



CONSTRUCTION CONTRACT

**New York City
Department of
Environmental Protection**
59-17 Junction Boulevard
Flushing, New York 11373

Rohit Aggarwala
Commissioner

Joseph Vaicels
Assistant Commissioner
Agency Chief
Contracting Officer

Addendum No. 4 To The Invitation for Bids

**for Furnishing all Labor and
Material Necessary and Required for:**

Contract(s): **KENS-EAST-2**

Description: **KENSICO SITE PREPARATION**

September, 2023

**CITY OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF ENGINEERING DESIGN AND CONSTRUCTION**

TO ALL BIDDERS FOR FURNISHING ALL LABOR AND MATERIAL
NECESSARY AND REQUIRED FOR:

Contract KENS-EAST-2

**Kensico-Eastview Connection
Kensico Site Preparation**

This Addendum No. 4 is issued for the purpose of amending the requirements of the Contract Documents and is hereby made a part of said Contract Documents as though it were originally included therein. The pages of this Addendum are numbered sequentially. All Bidders should check this book carefully to verify that all the pages are included.

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ADDENDUM NO. 4
CONTRACT KENS-EAST-2

NOTE:

This Signature Page must be signed, dated, detached from the book and submitted by the bidder with his/her bid.

Rohit Aggarwala
Commissioner

I acknowledge receipt of Addendum No. 4 for: Contract KENS-EAST-2 – Kensico-Eastview Connection Kensico Site Preparation.

NAME OF BIDDER:

Signature: _____

Signed by: _____

Date: _____

ADDENDUM NO. 4
CONTRACT KENS-EAST-2

Kensico-Eastview Connection
Kensico Site Preparation

CONSTRUCTION CONTRACT INVITATION FOR BID

N/A

CONTRACT DRAWINGS (see Attachment 1)

1. Drawing KEC2-G-002.03. Removed existing and replaced with new drawing KEC2-G-002.04
2. Drawing KEC2-G-004.03. Removed existing and replaced with new drawing KEC2-G-004.04
3. Drawing KSPP-C-153.03. Removed existing and replaced with new drawing KSPP-C-153.04
4. Drawing KSPP-C-181.01. Removed existing and replaced with new drawing KSPP-C-181.02
5. Drawing KSPP-C-182.03. Removed existing and replaced with new drawing KSPP-C-182.04
6. Drawing KSPP-C-183.01. Removed existing and replaced with new drawing KSPP-C-183.02
7. Drawing KSPP-C-185.01. Removed existing and replaced with new drawing KSPP-C-185.02
8. Drawing KSPP-C-201.01. Removed existing and replaced with new drawing KSPP-C-201.02
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10. Drawing KSPP-C-212.02. Removed existing and replaced with new drawing KSPP-C-212.03
11. Drawing KSPP-C-213.02. Removed existing and replaced with new drawing KSPP-C-213.03
12. Drawing KSPP-C-214.01. Removed existing and replaced with new drawing KSPP-C-214.02
13. Drawing KSPP-C-216.03. Removed existing and replaced with new drawing KSPP-C-216.04
14. Drawing KSPP-C-219.01. Removed existing and replaced with new drawing KSPP-C-219.02
15. Drawing KSPP-C-221.01. Removed existing and replaced with new drawing KSPP-C-221.02
16. Drawing KSPP-C-234.00. Removed existing and replaced with new drawing KSPP-C-234.01

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17. Drawing KSPP-C-300.03. Removed existing and replaced with new drawing KSPP-C-300.04
18. Drawing KSPP-C-302.00. Removed existing and replaced with new drawing KSPP-C-302.01
19. Drawing KSPP-C-304.02. Removed existing and replaced with new drawing KSPP-C-304.03
20. Drawing KSPP-C-305.01. Removed existing and replaced with new drawing KSPP-C-305.02
21. Drawing KSPP-C-321.01. Removed existing and replaced with new drawing KSPP-C-321.02
22. Drawing KSPP-C-322.00. Removed existing and replaced with new drawing KSPP-C-322.01
23. Drawing KSPP-C-324.01. Removed existing and replaced with new drawing KSPP-C-324.02
24. Drawing KSPP-C-715.00. Removed existing and replaced with new drawing KSPP-C-715.01
25. Drawing KSPP-C-716.00. Removed existing and replaced with new drawing KSPP-C-716.01
26. Drawing KSPP-C-717.01. Removed existing and replaced with new drawing KSPP-C-717.02
27. Add new Drawing KSPP-C-729.00
28. Drawing KSPP-C-730.01. Removed existing and replaced with new drawing KSPP-C-730.02
29. Drawing KSPP-C-731.01. Removed existing and replaced with new drawing KSPP-C-731.02
30. Drawing KSPP-C-740.02. Removed existing and replaced with new drawing KSPP-C-740.03
31. Drawing KSEB-FP-001.00. Removed existing and replaced with new drawing KSEB-FP-001.01
32. Drawing KSEB-FP-401.00. Removed existing and replaced with new drawing KSEB-FP-401.01
33. Drawing KSEB-FP-801.00. Removed existing and replaced with new drawing KSEB-FP-801.01
34. Drawing KSEB-E-100.02. Removed existing and replaced with new drawing KSEB-E-100.03
35. Drawing KSEB-E-102.00. Removed existing and replaced with new drawing KSEB-E-102.01
36. Drawing KSEB-E-104.01. Removed existing and replaced with new drawing KSEB-E-104.03
37. Drawing KSEB-E-420.01. Removed existing and replaced with new drawing KSEB-E-420.02
38. Drawing KSEB-E-530.00. Removed existing and replaced with new drawing KSEB-E-530.01
39. Drawing KSEB-E-810.00. Removed existing and replaced with new drawing KSEB-E-810.01

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CONTRACT TERMS AND SPECIFICATIONS, VOLUME 1 OF 2

1. Delete pages 227 to 235 of 3268 and replace with Attachment 2 – “KEC Approved Project Labor Agreement”.
2. On page 688 Section 01 52 50 TEMPORARY GUARD BOOTHS – 3.02 IMPLEMENTATION B delete and replace “*b. Electric service shall be 120/208 volts, 3 phase, 4-wire, 60 hertz and of adequate capacity for all needs. Electrical service and all associated electrical needs shall be provided by the Contractor. The electrical installation shall conform to the requirements of the City of New York Electrical Code and the Bureau of Electrical Control. The Contractor shall pay all costs of supplying energy and maintaining service.*”
3. On page 1844 Section 21 22 00 CLEAN-AGENT FIRE-EXTINGUISHING SYSTEM – 2.01 MANUFACTURERS delete 1a and replace with: “*a) SAPPHIRE (FK-5-I-12)*”
4. On page 1839 to 1870 Section 21 22 00 CLEAN-AGENT FIRE-EXTINGUISHING SYSTEM - Replace all instances of “FM-200” with “SAPPHIRE”
5. On page 1845 Section 21 22 00 CLEAN-AGENT FIRE-EXTINGUISHING SYSTEM – 2.02 MATERIALS/EQUIPMENT replace paragraph 8. with “*Performance Requirements: The system shall provide the SAPPHIRE fire extinguishant minimum design concentration of 4.5% (UL) by volume for Class A hazards and a minimum of 4.7% (UL) by volume for Class C hazards, in all areas and/or protected spaces, at the minimum anticipated temperature within the protected area. System design shall not exceed 10% for normally occupied spaces, adjusted for maximum space temperature anticipated, with provisions for room evacuation before agent release.*”
6. On page 1850 Section 21 22 00 CLEAN-AGENT FIRE-EXTINGUISHING SYSTEM – 2.02 MATERIALS/EQUIPMENT replace paragraph 32 with “*32. Each container shall have a pressure gauge and low pressure switch to provide visual and electrical supervision of the container pressure. The low-pressure switch shall be wired to the control panel to provide an audible and visual “Trouble” alarms in the event the container pressure drops below 290 psi (20.0 bar). The pressure gauge shall be color coded to provide an easy, visual indication of container pressure.*”
7. On page 1850 Section 21 22 00 CLEAN-AGENT FIRE-EXTINGUISHING SYSTEM – 2.02 MATERIALS/EQUIPMENT replace paragraph 33 with “*Each container shall have a pressure relief provision that automatically operates when the internal nominal pressure is between 710 and 790 psi (50.0 and 54.5 bar)*”
8. On page 1850 Section 21 22 00 CLEAN-AGENT FIRE-EXTINGUISHING SYSTEM – 2.02 MATERIALS/EQUIPMENT in paragraph 34a, delete “*3/8 in.*” with “*1/2 in.*”

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9. On page 1850 Section 21 22 00 CLEAN-AGENT FIRE-EXTINGUISHING SYSTEM – 2.02 MATERIALS/EQUIPMENT replace paragraph 36e with “*Supervised manual pull circuit (if applicable)*”
10. On page 1865 Section 21 22 00 CLEAN-AGENT FIRE-EXTINGUISHING SYSTEM – PART 3 EXECUTION 3.02 delete and replace with “*3.02 FK-5-1-12 AGENT PIPING APPLICATIONS*”

CONTRACT TERMS AND SPECIFICATIONS, VOLUME 2 OF 2

1. On pages 2094 - 2095 Section 23 09 13 INSTRUMENTATION AND CONTROL DEVICES FOR HVAC – 3.02 IMPLEMENTATION E. add after paragraph 3: “*4. Disconnect installed inside the Electrical Building (except Battery Room) shall be NEMA 12.*”
2. On page 2189 Section 23 31 14 METAL DUCTS AND ACCESSORIES – 2.02 MATERIALS / EQUIPMENT B. delete paragraph 1 and replace with: “*Stainless Steel (Type 316 stainless steel): Where specified in contract drawings ductwork shall be constructed of Type 316 stainless steel except as specified below.*”
3. On page 2190 Section 23 31 14 METAL DUCTS AND ACCESSORIES – 2.02 MATERIALS / EQUIPMENT B. delete paragraph 2 and replace with: “*Galvanized Steel (G90 Coating): All ductwork shall be galvanized sheet steel unless otherwise indicated in contract drawings except as specified below.*”
4. On page 2190 Section 23 31 14 METAL DUCTS AND ACCESSORIES – 2.02 MATERIALS / EQUIPMENT C. delete paragraph 2 and replace with: “*Flanged duct joints when required shall be 0.25-in Butyl gasketed and bolted together with stainless steel (Type 316) bolts, nuts, washers and lock washers. All duct joints shall be airtight.*”
5. On page 2202 Section 23 31 14 METAL DUCTS AND ACCESSORIES – 2.03 FABRICATION / ASSEMBLING / FINISHES A. delete paragraph 2, and update preexisting paragraph 3 to paragraph 2.
6. On page 2782 Section 26 31 00 SOLAR ENERGY ELECTRICAL POWER GENERATION SYSTEM – 2.02 MATERIALS/EQUIPMENT B. add to paragraph 1: “*Modules shall be Tier 1, and domestically produced crystalline silicon photovoltaic (CSPV) cells and modules comprised of CSPV cells shall be prioritized to avoid subjection to import tariffs and duties, as per QB 23-507.*”
7. On page 2783 Section 26 31 00 SOLAR ENERGY ELECTRICAL POWER GENERATION SYSTEM – 2.02 MATERIALS/EQUIPMENT C. delete paragraph 1 and replace with: “*Inverters shall be Tier 1 and UL listed and shall include the necessary equipment, controls and accessories for the inverter to meet all code requirements and function properly as part of a power generation facility. The current UL listing applicable to inverters is UL 1741.*”

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8. On page 2785 Section 26 31 00 SOLAR ENERGY ELECTRICAL POWER GENERATION SYSTEM – 2.02 MATERIALS/EQUIPMENT C. add to paragraph 15: *“The data logger portal shall be equipped to grant full administration/technician access with edit rights to teams (e.g., DCAS solar team) that require full access.”*
9. On page 2785 Section 26 31 00 SOLAR ENERGY ELECTRICAL POWER GENERATION SYSTEM – 3.03 FIELD TESTING/QUALITY CONTROL delete paragraph B and replace with: *“B. The Contractor shall provide the services of a manufacturer’s service representative that is a certified NABCEP (North American Board of Certified Energy Practitioners) throughout the installation and startup process. This representative shall adequately supervise and assist in the installation of Solar System, check the installation before it is placed into operation, assist in the performance of field tests, observe and assist initial operations.”*
10. On page 2923 Section 26 51 11 LIGHTING FIXTURES, DEVICES AND SCHEDULES – 1.04 REFERENCES C. add reference *“18. RoHS – Solar powered Luminaires: Restrictions of Hazardous Substance Directive”*
11. On page 2923 Section 26 51 11 LIGHTING FIXTURES, DEVICES AND SCHEDULES – 1.06 QUALITY ASSURANCE add to paragraph 1: *“Not required for solar powered lightes.”*
12. On page 2924 Section 26 51 11 LIGHTING FIXTURES, DEVICES AND SCHEDULES – 1.06 QUALITY ASSURANCE add to paragraph 8: *“or RoHS”*
13. On page 2925 Section 26 51 11 LIGHTING FIXTURES, DEVICES AND SCHEDULES – 1.06 QUALITY ASSURANCE add: *“17. Solar powered LED lights shall be completely self-contained and are not required to comply with normally powered (voltage) lighting fixtures.”*
14. On page 2926 Section 26 51 11 LIGHTING FIXTURES, DEVICES AND SCHEDULES – 2.01 MANUFACTURERS A. add the below and renumber subsequent items in this section:

“B. Solar Powered Luminaires shall be manufactured by:

- 1. Solar Lighting International, Lancaster, SC*
- 2. Solarilluminations, Cape Coral, FL*
- 3. Or approved equal”*

15. On page 2928 Section 26 51 11 LIGHTING FIXTURES, DEVICES AND SCHEDULES – 2.02 MATERIALS/EQUIPMENT delete and replace A with: *“A. Luminaires - Powered”*
16. On page 2934 Section 26 51 11 LIGHTING FIXTURES, DEVICES AND SCHEDULES – 2.02 MATERIALS/EQUIPMENT add the below:

“D. Solar Powered Luminaires

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1. *Luminaire fixtures shall be complete, as one unit, with all needed components to operate automatically (On/Off - Dusk to Dawn). Luminaire shall be mounted on top of pole as recommended by the manufacturer. Pole and fixture shall be provided with matching colors.*
2. *Specification for Solar Parking Lot Lighting (Solar Lighting International- Stealth 120-21 or approved equal) is as follows:*
 - a. *Power – 120W*
 - b. *Lumens – 19,200*
 - c. *Color Temperature – 4700K*
 - d. *White Light emitting Diode (W-LED/135 Lumens per watt efficacy minimum)*
 - e. *Bug Rating - B1-UO-G2*
 - f. *Battery - 36AH, 25.6V/614.4Wh*
 - g. *Solar panel – Mono-Crystalline/86 Watt*
 - h. *Beam Angle – NEMA Type III*
 - i. *PIR Sensors - Detection Angle: 150°*
 - j. *IP Class – IP65*
 - k. *Working Temperature - -10° to 140°F*
 - l. *Battery Management System – For cell balancing, over charge and over temperature protection*
 - m. *Lamps – Suitable for outdoor use and adjustable.*
3. *Working time shall be up to 12 hours if fully charged. Unit shall allow for replaceable battery.*
4. *Luminaire shall have multiple adjustable lighting modes/working mode to suit the needs of the parking lot lighting.”*
17. On page 2941 Section 26 56 11 OUTDOOR LIGHTING – 1.06 QUALITY ASSURANCE A. delete and replace paragraph 3 with: “3. *Luminaires shall comply with DLC PR or RoHS.*” Delete and replace paragraph 10 with: “10. *As required, fixtures shall be suitable for connection to concealed or exposed conduit runs as required in each particular location and shall be of sizes suitable for lamp sized indicated on the Contract Drawings.*”
18. On page 2944 Section 26 56 11 OUTDOOR LIGHTING – 2.01 MANUFACTURERS A. add new paragraph: “2. *Solar powered Luminaires shall be a complete self-contained system. This includes batteries, solar panels, sensors, adjustable LED lights, adjustable light bars, and automatic dusk to dawn on/off capability.*”

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19. On page 2945 Section 26 56 11 OUTDOOR LIGHTING – 2.02 MATERIALS/EQUIPMENT B. delete and replace paragraph 2 with: *“2. Poles shall have a wind load rating of at least 98 miles per hour (mph) with a gust factor of 1.3 and shall be made of seamless shaft steel or for Solar powered LED Luminaires-Aluminum.”* And add to paragraph 3: *“d. Item 3 not required for Solar powered LED Luminaires.”*
20. On page 3079 Section 28 16 46 HOSTILE VEHICLE CONTROL SYSTEMS – 2.02 MATERIALS/EQUIPMENT B.3 delete and replace with *“3. The electric motor driving the hydraulic pump shall be fed from 208/3/60. Motor shall be sufficiently sized for the expected number of barriers within the group the HPU is associated with.”*
21. On page 3168 Section 31 10 10 SITE CLEARING – 1.04 REFERENCES A. add the following definition after #10: *“11. Fresh Wood Chips: Chipped wood that does not meet the requirements for mulch as per Section 32 90 90 - Planting.”*
22. On page 3168 Section 31 10 10 SITE CLEARING – 1.04 REFERENCES B. delete Reference Standards bullet 5 – “Federal regulations, 7 CFR 301.53 – Emerald Ash Borer”.
23. On page 3176 Section 31 10 10 SITE CLEARING – 3.02 IMPLEMENTATION C. delete paragraphs 1. and 2. and replace with:

“1. The Contractor shall remove from Site and beneficially reuse all cleared and grubbed material, unless otherwise authorized by the Engineer. The Contractor shall identify at least three recycling/reuse facilities in the Construction Waste Management Plan as per Section 01 74 20 – Construction Waste Management.

2. The Contractor may use chipped wood from removed trees on-Site for winter stabilization of disturbed areas. The contractor may not bring in fresh wood chips from offsite. Wood chips from shrubs, tree branches, or tree trunks with attached vines shall not be used. Only wood chips from tree trunks shall be used. Wood chips shall be no deeper than 3 inches. Fresh wood chips shall not be used for permanent landscaping work. The Contractor shall perform all required mulch stockpile maintenance to prevent excessive heat or nuisance odors. See Section 31 25 10 – Dust, Soil Erosion and Sediment Control.”

24. On page 3214 Section 31 23 23 FILL – 1.06 QUALITY ASSURANCE B delete and replace Test table with:

<i>Test</i>	<i>ASTM Standard</i>	<i>Tests Per Volume Delivered</i>
<i>Gradation</i> <i>or</i>	<i>D422</i>	<i>1 per 1000 C.Y. or after visual change in the material properties, as directed by the Engineer.</i>

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<i>Test</i>	<i>ASTM Standard</i>	<i>Tests Per Volume Delivered</i>
<i>Compaction Density</i>	<i>D1557</i>	<i>1 per 1000 C.Y. or after visual change in the material properties, as directed by the Engineer.</i>

25. On page 3215 Section 31 23 23 FILL – 1.06 QUALITY ASSURANCE C delete and replace Test table with:

<i>Test</i>	<i>ASTM Standard</i>	<i>Tests Per Layer Placed</i>
<i>In-Place Density</i>	<i>D2167 D6938</i>	<i>1 per 200 square yard, or at least 1 per shift of compaction operations on each structure , as material is being compacted.</i>

26. On pages 3167 - 3168 Section 31 70 20 CONTROLLED BLASTING – 1.05 DESCRIPTION delete ‘DI. Noted Restrictions’ and replace with “*E. Noted Restrictions*”. Add after paragraph 4 “*5. No blasting shall be permitted within 60 feet of any DEP aqueduct or structure.*” Update preexisting paragraph 5. to paragraph 6. Update preexisting paragraph 6. to paragraph 7.
27. On page 3271 Section 31 70 20 CONTROLLED BLASTING – 1.06 QUALITY ASSURANCE D delete paragraph 1.a. to 1.c. and replace with the following:

“1. Obtain and pay for all permits and licenses from applicable, federal, state, and local agencies in connection with all drill and blasting operations. These permits include but are not limited to:

- a. Town of Mount Pleasant Town Building Permit to cover any blasting that may be required*
- b. Individual blaster licenses granted by the Town Building Inspector, and*
- c. BATF permits for Transport.”*

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BID ROOM REFERENCE DOCUMENTS

Additional bid room reference documents are technical documents and/or reports that may be used as reference and is provided as needed to bidders.

The below files will be posted to the OneDrive link provided after NDA approval:

1. CAT-210SP Drawings – C – DR-308_309

Link: https://nycep-my.sharepoint.com/:f/g/personal/accotest_dep_nyc_gov/Eg8svhIFY3xHhJopc31M91cBeZj1auOQFLsT8wSqoYDytw

**ADDENDUM NO. 4
CONTRACT KENS-EAST-2**

LIST OF ATTACHMENTS

1. Attachment 1: Addendum #4 Revised & New Drawings
2. Attachment 2: KEC Approved Project Labor Agreement

NO TEXT ON THIS PAGE

THE CITY OF NEW YORK

DEPARTMENT OF
ENVIRONMENTAL PROTECTION

CONTRACT ADDENDUM #4

FOR FURNISHING ALL
LABOR AND MATERIAL NECESSARY
AND REQUIRED FOR:

Contract KENS-EAST-2


Kensico Site Preparation


Attachment 1: Addendum #4 Revised & New Drawings

				DESIGNED BY: ABA	DRAWN BY: EF
				CHECKED BY: AD	
4	09/23	ADDENDUM #4	VL	DESIGN LEAD: VINCENT LEE, PE	
3	08/23	ADDENDUM #3	VL		
2	07/23	ADDENDUM #2	VL		
1	05/23	ADDENDUM #1	VL		
NO.	DATE	REVISIONS/DESCRIPTION	APPR'D.	SECTION MANAGER:	

		ACCOUNTABLE MANAGER JUSTIN RIVELLINO PORTFOLIO MANAGER LAUREN D'ATTILE, PE DEPUTY DIRECTOR, IN CHARGE MICHAEL LOEHR, PE
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SE DESIGN	<p>"WARNING-IT IS A VIOLATION, OF THE NEW YORK STATE EDUCATION LAW, SECTION, 7209.2, FOR ANY PERSON, UNLESS (S)HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT IN ANY MANNER THAT ALTERS THE ALTERING PERSON SHALL COMPLY WITH THE REQUIREMENTS OF NEW YORK EDUCATION, LAW, SECTION, 7209.2."</p>	<p>NEW YORK CITY ENVIRONMENTAL PROTECTION BUREAU OF ENGINEERING DESIGN & CONSTRUCTION 96-05 HORACE HARDING EXPRESSWAY CORONA, NEW YORK 11368 www.nyc.gov/dep</p>

 <h1>ADDENDUM NO. 4</h1> <p>DATE ISSUED: 09/2023</p>	<p>GRAPHIC SCALES CHECK BEFORE USE</p>
	<p>IF SHEET IS LESS THAN 22" X 34" IT IS A REDUCED PRINT. SCALE ACCORDINGLY</p>

 <h1>ADDENDUM NO. 4</h1> <p>DATE ISSUED: 09/2023</p>	<p>GRAPHIC SCALES CHECK BEFORE USE</p>	<p>VERTICAL DATUM CONVERSION (ft)</p> <p>+1.28 - BWS</p> <p>0 - NAVD88</p>
	<p>IF SHEET IS LESS THAN 22" X 34" IT IS A REDUCED PRINT. SCALE ACCORDINGLY</p>	
<p>CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION</p>		<p>DATE: SEPTEMBER 2023</p> <p>SCALE: AS NOTED</p> <p>SHEET NO:</p>
<p>DRAWING INDEX</p>		<p>DRAWING NO. KEC2-G-002.04</p>

All inquiries regarding this drawing(s) or project should be made to NYC Environmental Protection, Bureau of Engineering Design and Construction.

KSEB-E-902.00	PANEL SCHEDULE -2
KSEB-E-903.00	PANEL SCHEDULE -3

KSEB-L-103.00	LANDSCAPE PLAN - SHEET 3
KSEB-L-104.00	LANDSCAPE PLAN - SHEET 4
KSEB-L-105.01	LANDSCAPE PLAN - SHEET 5
KSEB-L-500.00	LANDSCAPE PLANTING DETAILS

NO.	DATE	REVISIONS/DESCRIPTION	APPR'D.	SECTION MANAGER:

MICHAEL LOEHR, PE

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**NEW YORK CITY
ENVIRONMENTAL PROTECTION
BUREAU OF ENGINEERING DESIGN & CONSTRUCTION**
96-05 HORACE HARDING EXPRESSWAY 5th FLOOR
CORONA, NEW YORK 11368
www.nyc.gov/dep

<div> <div> CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION </div> <div> DRAWING INDEX </div> </div>	DATE: SEPTEMBER 2023
	SCALE: AS NOTED
	SHEET NO:
	DRAWING NO. KEC2-G-004.04

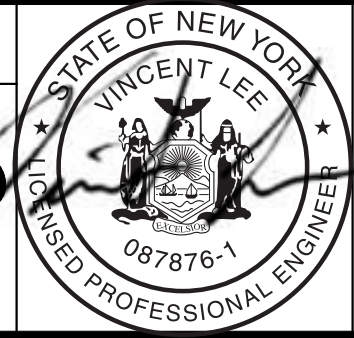
All inquiries regarding this drawing(s) or project should be made to NYC Environmental Protection, Bureau of Engineering Design and Construction.

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Paper Size: Printed/Plotted (34.00 x 22.00 inches) Plot Scale: 1:1
Drawing File Name & Drive Location: (command "zoom" "E")

NO.	DATE	REVISIONS/DESCRIPTION	APPR'D.
4	9/23	ADDENDUM #4	VL
3	8/23	ADDENDUM #3	VL
2	7/23	ADDENDUM #2	VL
1	5/23	ADDENDUM #1	VL

DESIGNED BY: ABA	DRAWN BY: EF
CHECKED BY: AD	
DESIGN LEAD: VINCENT LEE, PE	
SECTION MANAGER:	

ARUP



ACCOUNTABLE MANAGER JUSTIN RIVELLINO
PORTFOLIO MANAGER LAUREN D'ATILE, PE
DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE

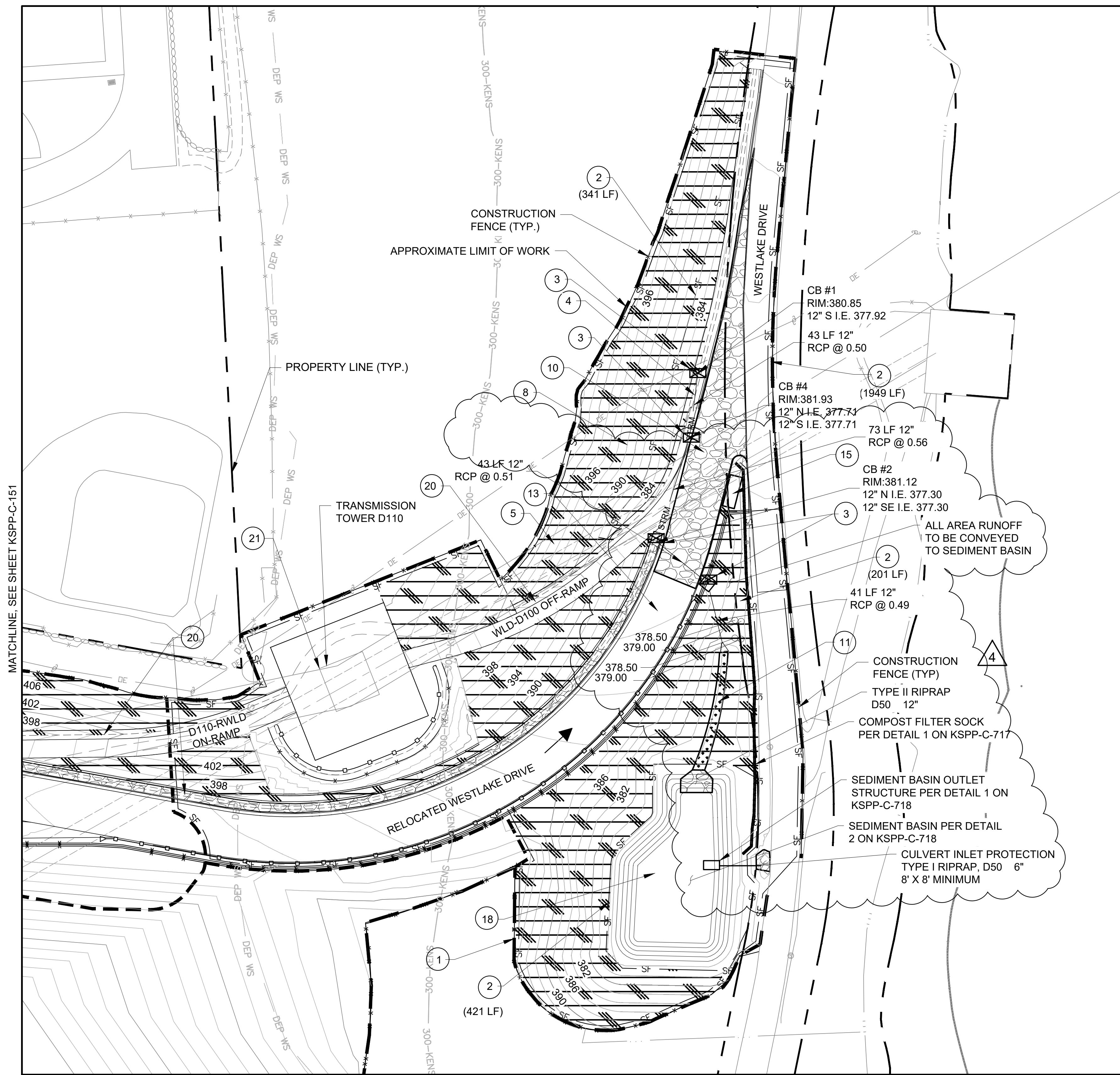
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CORONA, NEW YORK 11368
www.nyc.gov/dcp

ADDENDUM NO. 4
DATE ISSUED: 09/2023

GRAPHIC SCALES CHECK BEFORE USE	VERTICAL DATUM CONVERSION (ft) +1.28 - BWS 0 - NAVD88
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CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION	DATE: SEPTEMBER 2023
CIVIL	SCALE: AS NOTED
SOIL EROSION & SEDIMENT CONTROL PLAN PHASE 3 PLAN 1	SHEET NO:
	DRAWING NO. KSPP-C-153.04



EROSION SEDIMENT CONTROL PHASE 3
PLAN 1
SCALE: 1" = 60'

EROSION AND SEDIMENT CONTROL PRACTICE LEGEND

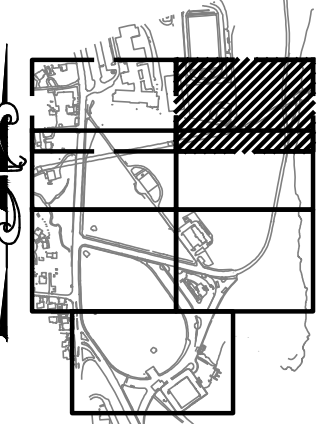
- ESTABLISH LIMIT OF DISTURBANCE AND TREE PROTECTION. CONTRACTOR TO LIMIT DISTURBANCE TO NO MORE THAN 5 ACRES AT A TIME REGARDLESS OF LOCATION.
- INSTALL SILT FENCE AND COMPOST FILTER SOCK PER DETAIL 1 ON DWG KSPP-C-710 AND DETAIL 1 ON KSPP-C-718, RESPECTIVELY.
- INSTALL INLET PROTECTION PER DETAIL 4 ON DWG KSPP-C-710.
- INSTALL DRAINAGE PIPES AND CATCH BASINS AS SHOWN ON THE DRAINAGE PLANS WITH INLET PROTECTION PER DETAIL 4 ON DWG KSPP-C-710.
- PROVIDE TREE REMOVAL, CLEARING AND GRUBBING.
- MASS EXCAVATION OF SCREEN CHAMBER AREA.
- GRADE CATSKILL STAGING AREA.
- INSTALL EROSION CONTROL MATTING FOR DISTURBED AREAS PER DETAIL 2 ON DWG KSPP-C-712.
- INSTALL UTILITIES (PARTIALLY) PER UTILITY PLANS.
- INSTALL CONSTRUCTION ENTRANCE PER DETAIL 2 ON DWG KSPP-C-711.
- CONSTRUCT VEGETATED SWALE PER DETAIL 1 ON DWG C-721.
- CONSTRUCT RELOCATED WESTLAKE DR/CATSKILL SEDIMENTATION BASIN PER DETAILS ON DWG C-730.
- MASS EXCAVATION OF RELOCATED WESTLAKE DRIVE.
- CONSTRUCT CATSKILL POND PER DETAILS ON DWG C-732.
- PROVIDE TRUCK WASH AND CONCRETE TRUCK WASH IN ACCORDANCE WITH THE NYSDEC BLUE BOOK.
- GRADE DELAWARE AREA AND CONSTRUCT OPERATIONS ENTRANCE ROAD. CONTRACTOR TO TURN OVER CONTROL TO OPERATIONS AFTER COMPLETION AND INSTALLATION OF JERSEY BARRIERS.
- CONSTRUCT DELAWARE POND PER DETAILS ON DWG C-734.
- CONSTRUCT SEDIMENT BASIN AND CONVERT IT TO BIORETENTION FACILITY PER DETAILS ON DWG C-725 AFTER COMPLETION OF RELOCATED WESTLAKE DRIVE.
- MASS EXCAVATION OF ELECTRICAL BUILDING.
- CONSTRUCT GRAVEL SWALE PER DETAIL 1 ON DWG KSPP-C-727.
- CONTRACTOR SHALL VERIFY-IN-FIELD LOCATION OF EXISTING CON EDISON TOWER GROUNDING SYSTEM. IN THE EVENT GROUNDING CABLES CONFLICT WITH FINAL GRADE, THE CONTRACTOR SHALL COORDINATE WITH CON EDISON AND RELOCATE GROUNDING CABLES TO THE REQUIRED DEPTH BELOW FINAL GRADE.
- RELOCATE OVERHEAD POWER AND TELECOM TO EOH/LAB BUILDING. SEE KSPP-C-142.

LEGEND:

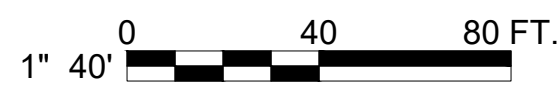
PHASE LIMIT	---
OVERALL PROJECT LIMIT	---
SILT FENCE (2605-FT)	SF
INLET PROTECTION	[Symbol]
FLOW LINE	[Symbol]
EROSION CONTROL MATTING	[Symbol]
RIP-RAP	[Symbol]

NOTES:

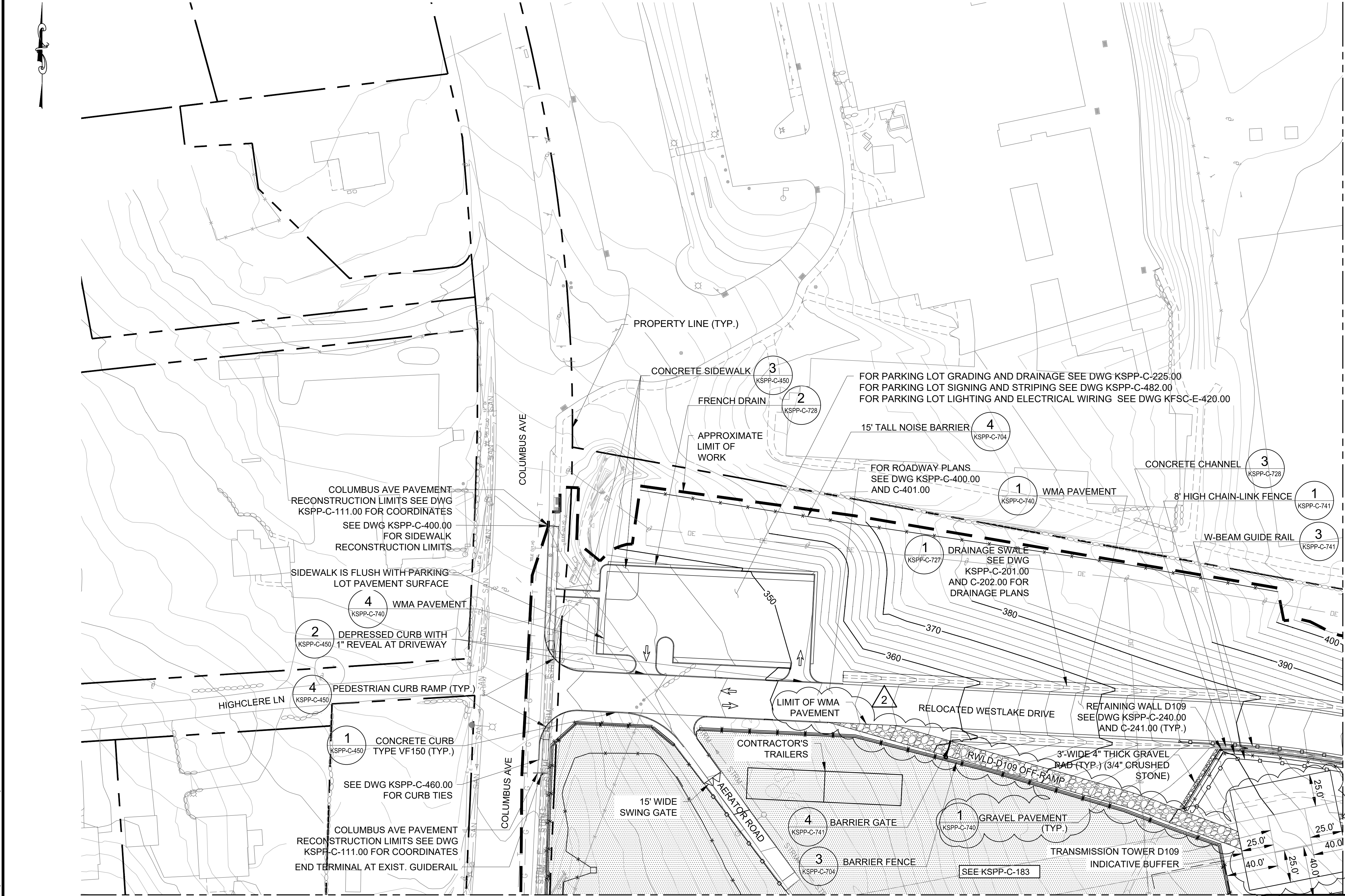
- CONTRACTOR SHALL CONDUCT EARTHWORK CONSTRUCTION FOR EACH PHASE AS FOLLOWS:
 - CLEAN AND GRUB THE AREA OF EACH PHASE
 - REMOVE AND STOCKPILE 12" TOPSOIL
 - PERFORM EARTHWORK AND GRADING OPERATIONS PER THE GRADING SHOWN FOR EACH PHASE
 - INSTALL PLANTINGS AS SHOWN IN KSPP-L DRAWINGS.
- ALL EMBANKMENT SLOPES TO BE SEEDED.
- CONTRACTOR SHALL PERIODICALLY INSPECT ALL DRAINAGE STRUCTURES AND FEATURES AND REMOVE SEDIMENT AND SILT.
- CONTRACTOR TO EMPLOY WATER BARS ALONG RELOCATED WESTLAKE DRIVE DURING CONSTRUCTION



KEY PLAN



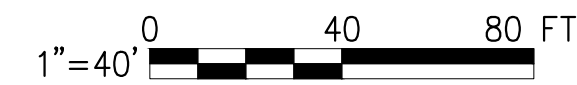
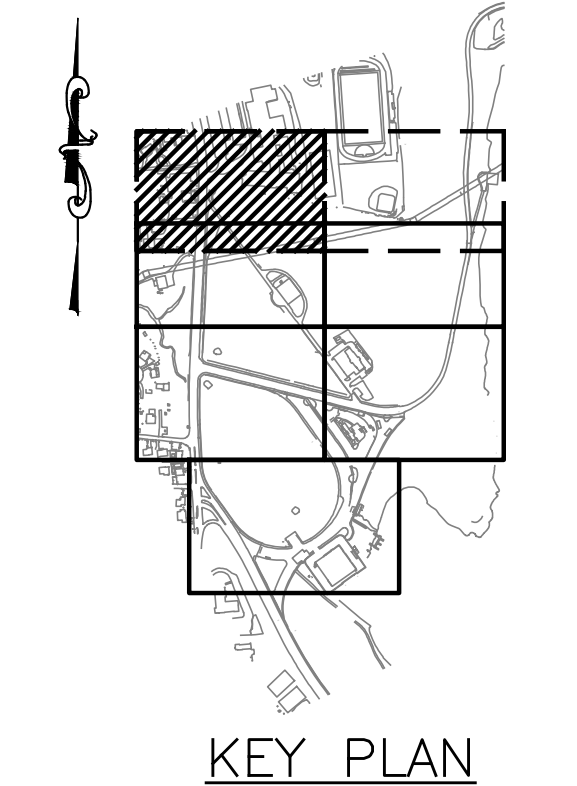
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NOTES

1. PRIOR TO EXCAVATION, CONTRACTOR TO IDENTIFY, LOCATE, AND VERIFY DEPTH OF EXISTING UNDERGROUND UTILITIES.

LEGEND



NEW SITE
PLAN 1

SCALE: 1" = 40'



ADDENDUM NO. 4

DATE ISSUED: 09/2023

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2	9/23	ADDENDUM #4	VL
1	7/23	ADDENDUM #2	VL

DESIGNED BY: ABA	ARUP
CHECKED BY: AD	
DESIGN LEAD: VINCENT LEE, PE	
SECTION MANAGER:	

DRAWN BY: EF	ARUP



ACCOUNTABLE MANAGER JUSTIN RIVELLINO
PORTFOLIO MANAGER LAUREN D'ATTILE, PE
DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE

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CONTRACT KENS-EAST-2
KENSICO SITE PREPARATION

CIVIL
NEW SITE
PLAN 1

DATE: SEPTEMBER 2023
SCALE: AS NOTED
SHEET NO:
DRAWING NO. KSPP-C-181.02

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4	9/23	ADDENDUM #4	VL
3	8/23	ADDENDUM #3	VL
2	7/23	ADDENDUM #2	VL
1	5/23	ADDENDUM #1	VL

DESIGNED BY: ABA	CHECKED BY: AD	DESIGN LEAD: VINCENT LEE, PE	SECTION MANAGER:
---------------------	-------------------	---------------------------------	------------------

ARUP



ACCOUNTABLE MANAGER JUSTIN RIVELLINO	DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE
---	---

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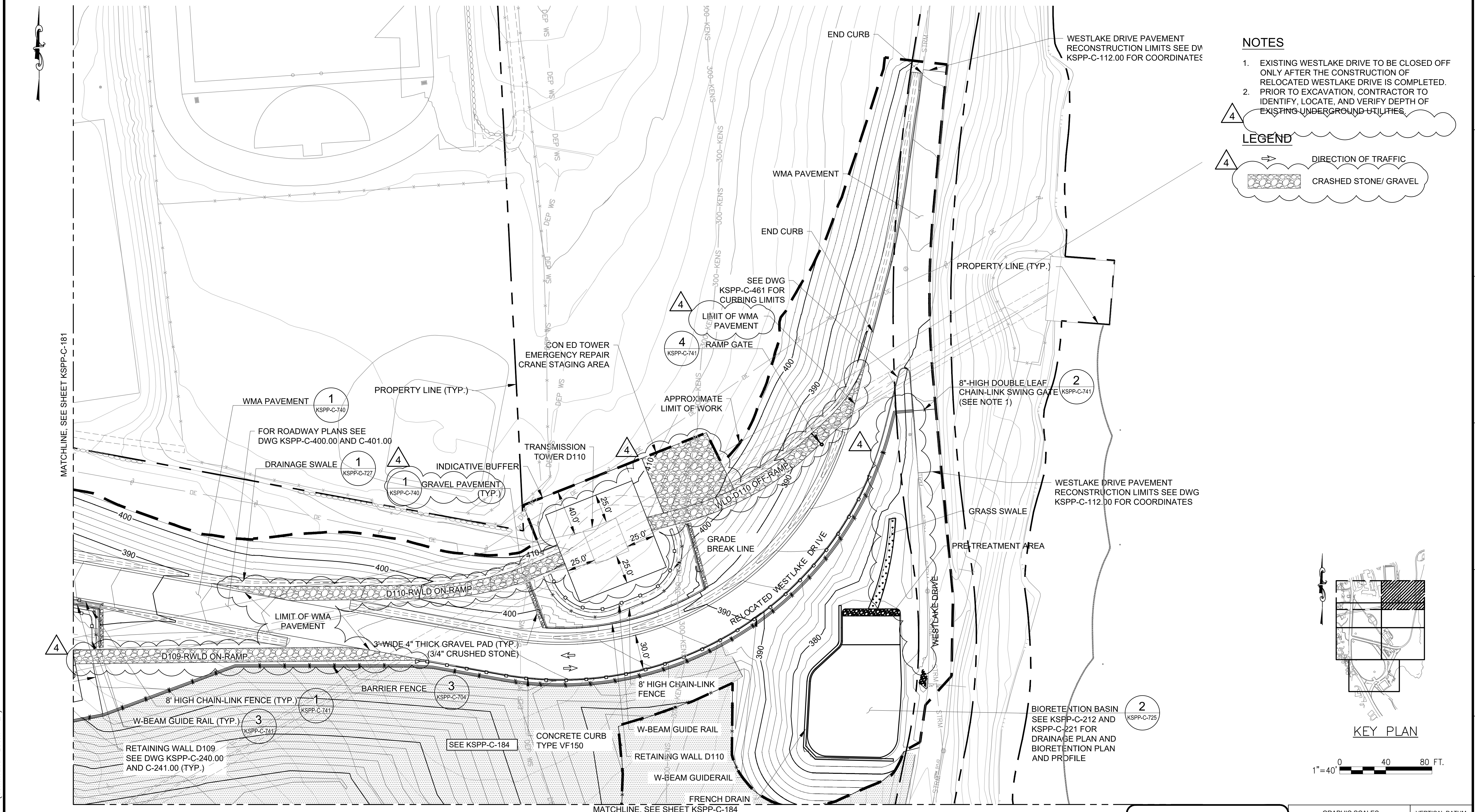
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ADDENDUM NO. 4
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CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION	DATE: SEPTEMBER 2023
CIVIL NEW SITE PLAN 2	SCALE: AS NOTED
DRAWING NO. KSPP-C-182.04	SHEET NO:



NOTES

- EXISTING WESTLAKE DRIVE TO BE CLOSED OFF ONLY AFTER THE CONSTRUCTION OF RELOCATED WESTLAKE DRIVE IS COMPLETED.
- PRIOR TO EXCAVATION, CONTRACTOR TO IDENTIFY, LOCATE, AND VERIFY DEPTH OF EXISTING UNDERGROUND UTILITIES.

LEGEND

4 → DIRECTION OF TRAFFIC

4 [Symbol] CRASHED STONE/ GRAVEL

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NO.	DATE	REVISIONS/DESCRIPTION	APPR'D.
2	09/2023	ADDENDUM #4	SL
1	07/2023	ADDENDUM #2	SL

DESIGNED BY: SL, MT, AF, PS, MH	DRAWN BY: CC, JC
CHECKED BY: DD, MR	
DESIGN LEAD: SEBASTIAN LOPEZ, PE	
SECTION MANAGER: ALEXANDER LOPEZ, PE	



ACCOUNTABLE MANAGER JUSTIN RIVELLINO
PORTFOLIO MANAGER LAUREN D'ATTILE, PE
DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE

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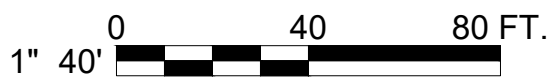
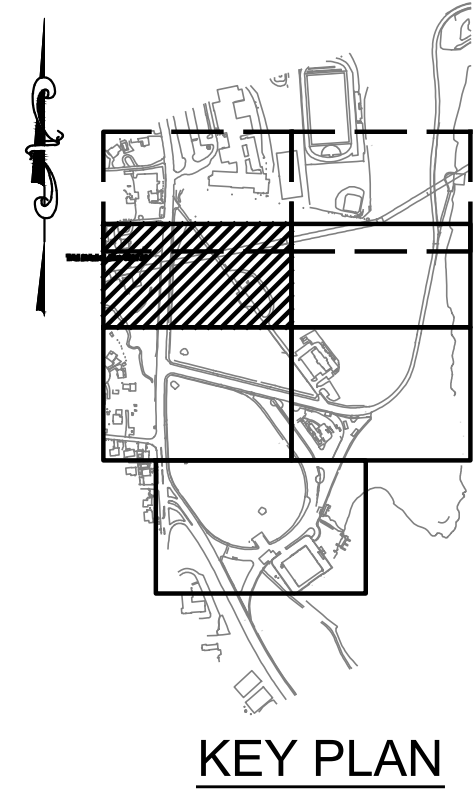
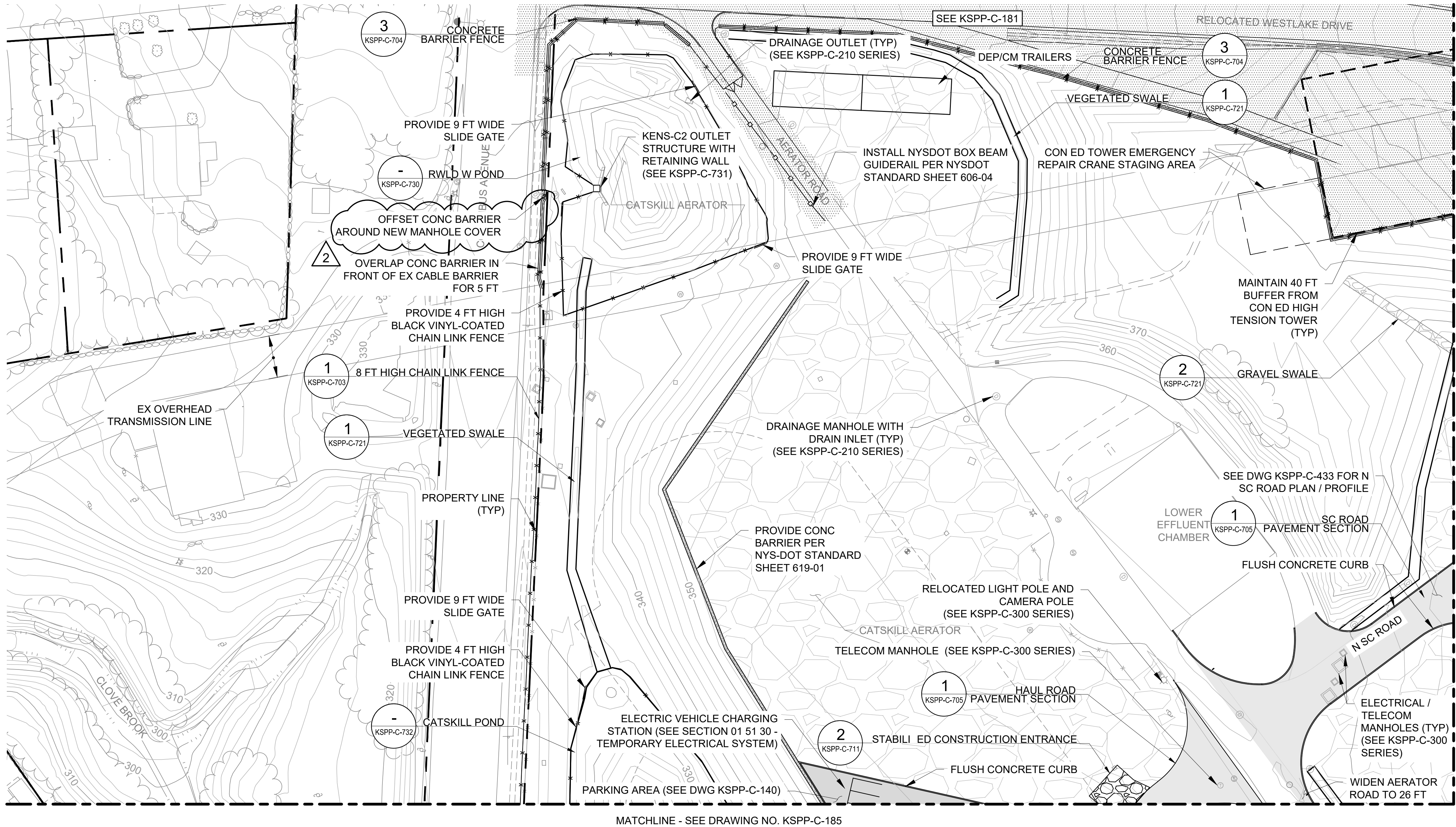
ADDENDUM NO. 4
DATE ISSUED: 09/2023

CONTRACT KENS-EAST-2
KENSICO SITE PREPARATION

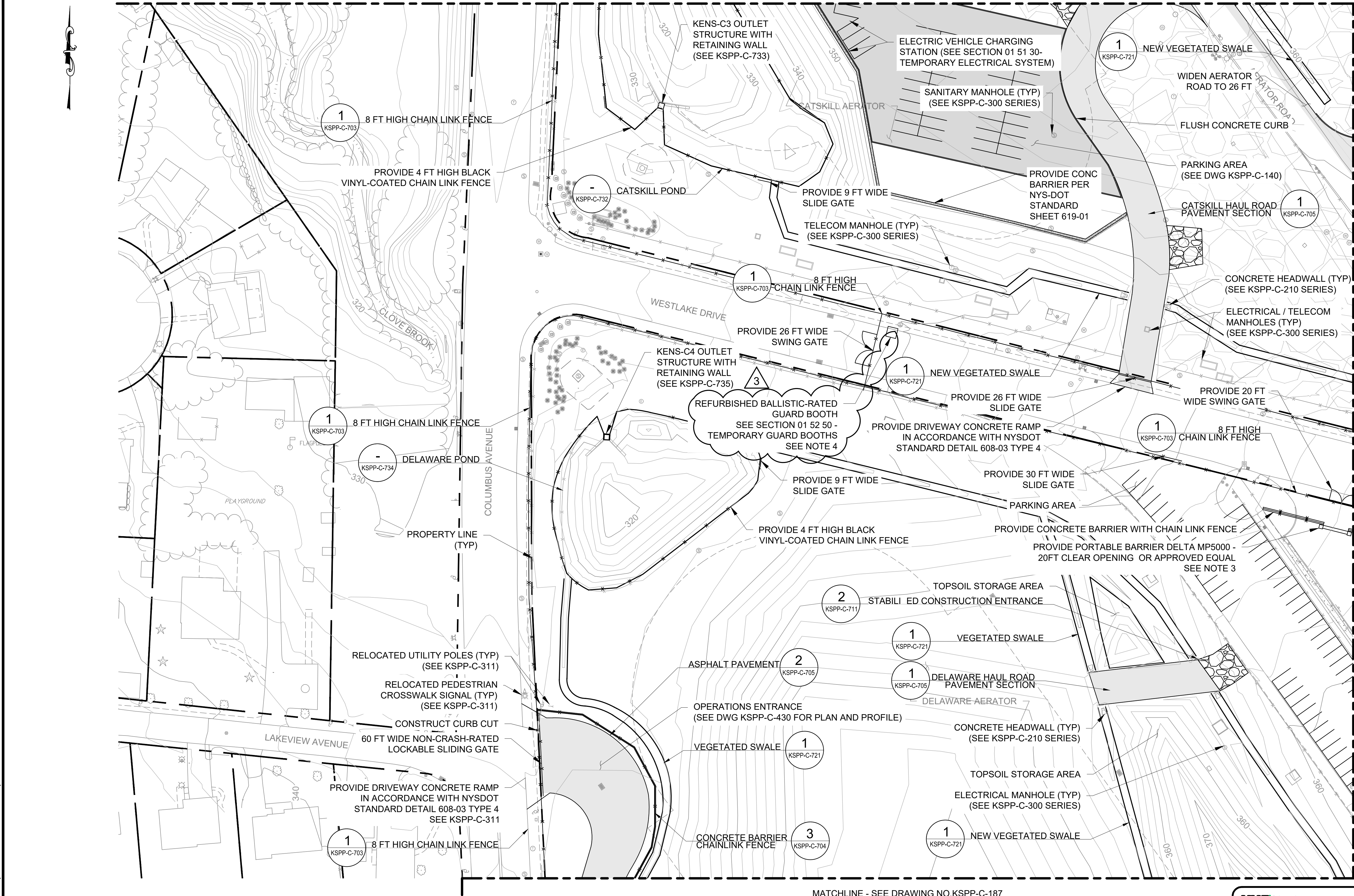
CIVIL
NEW SITE
PLAN 3

DATE: APRIL 2023
SCALE: AS NOTED
SHEET NO:
DRAWING NO. KSPP-C-183.02

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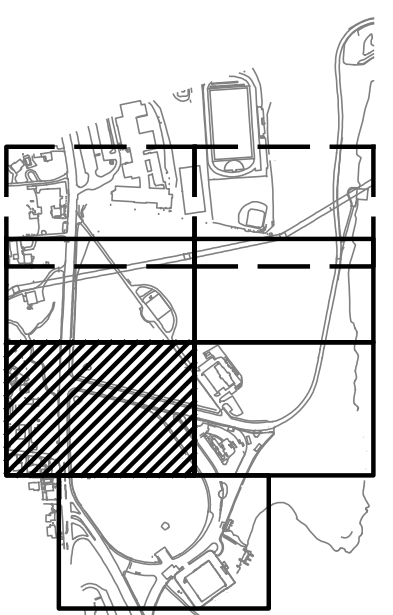


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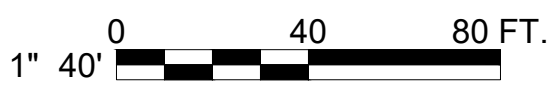


- NOTES:**
- CONTRACTOR SHALL PROVIDE ANY REQUIRED ROAD PLATES AND/OR OTHER REQUIRED MEANS OF UTILITY PROTECTION FOR CONSTRUCTION TRAFFIC ACROSS WESTLAKE DRIVE.
 - AFTER RELOCATED WESTLAKE DRIVE IS COMPLETED, APPROVED AND OPEN TO THE PUBLIC, THE CONTRACTOR SHALL DISCONTINUE THE USE OF THAT CONSTRUCTION ENTRANCE AND USE EXISTING WESTLAKE DRIVE FOR CONSTRUCTION ACCESS EXCLUSIVELY.
 - PORTABLE VEHICLE BARRICADE SYSTEM SHALL BE PROVIDED BY DELTA SCIENTIFIC, MODEL MP5000 OR APPROVED EQUAL. PORTABLE BARRICADE SHALL BE 20FT CLEAR OPENING.
 - PORTABLE BARRIER SHALL BE PROVIDED WITH STOP/GO SIGNAL LIGHT.
 - DELIVERY, STORAGE, INSTALLATION, AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
 - THE VEHICLE BARRICADE SHALL BE CONTROLLED FROM THE ADJACENT SECURITY BOOTH.
 - SUBMIT FINAL EQUIPMENT AND LAYOUT TO THE ENGINEER FOR APPROVAL PRIOR TO PROCUREMENT AND INSTALLATION.
 - THE CONTRACTOR SHALL FURNISH AND INSTALL ALL REQUIRED TRANSFORMERS, DISCONNECT SWITCHES, DISTRIBUTION PANELS, LIGHTING PANELS, EQUIPMENT, AND ASSOCIATED ACCESSORIES SUCH AS CONCRETE PADS, KINDORF SUPPORT SYSTEM, ETC. FOR THE GUARD BOOTH. THE CONTRACTOR SHALL COORDINATE AND FIELD-VERIFY THE EQUIPMENT INSTALLATION.

