mrbgroup.prv\Admindata\630006\Ltrs-Proposals\2021\jdh-Byron WWTP PER 2.doc

<b>PROPOSAL ACCEPTED BY:</b>		
		8-11-21
Signature	Title	Date

**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.



# Barefoot Septic & Sewer, Inc.

2920 Telephone Rd., Caledonia, NY 14423

585-538-4886, 585-538-4408fax

www.barefootseptic.com

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August 2, 2021

Town of Byron

Office of Town Clerk attn: Debra Buck-Leaton

7028 Byron-Holley Rd. (Rte. 237)

PO Box 9

Byron, NY 14422

Phone: 548-7123 x 10

Shaun Dempsey: 322-0006

fax: 548-2812

sewerdept@byronny.com

Re: Septic Tank Replacements @ Byron Trailer Park, Swamp Rd., Byron, NY 14422

We propose to replace the septic tanks for the individual homes at the above mentioned location. We will pump and remove the existing septic tanks. We will install new 1000 gallon two-compartment concrete septic tanks in the individual yards with Zabel effluent filters installed in the outlet baffles. We will connect to the existing inlet and outlet pipes. We will repair and re-seed the disturbed areas. We will do this work for the price of \$4,385.00 per tank (per home).

The terms for this work will be payment due upon completion. If you are in agreement with this proposal, please sign below and return this letter to us for scheduling. We look forward to working for you.

Respectfully,

*Scott Barefoot*

Scott Barefoot

Signed \_\_\_\_\_

date \_\_\_\_\_

*August 11, 2021*

S & S EXCAVATING & BLACKTOP, INC.  
 2164 ANGLING ROAD  
 CORFU, NY 14036

# Estimate

Name/Address
camden group 9008 ny - 13 camden, ny 13316

Date	Estimate No.	Project
07/29/21	162	

Item	Description	Quantity	Cost	Total
SEPTIC	SEPTIC TANK REPLACEMENT PER TANK		5,250.00	5,250.00
	DIG OUT OLD TANKS AND HAUL AWAY DEBRIS/SPOILS			
	1000 GALLON TANK			
	EFFLEUNT FILTER(TUFF TITE RECOMMENDED ZABEL TENDS TO LET MORE DEBRIS TO PASS BY) AND DOWN PIPES			
	CLEAN #1 STONE FOR BASE AND BACK FILL			
	FULL RESTORATION TO LAWN WITH TOPSOIL AND SEED. (SOD IF CLIENT PREFERS IT FOR ADDITIONAL PRICING.)			
			8.00%	0.00
			<b>Total</b>	<b>\$5,250.00</b>

**A.D. CALL & SONS EXCAVATING & TRUCKING, INC.**  
**6400 MAIN ROAD PO BOX 60**  
**STAFFORD, N.Y. 14143-0060**

**PROPOSAL**

August 10, 2021

Town of Byron  
Attn: Sean Dempsey  
7028 Route 237  
Byron NY 14422

Re: Septic Tank Replacement at the Byron Trailer Park

Dear Sean:

A.D. Call & Sons Excavating & Trucking, Inc. proposes to complete the site work for the above stated job as listed below:

Pump out and remove existing Septic Tank  
Provide and install (1) new 1,000 gallon Non-Traffic (2) compartment concrete  
Septic Tank with concrete below grade covers, (1) new Zabel A-1800 filter, and  
connection to existing septic system  
Restore area disturbed by our work-including 4 inches of imported top soil, rake,  
and seed

For a total price per Septic Tank of \$ 6,950.00 (Six thousand nine hundred fifty and 00/100  
dollars)

**\*\*\*Notes:**

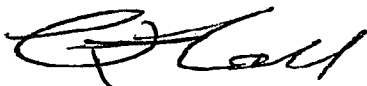
We have included Prevailing Wages in our proposal

We have not included NYS Sales Tax

All materials meet GCHD requirements with concrete covers below grade

Should you have any questions regarding the above quote please feel free to contact me  
at the number listed above.

Sincerely,



Quentin Call  
President  
QC;ml

**NEW YORK MAIN STREET PROGRAM  
PARTICIPANT GRANT AGREEMENT**

This Agreement is made effective as of the 11<sup>th</sup> day of August, 2021, by and between The Town of Byron ( TOB) (“LPA Abbreviation if applicable”), with an office at 7028 Byron-Holley Road Byron New York 14422, and Twilight Property BH LLC ( Candace Hensel) (“Owner”), residing at or having a principal place of business at 6874 Byron Holley Road Byron NY 14422.

**WITNESSETH:**

**WHEREAS**, Town of Byron has entered into an Agreement with the New York State Housing Trust Fund Corporation (“HTFC”) to distribute and administer funds for projects under the New York Main Street Program (“Program”) to eligible properties selected in accordance with Program guidelines; and

**WHEREAS** Town of Byron must administer the distribution of grant funds to the Owner, for the project in accordance with all the terms and conditions of their Grant Agreement with the HTFC, Article XXVI of the Private Housing Finance Law and the regulations promulgated thereunder, and the HTFC’s applicable rules, regulations, policies and procedures, as amended from time to time.