3



KEY PLAN



**NEW SITE
PLAN 5
SCALE: 1" 40'**



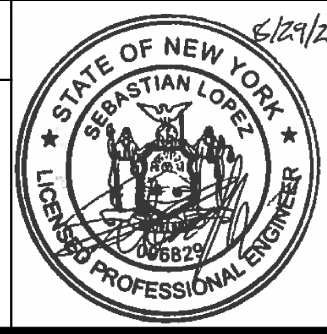
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DATE ISSUED: 08/2023

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1	07/2023	ADDENDUM #1	SL

DESIGNED BY:
SL, MT, AF, PS, MH
CHECKED BY:
DD, MR
DESIGN LEAD:
SEBASTIAN LOPE, PE
SECTION MANAGER:
ALEXANDER LOPE, PE

DRAWN BY:
CC, JC



ACCOUNTABLE MANAGER
JUSTIN RIVELLINO
PORTFOLIO MANAGER
LAUREN D'ATTILE, PE
DEPUTY DIRECTOR, IN HOUSE DESIGN
MICHAEL LOEHR, PE

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**CONTRACT KENS-EAST-2
KENSICO SITE PREPARATION**

CIVIL
NEW SITE
PLAN 5

DATE: APRIL 2023
SCALE: AS NOTED
SHEET NO:

DRAWING NO.
KSPP-C-185.03

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NO.	DATE	REVISIONS/DESCRIPTION	APPR'D.
2	9/23	ADDENDUM #4	VL
1	7/23	ADDENDUM #2	VL

DESIGNED BY: ABA	ARUP
CHECKED BY: AD	
DESIGN LEAD: VINCENT LEE, PE	
SECTION MANAGER:	

DRAWN BY: EF	ARUP



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PORTFOLIO MANAGER LAUREN D'ATTILE, PE	
DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE	

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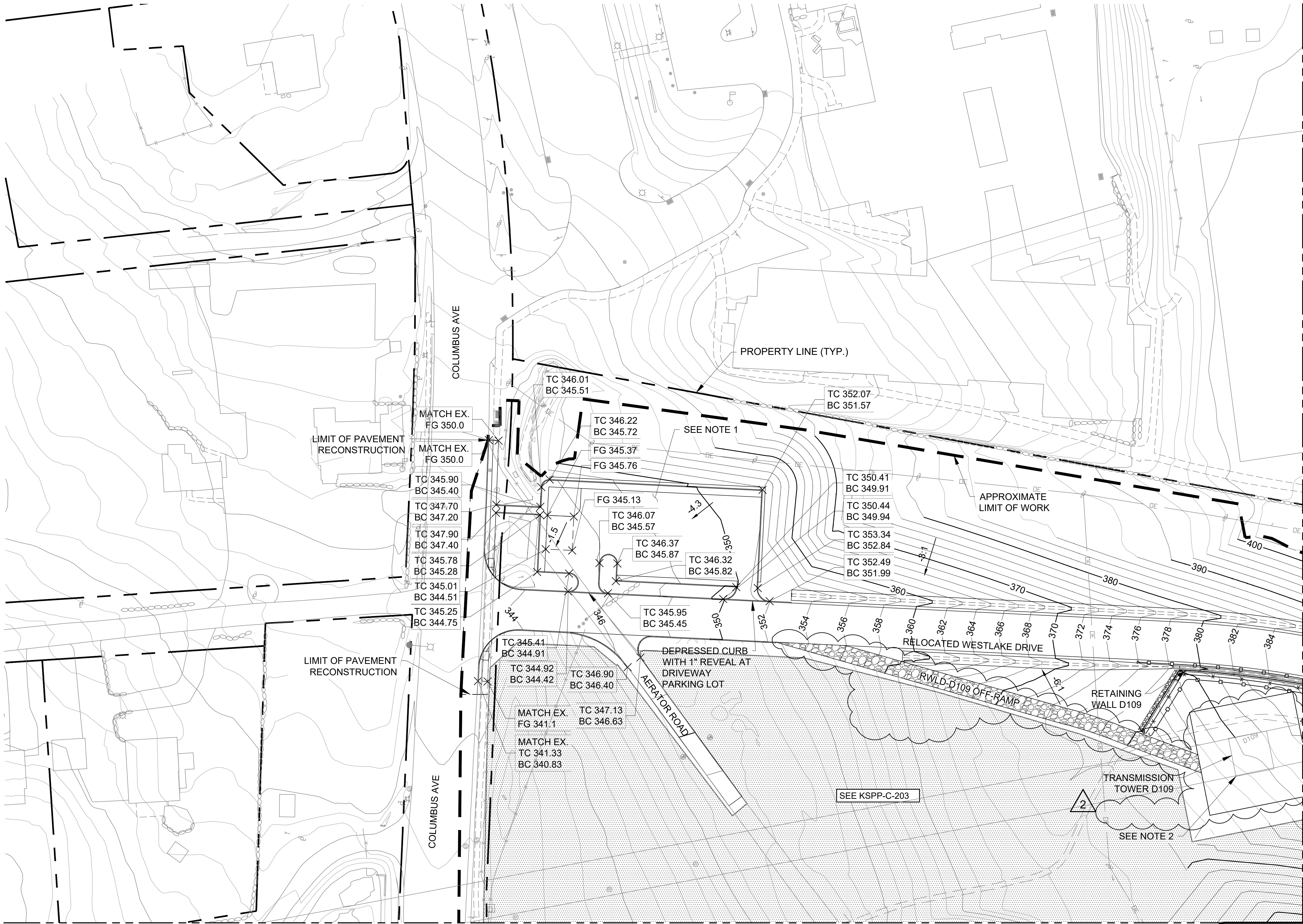
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CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION	DATE: SEPTEMBER 2023
CIVIL GRADING PLAN 1	SCALE: AS NOTED
	SHEET NO:
	DRAWING NO. KSPP-C-201.02

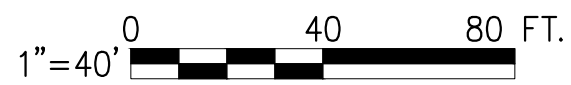
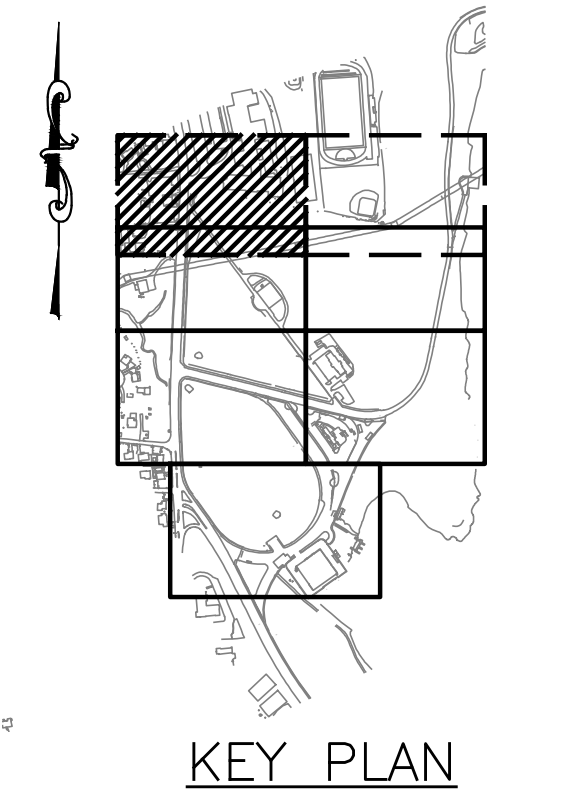
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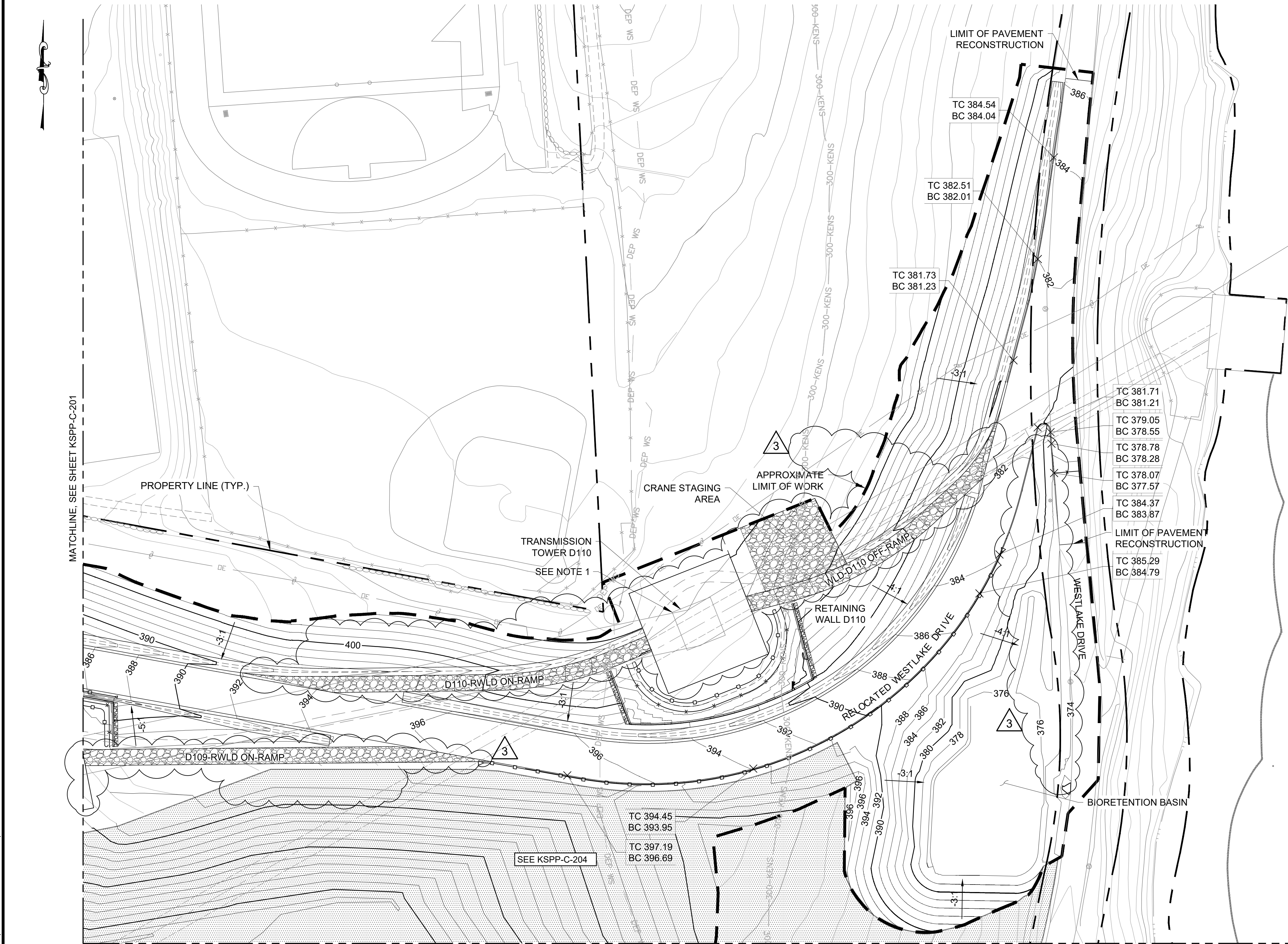
- NOTES**
- REFER TO DWG. KSPP-C-225.0 FOR ADDITIONAL PARKING LOT GRADING INFORMATION.
 - CONTRACTOR SHALL VERIFY-IN-FIELD LOCATION OF EXISTING CON EDISON TOWER GROUNDING SYSTEM. IN THE EVENT GROUNDING CABLES CONFLICT WITH FINAL GRADING, THE CONTRACTOR SHALL COORDINATE WITH CON EDISON AND RELOCATE GROUNDING CABLES TO THE REQUIRED DEPTH BELOW FINAL GRADE.

LEGEND

CRASHED STONE/ GRAVEL



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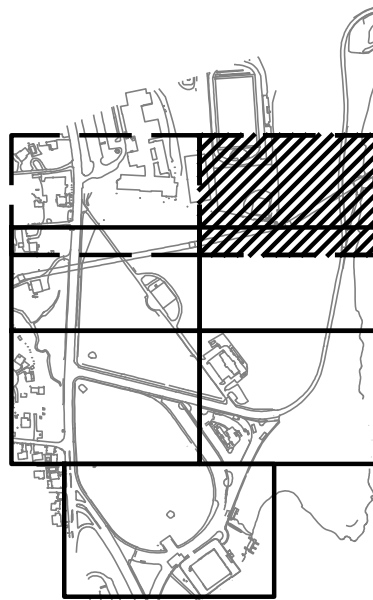
NOTES

1. CONTRACTOR SHALL VERIFY-IN-FIELD LOCATION OF EXISTING CON EDISON TOWER GROUNDING SYSTEM. IN THE EVENT GROUNDING CABLES CONFLICT WITH FINAL GRADING, THE CONTRACTOR SHALL COORDINATE WITH CON EDISON AND RELOCATE GROUNDING CABLES TO THE REQUIRED DEPTH BELOW FINAL GRADE.

LEGEND

CRASHED STONE/ GRAVEL

3



KEY PLAN

1"=40' 0 40 80 FT.

MATCHLINE, SEE SHEET KSPP-C-204

GRADING
PLAN 2
SCALE: 1" 40'

NO.	DATE	REVISIONS/DESCRIPTION	APPR'D.
3	9/23	ADDENDUM #4	VL
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1	5/23	ADDENDUM #1	VL

DESIGNED BY:
ABA
CHECKED BY:
AD
DESIGN LEAD:
VINCENT LEE, PE
SECTION MANAGER:

DRAWN BY:
EF

ARUP



ACCOUNTABLE MANAGER
JUSTIN RIVELLINO
PORTFOLIO MANAGER
LAUREN D'ATILE, PE
DEPUTY DIRECTOR, IN HOUSE DESIGN
MICHAEL LOEHR, PE

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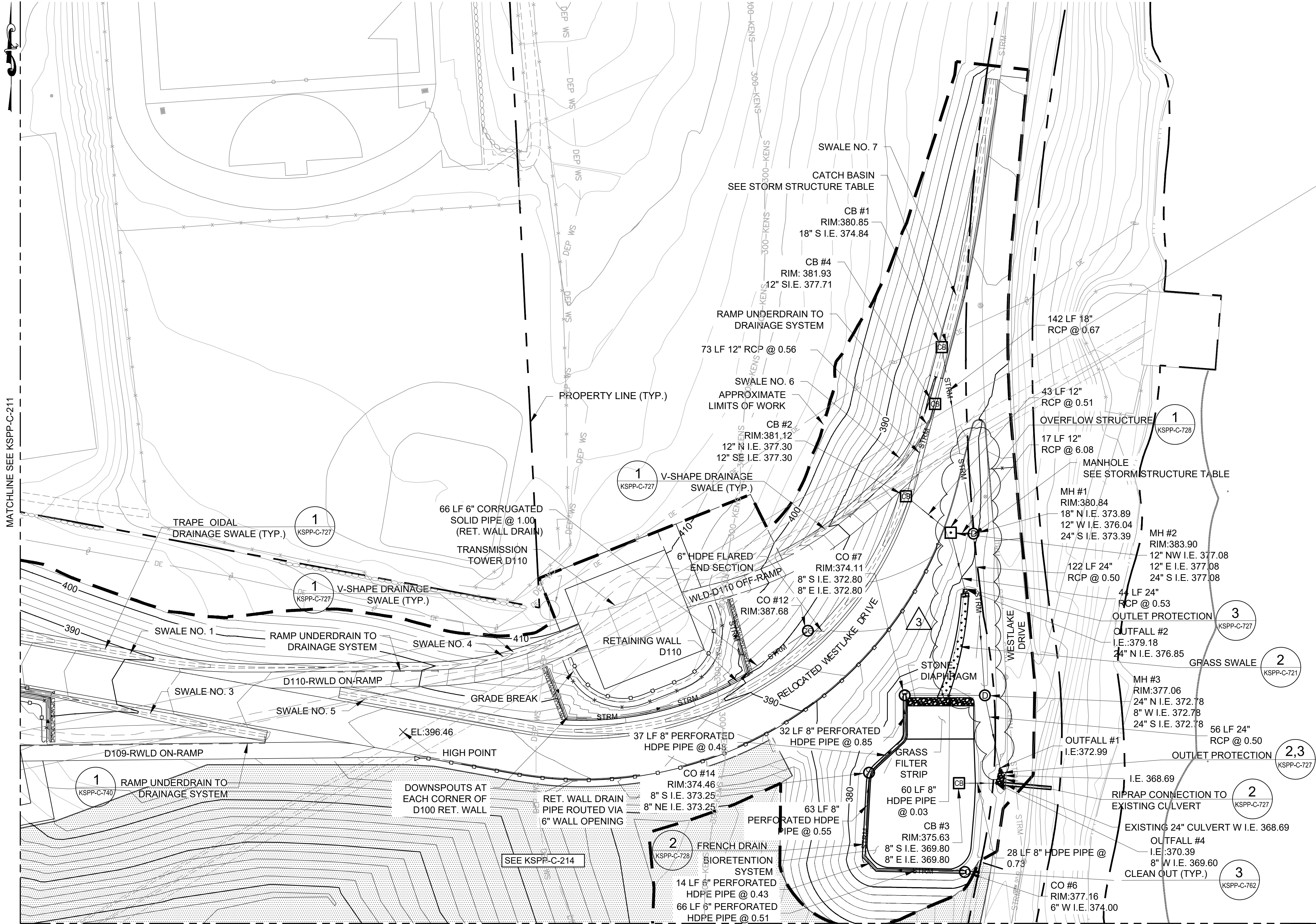
CONTRACT KENS-EAST-2
KENSICO SITE PREPARATION

CIVIL
GRADING
PLAN 2

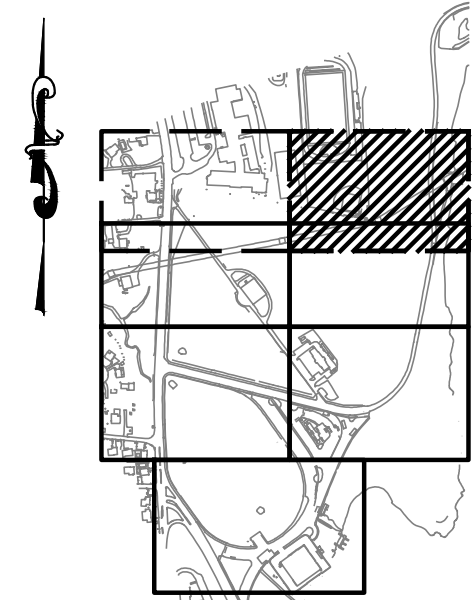
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SHEET NO:
DRAWING NO.
KSPP-C-202.03

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Drawing File Name & Drive Location: (command "zoom" "E")



STORM STRUCTURE TABLE			
NUMBER	NORTHING	EASTING	REFERENCE
CB #1	823047.94	692667.03	KSPP-C-709, 2 WITH STORMRAX PEAK GRATE OR APPROVED EQUAL
CB #2	822935.80	692640.13	KSPP-C-709, 2 WITH STORMRAX PEAK GRATE OR APPROVED EQUAL
CB #3	822720.15	692680.00	KSPP-C-709, 2 WITH STORMRAX PEAK GRATE OR APPROVED EQUAL
CB #4	823005.25	692662.01	KSPP-C-709, 2 WITH STORMRAX PEAK GRATE OR APPROVED EQUAL
CO #6	822653.34	692684.31	KSPP-C-762, 3
CO #7	822786.22	692639.11	KSPP-C-762, 3
CO #12	822834.71	692566.38	KSPP-C-762, 3
CO #14	822728.03	692612.30	KSPP-C-762, 3
MH #1	822907.66	692690.84	KSPP-C-707, 1
MH #2	822908.45	692673.75	KSPP-C-707, 1
MH #3	822786.14	692699.36	KSPP-C-728, 1
OUTFALL #1	822731.53	692710.90	KSPP-C-727, 2, 3
OUTFALL #2	822866.08	692684.29	KSPP-C-727, 3
OUTFALL #4	822720.10	692707.53	KSPP-C-727, 2



KEY PLAN



DRAINAGE
PLAN 2
SCALE: 1" = 40'



ADDENDUM NO. 4
DATE ISSUED: 09/2023

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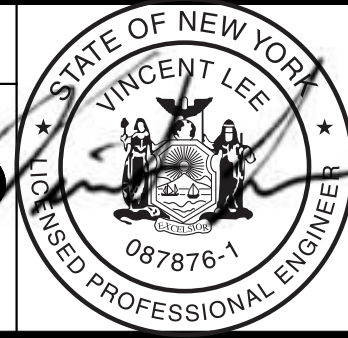
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NO.	DATE	REVISIONS/DESCRIPTION	APPR'D.
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2	8/23	ADDENDUM #3	VL
1	5/23	ADDENDUM #1	VL

DESIGNED BY: DH	SECTION MANAGER:
CHECKED BY: VL	
DESIGN LEAD: VINCENT LEE, PE	
SECTION MANAGER:	

ARUP



ACCOUNTABLE MANAGER JUSTIN RIVELLINO	DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE
PORTFOLIO MANAGER LAUREN D'ATILE, PE	

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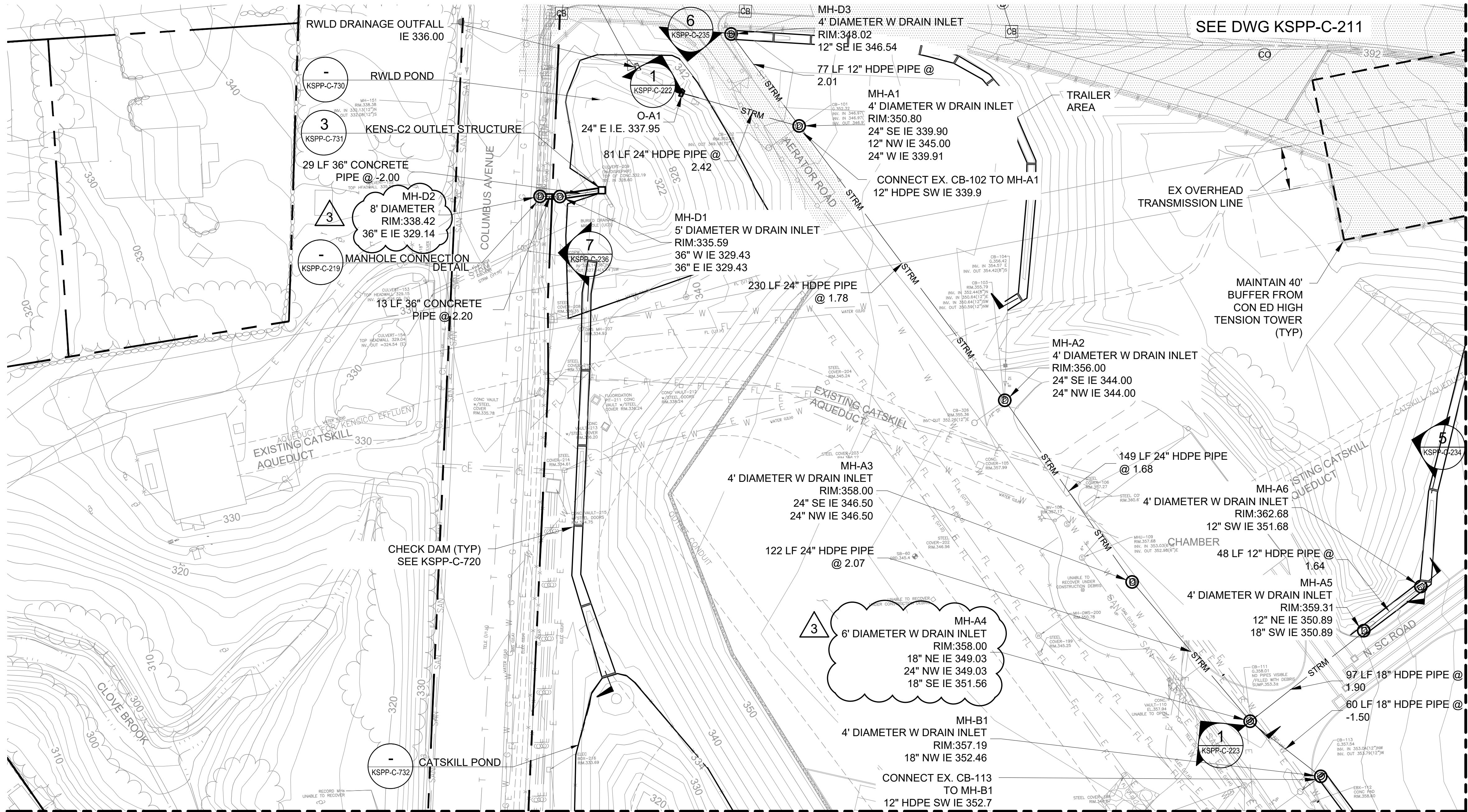
CONTRACT KENS-EAST-2
KENSICO SITE PREPARATION

CIVIL
DRAINAGE
PLAN 2

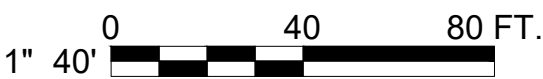
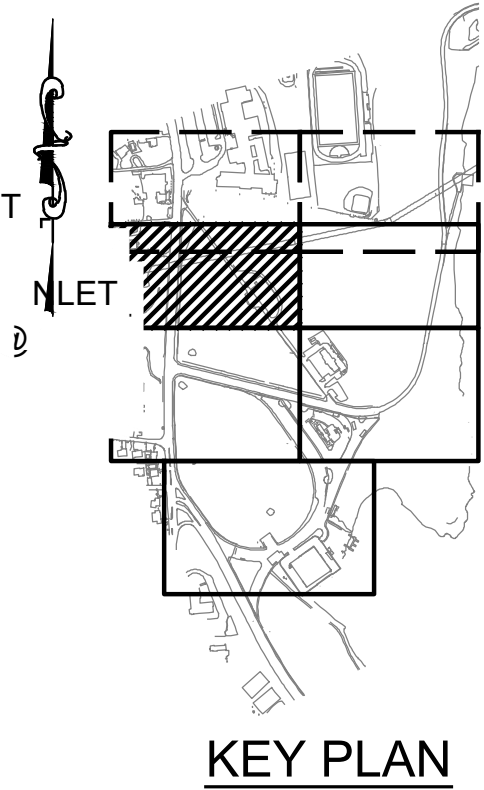
DATE: SEPTEMBER 2023
SCALE: AS NOTED
SHEET NO:
DRAWING NO. KSPP-C-212.03

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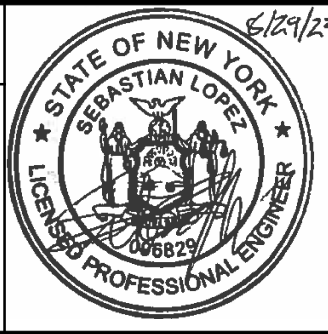


DRAINAGE PLAN 3
SCALE: 1" = 40'



NO.	DATE	REVISIONS/DESCRIPTION	APPRD.
3	08/2023	ADDENDUM #4	SL
2	08/2023	ADDENDUM #2	SL
1	07/2023	ADDENDUM #1	SL

DESIGNED BY: SL, MT, AF, PS, MH	DRAWN BY: CC, JC
CHECKED BY: DD, MR	
DESIGN LEAD: SEBASTIAN LOPE , PE	
SECTION MANAGER: ALEXANDER LOPE , PE	



ACCOUNTABLE MANAGER JUSTIN RIVELLINO
PORTFOLIO MANAGER LAUREN D'ATTILE, PE
DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE

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ADDENDUM NO. 4
DATE ISSUED: 09/2023

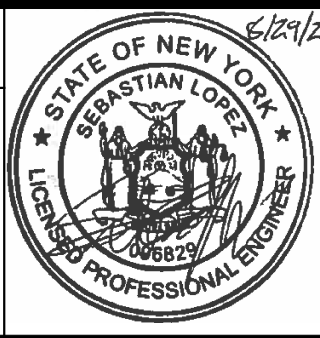
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IF SHEET IS LESS THAN 22" X 34" IT IS A REDUCED PRINT. SCALE ACCORDINGLY	

CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION	DATE: APRIL 2023 SCALE: AS NOTED SHEET NO:
CIVIL DRAINAGE PLAN 3	DRAWING NO. KSPP-C-213.03

Last Saved By: Eptter Last Date Saved: 8/23/2023 4:06 PM Date & Time Plotted: 8/30/2023 3:47 PM
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NO.	DATE	REVISIONS/DESCRIPTION	APPR'D.
2	08/2023	ADDENDUM #4	SL
1	07/2023	ADDENDUM #2	SL

DESIGNED BY: SL, MT, AF, PS, MH	DRAWN BY: CC, JC
CHECKED BY: DD, MR	
DESIGN LEAD: SEBASTIAN LOPE , PE	
SECTION MANAGER: ALEXANDER LOPE , PE	



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PORTFOLIO MANAGER LAUREN D'ATTILE, PE	
DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE	

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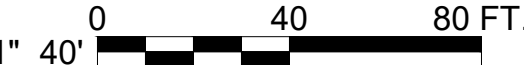
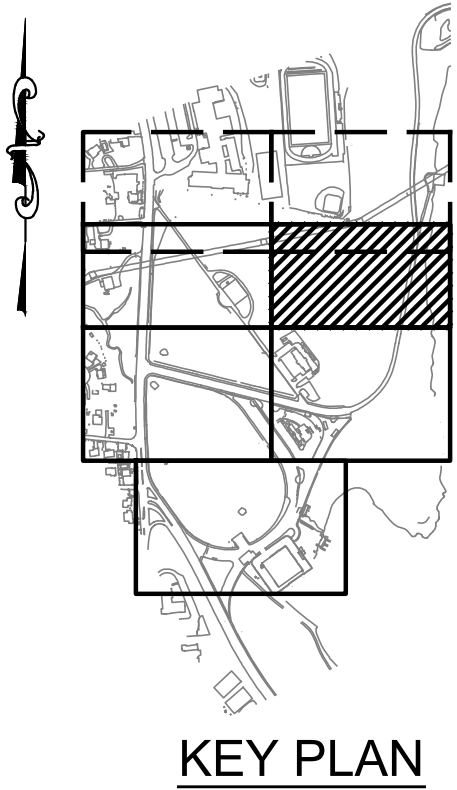
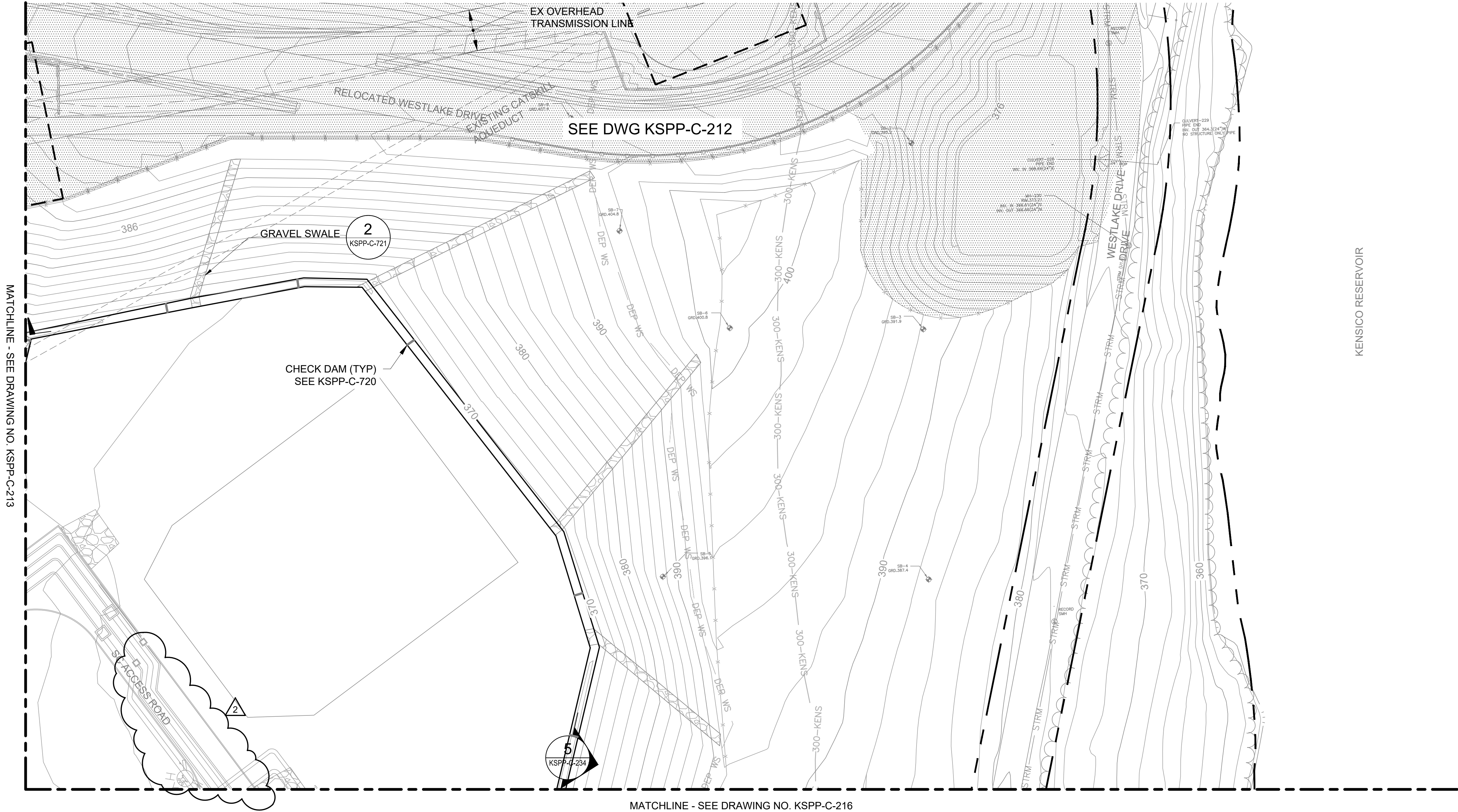
ADDENDUM NO. 4
DATE ISSUED: 09/2023

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SCALE ACCORDINGLY

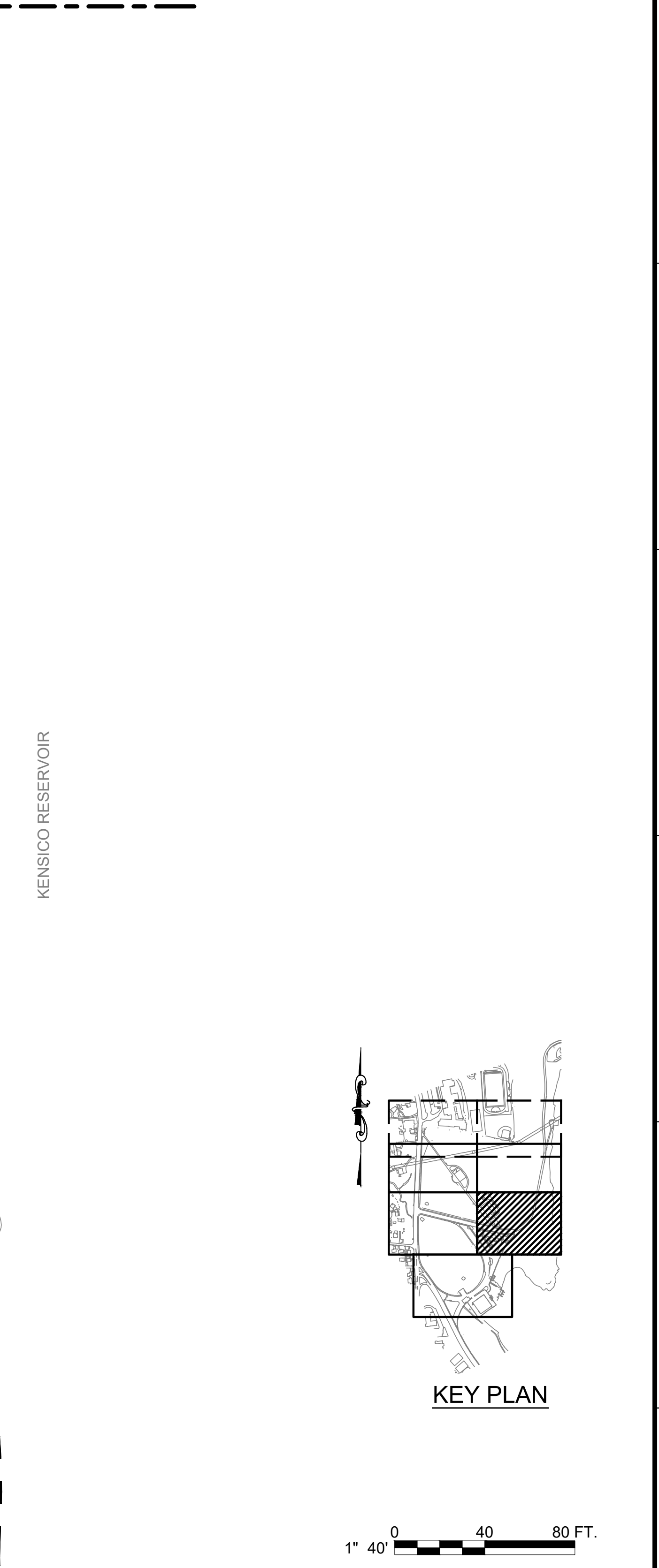
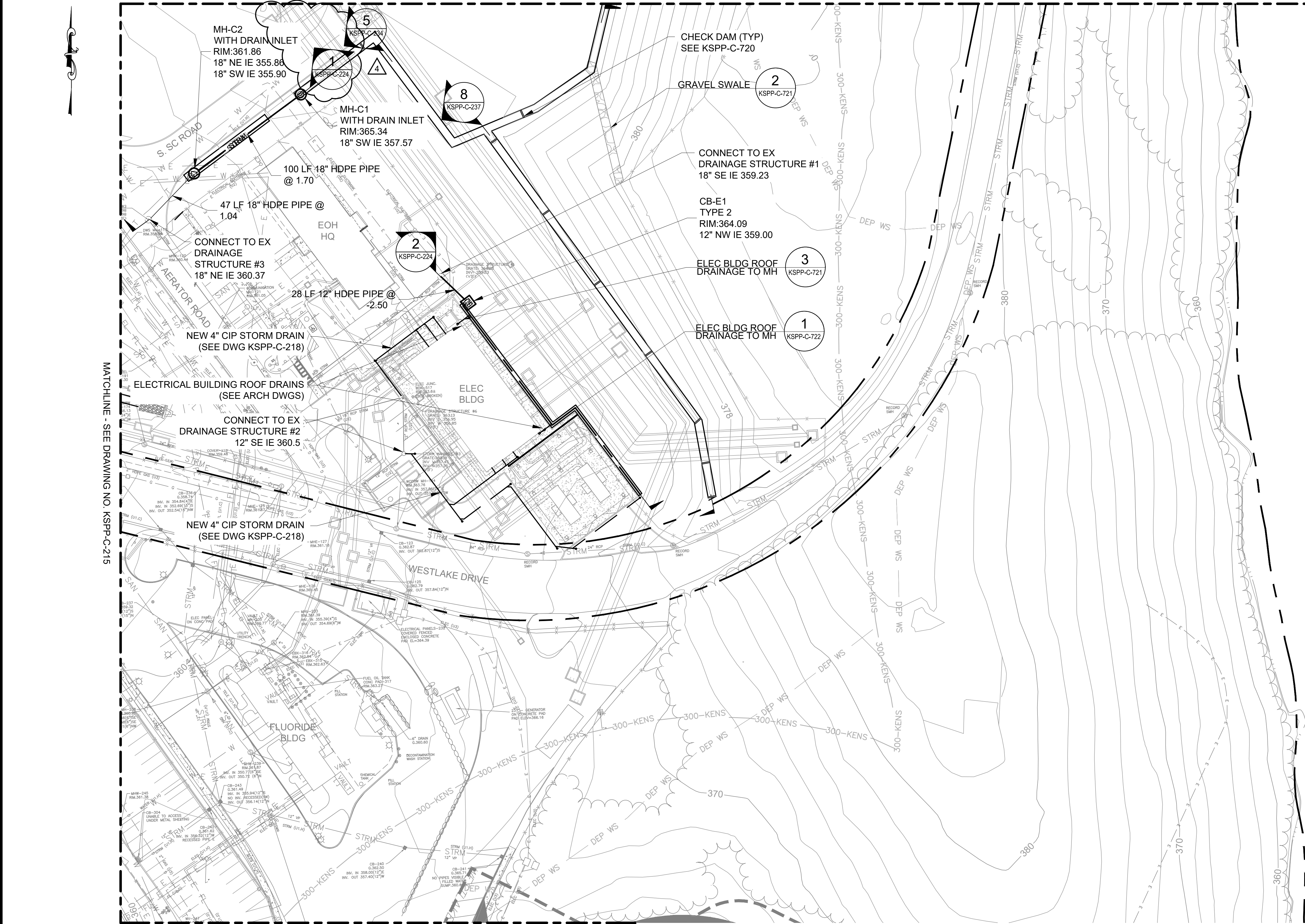
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CONVERSION (ft)
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CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION	DATE: APRIL 2023
CIVIL DRAINAGE PLAN 4	SCALE: AS NOTED
	SHEET NO:
	DRAWING NO. KSPP-C-214.02

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NO.

DATE

REVISIONS/DESCRIPTION

APPR'D.

4

08/2023

ADDENDUM #4

SL

3

08/2023

ADDENDUM #3

SL

2

07/2023

ADDENDUM #2

SL

1

07/2023

ADDENDUM #1

SL

DESIGNED BY:
SL, MT, AF, PS, MH

CHECKED BY:
DD, MR

DESIGN LEAD:
SEBASTIAN LOPE, PE

SECTION MANAGER:
ALEXANDER LOPE, PE

DRAWN BY:
CC, JC

ACCOUNTABLE MANAGER
JUSTIN RIVELLINO

PORTFOLIO MANAGER
LAUREN D'ATILE, PE

DEPUTY DIRECTOR, IN HOUSE DESIGN
MICHAEL LOEHR, PE

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CONTRACT KENS-EAST-2
KENSICO SITE PREPARATION

CIVIL
DRAINAGE
PLAN 6

DATE: APRIL 2023

SCALE: AS NOTED

SHEET NO:

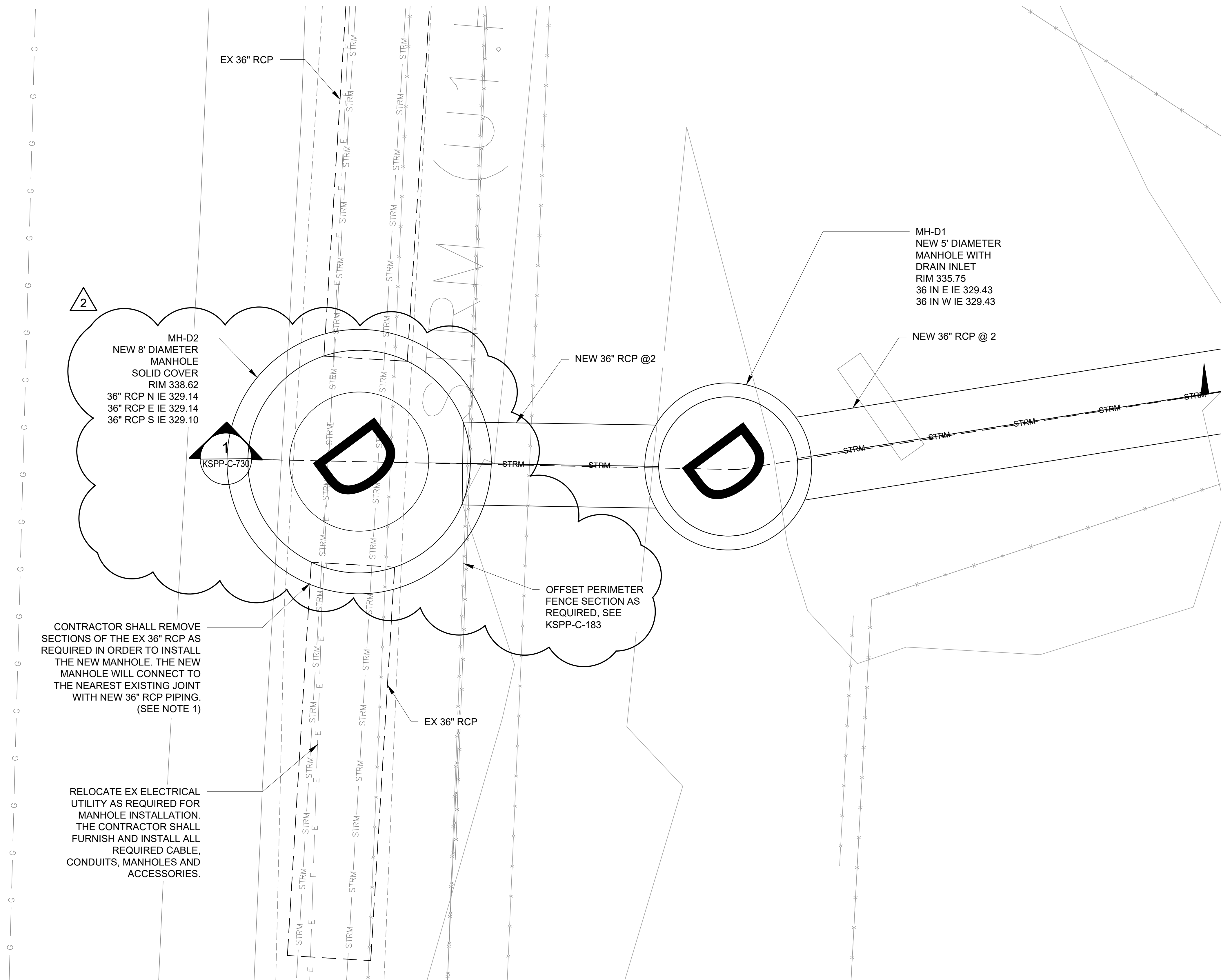
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KSPP-C-216.04

ADDENDUM NO. 4
DATE ISSUED: 09/2023

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NOTES:

1. CONTRACTOR SHALL MAKE THE NEW RCP CONNECTION IN ACCORDANCE WITH THE BWSO STANDARD SEWER AND WATER MAIN SPECIFICATIONS - SECTION 21.05 PRECAST REINFORCED CONCRETE PIPE.

CONTRACTOR SHALL REMOVE
SECTIONS OF THE EX 36" RCP AS
REQUIRED IN ORDER TO INSTALL
THE NEW MANHOLE. THE NEW
MANHOLE WILL CONNECT TO
THE NEAREST EXISTING JOINT
WITH NEW 36" RCP PIPING.
(SEE NOTE 1)

RELOCATE EX ELECTRICAL
UTILITY AS REQUIRED FOR
MANHOLE INSTALLATION.
THE CONTRACTOR SHALL
FURNISH AND INSTALL ALL
REQUIRED CABLE,
CONDUITS, MANHOLES AND
ACCESSORIES.

NEW 36" RCP @2

MH-D1
NEW 5' DIAMETER
MANHOLE WITH
DRAIN INLET
RIM 335.75
36 IN E IE 329.43
36 IN W IE 329.43



NEW 36" RCP @ 2'

OFFSET PERIMETER
FENCE SECTION AS
REQUIRED, SEE
KSPF-C-183

EX 36" RCP

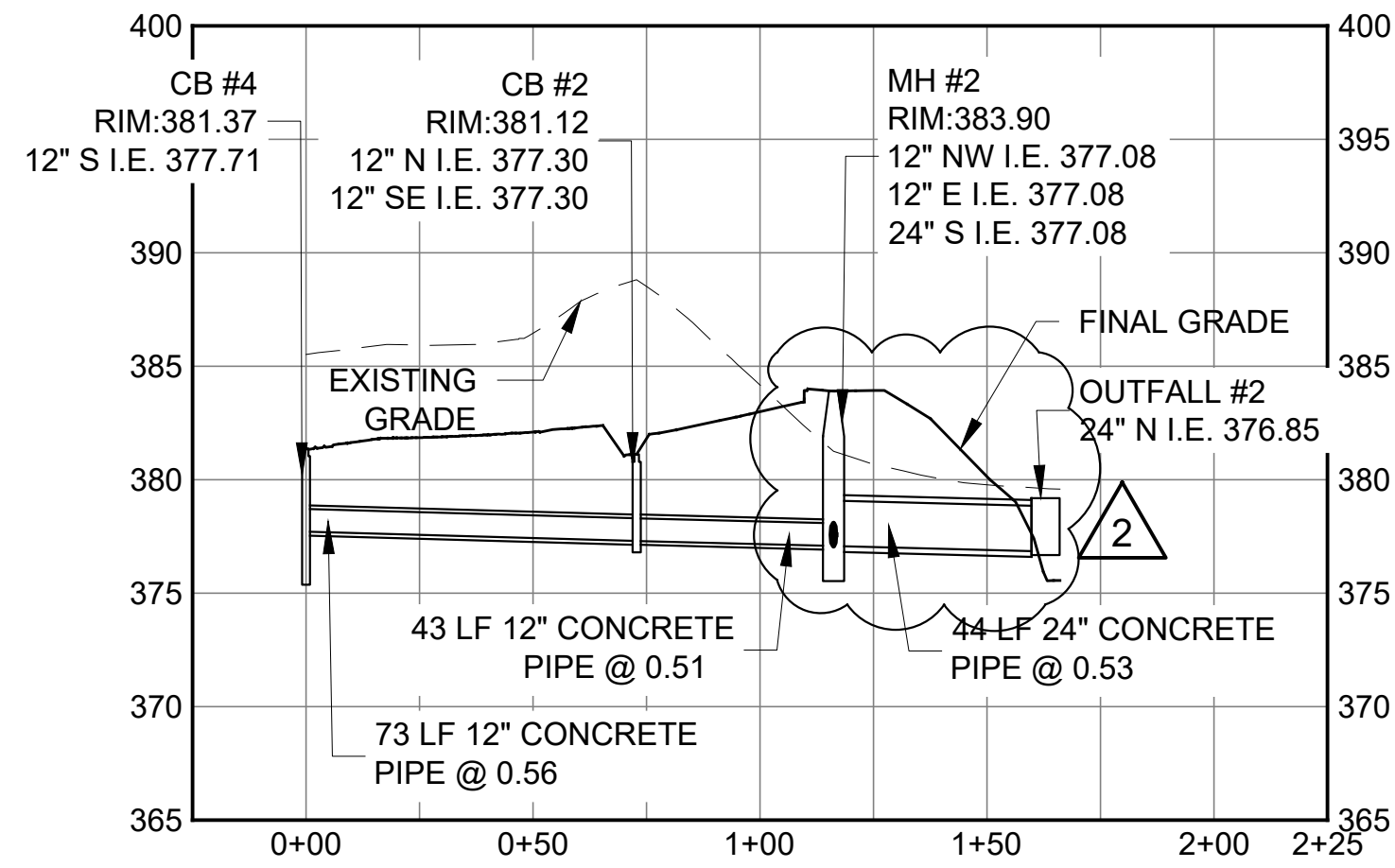
DRAINAGE
RWLD POND MANHOLE CONNECTION DETAIL

SCALE: 1"=2'

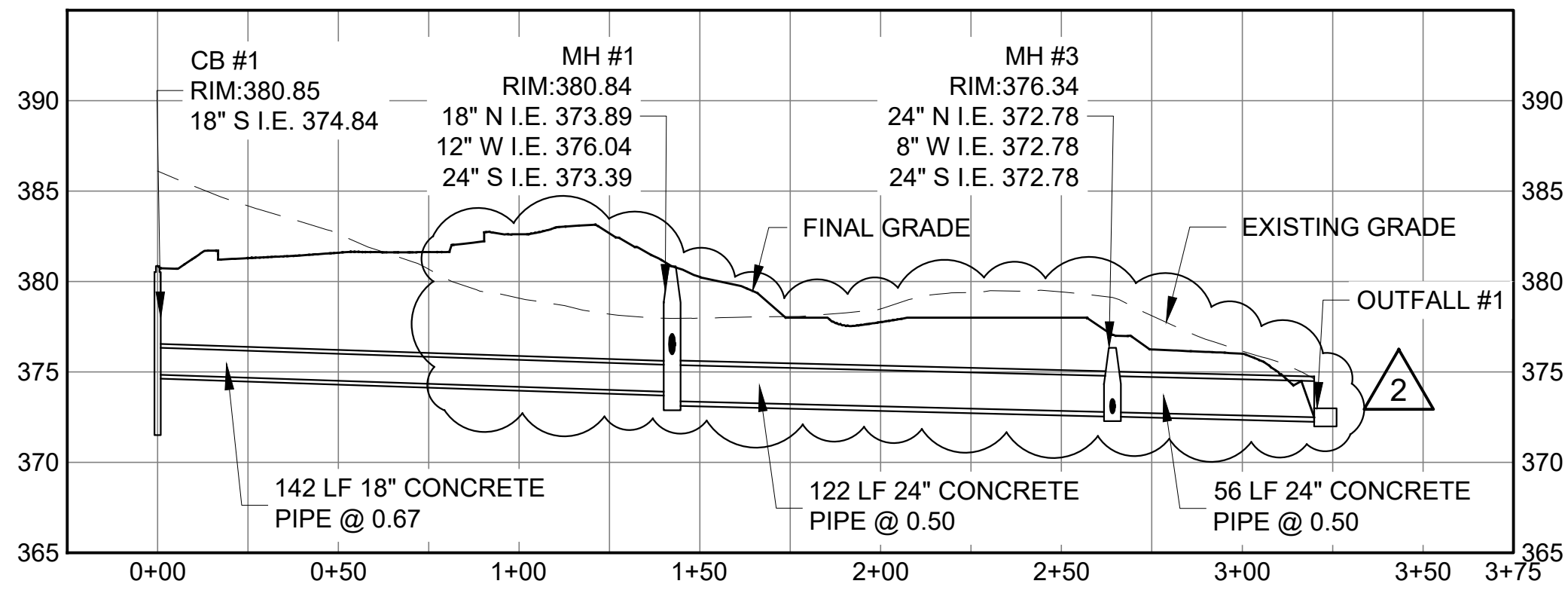
				DESIGNED BY: SL, MT, AF, PS, MH	DRAWN BY: CC, JC	 	ACCOUNTABLE MANAGER JUSTIN RIVELLINO	"WARNING-IT IS A VIOLATION, OF THE NEW YORK STATE EDUCATION LAW, SECTION, 7209.2, FOR ANY PERSON, UNLESS (S)HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT IN ANY WAY. IF ALTERED, THE ALTERING PERSON SHALL COMPLY WITH THE REQUIREMENTS OF NEW YORK EDUCATION, LAW, SECTION, 7209.2." www.nyc.gov/dep	NEW YORK CITY ENVIRONMENTAL PROTECTION BUREAU OF ENGINEERING DESIGN & CONSTRUCTION 96-05 HORACE HARDING EXPRESSWAY 5th FLOOR CORONA, NEW YORK 11368 www.nyc.gov/dep	CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION CIVIL DRAINAGE MANHOLE CONNECTION DETAIL	DATE: APRIL 2023
				CHECKED BY: DD, MR	PORTFOLIO MANAGER LAUREN D'ATTILE, PE		SCALE: AS NOTED				
				DESIGN LEAD: SEBASTIAN LOPE , PE	DEPUTY DIRECTOR, IN HOUSE DESIGN		SHEET NO:				
2	09/2023	ADDENDUM #4	SL	SECTION MANAGER: ALEXANDER LOPE , PE	MICHAEL LOEHR, PE		DRAWING NO. KSPP-C-219.02				
1	07/2023	ADDENDUM #2	SL								
NO.	DATE	REVISIONS/DESCRIPTION	APPR'D.								

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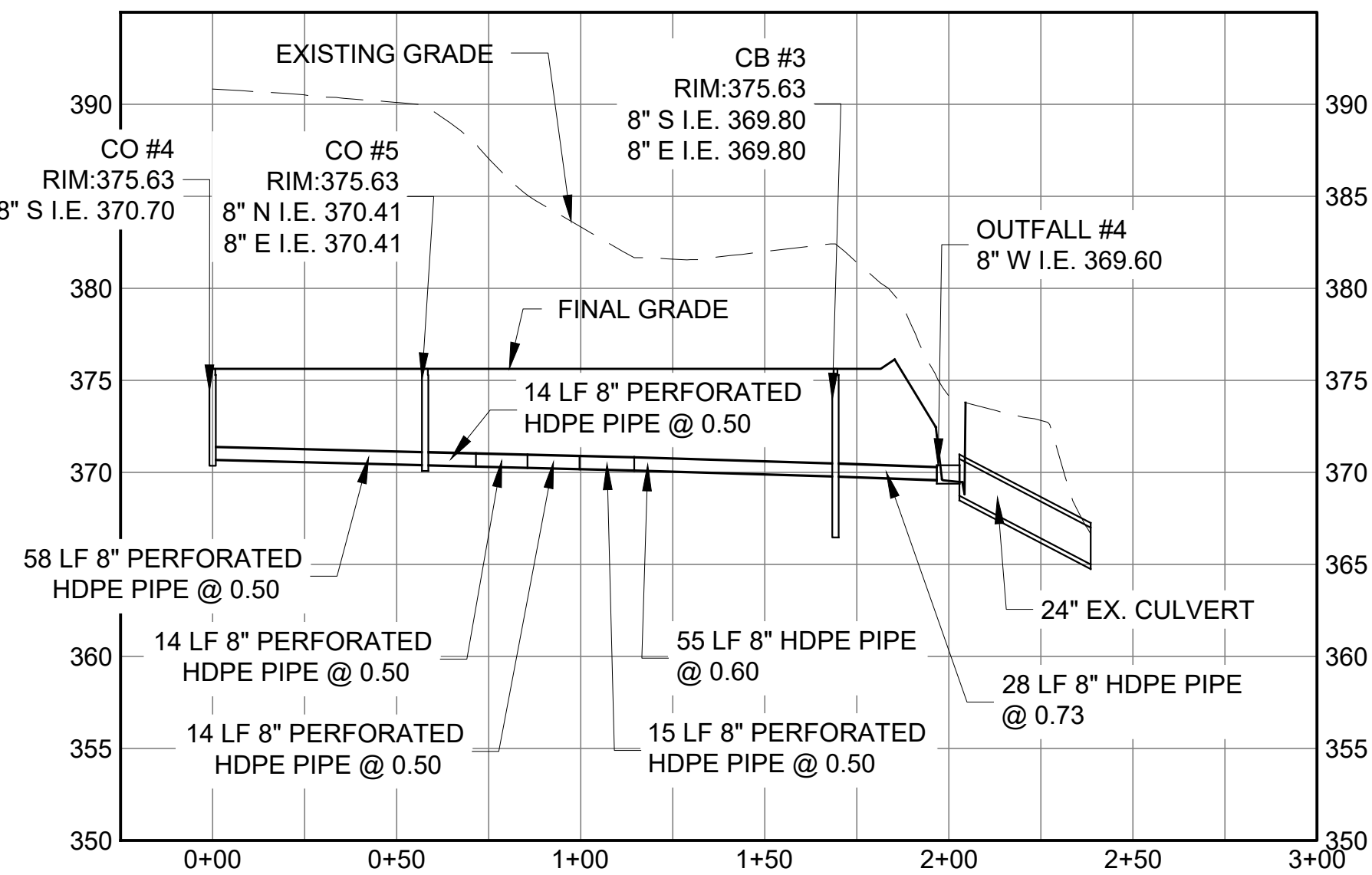
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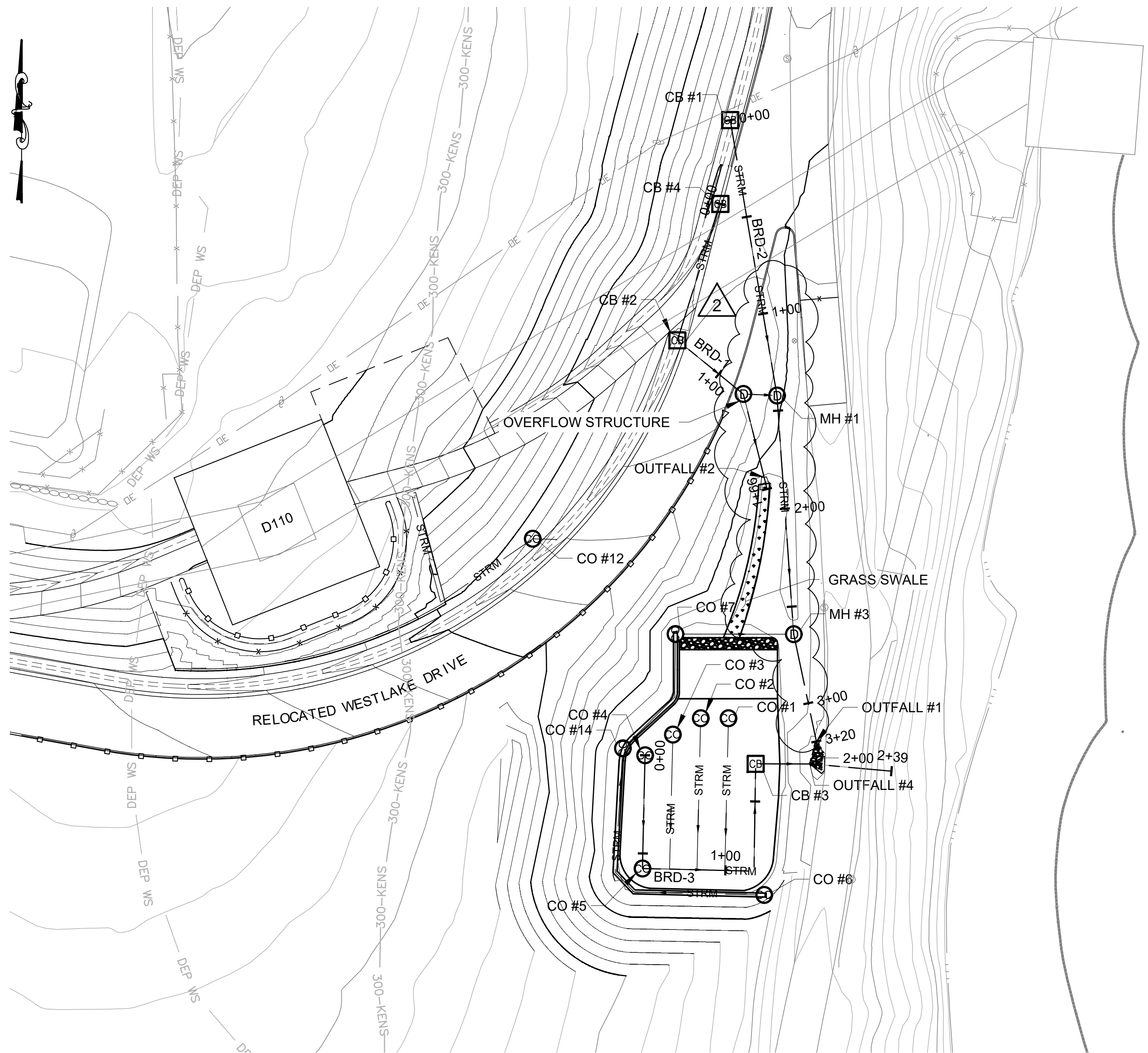
1 BIORETENTION DRAINAGE PROFILE BDR-1
SCALE: 1' = 40'



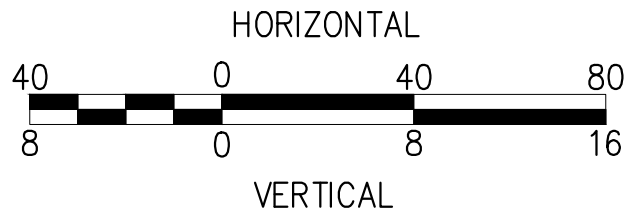
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SCALE: 1' = 40'






3 BIORETENTION DRAINAGE PROFILE BDR-3
SCALE: 1' = 40'



4 BIORETENTION DRAINAGE PLAN
SCALE: 1' = 40'

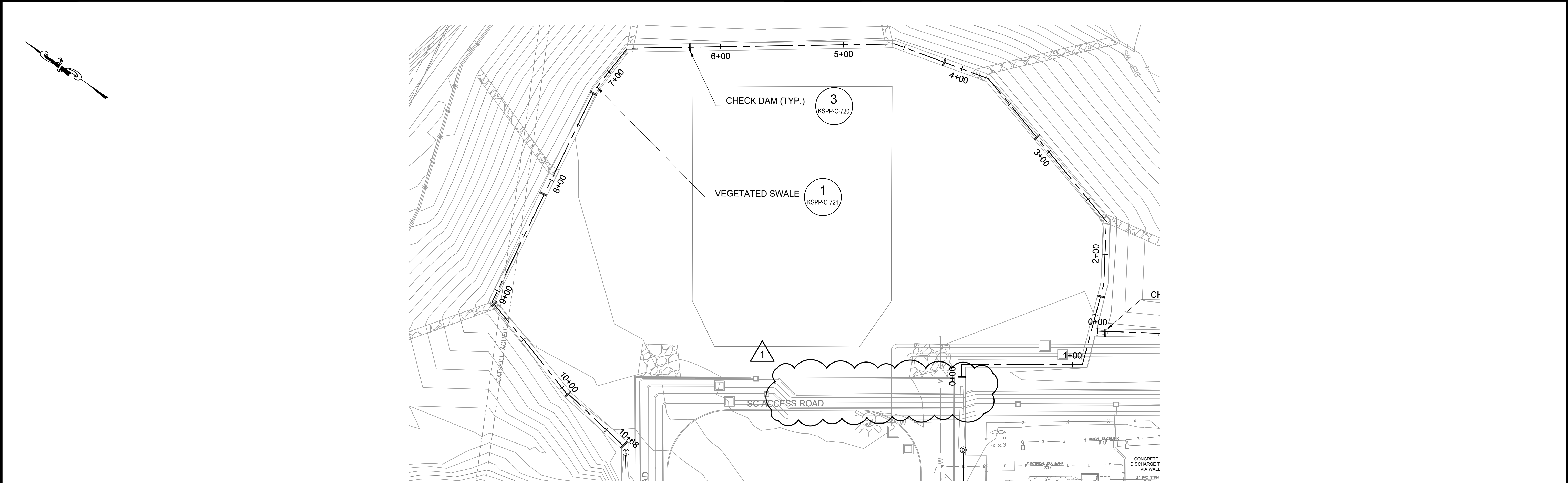


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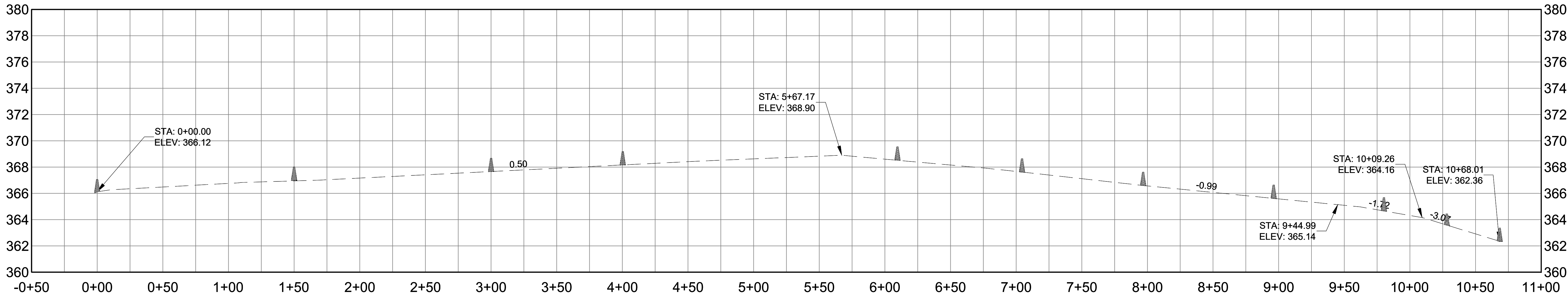
					DESIGNED BY: ABA	DRAWN BY: EF			ACCOUNTABLE MANAGER JUSTIN RIVELLINO	"WARNING-IT IS A VIOLATION, OF THE NEW YORK STATE EDUCATION LAW, SECTION, 7209.2, FOR ANY PERSON, UNLESS (S)HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT IN ANY WAY. IF ALTERED, THE ALTERING PERSON SHALL COMPLY WITH THE REQUIREMENTS OF NEW YORK EDUCATION, LAW, SECTION, 7209.2."	NEW YORK CITY ENVIRONMENTAL PROTECTION BUREAU OF ENGINEERING DESIGN & CONSTRUCTION 96-05 HORACE HARDING EXPRESSWAY 5th FLOOR CORONA, NEW YORK 11368 www.nyc.gov/dep	CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION CIVIL DRAINAGE PLAN AND PROFILE 2	DATE: SEPTEMBER 2023
				CHECKED BY: VL	PORTFOLIO MANAGER LAUREN D'ATILE, PE				SCALE: AS NOTED				
				DESIGN LEAD: VINCENT LEE, PE	DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE				SHEET NO:				
2	9/23	ADDENDUM #4	VL	SECTION MANAGER:									DRAWING NO. KSPP-C-221.02
1	5/23	ADDENDUM #1	VL										
NO.	DATE	REVISIONS/DESCRIPTION		APPR'D.									

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SCREEN CHAMBER SWALE PLAN
SCALE: 1" = 40'



5 SCREEN CHAMBER SWALE PROFILE
HOR SCALE: 1" = 40'
VERT SCALE: 1" = 4'



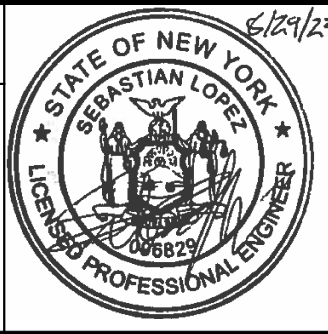
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CONVERSION (ft)
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0 = NAVD88

DESIGNED BY: SL, MT, AF, PS, MH	DRAWN BY: CC, JC
CHECKED BY: DD, MR	
DESIGN LEAD: SEBASTIAN LOPE, PE	
SECTION MANAGER: ALEXANDER LOPE, PE	



ACCOUNTABLE MANAGER
JUSTIN RIVELLINO
PORTFOLIO MANAGER
LAUREN D'ATTILE, PE
DEPUTY DIRECTOR, IN HOUSE DESIGN
MICHAEL LOEHR, PE

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**CONTRACT KENS-EAST-2
KENSICO SITE PREPARATION**

CIVIL
DRAINAGE SWALE PROFILES
SHEET 5

DATE: APRIL 2023
SCALE: AS NOTED
SHEET NO:
DRAWING NO.
KSPP-C-234.01

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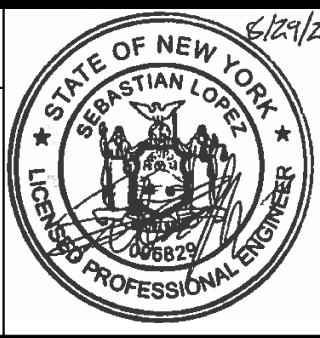
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NO.	DATE	REVISIONS/DESCRIPTION	APPR'D.
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3	08/2023	ADDENDUM #3	SL
2	07/2023	ADDENDUM #2	SL
1	07/2023	ADDENDUM #1	SL

DESIGNED BY: SL, MT, AF, PS, MH	DRAWN BY: CC, JC
CHECKED BY: DD, MR	
DESIGN LEAD: SEBASTIAN LOPE , PE	
SECTION MANAGER: ALEXANDER LOPE , PE	



ACCOUNTABLE MANAGER JUSTIN RIVELLINO
PORTFOLIO MANAGER LAUREN D'ATILE, PE
DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE

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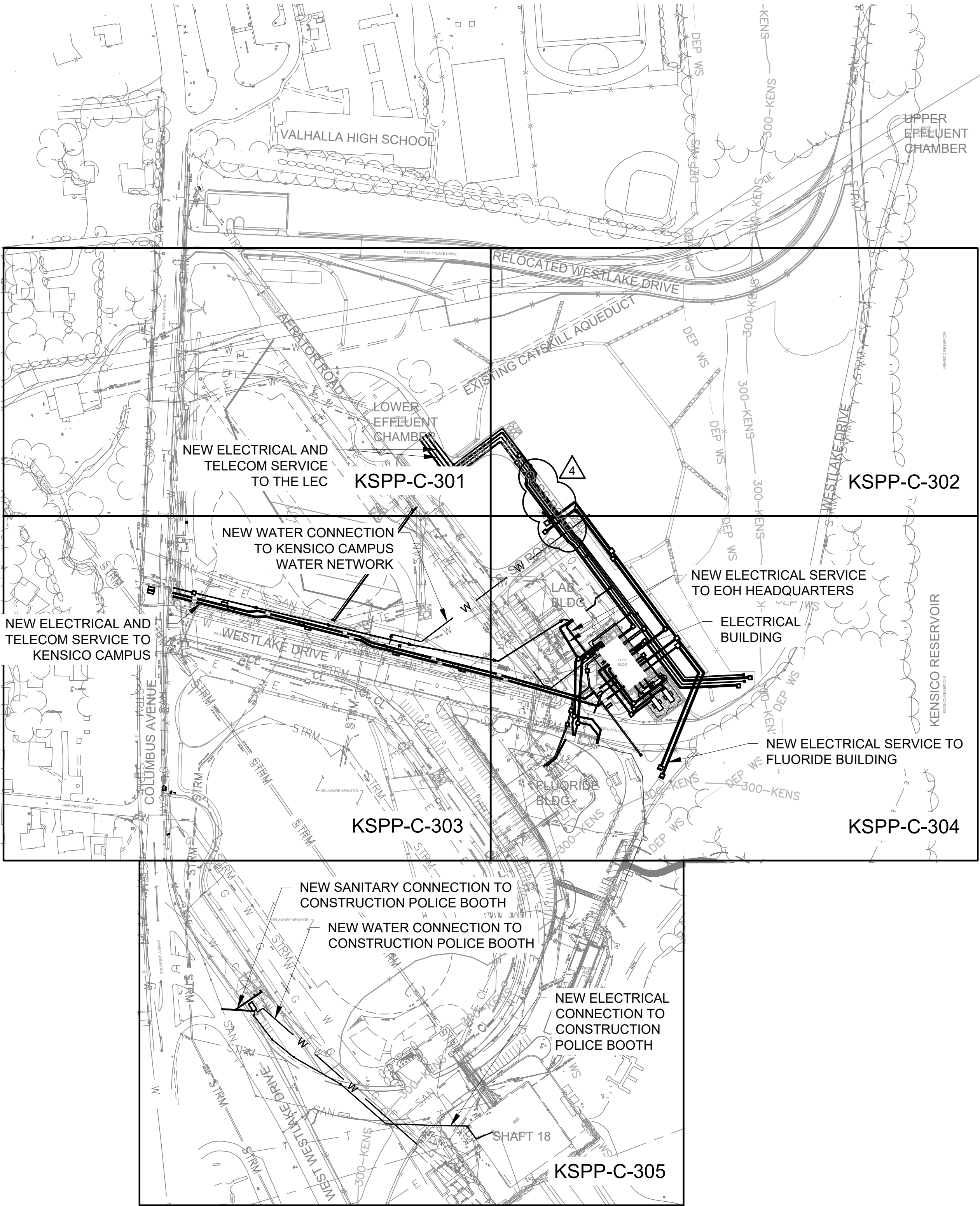


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CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION	DATE: APRIL 2023
CIVIL SITE UTILITY OVERALL PLAN	SCALE: AS NOTED
	SHEET NO:
	DRAWING NO. KSPP-C-300.04



**SITE UTILITY
OVERALL PLAN**
SCALE: 1"=150'

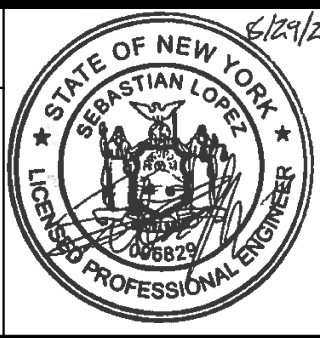


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Drawing File Name & Drive Location: (command 'zoom' 'E')

NO.	DATE	REVISIONS/DESCRIPTION	APPR'D.
1	09/2023	ADDENDUM #4	SL

DESIGNED BY: SL, MT, AF, PS, MH	DRAWN BY: CC, JC
CHECKED BY: DD, MR	
DESIGN LEAD: SEBASTIAN LOPE , PE	
SECTION MANAGER: ALEXANDER LOPE , PE	



ACCOUNTABLE MANAGER JUSTIN RIVELLINO
PORTFOLIO MANAGER LAUREN D'ATTILE, PE
DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE

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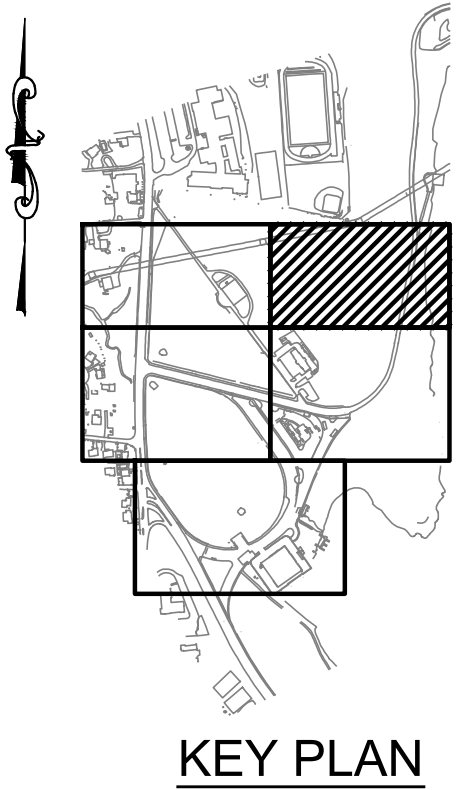
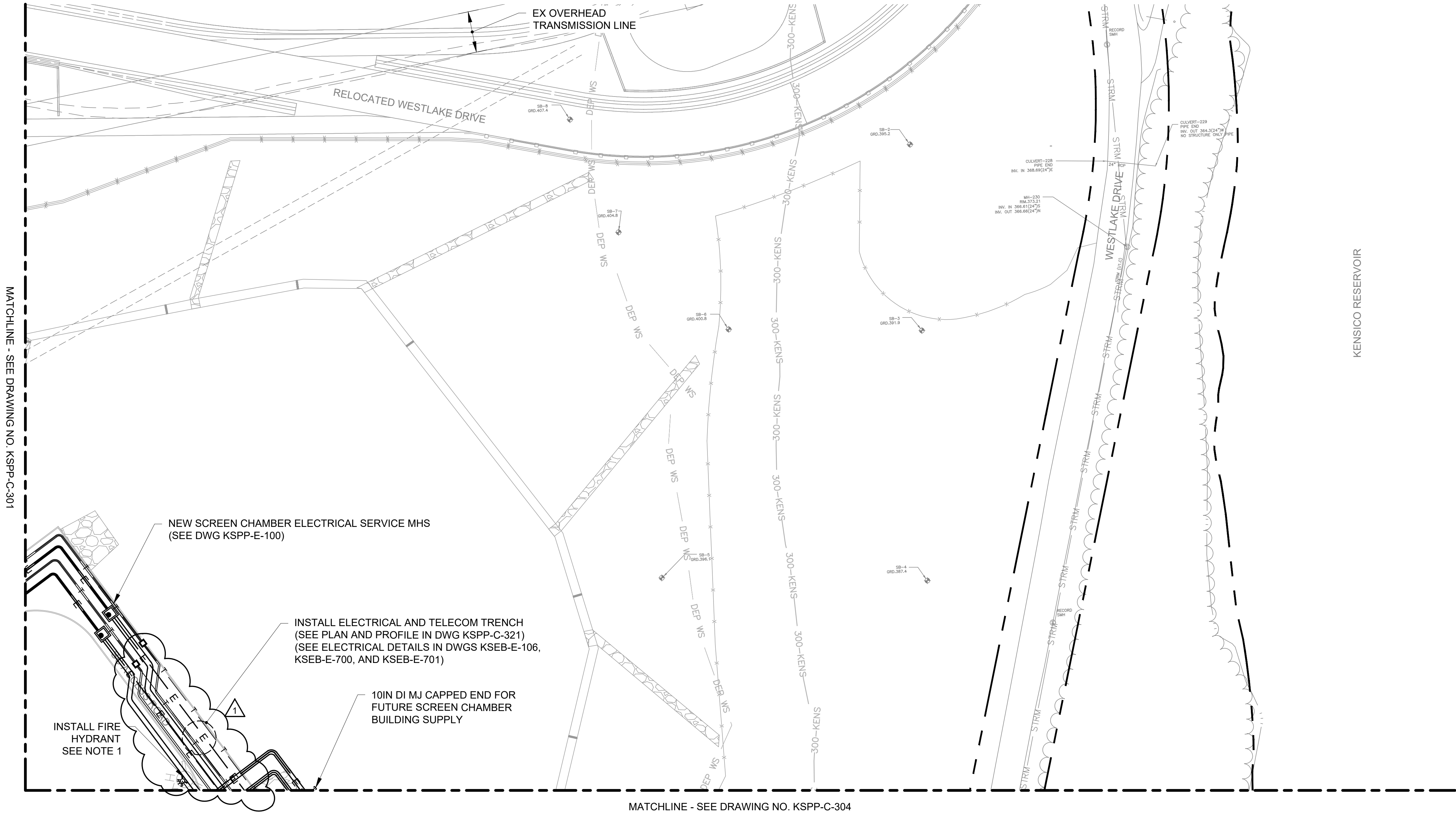
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CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION	DATE: APRIL 2023
CIVIL SITE UTILITY PLAN 2	SCALE: AS NOTED
	SHEET NO:
	DRAWING NO. KSPP-C-302.01

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NOTES:

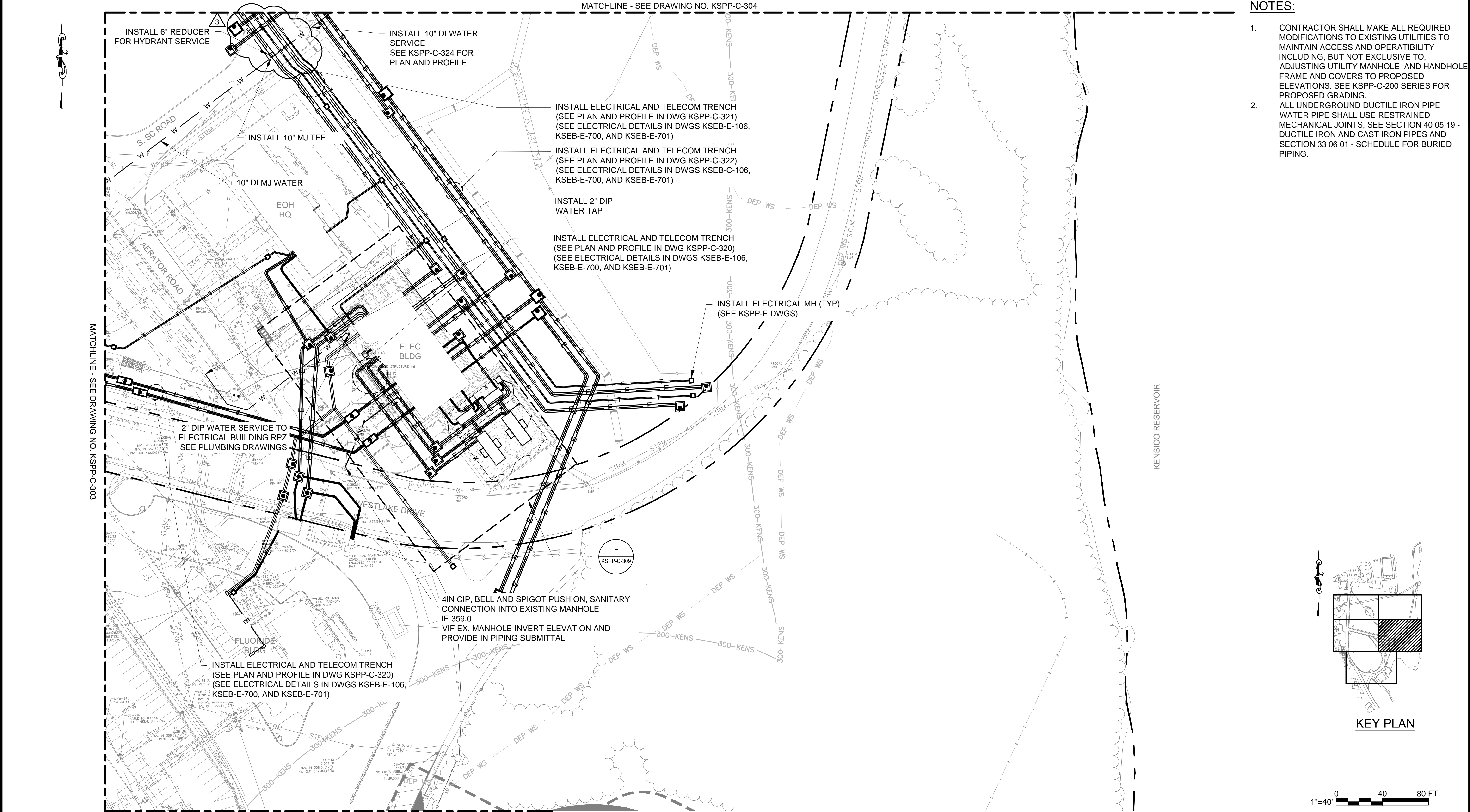
- PROVIDE FIRE HYDRANT, HYDRANT DRAINAGE, 6" WATER SUPPLY, AND 6" VALVE BOX IN ACCORDANCE WITH NYCDEP BWSO STANDARD WATER MAIN DRAWINGS AND SPECIFICATIONS.
- FIRE HYDRANT, VALVES, AND APPURTENANCES SHALL COMPLY WITH THE TOWN OF MOUNT PLEASANT FIRE DEPARTMENT REQUIREMENTS.



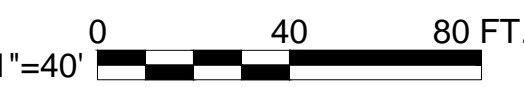
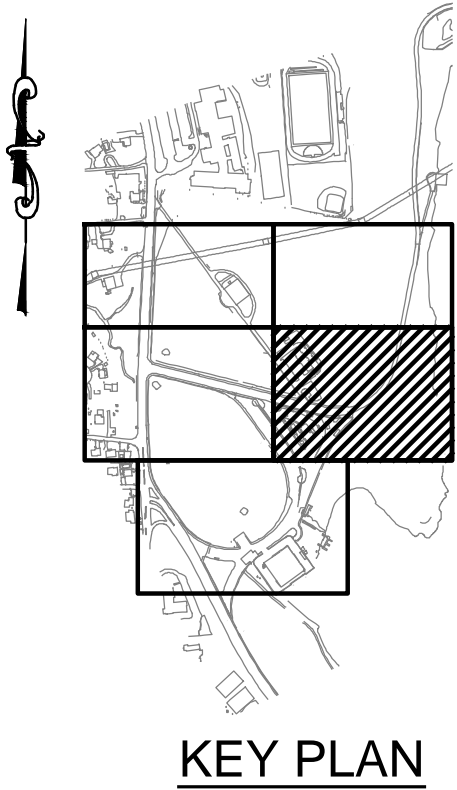
SITE UTILITY
PLAN 2
SCALE: 1" 40'



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- NOTES:**
- CONTRACTOR SHALL MAKE ALL REQUIRED MODIFICATIONS TO EXISTING UTILITIES TO MAINTAIN ACCESS AND OPERATIBILITY INCLUDING, BUT NOT EXCLUSIVE TO, ADJUSTING UTILITY MANHOLE AND HANDHOLE FRAME AND COVERS TO PROPOSED ELEVATIONS. SEE KSPP-C-200 SERIES FOR PROPOSED GRADING.
 - ALL UNDERGROUND DUCTILE IRON PIPE WATER PIPE SHALL USE RESTRAINED MECHANICAL JOINTS, SEE SECTION 40 05 19 - DUCTILE IRON AND CAST IRON PIPES AND SECTION 33 06 01 - SCHEDULE FOR BURIED PIPING.

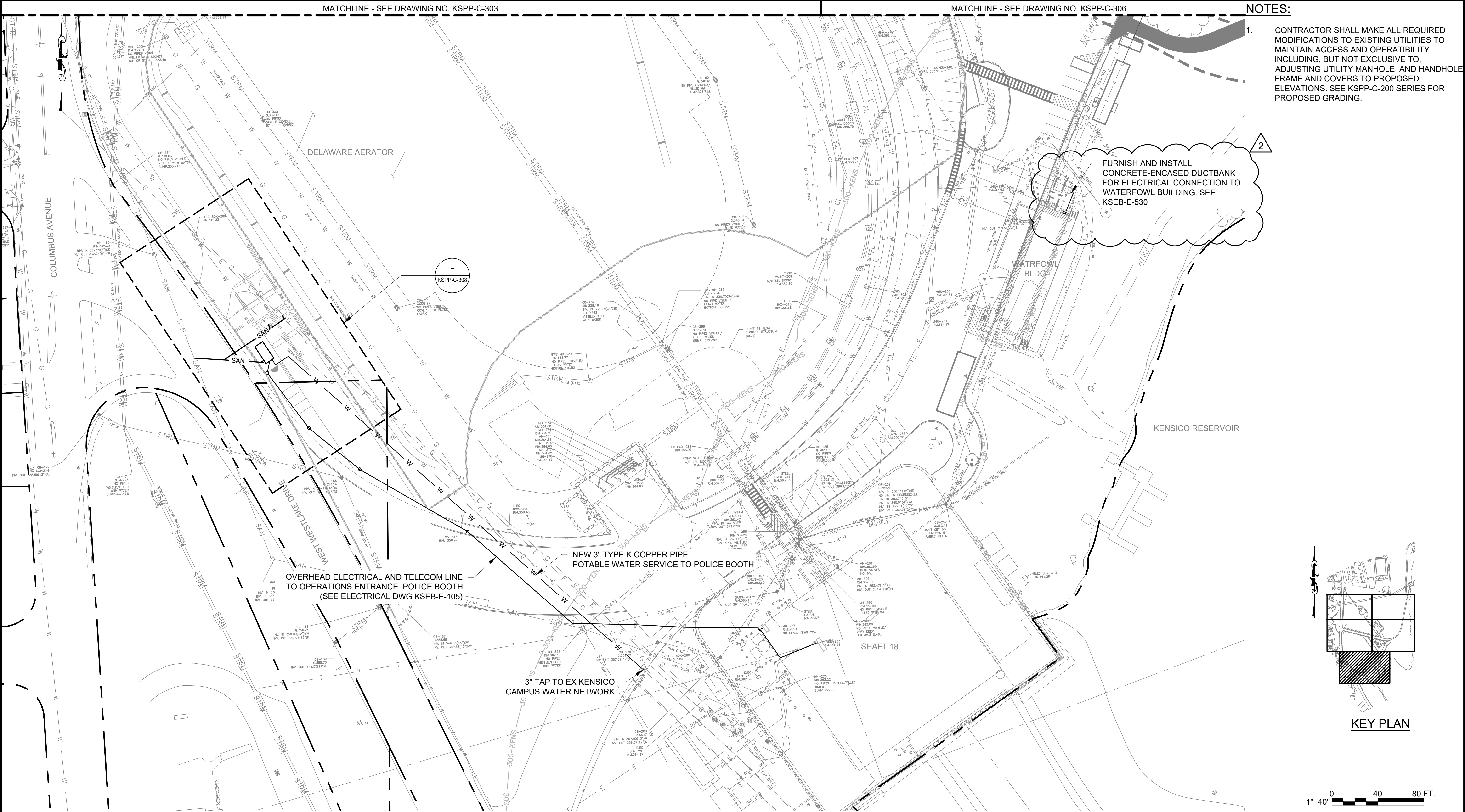


**SITE UTILITY
PLAN 4**
SCALE: 1"=40'

					DESIGNED BY: SL, MT, AF, PS, MH	DRAWN BY: CC, JC			ACCOUNTABLE MANAGER JUSTIN RIVELLINO	*WARNING-IT IS A VIOLATION, OF THE NEW YORK STATE EDUCATION LAW, SECTION, 7209.2, FOR ANY PERSON, UNLESS (S)HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT IN ANY WAY. IF ALTERED, THE ALTERING PERSON SHALL COMPLY WITH THE REQUIREMENTS OF NEW YORK EDUCATION, LAW, SECTION, 7209.2.*	NEW YORK CITY ENVIRONMENTAL PROTECTION BUREAU OF ENGINEERING DESIGN & CONSTRUCTION 96-05 HORACE HARDING EXPRESSWAY 5th FLOOR CORONA, NEW YORK 11368 www.nyc.gov/dep	CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION CIVIL SITE UTILITY PLAN 4	DATE: APRIL 2023
					CHECKED BY: DD, MR	PORTFOLIO MANAGER LAUREN D'ATILE, PE			SCALE: AS NOTED				
3	09/2023	ADDENDUM #4	SL	DESIGN LEAD: SEBASTIAN LOPEZ, PE	DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE	SHEET NO:							
2	08/2023	ADDENDUM #3	SL			DRAWING NO.							
1	07/2023	ADDENDUM #1	SL			KSPP-C-304.03							
NO.	DATE	REVISIONS/DESCRIPTION		APPR'D.	SECTION MANAGER: ALEXANDER LOPEZ, PE								

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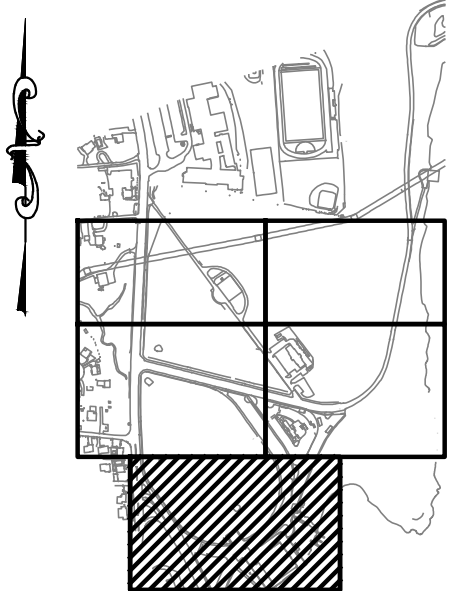
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NOTES:

1. CONTRACTOR SHALL MAKE ALL REQUIRED MODIFICATIONS TO EXISTING UTILITIES TO MAINTAIN ACCESS AND OPERABILITY INCLUDING, BUT NOT EXCLUSIVE TO, ADJUSTING UTILITY MANHOLE AND HANDHOLE FRAME AND COVERS TO PROPOSED ELEVATIONS. SEE KSPP-C-200 SERIES FOR PROPOSED GRADING.

2. FURNISH AND INSTALL CONCRETE-ENCASED DUCTBANK FOR ELECTRICAL CONNECTION TO WATERFOWL BUILDING. SEE KSEB-E-530



KEY PLAN



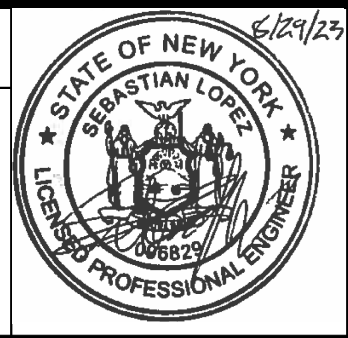
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2	09/2023	ADDENDUM #4	SL
1	08/2023	ADDENDUM #3	SL

DESIGNED BY:
SL, MT, AF, PS, MH

CHECKED BY:
DD, MR

DESIGN LEAD:
SEBASTIAN LOPE, PE

SECTION MANAGER:
ALEXANDER LOPE, PE



ACCOUNTABLE MANAGER
JUSTIN RIVELLINO

PORTFOLIO MANAGER
LAUREN D'ATTILE, PE

DEPUTY DIRECTOR, IN HOUSE DESIGN
MICHAEL LOEHR, PE

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ADDENDUM NO. 4
DATE ISSUED: 09/2023

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SCALE ACCORDINGLY

VERTICAL DATUM
CONVERSION (ft)

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CONTRACT KENS-EAST-2
KENSICO SITE PREPARATION

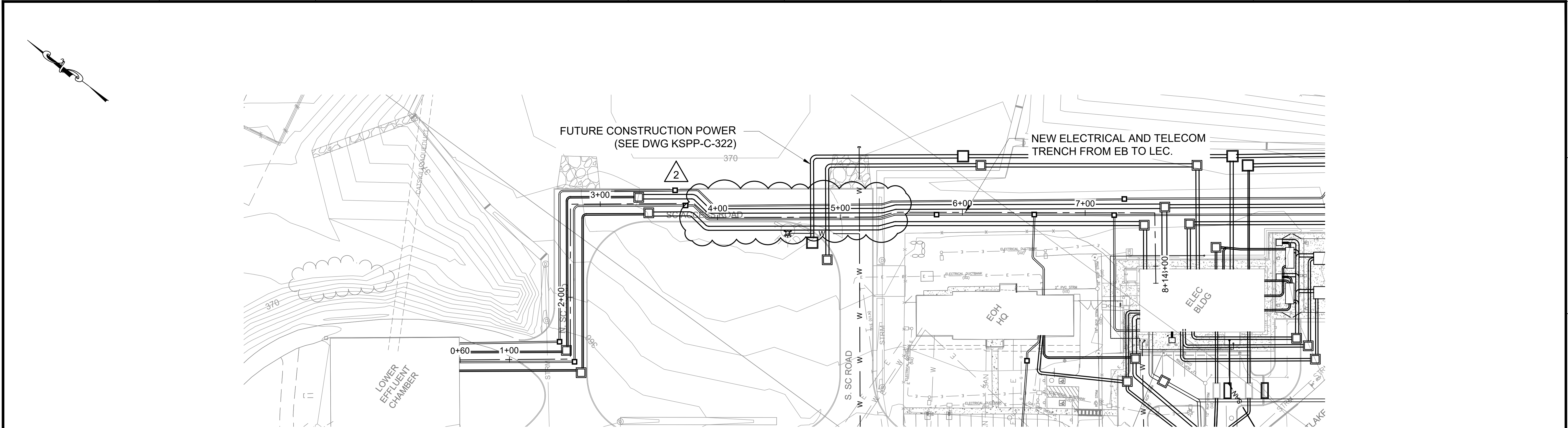
CIVIL
SITE UTILITY
PLAN 4

DATE: APRIL 2023
SCALE: AS NOTED
SHEET NO:

DRAWING NO.
KSPP-C-305.02

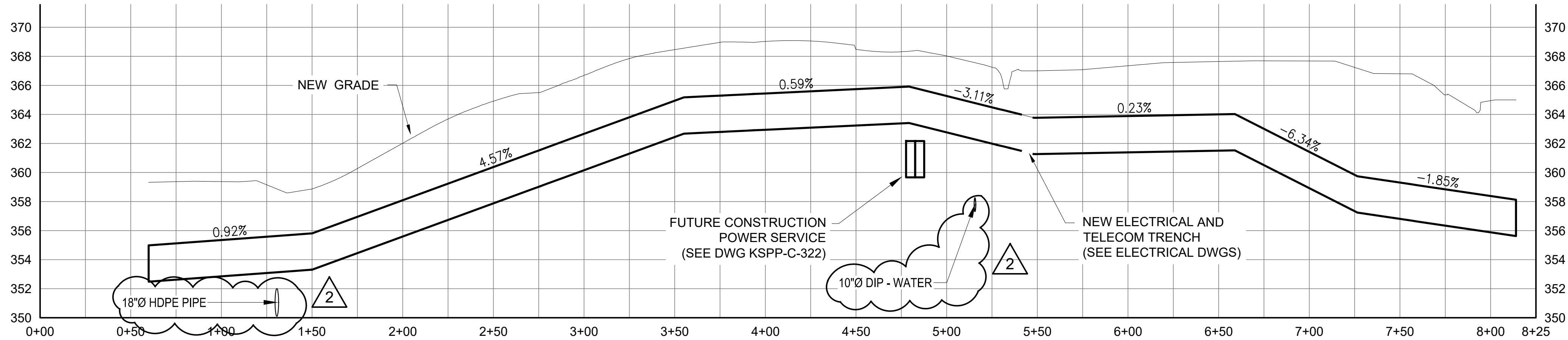
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NEW ELECTRICAL AND TELECOM TRENCH FROM ELECTRICAL BLDG TO LEC

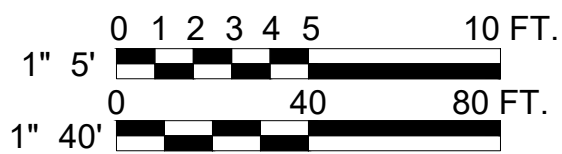
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2 NEW ELECTRICAL AND TELECOM TRENCH FROM ELECTRICAL BLDG TO LEC

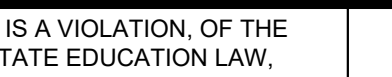

HOR SCALE: 1" = 40'

VERT SCALE: 1" = 5'



ADDENDUM NO. 4
DATE ISSUED: 09/2023

GRAPHIC SCALES
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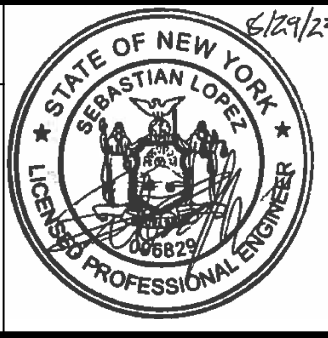
				DESIGNED BY: SL, MT, AF, PS, MH	DRAWN BY: CC, JC			ACCOUNTABLE MANAGER JUSTIN RIVELLINO	<p>*WARNING-IT IS A VIOLATION, OF THE NEW YORK STATE EDUCATION LAW, SECTION, 7209.2, FOR ANY PERSON, UNLESS (S)HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT IN ANY WAY. IF ALTERED, THE ALTERING PERSON SHALL COMPLY WITH THE REQUIREMENTS OF NEW YORK EDUCATION, LAW, SECTION, 7209.2.*</p> <p>NEW YORK CITY ENVIRONMENTAL PROTECTION BUREAU OF ENGINEERING DESIGN & CONSTRUCTION 96-05 HORACE HARDING EXPRESSWAY 5th FLOOR CORONA, NEW YORK 11368 www.nyc.gov/dep</p>	<p>CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION</p> <p>CIVIL UTILITY TRENCH PLAN AND PROFILE 2</p>	DATE: APRIL 2023	
				CHECKED BY: DD, MR				PORTFOLIO MANAGER LAUREN D'ATTILE, PE			SCALE: AS NOTED	
				DESIGN LEAD: SEBASTIAN LOPE , PE				DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE			SHEET NO:	
				SECTION MANAGER: ALEXANDER LOPE , PE							DRAWING NO. KSPP-C-321.02	
NO.	DATE	REVISIONS/DESCRIPTION			APPR'D.							
2	09/2023	ADDENDUM #4			SL							
1	07/2023	ADDENDUM #2			SL							

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Last Saved By: Slopez, Last Date Saved: 8/25/2023 5:09 PM, Date & Time Plotted: 8/25/2023 5:21 PM, Paper Size: Printed/Plotted: ANSI, full bleed D (34.00" X 44.00 inches), Plot Style: table: BEDC_Acad(N).ctb, Drawing File Name & Drive Location: (command: zoom "E")

NO.	DATE	REVISIONS/DESCRIPTION	APPR'D.
1	09/2023	ADDENDUM #4	SL

DESIGNED BY: SL, MT, AF, PS, MH	DRAWN BY: CC, JC
CHECKED BY: DD, MR	
DESIGN LEAD: SEBASTIAN LOPEZ, PE	
SECTION MANAGER: ALEXANDER LOPEZ, PE	



ACCOUNTABLE MANAGER JUSTIN RIVELLINO
PORTFOLIO MANAGER LAUREN D'ATTILE, PE
DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE

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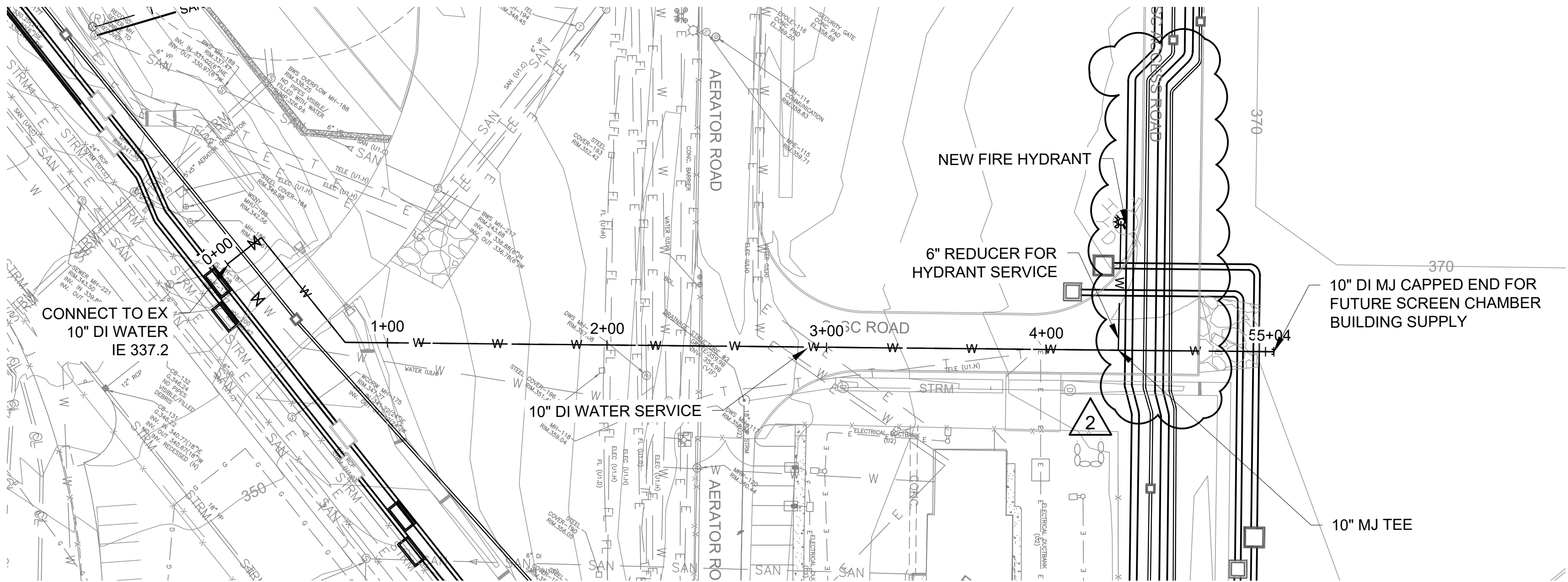
ADDENDUM NO. 4
DATE ISSUED: 09/2023

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CONVERSION (ft)
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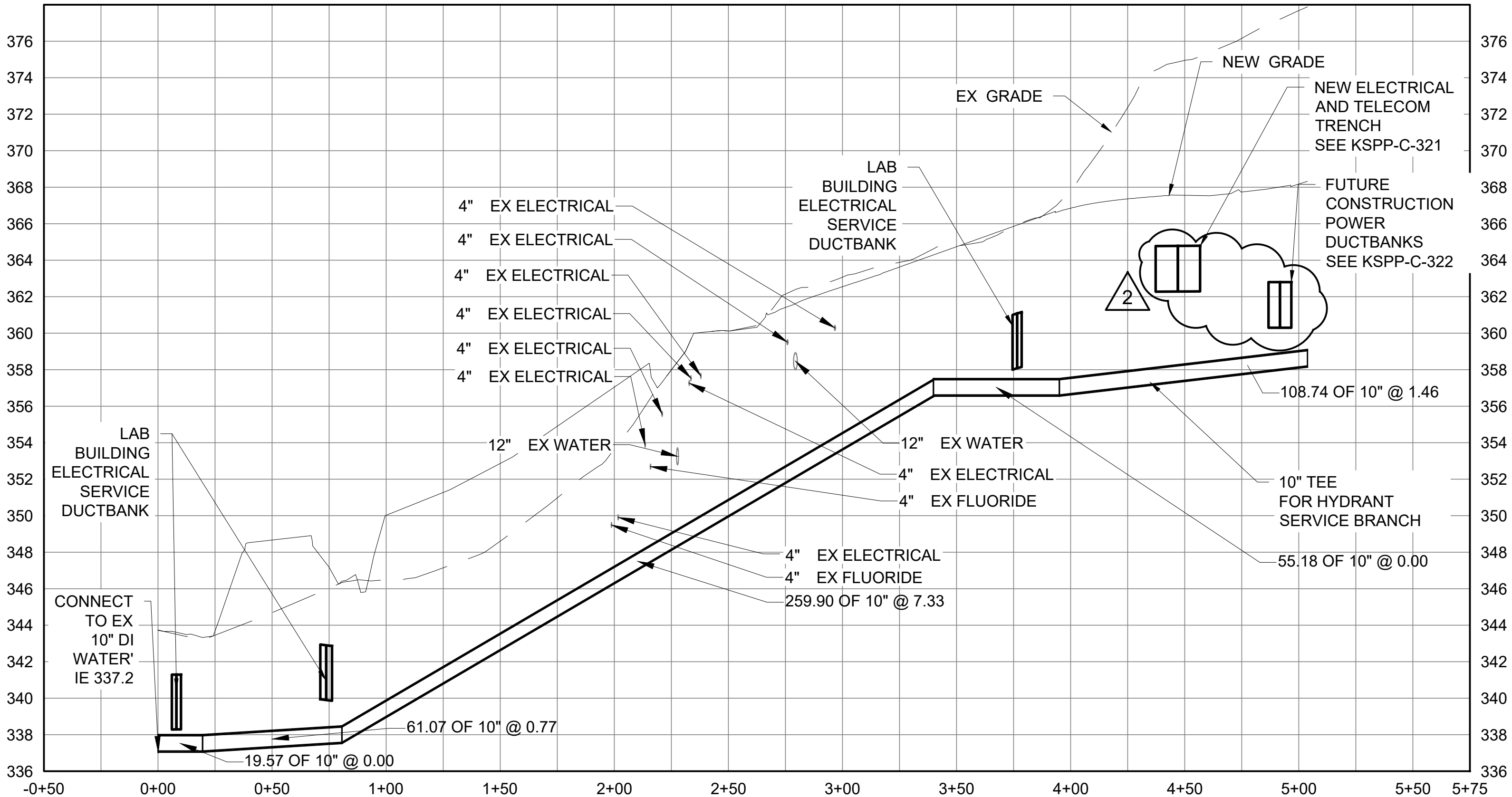
CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION	DATE: APRIL 2023
CIVIL UTILITY TRENCH PLAN AND PROFILE 3	SCALE: AS NOTED
	SHEET NO:
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NEW 10" DUCTILE IRON WATER SERVICE PLAN

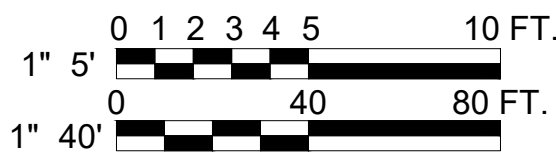
SCALE: 1" = 40'



5 NEW 10" DUCTILE IRON WATER SERVICE PROFILE

HOR SCALE: 1" = 40'

VERT SCALE: 1" = 5'



ADDENDUM NO. 4

DATE ISSUED: 09/2023

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DESIGNED BY: SL, MT, AF, PS, MH	DRAWN BY: CC, JC
CHECKED BY: DD, MR	
DESIGN LEAD: SEBASTIAN LOPE, PE	
SECTION MANAGER: ALEXANDER LOPE, PE	



ACCOUNTABLE MANAGER JUSTIN RIVELLINO
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DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE

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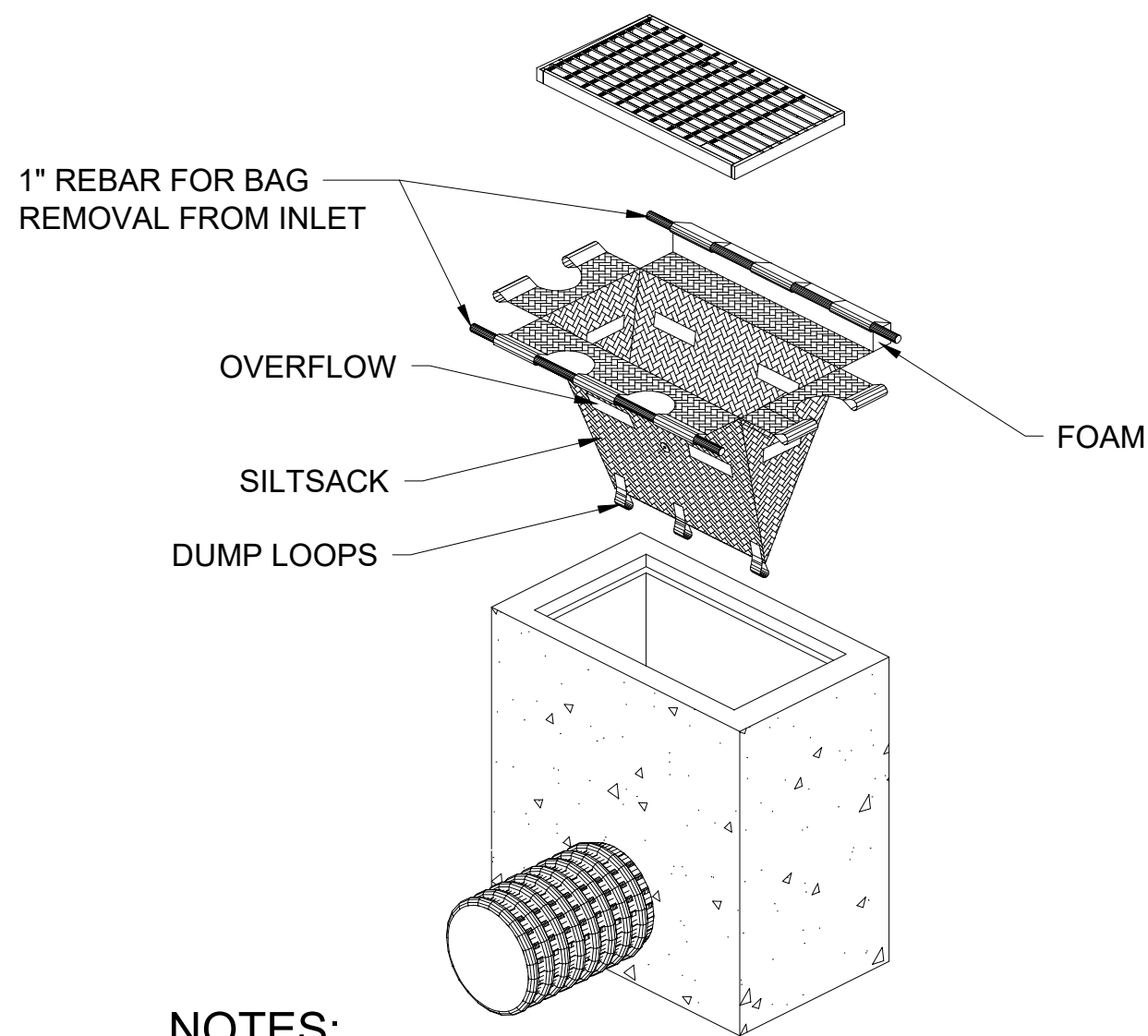
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CIVIL CASTKILL WATER PLAN AND PROFILE	SCALE: AS NOTED
	SHEET NO:
	DRAWING NO. KSPP-C-324.02

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Last Date Saved: 8/24/2023 1:54 PM
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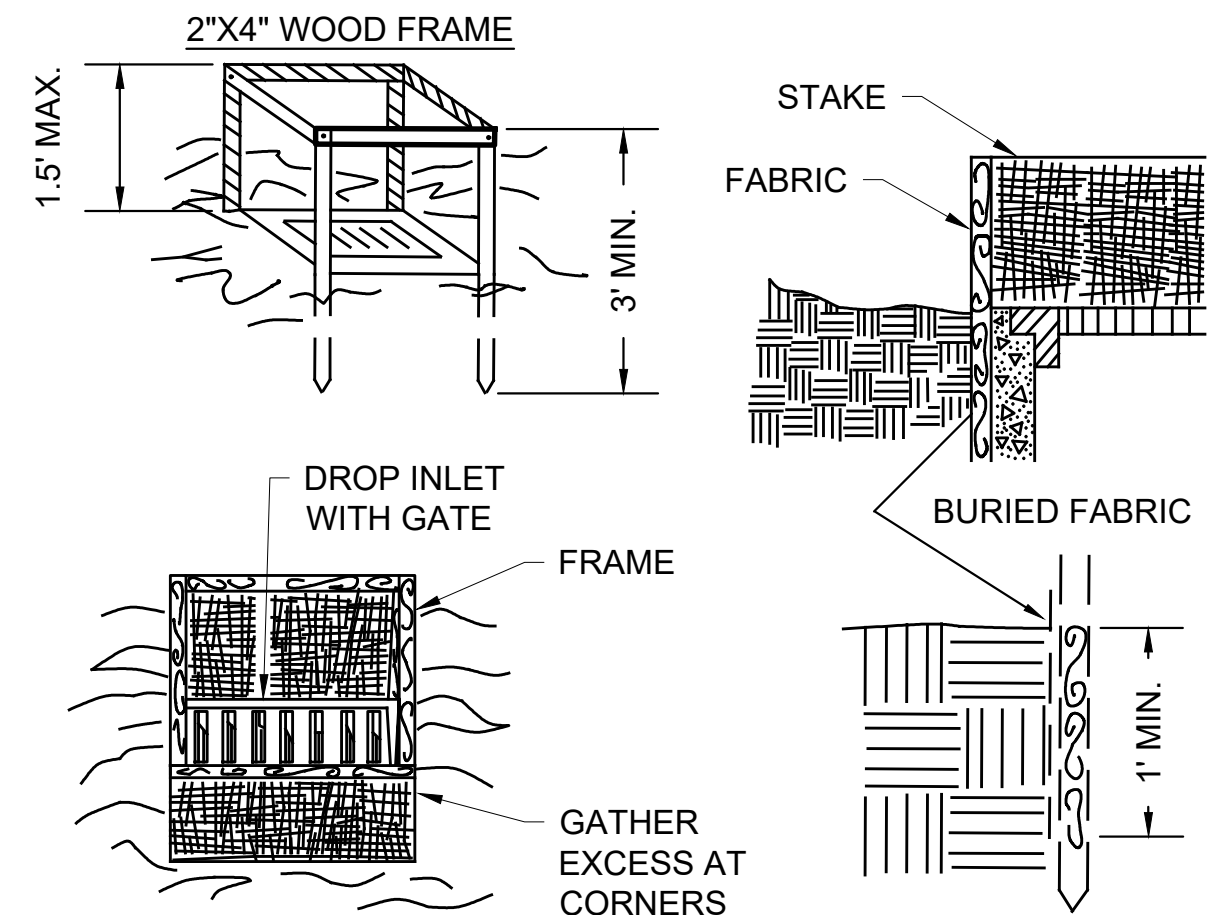
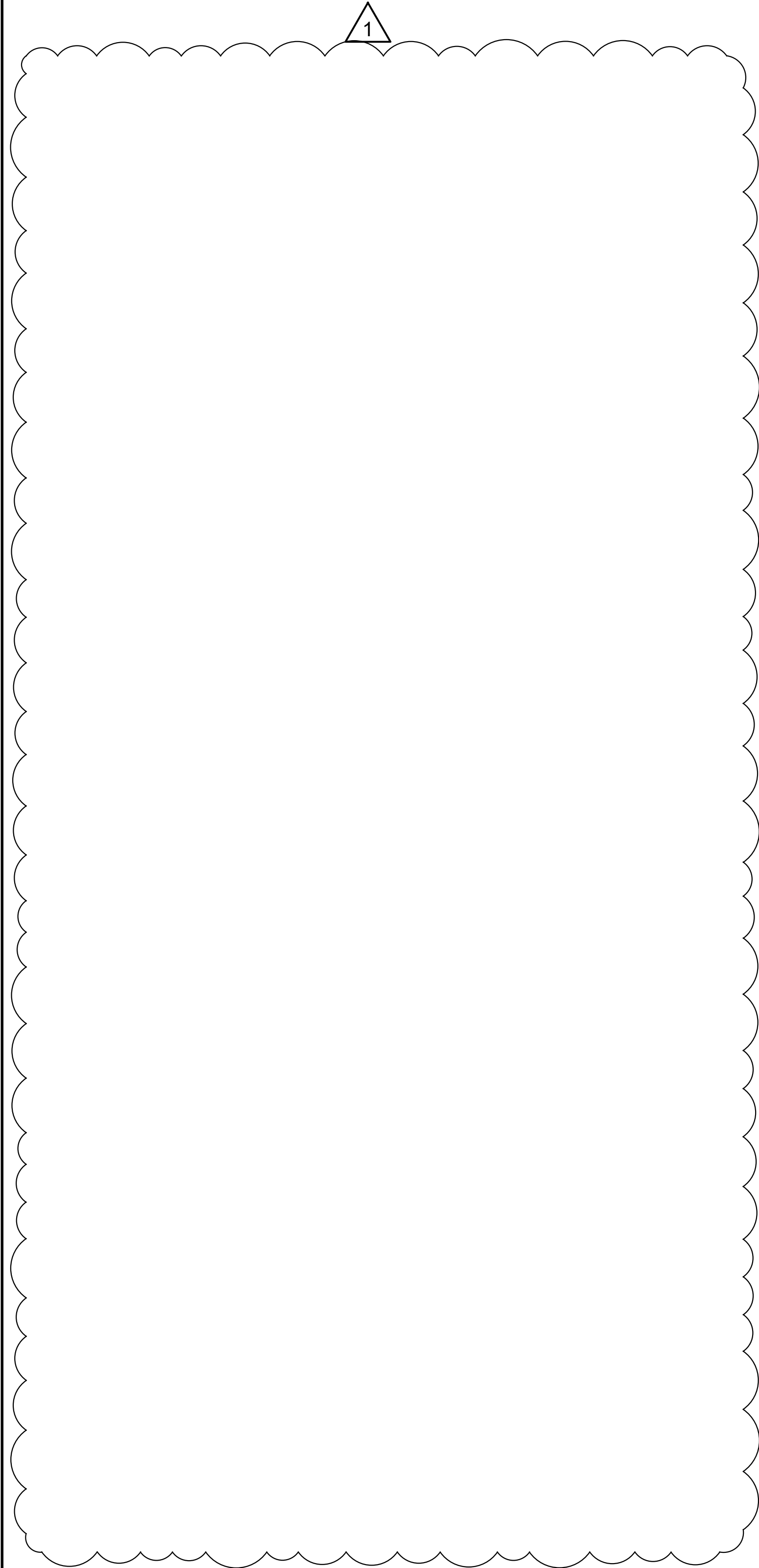
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Paper Size: Printed/Plotted (34.00 x 22.00 inches) Plot Scale: 1:1 Plot Style Table: BEDC_Acad(N).ctb
Drawing File Name & Drive Location: (command "zoom" "E")



NOTES:

- REFER TO MANUFACTURES SPECIFICATIONS FOR INSTALLATION OF SILTSACK.
- REMOVE AND PROPERLY DISPOSE OF SEDIMENT PERIODICALLY AND AFTER MAJOR RAINFALL EVENTS IN ORDER TO MAINTAIN FUNCTIONALITY OF CATCH BASIN.
- REMOVE SILTSACK AFTER UPSTREAM AREAS ARE STABILIZED.
- TO BE INSTALLED ON EACH INLET WITHIN PROJECT LIMITS.

1 INLET SILT SACK PROTECTION
- N.T.S.



CONSTRUCTION SPECIFICATIONS

- FILTER FABRIC SHALL HAVE AN EQUIVALENT OPENING SIZE OF 40-85. BURLAP MAY BE USED FOR SHORT TERM APPLICATIONS.
- CUT FABRIC FROM A CONTINUOUS ROLL TO ELIMINATE JOINTS. IF JOINTS ARE NEEDED THEY WILL BE OVERLAPPED TO THE NEXT STAKE.
- STAKE MATERIALS WILL BE STANDARD 2" x 4" WOOD OR EQUIVALENT. METAL WITH A MINIMUM LENGTH OF 3 FEET.
- SPACE STAKES EVENLY AROUND INLET 3 FEET APART AND DRIVE A MINIMUM 18 INCHES DEEP. SPANS GREATER THAN 3 FEET MAY BE BRIDGED WITH THE USE OF WIRE MESH BEHIND THE FILTER FABRIC FOR SUPPORT.
- FABRIC SHALL BE EMBEDDED 1 FOOT MINIMUM BELOW GROUND AND BACKFILLED. IT SHALL BE SECURELY FASTENED TO THE STAKES AND FRAME.
- A 2" x 4" WOOD FRAME SHALL BE COMPLETED AROUND THE CREST OF THE FABRIC FOR OVER FLOW STABILITY.

3 INLET PROTECTION
- N.T.S.

			DESIGNED BY: ABA	DRAWN BY: JS
			CHECKED BY: AD	
			DESIGN LEAD: VINCENT LEE, PE	
			SECTION MANAGER:	
1	9/23	ADDENDUM #4	VL	
NO.	DATE	REVISIONS/DESCRIPTION	APPR'D.	