**WHEREAS** the Owner intends to complete a feasibility study of the property located at 6874 Byron-Holley Road Byron using funds to be provided through the Program being administered by TOB

**NOW, THEREFORE**, The Town of Byron and the Owner agree as follows:

1. **Term.**

The period of performance for all activities assisted pursuant to this Agreement shall be 8 months, commencing on the effective date of this Agreement and ending on Feb. 28, 2022 (“Term”), unless sooner terminated as provided for herein. The Owner is required to engage a contractor and begin construction or within thirty (30) calendar days of Town of Byron approval.

2. **Owner’s Representations.**

The Owner hereby expressly represents that he/she/it is the owner of the premises designated herein for improvement and rehabilitation and that, as the Owner, he/she/it has all lawful authority required to execute this Grant Agreement, which shall be binding upon the Owner and/or its successors and assigns.

3. **Project Costs.**

a) The Owner is required to obtain at least two bids for each separate construction project or professional service to establish the reasonableness of project costs. All bidders must have equal access to relevant information, including information on the property itself. The process shall be free of collusion or intimidation. All quotes shall be received directly by the Town of Byron. The Town of Byron will advise the Owner of acceptability of bids/proposed cost. If the Owner chooses other than the lowest bidder, re-imbursement will be based on the amount of the lowest bid.

- b) Eligible contractors shall be those selected from any list maintained by the Town of Byron, or otherwise approved. To be eligible, a contractor must provide references and proof of adequate and proper insurance coverage.
- c) Owners and/or family members shall not be involved in the bidding process. The Owner must obtain written consent from the Town of Byron prior to performing their own renovations and/or hiring a family member to perform renovations. In cases where an Owner or family member is selected to perform renovations, the Owner will be reimbursed only for the cost of construction materials.
- d) The Town of Byron agrees to reimburse the Owner for a percentage of project costs described in the agreed upon Scope of Work attached as Attachment A. Any modification, amendment or rescission of project costs must be requested in writing, and approved in writing by the Town of Byron.
- e) The maximum amount of Program funds to be provided to the Owner is NYMS Award Amount of \$19,950.

4. **Reimbursement.**

- a) The Program operates fully as a reimbursement program and the Owner is responsible for paying for all agreed upon repairs and/or services, and payment of grant funds will be made only upon satisfactory completion of building projects or study and payment of renovation expenses or study expenses.
- b) No reimbursement shall be paid to the Owner pursuant to this agreement until a final inspection of the work has been completed by the Town of Byron, its representative(s) or agent(s). All completed work shall comply with all applicable building codes and standards.
- c) To substantiate work costs, Owners must provide written contracts, bank documents, copies of invoices for materials and labor, cancelled checks, lien releases, and any other documents deemed necessary by the Town of Byron to maintain effective internal controls. Cash payments will not be reimbursed.
- d) The payment of any amount(s) due and payable by the HTFC through the Town of Byron to the Owner, as a reimbursement pursuant to this Grant Agreement for work completed shall be payable within forty five (45) calendar days after all work is satisfactorily completed and sufficient supporting documentation is provided to the HTFC.

5. **Inspection of Work: Unsatisfactory Work.**

The Owner agrees that the Town of Byron shall at all times have access to the job site and premises for the purpose of inspecting and reviewing the renovation work. In the event that the Owner or the Town of Byron shall determine at any time that there exists unsatisfactory work, the Owner shall notify the contractor in writing of the existence of such (sending copies to the Town of Byron and any other interested parties), and the contractor shall correct such work within twenty (20) calendar days after receipt of said notice. In the event that the contractor fails or refuses to complete such corrections in the work within said period of time the Town of Byron shall have the right to cancel this Grant Agreement and, upon such cancellation, shall have no obligation to provide any reimbursement for the work completed.

6. **Regulatory Period.**

The Owner, for a period of five (5) years from project completion ("Regulatory Period"), shall take all necessary steps to ensure that the property improved under the Program is

maintained in good condition. Residential units improved under the Program that become vacant during the Regulatory Period must be marketed, and made affordable, to persons of low income, which is defined as persons and families whose incomes do not exceed ninety percent (90%) of the median income for the metropolitan statistical area in which the properties are located. This requirement is met through a rent limit imposed on the assisted units during the Regulatory Period. Annual Rent Limit tables are prepared by NYS Homes and Community Renewal ("HCR").