ARUP



ACCOUNTABLE MANAGER
JUSTIN RIVELLINO
PORTFOLIO MANAGER
LAUREN D'ATTILE, PE
DEPUTY DIRECTOR, IN HOUSE DESIGN
MICHAEL LOEHR, PE

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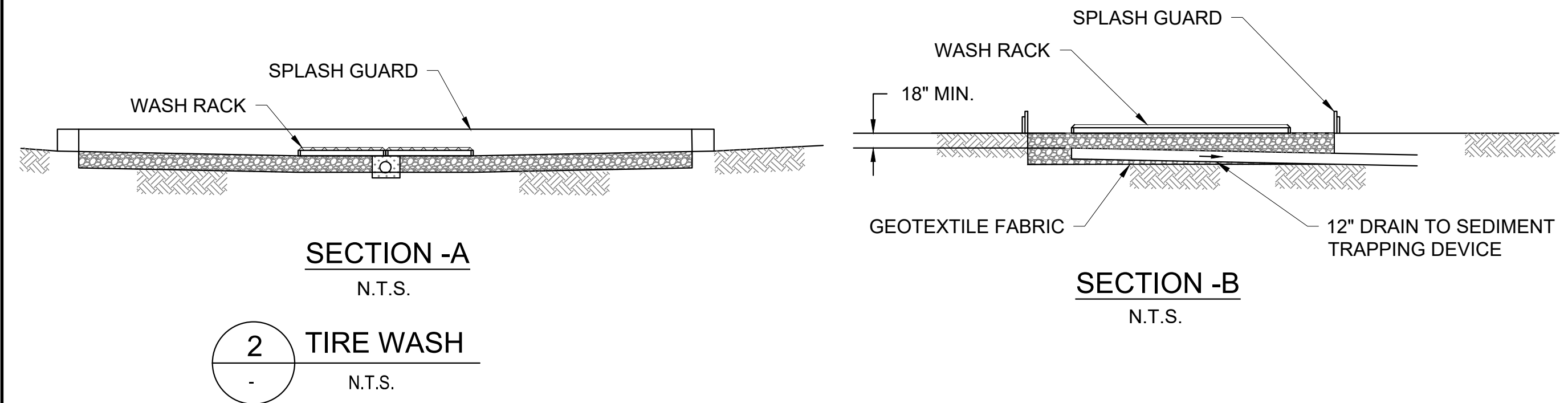
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CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION		DATE: SEPTEMBER 2023
CIVIL EROSION & SEDIMENT CONTROL DETAILS 4		SCALE: AS NOTED
		SHEET NO:
		DRAWING NO. KSP-P-C-715.01

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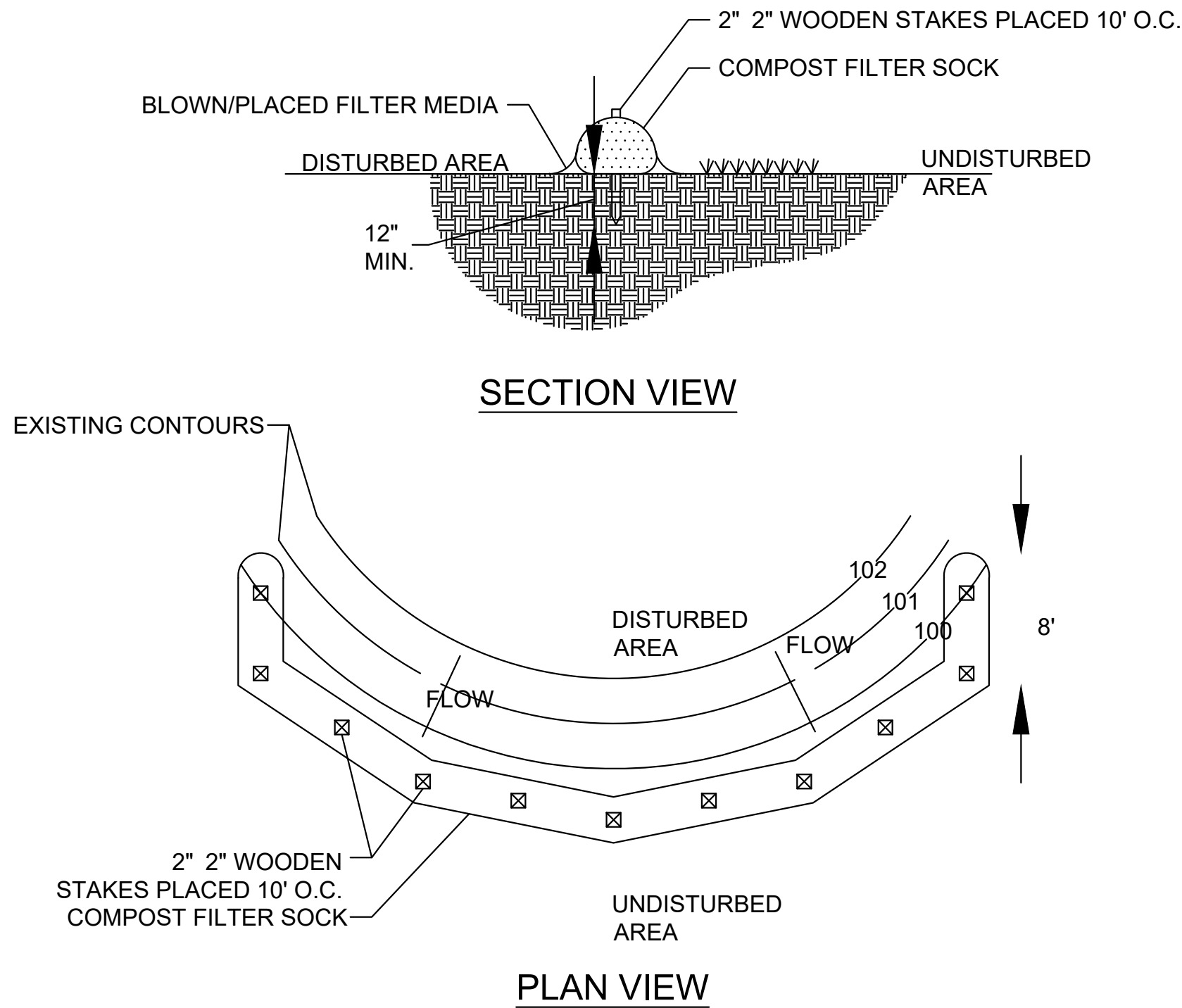


- ## NOTES
1. CLEAN WATER SUPPLY IS REQUIRED.
 2. ALL SEDIMENT COLLECTED IN THE WASH SHALL BE DIRECTED TO AN APPROVED SEDIMENT TRAPPING DEVICE.
 3. PLACE GEOTEXTILE FABRIC BELOW CRUSHED AGGREGATE.

			DESIGNED BY: ABA	DRAWN BY: JS	  	ACCOUNTABLE MANAGER JUSTIN RIVELLINO	"WARNING-IT IS A VIOLATION, OF THE NEW YORK STATE EDUCATION LAW, SECTION, 7209.2, FOR ANY PERSON, UNLESS (S)HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT IN ANY WAY. IF ALTERED, THE ALTERING PERSON SHALL COMPLY WITH THE REQUIREMENTS OF NEW YORK EDUCATION, LAW, SECTION, 7209.2." www.nyc.gov/dep	NEW YORK CITY ENVIRONMENTAL PROTECTION BUREAU OF ENGINEERING DESIGN & CONSTRUCTION 96-05 HORACE HARDING EXPRESSWAY 5th FLOOR CORONA, NEW YORK 11368 www.nyc.gov/dep	CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION CIVIL EROSION & SEDIMENT CONTROL DETAILS 5	DATE: SEPTEMBER 2023
		CHECKED BY: AD		PORTFOLIO MANAGER LAUREN D'ATILLE, PE		SCALE: AS NOTED				
		DESIGN LEAD: VINCENT LEE, PE		DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE		SHEET NO:				
1	9/23	ADDENDUM #4	VL							DRAWING NO. KSPP-C-716.01
NO.	DATE	REVISIONS/DESCRIPTION	APPR'D.	SECTION MANAGER:						

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Drawing File Name & Drive Location: (command "zoom" "E") Plot Scale: 1:1



NOTES:

1. SOCK FABRIC SHALL MEET STANDARDS ON TABLE 5.1 OF THE BLUE BOOK. COMPOST SHALL MEET THE STANDARDS LISTED ON TABLE 5.2 OF THE BLUE BOOK.
2. COMPOST FILTER SOCK SHALL BE PLACED AT EXISTING LEVEL GRADE. BOTH ENDS OF THE SOCK SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN SOCK ALIGNMENT. MAXIMUM SLOPE LENGTH ABOVE ANY SOCK SHALL NOT EXCEED THAT SHOWN IN THE BLUE BOOK. STAKES MAY BE INSTALLED IMMEDIATELY DOWNSLOPE OF THE SOCK IF SO SPECIFIED BY THE MANUFACTURER.
3. TRAFFIC SHALL NOT BE PERMITTED TO CROSS FILTER SOCKS.
4. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES HALF THE ABOVEGROUND HEIGHT OF THE SOCK AND DISPOSED IN THE MANNER DESCRIBED ELSEWHERE IN THE PLAN.
5. SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION.
6. BIODEGRADABLE FILTER SOCKS SHALL BE REPLACED AFTER 6 MONTHS PHOTODEGRADABLE SOCKS AFTER 1 YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
7. UPON STABILIZATION OF THE AREA TRIBUTARY TO THE SOCKS, STAKES SHALL BE REMOVED. THE SOCK MAY BE LEFT IN PLACE AND VEGETATED OR REMOVED. IN THE LATTER CASE, THE MESH SHALL BE CUT OPEN AND THE MULCH SPREAD AS A SOIL SUPPLEMENT.



NO.	DATE	REVISIONS/DESCRIPTION	APPR'D.
2	9/23	ADDENDUM #4	VL
1	8/23	ADDENDUM #3	VL

DESIGNED BY: ABA	DRAWN BY: JS
CHECKED BY: AD	
DESIGN LEAD: VINCENT LEE, PE	
SECTION MANAGER:	


ARUP



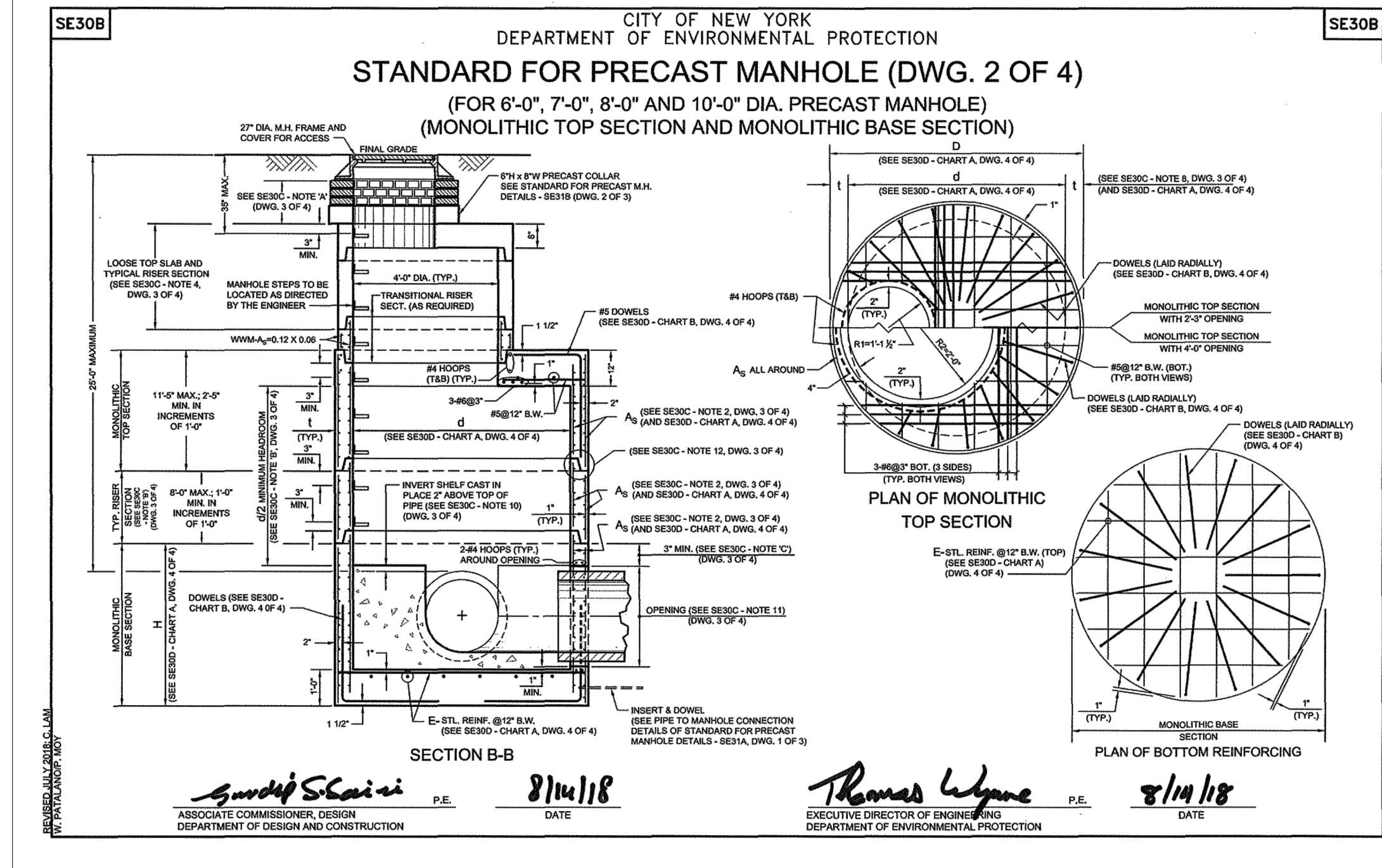
ACCOUNTABLE MANAGER JUSTIN RIVELLINO
PORTFOLIO MANAGER LAUREN D'ATTILE, PE
DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE

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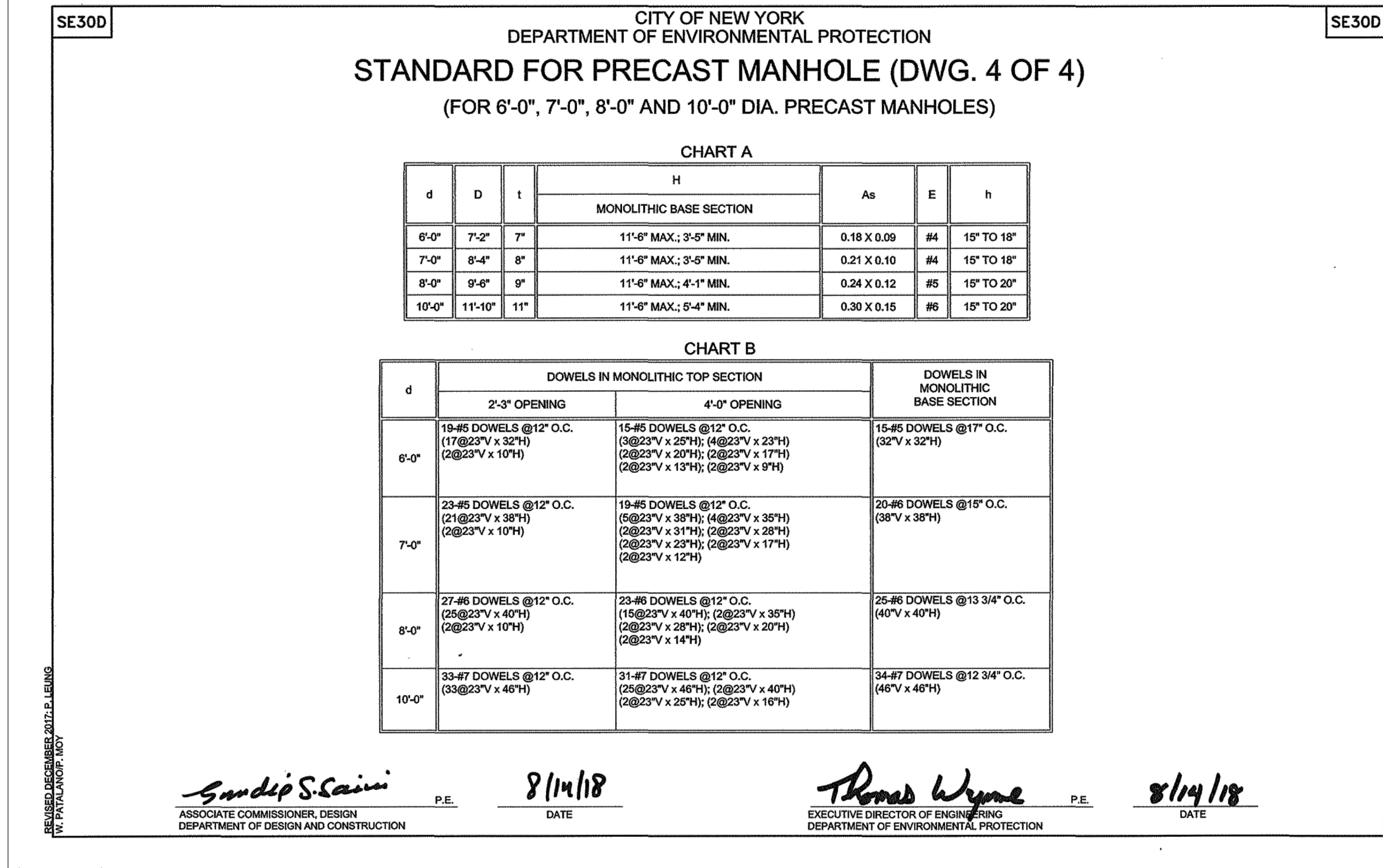
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<div>CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION</div> <div>CIVIL EROSION & SEDIMENT CONTROL DETAILS 6</div>		<div>DATE: SEPTEMBER 2023</div> <div>SCALE: AS NOTED</div> <div>SHEET NO:</div> <div>DRAWING NO. KSPP-C-717.02</div>

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- A
- B
- C
- D
- E
- F

2 STANDARD NYCDEP 6-FT, 7-FT, 8-FT AND 10FT MANHOLE 2 OF 4
N.T.S.

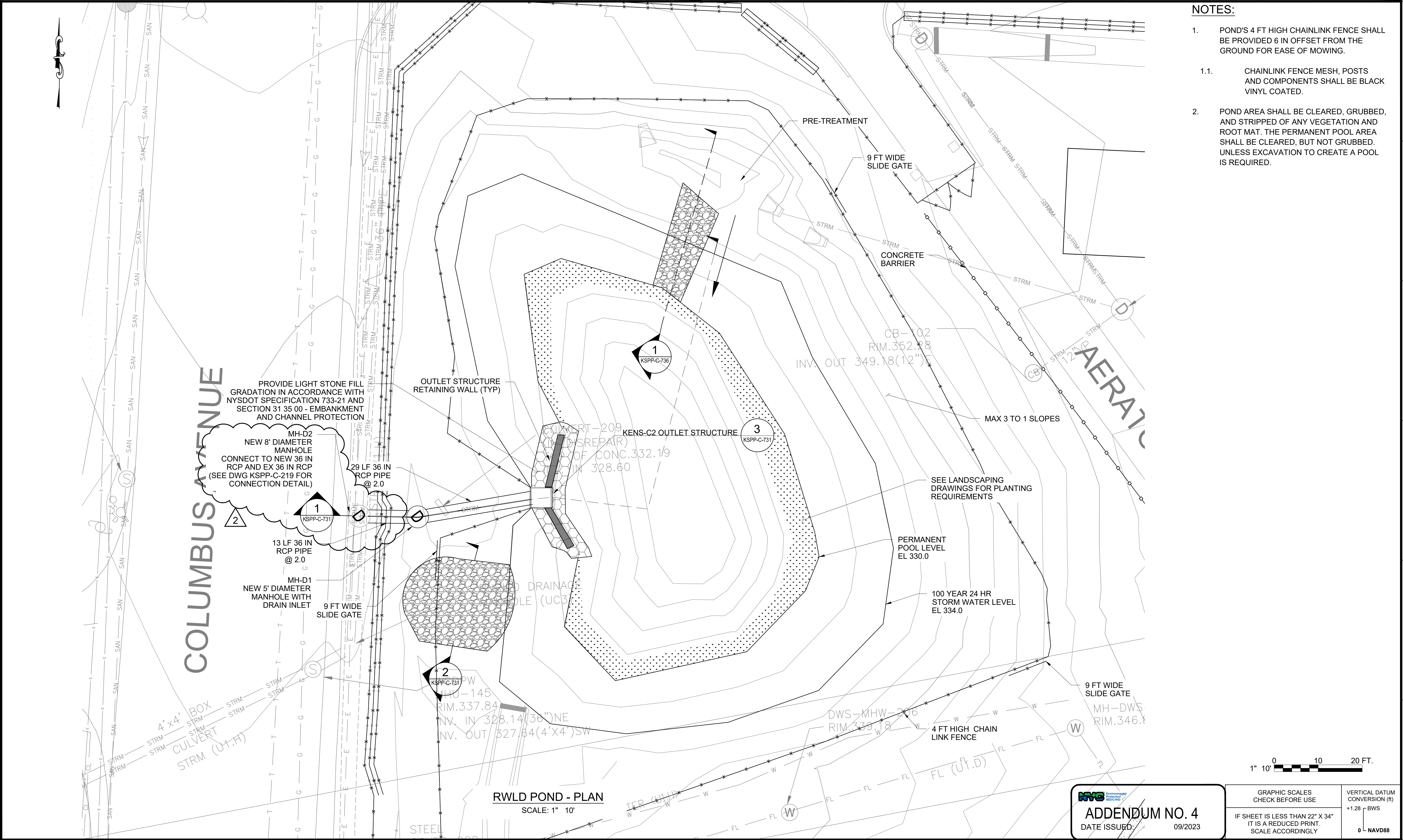


1 STANDARD NYCDEP 6-FT, 7-FT, 8-FT AND 10FT MANHOLE 4 OF 4
N.T.S.

				DESIGNED BY: SL, MT, AF, PS, MH	DRAWN BY: CC, JC			ACCOUNTABLE MANAGER JUSTIN RIVELLINO	*WARNING-IT IS A VIOLATION, OF THE NEW YORK STATE EDUCATION LAW, SECTION, 7209.2, FOR ANY PERSON, UNLESS (S)HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT IN ANY WAY. IF ALTERED, THE ALTERING PERSON SHALL COMPLY WITH THE REQUIREMENTS OF NEW YORK EDUCATION, LAW, SECTION, 7209.2.* NEW YORK CITY ENVIRONMENTAL PROTECTION BUREAU OF ENGINEERING DESIGN & CONSTRUCTION 96-05 HORACE HARDING EXPRESSWAY 5th FLOOR CORONA, NEW YORK 11368 www.nyc.gov/dep	CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION CIVIL DRAINAGE DETAIL - 7	DATE: APRIL 2023
				CHECKED BY: DD, MR				PORTFOLIO MANAGER LAUREN D'ATTILE, PE			SCALE: AS NOTED
				DESIGN LEAD: SEBASTIAN LOPE , PE				DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE			SHEET NO:
1	09/2023	ADDENDUM #4	SL	SECTION MANAGER: ALEXANDER LOPE , PE						DRAWING NO. KSPP-C-729.00	
NO.	DATE	REVISIONS/DESCRIPTION		APPR.D.							

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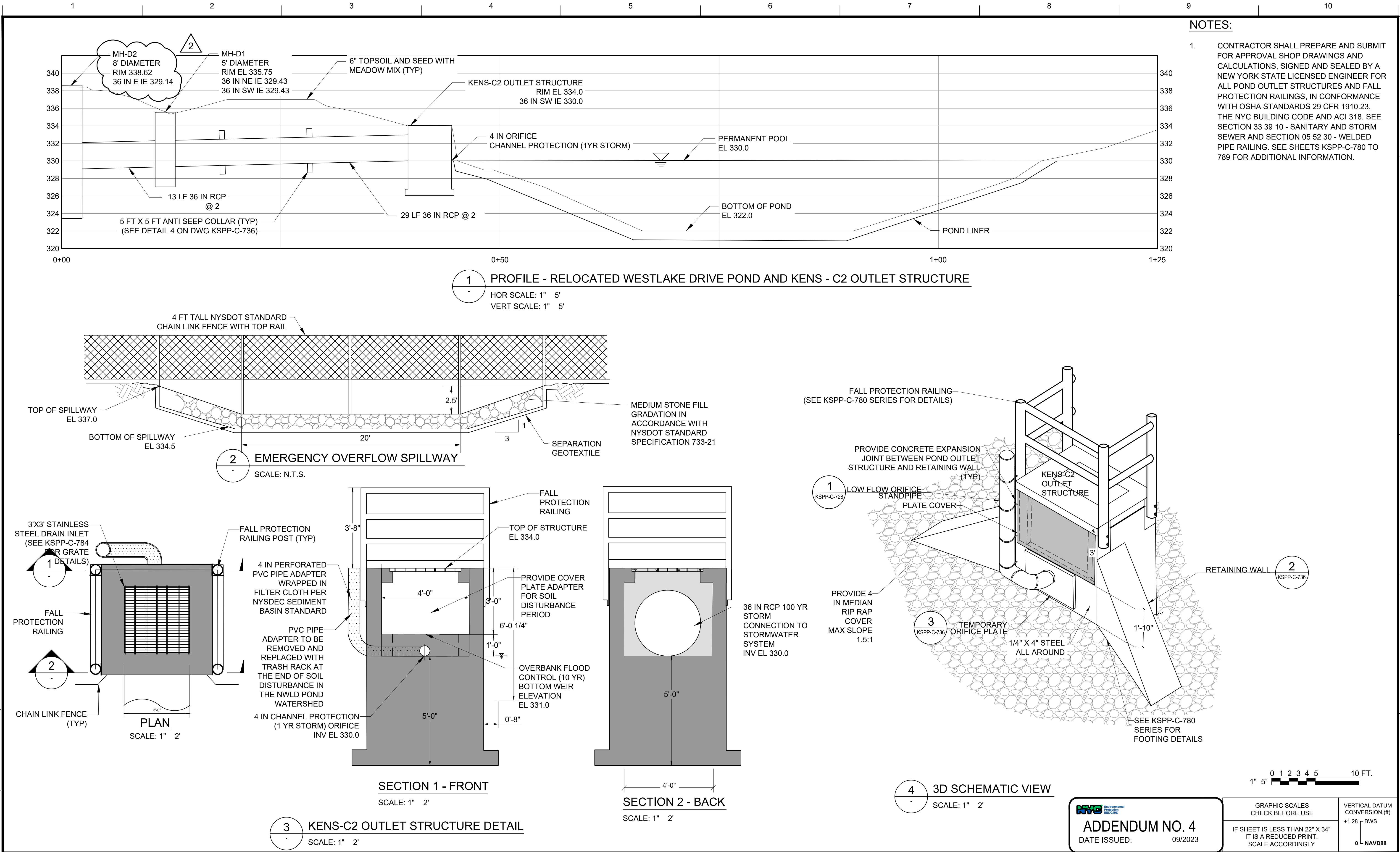
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				DESIGNED BY: SL, MT, AF, PS, MH		DRAWN BY: CC, JC				ACCOUNTABLE MANAGER JUSTIN RIVELLINO		"WARNING-IT IS A VIOLATION, OF THE NEW YORK STATE EDUCATION LAW, SECTION, 7209.2, FOR ANY PERSON, UNLESS (S)HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT IN ANY WAY. IF ALTERED, THE ALTERING PERSON SHALL COMPLY WITH THE REQUIREMENTS OF NEW YORK EDUCATION, LAW, SECTION, 7209.2."	NEW YORK CITY ENVIRONMENTAL PROTECTION BUREAU OF ENGINEERING DESIGN & CONSTRUCTION 96-05 HORACE HARDING EXPRESSWAY 5th FLOOR CORONA, NEW YORK 11368 www.nyc.gov/dep	CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION	CIVIL DRAINAGE RWLD POND - ENLARGED PLAN	DATE: APRIL 2023
				CHECKED BY: DD, MR						PORTFOLIO MANAGER LAUREN D'ATILE, PE						SCALE: AS NOTED
				DESIGN LEAD: SEBASTIAN LOPE , PE						DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE						SHEET NO:
				SECTION MANAGER: ALEXANDER LOPEZ , PE												
2	09/2023	ADDENDUM #4		SL											KSP-P-C-730.02	
1	07/2023	ADDENDUM #2		SL												
NO.	DATE	REVISIONS/DESCRIPTION			APPR'D.											

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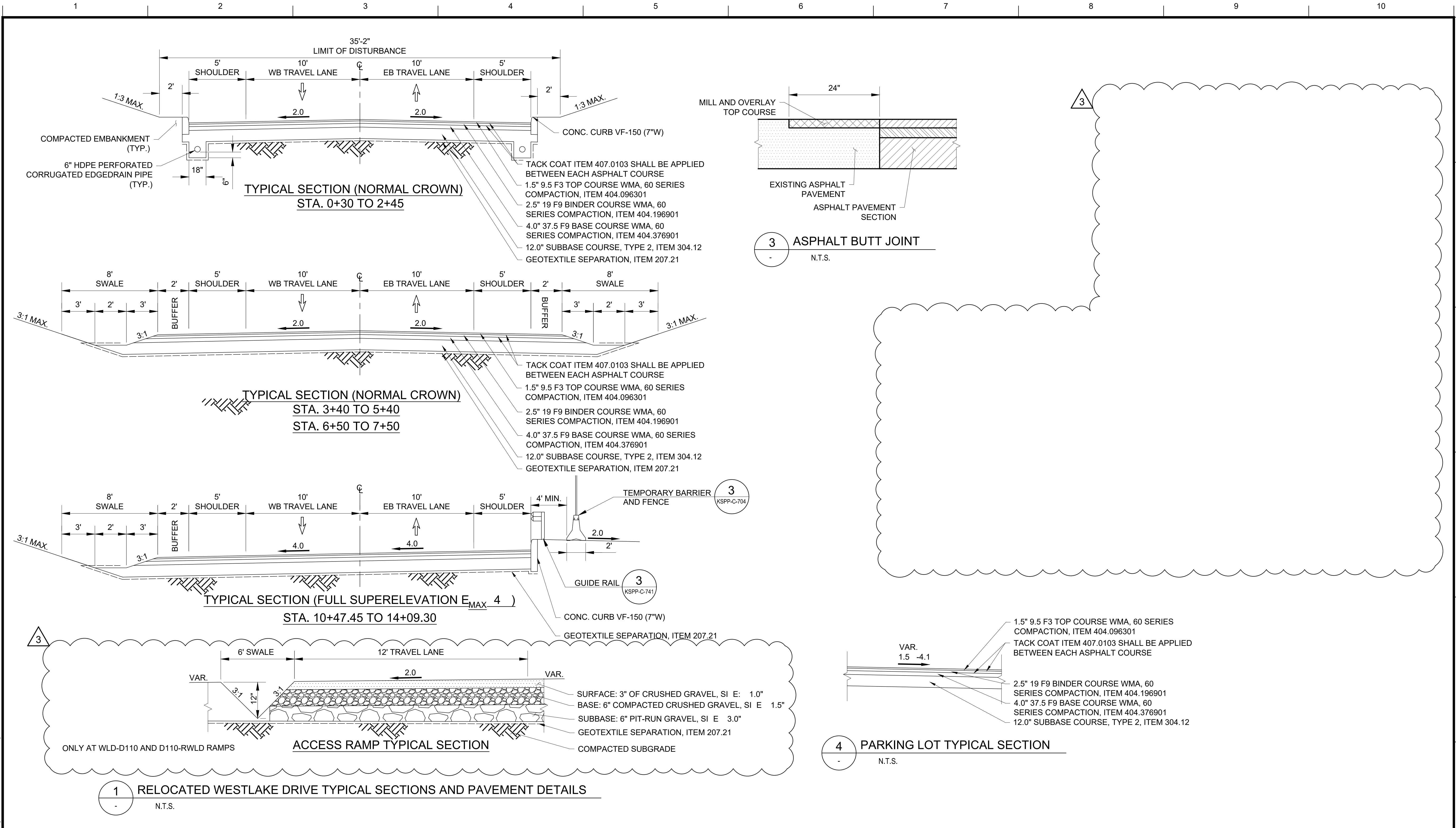
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				CHECKED BY: DD, MR						SCALE: AS NOTED							
				DESIGN LEAD: SEBASTIAN LOPE , PE						SHEET NO:							
2	09/2023	ADDENDUM #4		SL						DRAWING NO.							
1	07/2023	ADDENDUM #2		SL					KSPP-C-731.02								
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ADDENDUM NO. 4 DATE ISSUED: 09/2023				GRAPHIC SCALES CHECK BEFORE USE		VERTICAL DATUM CONVERSION (ft) +1.28 ± BWS 0 ± NAVD88	
DESIGNED BY: ABA				DRAWN BY: EF		ACCOUNTABLE MANAGER JUSTIN RIVELLINO	
CHECKED BY: AD				PORTFOLIO MANAGER LAUREN D'ATILE, PE		DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE	
DESIGN LEAD: VINCENT LEE, PE				SECTION MANAGER:		"WARNING-IT IS A VIOLATION, OF THE NEW YORK STATE EDUCATION LAW, SECTION, 7209.2, FOR ANY PERSON, UNLESS (S)HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT IN ANY WAY. IF ALTERED, THE ALTERING PERSON SHALL COMPLY WITH THE REQUIREMENTS OF NEW YORK EDUCATION, LAW, SECTION, 7209.2."	
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3 9/23 ADDENDUM #4				VL		CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION	
2 8/23 ADDENDUM #3				VL		CIVIL ROADWAY DETAILS 1	
1 7/23 ADDENDUM #2				VL		DATE: SEPTEMBER 2023 SCALE: AS NOTED SHEET NO:	
						DRAWING NO. KSPP-C-740.03	

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FK-5-1-12 CLEAN AGENT SYSTEM

1. INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF THE NYS BUILDING CODE, INTERNATIONAL BUILDING CODE, U.C.C. LISTED EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION STANDARDS, FM GLOBAL RECOMMENDATIONS AND ALL OTHER APPLICABLE CODES AND REGULATIONS AS ADOPTED BY NEW YORK STATE.
2. COORDINATE FIRE PROTECTION SYSTEMS WITH WORK OF ALL OTHER TRADES PRIOR TO ANY FABRICATION OR INSTALLATION. PROVIDE ALL FITTINGS, OFFSETS, AND TRANSITIONS AS REQUIRED FOR A COMPLETE WORKABLE INSTALLATION.
3. EACH BIDDER PRIOR TO BID SHALL VISIT THE SITE TO EXAMINE EXISTING CONDITIONS AND BECOME INFORMED OF THE EXTENT AND CHARACTER OF WORK REQUIRED. NO ADDITIONAL COMPENSATION WILL BE APPROVED DUE TO FIELD CONDITIONS.
4. COORDINATE LOCATIONS OF ALL DISCHARGE NOZZLES WITH THE ARCHITECTURAL REFLECTED CEILING PLANS, HVAC DIFFUSER AND ELECTRICAL LIGHTING LAYOUT. PRIOR TO FABRICATION SUBMIT LAYOUT DRAWINGS FOR APPROVAL.
5. ALL EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE EQUIPMENT MANUFACTURER'S RECOMMENDATIONS AND APPLICABLE CODES. PROVIDE ALL FITTINGS, TRANSITIONS, VALVES, AND OTHER DEVICES REQUIRED FOR A COMPLETE WORKABLE INSTALLATION.
6. MAINTENANCE LABEL SHALL BE AFFIXED TO ALL FIRE PROTECTION EQUIPMENT AND A MAINTENANCE MANUAL SHALL BE PROVIDED TO OWNER.
7. THE TERM CONTRACTOR SHALL REFER TO THE FIRE PROTECTION SYSTEMS CONTRACTOR.
8. FIRE PROTECTION CONTRACTOR SHALL PREPARE AND SUBMIT ALL NECESSARY DRAWINGS, HYDRAULIC CALCULATIONS AND DOCUMENTS.
9. CONTRACTOR SHALL OBTAIN APPROVAL FROM THE FIRE MARSHALL AND AUTHORITIES HAVING JURISDICTION FOR THE CLEAN AGENT SYSTEM, PRIOR TO INSTALLATION.
10. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE TEMPORARY FIRE PROTECTION DURING CONSTRUCTION, IF REQUIRED BY THE AUTHORITIES HAVING JURISDICTION.
11. PIPES SHALL BE SUPPORTED AND BRACED PER IBC 2020, ASCE 7-10 "SEISMIC DESIGN REQUIREMENTS FOR NONSTRUCTURAL COMPONENTS AND NONBUILDING STRUCTURES."
12. DRAWINGS ARE DIAGRAMMATIC AND INDICATE GENERAL ARRANGEMENT OF SYSTEMS AND WORK INCLUDED. FOLLOW DRAWINGS IN LAYING OUT WORK AND CHECK DRAWINGS OF OTHER TRADES RELATING TO WORK TO VERIFY SPACE IN WHICH WORK WILL BE INSTALLED. MAINTAIN HEADROOM, REQUIRED AND RECOMMENDED CLEARANCES (INCLUDING WORKING CLEARANCES FOR ELECTRICAL EQUIPMENT) AND SPACE CONDITIONS AT ALL TIME.
13. DRAWINGS ARE INDICATIVE IN NATURE. CONTRACTOR IS RESPONSIBLE FOR FINAL DESIGN, LAYOUT AND COORDINATION WITH OTHER TRADES, WITH FINAL APPROVAL BY THE OWNER AND ENGINEER.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PROVIDE ALL ASSOCIATED FEES.
15. PENETRATIONS SHALL BE PROVIDED IN A WORKMANLIKE MANNER WITH PROPER CLEARANCE.
16. VALVES AND OTHER ASSOCIATED EQUIPMENT REQUIRING PERIODIC MAINTENANCE SHALL BE INSTALLED IN SUCH A MANNER THAT WILL FACILITATE EASE OF MAINTENANCE. VALVES AND OTHER ASSOCIATED EQUIPMENT SHALL NOT BE LOCATED IN AREAS THAT ARE DIFFICULT TO ACCESS FOR MAINTENANCE. FOR LOCATIONS THAT MIGHT BE DIFFICULT TO ACCESS, THE CONTRACTOR SHALL REQUEST DESIGN DIRECTION FROM THE ENGINEER.
17. ONLY LISTED HANGERS, AND SUPPORTS SHALL BE USED FOR FIRE PROTECTION EQUIPMENT. FOR CASES WHERE A UNIQUE OR SPECIAL SUPPORT HANGER OR BRACE IS REQUIRED, THE CONTRACTOR SHALL HAVE A STRUCTURAL ENGINEER PROVIDE CALCULATIONS AND CERTIFY THAT THE UNIQUE DESIGN IS APPROPRIATE FOR THE APPLICATION.
18. HANGERS FOR CLEAN AGENT PIPING SHALL ONLY BE USED FOR SUPPORTING CLEAN AGENT PIPING. OTHER MECHANICAL SYSTEMS AND EQUIPMENT SHALL NOT BE SUPPORTED BY CLEAN AGENT PIPING SUPPORTS. CLEAN AGENT PIPING SUPPORTS SHALL BE DIRECTLY CONNECTED TO THE STRUCTURE, SUPPORTS SHALL NOT BE CONNECTED TO OTHER EQUIPMENT, EQUIPMENT SUPPORTS, OR EQUIPMENT SUCH AS TRAPEZE HANGERS WHICH ARE NOT DEDICATED FOR THE SOLE USE OF CLEAN AGENT SYSTEMS.
19. CONTRACTOR SHALL PROVIDE TEMPORARY HEAT, TEMPORARY POWER, AND TEMPORARY PROTECTION IN A WORKMANLIKE MANNER AND AS REQUIRED BY THE OWNER, AND GOOD PRACTICES.
20. ALL FIRE ALARM CONNECTIONS SHALL BE COORDINATED WITH THE FIRE ALARM CONTRACTOR. ALL CLEAN AGENT SYSTEM COMPONENTS, ALARMS, DETECTORS AND CONNECTIONS SHALL BE IN ACCORDANCE WITH NFPA 72 AND NFPA 2001.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CREATING DETAILS AND THOSE DETAILS SHALL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. DETAILS SHALL MINIMALLY INCLUDE TYPICAL PIPE HANGER AND CLEAN AGENT SYSTEM ARRANGEMENTS AND OTHER DETAILS PERTINENT TO THE INSTALLATION OF THE SYSTEM.
22. PIPING PASSING THROUGH FIRE-RATED SEPARATIONS SHALL BE PROPERLY FIRESTOPPED WITH RATED MATERIALS FOR THE SYSTEM. REFER TO ARCHITECTURAL PLANS FOR RATED SEPARATIONS.
23. ALL FIRE PROTECTION CONTROL VALVES SHALL BE ELECTRICALLY SUPERVISED UNLESS OTHERWISE NOTED.

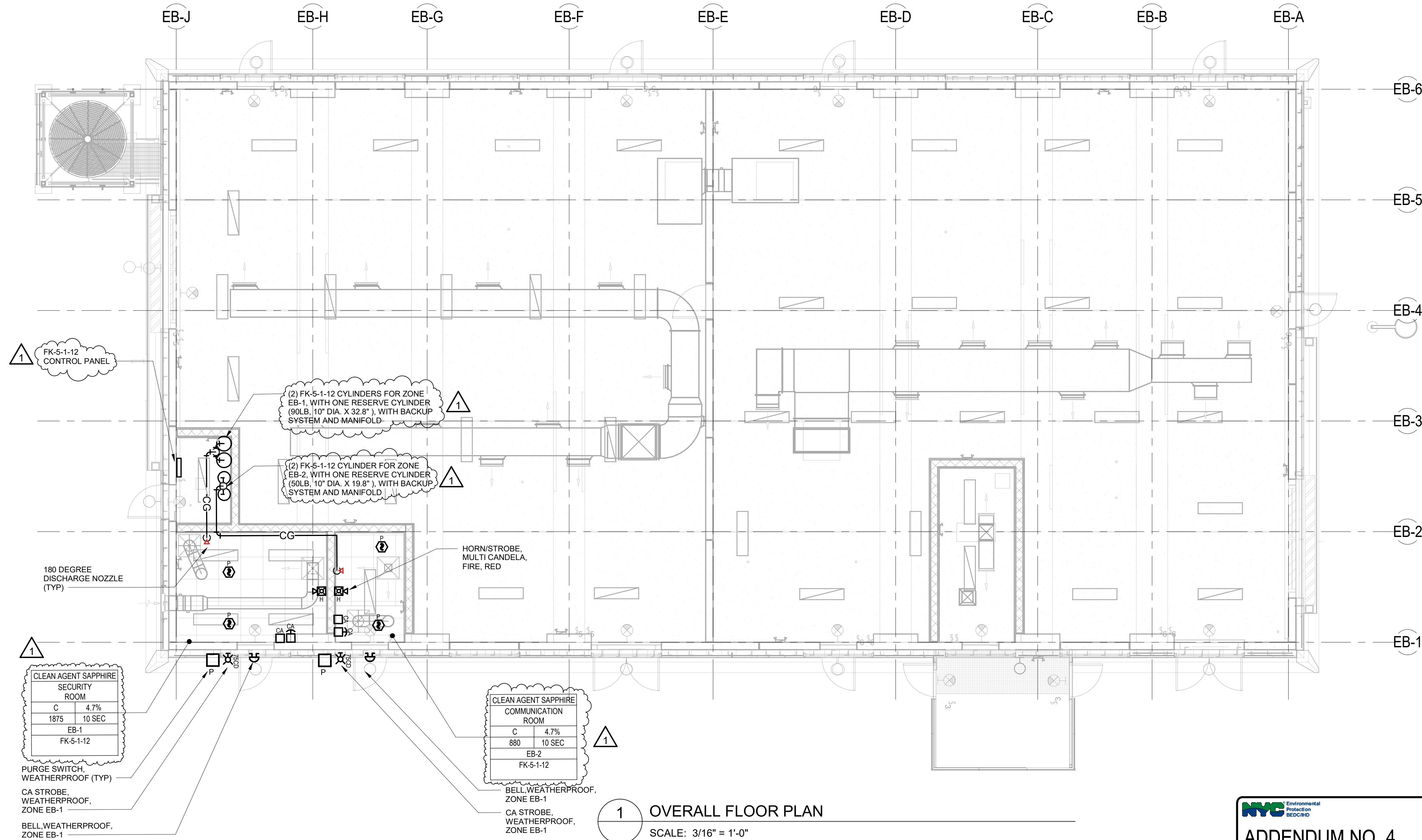
1. FK-5-1-12 SYSTEM TO BE DESIGNED AND INSTALLED AS REQUIRED BY NFPA 2001 AND ALL APPLICABLE CODES GOVERNING CLEAN AGENT FIRE EXTINGUISHING SYSTEMS.

			DESIGNED BY: ER	DRAWN BY: ER	 	ACCOUNTABLE MANAGER JUSTIN RIVELLINO	<p>NEW YORK CITY ENVIRONMENTAL PROTECTION BUREAU OF ENGINEERING DESIGN & CONSTRUCTION 96-05 HORACE HARDING EXPRESSWAY 5th FLOOR CORONA, NEW YORK 11368 www.nyc.gov/dep</p>	<p>CONTRACT KENS EAST-2 KENSICO SITE PREPARATION</p> <p>FIRE PROTECTION ELECTRICAL BUILDING SYMBOL LIST, NOTES, LEGENDS & SCHEDULES</p>	DATE: April 2023
			CHECKED BY: RP			PORTFOLIO MANAGER LAUREN D'ATTILE, PE			SCALE: AS NOTED
			DESIGN LEAD: DEEPAK KANDRA, PE			DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE			SHEET NO:
1	09/2023	ADDENDUM 4	RP						DRAWING NO.
NO.	DATE	REVISIONS/DESCRIPTION	APPR'D.	SECTION MANAGER:					KSEB-FP-001.01

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BIM 360//Kensico-Eastview Connector (KEC)/KSEB-FP_MODEL_ARUP.rvt

8/30/2023 10:02:15 AM



1 OVERALL FLOOR PLAN
SCALE: 3/16" = 1'-0"

3/16"=1'-0" 0 5 10 FT.



ADDENDUM NO. 4

SUBMITTAL DATE: 09/2023

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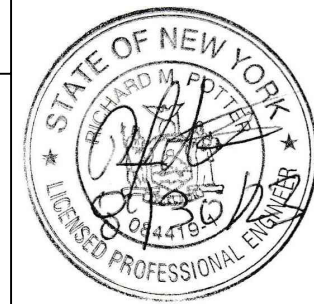
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1	09/2023	ADDENDUM 4	RP

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CHECKED BY: RP	
DESIGN LEAD: DEEPAK KANDRA, PE	
SECTION MANAGER:	

ARUP



ACCOUNTABLE MANAGER JUSTIN RIVELLINO
PORTFOLIO MANAGER LAUREN D'ATTILE, PE
DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE

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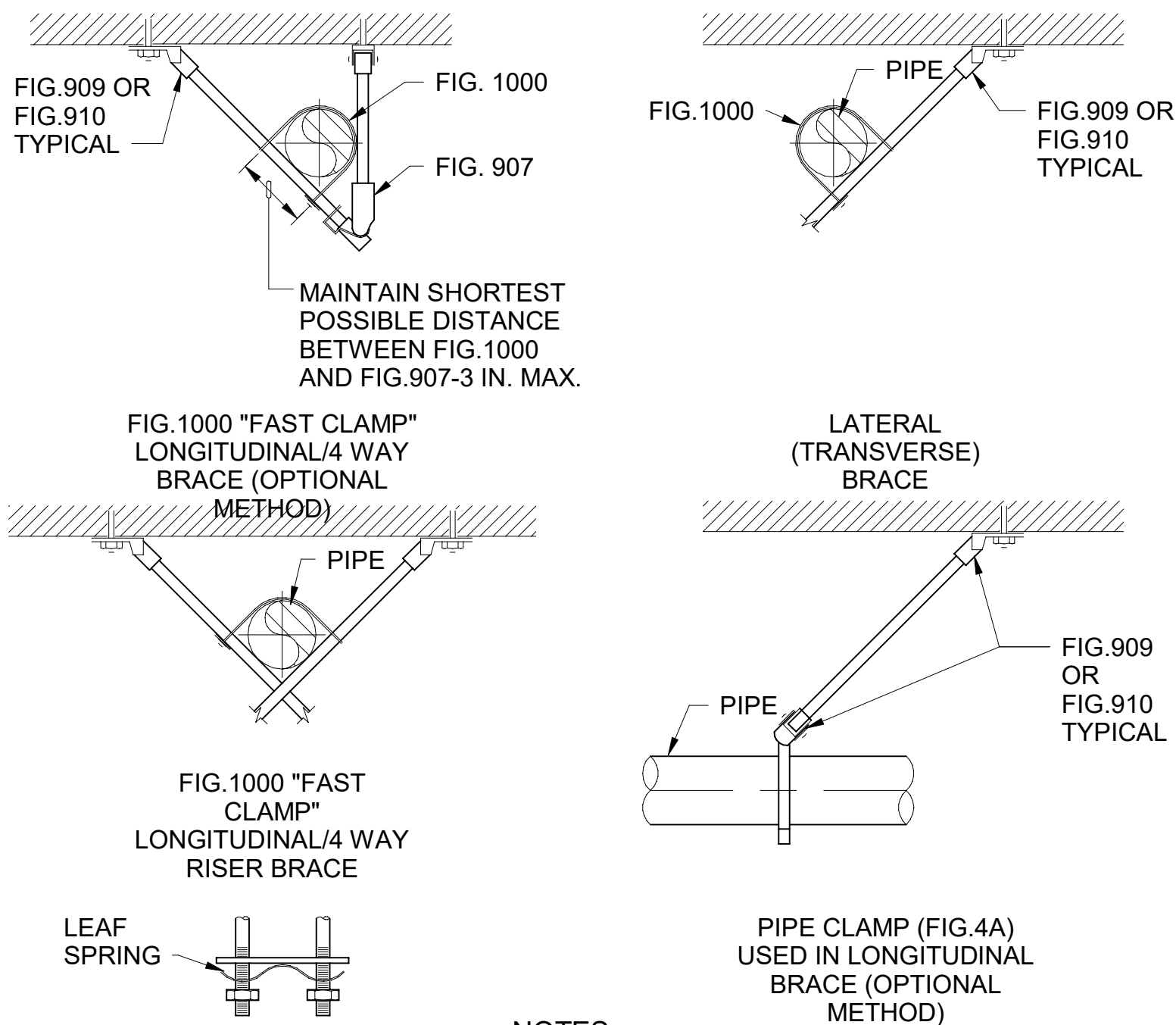
**NEW YORK CITY
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BUREAU OF ENGINEERING DESIGN & CONSTRUCTION
96-05 HORACE HARDING EXPRESSWAY 5th FLOOR
CORONA, NEW YORK 11368
www.nyc.gov/dep

**CONTRACT KENS EAST-2
KENSICO SITE PREPARATION**

FIRE PROTECTION
ELECTRICAL BUILDING
OVERALL FLOOR PLAN

DATE: April 2023
SCALE: AS NOTED
SHEET NO:
DRAWING NO. KSEB-FP-401.01

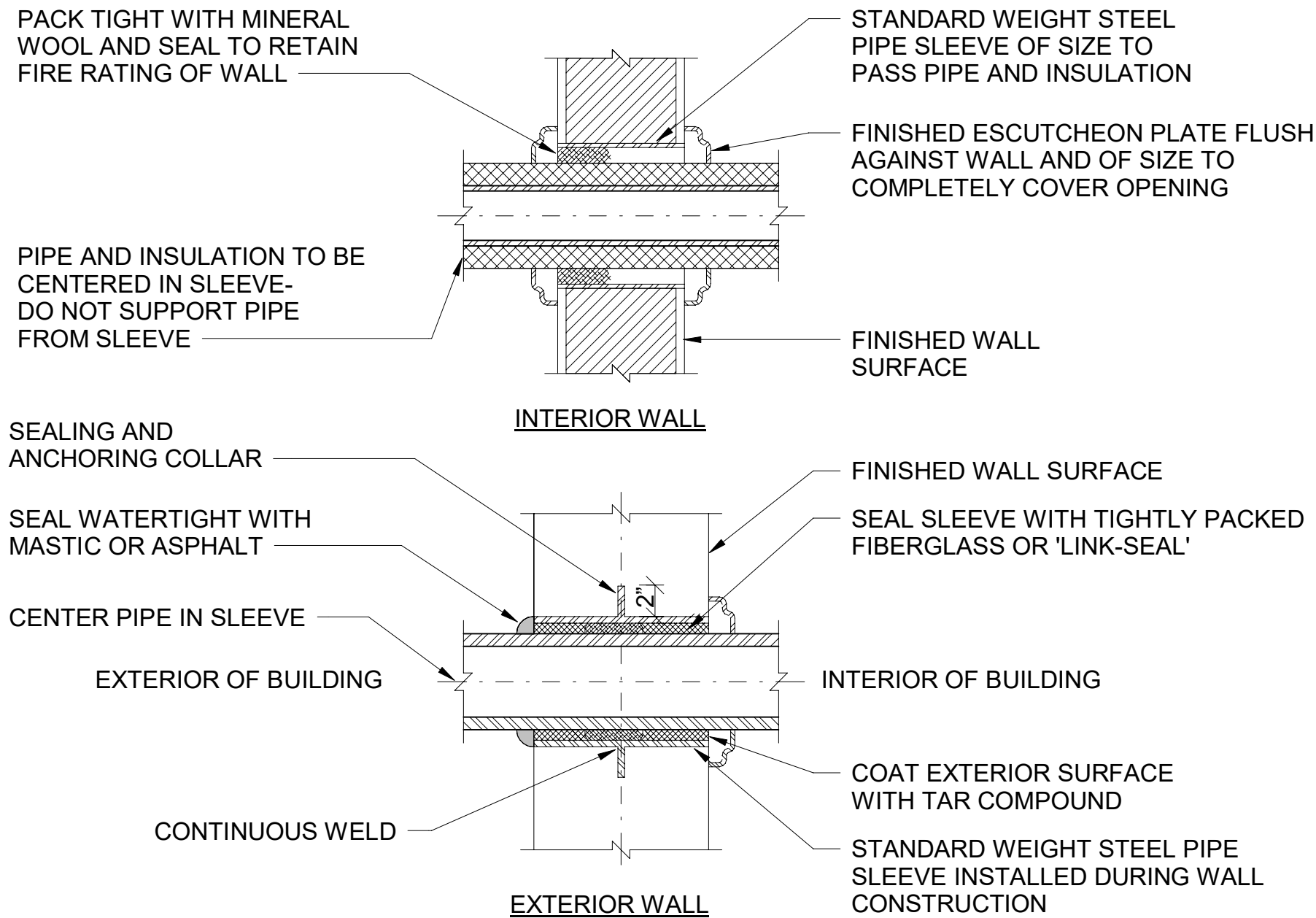
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SEISMIC DESIGN DATA
OCCUPANCY CATEGORY - III
IMPORTANCE FACTOR - 1.25
SITE CLASS - C
SEISMIC DESIGN CATEGORY - B
SDs - 0.252g
SD1 - 0.061g

- NOTES**
1. TO ASSURE MINIMUM REQUIRED TORQUE - TIGHTEN HEX NUTS UNTIL LEAF SPRING IS FLAT.
 2. ALL ITEMS LISTED ARE MANUFACTURED BY TOLCO. APPROVED EQUAL PRODUCT MAY ALSO BE CONSIDERED.
 3. CONTRACTOR TO PROVIDE SEISMIC CALCULATIONS AND DRAWINGS INCLUDING THE ABOVE BRACING BASED UPON THE SEISMIC DESIGN DATA.
 4. VERIFY INDICATED DESIGN DATA WITH STRUCTURAL DRAWINGS.
 5. REFER TO ANCHORAGE NOTES ON STRUCTURAL DRAWINGS FOR ANCHORAGE REQUIREMENTS.

1 TYPICAL SEISMIC BRACE COMPONENTS
SCALE: N.T.S.



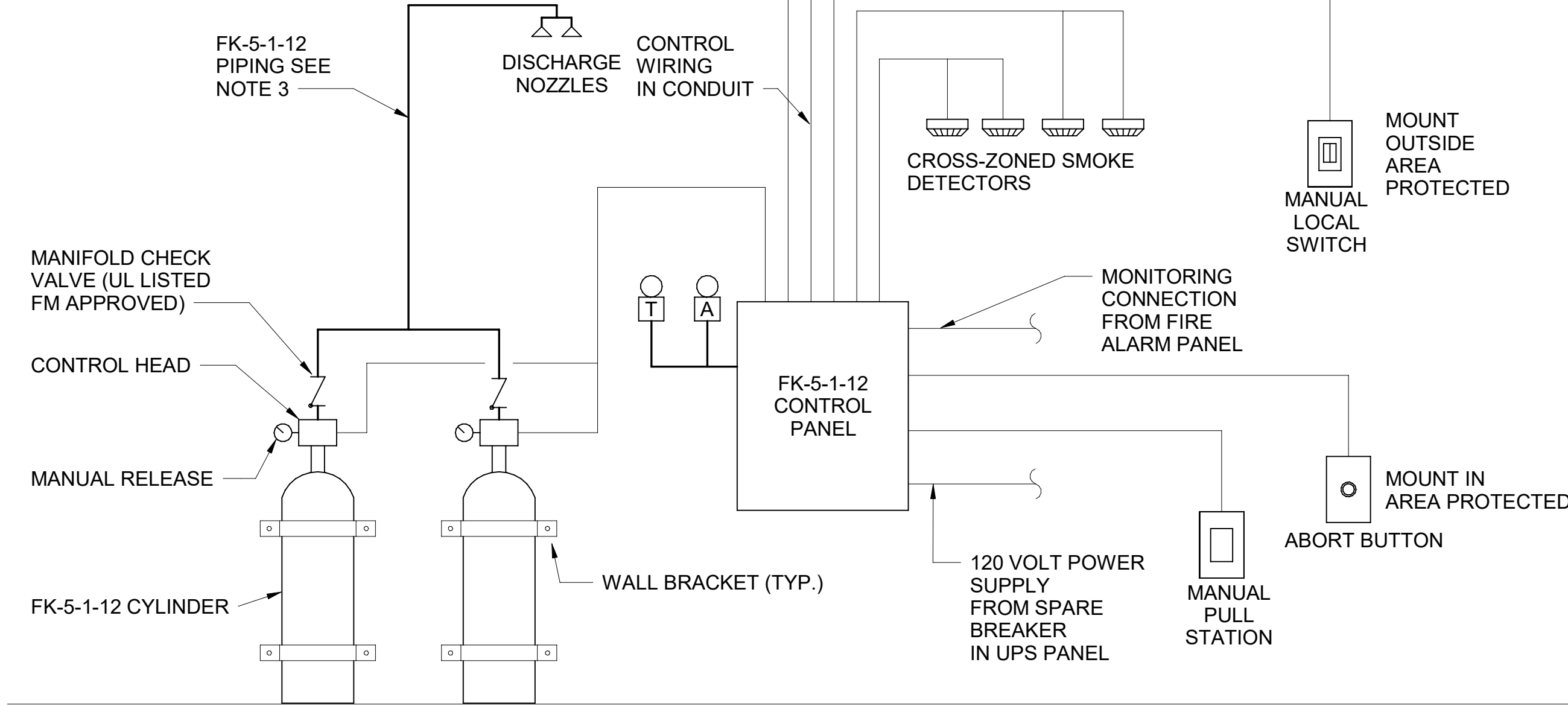
- NOTES:**
1. PIPE SLEEVE FOR EXTERIOR WALL ABOVE OR BELOW GRADE.

2 PIPE SLEEVE DETAIL
SCALE: N.T.S.

1

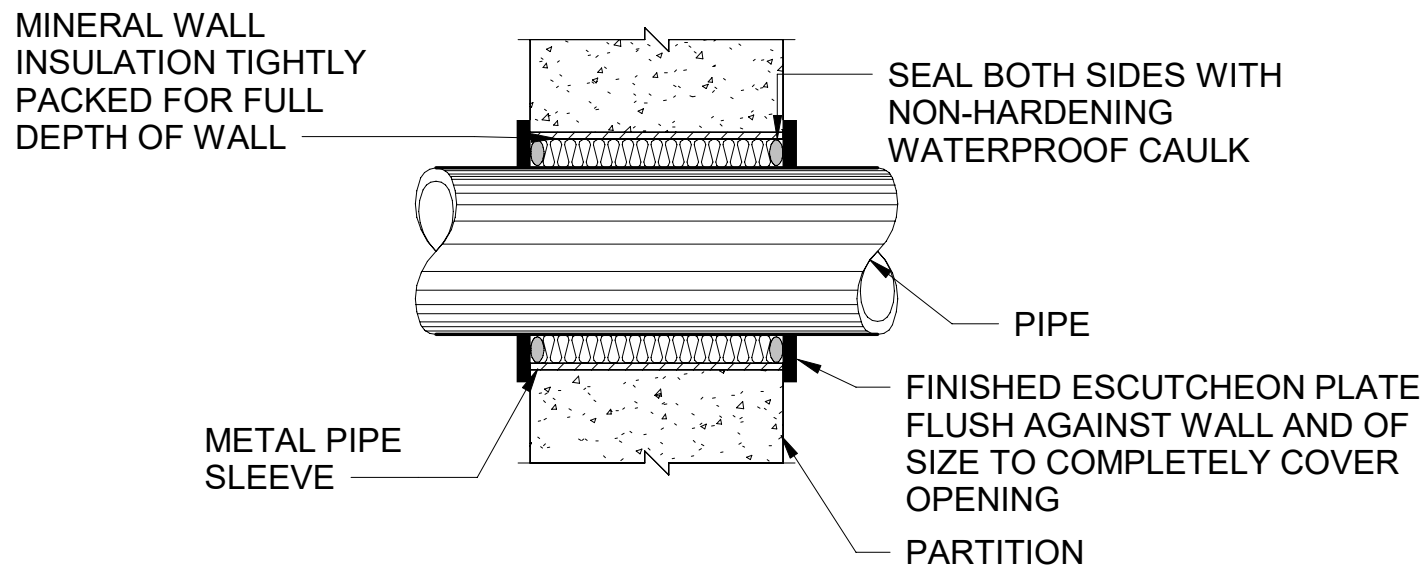
- FK-5-1-12 CLEAN AGENT - SEQUENCE OF OPERATION**
1. ACTUATION OF A SINGLE AUTOMATIC DETECTION DEVICE SHALL SOUND A LOCAL AUDIBLE AND VISUAL ALARM WITHIN THE PROTECTED AREA AND SHALL TRANSMIT AN ALARM TO AN APPROVED CENTRAL FIRE ALARM CONTROL PANEL.
 2. UNLESS THE ABORT SYSTEM, PROVIDED AS DESCRIBED BELOW, IS ACTUATED, ACTUATION OF A SECOND AUTOMATIC DETECTION DEVICE SHALL, WITHIN 30 SECONDS, INITIATE THE DUMP OF CLEAN AGENT BY ACTIVATION OF THE AGENT RELEASE SOLENOID VALVE.
 3. ACTIVATION OF THE MANUAL ABORT SWITCH LOCATED IN THE PROTECTED AREA SHALL CAUSE THE DUMPING OF THE CLEAN AGENT AFTER A TWO (2) MINUTE DELAY UNLESS THE ABORT CONTROL IS REACTIVATED FOR ANOTHER CYCLE OF DELAY.
 4. A MANUAL PULL STATION SHALL BE PROVIDED, AND, UPON ACTIVATION, SHALL TRANSMIT AN ALARM TO THE FIRE ALARM CONTROL PANEL, OVERRIDE ANY DELAY AND CAUSE THE CLEAN AGENT TO DUMP IMMEDIATELY.
 5. AUDIBLE AND VISUAL ALARM SYSTEMS WITHIN AND OUTSIDE THE PROTECTED AREA SHALL SIGNAL THE ACTIVATION OF AN AUTOMATIC DETECTION DEVICE AND SUBSEQUENT OPERATION OF EXTINGUISHING SYSTEMS. SIGNALS SHALL CONTINUE UNTIL THE ATMOSPHERE HAS BEEN RETURNED TO NORMAL.
 6. UPON SECOND SMOKE DETECTOR ACTUATION OR MANUAL PULL STATION ACTUATION, ALL INTERNAL HVAC UNITS TO BE SHUT DOWN.
 7. ALL EVENTS ARE RECORDED IN SYSTEM MEMORY.
 8. A FK-5-1-12 RESERVE TANK IS PIPED DIRECTLY INTO THE MANIFOLD. THE RESERVE TANK SHALL BECOME ACTIVATED VIA A FK-5-1-12 MAIN/RESERVE SELECTOR SWITCH. THIS SWITCH IS SUPERVISED THROUGH THE FK-5-1-12 CONTROL PANEL.

TO HVAC EQUIPMENT, DAMPERS, AND EXHAUST FAN(REFER TO MECH DRAWINGS FOR SYSTEM CLOSURE AND PURGING)



- NOTES:**
1. THIS SCHEMATIC AND FIRE PROTECTION DRAWINGS SHALL BE ONLY USED FOR BASIS OF DESIGN. FINAL DESIGN SHALL BE DETERMINED BY AN ANSUL CERTIFIED DISTRIBUTOR OF FK-5-1-12, BASED ON THEIR OWN FLOW CALCULATIONS, ROOM INTEGRITY TESTS, AND REQUIREMENTS OF NFPA 2001.
 2. REFER TO FLOOR PLANS FOR LOCATIONS OF DEVICES AND QUANTITIES
 3. PIPE MATERIAL: SCH. 80 STEEL.
 4. FITTINGS: SCH. 80 CARBON STEEL.

3 FK-5-1-12 SYSTEM DIAGRAM
SCALE: N.T.S.



4 PIPE PENETRATION THROUGH NON FIRE-RATED WALL
SCALE: N.T.S.



ADDENDUM NO. 4

SUBMITTAL DATE: 09/2023

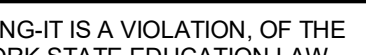

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				CHECKED BY: RP	ARUP			PORTFOLIO MANAGER LAUREN D'ATILE, PE				SCALE: AS NOTED
				DESIGN LEAD: DEEPAK KANDRA, PE				DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE				SHEET NO:
1	09/2023	ADDENDUM 4		RP								DRAWING NO. KSEB-FP-801.01
NO.	DATE	REVISIONS/DESCRIPTION		APPR'D.	SECTION MANAGER:							

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NO.	DATE	REVISIONS/DESCRIPTION	APPR'D.
3	08/2023	ADDENDUM #4	JP
2	08/2023	ADDENDUM #3	JP
1	06/2023	ADDENDUM #1	JP

DESIGNED BY: JP, AL	DRAWN BY: JP, AL
CHECKED BY: XY	
DESIGN LEAD: JIGNESH PATEL, PE	
SECTION MANAGER: XIAOBO YU, PE	



ACCOUNTABLE MANAGER JUSTIN RIVELLINO
PORTFOLIO MANAGER LAUREN D'ATTILE, PE
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CONTRACT KENS-EAST-2 KENSICO SITE PREPARATION	DATE: AUGUST 2023
ELECTRICAL ELECTRICAL BUILDING OVERALL SITE PLAN	SCALE: AS NOTED
	SHEET NO:
	DRAWING NO. KSEB-E-100.03

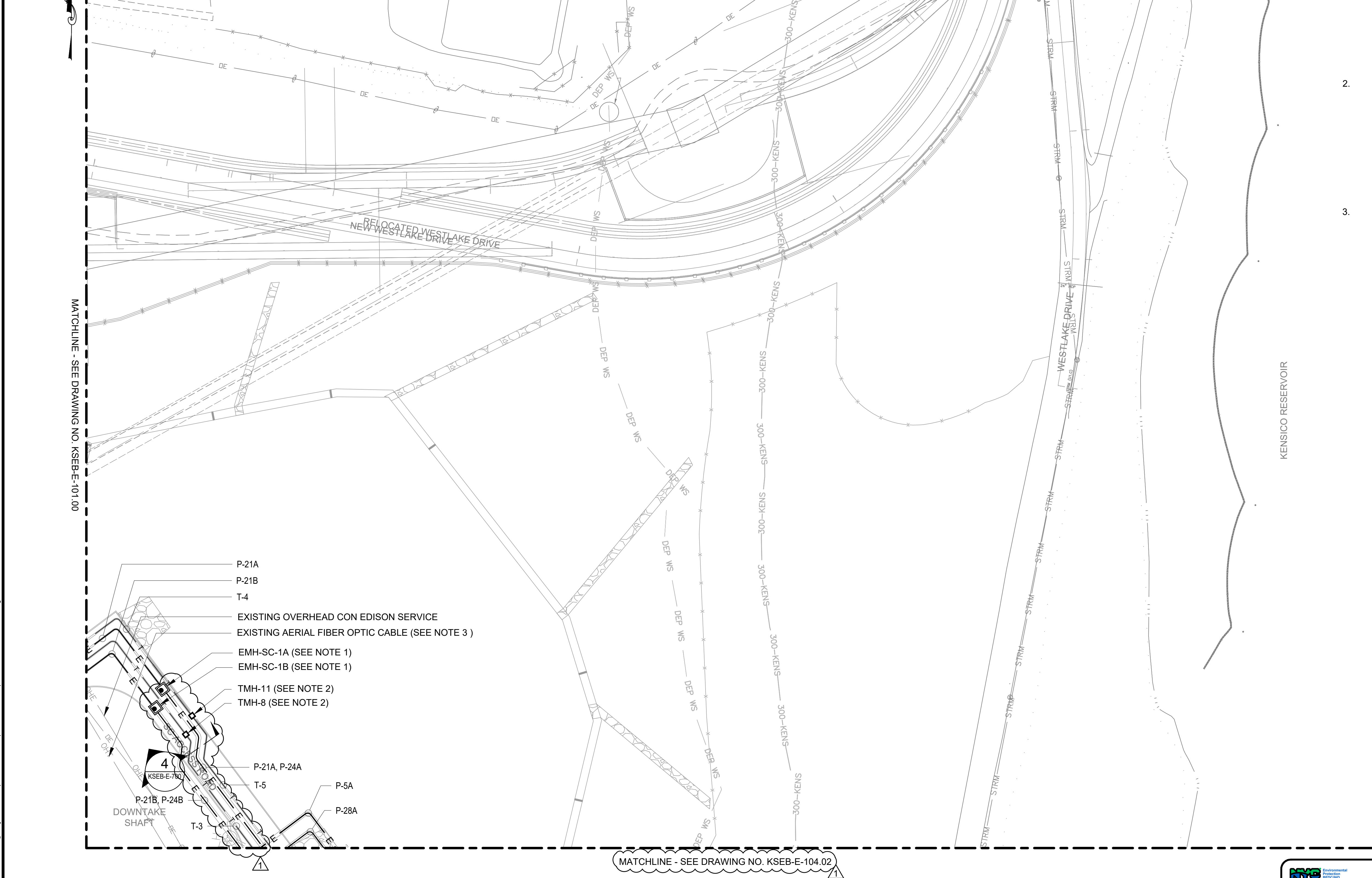
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NOTES:

- DUCTBANKS SHOWN ARE DIAGRAMMATICAL AND THE ROUTES ARE SHOWN TO CONVEY DESIGN INTENT. CONTRACTOR SHALL FIELD DETERMINE ALL CONDUIT DUCTBANK ROUTES TO COORDINATE WITH ALL UNDERGROUND UTILITIES, EXISTING STRUCTURES AND EQUIPMENT. PROVIDE CORE DRILLS AND OPENINGS AS REQUIRED TO ROUTE CONDUITS. PROVIDE ADDITIONAL FIELD PULL BOXES AS REQUIRED TO ROUTE CONDUITS TO THE EQUIPMENT.
- ALL CONDUITS FILLED WITH CABLES SHALL BE SEALED WATERPROOF. ALL SPARE OR EMPTY CONDUITS SHALL BE PROVIDED WITH PULL ROPE AND SEALED WATERPROOF, THE SEALING SHALL BE REMOVABLE FOR FUTURE USE.
- THE FOUNDATIONS OF THE MANHOLE INSTALLATION DETAILS SHALL BE DESIGNED, CALCULATED AND COORDINATED BASED ON FIELD CONDITIONS. FOUNDATION DESIGN AND CALCULATIONS SHALL BE PREPARED, SIGNED AND SEALED BY A NYS LICENSED PROFESSIONAL ENGINEER AND SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL.
- FOR DUCTBANK SEALING, REFER TO SPECIFICATION 26 05 43 - UNDERGROUND DUCTBANKS, MANHOLES AND RACEWAYS FOR ELECTRICAL SYSTEM.
- CONTRACTOR SHALL DESIGN ALL MANHOLE/HAND-HOLE AND MANHOLE FOUNDATIONS AS PER HS-20 LOADING AND SUBMIT TO THE ENGINEER FOR REVIEW AND APPROVAL.
- ALL CON EDISON SERVICE-RELATED MANHOLES SHALL BE TYPE M11-6. THE MANHOLE SHALL COMPLY WITH THE LATEST CON EDISON STANDARD DRAWINGS 341185, EO-13526-B, AND EO-1804-B.

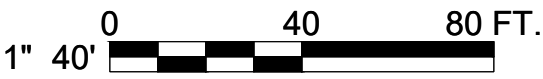
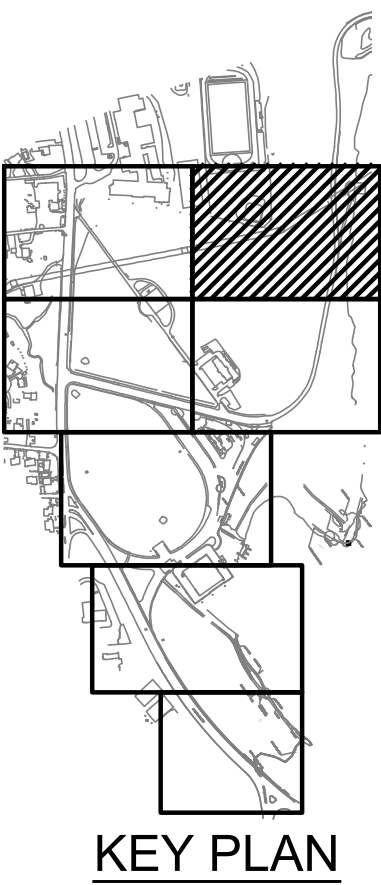


Last Saved By: Nigacob Last Date Saved: 8/24/2023 11:38 AM Date & Time Plotted: 8/25/2023 9:27 AM
Paper Size: Printed/Plotted: ANSI full bleed D (34.00 x 22.00 inches) Plot Scale: 1"=1' Plot Style: table: BEDC_Acad(N).ctb
Drawing File Name & Drive Location: C:\projectwise\dmx\ds05\dmx09021\KSEB-E-102.01.dwg



NOTES:

1. THE CONTRACTOR SHALL FURNISH AND INSTALL THE ELECTRICAL DUCTBANK PER SPECIFICATION SECTION 26 05 43 AND CONTRACT DRAWINGS FROM THE ELECTRICAL BUILDING TO THE ELECTRICAL MANHOLE (EMH). THE DUCTBANK CONDUITS SHALL BE PROVIDED WITH PULL ROPE AND SEALED WATERPROOF FOR FUTURE USE. THE WATERPROOF SEAL SHALL BE REMOVABLE FOR FUTURE USE. CABLE INSTALLATION AND CONTINUATION OF DUCTBANKS SHALL BE FURNISHED AND CONSTRUCTED UNDER FUTURE KEC BUILDINGS CONTRACT(S).
2. THE CONTRACTOR SHALL FURNISH AND INSTALL THE ELECTRICAL DUCTBANK PER SPECIFICATION SECTION 26 05 43 AND CONTRACT DRAWINGS FROM THE ELECTRICAL BUILDING TO THE TELECOMMUNICATION MANHOLE (TMH). THE DUCTBANK CONDUITS SHALL BE PROVIDED WITH PULL ROPE AND SEALED WATERPROOF FOR FUTURE USE. THE WATERPROOF SEAL SHALL BE REMOVABLE FOR FUTURE USE. CABLE INSTALLATION AND CONTINUATION OF DUCTBANKS SHALL BE FURNISHED AND CONSTRUCTED UNDER FUTURE KEC BUILDINGS CONTRACT(S).
3. CONTRACTOR SHALL DEMOLISH AERIAL FIBER OPTIC CABLE FROM EOH HQ TO LEC BUILDING ONCE NEW FIBER CABLES ARE INSTALLED AND OPERATIONAL. REFER TO CIVIL DRAWINGS FOR DETAILS.



SITE PLAN 2
SCALE: 1" 40'-0"



ADDENDUM NO. 4
DATE ISSUED: 09/2023

GRAPHIC SCALES
CHECK BEFORE USE

IF SHEET IS LESS THAN 22" X 34"
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SCALE ACCORDINGLY

VERTICAL DATUM
CONVERSION (ft)
+1.28 ± BWS
0 ± NAVD88

				DESIGNED BY: JP, AL
				CHECKED BY: XY
				DESIGN LEAD: JIGNESH PATEL, PE
1	09/2023	ADDENDUM #4	JP	SECTION MANAGER: XIAOBO YU, PE
NO.	DATE	REVISIONS/DESCRIPTION	APPR'D.	



ACCOUNTABLE MANAGER JUSTIN RIVELLINO
PORTFOLIO MANAGER LAUREN D'ATILE, PE
DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE

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CONTRACT KENS-EAST-2
KENSICO SITE PREPARATION

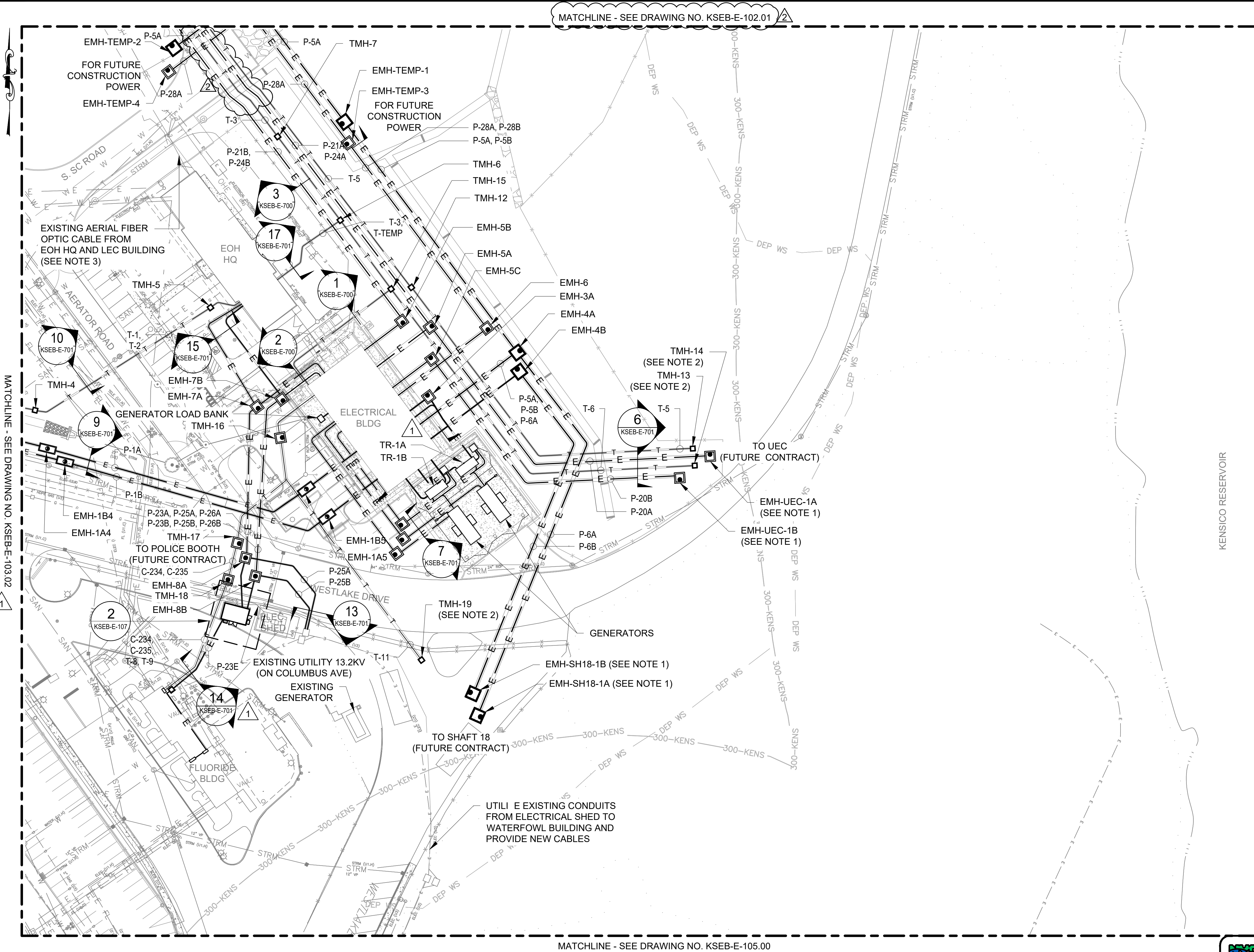
ELECTRICAL
ELECTRICAL BUILDING
SITE PLAN 2

DATE: AUGUST 2023
SCALE: AS NOTED
SHEET NO:

DRAWING NO.
KSEB-E-102.01

All inquiries regarding this drawing(s) or project should be made to NYC Environmental Protection, Bureau of Engineering Design and Construction.

Last Saved By: Nigacob Last Date Saved: 8/24/2023 11:38 AM Date & Time Plotted: 8/25/2023 9:27 AM
Paper Size: 34.00 x 22.00 inches Plot Scale: 1" = 40' Plot Style: table: BEDC_Acad(N).ctb
Drawing File Name & Drive Location: C:\projectwise\dmx\3505\350509027\KSEB-E-104.02.dwg



NOTES:

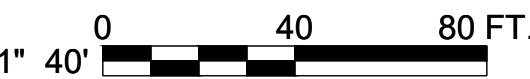
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SITE PLAN 4
SCALE: 1" 40'-0"



ADDENDUM NO. 4

DATE ISSUED: 09/2023



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CONVERSION (ft)

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0 ± NAVD88

NO.	DATE	REVISIONS/DESCRIPTION	APPR'D.
2	09/2023	ADDENDUM #4	JP
1	08/2023	ADDENDUM #3	JP

DESIGNED BY:
JP, AL

CHECKED BY:
XY

DESIGN LEAD:
JIGNESH PATEL, PE

SECTION MANAGER:
XIAOBO YU, PE

DRAWN BY:
JP, AL



ACCOUNTABLE MANAGER JUSTIN RIVELLINO
PORTFOLIO MANAGER LAUREN D'ATTILE, PE
DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE

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**CONTRACT KENS-EAST-2
KENSICO SITE PREPARATION**

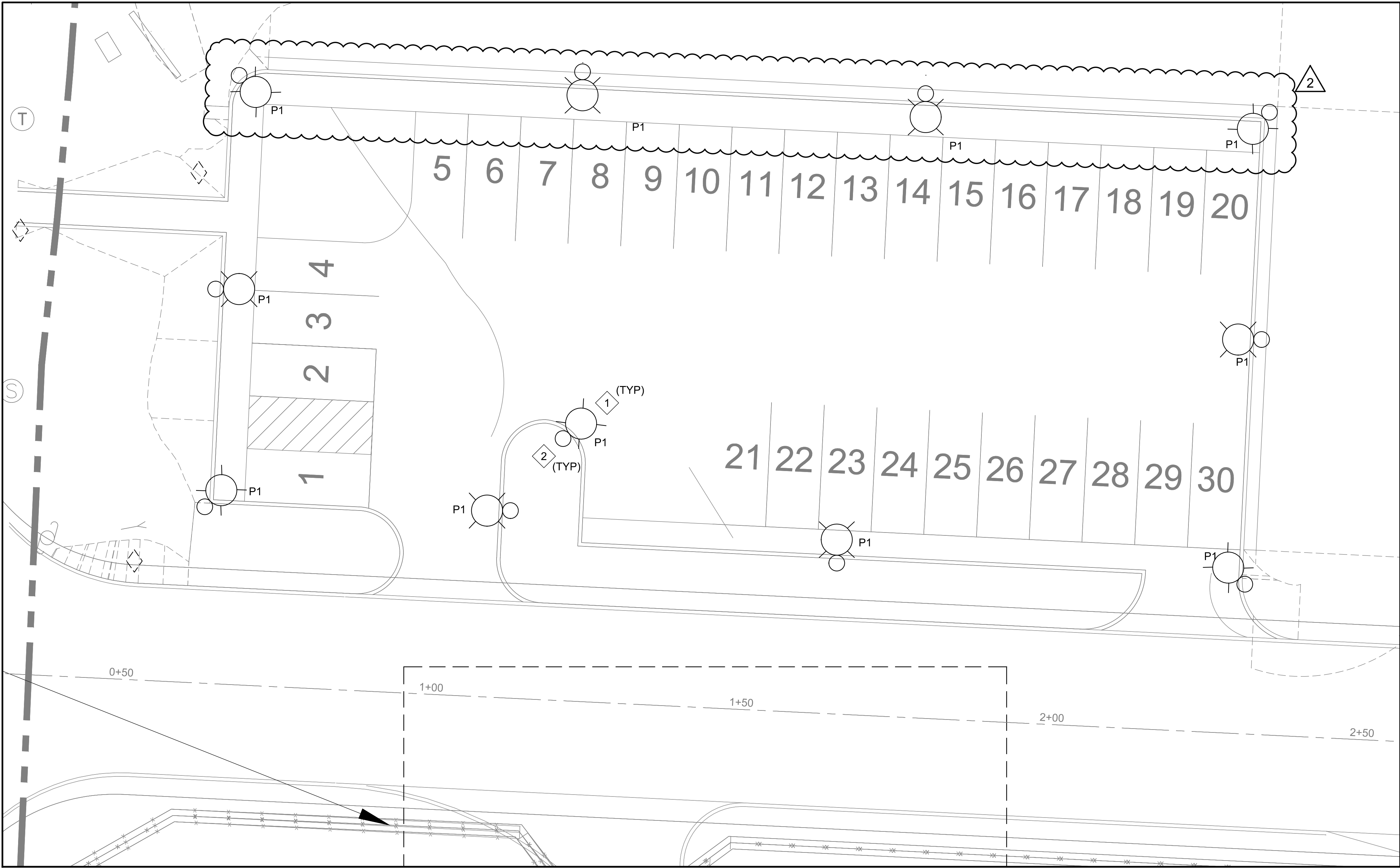
ELECTRICAL
ELECTRICAL BUILDING
SITE PLAN 4

DATE: AUGUST 2023
SCALE: AS NOTED
SHEET NO:

DRAWING NO.
KSEB-E-104.02

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SITE LIGHTING PLAN
SCALE: 1"=10'

LIGHTING FIXTURE SCHEDULE

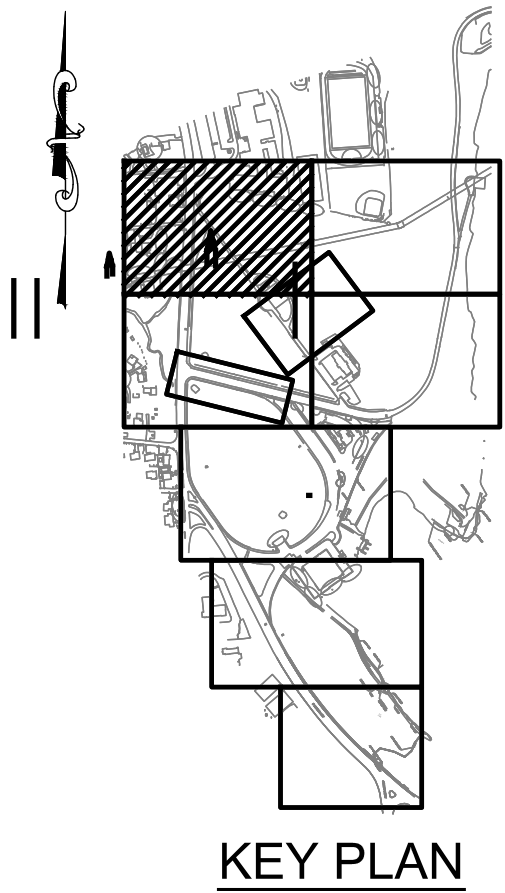
SYMBOL		MOUNTING	LIGHT SOURCE	DESCRIPTION	ACCEPTABLE MANUFACTURER'S CATALOG NUMBERS	REMARKS
	P1	POLE MOUNTED	LED	EXTERIOR POLE LIGHT	SOLAR LIGHTING INTERNATIONAL STEALTH 120-21 2 LED SOLAR STREET LIGHT	ADJUST LUMEN OUTPUT TO 13,000
	POLE	24'		5" SQUARE ALUMINUM	SOLAR LIGHTING INTERNATIONAL POLE	

NOTES:

- FOR ADDITIONAL NOTES, SYMBOLS, ABBREVIATIONS, AND GENERAL REQUIREMENTS SEE DRAWING KSEB-E-001 & KSEB-E-002.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE AND SCHEDULE ALL WORK WITH THE OWNER, ENGINEER, UTILITIES, AND OTHER CONTRACTORS.
- FINAL PLACEMENT OF LIGHTING FIXTURES SHALL BE FIELD VERIFIED PRIOR TO INSTALLATION.
- LIGHT FIXTURES ON POLES SHALL BE MOUNTED AT 20 FEET.

KEY NOTES:

- PROVIDE ALL-IN-ONE LED SOLAR LIGHT FIXTURES THAT INCLUDE SOLAR PANEL, FIXTURE AND BATTERY IN ONE UNIT. UNIT SHALL BE INSTALLED ON 20FT POLE.
- PROVIDE NEW 20' X 5" SQUARE ALUMINIUM POLE FOR LIGHT FIXTURE.



SEQUENCE OF OPERATION:

ALL SITE LIGHTING SHALL BE PHOTOSENSOR CONTROLLED LIGHTING SHALL BE ON FROM DUSK TO DAWN.



ADDENDUM NO. 4
DATE ISSUED: 08/2023

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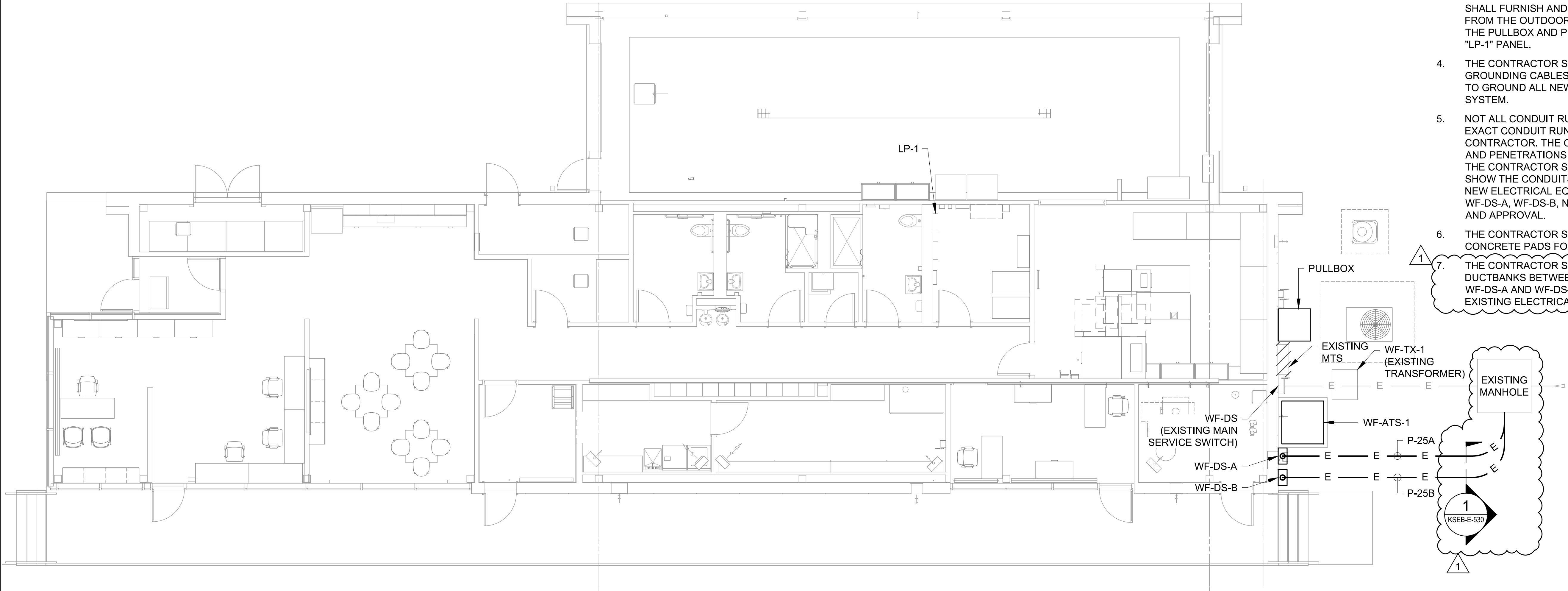
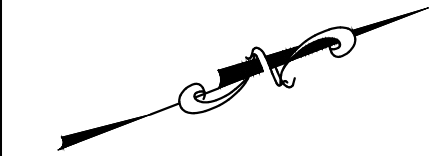
VERTICAL DATUM
CONVERSION (ft)

+1.28 - BWS
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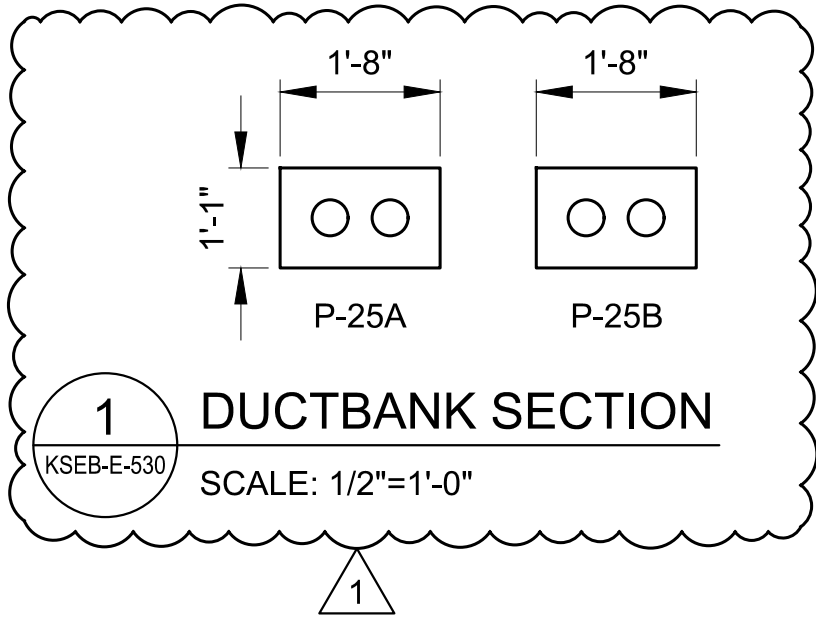
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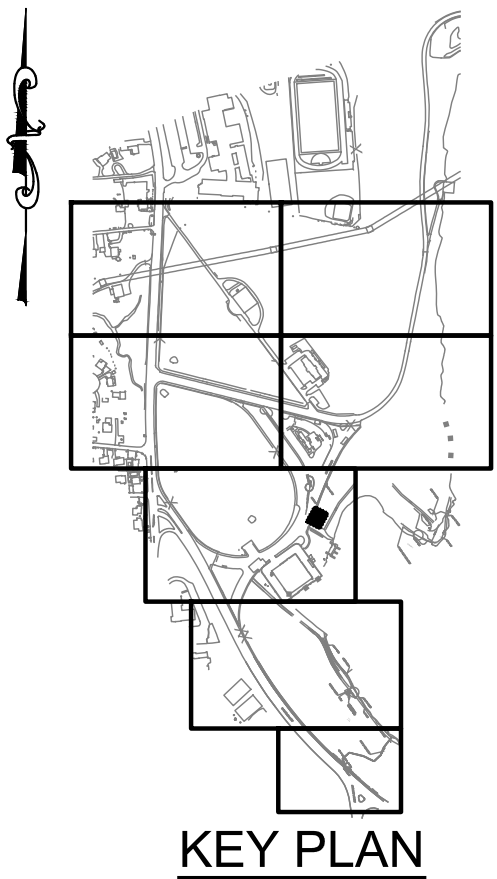
NOTES:

- CONTRACTOR SHALL FURNISH AND INSTALL NEW ELECTRICAL EQUIPMENT AND ASSOCIATED ACCESSORIES TO PROVIDE A COMPLETE POWER FEEDING SYSTEM TO THE WATERFOWL BUILDING.
- CONTRACTOR IS RESPONSIBLE TO MAKE ALL CONNECTIONS FROM THE NEW FEEDERS TO THE EXISTING ELECTRICAL EQUIPMENT.
- THE CONTRACTOR SHALL FURNISH AND INSTALL A NEMA 3R PULL BOX AT THE EXTERIOR WALL OF THE WATERFOWL BUILDING WITH A MINIMUM SIZE OF 36"X36"X12" FOR PULLING FEEDER CABLES FROM THE OUTDOOR TRANSFORMER (WF-TX-1) TO LP-1. THE CONTRACTOR SHALL FURNISH AND INSTALL A NEW UNDERGROUND DUCTBANK FROM THE OUTDOOR EXISTING 225KVA TRANSFORMER (WF-TX-1) TO THE PULLBOX AND PROVIDE CONDUITS FROM THE PULLBOX TO THE "LP-1" PANEL.
- THE CONTRACTOR SHALL FURNISH AND INSTALL ALL REQUIRED GROUNDING CABLES, CONNECTORS, DEVICES, ACCESSORIES, ETC. TO GROUND ALL NEW EQUIPMENT TO THE EXISTING GROUNDING SYSTEM.
- NOT ALL CONDUIT RUNS ARE SHOWN IN THE CONTRACT DRAWINGS. EXACT CONDUIT RUNS SHALL BE DETERMINED IN THE FIELD BY THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT CONDUIT LAYOUTS AND PENETRATIONS DETAIL FOR ENGINEER REVIEW AND APPROVAL. THE CONTRACTOR SHALL CREATE CONDUIT SHOP DRAWINGS TO SHOW THE CONDUITS ROUTING FROM THE BUILDING WALL TO THE NEW ELECTRICAL EQUIPMENT(S), INCLUDING, BUT NOT LIMITED TO, WF-DS-A, WF-DS-B, NETWORK RACK, ETC. FOR ENGINEER REVIEW AND APPROVAL.
- THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 4" HIGH CONCRETE PADS FOR ATS.
- THE CONTRACTOR SHALL FURNISH AND INSTALL THE ELECTRICAL DUCTBANKS BETWEEN EXISTING ELECTRICAL MANHOLE TO THE WF-DS-A AND WF-DS-B. THE CONTRACTOR SHALL FIELD VERIFY THE EXISTING ELECTRICAL MANHOLE LOCATION.



POWER PLAN - WATERFOWL BUILDING

SCALE: 3/16"=1'-0"



KEY PLAN



ADDENDUM NO. 4

DATE ISSUED: 09/2023

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0 - NAVD88

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				CHECKED BY: XY	
				DESIGN LEAD: JIGNESH PATEL, PE	
				SECTION MANAGER: XIAOBO YU, PE	
1	09/2023	ADDENDUM #4		JP	
NO.	DATE	REVISIONS/DESCRIPTION		APPR'D.	



ACCOUNTABLE MANAGER
JUSTIN RIVELLINO

PORTFOLIO MANAGER
LAUREN D'ATTILE, PE

DEPUTY DIRECTOR, IN HOUSE DESIGN
MICHAEL LOEHR, PE

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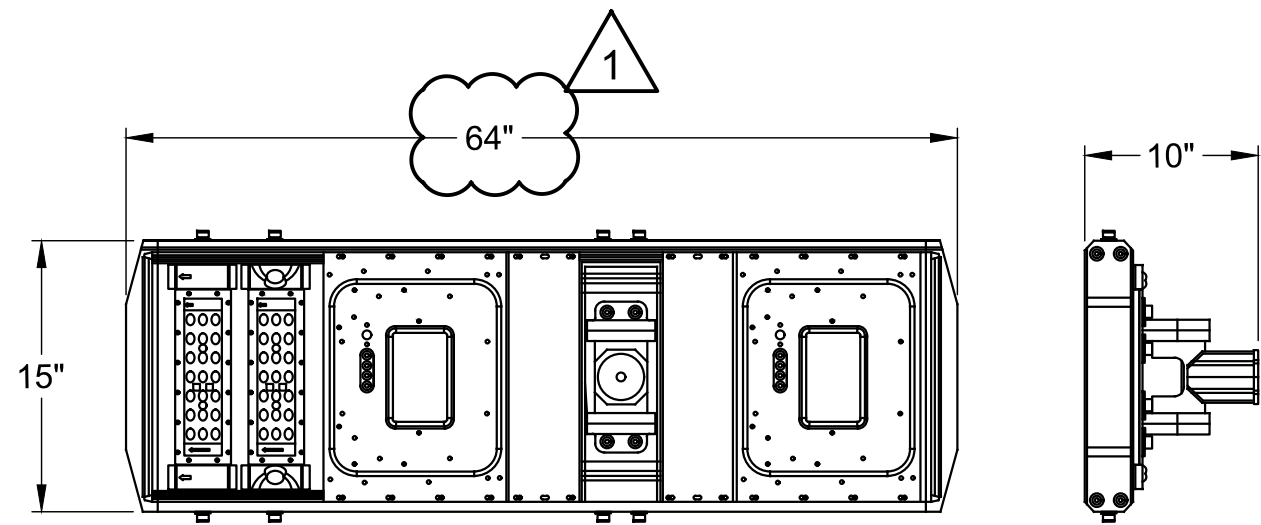
CONTRACT KENS-EAST-2
KENSICO SITE PREPARATION

ELECTRICAL
ELECTRICAL BUILDING
POWER PLAN - WATERFOWL BUILDING

DATE: APRIL 2023
SCALE: AS NOTED
SHEET NO:

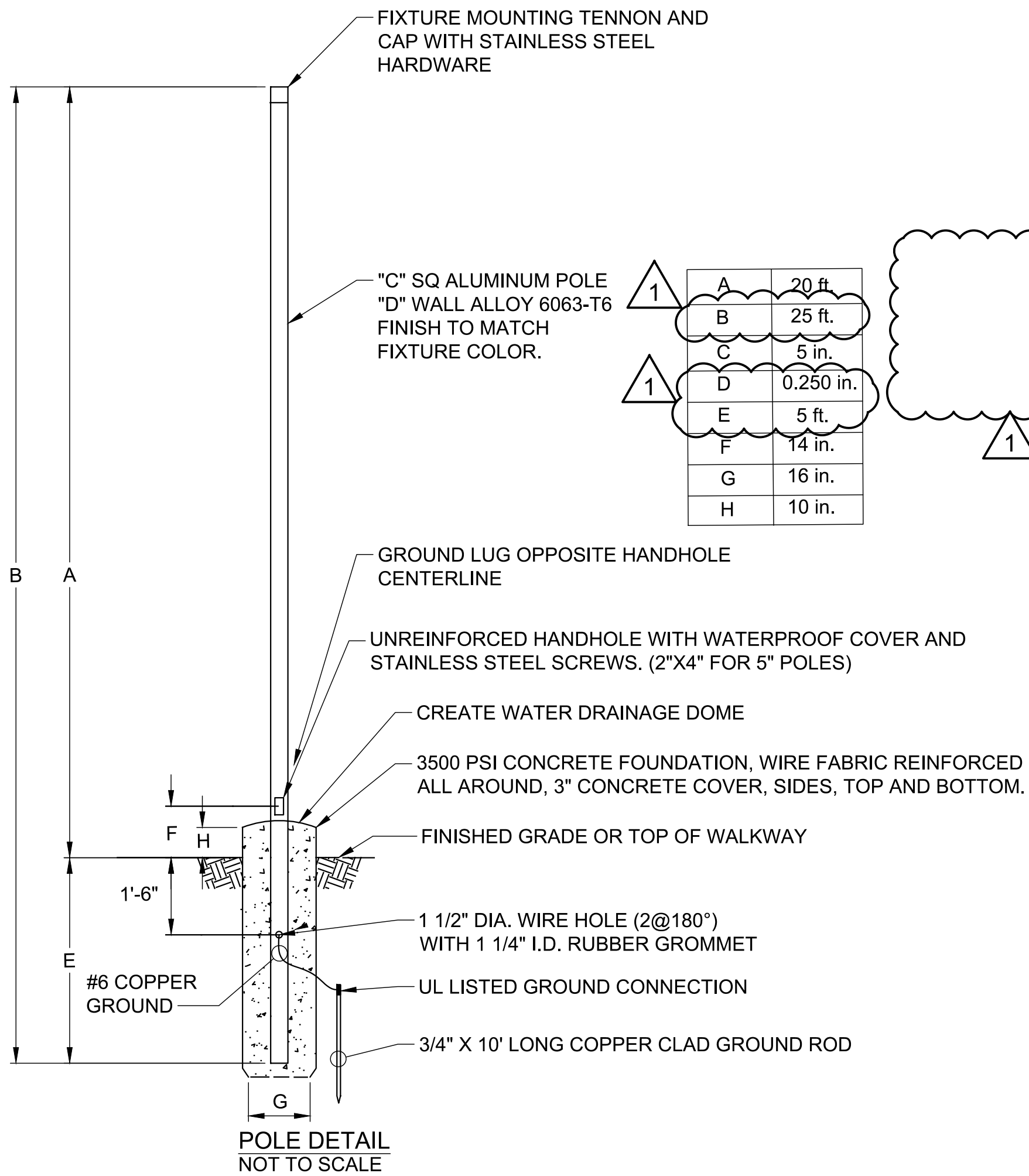
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NOTES:

1. INSTALLATION SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE OR LOCAL MUNICIPAL CODES. SHOULD THIS SPECIFICATION COME IN VARIANCE WITH ANY OF THESE CODES, THE LOCAL CODE SHALL TAKE PRECEDENCE.
2. GROUND ROD SHALL BE INSTALLED IN ACCORDANCE WITH NATIONAL ELECTRIC CODE AND LOCAL CODE REGULATIONS.



ADDENDUM NO. 4

DATE ISSUED: 08/2023

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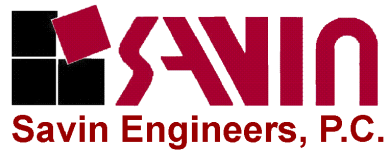
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NO.	DATE	REVISIONS/DESCRIPTION	APPR'D.

DESIGNED BY: JV	DRAWN BY: JC
CHECKED BY: KC	
DESIGN LEAD: JASON VALES	
SECTION MANAGER: STEVE MARTINO	



ACCOUNTABLE MANAGER JUSTIN RIVELLINO
PORTFOLIO MANAGER LAUREN D'ATTILE, PE
DEPUTY DIRECTOR, IN HOUSE DESIGN MICHAEL LOEHR, PE

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ENVIRONMENTAL PROTECTION**
BUREAU OF ENGINEERING DESIGN & CONSTRUCTION
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CORONA, NEW YORK 11368
www.nyc.gov/dep

**CONTRACT KENS-EAST-2
KENSICO SITE PREPARATION**

**ELECTRICAL
DETAILS**

DATE: JANUARY 2021
SCALE: AS NOTED
SHEET NO:
DRAWING NO. KSEB-E-810.01

All inquiries regarding this drawing(s) or project should be made to NYC Environmental Protection, Bureau of Engineering Design and Construction.

Attachment 2: KEC Approved Project Labor Agreement

2023 DEP HILLVIEW & KENSICO PROJECT LABOR AGREEMENT

**PROJECT LABOR AGREEMENT
COVERING THE NEW YORK CITY DEPARTMENT OF
ENVIRONMENTAL PROTECTION HILLVIEW RESERVOIR
IMPROVEMENTS PROJECT AND KENSICO-EASTVIEW
CONNECTION PROJECT**

2023

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2023 DEP HILLVIEW & KENSICO PROJECT LABOR AGREEMENT
PROJECT LABOR AGREEMENT
**COVERING THE NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL
PROTECTION HILLVIEW RESERVOIR IMPROVEMENT PROJECT AND KENSICO-
EASTVIEW CONNECTION PROJECT**

ARTICLE 1 – PREAMBLE

WHEREAS, the City of New York, acting through the New York City Department of Environmental Protection, desires to provide for the cost efficient, safe, quality, and timely completion of certain rehabilitation, renovation work, and construction (“Program Work,” as defined in Article 3) in a manner designed to afford the lowest costs to the Agency, and the public it represents, in the advancement of permissible statutory objectives, and in accordance with the Hillview Consent Decree, annexed hereto as Exhibit “D”.

WHEREAS, this Project Labor Agreement (“Agreement”) will foster the achievement of these goals, inter alia, by:

(1) providing a mechanism for responding to the unique construction needs associated with this Program Work and achieving the most cost-effective means of construction, including direct labor cost savings, by the Building and Construction Trades Council of Westchester and Putnam Counties, New York, AFL-CIO, and the signatory Local Unions and their members waiving various shift and other hourly premiums and other work and pay practices which would otherwise apply to Program Work;

(2) expediting the construction process and otherwise minimizing the disruption to the Agency’s ongoing operations at the facilities that are the subject of the Agreement;

(3) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, reducing jobsite friction on common situs work sites, and promoting labor harmony and peace for the duration of the Program Work;

(4) standardizing the terms and conditions governing the employment of labor on Program Work;

(5) permitting wide flexibility in work scheduling and shift hours and times to allow maximum work to be done during off hours yet at affordable pay rates;

(6) permitting adjustments to work rules and staffing requirements from those which otherwise might obtain;

2023 DEP HILLVIEW & KENSICO PROJECT LABOR AGREEMENT

- (7) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (8) fostering increased participation by Minority and Women-owned Business Enterprises (“MWBES”) and Disadvantage Business Enterprises (“DBEs”);
- (9) encouraging the development of pathways to construction careers;
- (10) ensuring a reliable source of skilled and experienced labor; and
- (11) securing applicable New York State Labor Law exemptions.

WHEREAS, the Building and Construction Trades Council of Westchester and Putnam Counties, New York, AFL-CIO, its participating affiliated Local Unions and their members, desire to assist the City in meeting these operational needs and objectives as well as to provide for stability, security and work opportunities which are afforded by this Project Labor Agreement; and

WHEREAS, the Parties desire to maximize Program Work safety conditions for both workers and the community in the project area.

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement entered into by the New York City Department of Environmental Protection (“DEP”), including in its capacity as construction manager of covered projects and/or on behalf of any third-party construction manager which may be utilized, and the Building and Construction Trades Council of Westchester and Putnam Counties, New York, AFL-CIO Greater New York and Vicinity (“Council” or “BCTC”) (on behalf of itself) and the signatory affiliated Local Unions (“Unions” or “Local Unions”). The Council and each signatory Local Union hereby warrant and represents that it has been duly authorized to enter into this Agreement.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

- A. The term “Agency” or “DEP” means the New York City Department of Environmental Protection;

2023 DEP HILLVIEW & KENSICO PROJECT LABOR AGREEMENT

- B. The term “Agreement” means this project labor agreement (“PLA”), the applicable Schedule “A” Collective Bargaining Agreements (each a “CBA”) identified in Schedule “A”, and each Exhibit hereto;
- C. The term “BCTC” refers to the Building and Construction Trades Council of Westchester and Putnam Counties, New York, AFL-CIO. The terms “BCTC” and “Council” are used interchangeably;
- D. The term “Contractor(s)” shall include any Construction Manager, General Contractor and all other contractors, and subcontractors of all tiers engaged in Program Work within the scope of this Agreement as defined in Article 3. When the Agency acts as Construction Manager, unless otherwise provided, it has the rights and obligations of a “Construction Manager” in addition to the rights and obligations of the Agency;
- E. The term “Core Employee” means an employee that has been on a contractor’s payroll consistent with Article 4, Section 2(B) and (C);
- F. The term “HireNY Construction Careers” refers to this PLA’s initiative to advance career opportunities for Program Hires;
- G. The term “Program Work” is the work covered by this Agreement as defined in Article 3;
- H. The term “Program Hire(s)” means an individual that resides in a zip code where at least 15% of the individuals residing in such zip code are below the federal poverty rate and residents of NYCHA housing or another public housing authority regardless of zip codes; and
- I. The term “Union(s)” or “Local Union(s)” refers to the various participating unions affiliated with the BCTC, singularly and collectively.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

2023 DEP HILLVIEW & KENSICO PROJECT LABOR AGREEMENT

This Agreement shall not become effective unless each of the following conditions are met: the Agreement is executed by (1) the Council, on behalf of itself, (2) the participating affiliated Local Unions; and (3) the Commissioner of DEP or their designee.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all participating Unions and their affiliates, the Construction Manager (in its capacity as such) and all Contractors of all tiers performing Program Work, as defined in Article 3. The Contractors shall include in any subcontract that they let for performance during the term of this Agreement a requirement that their subcontractors, of all tiers, become signatory and bound by this Agreement with respect to that subcontracted work falling within the scope of Article 3 and all Contractors (including subcontractors) performing Program Work shall be required to sign a “Letter of Assent” in the form annexed hereto as Exhibit “A”. This Agreement shall be administered by the Agency or a Construction Manager or such other designee as may be named by the Agency or Construction Manager, on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements (each a “CBA”) appended hereto as Schedule “A”, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other CBA of any type which would otherwise apply to this Program Work, in whole or in part. The CBAs of the affiliated local unions that cover the particular type of construction work to be performed by the contractor, and as set forth in the Schedule “A” list of agreements, shall be deemed the Schedule “A” Collective Bargaining Agreements (“Schedule “A” CBA”) under this Agreement. Where association and independent CBAs for a particular type of construction work are both set forth in Schedule “A”, association members shall treat the applicable association agreement as the Schedule “A” CBA and independent contractors shall treat the applicable independent agreement as the Schedule “A”

2023 DEP HILLVIEW & KENSICO PROJECT LABOR AGREEMENT

CBA. Subject to the foregoing, where a subject covered by the provisions of this project labor agreement is also covered by a Schedule "A" CBA, the provisions of this project labor agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing Program Work. No practice, understanding or agreement between a Contractor and a Local Union which is not set forth in this Agreement shall be binding with respect to Program Work unless endorsed in writing by the Construction Manager or such other designee as may be designated by the Agency. Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work.

It is further agreed that, where there is a conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for work performed under the National Elevators Constructors Agreement and the Joint National Agreement for Instrument Control Systems Technicians, with the exception of Article 2, Section 7, and Articles 7, 9, and 10 of this Agreement, which shall apply to such work.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Construction Manager and any Contractor shall not be liable for any violations of this Agreement by any other Contractor; and the Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE AGENCY

The Agency (or Construction Manager where applicable) shall require in its bid specifications for all Program Work within the scope of Article 3 that all successful bidders, and

2023 DEP HILLVIEW & KENSICO PROJECT LABOR AGREEMENT

their subcontractors of all tiers, become bound by, and signatory to, this Agreement. The Agency (or Construction Manager) shall not be liable for any violation of this Agreement by any Contractor. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Agency in determining which Contractors shall be awarded contracts for Program Work. It is further understood that the Agency has sole discretion at any time to terminate, delay or suspend the Program Work, in whole or part, on any project.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for (or subcontractor of) Program Work who becomes signatory thereto, without regard to whether that successful bidder (or subcontractor) performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder (or subcontractor) are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the sites of Program Work.

SECTION 8. SUBCONTRACTING

Contractors will subcontract Program Work only to a person, firm or corporation who is or agrees to become party to this Agreement.

ARTICLE 3 - SCOPE OF THE AGREEMENT

SECTION 1. WORK COVERED

A. Program Work shall be limited to the Hillview Reservoir Improvement Project and Kensico-Eastview Connection Project (collectively, the “Project”) bid and let by the Agency after the effective date of this Agreement. Subject to the foregoing, and the

2023 DEP HILLVIEW & KENSICO PROJECT LABOR AGREEMENT

exclusions below, such Program Work shall mean the construction work outlined in Exhibit “E” and Exhibit “F”.

B. It is understood that, except where the Agency specifically applies this Agreement to such work in its bid documents, Program Work does not include, and this Agreement shall not apply to, any other work, including:

1. Contracts that are let under a different project labor agreement with one of the Agency, and/or other Agencies and Authorities that have entered into separate PLAs;
2. Contracts let and work performed in connection with projects carried over, recycled from, or performed under bids or rebids relating to work that were bid prior to the effective date of this Agreement;
3. Contracts procured on an emergency basis;
4. Contracts for work on streets and bridges and for the closing or environmental remediation of landfills;
5. Contracts with not-for-profit corporations where the City is not awarding or performing the work performed for that entity;
6. Contracts with governmental entities where the City is not awarding or performing the work performed for that entity;
7. Contracts with electric utilities, gas utilities, telephone companies, and railroads, except that it is understood and agreed that these entities may only install their work to a demarcation point, *e.g.*, the first point of distribution of system service or utility vault, the location of which is determined prior to construction and employees of such entities shall not be used to replace employees performing Program Work pursuant to this Agreement;
8. Contracts for installation of information technology that are not otherwise Program Work; and
9. Up to five percent (5%) of work performed by certified MWBE or DBE

2023 DEP HILLVIEW & KENSICO PROJECT LABOR AGREEMENT
subcontractors where such MWBE or DBE subcontractor is not signatory to any Schedule “A”
agreement (“Exempt Work”). Exempt Work shall be no more than \$500,000 or 15%
(whichever is greater) of the value of the subcontracts for work in any particular union’s
jurisdiction under the prime contract.

SECTION 2. TIME LIMITATIONS

In addition to falling within the scope of Article 3, Section 1, to be covered by this Agreement, Program Work must be (1) advertised and let for bid after the effective date of this Agreement, and (2) let for bid prior to December 31, 2027. It is understood that this Agreement, together with all of its provisions, shall remain in effect for all such Program Work until completion, even if not completed by the expiration date of the Agreement. If Program Work otherwise falling within the scope of Article 3, Section 1 is not let for bid by the expiration date of this Agreement, this Agreement may be extended to that work by mutual agreement of the parties.

SECTION 3. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing Program Work:

A. Superintendents, supervisors (except field surveyors on construction contracts, general and forepersons specifically covered by a craft’s Schedule “A” agreement are included), engineers, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons;

B. Employees of the Agency, New York City, or any other municipal or State agency, authority or entity, or employees of any other public employer, even though working on the project sites while covered Program Work is underway;

2023 DEP HILLVIEW & KENSICO PROJECT LABOR AGREEMENT

C. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery, or involved in deliveries to and from the Program site, except that any employees involved in the delivery to and hauling from the Program site of aggregate supply construction materials, as well as any return hauls, whether empty or loaded and any time spent loading/unloading shall be covered under this Agreement to the extent they are lawfully included in the bargaining unit of a Schedule “A” agreement;

D. Employees of the Construction Manager (except that in the event the Agency engages a Contractor to serve as Construction Manager, then those employees of the Construction Manager performing manual, on-site construction labor will be covered by this Agreement);

E. Employees engaged in on-site equipment warranty work unless employees are already working on the sites and are certified to perform warranty work;

F. Employees engaged in geophysical testing other than boring for core samples;

G. Employees engaged in laboratory, specialty testing, or inspections, pursuant to a professional services agreement between the Agency, or any of the Agency’s other professional consultants, and such laboratory, testing, inspection or surveying firms; and

H. Employees engaged in on-site maintenance of installed equipment or systems which maintenance is awarded as part of a contract that includes Program Work, but which maintenance occurs after installation of such equipment or system and is not directly related to construction services.

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to those parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which do not perform Program Work. It is agreed that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Agency (including in its capacity as Construction Manager) or any Contractor.

2023 DEP HILLVIEW & KENSICO PROJECT LABOR AGREEMENT

The Agreement shall further not apply to any New York City or other municipal or State agency, authority, or entity other than the Agency and nothing contained herein shall be construed to prohibit or restrict the Agency or its employees, or any State, New York City or other municipal or State authority, agency or entity and its employees, from performing on or off-site work related to Program Work.

As the contracts involving Program Work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the Agency (or Construction Manager) for performance under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all employees who are performing on-site Program Work, with respect to that work.

SECTION 2. UNION REFERRAL

A. The Contractors agree to request, employ and hire craft employees, including Program Hires as defined in Article 2, Section 1(H), for Program Work covered by this Agreement through the job referral systems and hiring halls established in the Local Unions' area CBAs set forth in Schedule "A". Notwithstanding this, Contractors shall have sole right to determine the competency of all referrals; to determine the number of employees required; to select employees for layoff (subject to Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments. In the event that a Local Union does not fill any request for qualified employees within a 48-hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified

2023 DEP HILLVIEW & KENSICO PROJECT LABOR AGREEMENT

applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Program Work within its jurisdiction from any source other than referral by the Union. Any employee hired by a Contractor because a Local Union does not fill a request for qualified employees within a 48-hour period (Saturdays, Sundays and holidays excepted) are not covered by this Agreement for purposes of Article 11, Section 2, unless they are or become a member of an affiliated Union.

B. A Contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Program Work (“Core Employees”) and who meet the following qualifications:

- (1) possess any license required by New York State law for the Program Work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction field during the prior 3 years; and
- (3) were on the Contractor’s active payroll for at least 60 out of the 180 calendar days prior to the contract award.

No more than twelve per centum (12%) of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above. Under this provision, name referrals begin with the eighth employee needed and continue on that same basis.

C. Notwithstanding Section 2(B), above, certified MWBE or DBE contractors, that are not signatory to any Schedule “A” CBAs, with subcontracts valued at or under two-million dollars (\$2,000,000) and where the first two or more workers are hired simultaneously, may request by name, and the Local will honor, referral of the first, fourth, sixth, and eighth Core Employee. In any case where the first two or more employees are not hired simultaneously, the certified MWBE’s Core Employees may be the second, fourth, sixth, and eighth Core Employee, who have applied to the Local for Program Work and who meet the following qualifications:

2023 DEP HILLVIEW & KENSICO PROJECT LABOR AGREEMENT

- (1) possess any license required by New York State law for the Program Work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction field during the prior 3 years; and
- (3) were on the Contractor's active payroll for at least 60 out of the 365 calendar days prior to the contract award.

D. Where a certified MWBE or DBE Contractor voluntarily enters into a CBA with a BCTC Union, the employees of such Contractor at the time the CBA is executed shall be allowed to join the Union for the applicable trade subject to satisfying the Union's basic standards of proficiency for admission.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Council represents that each Local Union hiring hall and referral system will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY, FEMALE, LOCAL AND SECTION 3 REFERRALS

In the event a Local Union either fails or is unable to refer qualified minority or female applicants in percentages equaling the workforce participation goals adopted by the City and set forth in the Agency's (or, if applicable, Construction Manager's) bid specifications, within 48 hours of the request for same, the Contractor may employ qualified minority or female applicants from any other available source.

The Local Unions agree to prioritize the referral of Program Hires in accordance with Article 13 and to the extent consistent with the law, rules applicable to the union referral systems

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and joint apprentice programs. Those unions that do not currently provide for zip code preferences in their referral systems will undertake to implement such preferences consistent with this Agreement and their governing documents. Please see Exhibit “C” for a non-exhaustive list of eligible zip codes. Employees from these zip codes that are already on a contractor’s workforce, including Core Employees, and referral of apprentices, in accordance with Article 13, Section 1(A) below, shall count towards the referral goals of this Section.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

SECTION 6. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule “A” CBA, and provided that all craft forepersons shall be experienced and qualified journeypersons in their trade as determined by the appropriate Local Union. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local CBA prohibits a foreperson from working when the craft persons they are leading exceed a specified number.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

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Each Local Union representing on-site employees shall be entitled to designate in writing (copy to Contractor involved and Construction Manager) one representative, and/or the Business Manager, who shall be afforded access to the Program Work site during such time as bargaining unit work is occurring and subject to otherwise applicable DEP policies pertaining to visitors on the site.

SECTION 2. STEWARDS

A. Each affiliated Union shall have the sole discretion to designate any journey person as a Steward and an alternate Steward. The Union shall notify the Owner and/or Construction Manager as well as the Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. All Stewards shall be working Stewards.

B. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's trade and, if applicable, subcontractors of their Contractor, but not with the employees of any other trade Contractor. No Contractor shall discriminate against the Steward in the proper performance of Union duties.