It is essential that Owners ensure that their properties remain free of lead hazards after compliance has been documented. The Owner agrees to maintain paint in all residential spaces using lead-safe work practices for the five year Regulatory Period. The Owner or a representative should visually assess the property on a routine basis, and whenever the occupant reports loose, peeling or damaged paint. The property owner may elect to hire a lead inspector to perform this assessment.

The Owner of a property improved under the Program ("Assisted Property") will be required to execute a Declaration, in the form attached as Attachment D, which shall be filed in the County Clerk's Office for the county in which the Assisted Property is located. The Owner agrees to maintain the Assisted Property in compliance with the terms of this Grant Agreement, throughout the Regulatory Period. The Owner shall further declare that in the event of any non-compliance or sale of the property, the amount of grant funds distributed shall be subject to repayment, the amount of which shall be calculated and determined in accordance with an annual declining balance method based upon the five (5) year enforcement period, as shown on the Declaration. The Owner further acknowledges and agrees that the LPA shall have the right, pursuant to its agreement with the HTFC, to inspect the Assisted Property to monitor the Owner's compliance with this requirement.

7. **Reports and Access to Records.**

During the Term and the Regulatory Period, the Town of Byron will require an annual inspection and confirmation of rent limits for assisted residential units. The Owner further agrees to provide the Town of Byron with reports or records in such form, content and frequency as required by the Town of Byron and the HTFC.

8. **Termination.**

In the event the Program or the Town of Byron shall for any reason cease to exist or terminate prior to the completion of the work to be performed as specified in this Agreement, or in the event the Owner shall die, or the ownership of the building changes prior to the completion of such work, the Town of Byron may terminate its obligation(s) hereunder to the Owner by reimbursing the Owner (or its heirs or successors) for the work satisfactorily completed prior to the date of any such termination, death, or change in ownership. Upon such payment to the Owner, the Town of Byron shall be released and discharged from any further claim on behalf of the Owner pursuant to this Grant Agreement. Any remaining funds of the Owner held by the Town of Byron shall be released and discharged from any further claim on behalf of the Owner and returned to the HTFC.

9. **Compliance with Local Laws and Codes.**

Any contract or agreement to be executed relative to the work contemplated by this Grant Agreement shall require that the Owner give all notices required by, and comply with, all

applicable laws, ordinances, regulations and codes of the City/Town/Village of Byron, the State of New York, and the United States, and shall at its own expense, secure and pay the fees or charges for all permits required for the performance of the work.

**10. Notice of Investigation or Default.**

The Owner shall notify the Town of Byron within five (5) calendar days after obtaining knowledge of: (i) the commencement of any investigation or audit of his/her activities by any governmental agency; or (ii) the alleged default by the Owner under any mortgage, deed of trust, security agreement, loan agreement or credit instrument executed in connection with the project; or (iii) allegation of ineligible or prohibited activities. Upon receipt of such notification, the Town of Byron and the HTFC may, in its discretion, withhold or suspend payment of Program funds for a reasonable period of time while a review of activities and expenditures is conducted.

**11. Default.**

- (a) If an Event of Default as defined below shall occur, all obligations on the part of the LPA to make any further payment of Program funds shall, if the LPA so elects, terminate and the LPA may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the LPA may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- (b) The following shall constitute an Event of Default hereunder:
  - (i) if the Owner fails, in the opinion of the LPA, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or federal law or regulation, or the Program policies and procedures established by the HTFC or the LPA;
  - (ii) if at any time any representation or warranty made by the Owner shall be incorrect or materially misleading;
  - (iii) if the Owner has failed to commence the improvements as specified in Attachment A- Scope of Work in a timely fashion or has failed to complete such improvements within the Term.
- (c) Upon the happening of an Event of Default, the LPA may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the LPA from pursuing any other remedies contained herein or otherwise provided at law or in equity:
  - (i) Terminate this Agreement, provided that the Owner is given at least ten (10) business days prior written notice.
  - (ii) Withhold or suspend payment of Program funds.
  - (iii) Recapture any Program funds disbursed to the Owner on a pro rata basis over the Regulatory Period. The amount to be recaptured shall be determined by reducing the original amount of Program funds disbursed to the Owner by one fifth (1/5th) for each year of the Regulatory Period the Owner was in compliance with this Agreement.
  - (iv) Exercise any corrective or remedial action, to include, but not be limited to, advising the Owner to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Owner to reimburse the LPA and the HTFC for the amount of Program funds expended or used in an unauthorized manner or for an unauthorized purpose.



(d) In the event this Agreement is terminated by the LPA for any reason, or upon the closeout of the Program, the LPA shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the LPA of its obligation to pay for services properly performed by the Owner prior to such termination. Notwithstanding any such termination or closeout, the Owner shall remain liable to the LPA for any unspent Program funds, the expenditure or use of Program funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Owner. The LPA shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Program funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

12. **Indemnification.**

Any contract or agreement to be executed in furtherance of this Grant Agreement shall require the contractor to defend, indemnify and hold harmless the Owner, the Town of Byron and the HTFC from liability for any claim for injury or damages to persons including the contractor and his/her employees, subcontractors and agents, or property, resulting from any work performed under this Agreement.