C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule "A" CBA provision providing procedures for the equitable distribution of overtime

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by

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a Schedule "A" provision, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required, except in cases of discipline or discharge for just cause. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to, the right to: direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; require compliance with the directives of the Agency including standard restrictions related to security and access to the site that are equally applicable to Agency employees, guests, or vendors; or the discipline or discharge for just cause of its employees; assign and schedule work; promulgate reasonable Program Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual, as determined by the Contractor, Agency and/or Construction Manager and/or joint working efforts with other employees shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractor's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished (except that all rebar for use in the cast-in place, on-site construction will be cut and bent in accordance with local industry practices), or pre-assembled materials or products, tools, or other labor-saving

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devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source; provided, however, that where there is a Schedule "A" that includes a lawful union standards and practices clauses, then such clause as set forth in Schedule "A" agreements will be complied with, unless there is a lawful Agency specification (or specification issued by a Construction Manager which would be lawful if issued by the Agency directly) that would specifically limit or restrict the Contractor's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices, and which would prevent compliance with such Schedule "A" clause. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is performed off-site for Program Work.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other similar disruptive activity at the Program Work sites for any reason by any Union or employee against any Contractor or employer. There shall be no other Union or concerted employee activity which disrupts or interferes with the operation of the Program Work or the objectives of the Agency at any Program Work sites. In addition, failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to a Program Work site where the failure to cross disrupts or interferes with the operation of Program

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Work is a violation of this Article. Should any employees breach this provision, the Unions will use their best efforts to try to immediately end that breach and return all employees to work. There shall be no lockout at a Program Work site by any signatory Contractor, Agency or Construction Manager.

SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct and order, the Council shall request, and each shall otherwise use their best efforts to cause the employees (and where necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. If the Council complies with these obligations, it shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council. Failure of a Contractor or the Construction Manager to give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity that may be brought).

A. A party invoking this procedure shall notify Arbitrator 1 or Arbitrator 2; who shall alternate (beginning with Arbitrator 1) as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of

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notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and Council. For purposes hereof Arbitrator 1 is identified as Gary Kendellen and Arbitrator 2 is identified as Deborah Gaines.

B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the Construction Manager, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice required by Section 3, above.

C. All notices pursuant to this Article may be provided by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, Construction Manager and Local Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease-and-Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any). The Award shall be issued in writing within 3 hours after the close of the hearing and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

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E. The Agency and Construction Manager (or such other designee of the Agency) may participate in full in all proceedings under this Article.

F. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved, and the Construction Manager.

G. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

H. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

The Program Labor Management Committee (the "LMC") will meet on a regular basis to:

- 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interests; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and 5) review efforts to meet applicable participation goals for MWBEs or DBEs, and workforce participation goals for Program Hires, minority and female employees.

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SECTION 2. COMPOSITION

The LMC shall be jointly chaired by a designee of the Agency and the President of the Council. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. The parties shall mutually designate an MWBE or DBE representative to participate in appropriate Committee discussions. The Committee may conduct business through mutually agreed upon sub-committees. In the event that the Committee includes representatives from the local unions and contractors, the Committee shall consist of an equal number of representatives from the local unions and the contractors.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided, in all cases, that the question, dispute or claim arose during the term of this Agreement. Grievances shall include the City contract number and the Program Work address; such information is posted at work sites if already commenced and is available in the City Record and Notice to Proceed for projects not already commenced.

Local Union grievances as to whether a scope of work is included or excluded from this Agreement shall be submitted to the LMC in the first instance rather than Step 1 below. To be timely, such notice must be given no later than five calendar days after notice from the Agency to the Council has been given if the grievance is challenging a determination by an Agency that the contract is not subject to this Agreement. Compliance with this limit shall operate as a statute of limitations and shall be a condition precedent to arbitration. For other grievances as to contractor and/or subcontractor scope of work issues, notice of such challenges shall be submitted to the LMC within 7 calendar days after the act, occurrence or event giving rise to the grievance. If the scope

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of work grievance is not resolved within 21 days of its submission to the LMC, then the grievance may proceed directly to Step 3 below.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor and the Construction Manager. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Construction Manager (or designee) as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

A Step 2 grievance shall be filed with the Agency, the BCTC, the Contractor, and, if the grievance is against a subcontractor, the subcontractor. The Business Manager or designee of the

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involved Local Union, together with representatives of the involved Contractor and/or a contractor association representative where appropriate, Council, the Construction Manager (or designee), and, if the grievance is against a subcontractor, the subcontractor, shall meet in Step 2 within 7 calendar days of service of the written grievance to arrive at a satisfactory settlement. The BCTC shall schedule the Step 2 meeting.

Step 3:

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants, including the Construction Manager or designee) to the BCTC. In the event the matter is not resolved at Step 2, either Arbitrator 1 or Arbitrator 2, who shall act, alternately (beginning with Arbitrator 1), as the Arbitrator under this procedure, shall be designated at the Step 2 hearing and the BCTC will notify the arbitrator of his designation. After such notification by the BCTC, the local demanding arbitration shall within a reasonable time request the arbitrator to schedule the matter for an arbitration hearing date. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Construction Manager (or designee), involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

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SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award, with the exception of those related to compliance with requirements to pay prevailing wages and supplements in accordance with federal or State law, may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the Construction Manager and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY AGENCY AND/OR CONSTRUCTION MANAGER

The Agency and Construction Manager (or such other designee of the Agency) shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

All jurisdictional disputes on this Project, between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the North America's Building Trades Union Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by North America's Building Trades Unions. the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions.

SECTION 2. ASSIGNMENT

All Program Work assignments shall be made by the Contractor performing the work involved, to unions affiliated with the BCTC and such work assignments will be in accordance with

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the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or
any successor Plan, and local industry practice for such work in the heavy construction industry,
as well as shaft/tunnel work.

SECTION 3. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the Program Work while any
jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until
finally resolved under the applicable procedure of this Article. The award shall be confirmed in
writing to the involved parties. There shall be no strike, work stoppage or interruption in protest
of any such award.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work
performed and paid the hourly wage rates applicable for those classifications as required by the
applicable prevailing wage laws.

SECTION 2. EMPLOYEE BENEFITS

A. The Contractors agree to pay on a timely basis contributions on behalf of all
employees covered by this Agreement to those established jointly trustee employee benefit funds
designated in the applicable CBA in Schedule “A” (in the appropriate Schedule “A” amounts),
provided that such benefits are required to be paid on public works under any applicable prevailing
wage law. Bona fide jointly trustee fringe benefit plans established or negotiated through
collective bargaining during the life of this Agreement may be added if similarly required under
applicable prevailing wage law. Contractors, not otherwise contractually bound to do so, shall not
be required to contribute to benefits, trusts or plans of any kind which are not required by the
prevailing wage law provided, however, that this provision does not relieve Contractors signatory
to local collective bargaining agreement with any affiliated union from complying with the fringe

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benefit requirements for all funds contained in the CBA. Furthermore, employees that may remain unaffiliated with any local union at the completion of their employment under the terms of this Agreement may apply for any distributions to which they may be entitled from the funds in accordance with the applicable rules and governing documents of the unions and the employee benefit funds that they have participated in under the terms of this Agreement.

B. 1. Notwithstanding Section 2 (A) above, and subject to 2 (B)(2) below, Contractors who designate Core Employees pursuant to Article 4, Section 2 (B) and (C) that are not signatory to a Schedule “A” agreement and who maintain bona fide private benefit plans that satisfy the requirements of Section 220 of the New York State Labor Law, may satisfy the above benefit obligation with respect to those employees by providing those employees with coverage under their private benefit plans (to the extent consistent with Section 220). The total benefit payments to be made on behalf of each such employee must be equal to the total Section 220 supplement amount and any shortfall must be paid by cash supplement to the employee.

2. A contractor that will satisfy its Section 220 obligations in accordance with subsection 2(B)(1) above shall make available to the Agency at the time of contract award a complete set of plan documents for each non-Schedule “A” benefit plan into which contributions will be made and/or coverage provided pursuant to the provisions of Section 2(B)(1) above. The Contractor shall also provide certification from a certified public accountant as to the annualized hourly value of such benefits consistent with the requirements of Section 220.

3. The City shall verify that the alternate benefit plan(s), together with any cash supplement to the employee, is compliant with Section 220 prior to awarding the Contractor a contract covered by this Agreement. In the event the Contractor’s alternate benefit plan(s), together with any cash supplement to the employee, is determined to be compliant with Section 220 and will be utilized by the Contractor on behalf of Article 4, Section 2(B) and (C) Core Employees, the Local Unions have no duty to enforce the Contractor’s obligations on the alternate benefit plan(s)

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as they are not party to the alternate plan(s) or privy to the terms and conditions of the plan obligations. In the event the City determines the alternate benefit plan(s), together with any cash supplement to the employee, is not compliant with Section 220, the Contractor may, upon executing a Letter of Assent, satisfy its obligations for all employees, including Core Employees, by contributing to the Schedule “A” benefit plans in accordance with the terms of the Schedule “A” agreements.

C. The Contractors agree to be bound by the written terms of the legally established jointly trustee Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Program Work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments.

D. 1. To the extent consistent with New York City’s Procurement Policy Board Rules with respect to prompt payment, as published at www.nyc.gov/ppb, §4-06(e), and in consideration of the unions’ waiver of their rights to withhold labor from a contractor or subcontractor delinquent in the payment of fringe benefits contributions (“Delinquent Contractor”); the Agency agrees that where any such union and/or fringe benefit fund shall notify the Agency, the General Contractor, and the Delinquent Contractor in writing with back-up documentation that the Delinquent Contractor has failed to make fringe benefit contributions to it as provided herein and the Delinquent Contractor shall fail, within ten (10) calendar days after receipt of such notice, to furnish either proof of such payment or notice that the amount claimed by the union and/or fringe benefit fund is in dispute, the Agency shall withhold from amounts then or thereafter becoming due and payable to the General Contractor an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by the Delinquent Contractor which the union or fringe benefit fund claims to be due it, and shall remit the amount when and so withheld

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to the fringe benefit fund and deduct such payment from the amounts then otherwise due and payable to the General Contractor, which payment shall, as between the General Contractor and the Agency, be deemed a payment by the Agency to the General Contractor; provided however, that in any month, such withholding shall not exceed the amount contained in the General Contractor's monthly invoice for work performed by the Delinquent Contractor. The union or its employee benefit funds shall include in its notification of delinquent payment of fringe benefits only such amount it asserts the Delinquent Contractor failed to pay on the specific project against which the claim is made and the union or its employee benefit funds may not include in such notification any amount such Delinquent Contractor may have failed to pay on any other City or non-City project. For the purpose of providing such notification, the Agency representative to whom such notice is to be provided is the DEP Commissioner.

2. In addition, where a union or employee benefit fund gives notice to the City that a Contractor is delinquent as defined in subsection 2(D)(1) above and the City determines that the notice includes appropriate back-up documentation that the Contractor is delinquent, the City will promptly, but not later than twenty (20) calendar days after receipt of the notice, provide a copy of said notice to City Agencies. In the event the City determines there is insufficient back-up documentation, it will notify the appropriate union and/or fringe benefit fund promptly, but not later than twenty (20) calendar days after receipt of the Delinquency Notice, and shall include notice of what additional documentation is requested. Any determination by the City that there is insufficient back-up must be reasonable. This provision is intended to enhance compliance with the prevailing wage law and this Agreement with respect to the payment of fringe benefits and is not intended as a substitute for the resolution of a disputed claim pursuant to any applicable law or agreement.

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The City and the relevant Agency(s) will thereafter require the Delinquent Contractor to provide cancelled checks or other equivalent proof of payment of benefit contributions that have come due, to be submitted with certified payroll reports for all Program Work covered by this Agreement on which the Delinquent Contractor is engaged, for at least a one-year period or such earlier period if the Contractor is ultimately determined not to be a Delinquent Contractor. Such proof of payment when required is a condition of payment of the Delinquent Contractor's invoices by any entity, including, but not limited to, the City, the relevant Agency(s), Construction Manager, General Contractor, the prime or higher-level subcontractor, as is appropriate under the Delinquent Contractor's engagement. The union and the funds shall upon request receive copies of the certified payrolls, cancelled checks, or other proof of payment from the City and/or the relevant Agency(s).

E. In the event the General Contractor or Delinquent Contractor shall notify the Agency as above provided that the claim of the union or fringe benefit fund is in dispute, the Agency shall withhold from amounts then or thereafter becoming due and payable to the General Contractor an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by the Delinquent Contractor that the union and/or fringe benefit fund claims to be due it, pending resolution of the dispute pursuant to the union's Schedule "A" agreement, and the amount shall be paid to the party or parties ultimately determined to be entitled thereto, or held until the Delinquent Contractor and union or employee benefit fund shall otherwise agree as to the disposition thereof; provided however, that such withholding shall not exceed the amount contained in the General Contractor's monthly invoice for work performed by the Delinquent Contractor. In the event the Agency shall be required to withhold amounts from a General Contractor for the benefit of more than one fringe benefit fund, the amounts so withheld in the manner and amount prescribed above shall be applied to or for such fund in the order in which the written notices of nonpayment have been received by the Agency, and if more than one such notice was received on the same day, proportionately based upon the amount of the union

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and/or fringe benefit fund claims received on such day. Nothing herein contained shall prevent the Agency from commencing an interpleader action to determine entitlement to a disputed payment in accordance with section one thousand six of the civil practice law and rules or any successor provision thereto.

F. Payment to a fringe benefit fund under this provision shall not relieve the General Contractor or Delinquent Contractor from responsibility for the work covered by the payment. Except as otherwise provided, nothing contained herein shall create any obligation on the part of the Agency to pay any union or fringe benefit fund, nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the union/fund and/or fringe benefit and the Agency.

ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORKDAY

A. The standard work week shall consist of 40 hours of work at straight time rates, Monday through Friday, 8 hours per day, plus ½ hour unpaid lunch period.

B. In accordance with project needs, there shall be flexible start times with advance notice from Contractor to the Union. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 5:30 p.m., for an 8-hour day. The Evening Shift shall commence between the hours of 3:00 p.m. and 6:00 p.m., unless different times are necessitated by the Agency's phasing plans on specific projects. The Night Shift shall commence between the hours of 11:00 p.m. and 2:00 a.m., unless different times are necessitated by the Agency's phasing plans on specific projects. Subject to the foregoing, starting and quitting times shall occur at the Program Work site designated by the Contractor.

C. Scheduling - Except as provided above, Monday through Friday is the standard work week; 8 hours of work plus ½ hour unpaid lunch.

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D. Notice - Contractors shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Overtime shall be paid for any work over eight (8) hours in a day and any work over forty (40) hours in a week. Overtime shall be paid at time and one half (1½) Monday through Saturday. All overtime work performed on Sunday and Holidays will be paid pursuant to the applicable Schedule "A". There shall be no stacking or pyramiding of overtime pay under any circumstances. There will be no restriction upon the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who shall be worked, including the use of employees, other than those who have worked the regular or scheduled work week, at straight time rates. The Contractor shall have the right to schedule work so as to minimize overtime or schedule overtime as to some, but not all, of the crafts and whether or not of a continuous nature.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Program Work schedules and existing Program Work conditions including the minimization of interference with the mission of the Agency. It is not necessary to work a day shift in order to schedule a second or third shift, or a second shift in order to schedule a third shift, or to schedule all of the crafts when only certain crafts or employees are needed. Shifts must have prior approval of the Agency or Construction Manager and must be scheduled with not less than five workdays' notice to the Local Union or such lesser notice as may be mutually agreed upon.

B. Second and/or Third Shifts - The second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 11:00 p.m. and 2:00 a.m., subject to different times necessitated by the Agency phasing plans on specific projects. There shall be no reduction in shift

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hour work. With respect to second and third shift work, shift premiums shall be paid where shift premiums are otherwise required by the prevailing wage schedule; all employees, except Laborers, shall be paid that shift differential less 5% (e.g., if the prevailing wage schedule is 15%, the PLA requirement will be 10%). If the prevailing wage schedule does not require shift differential, none is required by the PLA.

To the extent the prevailing wage schedule provides a shift differential, second and third shift work performed by Laborers under the PLA will be paid at 1.35 times the hourly rate for the first 8 hours of work Monday through Friday and at 1.5 times the hourly rate after 8 hours worked Monday through Friday and for work performed on Saturday. Any work on Sundays and Holidays shall be paid at the Labor Law 220 schedule rate.

No other premium or other payments for such work shall be required unless such work is in excess of the employee's regularly scheduled work week. All employees within the same classification performing Program Work will be paid at the same wage rate regardless of the shift or work, subject only to the foregoing provisions.

C. Flexible Starting Times - Shift starting times will be adjusted by the Contractor as necessary to fulfill Program Work requirements subject to the notice requirements of paragraph A.

SECTION 4. HOLIDAYS

A. Schedule - There shall be nine (9) recognized holidays on the project:

New Year's Day	Independence Day	Veterans' Day
Martin Luther King Jr. Day	Labor Day	Thanksgiving Day
Memorial Day	President's Day	Christmas Day

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All said holidays shall be observed on the calendar date except those holidays which occur on Saturday shall be observed on the previous Friday and those that occur on Sunday shall be observed on the following Monday.

B. Payment - Regular holiday pay, if any, for work performed on such a PLA recognized holiday shall be in accordance with the applicable Schedule "A" for work performed on a holiday, even where the PLA holiday differs from the CBA holidays.

C. Exclusivity - No holidays other than those listed in Section 4(A) above shall be recognized or observed.

SECTION 5. MAKE-UP DAYS

When severe weather, power failure, fire or natural disaster or other similar circumstances beyond the control of the Contractor prevent work from being performed on a regularly scheduled weekday, the Contractor may, subject to Agency approval, schedule a Saturday make-up day and such time shall be scheduled and paid as if performed on a weekday. Any other Saturday work shall be paid at time and one-half (1½). The Contractor shall notify the Local Union on the missed day or as soon thereafter as practicable if such a make-up day is to be worked.

SECTION 6. REPORTING PAY

A. Employees who report to the work location pursuant to their regular schedule and who are not provided with work shall be paid two hours reporting pay at straight time rates. An employee whose work is terminated early by a Contractor due to severe weather, power failure, fire or natural disaster or for similar circumstances beyond the Contractor's control, shall receive pay only for such time as is actually worked. In other instances, in which an employee's work is terminated early (unless provided otherwise elsewhere in this Agreement), the employee shall be paid for their full shift. Contractors shall not be permitted to call, text or email or voicemail employees in advance of their regularly scheduled shift starting time to avoid reporting pay. Notwithstanding the above, in the event that the National Weather Service issues a weather

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advisory for the area in which the work location is situated, and the entire project is shut down as a result of the Weather Advisory, the Contractor shall be permitted to speak to employees no less than four (4) hours in advance of their shift starting time, unless the Local Union consents to a shorter notice in writing, to advise them not to report to work due to the National Weather Service advisory, and employees who are so notified shall not receive two (2) hours reporting pay if they report to the work location. The Contractor shall make every effort to notify each employee directly and confirm that notification has been received. Voice, text, and email messages left for employees without confirmation of delivery and receipt by employee do not constitute sufficient notice under this provision.

B. When an employee, who has completed their scheduled shift and left the Program Work site, is “called out” to perform special work of a casual, incidental or irregular nature, the employee shall receive overtime pay at the rate of time and one-half of the employee’s straight time rate for hours actually worked

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor’s invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special premium payments or reduction in shift hours of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Schedule “A” requires a full weeks’ pay for forepersons, a lead engineer, a working teamster foreman, or a laborer steward.

SECTION 7. PAYMENT OF WAGES

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A. Termination - Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 8. EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Program Work. In such instances, employees will be paid for actual time worked, except that when a Contractor requests that employees remain at the job site available for work, employees will be paid for that time at their hourly rate of pay.

SECTION 9. INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than a full day's pay in accordance with the employee's regularly scheduled workday under Article 12, Section (1)(A). Further, the employee shall be rehired at such time as able to return to duties provided there is still Program Work available for which the employee is qualified and able to perform.

SECTION 10. TIME KEEPING

A Contractor may utilize systems to check employees in and out. Each employee must check in and out and sign a daily sign-in sheet, or other attendance methodology approved in writing by the Agency. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 11. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2-hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts, or which provides for staggered lunch periods within a craft or trade. If an employee is required to work

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through the meal period, the employee shall be compensated in a manner established in the applicable Schedule “A”.

SECTION 12. BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee’s work location.

SECTION 13. MULTIPLE CONTRACTS AT SAME SITE

When a Contractor performs Program Work under more than one contract at the same site (e.g., a Wastewater Resource Recovery Facility), the Contractor may direct an employee to perform work at that site under more than one contract, including performing work under more than one contract during the same shift.

ARTICLE 13 - APPRENTICES AND WORKFORCE DEVELOPMENT

SECTION 1. APPRENTICE RATIOS AND REFERRALS

A. Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications in the maximum ratio permitted by the New York State Department of Labor (“NYSDOL”) or the maximum allowed per trade. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule “A” agreement. The parties encourage, as an appropriate source of apprentice recruitment consistent with the rules and operations of the affiliated unions’ apprentice-programs, the use of the Edward J. Malloy Initiative for Construction Skills, Non-Traditional Employment for Women, New York Helmets to Hardhats, and Pathways

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to Apprenticeship (P2A). Should a Contractor request that apprentices be provided for Program Work, the referring Local Union shall comply with that request so long as it is consistent with the maximum ratios permitted by NYSDOL.

SECTION 2. WORKFORCE DEVELOPMENT

A. The parties to this Agreement recognize the mutual interest in increasing training and career opportunities for Program Hires. The parties are committed to (i) increasing opportunities for Program Hires in these zip codes in pre-apprenticeship and NYSDOL-certified apprenticeship programs, (ii) using the work opportunities provided by this Agreement to increase the career opportunities for qualified Program Hires, and (iii) to assure the continued availability of a skilled and qualified, readily available construction workforce for this program and future work.

B. Specifically, the parties have established an initiative entitled HireNY Construction Careers, which is an initiative to advance career opportunities for Program Hires on this Project.

C. The HireNY Construction Careers initiative will work with the Mayor's Office of Talent and Workforce Development ("NYC Talent") and its Workforce1 Centers to recruit Program Hires interested in employment in the construction industry.

D. HireNY Construction Careers intends to capitalize on the work opportunities presented by this Agreement to create a pathway to career opportunities in the construction workforce. To this end the HireNY Construction Careers initiative includes a workforce goal of at least 30% of all hours worked under this Agreement, including by subcontractors pursuant to Article 3, Section 1(B)(9), to be worked by workers residing within the specified zip codes or NYCHA housing. In order to encourage recruitment of new workers, HireNY Construction Careers has established a goal that at least 30% of all of those hours are to be worked by apprentices from those zip codes or NYCHA housing.

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E. The Contractors and Unions agree to cooperate and participate in the implementation of HireNY Construction Careers to assist Program Hires with educational and training opportunities related to access to pre-apprenticeship, apprenticeship, and project work as set forth in this Agreement.

F. Reporting Requirements:

- i. The Contractors shall report the residence zip code information on all certified payroll reports.
- ii. The Local Unions, their referral systems, the affiliated pre-apprentice programs, and Contractors shall cooperate with any protocol developed for monitoring the HireNY Construction Careers initiative.
- iii. The Local Unions shall provide to the City and Construction Manager, upon request, copies of the following reports when such reports are submitted to NYSDOL: *Apprentice Training Recruitment Notification and Minimum Qualifications (AT 505)*, *Apprentice Training Program Affirmative Action Plan (AT 603)*, *Apprenticeship Agreement (AT 401)*, or such alternate reporting system as the parties may negotiate during the term of this Agreement.

G. The City and BCTC agree that no less than annually, the LMC shall review the implementation of HireNY Construction Careers, as well as Program Hire opportunities afforded as a result of the initiative. The City and BCTC will collaborate to develop monitoring protocol for the purpose of measuring the success of HireNY Construction Careers. The City and BCTC may, on mutual consent, modify the goals, procedures and protocols, as necessary to afford continued opportunity to Program Hires.

H. To facilitate the commitments set forth in this Agreement, each Local Union shall designate a HireNY Construction Careers lead representative to work in partnership with City and the Construction Manager to implement these workforce and apprenticeship provisions

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within the union and across City construction contracts.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and safety requirements are at all times maintained on the Program Work site and the employees and Unions agree to cooperate fully with these efforts to the extent consistent with their rights and obligations under the law. Employees will cooperate with employer safety policies and will perform their work at all times in a safe manner and protect themselves and the property of the Contractor and Agency from injury or harm, to the extent consistent with their rights and obligations under the law. Failure to do so will be grounds for discipline, including discharge. The Construction Manager and/or Contractor may adopt, and the Unions shall agree to, the Drug and Alcohol Testing Policy attached as Schedule “B”.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the Construction Manager for Program Work. Such rules will be published and posted in conspicuous places throughout the Program Work sites. Any site security and access policies established by the Construction Manager or General Contractor intended for specific application to the construction workforce for Program Work and that are not established pursuant to an Agency directive shall be implemented only after notice to the BCTC and its affiliates and an opportunity for negotiation and resolution by the Labor Management Committee.

SECTION 3. INSPECTIONS

The Contractors and Construction Manager retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 - TEMPORARY SERVICES

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SECTION 1.

Temporary services, i.e. all temporary heat, climate control, water, power and light, shall only be required upon the determination of the Agency or Construction Manager, and when used shall be staffed and assigned to the appropriate trade(s) with jurisdiction. Temporary services shall be provided by the appropriate Contractors' existing employees during working hours in which a shift is scheduled for employees of the Contractor. The Agency or Construction Manager may determine the need for temporary services requirements during non-working hours, and when used shall be staffed and assigned to the appropriate trades(s), and which may be limited to one person per applicable trade where practicable. There shall be no stacking of trades on temporary services, provided this does not constitute a waiver of primary trade jurisdiction. In the event a temporary system component is claimed by multiple trades, the matter shall be resolved through the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

ARTICLE 16 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of creed, race, color, religion, sex, sexual orientation, national origin, marital status, citizenship status, disability, gender identity, age or any other status provided by law, in any manner prohibited by law or regulation.

SECTION 2. LANGUAGE OF AGREEMENT

Any words signifying any gender shall be interpreted to mean any or all gender identities.

ARTICLE 17 - GENERAL TERMS

SECTION 1. PROJECT RULES

A. The Construction Manager and the Contractors shall establish such reasonable Program Work rules that are not inconsistent with this Agreement or rules common in the industry

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and are reasonably related to the nature of work. These rules will be explained at the pre-job conference and posted at the Program Work sites and may be amended thereafter as necessary. Notice of amendments will be provided to the appropriate Local Union. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

B. The parties adopt and incorporate the BCTC's Standards of Excellence as annexed hereto as Exhibit "B".

SECTION 2. TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

SECTION 5. FULL WORKDAY

Employees shall be at their work area at the starting time established by the Contractor, provided they are provided access to the work area. The signatories reaffirm their policy of a fair day's work for a fair day's wage. On-site parking is anticipated to be available; however, if the site constraints are such that off-site parking is required, the Contractor shall provide shuttling to and from the work site.

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SECTION 6. COOPERATION AND WAIVER

The Construction Manager, Contractors and the Unions will cooperate in seeking any NYSDOL, or any other government, approvals that may be needed for implementation of any terms of this Agreement. In addition, the Council, on their own behalf and on behalf of its participating affiliated Local Unions and their individual members, intend the provisions of this Agreement to control to the greatest extent permitted by law, notwithstanding contrary provisions of any applicable prevailing wage, or other, law and intend this Agreement to constitute a waiver of any such prevailing wage, or other, law to the greatest extent permissible only for work within the scope of this Agreement, including specifically, but not limited to those provisions relating to shift, night, and similar differentials and premiums. This Agreement does not, however, constitute a waiver or modification of the prevailing wage schedules applicable to work not covered by this Agreement.

ARTICLE 18 - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or if such application may cause the loss of project funding or any New York State Labor Law exemption for all or any part of the Program Work, the provision or provisions involved (and/or its application to particular Program Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law (and to the extent no funding or exemption is lost), unless the part or parts so found to be in violation of law or to cause such loss are wholly inseparable from the remaining portions of the Agreement and/or are material to the purposes of the Agreement. In the event a court of competent jurisdiction finds any portion of the Agreement to trigger the foregoing, the parties will immediately enter into negotiations concerning the substance affected by such

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decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the Agency's (or Construction Manager's) bid specifications, or other action, requiring that a successful bidder (and subcontractor) become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or may cause the loss of project funding or any New York State Labor Law exemption for all or any part of the Program Work, such requirement (and/or its application to particular Program Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the Agreement shall remain in full force and effect to the extent allowed by law and to the extent no funding or exemption is lost. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction only where the Agency and Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court or other action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Agency, the Construction Manager, any Contractor, nor any Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order or injunction, other determination, or in order to maintain funding or a New York State Labor Law exemption for Program Work. Bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

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Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

ARTICLE 19 - FUTURE CHANGES IN SCHEDULE "A" AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. Schedule "A" to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area CBAs that are the basis for the Schedule "A" notify the Agency and Construction Manager in writing by providing a copy of the updated CBA(s) incorporating the changes agreed to in that Area CBA which are applicable to work covered by this Agreement and their effective dates.

B. It is agreed that any provisions negotiated into Schedule "A" CBAs will not apply to work under this Agreement if such provisions are less favorable to those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on Program Work if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedule "A" of provisions agreed upon in the renegotiation of Area CBAs shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

**SECTION 2. LABOR DISPUTES DURING AREA
CONTRACT NEGOTIATIONS**

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Program Work by any Local Union involved in the renegotiation of Area Local CBAs nor shall there be any lock-out on such Program Work affecting a Local Union during the course of such renegotiations.

ARTICLE 20 - WORKERS' COMPENSATION ADR

SECTION 1.

An Alternative Dispute Resolution ("ADR") program may be negotiated and participation in the ADR program will be optional by trade.

ARTICLE 21 - HELMETS TO HARDHATS

SECTION 1.

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the New York City Helmets to Hardhats Program ("H2H") to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

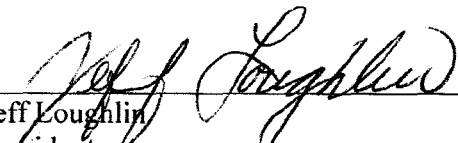
SECTION 2.


The Unions and Contractors agree to coordinate with H2H to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for this project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

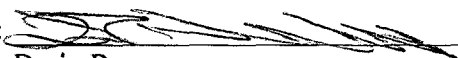
2023 DEP HILLVIEW & KENSICO PROJECT LABOR AGREEMENT

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and
effective as of the 1st day of September, 2023 .

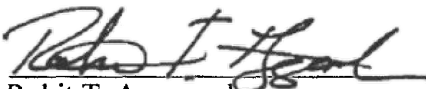
FOR BUILDING AND CONSTRUCTION TRADES COUNCIL
OF WESTCHESTER & PUTNAM COUNTIES, NEW YORK, AFL-CIO

BY: 
Jeff Loughlin
President

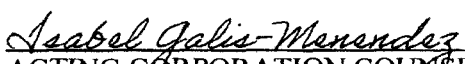
BY: 
Edward Cooke
Vice President

BY: 
Dario Boccarossa
Treasurer

FOR NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: 
Rohit T. Aggarwala
Commissioner

APPROVED AS TO FORM:

 *KF*
ACTING CORPORATION COUNSEL
NEW YORK CITY
Date: 7/25/2023

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Schedule “A” - CBA List

1. Local One International Union of Elevator Constructors of New York and New Jersey, AFL-CIO
2. International Brotherhood of Electrical Workers Local No. 3
3. Boilermakers Local 5
4. Bricklayers and Allied Craft Workers Local Union 5
5. Tile, Marble & Terrazzo Bricklayers and Allied Craftsmen Local Union No. 7 of New York & New Jersey
6. United Union of Roofers, Waterproofers and Allied Workers Local No. 8, New York
7. District Council 9 International Brotherhood of Painters and Allied Trades, AFL-CIO
8. International Union of Operating Engineers Local 15D
9. Plumbers & Steamfitters Local 21
10. International Union of Operating Engineers Local 30
11. Sheet Metal Workers 'Local Union 38
12. Local Union No. 40 of the International Association of Bridge, Structural and Ornamental Iron Workers
13. Metallic Lathers Union Local 46
14. Heavy Construction Laborers Local 60
15. Asbestos Workers Local 91 (International Association of Heat and Frost Insulators and Asbestos Workers)
16. International Union of Operating Engineers Local 137
17. Stone Derrickmen and Riggers Local Union No. 197
18. Laborers International Union of North America, Local No. 235
19. Operative Plasterers 'and Cement Masons 'International Association Local 262
20. North Atlantic States Regional Council of Carpenters - Local 279
21. International Brotherhood of Electrical Workers Local Union 363
22. Teamsters Local 456
23. Ornamental Ironworkers Local Union No. 580
24. Road Sprinkler Fitters Local 669
25. NYCDCC Millwright and Machinery Erectors Local Union No. 740
26. United Cement Masons 'Union of Greater New York and Long Island Local 780
27. Bridge Painters Local 806
28. Teamsters Local 813
29. Teamsters Local 814
30. Glaziers Local 1087
31. NYCDCC Dockbuilders Local Union 1556
32. NYCDCC Resilient Floor Coverers Local 2287
33. Iron Workers District Council of Greater New York and Vicinity

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Exhibit “A” - Project Labor Agreement - Letter of Assent

Dear: _____

The undersigned party confirms that it agrees to be a party to and be bound by the New York Agency, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as the 2022 Department of Environmental Protection Hillview Reservoir Improvements Project and Kensico-Eastview Connection Project Labor Agreement and located at _____ (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto:
- (2) Agrees to be bound by the legally established collective bargaining agreements; local trust agreements for employee benefit funds; and trust documents for joint apprentice programs as well as apprentice program rules and procedures but only to the extent of Program Work and as required by the PLA.
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor but only to the extent of Program Work as required by the PLA.
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it has engaged or may engage to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.

Provide description of the Work, identify craft jurisdiction(s) and all contract numbers below:

Local Union: _____

Description of Work: _____

Contract Number(s): _____

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Dated: _____

(Name of Contractor or subcontractor)

(Name of CM; GC; Contractor or
Higher Level Subcontractor)

(Authorized Officer & Title)

(Address)

(Signature)

(Phone) (Fax)

Contractor's State License

Sworn to before me this
____ day of _____,

Notary Public

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**Exhibit “B” - WESTCHESTER AND PUTNAM COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL STANDARDS OF EXCELLENCE**

The purpose of this Standard of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction employers and users in Westchester and Putnam County. It is the commitment of every affiliated local union to use our training and skills to produce the highest quality work and to exercise safe and productive work practices.

The rank-and-file members represented by the affiliated local unions acknowledge and adopt the following standards:

- *Provide a full day’s work for a full days pay;*
- *Safely work towards the timely completion of the job;*
- *Arrive to work on time and work until the contractual quitting time;*
- *Adhere to contractual lunch and break times;*
- *Promote a drug and alcohol free work site;*
- *Work in accordance with all applicable safety rules and procedures;*
- *Allow union representatives to handle job site disputes and grievances without resort to slowdowns, or unlawful job disruptions;*
- *Respect management directives that are safe, reasonable and legitimate;*
- *Respect the rights of co-workers;*
- *Respect the property rights of the owner, management and contractors.*

The Unions affiliated with the Westchester and Putnam County Building and Construction Trades Council will expect the signatory contractors to safely and efficiently manage their jobs and the unions see this as a corresponding obligation of the contractors under this Standard of Excellence. The affiliated unions will expect the following from its signatory contractors:

- *Management adherence to the collective bargaining agreements;*
- *Communication and cooperation with the trade foremen and stewards;*
- *Efficient, safe and sanitary management of the job site;*
- *Efficient job scheduling to mitigate and minimize unproductive time;*
- *Efficient and adequate staffing by properly trained employees by trade;*
- *Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;*
- *Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner*
- *Promote job site dispute resolution and leadership skills to mitigate such disputes;*
- *Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.*

The affiliated unions and the contractors signatory to this Agreement shall ensure that both the rank and file members and the management staff shall be properly trained in the obligations undertaken in the Standard of Excellence.

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Exhibit “C” - HireNY Construction Careers Zip Code List

Non-exhaustive list of zip codes where at least 15% of the individuals are below the federal poverty rate	
<i>(Zip codes within ~50-mile radius of each project site)</i>	
Kensico Eastview Connection (KEC)	Hillview Reservoir Improvements (HRI)
12428	10933
12594	11693
12585	12589
10933	11214
11693	11224
12589	10304
11214	11691
11224	11368
10304	11550
11691	11692
11368	12771
11550	11354
11692	11430
12522	10301
12771	07114
11354	07403
11430	07060
10301	07105
07114	08861
07403	07306
07060	07734
07105	06604
08861	07087

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07306	07055
07734	07501
06515	06901
06604	06605
06706	06606
07087	06607
07055	06608
07501	06610
06513	07017
06708	07018
06510	07112
06511	07505
06519	07201
06901	07513
06605	07514
06606	07522
06607	07524

Non-exhaustive list of zip codes where at least 15% of the individuals are below the federal poverty rate	
<i>(Zip codes within ~50-mile radius of each project site)</i>	
Kensico Eastview Connection (KEC)	Hillview Reservoir Improvements (HRI)
06608	07206
06610	07029
07017	07608
07018	07304
07112	07305
07505	07103
07201	07093
07513	07102
07514	07050
07522	07104
07524	07106
07206	07107
07029	07723
07608	07703
07304	10550
07305	07063
07103	07108
07093	07502
07102	07503
07050	07504
07104	07111
07106	07939
07107	07740

10550	10303
07063	10463
07108	10537
07502	10545
07503	10466
07504	10009
07111	10467
07939	10468
10303	10469
10463	10310
10537	10026
10545	10027
10466	10451
10009	10452
10467	10472
10468	10029
10469	10030
10310	10453

Non-exhaustive list of zip codes where at least 15% of the individuals are below the federal poverty rate	
<i>(Zip codes within ~50-mile radius of each project site)</i>	
Kensico Eastview Connection (KEC)	Hillview Reservoir Improvements (HRI)
10026	10454
10027	10473
10451	10474
10452	10031
10472	10032
10029	10455
10030	10456
10453	10033
10454	10034
10473	10457
10474	10458
10031	08832
10032	10035
10455	10037
10456	10459
10033	10460
10034	10038
10457	10039
10458	10040
08832	10069
10035	08901
10037	10462
10459	10701

10460	10002
10038	11232
10039	11096
10040	10601
10069	11211
10462	11233
10701	10801
10002	11212
11232	10922
11096	10993
10601	10932
11211	11213
11233	11102
10801	10931
11212	11218
10922	11237
10993	10950
10932	10952

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Non-exhaustive list of zip codes where at least 15% of the individuals are below the federal poverty rate	
<i>(Zip codes within ~50-mile radius of each project site)</i>	
Kensico Eastview Connection (KEC)	Hillview Reservoir Improvements (HRI)
11213	11219
11102	11239
10931	10977
11218	11220
11237	11355
10950	11204
10952	11221
11219	11205
11239	11206
10977	11207
11220	11208
11355	11223
11204	11225
11221	11235
11205	11226
11206	11230
11207	12601
11208	
11223	
11225	
11235	
11226	

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11230	
12561	
12592	
12729	
12601	

Data Source: 2020 American Community Survey 5-year estimates

Exhibit “D” – Hillview Consent Decree

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Civil Action No. :

CONSENT DECREE AND JUDGMENT

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Glossary of Acronyms

Acronym	Term
BODR	Basis of Design Report
CFR	Code of Federal Regulations
CGA Plan	Revised <i>Cryptosporidium</i> and <i>Giardia</i> Action Plan
CDUV	Eastview Ultraviolet Facility
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
EPA AOC	EPA Administrative Order on Consent SDWA-02-2010-8027
HRI	Hillview Reservoir Improvements
KEC	Kensico-Eastview Connection Project
LT2 Rule	Long Term 2 Enhanced Surface Water Treatment Rule
NYCDEP	New York City Department of Environmental Protection
NYCRR	New York Codes, Rules and Regulations
NYSDOH	New York State Department of Health
NTP	Notice to Proceed
PCA	Catskill Aqueduct Pressurization Project
RWBT Repair	Rondout West Branch Tunnel Repair
SDWA	Safe Drinking Water Act
U.S.C.	United States Code

WHEREAS, Plaintiff United States of America ("United States"), on behalf of the United States Environmental Protection Agency ("EPA"), filed a complaint in this action concurrently with this Consent Decree and Judgment ("Consent Judgment") by authority of Section 1414(b) of the Safe Drinking Water Act, 42 U.S.C. § 300g-3(b), ("the SDWA" or "the Act") for continuing violations of the SDWA and the Long Term 2 Enhanced Surface Water Treatment Rule ("LT2 Rule"), 40 C.F.R. § 141, Subpart W, an applicable requirement of the SDWA, as a result of the failure of Defendants, the City of New York and the New York City Department of Environmental Protection (collectively "the City"), to cover the Hillview Reservoir, a finished water storage facility, in accordance with the provisions of 40 C.F.R. § 141.714; and

WHEREAS, Plaintiff-Intervenor the State of New York, by and through the New York State Department of Health ("State"), filed a Complaint-in-Intervention in this action for violations of the New York State Department of Health's ("NYSDOH") Administrative Order AT 940772-CO. The Order was issued on February 22, 2008 pursuant to provisions of the State Sanitary Code, 10 NYCRR Part 5, which was promulgated under Section 225 of the New York Public Health Law. The Order required the City, inter alia, to cover the Hillview Reservoir and to implement various operational changes at the Reservoir; and

WHEREAS, the LT2 Rule is intended to protect public health from illness due to *Cryptosporidium* and other microbial pathogens in drinking water by requiring that uncovered finished water storage facilities must either be covered or the discharge from any uncovered finished water storage facility must be treated; and

WHEREAS, the City has stated that it is not feasible to treat the discharge from the Hillview Reservoir and therefore, pursuant to the LT2 Rule, the City is required to cover the Hillview Reservoir; and

WHEREAS, on May 24, 2010, the City consented to EPA's issuance of EPA Administrative Order on Consent SDWA-02-2010-8027 ("EPA AOC"), in which the City agreed to construct the Hillview Cover, including Site Preparation, the East Basin Cover, and the West Basin Cover, between January 31, 2017, and May 31, 2028 ("AOC Schedule"); and

WHEREAS, on September 22, 2010, the AOC Schedule dates for completion of the Hillview Cover were incorporated into the NYSDOH Administrative Order AT 940772-CO; and

WHEREAS, on October 7, 2010, the City requested a postponement of the schedule for completion of the Hillview Cover in the AOC Schedule in order to complete the Rondout West Branch Tunnel Repair ("RWBT Repair") and the Catskill Aqueduct Pressurization Project ("PCA") prior to construction of the Hillview Cover; and

WHEREAS, in March 2011, the City requested that EPA, as part of its 6 year review of regulations promulgated under the SDWA, consider amending the LT2 Rule to authorize water supplies to implement a state approved risk management plan to protect uncovered finished water storage reservoirs; and

WHEREAS, in December 2016, EPA concluded that no regulatory revisions to the uncovered finished water reservoir requirements of the LT2 Rule were warranted; and

WHEREAS, in the period between 2010 and 2016, the City commenced the RWBT Repair, and replaced the previously planned PCA with the Kensico-Eastview Connection Project ("KEC") and commenced planning for the KEC; and

WHEREAS, the City represents that to ensure the reliable delivery of water to City consumers and the City's ability to meet water demand throughout the year, both the KEC and the Hillview Reservoir Improvements must be completed before construction of the Hillview Cover starts; and

WHEREAS, the City represents that the KEC will increase the flow from the Kensico Reservoir to the City's Eastview Ultraviolet ("UV") Facility and reduce hydraulic losses, and that these changes will greatly improve the ability to maintain Hillview Reservoir water surface levels within the normal operating band during single-basin operation at Hillview Reservoir; and

WHEREAS, the City represents that the Hillview Reservoir Improvements will improve existing equipment and processes, some of which have been in operation for more than 100 years, that are necessary for single-basin operation at Hillview Reservoir; and

WHEREAS, the City did not meet a regulatory State-approved schedule for the Hillview Cover contemplated in 40 C.F.R. § 141.714(c) and failed to comply with the AOC Schedule; and

WHEREAS, the schedule set forth in this Consent Judgment for construction of the Hillview Cover is a judicial enforcement schedule; and

WHEREAS, the Parties recognize, and the Court by entering this Consent Judgment finds, that this Consent Judgment has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Consent Judgment is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law, and with the consent of the Parties,

IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 1414(b) of the Act, 42 U.S.C. § 300g-3(b), and over the Parties. This Court has supplemental jurisdiction over the State's Complaint-in-Intervention pursuant to 28 U.S.C. § 1367. Venue lies in this District pursuant to 28 U.S.C. §§ 1391(b) and 1395(a), because the Defendants reside in and are found in this judicial district. For purposes of this Consent Judgment, or any action to enforce this Consent Judgment, the City consents to the Court's jurisdiction over this Consent Judgment and any such action and over the City and consents to venue in this judicial district.

2. Solely for purposes of this action and Consent Judgment, the Defendants agree that the Complaint states claims upon which relief may be granted pursuant to Section 1414(b) of the Act and the Complaint-in-Intervention states claims upon which relief may be granted pursuant to New York Public Health Law § 225 and 10 NYCRR Part 5.

II. APPLICABILITY

3. The obligations of this Consent Judgment apply to and are binding upon the United States and the State, and upon the City and any successors, assigns, or other entities or persons otherwise bound by law.

4. No transfer of ownership or operation of the KEC, the Catskill Aqueduct or the Hillview Reservoir, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve the City of its obligation to ensure that the terms of the Consent Judgment are implemented. At least 30 Days prior to such transfer, the City shall provide a copy of this Consent Judgment to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA Region 2, the United States Attorney

for the Eastern District of New York, the United States Department of Justice, and the State, in accordance with Section XV of this Judgment (Notices). Any attempt to transfer ownership or operation of the Hillview Reservoir without complying with this Paragraph constitutes a violation of this Consent Judgment.

5. The City shall provide a copy of this Consent Judgment to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Consent Judgment, as well as to any contractor retained to perform work required under this Consent Judgment. The City shall include in any such contract entered into after the Effective Date terms and schedules consistent with this Consent Judgment.

6. In any action to enforce this Consent Judgment, the City shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Judgment.

III. OBJECTIVES

7. The express purpose of the Parties in entering this Consent Judgment is to ensure compliance with the SDWA, the LT2 Rule, the New York Public Health Law, and the New York Sanitary Code by constructing the Hillview Cover.

IV. DEFINITIONS

8. Terms used in this Consent Judgment that are defined in the Act or in regulations promulgated pursuant to the Act shall have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Consent Judgment.

9. Whenever the terms set forth below are used in this Consent Judgment, the following definitions shall apply:

- a. “Basis of Design Report” or “BODR” shall mean a planning report that documents the major design criteria and includes recommended project elements, planning level drawings, preliminary schedules, and cost estimates.
- b. “CGA Plan” shall mean the Revised *Cryptosporidium* and *Giardia* Action Plan prepared by the New York City Department of Environmental Protection (“NYCDEP”) that describes actions to be taken by, and consultations among, NYCDEP, NYSDOH, the New York City Department of Health and Mental Hygiene and EPA in response to elevated levels of *Cryptosporidium* and/or *Giardia* at the Hillview Reservoir effluent location (Site 3). A current copy of the Hillview CGA Plan is attached as Appendix A.
- c. The “City” shall mean the City of New York and the New York City Department of Environmental Protection.
- d. “Commence Full Operation” shall mean, when used in reference to construction projects required under this Consent Judgment, the placement of the facility constructed or repaired into operation after the construction project or specified part thereof, is completed, and after Start-Up and Testing has been fully performed, such that the facility or specified part thereof is capable of being consistently and reliably used to accomplish the purposes for which it was intended and fully complies with applicable regulations and the completed works approval has been obtained from NYSDOH, and all required permits necessary to commence operation of the facility have been received.
- e. “Complaint” shall mean the complaint filed by the United States in this action.

f. “Complaint-in-Intervention” shall mean the complaint-in-intervention filed by the State of New York in this action.

g. “Complete Construction” shall mean the completion of construction work to a degree that functional use of the facility is achieved.

h. “Consent Judgment” or “Judgment” shall mean this Consent Judgment and all appendices attached hereto.

i. “Day” shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Judgment, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day.

j. “Documents” shall be defined in accordance with Local Civil Rule 26.3 of the Local Rules of the United States District Courts for the Southern and Eastern Districts of New York.

k. “Eastview UV Facility,” or “CDUV,” shall mean the facility located at 10 Walker Road, Mount Pleasant, New York 10595.

l. “Environmental Impact Statement” or “EIS” shall mean the document(s) required to be prepared pursuant to the State Environmental Quality Review Act, New York State Environmental Conservation Law Article 8, Section 8-0109.

m. “EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.

n. “Effective Date” shall have the definition provided in Section XVI.

o. “Facility(ies)” shall mean any building(s) or other structure(s) built or installed by the City for a specific function or owned or operated by the City.

p. “Facility Planning” shall mean identification of the project needs and goals, evaluation of alternative approaches, and development of an implementation plan for the selected alternative, including conceptual drawings, schedules, and cost estimates.

q. “Final Design” shall mean an engineer’s plans and specifications developed in conformance with Recommended Standards for Water Works, 2012 Edition, including any variances and/or exceptions approved by NYSDOH. The Final Design shall be at the level of detail suitable for approval by NYSDOH and for incorporation or reference in construction contract procurement documents.

r. “Gate Operation System” shall mean the motors and other ancillary equipment that operate the mechanical sluice gates at the uptake and downtake chambers at Hillview Reservoir.

s. “Hillview Cover” shall mean the cover to be constructed in order to achieve compliance with the LT2 Rule, 40 C.F.R. §141.714, for the Hillview Reservoir. It is anticipated that the Hillview Cover will be constructed in phases, referred to herein as Hillview Cover – Site Preparation (or “Site Preparation”), Hillview Cover – East Basin (or “East Basin Cover”), and Hillview Cover – West Basin (or “West Basin Cover”).

t. “Hillview Reservoir Improvements Project” or “Hillview Reservoir Improvements” (“HRI”) shall mean projects at the Hillview Reservoir that the City represents are necessary prior to commencement of construction of the Hillview Cover, including Hillview chemical addition facilities and Hillview facility and flow control improvements, which will (i) improve uptake and downtake chemical storage and provide flow-paced chemical feed systems, (ii) replace sluice gates and operators which control incoming and outgoing flow and replace other mechanical flow-control equipment, (iii) make structural/architectural/electrical improvements to existing infrastructure to

allow the facility to continue operating safely and reliably, (iv) construct a new hydraulic interconnection between Hillview Reservoir and City Tunnels No. 2 and 3, and (v) maintain appropriate flow monitoring and chemical dosage control.

u. “Kensico-Eastview Connection Project” (“KEC”) shall mean the project that will provide a new connection between the Kensico Reservoir and the Eastview UV Facility to increase flow and reduce hydraulic losses. For purposes of this Consent Judgment, this project will include the following components: Upper Effluent Chamber (“UEC”) modifications at the Kensico Reservoir, a new screen chamber adjacent to the Kensico Reservoir (“Screen Chamber”), a downtake shaft (from the screen chamber to the KEC downtake) (“Downtake Shaft”), a new conveyance tunnel between the Kensico Reservoir and the Eastview UV Facility (“Deep Rock Tunnel”), an uptake shaft (at Eastview) (“Uptake Shaft”), and an Eastview connection chamber to tie the tunnel into the Eastview UV Facility (“CDUV Connection”).

v. “LT2 Rule” shall mean the requirements set forth in 40 C.F.R. § 141, Subpart W, an applicable requirement of the Act.

w. “Notice to Proceed” shall mean the notification by the City to a contractor authorizing the contractor to commence work under the specific contract(s) for the construction or implementation of the project.

x. “NYSDOH” shall mean the New York State Department of Health.

y. “Paragraph” shall mean a portion of this Consent Judgment identified by an arabic numeral.

z. “Parties” shall mean the United States, the State (as defined in paragraph ee below), and the City.

aa. “Preliminary Design” shall mean documents, including drawings, developed by the City, which serve as the basis for plans and specifications for the final design and construction contracts for each of the three construction projects: the KEC, the Hillview Reservoir Improvements Project, and the Hillview Cover. The preliminary designs shall include drawings and criteria that define general and spatial allowances for architectural, structural, mechanical, heating, ventilating, plumbing, electrical and other appurtenances. The preliminary design shall include a proposed construction plan setting forth at a minimum the number and scope of phases of construction contracts and their interrelationships and a proposed preliminary construction schedule.

bb. “Section” shall mean a portion of this Consent Judgment identified by a roman numeral.

cc. “Site Preparation” shall mean the first construction contract(s) or phase(s) as described in the Preliminary Design for the KEC, the Hillview Reservoir Improvements Project and the Hillview Cover. Site Preparation shall include provision of temporary construction management facilities (such as trailers, offices, fencing and site security); construction of temporary service and access roads; site clearing and grubbing; demolition and removal of existing structures; rough grading; and provision of temporary electrical and other utilities.

dd. “Start-Up and Testing” shall mean, when used in reference to construction projects required under this Consent Judgment, the start-up of the facility constructed or repaired through the construction project, including initial operation, and all testing and adjustments necessary to assure that the facility is capable of being consistently and reliably used to accomplish the purpose for which it is intended and fully complies with applicable regulations.

ee. "State" shall mean the State of New York, by and through the New York State Department of Health.

ff. "United States" shall mean the United States of America, acting on behalf of EPA.

V. CIVIL PENALTY

10. a. Within 45 Days after the Effective Date of this Consent Judgment, the City shall pay to the United States the sum of \$ 1,000,000.00 as a civil penalty.

b. If the full payment of \$ 1,000,000 to the United States is not made within 45 Days of the Effective Date of this Consent Judgment, the City shall pay to the United States interest on the balance due from the original due date to the date of full payment, at the rate calculated pursuant to 28 U.S.C. § 1961 as of the original due date. The City will also be liable for stipulated penalties under Paragraph 110.a.

c. The civil penalty paid to the United States shall be paid by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice in accordance with written instructions to be provided to the City, following entry of the Consent Judgment, by the Financial Litigation Unit of the U.S. Attorney's Office for the Eastern District of New York, 271 Cadman Plaza East, Brooklyn, New York 11201, (718) 254-7000. At the time of payment, the City shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Judgment in United States v. City of New York and New York City Department of Environmental Protection and shall reference the civil action number, USAO number: 2011V00094 and DOJ case number 90-5-1-1-10223/1, to the

United States in accordance with Section XV of this Judgment (Notices); by email to

acctsreceivable.CINWD@epa.gov; and by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive, Cincinnati, Ohio 45268

11. a. The State and the City have agreed on an additional state civil penalty of \$250,000, payable as follows: (i) within 45 Days after the Effective Date of this Consent Judgment, the City shall pay to the State of New York the sum of \$ 50,000.00, and (ii) the City shall spend at least \$200,000 on a water quality benefit project (WQBP), approved by NYSDOH, as set forth in Appendix B or determined in accordance with subparagraph c, below. The WQBP shall be a project that the City is not legally required to implement, that the City does not currently plan to implement, and that the City has not funded in its current budget.

b. The \$50,000 civil penalty payable to the State of New York shall be paid by check made payable to "New York State Department of Health," mailed to Gavin McCabe, Special Assistant Attorney General, Environmental Protection Bureau, 28 Liberty Street – 19th Floor, New York, NY 10005.

c. The City shall provide the State with an accounting of the amount spent on the WQBP within 60 days of project completion. In the event the WQBP is not completed or is completed for less than \$200,000, the City shall propose an additional Water Quality Benefit Project (Additional WQBP), and a schedule for implementing the Additional WQBP, for approval by the State. The Additional WQBP shall require the City to expend at least the difference between \$200,000 and the amount spent by the City on the WQBP. If the State approves the Additional WQBP, the City shall implement the Additional WQBP as approved by the State. If the State disapproves the Additional WQBP, the City

and the State agree to meet and discuss the Additional WQBP or any other water quality benefit project either the City or State proposes. If the City and State cannot reach agreement on a water quality benefit project that requires the City to expend at least the difference between \$200,000 and the amount spent by the City on the WQBP within 60 days of the State's disapproval, or such additional time as the City and State agree upon, the State may provide the City written notice directing the City to pay the difference between \$200,000 and the amount spent by the City on the WQBP to the State, and the City shall make payment within 45 days of the City's receipt of such written notice following the same payment process as set forth in Paragraph 11.b above.

d. The City agrees that in any public communication regarding the WQBP, the City shall include language noting that the WQBP is being performed in lieu of a portion of a penalty for violation of an administrative order with NYSDOH.

e. Failure to meet deadlines for the WQBP will be governed by the terms of Section IX (Stipulated Penalties). Should a dispute arise between the City and the State concerning any aspect of the WQBP, including the proposed schedule, the dispute shall be resolved by the City and the State in accordance with Section XI (Dispute Resolution) (Paragraphs 128 to 135). With respect to that dispute the State shall have the rights and responsibilities afforded the United States in Paragraphs 128 to 135.

VI. LONG TERM COMPLIANCE REQUIREMENTS

The City shall comply with the long term compliance requirements set forth in and developed under this Section VI.

A. Kensico-Eastview Connection Project

12. By September 30, 2017, commence the preliminary design for the KEC.

13. By May 31, 2022, complete and submit to the United States and the State the Preliminary Design for the KEC.

14. By October 31, 2022, complete and submit to the United States and the State the Draft Environmental Impact Statement ("EIS") and commence the Final EIS procedure for the KEC. The DEIS will include a list of all local, State, and federal permits and approvals and will identify all property acquisition needed for construction of the KEC at all properties under consideration by the City for implementation of the KEC. If other permits, approvals or land acquisition needs are identified by the City at a later date, the City shall have a duty to supplement its notification to the United States and the State in its next quarterly report to the United States.

15. By December 31, 2022, issue public notice of hearing on the Draft EIS for the KEC.

16. By January 31, 2023, submit proposed Interim Long Term Milestones related to procurement for each construction contract for the KEC, for review and approval in accordance with Section VI.E. below.

17. By February 28, 2023, complete and submit to EPA and NYSDOH, for approval by NYSDOH, the Final Design for the first construction contract for KEC.

18. By October 31, 2023, complete and submit to the United States and the State the Final EIS for the KEC and notify the United States of the City's determination as to whether the schedule for construction of the KEC can be accelerated. If the KEC construction schedule can be accelerated, the City shall submit proposed accelerated milestone dates to the United States and the State in accordance with Section VI.D. below.

19. By January 31, 2025, advertise for bids for the first contract for construction of the KEC.

20. By July 31, 2026, secure all local, State, and federal final approvals and permits necessary to start construction under the first construction contract of the KEC, issue notice to proceed for the first contract for construction of the KEC and commence construction of the KEC.

21. By July 31, 2027, submit proposed Interim Long Term Milestones related to construction under the first construction contract for the KEC in accordance with Section VI.E. below.

22. By April 30, 2032, complete construction of the Uptake Shaft, Deep Rock Tunnel, and Downtake Shaft.

23. By October 31, 2032, complete construction of the Screen Chamber.

24. By October 31, 2032, complete construction of the UEC Modifications.

25. By April 30, 2034, complete construction of the CDUV Connection.

26. By April 30, 2034 complete construction of the KEC and commence Start-Up and Testing.

27. By March 31, 2035, commence Full Operation of the KEC.

B. Hillview Reservoir Improvements Project

28. By May 1, 2017, issue notice to proceed for the HRI Facility Planning/Design.

29. By December 31, 2017, commence design and/or procurement of repair of Gate Operations System at Hillview Reservoir Uptake 1.

30. By December 31, 2018, place into service repaired Gate Operations System at Hillview Reservoir Uptake 1.

31. By July 31, 2019, complete HRI Facility Planning Report and submit the report to the United States and the State.

32. By April 30, 2020, complete HRI Project Basis of Design Report and submit the report to the United States and the State and commence the Preliminary Design for the HRI.

33. By December 31, 2020, complete analysis of HRI facility planning information and notify the United States and the State of the City's determination as to whether the schedule for design and/or construction of the HRI can be accelerated and if so, submit accelerated milestone dates to the United States in accordance with Section VI.D.

34. By May 31, 2021, complete and submit to the United States and the State the Preliminary Design for the HRI and commence the Final Design for the HRI.

35. By January 31, 2022, submit proposed Interim Long Term Milestones related to procurement of construction contracts for the HRI in accordance with Section VI.E. below.

36. By May 31, 2022, identify and submit to the United States and the State, using due diligence, a list of all local, State, and federal permits and approvals needed for construction of the HRI. If other permits or approvals are identified by the City at a later date, the City shall have a duty to supplement its notification to the United States and the State in its next quarterly report to the United States and the State.

37. By December 31, 2022, complete and submit to EPA and NYSDOH, for approval by NYSDOH, the Final Design for the first construction contract for the HRI.

38. By September 30, 2023, advertise for bids for the first contract for construction of the HRI.

39. By August 31, 2024, secure all local, State, and federal final approvals and permits necessary to start construction under the first construction contract of the HRI, issue notice to proceed for the first contract for construction of the HRI, and commence construction of the HRI.

40. By August 31, 2025, submit proposed Interim Long Term Milestones related to construction under the first construction contract for the HRI in accordance with Section VI.E. below.

41. By August 31, 2032, complete construction of the HRI and commence Start-Up and Testing.

42. By February 28, 2033, commence Full Operation of the HRI facilities.

C. Hillview Cover

Hillview Cover Facilities Planning

43. By February 29, 2020, issue the Notice to Proceed for the Hillview Cover Facility Planning.

44. By August 31, 2024, complete Hillview Cover - Facility Planning report and submit Facility Planning report to the United States and the State.

45. By April 30, 2025, notify the United States and the State of 1) the City's selected type of cover for the Hillview Cover, together with a description of the benefits of the selected type of cover, 2) any modification to the City's determination that the KEC must be completed before construction of the Hillview Cover starts based on the City's analysis of hydraulic operating criteria developed during Hillview Cover facility planning, and 3) the City's evaluation of the impact, if any, on the milestones for the Hillview Cover.