13. **Assignment.**

The Owner shall not assign this Grant Agreement without the prior written consent of the Town of Byron and any such request for assignment of said Grant Agreement must be addressed to the Town of Byron, 7028 Byron Holley Rd Byron NY 14422.

14. **Waiver of Liability.**

Nothing in this Agreement nor any act of the Town of Byron, HCR or the HTFC, including but not limited to, an inspection of work, approvals given, permits issued or payments made, shall be construed as a warranty for the work performed under this Grant Agreement, and the Owner hereby expressly waives any such claim.

15. **Property Release.**

The Owner agrees to complete a written consent, in the form attached as Attachment E to permit the Town of Byron and the HTFC to publish photographs of assisted properties for promotional or public relations purposes.

16. **Modification and Amendment.**

This Agreement shall be construed under the laws of the State of New York and may be modified or amended only by a written instrument executed by both the Owner and the Town of Byron.

17. **Attachments:**

The following attachments are hereby incorporated into this agreement and the Owner shall adhere to the provisions contained therein.

Attachment A – Scope of Work (Schedule A of 2020 Awarded Budget and Projected Accomplishments)

Attachment B – Copy of Owner's Application for NYMS Assistance (Letter to Planning Board)

Attachment C – Program Rules and Design Guidelines (Not applicable)

Attachment D – Draft NYMS Property Maintenance Declaration (Not applicable)  
Attachment E – Property Release Form ( Letter from Property Owner)

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year set forth above.

**LPA**

Signature → \_\_\_\_\_

Printed Name:

Title:

Date:

Owner

Signature → \_\_\_\_\_

Printed Name:

Title:

Date:

# Candace E. Hensel



6874 Byron Holley Rd. Byron NY 14422

585-739-2836  
lizbinee@yahoo.com

1/7/21

Dear Town of Byron Planning Members,

If you remember a past meeting there was lengthy discussion regarding "hamlet" revitalization and promoting of mixed-use buildings, and the possibility of grant funding. This was not the first discussion, as it was a topic during the creation of the Byron comprehensive plan revision (2019). After that meeting in November, notice was given that Main Street Grant applications for the 2020 would be accepted after Nov.25,2020 with a deadline of Jan 15,2021. Two workshops were provided by New York Homes and Community Renewal (NYHCR) to guide interested parties thru the application. Councilman Josh Kent and I attended both the workshops. Those workshops were held on Dec.4 and Dec.11. From those workshops and the information, we gathered, we agreed that in the time allowed for application submission that applying for the NYMS Technical Assistance grant (\$20,000) would be the most beneficial to Byron at this time. Upon consulting with the town Supervisor, Councilman Kent was told that there were inadequate funds to warrant hiring a grant writer to complete and submit the application. I offered to attempt to complete the application.

In reviewing the guidelines and eligibility requirements of applications, some adjustments have been made to complete this application in a timely manner. The most notable being, instead of applying for a target area to use the assistance funds, the application has been written to utilize the grant funding on one building, The Byron Hotel. As this may seem biased, perhaps it is, with so little time and no assistance, applying for any funding for the Town to begin a "revitalization" effort was the goal. The funds, if awarded, would be used on a feasibility study of the building and its mixed-



use potential in the future and all the studies associated with this. I am hoping to be able to continue commercial operations on the first floor and utilize the second and third floor as residential units, up to four and a future application for Main Street funding for an Anchor Building grant (up to \$500,000) The grant funding is a reimbursement process, and I will secure funding so that all the costs of the study will be paid by me until monies are released. Any administrative costs of the grant, I ask the Town to incur and act as administrator of the awarded grant. Two of the criteria being "shovel ready" for a project and have matching funds toward the grant secured.

This past year of Pandemic life has taken its toll on the business of the Byron Hotel. But as this situation comes to pass, my hope is to ensure the building can stand and continue to be a coveted piece of the Town of Byron and the process of utilizing funds available to assist in the preservation and revitalization of our town are pursued. A journey starts with a single step, and if Byron does not step at all it will go no-where.

I am asking at this time, that the Town of Byron Planning Board write a letter of support for the application I am drafting, and it be submitted to the Town Board. Also recommend that Byron Town Board members pass a resolution at next week's meeting to enable the application to be submitted.

This is a brief summary since the last Planning Board meeting, the application is due next Friday, I still have much to complete for the application, and support by the Planning Board would be helpful. I will gladly answer any questions or provide information please just ask. I am not going to burden you with any attachments, as I found many do not have the time to look at.

I will be attending the Zoom meeting tonight. Please email me any questions after reading this and I will provide documentation or have answer for tonight.

In advance I thank you for your consideration.

Warm regards,  
Candace E. Hensel



**Schedule A**  
**2020 Awarded Budget & Projected Accomplishments**  
**Town of Byron**  
**Byron Hotel Building Preservation and Reuse Study**

SHARS ID: 20210086

**Award Budget**

**Funding Sources**

	<u>Amount</u>
New York Main Street (NYMS) Award	\$19,950
Other Sources	\$1,000

**Projected Accomplishments**

Activity and Deliverable/s	Start Date	Estimate Completion Date	Cost	NYMS-TA Cost	Estimated Payment Request Date
Procure Professional Services - Request for proposals (RFP) for professional services; - Selection of consultant/firm.	05/01/21	07/01/21	-	-	N/A
Building Re-Use Analysis - Structural assessment of existing conditions; - Code analysis; - Feasibility study; - Cost estimates; - Financial analysis.	08/01/21	11/01/21	\$20,950	\$19,950	12/01/21
Project Closeout - Final recommendations and reports to HTFC and property owner.	11/01/21	01/01/22	-	-	N/A
<b>Total Costs</b>			<b>\$20,950</b>	<b>\$19,950</b>	

**Target Area**

The project site is 6874 Byron-Holley Road in Byron, New York.

**Program Compliance**

The term Local Program Administrator or LPA shall refer to the Town of Byron, the recipient of Housing Trust Fund Corporation (HTFC) NYMS program funds.

- The LPA must endeavor to meet the Projected Accomplishments. Any defect or departure from the proposal must be requested and approved in writing.
- NYMS-TA funds may only be requested for reimbursement for eligible project costs incurred within the grant period pursuant to the NYMS-TA grant agreement. Prior to commencing the project, the LPAs must review the eligible work items, project budget, and project timeline with OCR staff. The NYMS-TA program operates fully as a reimbursement program and payment will be made only upon satisfactory completion of identified deliverables.
- Requests for NYMS-TA funds shall not exceed 95% of the total project cost documented by invoices and payments. NYMS-TA Projects require a minimum of 5% cash match, in-kind match is ineligible and administrative expenses are not eligible for reimbursement.

- LPA must incorporate provisions from Grant Agreement Section 26 in solicitation materials and final deliverables:
  - (a) Materials produced pursuant to this Agreement shall be provided to the Corporation upon project completion and prior to reimbursement of Project Costs.
  - (b) Materials shall be provided to the Corporation in electronic format only.
  - (c) Materials produced pursuant to the Agreement are property of the Corporation and the Corporation reserves the right to modify and distribute such materials.
  - (d) All contracts between the Recipient and providers hired to produce Project materials must include a provision requiring Project materials to be explicitly labeled as works for hire and exclusive property of the Recipient and the Corporation;
  - (e) Materials produced shall be clearly labeled with the Project Number and the following statement: "Developed with funding assistance from Housing Trust Fund Corporation and NYS Homes & Community Renewal. Document is property of Housing Trust Fund Corporation and *Recipient organization.*"

Candace E. Hensel



Street Address, City, ST ZIP Code

Telephone

Email

8/11/2021

I, Candace E Hensel, sole member of Twilight Property BH LLC, the owner of 6874 Byron Holley Rd. Byron NY 14422 give permission to the Town of Byron and the HTFC to publish photographs for promotional or public relations purposes.



## DISCLAIMER

This sample grant agreement is provided for illustrative purposes only and should not be construed as an offer of legal advice or counsel. Nothing herein constitutes the establishment of an attorney client relationship between you and any attorney involved in the drafting of material included in this sample grant agreement. The Housing Trust Fund Corporation ("HTFC") makes no claims, promises, or guarantees about the accuracy, completeness, or adequacy of any information contained in this sample. Therefore, you should not use this sample grant agreement without first consulting an attorney.

## GENERAL RELEASE AND WAIVER

By utilizing this sample, you: (i) assume full responsibility for any loss, damage, or liability resulting from the use of this sample Grant Agreement; and (ii) release HTFC and the authors of the sample grant agreement, their contributors, agents, licensees, successors and assigns from any and all known or unknown claims, demands or causes of action that may arise, at any time, out of or relating to your use of the sample grant agreement.





BERGEN, NY

July 12, 2021

VIA EMAIL

Town of Byron  
7028 Byron-Holley Road  
Byron, NY 14422

RE: NYMS-TA Preservation and Redevelopment Study: Byron Hotel

Dear Town of Byron,

Thank you for the opportunity to submit our application to participate in the Preservation and Redevelopment of the Byron Hotel study. The Byron Hotel building represents amazing opportunity to modernize and revitalize the corner of 262 and 237.

We work with many local architects throughout Upstate New York who are familiar with navigating the historic design of building similar to the Byron Hotel.

Over the past 15 years our track record with numerous builders and developers have completed numerous multi-family housing, which include multiple projects with historical preservation was a key part of the project.