46. The schedule set forth in ¶¶ 47-76 of this section VI.C is based on a concrete cover, which was the technology planned by the City at the time of the EPA AOC. If after Facility Planning, the City proposes a type of cover other than a concrete cover for the Hillview Reservoir, by April 30, 2025, the City will submit a revised proposed schedule, together with all supporting documentation, in accordance with Section VI.D. The Parties shall meet to discuss the selected type of cover and the

proposed schedule and proceed in accordance with Section VI.D. Absent a modification of this Consent Judgment, the schedule set forth in this Section VI.C. shall remain in force.

Hillview Cover Design and Construction Long Term Milestones

47. By December 31, 2029, complete Hillview Cover Project Basis of Design Report and submit the report to the United States and the State.

48. By February 28, 2030, commence the design phase for the Hillview Cover - Site Preparation.

49. By May 31, 2030, commence the design phase for the Hillview Cover - East Basin and commence any design work for the Hillview Cover - West Basin needed to support the Environmental Impact Statement process.

50. By December 31, 2030, complete and submit to the United States and the State the Preliminary Design for the Hillview Cover - Site Preparation and commence the Final Design for Site Preparation for the Hillview Cover.

51. By April 30, 2031, complete and submit to the United States and the State the Preliminary Design for the Hillview Cover – East Basin, commence the Final Design for the Hillview Cover – East Basin, and complete any design work for the Hillview Cover - West Basin needed to support the Environmental Impact Statement process for the Hillview Cover.

52. By August 31, 2031, if more than one construction contract is required for the Hillview Cover - Site Preparation, submit proposed Interim Long Term Milestones related to procurement of construction contracts for the Hillview Cover – Site Preparation in accordance with Section VI.E. below.

53. By December 31, 2031, if more than one construction contract is required for the Hillview Cover-East Basin, submit proposed Interim Long Term Milestones related to procurement of construction contracts for the Hillview Cover – East Basin in accordance with Section VI.E. below.

54. By April 30, 2032, complete and submit to EPA and NYSDOH, for approval by NYSDOH, the Final Design for Site Preparation for the Hillview Cover.

55. By October 31, 2032, advertise for bids for Site Preparation for the Hillview Cover.

56. By December 31, 2032, complete and submit to the United States and the State the Draft EIS and commence the Final EIS procedure for the Hillview Cover. The Draft EIS will include a list of all local, State, and federal permits and approvals and will identify any land acquisition needed for construction of the Hillview Cover. If other permits or approvals or land acquisition needs are identified by the City at a later date, the City shall have a duty to supplement its notification to the United States and the State in its next quarterly report to the United States and the State.

57. By December 31, 2032, complete and submit to EPA and NYSDOH, for approval by NYSDOH, the Final Design for the first construction contract for the Hillview Cover – East Basin.

58. By February 28, 2033, issue public notice of hearing on the Draft EIS for the Hillview Cover.

59. By July 31, 2033, complete and submit to the United States and the State the Final EIS and any other necessary environmental review procedures for the Hillview Cover.

60. By July 31, 2033, advertise for bids for the first contract for construction of the Hillview Cover - East Basin.

61. By October 31, 2033, secure all local, State, and federal final approvals and permits necessary to start construction under the first construction contract of the Hillview Cover and issue notice to proceed for the Site Preparation for the Hillview Cover contract.

62. By October 31, 2034, submit proposed Interim Long Term Milestones related to construction under the contract for Site Preparation for the Hillview Cover.

63. By March 31, 2035, issue notice to proceed for the first contract for construction of the East Basin Cover and commence construction of the Hillview Cover - East Basin.

64. By August 31, 2035, complete Site Preparation for the Hillview Cover.

65. By March 31, 2036, submit proposed Interim Long Term Milestones related to construction under the first construction contract for Hillview Cover - East Basin construction, for review and approval in accordance with Section VI.E. below.

66. By January 31, 2038, commence Preliminary Design for the Hillview Cover - West Basin.

67. By January 31, 2039, complete and submit to the United States and the State the Preliminary Design for the Hillview Cover – West Basin and commence the Final Design for the Hillview Cover -West Basin.

68. By September 30, 2039, if more than one construction contract is required for the Hillview Cover-West Basin, submit proposed Interim Long Term Milestones related to procurement of construction contracts for Hillview Cover – West Basin, for review and approval in accordance with Section VI.E. below.

69. By November 30, 2040, complete and submit to EPA and NYSDOH, for approval by NYSDOH, the Final Design for the first construction contract for the Hillview Cover - West Basin.

70. By May 31, 2041, advertise for bids for the first contract for construction of the Hillview Cover - West Basin.

71. By September 30, 2041, complete construction of the Hillview Cover - East Basin and commence Start-Up and Testing of the Covered East Basin of the Hillview Reservoir.

72. By April 30, 2042, issue notice to proceed for the first contract for construction of the Hillview Cover - West Basin and commence construction of the Hillview Cover - West Basin.

73. By August 31, 2042, commence Full Operation of the Covered East Basin of the Hillview Reservoir.

74. By April 30, 2043, submit proposed Interim Long Term Milestones related to construction under the first construction contract for the Hillview Cover – West Basin in accordance with Section VI.E. below.

75. By March 31, 2048, complete construction of the Hillview Cover - West Basin and commence Start-Up and Testing of the Covered West Basin for the Hillview Reservoir.

76. By February 28, 2049, commence Full Operation for the Covered West Basin for the Hillview Reservoir.

D. Schedule Adjustment

77. The City represents that, based on the information available to the City to date, the schedules in Section VI.A.-C. are the most expeditious schedules practicable for the construction of the KEC and the HRI (which are to be constructed concurrently) and the Hillview Cover, if the Hillview Cover is completed sequentially after the KEC and the HRI. However, it may be possible to accelerate the schedules set forth in Section VI.A.-C. if a type of cover other than a concrete cover is selected for the Hillview Cover (e.g. a non-concrete cover or tanks), if a determination is later made that the

Hillview Cover can be constructed concurrently with the KEC and HRI, or for other reasons. If the schedule is not accelerated pursuant to this Section VI.D, the City shall design and construct the KEC, the HRI, and the Hillview Cover no later than the schedule set forth in Section VI.A-C.

78. The following provisions govern the acceleration, if any, of the completion of the KEC, the Hillview Reservoir Improvements, and the Hillview Cover set forth in Section VI.A-C:

79. If the City determines that the schedules for completion of the KEC, the HRI, and/or the Hillview Cover can be accelerated by time saving measures, including but not limited to parallel work on portions of the Hillview Cover, the City shall notify the United States and the State that the schedule for implementation of the KEC, HRI, and/or the Hillview Cover can be accelerated. In the event of such a notification by the City, the schedules for the KEC, HRI, and/or the Hillview Cover shall be accelerated and the accelerated schedules for the KEC, HRI, and/or the Hillview Cover shall be determined in accordance with Section VI.D. Paragraphs 83 through 87 below. The United States, in consultation with the State, may also determine, based on discussions with the City and any other pertinent information, that the schedule for implementation of the KEC, HRI, and/or the Hillview Cover can be accelerated and may notify the City of its determination. In the event of such a notification by the United States, the schedules for the KEC, HRI, and/or the Hillview Cover shall be determined in accordance with Section VI.D. Paragraphs 83 through 87 below.

80. If the City determines not to proceed with construction of the KEC for any reason, the City shall notify the United States and the State within ten days of making such a determination. In the event of such a notification by the City, the schedule for the Hillview Cover shall be accelerated because the rationale for delaying the construction of the Hillview Cover based on the KEC would no longer be extant and accelerated schedules shall be determined in accordance with the provisions of

Section VI.D. Paragraphs 83 through 87 below. If, based on (a) the City's removal of the KEC from or failure to include the KEC in its capital budgets, (b) non-compliance with the milestones set forth in this Section relating to the KEC, (c) public statements indicating that the City will not proceed with the KEC, or (d) other actions inconsistent with the City's proceeding with the KEC, the United States, in consultation with the State, determines that the City does not intend to or will not proceed with the KEC, the United States may notify the City of such a determination. In the event of such a notification by the United States, the schedules shall be determined in accordance with the provisions of Section VI.D. Paragraphs 83 through 87 below.

81. If the City determines not to proceed with construction of the HRI for any reason, the City shall notify the United States and the State within ten days of making such a determination. In the event of such a notification by the City, the City shall also notify the United States and the State of the City's determination as to whether the Hillview Cover can be accelerated because the rationale for delaying the construction of the Hillview Cover based on the HRI would no longer be extant. If the City determines that the Hillview Cover can be accelerated or if the United States, in consultation with the State, disagrees with a City determination that the Hillview Cover cannot be accelerated, any accelerated schedules shall be determined in accordance with the provisions of Section VI.D.

Paragraphs 83 through 87 below. If, based on (a) the City's removal of the HRI from or failure to include the HRI in its capital budgets, (b) non-compliance with the milestones set forth in this Section relating to the HRI, (c) public statements indicating that the City will not proceed with the HRI, or (d) other actions inconsistent with the City's proceeding with the HRI, the United States, in consultation with the State, determines that the City does not intend to or will not proceed with the HRI, the United States may notify the City of such a determination. In the event of such a notification by the United

States, the schedules shall be determined in accordance with the provisions of Section VI.D.

Paragraphs 83 through 87 below.

82. If construction of the KEC is completed one year or more earlier than the date set forth in Paragraph 26, the schedules for the Hillview Cover shall be accelerated if feasible. The City shall notify the United States and the State within ten days if this event occurs or the City has reason to believe that it will occur. The accelerated schedule(s) for the Hillview Cover shall be determined in accordance with the provisions of Section VI.D. Paragraphs 83 through 87 below.

83. Within 30 days following any notification by the City pursuant to Section VI.D. Paragraphs 79, 80, 81, or 82 above, the City shall propose new, accelerated dates for completion of the Hillview Cover, the HRI and/or the KEC, as applicable. The accelerated dates shall be the most expeditious that are practicable from an engineering, water supply safety, and reliability perspective. The City shall submit technical justification therewith for its statement and/or proposal. Following a notification by either the City or the United States pursuant to Section VI.D. Paragraphs 79, 80, 81, or 82, the City shall provide to the United States and the State additional documents and factual information in the possession of the City, including documents in the possession of its contractors and consultants, requested by the United States and/or the State with respect to the City's ability to accelerate the completion of the Hillview Cover, the KEC, and/or the HRI within 30 days of the City's receipt of a request from the United States and/or the State for such documents and factual information. The City retains the right to assert appropriate privileges with respect to documents requested by the United States and/or the State. If the City asserts such privilege(s), in accordance with Civil Rule 26.2 of the Local Rules of the United States District Courts for the Southern and Eastern Districts of New York, for each document, the City shall provide the United States and the

State with the following, unless divulgence of such information would cause disclosure of the allegedly privileged information: (1) the title of the document, (2) the date of the document, (3) the name and title of the author of the document, (4) the name and title of each addressee and recipient, (5) a description of the general subject matter of the document, and (6) the privilege asserted by the City. Where the document contains non-privileged information, the City shall transmit copies of the document containing the non-privileged information, with the privileged portions of the document redacted. The United States and the State retain the right to challenge such assertions of privilege by application to the Court.

84. If the City proposes dates for an accelerated completion of the Hillview Cover, the KEC, and/or the HRI, as applicable, the United States and the State shall review the City's proposal. If the United States approves, in consultation with the State, in writing, the City's proposed dates for completion of the accelerated completion of the Hillview Cover, the KEC, and/or the HRI, as applicable, such dates shall be substituted for the milestone dates for completion of the Hillview Cover, the KEC, and/or the HRI set forth in Section VI.A-C above, as applicable, without further order of the Court.

85. If either the City or the United States has made a notification pursuant to Section VI.D. Paragraphs 79, 80, 81, or 82 above and the City does not propose dates for an accelerated completion of the Hillview Cover, the KEC, and/or the HRI, as applicable, and the United States believes that acceleration is appropriate, or the City submits a proposed accelerated schedule for the Hillview Cover, the KEC, and/or the HRI which the United States, in consultation with the State, does not believe is sufficiently expeditious, the United States shall notify the City and propose an accelerated schedule for completion of the Hillview Cover, the KEC, and/or the HRI, as applicable, together with a

technical justification for the acceleration. The accelerated dates shall be the most expeditious that are practicable from an engineering, water supply safety, and reliability perspective.

86. If the event(s) specified in Paragraphs 84 and/or 85 occur, the Parties agree to meet and discuss the proposal(s), including the City's proposals and/or the proposal of the United States (if any). The discussions shall conclude as soon as possible but no later than 30 days after notification to the City by the United States in accordance with Paragraph 85 above, unless a later date for concluding discussions is agreed to by all of the Parties. If agreement has not been reached by the end of the 30-day period, or any later date for concluding discussion agreed to by all of the Parties, the United States and/or the City may apply to the Court for a determination of the schedule for implementation, and/or a determination whether the completion of the Hillview Cover, the KEC, and/or the HRI, as applicable, shall be accelerated, and, if so, by how much. Any such application shall be filed with the Court no later than 60 days after the conclusion of the discussions provided for in this paragraph, unless the City has failed to timely provide the documents and factual information requested by the United States and/or the State, in accordance with Paragraph 83 above, in which case the time for filing any application with the Court shall be automatically extended by the period of any such delay. The resolution of the schedules shall be based on the standard that the design and construction schedule for completion of the Hillview Cover, the KEC, and/or the HRI, as applicable, shall be the most expeditious schedule that is practicable from an engineering, water supply safety, and reliability perspective and any other legal requirements set forth in Section VI.D. Paragraphs 79 through 82 above.

87. If the City has proposed dates for accelerated completion of the Hillview Cover, the KEC, and/or the HRI, as applicable, during the pendency of any application to the Court for the

determination of dates for accelerated completion of the Hillview Cover, the KEC, and/or the HRI, as applicable, the schedule milestone dates shall be changed to the City's proposed dates for the City's proposed accelerated Hillview Cover, the KEC, and/or the HRI completion dates. This shall be without prejudice to the application of the United States, if any, for a determination by the Court that earlier dates are appropriate for accelerated completion of the Hillview Cover, the KEC, and/or the HRI, as applicable.

E. Interim Long Term Milestones

88. Interim Milestones for Section VI.A. shall be established, through the process set forth in Paragraphs 88 and 91 to 97, from Section VI.A., Paragraph 16 until completion of construction of the KEC, to supplement the milestones in Section VI.A. Interim Milestones for Section VI.A. shall include milestones related to KEC procurement and construction, shall include milestones that are critical and necessary for completion of the components of the KEC described in the KEC definition, and shall be at sufficient frequency to ensure the ability of the United States and the State to maintain oversight and to ensure compliance with the construction completion date for the KEC. The Interim Milestones shall be set forth with sufficient specificity to enable a court to determine whether or not the milestone has in fact been met. The Interim Milestones related to procurement shall, at a minimum, include "complete and submit the Final Design to EPA and NYSDOH, for approval by NYSDOH" and "issue Notice to Proceed" milestones for each construction contract besides the first construction contract for the KEC and may include, without limitation, milestones for advertisement for bid, award of contract, securing permits and approvals, and completion of property acquisition necessary to commence construction. The Interim Milestones related to construction may include, without limitation, milestones developed through a Critical Path Method ("CPM") analysis for KEC

construction and may also include milestones for securing permits and approvals and completion of property acquisition.

89. Interim Milestones for Section VI.B. shall be established, through the process set forth in Paragraphs 89 and 91 to 97 below, from Section VI.B., Paragraph 35 until completion of construction of the HRI, to supplement the milestones in Section VI.B. Interim Milestones for Section VI.B. shall include milestones related to HRI procurement and construction, shall include milestones that are critical and necessary for completion of the components of the HRI described in the HRI definition and shall be at sufficient frequency to ensure the ability of the United States and the State to maintain oversight and to ensure compliance with the construction completion date for the HRI. The Interim Milestones shall be set forth with sufficient specificity to enable a court to determine whether or not the milestone has in fact been met. The Interim Milestones related to procurement shall, at a minimum, include “complete and submit the Final Design to EPA and NYSDOH, for approval by NYSDOH” and “issue Notice to Proceed” milestones for each construction contract besides the first construction contract for the HRI and may include, without limitation, milestones for advertisement for bid, award of contract, securing permits and approvals, and completion of property acquisition necessary to commence construction. The Interim Milestones related to construction may include, without limitation, milestones developed through a CPM analysis for HRI construction and may also include milestones for securing permits and approvals and completion of property acquisition.

90. Interim Milestones for Section VI.C. shall be established, through the process set forth in Paragraph 90 and Paragraphs 91 to 97 below, (a) for Hillview Cover- Site Preparation and Hillview Cover – East Basin from Section VI.C., Paragraph 52 until Section VI.C., Paragraph 71 and (b) for Hillview Cover - West Basin from Section VI.C., Paragraph 68 until Section VI.C., Paragraph 75, to

supplement the milestones in Section VI.C. The Interim Milestones for Section VI.C. shall include milestones related to Hillview Cover procurement and construction, shall include milestones that are critical and necessary for completion of the components of the Hillview Cover, and shall be at sufficient frequency to ensure the ability of the United States and the State to maintain oversight and to ensure compliance with the construction completion dates for Hillview Cover – Site Preparation, Hillview Cover – East Basin, and Hillview Cover – West Basin. The Interim Milestones shall be set forth with sufficient specificity to enable a court to determine whether or not the milestone has in fact been met. The Interim Milestones related to procurement shall, at a minimum, include “complete and submit the Final Design to EPA and NYSDOH, for approval by NYSDOH,” advertise for bids, and “issue Notice to Proceed” milestones for each construction contract besides the first construction contract for the Hillview Cover – Site Preparation, the first construction contract for the Hillview Cover - East Basin, and the first construction contract for the Hillview Cover – West Basin, and may include, without limitation, milestones for award of contract, securing permits and approvals, and completion of property acquisition, necessary to commence construction. The Interim Milestones for Hillview Cover related to construction may include, without limitation, milestones developed through a CPM analysis for Hillview Cover construction, and may also include milestones for securing permits and approvals and completion of property acquisition, and shall also include milestones for completion of construction phases. For each phase of construction, Interim Milestones shall include, but not be limited to, a separate milestone for (1) securing of necessary approval(s) of designs by NYSDOH, with submission of a complete application to NYSDOH no less than 30 days prior to securing of approval, (2) advertisement for bids, (3) issuance of a Notice to Proceed, and (4) completion of construction. The City shall use its best efforts to commence each phase of construction as early as practicable.

91. The City shall propose Interim Long Term Milestones related to procurement of each construction contract for the KEC, the Hillview Reservoir Improvements Project, and the Hillview Cover no later than eight months after the City completes and submits to the United States and NYSDOH the Preliminary Design for each such project. The City shall propose Interim Long Term Milestones for construction-related milestones for each construction contract for the KEC, the Hillview Reservoir Improvements Project, and the Hillview Cover no later than twelve months after the City issues the Notice to Proceed for such contract.

92. The United States and the State shall review the City's proposed Interim Milestones. If the United States, in consultation with the State, approves, in writing, the City's proposed Interim Milestones, such milestones shall be attached and incorporated into the Consent Decree as an Attachment as soon as possible, but no later than 60 days after receipt of the City's proposal(s). The City shall provide to the United States and the State additional documents and factual information in the possession of the City, including documents in the possession of its contractors and consultants, requested by the United States and/or the State with respect to the City's proposed Interim Milestones within 30 days of the City's receipt of a request from the United States and/or the State for such documents and factual information. The City retains the right to assert appropriate privileges with respect to documents requested by the United States and/or the State. If the City asserts such privilege(s), in accordance with Civil Rule 26.2 of the Local Rules of the United States District Courts for the Southern and Eastern Districts of New York, for each document, the City shall provide the United States and the State with the following, unless divulgence of such information would cause disclosure of the allegedly privileged information: (1) the title of the document, (2) the date of the document, (3) the name and title of the author of the document, (4) the name and title of each

addressee and recipient, (5) a description of the general subject matter of the document, and (6) the privilege asserted by the City. Where the document contains non-privileged information, the City shall transmit copies of the document containing the non-privileged information, with the privileged portions of the document redacted. The United States and the State retain the right to challenge such assertions of privilege by application to the Court.

93. If the City fails to provide a schedule of Interim Milestones pursuant to Section VI.E. that is required to be submitted under Section VI.A., Paragraph 16, Section VI.A., Paragraph 21, Section VI.B., Paragraph 35, Section VI.B., Paragraph 40, Section VI.C., Paragraph 52, Section VI.C., Paragraph 53, Section VI.C., Paragraph 62, Section VI.C., Paragraph 65, Section VI.C., Paragraph 68, Section VI.C., Paragraph 74, or Section VI.E., Paragraph 91, the United States, in consultation with the State, may provide such Interim Milestones to the Court for its review and approval. In such event, the City may submit to the Court alternative Interim Milestones other than those proposed by the United States, provided that the Interim Milestones submitted by the City are consistent with Section VI.E. and the applicable dates for completion of construction set forth in Section VI. Any such submission by the City must be made within 15 days of the United States' submission to the Court under this Paragraph. The United States shall have the right to submit a response to the City's submission to the Court. Upon approval by the Court the Interim Milestones shall be attached and incorporated into the Consent Decree as an Attachment.

94. If the United States, in consultation with the State, does not approve the Interim Milestones proposed by the City pursuant to Paragraphs 16, 21, 35, 40, 52, 53, 62, 65, 68, 74, or 91, as applicable, and Section VI.E., the United States shall notify the City as soon as possible but no later

than 60 days after receipt of the City's proposal and provide the City with alternative proposed Interim Milestones, together with a technical justification therefor.

95. If the event(s) specified in Section VI.E., Paragraph 94, occur, the Parties agree to meet and discuss the proposals, including the City's proposals and the United States' proposals (if any). The discussions shall conclude as soon as possible but no later than 30 days after notification to the City by the United States in accordance with Section VI.E., Paragraph 94, unless a later date for concluding discussions is agreed to by the Parties. If agreement has not been reached by the end of the 30-day period, or any later date for concluding discussion agreed to by the Parties, the United States or the City may apply to the Court for the establishment of Interim Milestones in conformance with Section VI.E. Any such application shall be filed with the Court no later than 30 days after the conclusion of the discussions provided for in this paragraph, unless the City has failed to timely provide the documents and factual information requested by the United States and/or the State, in accordance with Section VI.E., Paragraph 92, in which case the time for filing any application with the Court shall be automatically extended by the period of any such delay.

96. Interim Milestones established by the Court pursuant to Section VI.E. shall be attached and incorporated into the Consent Decree as an Attachment.

97. All provisions of the Consent Decree shall apply to the Interim Milestones incorporated into the Consent Decree in accordance with Section VI.E and any accelerated dates incorporated into the Consent Decree in accordance with Section VI.D.

VII. INTERIM MEASURES

98. Until the City has complied with all the requirements set forth in Section VI. (Long Term Compliance Milestones), the City shall implement the following Interim Measures:

- a. Enhanced Wildlife Management at Hillview Reservoir: During the term of this Consent Judgment, the City shall continue to implement the activities in its Enhanced Wildlife Management Plan (“EWMP”) for Hillview Reservoir (attached as Appendix C) which outlines the New York City Department of Environmental Protection (NYCDEP)’s enhanced tracking and management of wildlife at Hillview Reservoir for the purpose of reducing potential fecal contamination of the Hillview Reservoir by waterfowl, mammals and other wildlife. The City shall revise the EWMP, as necessary, as proposed by NYCDEP and approved by EPA, in consultation with NYSDOH. The City shall provide a link to the Enhanced Wildlife Management Plan for Hillview on NYCDEP’s website.
- b. Weekly Sampling: During the term of this Consent Judgment, the City shall continue to conduct weekly monitoring and sampling as follows:
 - i. Source water monitoring for *Cryptosporidium* and *Giardia* at the Kensico Reservoir effluent(s).
 - ii. *Cryptosporidium* and *Giardia* sampling at the Hillview Reservoir effluent (Site 3).
- c. Quality Control samples of the Hillview Reservoir effluent (Site 3): During the term of this Consent Judgment, quality control sampling of the Hillview Reservoir effluent shall be done on the same frequency that has been established for Kensico Reservoir source water samples.
- d. *Cryptosporidium* and *Giardia* Action Plan (“CGAP”): The City shall implement the CGAP (attached as Appendix A) which outlines response procedures for elevated *Cryptosporidium* and *Giardia* at Hillview. Annually, the City shall revise the CGAP, as necessary, as proposed by NYCDEP and approved by EPA, in consultation with the NYSDOH. The City shall provide a link to the CGAP on NYCDEP’s website.

- e. Public Notification: The City shall include a statement in its annual Drinking Water Supply and Quality Report until compliance with 40 CFR § 141.714 is achieved that the City entered into a Consent Judgment that sets forth a schedule to cover the Hillview Reservoir as required by the LT2 Rule and include a status of the project.

VIII. REPORTING REQUIREMENTS AND EPA/STATE APPROVALS

99. a. Quarterly Reporting: Within 30 Days after the end of each quarter (i.e., by April 30, July 30, October 30, and January 30) after lodging of this Consent Judgment, until termination of this Judgment pursuant to Section XIX., the City shall submit to the United States and the State a quarterly report and certification for the preceding quarter that shall detail the status and progress of all milestones and other requirements set forth in Section VI., including any accelerated milestones and interim milestones incorporated into this Consent Judgment pursuant to Sections VI. D. and E., (hereinafter “milestones in Section VI.”) and in Section VII., including a description of the work performed in the previous quarter and a projection of the work to be performed during the following four-month period pursuant to this Consent Judgment and a description of any known or anticipated delay which may affect compliance with any milestones. For each milestone due to be met during the quarter, the report and certification shall state whether or not the City has fully met that milestone, and, if not, the work remaining to be done to achieve full compliance with such milestone, and a schedule for completion of such work. If a schedule milestone is not met, the report and certification shall state what, if any, impact the City anticipate there may be on compliance with other milestones in Section VI. Within 15 days of any non-compliance with any milestone in Section VI. that may affect the milestones in Section VI.C. (or any accelerated or interim milestones relating to the Hillview Cover incorporated herein pursuant to Sections VI.D. and E.) (hereinafter the “Hillview Cover Milestones”),

the City shall prepare and submit a plan for approval by EPA, in consultation with the State, that describes the steps the City will take to prevent or minimize any noncompliance with the Hillview Cover Milestones. The report shall also include a description of any non-compliance with all other requirements of this Consent Judgment and an explanation of the violations likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. The report shall also include a description of the status and progress of the implementation of the requirements of Appendix B (Water Quality Benefit Project).

b. Annual Report to the Court: On or before March 1 of each year after the lodging of this Consent Judgment, until termination of this Judgment pursuant to Section XIX, the United States, in consultation with the City and the State, shall submit to the Court an annual report on compliance and/or noncompliance with the requirements of this Judgment. The City and/or the State may submit to the Court a response or supplement to the United States' annual report to the Court on or before March 20 of each year.

100. Non-Compliance Reporting: If the City violates, or has reason to believe that it may violate, any requirement of this Consent Judgment, the City shall notify the United States and the State of such violation and its likely duration, in writing, within ten working Days of the Day the City first becomes aware of the violation, with an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation and any resulting delay in the milestone schedule. If the cause of a violation cannot be fully explained at the time the report is due, the City shall so state in the report. The City shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within 30 Days of the Day the City becomes aware of the cause of the violation. Nothing in this Paragraph or the

following Paragraph relieves the City of its obligation to provide the notice required by Section X. of this Consent Judgment (Force Majeure).

101. In addition to the reports and certifications set forth in this Paragraph, the City shall provide the United States and the State with copies of additional documents and factual information in the City's possession, including those documents in the possession of its contractors and consultants, requested by the United States and/or the State to assist in their analysis of the City's progress in implementing the schedules and milestones set forth in Sections VI. and VII. The City retains the right to assert appropriate privileges with respect to documents requested by the United States and/or the State. If the City asserts such privilege(s), in accordance with Civil Rule 26.2 of the Local Rules of the United States District Courts for the Southern and Eastern Districts of New York, for each document, the City shall provide the United States and the State with the following, unless divulgence of such information would cause disclosure of the allegedly privileged information: (1) the title of the document; (2) the date of the document; (3) the name and title of the author of the document; (4) the name and title of each addressee and recipient; (5) a description of the general subject matter of the document; and (6) the privilege asserted by the City. Where the document contains non-privileged information, the City shall transmit copies of the document containing the non-privileged information, with the privileged portions of the document redacted. The United State and the State retain the right to challenge such assertions of privilege by application to the Court.

102. The City shall maintain legible copies of documentation relied on in preparation of or which form the basis of the reports and certifications for a period of two years from the date of the report or certification, unless requested by the United States and/or the State to retain the documents for a longer period, not to exceed the length of the Consent Judgment. The City may satisfy this

obligation by providing copies of the document to the United States and the State. Nothing herein shall alter the obligations of the City to maintain documents in accordance with any law.

103. Whenever any violation of this Consent Judgment or any other event affecting the City's performance under this Consent Judgment may pose an immediate threat to the public health or welfare or the environment, the City shall notify EPA and NYSDOH orally or by electronic or facsimile transmission as soon as possible, but no later than 24 hours after the City first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph.

104. All reports shall be submitted to the persons designated in Section XV. of this Consent Judgment (Notices).

105. Each report submitted by the City under this Section shall be signed by an official of the submitting party and include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

This certification requirement does not apply to emergency or similar notifications where compliance with the certification requirement would be impractical.

106. The reporting requirements of this Consent Judgment do not relieve the City of any reporting obligations required by the Act or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

107. Any information provided pursuant to this Consent Judgment may be used by the United States and/or the State in any proceeding to enforce the provisions of this Consent Judgment and as otherwise permitted by law.

108. With respect to any plan, report, or other item that the City is required by this Consent Decree to submit to EPA “for approval” by EPA and/or to submit to NYSDOH “for approval” by NYSDOH, EPA and/or NYSDOH may approve the submission or decline to approve it and provide written comments. Within 45 days of receiving EPA’s written comments and/or NYSDOH’s written comments, the City shall either: (i) alter the submission consistent with EPA’s written comments and/or NYSDOH’s written comments, and provide the submission to EPA and/or NYSDOH for final approval, or (ii) submit the matter for dispute resolution under Section XI of this Judgment. Upon receipt of EPA’s and/or NYSDOH’s final approval of the submission, or upon completion of the submission pursuant to dispute resolution, the City shall implement the submission in accordance with the schedule in the approved submission and the applicable milestone requirements of Section VI. EPA and NYSDOH will each copy the other on its written comments and all correspondence relating to the submissions. The City shall provide its written responses and all correspondence relating to the submissions and, where applicable, revised submissions, to both EPA and NYSDOH.

IX. STIPULATED PENALTIES

109. The City shall be liable for stipulated penalties to the United States and the State for violations of this Consent Judgment as specified below, unless excused under Section X. (Force

Majeure). A violation includes failing to perform any obligation required by the terms of this Consent Judgment according to all applicable requirements of this Consent Judgment and within the specified time schedules established under or in accordance with this Consent Judgment.

Civil Penalty

110. a. If the City fails to pay the civil penalty required to be paid to the United States under Paragraph 10 of Section V. of this Judgment (Civil Penalty) when due, the City shall pay a stipulated penalty of \$ 1,000 per Day for each Day that the payment is late.

b. If the City fails to pay the civil penalty required to be paid to the State under Paragraph 11.a.(i) and b. of Section V. of this Judgment (Civil Penalty) when due, the City shall pay a stipulated penalty of \$ 250 per Day for each Day that the payment is late.

c. If the City fails to comply with any of the other requirements of Paragraph 11 of Section V. of this Judgment (Civil Penalty) or of Appendix B (Water Quality Benefit Project), the City shall pay a stipulated penalty for each Day that the City has failed to comply with any of the requirements according to the schedule set forth below:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 150	1st through 14th Day
\$ 300	15th through 30th Day
\$ 600	31st Day and beyond

Long Term Compliance Milestones

111. a. i. The following stipulated penalties shall accrue per violation per Day for each violation of the requirements (including the dates specified therein or any accelerated dates established under Section VI.D.) of the Paragraphs identified in subparagraph a.ii:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 300	1st through 14th Day
\$ 500	15th through 30th Day
\$ 1,000	31st Day through 90 th Day
\$ 2,500	91 st Day and beyond

- ii. Paragraph 12 (commence preliminary design ("PD") for KEC)
- Paragraph 15 (issue public notice of hearing on DEIS for KEC)
- Paragraph 19 (advertise for bids for first contract for KEC construction)
- Paragraph 28 (issue NTP for HRI project facility planning/design)
- Paragraph 29 (commence Hillview Uptake 1 GOS repair design or procurement)
- Paragraph 30 (place repaired Hillview Uptake 1 GOS into service)
- Paragraph 36 (submit list of permits/approvals needed for HRI Project)
- Paragraph 38 (advertise for bids for first contract for HRI construction)
- Paragraph 48 (commence design for Hillview Cover ("HC") – Site Preparation)
- Paragraph 49 (commence design for HC – East Basin (& West Basin as needed))
- Paragraph 55 (advertise for bids for HC – Site Preparation)
- Paragraph 58 (issue public notice of hearing on DEIS for HC)
- Paragraph 60 (advertise for bids for first constr. contract for HC – East Basin)
- Paragraph 66 (commence PD for HC – West Basin)
- Paragraph 70 (advertise for bids for first constr. contract for HC – West Basin)

b. i. The following stipulated penalties shall accrue per violation per Day for each violation of the requirements (including the dates specified therein or any accelerated dates established under Section VI.D.) of the Paragraphs identified in subparagraph b.ii:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 500	1st through 14th Day
\$ 1,000	15th through 30th Day
\$ 2,000	31st Day through 90 th Day
\$ 5,000	91 st Day and beyond

- ii. Paragraph 13 (submit PD for KEC)
Paragraph 14 (submit DEIS for KEC)
Paragraph 17 (submit final design ("FD") for first KEC construction contract)
Paragraph 18 (submit FEIS for KEC and City determination re acceleration)
Paragraph 20 (secure permits/approvals, issue NTP for first KEC construction contract)
Paragraph 22 (complete construction of Tunnel and Shafts)
Paragraph 23 (complete construction of Screen Chamber)
Paragraph 24 (complete construction of UEC Modifications)
Paragraph 25 (complete construction of CDUV Connection)
Paragraph 27 (commence Full Operation of KEC)
Paragraph 31 (submit HRI Project Facility Planning Report)
Paragraph 32 (submit HRI BODR)
Paragraph 33 (complete analysis of HRI facility planning info, City determination re whether HRI can be accelerated and, if so, submit accelerated dates)
Paragraph 34 (submit PD for HRI Project)
Paragraph 37 (submit FD for HRI Project for first HRI construction contract)
Paragraph 39 (secure permits/approvals, issue NTP for first HRI construction contract)
Paragraph 42 (commence Full Operation of HRI Project facilities)
Paragraph 43 (issue NTP for HC Facility Planning)
Paragraph 44 (submit HC Facility Planning report)
Paragraph 47 (submit HC BODR)
Paragraph 50 (submit PD for HC – Site Preparation)
Paragraph 51 (submit PD for HC – East Basin)
Paragraph 54 (submit FD for HC – Site Preparation)
Paragraph 56 (submit DEIS for HC)
Paragraph 57 (submit FD for first HC – East Basin construction contract)
Paragraph 59 (submit FEIS for HC)
Paragraph 61 (secure permits/approvals, issue NTP for HC – Site Preparation)
Paragraph 64 (complete HC – Site Preparation)
Paragraph 67 (submit PD for HC – West Basin)
Paragraph 69 (submit FD for first HC – West Basin construction contract)

Paragraph 72 (issue NTP for first contract for HC – West Basin construction)

c. i. The following stipulated penalties shall accrue per violation per Day for each violation of the requirements (including the dates specified therein or any accelerated dates established under Section VI.D.) of the Paragraphs identified in subparagraph c.ii:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 1,000	1st through 14th Day
\$ 2,000	15th through 30th Day
\$ 4,000	31st Day through 90 th Day
\$ 10,000	91 st Day and beyond

ii.

Paragraph 16 (submit Interim LT Milestones for KEC – procurement)
Paragraph 21 (submit Interim LT Milestones for KEC Construction, first contract)
Paragraph 26 (complete construction of KEC and commence start-up and testing)
Paragraph 35 (submit Interim LT Milestones for HRI – procurement)
Paragraph 40 (submit Interim LT Milestones for HRI Construction, first contract)
Paragraph 41 (complete construction of HRI and commence start-up and testing)
Paragraphs 45 and 46 (notification of type of cover selected/City's further evaluation of necessity of KEC before HC construction/City's evaluation of impact on milestones (§ 45)/submission of proposed milestones (§ 46))
Paragraph 52 (submit Interim LT Milestones for HC – Site Preparation –procurement)
Paragraph 53 (submit Interim LT Milestones for HC – East Basin –procurement)
Paragraph 62 (submit Interim LT Milestones for HC – Site Preparation –construction)
Paragraph 63 (issue NTP for first contract for HC – East Basin construction)
Paragraph 65 (submit Interim LT Milestones for HC – East Basin, first construction contract)
Paragraph 68 (submit Interim LT Milestones for HC – West Basin –procurement)
Paragraph 73 (commence Full Operation of Covered East Basin of HR)
Paragraph 74 (submit Interim LT Milestones for HC – West Basin, first construction contract)
Paragraph 76 (commence Full Operation of Covered West Basin of HR)
Paragraph 91 (submit Interim LT Milestones requirements, to extent not covered in Paragraphs identified in c.ii. above)

d. i. The following stipulated penalties shall accrue per violation per Day for each violation of the requirements (including the dates specified therein or any accelerated dates established under Section VI.D.) of the Paragraphs identified in subparagraph d.ii:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 1,000	1st through 14th Day
\$ 2,000	15th through 30th Day
\$ 4,000	31st Day through 90 th Day
\$ 10,000	91 st Day through 120 th Day
\$ 30,000	121 st Day through 364th Day
\$ 55, 907	365 th Day and beyond

- ii.
Paragraph 71 (complete construction of HC – East Basin & commence SU/testing)
Paragraph 75 (complete construction of HC– West Basin & commence SU/testing)

112. Interim Long Term Milestones Established Under Section VI.E.

The following stipulated penalties shall accrue per violation per Day for each violation of the Interim Long Term Milestones established under Section VI.E.:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 300	1st through 14th Day
\$ 500	15th through 30th Day
\$ 1,000	31st Day through 90 th Day
\$ 2,500	91 st Day through 120 th Day
\$ 5,000	121 st Day and Beyond

113. Interim Measures Requirements (Section VII)

The following stipulated penalties shall accrue per violation per Day for each violation of the requirements of Paragraphs 98.a., b., c., d. or e.: \$1,000 per violation per day.

114. Reporting Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of the reporting requirements of Section VIII of this Consent Judgment: \$500 per violation per day.

115. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day any other violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Judgment.

116. The City shall pay any stipulated penalty within 45 Days of receiving the United States' written demand, except for any stipulated penalty under Paragraph 110.b. or c. With respect to any stipulated penalty under Paragraph 110.b. or c., the City shall pay any such stipulated penalty within 45 Days of receiving the State's written demand. The United States will copy the State on any demand for payment of stipulated penalties.

117. Stipulated penalties shall continue to accrue as provided in Paragraph 115, during any Dispute Resolution, but need not be paid until the following:

- a. If the dispute is resolved by agreement or by a decision of EPA (or where the dispute is solely with NYSDOH, a decision or order of NYSDOH) that is not appealed to the Court, the City shall pay accrued penalties determined to be owing, together with interest, to the United States and the State within 30 Days of the effective date of the

agreement or the receipt of EPA's decision or order (or where the dispute is solely with NYSDOH, a decision or order of NYSDOH).

- b. If the dispute is appealed to the Court and the United States or the State prevails in whole or in part, the City shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph c, below.
- c. If any Party appeals the District Court's decision, the City shall pay all accrued penalties determined to be owed, together with interest, within 45 Days of receiving the final appellate court decision.

118. Except for stipulated penalties under Paragraph 110, the City shall pay 50% of the stipulated penalties owed under this Section IX to the United States and 50% of the stipulated penalties owed under this Section IX to the State, unless the State states that it will decline certain stipulated penalties, in which case the City shall pay 100% of those stipulated penalties to the United States. The City shall pay 100% of the stipulated penalties under Paragraph 110.a., if any, to the United States. The City shall pay 100% of the stipulated penalties under Paragraph 110.b. or 110.c., if any, to the State. The City shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 10.c., except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid. The City shall pay stipulated penalties owing to the State in the manner set forth in Paragraph 11.b., except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

119. If the City fails to pay stipulated penalties according to the terms of this Consent Judgment, the City shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing from the date payment became due. Nothing in this Paragraph shall be construed to limit the United States or the State from seeking any remedy otherwise provided by law for the City's failure to pay any stipulated penalties.

120. Subject to the provisions of Section XIII of this Consent Judgment (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Consent Judgment shall be in addition to any other rights, remedies, or sanctions available to the United States or the State for the City's violation of this Consent Judgment or applicable law. Where a violation of this Consent Judgment is also a violation of the Act or the regulations, the City shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation.

121. The United States and the State may seek and the Court has jurisdiction to grant equitable relief, in addition to stipulated penalties, to enforce the requirements of this Consent Judgment.

X. FORCE MAJEURE

122. "Force majeure," for purposes of this Consent Judgment, is defined as any event arising from causes beyond the control of the City, of any entity controlled by the City, or of the City's contractors, that delays or prevents the performance of any obligation under this Consent Judgment despite the City's best efforts to fulfill the obligation. The requirement that the City exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has

occurred to prevent or minimize any resulting delay to the greatest extent possible. "Force Majeure" does not include the City's financial inability to perform any obligation under this Consent Judgment.

123. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Judgment, whether or not caused by a force majeure event, the City shall provide notice orally or by electronic or facsimile transmission to the United States and the State within 72 hours of when the City first knew that the event might cause a delay. Within 20 days thereafter, the City shall provide in writing to the United States and the State an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; the City's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of the City, such event may cause or contribute to an endangerment to public health, welfare or the environment. The City shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude the City from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. The City shall be deemed to know of any circumstance of which the City, any entity controlled by the City, or the City's contractors knew or should have known.

124. If the United States, after a reasonable opportunity for review and comment by the State, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Judgment that are affected by the force majeure event will be extended by the United States, after a reasonable opportunity for review and comment by

the State, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. The United States will notify the City in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event and will provide a copy of the notification to the State.

125. If the United States, after a reasonable opportunity for review and comment by the State, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, the United States will notify the City in writing of its decision and will provide a copy of the notification to the State.

126. If the City elects to invoke the dispute resolution procedures set forth in Section XI (Dispute Resolution), it shall do so no later than 15 days after receipt of the notice from the United States. In any such proceeding, the City shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that the City complied with the requirements of Paragraphs 122 and 123 above. If the City carries this burden, the delay at issue shall be deemed not to be a violation by the City of the affected obligation of this Consent Judgment identified to the United States, the State, and the Court.

127. The City shall take all practicable measures to prevent or minimize any delay. The City shall make all practicable efforts to recoup all lost time in completing the milestones affected by the force majeure event, including payment of reasonable additional expenses or fees. If any legal action is brought which might delay performance of any of the milestones in this Consent Judgment, the City

shall exercise due diligence in seeking removal of the action to this Court and in defending such action, including any appeals.

XI. DISPUTE RESOLUTION

128. Unless otherwise expressly provided for in this Consent Judgment, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Judgment.

129. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Judgment shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when the City sends the United States and the State a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 60 Days from the date the dispute arises, unless that period is modified by written agreement among all Parties. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States, after consultation with the State, shall be considered binding unless, within 60 Days after the conclusion of the informal negotiation period, the City invokes formal dispute resolution procedures as set forth below.

130. Formal Dispute Resolution. The City shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States and the State a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting the City's position and any supporting documentation relied upon by the City.

131. The United States and State shall serve their Statement of Position within 60 Days of receipt of the City's Statement of Position. The United States' and State's Statement of Position shall

include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' and State's Statement of Position shall be binding on the City, unless the City files a motion for judicial review of the dispute in accordance with the following Paragraph.

132. The City may seek judicial review of the dispute by filing with the Court and serving on the United States and the State, in accordance with Section XV of this Consent Judgment (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 20 Days of receipt of the United States' and State's Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of the City's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Judgment.

133. The United States and the State shall respond to the City's motion within the time period allowed by the Local Rules of this Court. The City may file a reply memorandum, to the extent permitted by the Local Rules.

134. Standard of Review

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Judgment, in any dispute brought under Section XI (Dispute Resolution) pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules or any items requiring approval by EPA or the State under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, the

City shall have the burden of demonstrating, based on the administrative record, that the position of the United States and/or the State is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Judgment, in any dispute brought under Section XI (Dispute Resolution) other than those disputes governed by Paragraph 134.a. above, the City shall bear the burden of demonstrating that its position complies with this Consent Judgment and furthers the Objectives of the Consent Judgment.

135. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of the City under this Consent Judgment, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 117. If the City does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section IX. (Stipulated Penalties).

XII. INFORMATION COLLECTION AND RETENTION

136. The United States, the State, and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into any facility covered by this Consent Judgment, at all reasonable times, upon presentation of credentials, to:

- a. monitor the progress of activities required under this Consent Judgment;
- b. verify any data or information submitted to the United States or the State in accordance with the terms of this Consent Judgment;
- c. obtain samples and, upon request, splits of any samples taken by the City or its representatives, contractors, or consultants;

d. obtain documentary evidence, including photographs and similar data related to activities required under this Consent Judgment; and

e. assess the City's compliance with this Consent Judgment.

137. Upon request, the City shall provide EPA and the State or their authorized representatives splits of any samples taken by the City. Upon request, EPA and the State shall provide the City splits of any samples taken by EPA or the State.

138. Until three years after the termination of this Consent Judgment, the City shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Judgment. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the State, the City shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

139. At the conclusion of the information-retention period provided in the preceding Paragraph, the City shall notify the United States and the State at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States or the State, the City shall deliver any such documents, records, or other information to EPA or the State. The City may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If the City asserts such a privilege, it shall provide the following: (1) the title of the

document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by the City. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Judgment shall be withheld on grounds of privilege.

140. With respect to documents, records, or other information provided to the United States, the City may also assert that documents, records, or other information required to be provided under this Section (Information Collection and Retention) or under Section VI (Long Term Compliance Requirements) of this Decree, including but not limited to facilities plans, BODRs, and design plans, contain information that is exempt from disclosure under one or more exemption(s) in the Freedom of Information Act ("FOIA"), including, without limitation, 5 U.S.C. § 552(b)(3) (specific exemption under statute other than FOIA), § 552(b)(4) (confidential business information ("CBI") exemption), and § 552(b)(7)(F) (exemption for security-sensitive law enforcement information). Any documents, records, or other information that the City asserts contain information exempt from disclosure under a FOIA exemption in 5 U.S.C. § 552(b) ("FOIA Exempt Material") shall be provided to the United States, through the United States Attorney's Office, in accordance with Section XV (Notices), with a cover letter stating that the documents, records, or other information contain FOIA Exempt Material and identifying the exemption(s) asserted, and the City shall mark each and every page of such documents, records, or other information that contains FOIA Exempt material with the legend, "Submitted Subject to NYC Claim of FOIA Exemption." The United States Attorney's Office will limit dissemination of the pages designated as containing FOIA Exempt Material to United States

employees, and contractors employed by the United States, as well as consultants retained for purposes of this case, who shall be subject to confidentiality agreements, as necessary to carry out the United States' evaluations under this Decree, and maintain a tracking sheet of who receives copies. Should any documents, records, or other information containing information designated as FOIA Exempt Material be subject to a FOIA request, the United States Attorney's Office will notify the City and afford the City a reasonable time to object or comment with respect to the United States' proposed response to the FOIA request. The United States Attorney's Office will promptly notify the City of any lawsuit wherein a third party seeks access to FOIA Exempt Material, and will not oppose any request by the City to intervene in such lawsuit to defend its interests.

141. In the event that the City takes the position that the City must maintain sole custody of certain sensitive documents, records, or other information to prevent a serious security risk to the New York City Water Supply System, the City may request that the United States review such sensitive documents, records, or other information at premises designated by the City. If the United States does not agree with the position of the City or the premises designated by the City, the dispute shall be resolved in accordance with Section XI (Dispute Resolution), Paragraph 134.b. (Other Disputes). The City's request that the United States review certain sensitive documents, records, or other information at premises designated by the City shall not preclude the United States from requesting that copies of such documents, records, or other information be provided to the United States at its own office(s). If the United States agrees to review certain sensitive documents, records, or other information at premises designated by the City, the City shall mark all pages in such documents, records, or other information that contain information that the City believes would constitute a serious security risk if released.

142. The United States agrees to consult with the City regarding the proper handling of any information designated as FOIA Exempt Material at the termination of this Consent Judgment.

143. With respect to documents, records, or other information provided to the State, the City may also assert that documents, records, or other information required to be provided under this Section (Information Collection and Retention) or under Section VI (Long Term Compliance Requirements) of this Decree, including but not limited to facilities plans, BODRs, and design plans, contain information that is exempt from disclosure under one or more exemption(s) in the New York Freedom of Information Law ("FOIL"), codified at Article 6, sections 84 to 90 of the New York State Public Officers Law ("POL"), including without limitation, sections 87(2)(f) (relating to information that if disclosed could endanger the life or safety of an person), 87(2)(g) (relating to inter-agency or intra-agency materials), and 89(5)(a)(1-a) (relating to critical infrastructure information). Any documents, records, or other information that the City asserts contain information exempt from disclosure under FOIL ("FOIL Exempt Material") shall be provided to the State in accordance with Section XV (Notices). The City shall provide a cover letter stating that the documents, records, or other information contain FOIL Exempt Material and identifying the exemption(s) asserted, and the City shall mark each and every page of such documents, records, or other information that contains FOIL Exempt Material with the legend, "Submitted Subject to NYC Claim of FOIL Exemption." The State will limit dissemination of the pages designated as containing FOIL Exempt Material to State employees as necessary to carry out the State's evaluations under this Decree, and maintain a tracking sheet of who receives copies. Should any documents, records, or other information containing information designated as FOIL Exempt Material be subject to a FOIL request, the State will notify the City and afford the City a reasonable time to object or comment with respect to the State's proposed

response to the FOIL request. If the State does not agree with the position of the City regarding any claimed exemption to FOIL, the dispute shall be resolved in accordance with POL section 89(5)(a)(3)-(5)(d). The State agrees to promptly notify the City of any lawsuit wherein a third party seeks access to FOIL Exempt Material, and shall not oppose any request by the City to intervene in such lawsuit to defend its interests.

144. In the event that the City takes the position that the City must maintain sole custody of certain sensitive documents, records, or other information to prevent a serious security risk to the New York City Water Supply System, the City may request that the State review such sensitive documents, records, or other information at premises designated by the City. If the State does not agree with the position of the City or the premises designated by the City, the dispute shall be resolved in accordance with Section XI (Dispute Resolution), Paragraph 134.b. (Other Disputes). The City's request that the State review certain sensitive documents, records, or other information at premises designated by the City shall not preclude the State from requesting that copies of such documents, records, or other information be provided to the State at its own office(s). If the State agrees to review certain sensitive documents, records, or other information at premises designated by the City, the City shall mark all pages in such documents, records, or other information that contain information that the City believes would constitute a serious security risk if released. Should a dispute arise between the City and the State under this Paragraph 144 related solely to the release of certain sensitive documents, records, or other information to the State outside the custody of the City, the dispute shall be resolved by the City and the State in accordance with Section XI (Dispute Resolution) (Paragraphs 128 to 135). With respect to that dispute the State shall have the rights and responsibilities afforded the United States in Paragraphs 128 to 135.

145. The State agrees to consult with the City regarding the proper handling of any information designated as FOIL Exempt Material at the termination of this Consent Judgment.

146. This Consent Judgment in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States or the State pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of the City to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XIII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

147. This Consent Judgment resolves the civil claims of the United States for the violations alleged in the Complaint filed in this action through the date of lodging. The Consent Judgment also resolves the civil claims of the State for violations alleged in the complaint-in-intervention filed in this action through the date of lodging.

148. The United States and the State reserve all legal and equitable remedies available to enforce the provisions of this Consent Judgment, except as expressly stated in Paragraph 147. This Consent Judgment shall not be construed to limit the rights of the United States or the State to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal or State laws, regulations, or permit conditions, except as expressly specified in Paragraph 147. The United States and the State further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, the City's Facilities, whether related to the violations addressed in this Consent Judgment or otherwise.

149. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, civil penalties, other appropriate relief relating to the City's Facilities or

violations, the City shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 147 of this Section.

150. This Consent Judgment is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. This Consent Judgment is not, and shall not be interpreted as, a waiver or variance from or modification of any requirements of the SDWA or the LT2 Rule. For avoidance of doubt, nothing herein shall relieve the City of its independent obligation to ensure that all drinking water delivered to the New York City drinking water distribution system is in compliance with all National Primary Drinking Water Regulations (“NPDWRs”) and applicable federal, State and local laws, regulations and permits. The City remains responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits. The City’s compliance with this Consent Judgment shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States and the State do not, by their consent to the entry of this Consent Judgment, warrant or aver in any manner that the City’s compliance with any aspect of this Consent Judgment will result in compliance with provisions of the Act, 42 U.S.C. § 300f *et seq.*, or with any other provisions of federal, State, or local laws, regulations, or permits.

151. This Consent Judgment does not limit or affect the rights of the City or of the United States or the State against any third parties, not party to this Consent Judgment, nor does it limit the

rights of third parties, not party to this Consent Judgment, against the City, except as otherwise provided by law.

152. This Consent Judgment shall not be construed to create rights in, or grant any cause of action to, any non-party.

XIV. COSTS

153. The Parties shall bear their own costs of this action and any dispute resolution proceeding instituted under Section XI, including attorneys' fees, except that the United States and the State shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by the City.

XV. NOTICES

154. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Judgment, they shall be made in writing and addressed as follows:

To the United States:

United States Attorney's Office
Eastern District of New York
Civil Division
271 Cadman Plaza East
Brooklyn, New York 11201
USAO No.: 2011V00094

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611
Re: DOJ No.: 90-5-1-1-10223/1

and

U.S. Environmental Protection Agency
Region 2
Water Compliance Branch
Attn: Nicole Kraft
20th Floor
290 Broadway
New York, New York 10007

To EPA:

U.S. Environmental Protection Agency
Region 2
Water Compliance Branch
Attn: Nicole Kraft
20th Floor
290 Broadway
New York, New York 10007

To the State/NYSDOH:

Kerry-Ann Lawrence
New York State Department of Health
Bureau of Litigation
Corning Tower, Room 2438
Empire State Plaza
Albany, NY 12237

New York State Department of Health
Bureau of Water Supply Protection
Attn: Patrick Palmer
Corning Tower, Room 1110
Empire State Plaza
Albany, NY 12237

New York State Office of the Attorney General
Environmental Protection Bureau
Attn: Gavin McCabe
28 Liberty Street, 19th Floor
New York, NY 10005

To the City:

Environmental Law Division, Chief
New York City Law Department
100 Church Street
New York, New York 10007

General Counsel
New York City Department of Environmental Protection
59-17 Junction Boulevard, 19th Floor
Corona, New York 11368

155. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

156. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Judgment or by mutual agreement of the Parties in writing.

XVI. EFFECTIVE DATE

157. The Effective Date of this Consent Judgment shall be the date on which this Consent Judgment is entered by the Court or a motion to enter the Consent Judgment is granted, whichever occurs first, as recorded on the Court's docket; provided, however, that the City hereby agrees it shall be bound to perform duties scheduled to occur prior to the Effective Date. If the United States, in consultation with the State, withdraws or withholds consent to this Consent Judgment before entry, or the Court declines to enter the Consent Judgment, then the preceding requirement to perform duties scheduled to occur before the Effective Date shall terminate.

XVII. RETENTION OF JURISDICTION

158. The Court shall retain jurisdiction over this case until termination of this Consent Judgment.

XVIII. MODIFICATION

159. Except as set forth in Sections VI.D. and E., the terms of this Consent Judgment, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties, and where the modification constitutes a material change to this Judgment, it shall be effective only upon approval by the Court. Any modifications of the Consent Judgment pursuant to Sections VI.D. and E. shall be governed by the provisions of Sections VI.D. and E. The Parties agree that each Party shall give due consideration in good faith to any request by the other Party for a modification of this Consent Judgment.

160. Except as set forth in Sections VI.D. and E., any disputes concerning modification of this Judgment shall be resolved pursuant to Section XI of this Judgment (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 134, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b). Any disputes regarding modifications of the Consent Judgment pursuant to Sections VI.D. and E. shall be governed by the standards and procedures set forth in Sections VI.D. and E.

XIX. TERMINATION

161. This Consent Judgment may be terminated when the United States and the State determine that the City has satisfactorily completed performance of its compliance obligations required by this Consent Judgment, including Commencement of Full Operation of both the Covered East Basin and the Covered West Basin of the Hillview Reservoir, and after operating the Hillview Reservoir with the Hillview Cover for a period of three hundred sixty five days thereafter without any violations of the SDWA or NPDWRs that are related to the Hillview Cover, provided that the City has fulfilled all other

obligations of this Consent Judgment, including payment of the civil penalty under Section V of this Judgment and any outstanding stipulated penalties under Section IX. The Parties shall file with the Court an appropriate stipulation reciting that the requirements of the Consent Judgment have been met and requesting termination of the Judgment. The City may request a determination from the United States and the State under this Paragraph.

162. If the United States and the State do not agree that the Consent Judgment may be terminated, the City may invoke Dispute Resolution under Section XI of this Consent Judgment. However, the City shall not seek Dispute Resolution of any dispute regarding termination, under Paragraph 130 of Section XI, until 60 Days after service of its Request for Termination.

XX. PUBLIC PARTICIPATION

163. This Consent Judgment shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Judgment disclose facts or considerations indicating that the Consent Judgment is inappropriate, improper, or inadequate. The City consents to entry of this Consent Judgment without further notice and agrees not to withdraw from or oppose entry of this Consent Judgment by the Court or to challenge any provision of the Judgment, unless the United States has notified the City in writing that it no longer supports entry of the Judgment.

XXI. PUBLIC NOTIFICATION

164. Upon entry of the Consent Judgment, the City shall submit certification and a copy of the public notice to the United States and the State that it has completed public notification for the

violation of 40 C.F.R. § 141.714 in accordance with 40 C.F.R. Part 141 Subpart Q and applicable state regulations.

XXII. SIGNATORIES/SERVICE

165. Each undersigned representative of the City, the State, the United States Attorney for the Eastern District of New York and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Judgment and to execute and legally bind the Party he or she represents to this document.

166. This Consent Judgment may be signed in counterparts, and its validity shall not be challenged on that basis. The City agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Judgment and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XXIII. INTEGRATION

167. This Consent Judgment constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Consent Judgment and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than deliverables that are subsequently submitted and approved pursuant to this Consent Judgment or documents setting forth any accelerated schedules established under Section VI.D or interim milestones established under Section VI.E, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Consent Judgment or

the settlement it represents, nor shall it be used in construing the terms of this Judgment. Upon the Effective Date, this Consent Judgment supersedes the EPA AOC and NYSDOH Administrative Order AT 940772-CO. For avoidance of doubt, the schedules set forth in or incorporated pursuant to Section VI of the Consent Decree are not a regulatory "State-approved schedule" contemplated in 40 C.F.R. § 141.714(c).

XXIV. APPENDICES

168. The following appendices are attached to and part of this Consent Judgment:

"Appendix A" is the Hillview *Cryptosporidium* and *Giardia* Action Plan.

"Appendix B" is the Water Quality Benefit Project document referenced in Paragraph

11.a.

"Appendix C" is the Enhanced Wildlife Management Plan for Hillview Reservoir.

XXV. FINAL JUDGMENT


169. Upon approval and entry of this Consent Judgment by the Court, this Consent Judgment shall constitute a final judgment of the Court as to the United States, the State, and the City. The Court therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

Dated and entered this 15 day of May, 2019

s/ Raymond J. Dearie


UNITED STATES DISTRICT JUDGE
Eastern District of New York

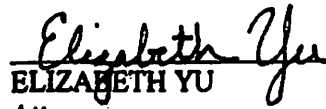
FOR PLAINTIFF UNITED STATES OF AMERICA:


JEFFREY BOSSERT CLARK
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

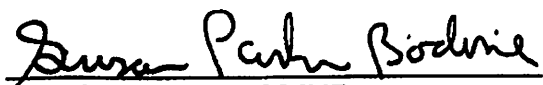
RICHARD P. DONOGHUE
United States Attorney
Eastern District of New York

By:

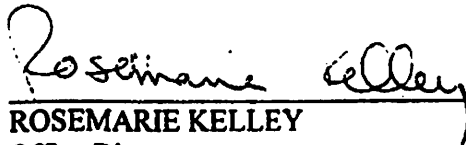

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United States Environmental Protection Agency

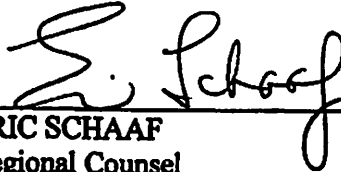


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U.S. ENVIRONMENTAL PROTECTION AGENCY



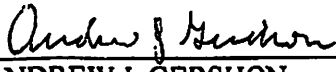
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**FOR THE CITY OF NEW YORK AND NEW YORK CITY DEPARTMENT OF
ENVIRONMENTAL PROTECTION:**



VINCENT SAPIENZA, P.E.
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New York City Department of Environmental Protection

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Appendix A

**New York City
Department of Environmental Protection**



Hillview Cryptosporidium and Giardia Action Plan

Guidelines for Inter-Agency Notifications and Coordination

Rev #9

Effective Date: December 1, 2018

**** Appendix II (contact info) is for restricted distribution ****

**Prepared by:
Water Quality Science & Research**

**Vincent Sapienza, P.E., Commissioner
Paul V. Rush, P.E., Deputy Commissioner Bureau of Water Supply
Steven C. Schindler, Director of Water Quality**

REVISION HISTORY

Revision Number	Revision Date	Revisions made to prior version, starting with August 1, 2011 CGAP (Such as the section that was changed, the reasons for the change, etc., as appropriate.)
01	01/20/12	Updated several DOH, DOHMH, DEP phone numbers and contacts.
02	12/31/12	Revised in response to comments made after 3/1/12 functional exercise.
03	12/31/13	Reviewed and revised per annual review protocol. Revisions made primarily included updates to Contacts sheet and Background section.
04	12/31/14	Some revisions to actions for CGAP activation and deactivation, based upon 3/19/14 Plan activation. Also, minor revisions/updates to Background text, and updates to Contacts information. Notification templates added. (This version was distributed as a Draft Revised version, in order to allow comment before becoming effective: See Revision #5 below.)
05	02/02/15	This is the final version of revised 2014-2015 CGAP, which includes revisions contained in Revision #4 (issued 12/31/2014 as Draft Revised version), plus minor revisions/clarifications, per request by NYSDOH (1/14/15, P. Young)
06	12/30/15	Revised per annual review protocol. Revisions include updates to: Background section, Attachment C (Contacts sheet), Attachment A, and minor modifications to cover pages.
07	12/22/16	Revised per annual review protocol. Revisions include updates to: Background section, Attachment A, and Attachment C.
08	12/20/17	Revised as per recommendations from CGAP Functional Exercise on 5/23/17. Also report formatting revisions and new appendices.
09	11/16/2018	Updated contacts (Appendix II); updated communications flowchart (Appendix I); additions to resources listing (Appendix VI); wording re DAPI.