**PROCEDURE**

The Architect that is hired will communicate directly with the owners, mechanical and structural engineers to create the most economical and time sensitive plan.

**EXPERIENCE WITH GRANTS AND NYMS PROGRAM PLUS REFERENCES**

Our business does not write grants.

**EXPERIENCE + REFERENCES HISTORIC INN.**

The Architect that is hired will be required to have some Historical Inn knowledge.

8289 Sacket Road, Bergen, New York 14416  
(585) 415-0195



BERGEN, NY

**STUDY COST:**

A not to exceed \$25,000.00 budget for a comprehensive report containing, initial assessment of the site and general conditions of the building, with the advice of the local municipality and owner for the design and renovation of the building.

Code Analysis, ADA accessibility with any building renovation project current code and ADA will be taken into consideration

Project Estimate shall include the cost for above

**TIMELINE:**

Our timeline to start will be September 20, 2021.

Our proposal total for the above services is \$25,000.00. We will require 30% down with monthly progress payments and the balance due upon completion of the study.

It was pleasure to submit this proposal, please sign and return upon approval meets with your approval.

Thank you for the opportunity!

Sincerely,

Acceptance:

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Date



July 12, 2021 **Timeline section revised August 2, 2021**

Debra Buck-Leaton, Town Clerk  
Town of Byron  
PO Box 9, 7028 Byron-Holley Road  
Byron, NY 14422

re: NYMS-TA Preservation and Redevelopment Study: Byron Hotel

Dear Debra, Town Council and Candace,

Thank you for the chance to submit our qualifications. The iconic Byron Hotel building represents a valuable opportunity to modernize and revitalize a prominent cornerstone in the community - and bolster the economic viability of this key historic structure.

Our attached project examples demonstrate a fraction of our experience - from modest accessibility improvements, to signage and facade design services to full-on building rehabs that leverage the wide array of incentives and navigate the historic, environmental, and financial parameters that often go along with them. We've worked on NYMS-funded scopes from well over \$1 million down to signage and facade improvements.

As we have demonstrated through our history of work in the region, we have been part of all angles of revitalization. We are especially experienced in the art of renovating older, historic, mixed-use buildings. We excel in navigating the politics as well as the dynamics of diverse downtown owners and their priorities and have done so time and again when working for clients and communities across New York State.

#### **ARCHITECT AS PROPERTY OWNER**

*Significantly, we've also bought, rehabbed, construction-managed, and now own and operate successful downtown buildings totalling over 40,000 sf.* I want to pause here and emphasize the distinctiveness of this skill set - we have unique insights gleaned from the "owner" perspective and an unmatched intimacy (and long view) regarding the costs and benefits of various early decisions. We also have, as a result, worked more closely and continuously with contractors than a typical architectural practice. And, we have more direct experience regarding NYMS funding and tax credits, since we've been recipients multiple times. Our clients benefit from this, through design solutions that are better able to anticipate the functional, architectural, financial, and operational implications of each decision.

#### **PROCESS**

Our experience indicates the best odds of success will occur if the process engages the property owner, town leaders and others with a vested interest in the project and the community's vitality. *This is not about simply evaluating a building, but also about evaluating the people involved.* A necessary component of developing a viable, implementable plan is establishing expectations on the ground, and listening carefully.

Our typical process begins with a kickoff where existing conditions are measured, general condition is assessed, and stakeholders are interviewed. From there, our team draws up the existing plans and can begin developing a code review and cost analysis to understand the implications of the proposed ideas - creating a feedback loop that informs the design as more information about funding, code, and condition is discovered. This iterative technique allows the owner to not only be directly involved in the design process, but also take ownership in the deliverables and findings.

**And, this is what we at I.S:A do.** Our Downtowns Studio aims directly at providing the kind of hands-on expertise that will be so important. As you will see, we work with villages and small cities across New York State, cross-pollinating the most relevant, up-to-date strategies and ideas, programs and organizational tools. This is the value-added service that we will bring, on top of the actual redevelopment study that you seek.

## EXPERIENCE WITH GRANTS AND NYMS PROGRAM PLUS REFERENCES

In addition to dozens in Geneva and Perry where our offices are, here are some others with references:

### EXPERIENCE + REFERENCES

- HISTORIC INN. An example of an in-depth analysis of a single building and its options for re-use is for the Avon Inn, where our study helped attract a buyer and ultimately a \$500,000 Restore NY Grant. This work involved the renovation of a historic inn with new event/kitchen/accessibility considerations for the entry level, as well as new layouts for the upper floors for guests as well as several apartments. Livingston County was the client for this, for another NYMS-TA involving the American Hotel in Lima you should ask about, plus dozens of building re-use analyses, facade improvements and downtown guidelines for your nine villages over the past decade. For a reference, contact Maureen Wheeler, Deputy Director Livingston County Economic Development, o. 585 243 7124
- BOUTIQUE HOTEL. Reach out to the Director of PRIDE **Ticonderoga**, for whom we completed a re-use analysis and business plan for a 3-story, 19,000 sf downtown historic anchor as a boutique hotel with mixed use 1st floor, with tax credits and a NYMS anchor grant for the owner firmly in mind. We're now helping the owners get it listed on the National Register. *The new director of PRIDE is Donna Wotton, 518 543 6782, cell 415 385 4544. She replaces Maria Tedford who oversaw our work, but she'll be familiar with the results, and we've since executed another NYMS-TA grant for 4 more properties in Ticonderoga with Donna.*
- VARIETY OF DOWNTOWN BUILDINGS. In Batavia, we've been involved for a decade. We provided administrative and architectural support for their 2012 NYMS grant, as well as served as architects on the City's 2017 DRI consultant team where we dove deep on four projects of a similar size and complexity. In 2018 we were commissioned to produce their Downtown Design Handbook. We also were the architectural consultant for their \$600,000 Building Improvement Fund (BIF) - administered through the same state agency and the same rules as a NYMS target area grant. We provided feasibility work for a number of mixed use buildings. As an additional value, we met one-on-one with owners before applications were finalized to provide concept plan drawings, renderings, and preliminary code review and cost estimation as needed to ensure the applications were strong and would score well. Afterwards, we went through the process of coordinating environmental reviews, CRIS submissions, and were available to assist with bidding review. For a reference call Rachael Tabelski, City Manager of Batavia, 585.345.6334, MIXED-USE.
- MIXED USE. A last example is in **Brockport** where we completed a detailed, NYMS-TA grant-funded feasibility study work for a 10,000 sf, canalside, former warehouse that had been resistant to development efforts for decades. We studied numerous possible uses, assessed the structural viability of various portions of the building relative to their income potential, interviewed stakeholders from the Village, College and neighborhood, and studied solutions to zoning and parking challenges that would face certain uses. Our final recommendations included business planning and cash flow analysis, with a focus on Rehabilitation Income Tax Credits, as well as identifying funding sources. Jo Matela, Greater Brockport Development Corporation chair, c.585 737 4709, jomatela@rochester.rr.com

We've completed more typical grant-funded building re-use analyses like what you are requesting, including design, code and cost estimating for over a hundred buildings in places like Bergen, Penn Yan, Seneca Falls, North Hempstead, Geneva, Buffalo, Perry, Geneseo, Batavia, Camden, LeRoy, Whitehall, Bergen, Leicester, Attica, Oriskany Falls, Groton, Fair Haven, Massena, and Lyons. These are some of the communities and work of I.S:A over the past decade.

### PROJECT DELIVERABLES:

For your stated budget of \$20,950, we propose to provide a comprehensive report containing the following:

1. **Initial structural/condition assessment of the building**
  - a noninvasive visual evaluation to determine the magnitude of investment needed to position the building for long-term productive use. If we identify items requiring additional analysis, we can seek authorization from you to bring in a specialist if that is important to nailing down the construction costs further.

## **2. Building Design & Feasibility Study**

- With your guidance, we will evaluate multiple design alternatives for potential renovation strategies, evaluate the scope in light of the total budget and in consideration of any grant, the likely timeline, and consider revisions/recommendations based on the best cash flow analysis. We will prepare concepts based on the above as well as any changes in tenant use or space needs you indicate. We will thoroughly organize the multitude of parameters to ensure proposed designs have the highest chance of success in all facets of the process, from grant funding to return on investment.

## **3. Code Analysis, ADA accessibility**

- Due to the unique condition of the building and its occupancy, as well as its age, there will be some level of change required for the renovated space to meet building code and accessibility requirements. We will do preliminary code review for the designs we propose during this process, which will inform cost projections and feed into the overall final project deliverable. We will look at numerous elements such as egress requirements, sprinklers, fire separations, and any other relevant areas that need be studied.

## **4. Schematic Design level deliverables for the entire building**

- We will provide full floor plans for both the existing conditions AND the proposed usage for all three floors of the building - along with a facade rendering of how the exterior could also be renovated. This will include full scopes of work written out for the entirety of the project as well.
- **As outlined in your RFP, we will have improvement concepts for the first floor business ready to support your grant application by August 20th, 2021.**

## **5. Construction Budget**

- that includes projections per all the above, construction-period insurance and bridge financing and taxes due on grant funds for the entirety of the scope of work along with financing options.

## **6. Tax Credit Implications**

- We will provide research to determine the probability of the scope of work proposed being consistent with Secretary for Interior Standards and the building being eligible for tax credits.
- We will evaluate ways that tax credits could be deployed, including:
  - a closely held entity
  - a broader-based LLC
  - using the tax credits between investors
  - selling (syndicating) the tax credits and using the up-front cash towards your capital
- Two options will be studied to help you compare costs and benefits of several approaches

## **7. Summary of funding opportunities and future grant implications**

- We will provide review of the grant terms and limitations and "costs."
- This will include the cost of borrowing money for the grant-funded work until the reimbursement is approved at the very end.
- This will also include recommendations regarding the taxability of the grant funds and how to account for them in the project budget as well as how to minimize them based on various accounting strategies, some tied to the tax credits, some tied to the phasing of work.

## **8. Financial Analysis & Cashflow Projections**

- We would explore current funding sources and commitments, financing gaps, secondary sources, bridge loans, property tax incentives, along with the cash flow implications of how we treat those historic rehabilitation tax credits (and the costs and benefits of pursuing them) and try to assess the relative pros and cons of the different approaches.
- projections of potential rents, and potential carrying costs for operations and maintenance, cost of tax credit syndication, etc.
- an assessment of what variables will be needed to ensure a positive cash flow, what ROI can be expected given the assumptions in place at this stage, what percentage of occupancy would be required to expect a positive return.

It's part creative problem solving, part cash flow analysis, part preservation, part technical, and ultimately providing the benefit of a synthesis of all of those pieces so you can see the big picture. We include cash-flow projections based on possible available resources noted above, along with projections of the amount of capital and/or in-kind needed to be raised/provided by owners/investors, and other schematic-level assumptions. A projected rent needed to make the project viable will be calculated. This will help all involved parties assess the feasibility of the undertaking and the path to the finish line.

The ultimate report is concise, a summary of findings and the math and assumptions built in along with floor plans and elevations annotating one feasible renovation project. It will serve as a vital tool to determine your next steps, commissioning of full design services to take the project to the construction phase, and to share with anyone considering an investment in the project, as well as funding and financing source.

#### TIMELINE:

Provided we receive a signed contract and retainer by August 15th, we propose the following timeline:

- Week of August 30th or September 6th - KICKOFF MEETING 1
  - Meet with building owner and stakeholders
  - Document, measure, and draw up the existing conditions of the building.
  - Evaluate the structural condition and assess the future needs
- Week of September 27th - GRANT PROGRESS CHECK-IN
  - Present preliminary findings from the structural condition evaluation and design implications
  - Present preliminary design concepts for the first floor interior and exterior renovations
  - Get feedback and review from the stakeholder team to incorporate into revisions
- Week of October 4th - INTERIM GRANT SUBMISSION
  - Submit approved first floor interior and exterior plans and scope of work for preservation grant.
- Week of November 22nd - MEETING 2
  - Review all design material to date and discuss design options and layout alternatives with stakeholders
  - Get feedback and review from stakeholder team to incorporate into revisions
  - Strategize scope based on preliminary cost implications and funding opportunity
- Week of December 13th - MEETING 3 (FINAL)
  - Meet for a final presentation and review of all the elements within the report
  - DRAFT FINAL REPORT SUBMISSION suitable for grant closeout. From here we can still entertain any feedback you have and produce a final report for your use.

#### STEPS

We get to work on all the pieces of the study mentioned above. At the aforementioned meeting dates, we could sit down at our office or via zoom to review initial concept work and findings and gather feedback. When the draft report is ready we could send it to you electronically, as a pdf, for further discussion and for you to distribute to key players. Once finalized, we will provide 2 hard copies and a digital version. Additional hard copies can be provided at cost separate from the fee below.

I propose a lump sum fee for the above services of \$20,950, including reimbursables. We propose payments per the following installments:

Upon signing of this proposal: \$5000  
At 1/3 completion: \$5000  
At 2/3 completion: \$5000  
At full completion and delivery: \$5,950

You can expect that our analysis will have been thoroughly vetted, and the graphic deliverables have documentation and explanation, gorgeous and clear drawings and position you to have the knowledge and vision to ensure highest possible odds of success.

If this proposal meets with your approval, please sign and return this contract with the initial payment. We can then confirm a date to kick-off the project.

Looking forward to the chance to help, and thank you for the opportunity!

Sincerely,



Rick Hauser, AIA, LEED AP, Partner  
In. Site: Architecture

\_\_\_\_\_  
signature

\_\_\_\_\_  
printed name

\_\_\_\_\_  
date

**The Fine Print:** The total liability, in the aggregate, of the Architect, the Architect's officers, employees, agents, and independent professional associates and/or consultants, to the Owner and anyone claiming by, through, or under the Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Architect's services, the project, or this Agreement, including but not limited to the tort liability or breach of contract or warranty, if any, of the Architect, the Architect's officers, partners, directors, employees, agents, and independent professional associates and/or consultants, shall not exceed the total compensation received by the Architect under this Agreement.

All deliverables will include the statement "This document was produced with funds from NYS Homes & Community Renewal and Housing Trust Fund Corporation (HTFC)."

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