Acknowledgements: Numerous individuals have contributed toward the development of the NYC CGAP document, and its predecessor, the NYC Cryptosporidium Action Plan (CAP). Initially developed in 2001, the NYC CAP was a NYCDPEP & NYCDOHMH joint-agency effort coordinated under the NYC Waterborne Disease Risk Assessment Program. Lead author of the initial CAP document was A. Seeley, working with A. Ashendorff, S. Balter, and others. D. Lipsky was lead author in transition from CAP to CGAP. Since the transition to CGAP, updates have been coordinated by A. Seeley. Thanks to all for contributions toward this action plan series over the years, including staff of the NYCDPEP Bureau of Water Supply, Water Quality Directorate, the NYCDOHMH Bureau of Communicable Diseases, and from other bureaus and agencies. For Revision #8, special thanks to L. Janus, and to P. Bennett for his work on the CGAP Functional Exercise held in May 2017.

— A. Seeley

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LIST OF ACRONYMS

AL	Action Level
BCD	Bureau of Communicable Diseases/NYCDOHMH
BESE	Bureau of Environmental Science & Engineering/NYCDOHMH
BPA	Bureau of Public Affairs
BWS	Bureau of Water Supply
BWSP	Bureau of Water Supply Protection
CAP	<i>Cryptosporidium</i> Action Plan
CDC	Communicable Disease Control/NYSDOH
CGAP	<i>Cryptosporidium</i> & <i>Giardia</i> Action Plan
DAPI	4'6-diamidino-2-phenylindole
DEP	NYC Department of Environmental Protection
DOH	NYS Department of Health
DOHMH	NYC Department of Health & Mental Hygiene
DWQO	BWS/WQ Distribution Water Quality Operations
EOH	BWS/WQ East of Hudson Watershed Water Quality Operations
EPA	US Environmental Protection Agency
HAN	NYCDOH Health Advisory Notice
HAPC	BWS/WQ Health Assessment & Policy Coordination
HVR	Hillview Reservoir
NSF	National Sanitation Foundation
NCYWT	New York City Watershed Team/USEPA
NYCWU	New York City Watershed Unit/NYSDOH
OEA	Office of External Affairs/NYCDOHMH
OPHE	Office of Public Health Engineering/NYCDOHMH
PDSP	Parasitic Disease Surveillance Program
RAU	Research Applications Unit/BWS
Site3	Hillview Reservoir Site #3 (Downtake #1)
WQD	Water Quality Directorate/BWS
WQSR	Water Quality Science and Research/BWS
WWQO	Watershed Water Quality Operations/BWS

BACKGROUND

The purpose of this Hillview *Cryptosporidium* and *Giardia* Action Plan (CGAP) is to provide guidance for intra- and inter-agency action and coordination in response to potential elevations in levels of either *Giardia* cysts or *Cryptosporidium* oocysts at Hillview Reservoir (HVR), Site 3 (Downtake 1)¹. Sampling is currently performed by DEP on a weekly basis at Hillview Site 3. In developing the CGAP, the New York City Department of Environmental Protection (DEP) has assumed that all *Cryptosporidium* oocysts and *Giardia* cysts entering HVR from the source waters have been deactivated by UV treatment and chlorine. This Plan is intended to address elevated *Giardia* or *Cryptosporidium* concentrations that could theoretically originate from sources at the Hillview Reservoir, which is an uncovered, finished water reservoir regulated under the Long-Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR).

The Hillview CGAP was initially developed based upon a review of *Cryptosporidium* and *Giardia* data from Kensico Reservoir for the period 2001-2010 and the results of the Hillview Reservoir (HVR) inflow and outflow study (conducted in 2006-2008)² of *Giardia* and *Cryptosporidium* (Alderisio, et al., 2008). The first CGAP (effective date: August 1, 2011), was a required deliverable under the Hillview Reservoir Administrative Order on Consent (AOC), SDWA-02-2010-8027, dated May 24, 2010. The 2010 Hillview AOC also required DEP to submit by December 31, 2012 any proposed revisions to the CGAP. The document is updated on an annual basis. (See the Hillview AOC and the subsequent "HVR AOC Technical Memorandum to EPA and NYSDOH from DEP", November 15, 2012, for revision requirements). Experience was gained from the CGAP activation of March 19, 2014 in response to an elevated *Giardia* finding at Hillview Reservoir. Revision #8 incorporates improvements gained from the May 2017 CGAP Functional Exercise, captured in the After Action Report, and Improvement Plan. The modifications made to the CGAP versions are summarized in the Revision History table (page i).

The NYC *Cryptosporidium* Action Plan (CAP), which was created prior to the CGAP, was developed for responding to the detection of *Cryptosporidium* in the City's source water reservoirs: Kensico Reservoir and the New Croton Reservoir. The CAP was created as part of a deliverable under the NYC Filtration Avoidance Determination (FAD) and did not directly address *Giardia* since any cysts detected in source water should be inactivated by chlorine. CAP documents were developed by NYC from 2001 to 2011. With the completion of NYC's Catskill/Delaware ultraviolet treatment plant (plant on line October 2012), the CAP has been phased out (per NYC FAD Long-Term Watershed Protection Program document, December 2011, page 83)³. Note that the Croton system had been off line for several years, and was brought back into service in 2015, following completion of the Croton Filtration Plant and associated infrastructure work. As Croton water is filtered and there is no open finished water reservoir involved, no action plan based on pathogen testing results is needed for the Croton System.

The Hillview CGAP has a baseline (no-action) level and two action levels, as well as de-escalation plans. The no-action level consists of enhanced scrutiny of Hillview Reservoir, and disease and syndromic, data. The first action level involves notification of the Director of Water Quality, who directs additional data gathering, data evaluation, and communication by conference calls with regulators. The second action level involves consideration of additional response actions, including operational and treatment changes, enhanced interagency communications at the Deputy Commissioner or Commissioner level, and potential advisories for the public.

¹ Hillview Reservoir Site 3 located in Downtake 1 is also called BX-3 in some DEP reports.

² Alderisio, K.A. and S. DiLonardo. 2008. Monitoring of *Giardia* spp. cysts and *Cryptosporidium* spp. oocysts at the Uptakes and Downtakes of Hillview Reservoir (Yonkers, NY). NYC DEP Internal Report, December 2008.

³ NYSDOH continues to use detection of 6 *Giardia* cysts/50L for a 2-week running average in Kensico source water as a benchmark that may trigger additional investigation of water system conditions.

GUIDELINES FOR INTER-AGENCY NOTIFICATION AND COORDINATION

NO-ACTION LEVEL: 0 - 6 *GIARDIA* CYSTS OR 0-3 *CRYPTOSPORIDIUM* OOCYSTS DETECTED - SITE 3

PATHOGEN DATA DISTRIBUTION

Hillview, Site 3 (Downtake 1), *Giardia* and *Cryptosporidium* weekly monitoring results are sent from the DEP Pathogen Laboratory via e-mail.

SURVEILLANCE DATA REVIEW

DEP and the New York City Department of Health and Mental Hygiene (NYCDOHMH) conduct routine review of water quality and disease/syndromic surveillance data, respectively.

ACTION LEVEL 1: 7-15 *GIARDIA* CYSTS OR 4-6 *CRYPTOSPORIDIUM* OOCYSTS DETECTED - SITE 3

Follow steps in No-Action Level above.

NOTIFICATION – INTERNAL

Immediately following the detection of Action Level 1 (AL-1) levels of cysts or oocysts, the DEP Pathogen Laboratory Director will affirmatively contact the DEP Director of Water Quality and the Chiefs of the Water Quality Directorate, Bureau of Water Supply.

NOTIFICATION – EXTERNAL

The Director of Water Quality for the DEP Bureau of Water Supply or designee will affirmatively contact by email and/or phone the key individuals for the involved agencies:

- NYCDOHMH's Bureau of Communicable Disease (BCD) and its Bureau of Environmental Sciences and Engineering (BESE),
- NYSDOH Bureau of Water Supply Protection/NYC Watershed Unit (BWSP/NYCWU),
- USEPA's NYC Watershed Team (NYCWT).
- See Appendices I (notification flow chart) and II (contact information). The key individuals are responsible for notifying personnel and coordinating within their respective agencies.

DATA COMPILATION

DEP will assemble all available relevant water quality, water system operations, meteorological data, and protozoan data (*Giardia* and *Cryptosporidium*). DOHMH will provide relevant disease/syndromic surveillance information for the period surrounding the sampling date (taking into account the incubation period for *Giardia* or for *Cryptosporidium*). These data will be assembled and reviewed by staff at the NYCDOHMH and DEP. Appendix III

⁴ All Action Levels are based upon an approximately 50L sample

provides a list of representative parameters to be considered for review. The data review will include water quality and other data both for Hillview Reservoir and Kensico Reservoir.

TREATMENT INFORMATION

DEP will also assemble and review information concerning the status of UV disinfection and chlorine disinfection from Kensico through to the distribution system entry points.

PATHOGEN MONITORING AT HILLVIEW

DEP will conduct additional monitoring at Hillview Site 3 for *Giardia* and *Cryptosporidium*, on an expedited basis.

- Duplicate samples should be collected, to be archived and analyzed in the event that the repeat sample has a high number of oocysts.
- Matrix spikes will be collected and analyzed with resamples

FURTHER ACTION DETERMINATION

To determine if any further action is warranted, as soon as possible after notification, the DEP's Water Quality Directorate (WQD) will confer with:

- NYCDOHMH's Bureau of Communicable Disease (BCD) and its Bureau of Environmental Sciences and Engineering (BESE),
- NYSDOH Bureau of Water Supply Protection/NYC Watershed Unit (BWSP/NYCWU), and
- USEPA's NYC Watershed Team (NYCWT).

Further actions to consider:

- No further action;
- Additional sampling of source waters, HVR uptakes and/or downtakes;
 - duplicate samples should be collected, to be archived and analyzed in the event that the repeat sample has a high number of oocysts
 - matrix spikes are required with all resamples
- Expedited sample processing times (to more rapidly assess any trends and determine the need for more frequent monitoring);
- An expedited sanitary survey at HVR;
- Calculation of CT Inactivation Ratios for secondary disinfection;
- Consideration will be given to analyzing and/or genotyping fecal matter collected at Hillview Reservoir for *Cryptosporidium* and/or *Giardia*;
- Escalation to AL-2, or to any of the actions included in AL-2.

Consider Context

- In deciding if additional actions are warranted, the data will be evaluated with respect to historic seasonal and temporal trends.

ACTION LEVEL 1: DE-ESCALATION PLAN

If results from a subsequent sampling event indicate that *Giardia* concentrations have dropped below 7 cysts/50 L or that *Cryptosporidium* concentrations have dropped below 4 oocysts/50L:

DATA REVIEW

All available relevant water quality, water system operations, meteorological data and disease/syndromic surveillance information for the period surrounding the sampling date will again be reviewed by staff at the NYCDOHMH and DEP (See Appendix III).

DEACTIVATION DETERMINATION

DEP's BWS/WQD will confer with NYCDOHMH's BCD and BESE, the NYSDOH BWSP/NYCWU, and USEPA NYCWT. If data from successive *Giardia* and *Cryptosporidium* sample(s), disease/syndromic monitoring and other data indicate there is no need for continued response actions under Action Level 1, these data will be presented during the conference call and the Action Level 1 alert will be rescinded or modified, as appropriate. If data are pending during the joint-agency deactivation conference call, the parties to the call may make a determination proactively whether the alert activation would be continued or rescinded depending on different potential future sampling or data collection outcomes; thus the continued event activation or deactivation would be able to occur without the necessity of an additional conference call.

AFTER ACTION REPORT

An After Action Report on the activation of this Plan will be prepared by DEP and submitted to NYSDOH and USEPA after the return to "No Action" status.

DISEASE/SYNDROMIC SURVEILLANCE

Information will continue to be collected and reviewed with heightened attention even after CGAP deactivation, for a period deemed appropriate by DOHMH/BCD and DEP, taking into account the date(s) of the elevated pathogen result(s), and the incubation period for *Giardia* and/or for *Cryptosporidium*, as appropriate. (This period will most likely be for approximately two weeks following the elevated *Giardia* and/or *Cryptosporidium* levels, unless determined otherwise). If any public health surveillance findings of significant concern are observed, DOHMH/BCD will immediately report such findings to DEP, and DEP will immediately report such to NYSDOH/BWSP/NYCWU, USEPA NYCWT, and NYCDOHMH BESE. DOHMH/BCD will also provide a summary report on the findings to DEP following the event, and in a timeframe agreed upon by DEP and DOHMH. A summary of syndromic findings will be included in the above-mentioned After Action Report.

ACTION LEVEL 2: >15 *GIARDIA* CYSTS OR > 6 *CRYPTOSPORIDIUM* OOCYSTS DETECTED - SITE 3

Follow steps in the No-Action Level above.

ADDITIONAL PATHOGEN MONITORING

DEP will immediately conduct additional monitoring for *Giardia* and *Cryptosporidium* at a minimum frequency of three times per week (one routine sample plus two additional samples), at Hillview Reservoir and the upstream source water keypoints, with expedited processing time, to the extent practicable. The first sample will be collected within 24 hours of notification. Resamples will be collected in duplicate along with a matrix spike. The duplicate sample will be archived and analyzed in the event that the repeat sample has a high number of oocysts. If resamples are positive, samples may also be collected at Hillview Site 1 to help ascertain if HVR is the source of the pathogens.

NOTIFICATION – INTERNAL

Immediately following the detection of Action Level 2 (AL-2) levels of cysts or oocysts, the DEP Pathogen Laboratory Director will affirmatively contact the DEP Director of Water Quality and the Chiefs of the Water Quality Directorate to start the process of assembling appropriate data for review.

NOTIFICATION – EXTERNAL

The Director of Water Quality for the DEP Bureau of Water Supply or designee will affirmatively contact by email and/or phone the key individuals for the involved agencies:

- NYCDOHMH's Bureau of Communicable Disease (BCD) and its Bureau of Environmental Sciences and Engineering (BESE),
- NYSDOH Bureau of Water Supply Protection/NYC Watershed Unit (BWSP/NYCWU), and
- USEPA's NYC Watershed Team (NYCWT).
- See Appendices I (notification flow chart) and II (contact information). The key individuals are responsible for notifying personnel and coordinating within their respective agencies.

TREATMENT DETERMINATION

Upon notification that *Giardia* levels have triggered an AL-2 response, the DEP Director of Water Quality for the Bureau of Water Supply will consult with staff and make a determination whether to raise secondary chlorine disinfection levels.

DATA COMPILATION

All available relevant water quality, water system operations, meteorological data, and disease/syndromic surveillance information for the period surrounding the sampling date (taking into account the incubation period for *Giardia* or for *Cryptosporidium*) will be assembled and reviewed (see Appendix III for parameters to be considered). DEP and NYCDOHMH will evaluate any unusual (or otherwise significant) findings, events, or water system operating conditions. Information will be sent to relevant DEP and NYCDOHMH personnel.

CONSIDER CONTEXT - In deciding if additional actions are warranted, the data will be evaluated with respect to historic seasonal and temporal trends.

WILDLIFE AND SANITARY INSPECTIONS

Census data and other data collected as part of DEP's enhanced wildlife management program and the results of recent sanitation inspections implemented under the Hillview Reservoir AOC will also be evaluated.

HILLVIEW RESERVOIR VISUAL INSPECTION

DEP will conduct a visual inspection of Hillview Reservoir to qualitatively assess and document possible issues associated with existing sanitary barriers. This will include, but not be limited to documenting:

- visual evidence of increased presence of waterfowl, birds, and other wildlife in/near the Reservoir;
- evidence of fecal matter in or near the reservoir;
- visual inspection of wiring, fencing and other barriers to wildlife.

CONFERENCE CALL

Deputy/Assistant Commissioners or their designees and appropriate managers and staffs of DEP (BWS) and NYCDOHMH (BCD and BESE) will confer as soon as possible.

BOIL WATER CONSIDERATION

The Deputy/Assistant Commissioners or their designees and staff will apprise the Commissioners of DEP and NYCDOHMH of a possible pending boil water situation.

PUBLIC NOTIFICATION PREPARATION

The Deputy/Assistant Commissioners or their designees, in conjunction with public affairs staff from each agency will initiate preparation of public notification materials (fact sheets in Appendix IV and notification templates in Appendix V).

FURTHER ACTION

Based on consideration of all available relevant information and data (see Appendix III), the Deputy/Assistant Commissioners or their designees and staff, in consultation with NYSDOH (BWSP), and USEPA (NYCWT) will decide:

- whether to notify the general public, and/or certain subpopulations, and/or health care provider organizations;
- whether to undertake any other response actions (e.g. activation of the DEP Crisis and Consequence Management Plan);
- whether to consult with the Commissioners of DOHMH, DOH and DEP for escalation to a boil water advisory (in the event of a boil water advisory, may refer to the New York City Drinking Water E. coli Action Plan);
- the form, content and mechanism for effectively and rapidly communicating with the public; and
- whether there are potential concerns or issues with the existing sanitary barriers and BMPs implemented at Hillview Reservoir under the Hillview Reservoir AOC, which might have contributed to the elevated levels of *Cryptosporidium* or *Giardia*, and whether additional corrective actions are required.
- Corrective action may include minimizing flow through, or by-passing one basin at Hillview Reservoir.

ACTION LEVEL 2: DE-ESCALATION PLAN

If results from two successive sampling events indicate that *Giardia* concentrations have dropped below 16 cysts/50 L or that *Cryptosporidium* concentrations have dropped below 7 oocysts/50 L, de-escalation may occur as follows:

DATA REVIEW

All available relevant water quality, water system operations, meteorological data and disease/syndromic surveillance information for the period surrounding the sampling date will again be reviewed by staff at the NYCDOH and DEP.

DEACTIVATION DETERMINATION

DEP's BWS/WQD will confer with NYCDOHMH's BCD and the BESE; the NYSDOH BWSP/NYCWU; and USEPA NYCWT. If data from *Giardia* and *Cryptosporidium* resample(s), disease/syndromic monitoring and other data indicate there is no need for continued response actions under Action Level 2, these data will be presented during the conference call and the Action Level 2 alert will be rescinded or modified, as appropriate. If data are pending during the joint-agency deactivation conference call, the parties to the call may make a determination proactively whether the alert activation would be continued or rescinded depending on different potential future sampling or data collection outcomes; thus the continued event activation or deactivation would be able to occur without the necessity of an additional conference call.

DEACTIVATION NOTIFICATION

Commissioners, Deputy Commissioners, Public Affairs, USEPA, and NYSDOH will be notified.

Any parties notified of the alert will be informed that the alert has been rescinded (e.g. via the Health Advisory Notification (HAN), postings on NYC websites).

AFTER ACTION REPORT

An After Action Report on the activation of this Plan will be prepared and submitted to NYSDOH and USEPA after the return to "No Action" status.

DISEASE/SYNDROMIC SURVEILLANCE

Information will continue to be reviewed with heightened attention after CGAP deactivation, for a period deemed appropriate by DOHMH/BCD and DEP -- taking into account the date(s) of the elevated pathogen result(s), and the incubation period for *Giardia* and/or for *Cryptosporidium*. (This period will most likely be for approximately two weeks following the elevated pathogen level.) If any public health surveillance findings of significant concern are observed, DOHMH/BDC will immediately report such findings to DEP, and DEP will immediately report such to the key contacts at NYCDOHMH, NYSDOH, and USEPA. DOHMH/BCD will also provide a summary report on the findings to DEP following the event, and in a timeframe agreed upon with DEP. A summary of syndromic findings will be included in the After Action Report.








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APPENDIX II





FLOW CHART FOR INTERAGENCY COMMUNICATION

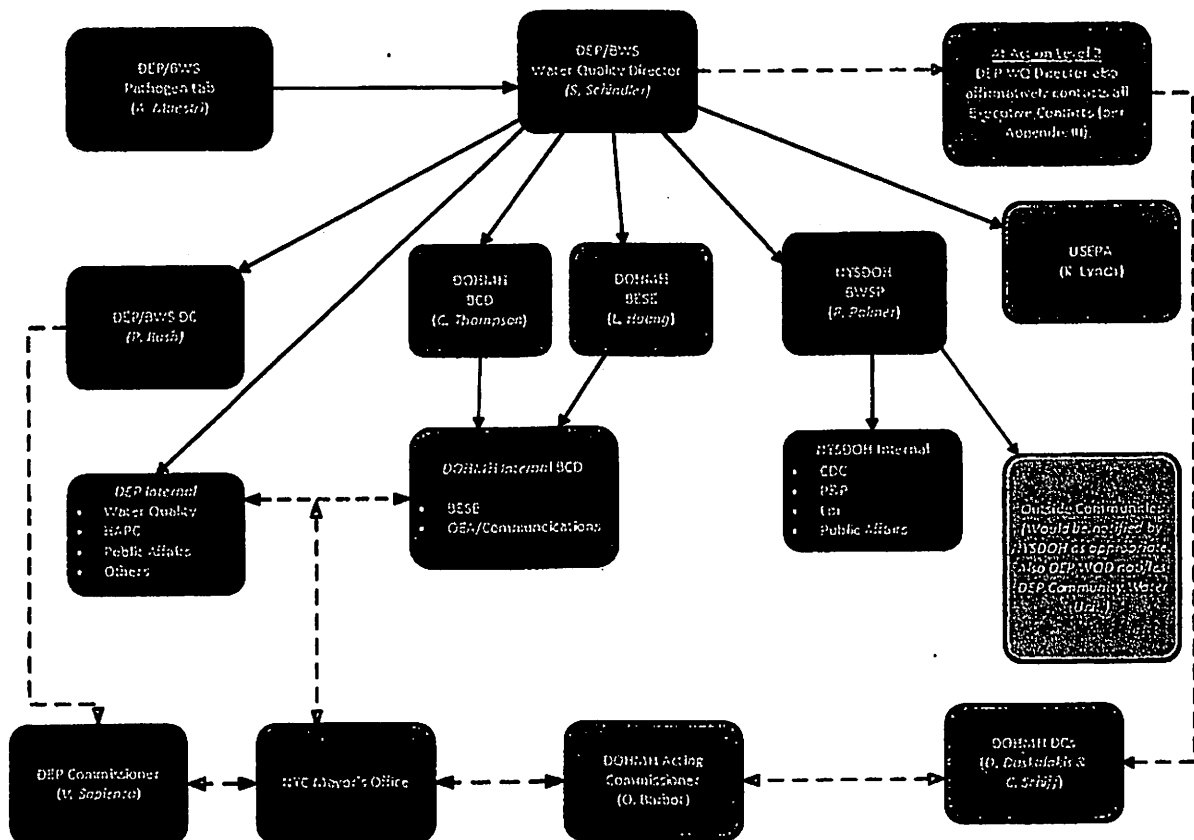
- If primary contact cannot be reached, seek alternate. Ensure notification continues down flow chart to reach next party.
- See APPENDIX II for contact details & for internal notification lists for each agency.

BOXES:

	NYC DEP		USEPA
	NYS DOH		NYC Mayor's Office
	NYCDOHMH		Outside Communities
	Action Level 2		

ARROWS:

Notification by E-mail (phone, alternate)	
Notification if needed	
Collaboration on Public/Press info	
Additional Notification for Action Level 2	



CONTACT INFORMATION FOR INTERAGENCY COMMUNICATION

NOTES: Primary Contacts are marked by "1". These individuals or their designees shall ensure that appropriate personnel within their agencies are notified. Executive contacts, marked with "2" will be affirmatively contacted by DEP for Action Level 2 events.

NYCDEP (DEP) 38th St. Emergency Command Center: 212-689-1520/1670)

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APPENDIX - III

DATA COMPILATION FORM FOR DEP AND DOHMH

This form is to facilitate the compilation of relevant information – i.e., water quality, water system and disease/syndromic surveillance results --for review during CGAP event conference calls. Current data for the parameters below should be interpreted in the context of historical records and seasonal trends.

DATE OF DATA COMPILATION: _____

WATERSHED WATER QUALITY AND OPERATIONS

Site	Date of sample collection	Crypto	Giardia	Total Coliform	Fecal Coliform	Turbidity
DEL17 (Kensico Inflow)						
DEL18DT(Kensico Outflow)						
Other locations? (see "B" for Hillview sites)						

- Treatment operations/disruptions (chlorine residuals, CT IAR changes, at Kensico Reservoir; UV plant information). Include date & any other relevant details;
- Spills, overflows or other failures in watershed wastewater infrastructure or other events in the watershed which could potentially result in microbial contamination of the water supply;
- Wildlife data – Kensico (and any changes observed over time);
- *Cryptosporidium* and/or *Giardia* supplemental data or additional analysis, if any;
- Meteorological data (i.e., storm events upstream of sampling points);
- QA/QC data (lab blanks and matrix spikes).
- Consideration can be given to DAPI staining, and reviewing staining characteristics and trends. If DAPI is performed, negative DAPI will not be used to rule out the presence of *Cryptosporidium* oocysts.

HILLVIEW & DISTRIBUTION WATER QUALITY AND OPERATIONS

Site	Date of Sample Collection	Crypto	Giardia	Total Coliform	E. coli	Turbidity
Hillview Site 1						
Hillview Site 3						
Distribution sites						

- Changes or disruptions in water system operations (flow changes, operational mode changes, valve operations). Indicate what, where, dates, & info source (BWSO Ops, Police, BEDC, Contractors): [Contact person: Chief, BWS Upstate/Eastern Operations].
- Any treatment operations/disruptions (chlorine residuals, CT IAR changes) at Hillview. Include date & any other relevant details.

- Any spills, overflows or other failures in watershed wastewater infrastructure or other events event in the watershed which could result in microbial contamination of the water supply;
- Wildlife data – Hillview (and any changes observed over time);
- Customer complaints called to DEP or to DOHMH (assess nature and location of any complaints);
- QA/QC data (lab blanks and matrix spikes);
- Consideration can be given to DAPI staining, and reviewing staining characteristics and trends. If DAPI is performed, negative DAPI will not be used to rule out the presence of *Cryptosporidium* oocysts.

DISEASE/SYNDROMIC SURVEILLANCE PARAMETERS

DOHMH/BCD (or BWS/HAPC as alternate) to provide overall impression based on public health data. Indicate if any changes have occurred and dates.

- Cryptosporidiosis and giardiasis case surveillance data;
- Emergency department data;
- Pharmacy sales (anti-diarrheal medications) surveillance data (Pharmacy OTC Dashboard data from DOHMH);
- Nursing home outbreak surveillance data;
- Clinical lab surveillance data: (see Clinical Lab Stool Specimen Submission Charts from DOHMH).

Note: Review of disease/syndromic surveillance should take into consideration incubation periods for these infections, as appropriate. Also, review of above-noted public health information should be continued with heightened attention even after CGAP deactivation, for a period deemed appropriate by DOHMH/BCD and DEP.

APPENDIX - IV

CRYPTOSPORIDIOSIS FACT SHEET

<https://www1.nyc.gov/site/doh/health/health-topics/cryptosporidiosis.page>

WHAT IS CRYPTOSPORIDIOSIS?

Cryptosporidiosis is a diarrheal illness caused by the microscopic parasite *Cryptosporidium*, which until 1976 was not known to cause disease in humans. In 2008, there were 107 cases reported among New York City residents (rate of 1.3 cases per 100,000 persons).

WHO GETS CRYPTOSPORIDIOSIS?

Anyone can get cryptosporidiosis. However, it causes more severe illness in persons with HIV/AIDS and others with impaired immune systems, such as people receiving cancer chemotherapy and transplant patients on immunosuppressive drugs.

HOW IS CRYPTOSPORIDIOSIS SPREAD?

Infected animals and humans have *Cryptosporidium* in their digestive systems. The parasite is passed in the stool (feces) of an infected person or animal as an oocyst (egg-like form of the organism). When it is outside the body it is protected by an outer shell and can live in the environment for long periods of time.

- People become infected by ingesting the organism.
- Infection can occur by touching stool or objects contaminated by stool and then touching the mouth with unwashed hands.
- Persons and animals can also become infected by drinking water or by eating raw or undercooked food that is contaminated with stool from infected animals or persons.
- Some people have become sick after swimming in public pools contaminated with stools from infected persons.
- Sexual activity in which the mouth or hand may come into contact with a partner's anus or stool presents a risk. It may take very few oocysts to cause infection.

WHAT ARE THE SYMPTOMS OF CRYPTOSPORIDIOSIS?

The most common symptoms are watery diarrhea and abdominal cramping. Vomiting, low-grade fever, loss of appetite, weight loss, and dehydration may occur. In persons with healthy immune systems, symptoms may last about 1 to 2 weeks. In persons with weakened immune systems, especially persons with HIV/AIDS, the infection may lead to prolonged illness. Some people infected with *Cryptosporidium* may not have any symptoms.

HOW SOON AFTER INFECTION DO SYMPTOMS APPEAR?

Symptoms usually appear within 2 to 10 days after exposure, with an average of 7 days.

HOW IS CRYPTOSPORIDIOSIS DIAGNOSED?

If your doctor suspects cryptosporidiosis, you will be asked to submit one or more stool samples. Diagnosis is made by examining the stool under a microscope or by using special detection tests for *Cryptosporidium*. The test for *Cryptosporidium* must be specifically requested by your doctor. Sometimes, several stool samples obtained on different days are necessary, since the number of *Cryptosporidium* parasites shed in the stool varies from day to day.

WHAT IS THE TREATMENT FOR CRYPTOSPORIDIOSIS?

- People with healthy immune systems usually get well without treatment.
- People with diarrhea should drink plenty of fluids.
- Young children and pregnant women may be more susceptible to the dehydration resulting from diarrhea, so it is especially important that they drink plenty of fluids while ill.

Currently, there is no standard treatment for cryptosporidiosis. One drug, nitazoxanide, has been approved for the treatment of diarrhea caused by *Cryptosporidium* in people who are not immunocompromised. For people living with AIDS, antiretroviral therapy that improves immune status can decrease or eliminate symptoms. Symptoms may recur if immune status worsens. Persons with cryptosporidiosis should consult with their health care provider regarding treatment options.

SHOULD AN INFECTED PERSON BE EXCLUDED FROM WORK OR SCHOOL?

Since the *Cryptosporidium* parasite is passed in the stool, people with active diarrhea who are unable to control their bowel habits (for example, infants, young children, and certain disabled individuals) may need to be excluded from group settings where they may present a risk to others. Most infected people may return to work or school when their stools become formed as long as they wash their hands thoroughly after using the toilet. Food handlers, certain health care workers, employees and children in day care, pre-kindergarten and kindergarten settings must obtain approval from the Health Department before returning to their routine activities, even if they are not having diarrhea. This requires follow-up stool testing to be sure that they are no longer infectious.

HOW CAN CRYPTOSPORIDIOSIS BE PREVENTED?

The following measures for preventing cryptosporidiosis are recommended:

PRACTICE GOOD HYGIENE.

- Always thoroughly wash hands with soap and warm running water before touching food, after using the toilet or changing diapers, after handling animal stools, and after gardening or other direct contact with soil.
- If you work in a child-care center where you change children's diapers, wash your hands carefully between changing each child's diapers. When using gloves, wash your hands and change gloves between each child.
- If you take care of persons with cryptosporidiosis, or persons who have diarrhea, wash your hands after bathing patients, emptying bedpans, changing soiled linen, or otherwise coming in contact with stool.

AVOID WATER THAT MAY BE CONTAMINATED.

- Do not drink water directly from streams, lakes, springs or swimming pools.
- Heat water to a rolling boil for 1 minute whenever you are unsure of the safety of a drinking water source.

- Carefully dispose of sewage wastes so as not to contaminate surface water or ground water.
- Comply fully with water advisories whenever issued by public health or government authorities.

AVOID FOOD THAT MAY BE CONTAMINATED.

- Avoid eating unwashed fruits and vegetables, and drinking unpasteurized milk or other milk products that are not pasteurized. Unpasteurized apple cider has also caused infection in the past.

TAKE EXTRA CARE WHEN TRAVELING.

- If you travel to developing countries, you may be at greater risk for cryptosporidiosis because of poorer water treatment and food sanitation. Avoid raw fruits and vegetables that you did not peel or wash yourself, unboiled tap water, ice made from unboiled tap water, unpasteurized dairy products, and items purchased from street vendors.

PROTECT YOURSELF AND OTHERS.

- If you have cryptosporidiosis, wash your hands often to prevent spreading the disease to other people.
- If you have diarrhea, protect others by not swimming. Persons with diarrhea should not use public swimming facilities. If you have cryptosporidiosis, you should not swim in any recreational water for at least 2 weeks after diarrhea stops. You can pass *Cryptosporidium* in your stool and contaminate water for several weeks after your symptoms have ended. *Cryptosporidium* can survive in chlorine-treated swimming pools.
- Sexual practices that may result in hand or mouth contact with stool, such as anal sex, touching the anus, or oral-anal sex ("rimming"), increase the risk for cryptosporidiosis transmission. Risk of transmission may be decreased by washing thoroughly with soap and water before and after any anal contact, and by using a barrier such as a dental dam or household plastic wrap during oral-anal contact. Persons with any diarrheal illness should avoid any sexual practice that may expose a partner to their stool.

IS *CRYPTOSPORIDIUM* IN NYC WATER?

Very low levels of *Cryptosporidium* oocysts are sometimes found in public water supply sources, including in New York City's water supply reservoirs. Laboratory tests cannot yet determine if any cysts found in the water supply are alive or dead, and no one knows for sure if these very low levels can cause infection among persons with healthy immune systems or immunocompromised persons. At this time there is no evidence to suggest that there is a significant risk of cryptosporidiosis from New York City drinking water. Information on New York City source water testing results for *Cryptosporidium* is available at the NYC Department of Environmental Protection website.

For more information regarding cryptosporidiosis and drinking water, see the information below on "Extra Precautions to Avoid Cryptosporidiosis for Persons with HIV/AIDS or Other Causes of Immunosuppression."

EXTRA PRECAUTIONS TO AVOID CRYPTOSPORIDIOSIS FOR PERSONS WITH HIV/AIDS OR OTHER CAUSES OF IMMUNOSUPPRESSION

If you are HIV positive or otherwise immunocompromised, be extra careful about hand washing, carefully wash food before eating, and thoroughly cook foods that are heated before eating. Do not let raw foods contaminate other foods. Avoid drinking or accidentally swallowing water from lakes, rivers, streams, springs or swimming pools. Follow "safer sex" guidelines. Any sex act that involves hand or mouth contact with the anus or stool (feces) increases the risk for cryptosporidiosis. Oral-anal contact (rimming) is very likely to spread infection, therefore you

should avoid it, even if you and your partner wash well before. Always wash your hands well after touching your partner's anal area.

You may want to discuss the need for taking further protective measures with your medical provider.

Drinking water that is considered safe for persons with healthy immune systems may contain some *Cryptosporidium* oocysts. No one knows whether a small number of oocysts could create a risk for someone who is immunocompromised. Some researchers think that oocysts ingested while you are still relatively healthy can remain in your digestive system until your immune system is severely depressed and then cause serious illness.

IF YOU WANT GREATER ASSURANCE THAT YOUR DRINKING WATER IS SAFE TO DRINK, HERE ARE SOME OPTIONS FOR SAFER BEVERAGES:

- Heat tap water to a rolling boil for 1 minute before using. This will kill all microorganisms including *Cryptosporidium*. To avoid burning yourself, allow water to cool before pouring into a clean, dry container.
- Use boiled water for ice cubes, tooth brushing, washing vegetables that will be eaten raw, and mixing with concentrates. You do not need to use boiled water for food that will be cooked before eating. Dishes, silverware, pots, and pans may be washed with tap water as long as they are dry before being used.
- Not all available home or office water filters remove *Cryptosporidium*. Point-of-use filters with an absolute pore size of less than or equal to 1 micron in diameter will remove *Cryptosporidium*. Filters designed to remove *Cryptosporidium* will have one of the following labels: "Absolute pore size of 1 micron or smaller," "Tested and certified by the National Sanitation Foundation (NSF) Standard 53 for cyst removal," "Tested and certified by NSF Standard 53 for cyst reduction," or "Reverse osmosis." Follow manufacturer's directions for routine maintenance, and replace filters according to schedule. Filters collect microorganisms, so someone who is not immunocompromised should change filter cartridges. Anyone changing cartridges should wear gloves and wash hands afterwards.
- Bottled water is not necessarily free of *Cryptosporidium*. Bottled water from a surface water source (for example, a river or lake) offers the same risk of cryptosporidiosis as tap water from the same source unless additional treatment is provided. Bottled water can be considered free of *Cryptosporidium* if it has been filtered through an absolute 1 micron or smaller filter, or treated with reverse osmosis or distillation. Bottled water that comes from deep ground water sources (for example, well water) is less likely to contain *Cryptosporidium* than bottled water from surface water sources. Only bottled water certified by the New York State Department of Health for sale in New York should be considered. Look for the New York State Department of Health certification on the label (it will read "NYSHD Cert # ---"). A list of certified bottled waters for sale in New York along with their sources can be obtained from the New York State Department of Health by calling (518) 402-7676 or by going to the New York State Department of Health website.

GIARDIASIS FACT SHEET

<https://www1.nyc.gov/site/doh/health/health-topics/giardiasis.page>

WHAT IS GIARDIASIS?

Giardiasis, an intestinal illness, is caused by a microscopic parasite called *Giardia lamblia*. In 2008, there were 840 cases reported among New York City residents (rate of 10.2 cases per 100,000 persons).

WHO GETS GIARDIASIS?

Anyone can get giardiasis. However, it tends to occur more often in people residing in institutional settings, diaper-aged children in day care centers, child care workers, parents of infected children, foreign travelers, and individuals who drink improperly treated surface water (such as from lakes, rivers, or streams) or who swim in contaminated water. Men who have sex with men may also be at increased risk of contracting giardiasis.

HOW IS GIARDIASIS SPREAD?

The parasite is passed in the stool (feces) of an infected person or animal. When it is outside the body, it is protected by an outer shell, and can survive in the environment for long periods of time. It may contaminate soil, water, food or surfaces. People become infected by swallowing the parasite. Person-to-person transmission may occur in day care centers or other settings where hand-washing practices are poor. Sexual practices in which the mouth or hand comes into contact with a partner's anus or stool may result in spread.

WHERE ARE THE *GIARDIA* PARASITES FOUND?

Giardia has been found in infected people (with or without symptoms) and wild and domestic animals. The beaver has gained attention as a potential source of *Giardia* contamination of lakes, reservoirs, and streams, but human fecal wastes may be just as important.

WHAT ARE THE SYMPTOMS OF GIARDIASIS?

People exposed to *giardia* may experience mild or severe diarrhea, abdominal cramps, bloating, and fatigue. In some instances, there may be no symptoms at all. Fever is rarely present. Occasionally, chronic diarrhea may develop over several weeks or months, with significant weight loss. In otherwise healthy persons, symptoms may last 2 to 6 weeks.

HOW SOON AFTER INFECTION DO SYMPTOMS APPEAR?

The symptoms may appear from 3 to 25 days after exposure, but usually within 10 days.

HOW LONG CAN AN INFECTED PERSON CARRY *GIARDIA*?

The carrier stage generally lasts from a few weeks to a few months. Treatment with specific antibiotics may shorten the carrier stage.

HOW IS GIARDIASIS DIAGNOSED?

Diagnosis is made by examining the stool under a microscope or by using special detection tests for *Giardia*. Sometimes, several stool samples obtained on different days are necessary, since the number of *Giardia* parasites shed in the stool varies from day to day.

WHAT IS THE TREATMENT FOR GIARDIASIS?

Anti-infective drugs such as metronidazole, tinidazole, or nitazoxanide are often prescribed by doctors to treat giardiasis. Drug resistance or relapse may occur with any drug. Some individuals may recover on their own without medication. Although *Giardia* can infect all people, young children and pregnant women may be more susceptible to the dehydration caused by diarrhea and should drink plenty of fluids while ill.

SHOULD AN INFECTED PERSON BE EXCLUDED FROM WORK OR SCHOOL?

Since the *Giardia* parasite is passed in the stool, people with active diarrhea who are unable to control their bowel habits (for example, infants, young children, and certain disabled individuals) may need to be excluded from group settings where they present a risk to others. Most infected people may return to work or school when their stools become formed as long as they wash their hands thoroughly after using the toilet. Food handlers, certain health care workers, children in day care, pre-kindergarten or kindergarten, and employees in day care, pre-kindergarten and kindergarten must obtain approval from the Health Department before returning to their routine activities, even if they are not having diarrhea. This requires follow-up stool testing to be sure that they are no longer infectious.

HOW CAN GIARDIASIS BE PREVENTED?

The most important preventive measures include:

PRACTICE GOOD HYGIENE.

- Always thoroughly wash hands with soap and water before handling food, after using the toilet or changing diapers, after handling animal stools, and after gardening or other direct contact with soil.
- If you work in a child-care center where you change children's diapers, wash hands carefully between changing each child's diapers. When using gloves, wash your hands and change gloves between each child. If you take care of persons with giardiasis, or persons who have diarrhea, wash your hands after bathing patients, emptying bedpans, changing soiled linen, or otherwise coming in contact with stool.

AVOID WATER THAT MAY BE CONTAMINATED.

- Do not drink water directly from streams, lakes, springs or swimming pools.
- If there is a possibility of *Giardia* contamination in a drinking water source, you can make the water safe to drink by: (1) Heating water to a rolling boil for 1 minute, or (2) Using a water filter that has an absolute pore size of at least 1 micron or smaller, or one that has been National Sanitation Foundation (NSF) rated for "cyst removal."

AVOID FOOD THAT MAY BE CONTAMINATED.

- Uncooked fruits and vegetables should be washed thoroughly before being eaten.

TAKE EXTRA CARE WHEN TRAVELING.

- If you travel to developing countries, you may be at greater risk for giardiasis because of poorer water treatment and food sanitation. Avoid raw fruits and vegetables that you did not wash or peel yourself, unboiled tap water, ice made from unboiled tap water, and items purchased from street vendors.

PROTECT YOURSELF AND OTHERS.

- Carefully dispose of sewage wastes so as not to contaminate surface water or ground water.
- If you have giardiasis, wash your hands often to prevent spreading the disease to other people.
- If you have diarrhea, protect others by not swimming. Persons with diarrhea should not use public swimming facilities. If you have giardiasis, do not swim in recreational waters while experiencing diarrhea and for at least 2 weeks after the diarrhea stops. You can pass *Giardia* in your stool and contaminate water for several weeks after your symptoms have ended.
- Sexual practices that may result in hand or mouth contact with stool, such as anal sex, touching the anus, or oral-anal sex ("rimming"), increase the risk for giardiasis transmission. Risk of transmission may be decreased by washing thoroughly with soap and water before and after any anal contact, and by using a barrier such as a dental dam or household plastic wrap during oral-anal contact. Persons who are infected with giardiasis, or any diarrheal illness, should refrain from sexual activity that may expose a partner to their stool until they are effectively treated.

APPENDIX V

SAMPLE NOTIFICATION TEMPLATES

Note: The attached notification templates are draft samples only, and should not be considered final documents. Any notification would need to be modified as appropriate for a specific event, and would also require clearance by appropriate parties at both NYCDEP and NYCDOHMH, in addition to by any other appropriate agencies.

Note: Sections of the templates highlighted in YELLOW should particularly be reviewed for any modifications needed for the particular event.

TEMPLATES INCLUDED:

- Boil Water Advisory for *Giardia*
- Boil Water Advisory for *Cryptosporidium*
- Precautionary Drinking Water Advisory for Immunocompromised Patients
- Boil Water Advisory Ended



BOIL WATER ADVISORY for *Giardia*

For New York City/Location as of date

BOIL YOUR WATER BEFORE DRINKING & OTHER USES NOTED BELOW

Where: *Affected Area; presumably will be Citywide*

Issue: Recent water samples taken by NYCDEP from a key water supply reservoir (Hillview) have shown an increase in *Giardia* cyst levels. Whether this poses a health risk is uncertain, due to limitations in laboratory methods and other factors (for example, it is uncertain if these cysts are viable/infectious). However, as a precaution, until further notice, all persons are advised that water used for drinking, baby formula, cooking and certain other uses, should be boiled, filtered, or bottled water should be used. See additional instructions below.

What should you do? Until further notice, NYC water *note area if relevant* used for: drinking, making baby formula, making ice, brushing teeth, food preparation, and giving to pets, should be: (a) boiled (a full boil for one minute, then cooled and stored in clean container); or (b) filtered (filter with \leq one micron pore size; includes filters certified by NSF, standard #53 for cyst reduction); or (c) bottled water certified by NYSDOH for sale in NY (check label) should be used. Further details on water safety are on reverse side of this advisory, and via information sources noted below.

Giardia is a microorganism that can cause diarrhea, gas, cramps, nausea, dehydration, or other symptoms. Those at higher risk for dehydration from diarrhea may include infants, the elderly, pregnant women, and those with certain underlying medical conditions. Thus for these groups, special attention should be paid to insure adequate hydration during illness. If you experience any of the above symptoms, and they persist, you should seek medical advice. Symptoms of giardiasis typically last 2 to 6 weeks in otherwise healthy people. Many prescription medications are available to treat giardiasis. Note the above symptoms can also be caused by many sources other than waterborne microbes.

What is The City doing to resolve the issue? NYCDOHMH and NYCDEP are actively reviewing water quality, water operations, public health surveillance, and other data to assess and resolve the situation. *Expedited monitoring is being undertaken; and modified water supply operations, including increased chlorination, are being implemented to enhance microbial protection.* NYSDOH and USEPA have been notified.

How will you know when the water is safe to drink? An "End of Boil Water Advisory" will be issued. Also, check the NYC web links listed below or call 311 for updates.

Please share this information with others who drink NYC water and who may not have seen this notice.

For further information, see www.nyc.gov/dep, www.nyc.gov/health, or call 311. See reverse side for water usage and treatment tips. General info about *Giardia* and giardiasis is also available at: www.cdc.gov, www.usepa.gov/safe-water.

ADDITIONAL TIPS FOR A *GIARDIA* BOIL WATER ALERT

A) WATER USAGE TIPS

For greatest risk reduction during a Boil Water Alert, water usage precautions should be taken at all locations supplied by the affected water source – at home, work, school, and other.

Use Boiled/Filtered/Bottled Water (per below) for:	OK to use Tap Water for:	Use Caution:
<ul style="list-style-type: none"> • Drinking • Brushing Teeth • Washing fruits and vegetables • Preparing food (unless well cooked) • Mixing baby formula • Making ice • Giving water to pets 	<ul style="list-style-type: none"> • Washing clothes • Bathing (but caution not to swallow) • Flushing toilets • Washing dishes (as long as they dried well before being used) • Cooking (if water will be boiled for 1 minute or longer) 	<ul style="list-style-type: none"> • Water/soda/coffee/ice machines may use tap water • Not all home filters remove <i>Giardia</i> (see below)

B) WATER TREATMENT TIPS

BOILING WATER <ul style="list-style-type: none"> • Bring tap water to a full boil. Boil for one minute. • Allow water to cool before pouring, to avoid burn injury • Pour cooled water into a clean and dry container with a cover for storage
FILTERING WATER <ul style="list-style-type: none"> • In-home filters with an absolute pore size of ≤ 1 micron will remove <i>Giardia</i> • This would include, but is not limited to, filters that are certified by the National Sanitation Foundation (NSF) for “absolute cyst removal of particles \leq one micron”, or Standard #53 (cyst reduction). The certification seal can be found on the filter • Filters labeled “Reverse Osmosis” will also remove <i>Giardia</i> • Follow manufacturer’s directions for routine maintenance and replace filters according to schedule. • Filters commonly used for chlorine and metals removal (e.g., Brita® brand) filter are not NSF-certified for cyst reduction or removal.
BOTTLED WATER <ul style="list-style-type: none"> • Bottled water is not necessarily free of <i>Giardia</i> • Bottled water certified by the NYS Department of Health for sale in NY should be considered safe Look for the NYSDOH certification identifier on the label (NYSHD Cert. # XXXX). A list of certified bottled waters for sale in NY, along with their sources, can be obtained from the NYSDOH at 1-800-458-1158 • Bottled water holds the same risk of <i>Giardia</i> exposure as tap water from the same source unless additional treatment is provided. Bottled water can be considered <i>Giardia</i>-free if it has been treated by submicron filtration (≤ 1 micron), reverse osmosis, or distillation. Bottled water from deep ground water sources (deep well water) is more likely to be free of <i>Giardia</i> than bottled water from surface water sources, assuming the same level of water treatment.



BOIL WATER ADVISORY for Cryptosporidium

For New York City/Location as of date

BOIL YOUR WATER BEFORE DRINKING & OTHER USES NOTED BELOW

Where: *Affected Area; presumably will be Citywide*

Issue: Recent water samples taken by NYCDEP at a key water supply reservoir (Hillview) have shown an increase in *Cryptosporidium* oocyst levels. Whether this poses a health risk is uncertain, due to limitations in laboratory methods and other factors (for example, it is uncertain if these oocysts are viable/infectious). However as a precaution, until further notice, all persons are advised that water used for drinking, baby formula, cooking, and certain other uses, should be boiled or filtered, or bottled water should be used. See additional instructions below. *Cryptosporidium* poses highest risk to immunocompromised patients, especially persons living with HIV/AIDS and CD4 <200 cells/mm³.

What should you do? Until further notice, NYC water *note area if relevant* used for drinking, making baby formula, making ice, brushing teeth, food preparation, and giving to pets should be: (a) boiled (a full boil for one minute, then cooled and stored in clean container); or (b) filtered (filter with \leq one micron pore size; includes filters certified by NSF, standard #53 for oocyst reduction); or (c) bottled water certified by NYSDOH for sale in NY (check label) should be used instead. Further details on water safety are on reverse side of this advisory, and via information sources noted below.

Cryptosporidium is a microorganism that can cause diarrhea (typically, profuse watery diarrhea), cramps, nausea, headaches, or other symptoms. *Cryptosporidium* poses a special health risk for immunocompromised patients, especially persons living with HIV/AIDS and CD4 counts <200 cells/mm³. Infants, the elderly, and others with undeveloped or weakened immune systems may also be at increased risk for severe illness. If you experience any of these symptoms, and they persist, you should seek medical advice. Also, those at increased risk for dehydration, including infants, should be provided adequate hydration during illness. *Cryptosporidium* infections are typically self-limiting in persons with a healthy immune system. Note the above symptoms can also be caused by many sources other than waterborne microbes.

What is The City doing to resolve the issue? NYCDOHMH and NYCDEP are actively reviewing water quality, water operations, public health surveillance, and other data to assess and resolve the situation. *Expedited monitoring is being undertaken; and modified water supply operations are being implemented as appropriate to enhance microbial protection.* NYSDOH and USEPA have been notified.

How will you know when the water is safe to drink? An "End of Boil Water Advisory" will be issued. Also, check the NYC web links listed below or call 311 for updates.

Please share this information with others who drink NYC water and who may not have seen this notice.

For further information, see www.nyc.gov/dep, www.nyc.gov/health, or call 311. See reverse side for water usage and treatment tips. General info about *Cryptosporidium* is also available at: www.cdc.gov, www.usepa.gov/safewater.

ADDITIONAL TIPS FOR A *CRYPTOSPORIDIUM* BOIL WATER ALERT

A) WATER USAGE TIPS

For greatest risk reduction during a Boil Water Alert, water usage precautions should be taken at all locations supplied by the affected water source -- at home, work, school, and other.

Use Boiled/Filtered/Bottled Water (per below) for:	OK to use Tap Water for:	Use Caution:
<ul style="list-style-type: none"> • Drinking • Brushing Teeth • Washing fruits and vegetables • Preparing food (unless well cooked) • Mixing baby formula • Making ice • Giving water to pets 	<ul style="list-style-type: none"> • Washing clothes • Bathing (but caution not to swallow) • Flushing toilets • Washing dishes (as long as they are dried well before being used) • Cooking (if water will be boiled for 1 minute or longer) 	<ul style="list-style-type: none"> • Water/soda/coffee/ice machines may use tap water • Not all home filters remove <i>Cryptosporidium</i> (see below) • Special degree of caution for immunocompromised persons, especially with HIV/AIDS and CD4 counts <200 cells/mm³

B) WATER TREATMENT TIPS

BOILING WATER <ul style="list-style-type: none"> • Bring tap water to a full boil. Boil for one minute. • Allow water to cool before pouring, to avoid burn injury. • Pour cooled water into a clean and dry container with a cover for storage.
FILTERING WATER <ul style="list-style-type: none"> • In-home filters with an absolute pore size of ≤ 1 micron will remove <i>Cryptosporidium</i>. • This would include, but is not limited to, filters that are certified by the National Sanitation Foundation (NSF) for "absolute cyst removal of particles \leq one micron", or Standard #53 (oocyst reduction). The certification seal can be found on the filter. • Filters labeled "Reverse Osmosis" will also remove <i>Cryptosporidium</i>. • Follow manufacturer's directions for routine maintenance and replace filters according to schedule. • Filters commonly used for chlorine and metals removal (e.g., Brita® brand) filter are NOT NSF-certified for oocyst reduction or removal.
BOTTLED WATER <ul style="list-style-type: none"> • Bottled water is not necessarily free of <i>Cryptosporidium</i>. • Bottled water certified by the NYS Department of Health for sale in NY should be considered safe. • Look for the NYSDOH certification identifier on the label (NYSHD Cert. # XXX). A list of certified bottled waters for sale in NY, along with their sources, can be obtained from the NYSDOH at 1-800-458-1158. • Bottled water holds the same risk of <i>Cryptosporidium</i> exposure as tap water from the same source unless additional treatment is provided. Bottled water can be considered <i>Cryptosporidium</i>-free if it has been treated by submicron filtration (≤ 1 micron), reverse osmosis, or distillation. Bottled water from deep ground water sources (well water) is more likely to be free of <i>Cryptosporidium</i> than bottled water from surface water sources, assuming the same level of water treatment.



Precautionary Drinking Water Advisory for Immunocompromised Patients

For New York City/Location as of date

BOIL WATER SUGGESTIONS FOR DRINKING & OTHER USES NOTED BELOW

Who: This advisory is to immunocompromised patients, especially persons with HIV/AIDS and CD4 <200 cells/mm³.

Where: *Affected Area; presumably will be Citywide*

Issue: Recent water samples taken by NYCDEP from a key water supply reservoir (Hillview) have shown an increase in *Cryptosporidium* oocyst levels. Whether this poses a health risk is uncertain, due to limitations in laboratory methods and other factors (for example, it is uncertain if these oocysts are viable/infectious). However as a precaution, until further notice, all persons at heightened risk of *Cryptosporidium* infection – e.g., immunocompromised persons, especially persons living with HIV/AIDS and CD 4 counts <200 -- are advised to take certain precautions with regard to tap water usage.

What should you do? Until further notice, persons at heightened risk of *Cryptosporidium* infection, and who use tap water, are advised to take precautions when using water for: drinking, making ice, brushing teeth, food preparation, making baby formula, and giving to pets. Tap water used for such purposes should be boiled or filtered, or bottled water should be used, at this time, per instructions on reverse side of this sheet. Also further information is available via sources noted below.

Cryptosporidium is a microorganism that can cause diarrhea (typically, profuse watery diarrhea), cramps, nausea, headaches, or other symptoms. *Cryptosporidium* poses a special health risk for immunocompromised patients, especially persons living with HIV/AIDS and CD4 counts <200 cells/mm³. If you experience any of these symptoms, you should consult with your doctor. *Cryptosporidium* infections are typically self-limiting in persons with a healthy immune system. Infants, the elderly, and others with undeveloped or weakened immune systems may be at increased risk for prolonged or heightened symptoms, including dehydration. Water precautions are advised at this time, per above. However, for general health protection, note that *Cryptosporidium* exposure can also be via: travel, certain high-risk sexual practices, contact with ill humans or pets, contaminated food or water and recreational water contact.

What is The City doing to resolve the issue? NYCDOHMH and NYCDEP are actively reviewing water quality, water operations, public health surveillance, and other data to assess and resolve the situation. *Expedited monitoring is being undertaken; and modified water supply operations are being implemented as appropriate to enhance microbial protection.* NYSDOH and USEPA have been notified.

How will you know when the water is safe to drink? An "End of Boil Water Advisory" notice will be issued. Also, check the NYC web links listed below or call 311 for updates.

Please share this information with persons at heightened risk – i.e., immunocompromised persons, particularly people living with HIV/AIDS and CD4 counts <200 cells/mm³.

For further info, see www.nyc.gov/dep, www.nyc.gov/health, or call 311. See reverse side for water usage & treatment tips. General *Cryptosporidium* info also at: www.cdc.gov, www.usepa.gov/safe water.

ADDITIONAL TIPS FOR A *CRYPTOSPORIDIUM* BOIL WATER ALERT

A) WATER USAGE TIPS

For greatest risk reduction during a Boil Water Alert, water usage precautions should be taken at all locations supplied by the affected water source – at home, work, school, and other.

Use Boiled/Filtered/Bottled Water (per below) for:	OK to use Tap Water for:	Use Caution:
<ul style="list-style-type: none"> • Drinking • Brushing Teeth • Washing fruits and vegetables • Preparing food (unless well cooked) • Mixing baby formula • Making ice • Giving water to pets 	<ul style="list-style-type: none"> • Washing clothes • Bathing (but caution not to swallow) • Flushing toilets • Washing dishes (as long as they are dried well before being used) • Cooking (if water will be boiled for 1 minute or longer) 	<ul style="list-style-type: none"> • Water/soda/coffee/ice machines may use tap water • Not all home filters remove <i>Cryptosporidium</i> (see below) • Special degree of caution for immunocompromised persons, especially with HIV/AIDS and CD4 counts <200 cells/mm³

B) WATER TREATMENT TIPS

BOILING WATER <ul style="list-style-type: none"> • Bring tap water to a full boil. Boil for one minute. • Allow water to cool before pouring, to avoid burn injury. • Pour cooled water into a clean and dry container with a cover for storage.
FILTERING WATER <ul style="list-style-type: none"> • In-home filters with an absolute pore size of ≤ 1 micron will remove <i>Cryptosporidium</i>. • This would include, but is not limited to, filters that are certified by the National Sanitation Foundation (NSF) for "absolute cyst removal of particles \leq one micron", or Standard #53 (cyst reduction). The certification seal can be found on the filter. • Filters labeled "Reverse Osmosis" will also remove <i>Cryptosporidium</i>. • Follow manufacturer's directions for routine maintenance and replace filters according to schedule. • Filters commonly used for chlorine and metals removal (e.g., Brita® brand) filter are NOT NSF-certified for cyst reduction or removal.
BOTTLED WATER <ul style="list-style-type: none"> • Bottled water is not necessarily free of <i>Cryptosporidium</i>. • Bottled water certified by the NYS Department of Health for sale in NY should be considered safe. • Look for the NYSDOH certification identifier on the label (NYSHD Cert. # XXX). A list of certified bottled waters for sale in NY, along with their sources, can be obtained from the NYSDOH at 1-800-458-1158. • Bottled water holds the same risk of <i>Cryptosporidium</i> exposure as tap water from the same source unless additional treatment is provided. Bottled water can be considered <i>Cryptosporidium</i>-free if it has been treated by submicron filtration (≤ 1 micron), reverse osmosis, or distillation. Bottled water from deep ground water sources (well water) is more likely to be free of <i>Cryptosporidium</i> than bottled water from surface water sources, assuming the same level of water treatment.



NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE
Mary T. Bassett, MD, MPH
Commissioner

2017 Alert XX

Boil Water Advisory Ended

- Recent water samples at NYC's reservoirs have shown undetectable levels of *Cryptosporidium* oocysts and all persons may resume consuming water as previously
 - City water undergoes UV treatment and is felt to be safe, however patients with CD4 counts <200 cells/mm³ may always wish to take precautions when consuming tap water
- DOHMH requests increased testing for *Cryptosporidium* over the next 3 weeks (until date) in patients presenting with prolonged watery diarrhea.
 - Tests for *Cryptosporidium* are not included in standard ova and parasite (O&P) testing and must be specifically requested [further details below]
- If you observe increase number of patients with watery diarrhea, please contact the New York City Department of Health and Mental Hygiene (1-866-692-3641)

Please Share this Alert with All Primary Care, Family Medicine, Emergency Medicine, Internal Medicine, Pediatrics, Infectious Disease, Laboratory Medicine, Pathology, Critical Care and Infection Control Staff in Your Facility

DATE

Recent water samples at New York City's reservoirs have shown undetectable levels of *Cryptosporidium* oocysts following an initial detection on DATE. The City Department of Health and Mental Hygiene (DOHMH) and Department of Environmental Protection (DEP) are assessing water quality data, water operations and disease surveillance information to continue monitoring the situation. New Yorkers can now use tap water for drinking, brushing teeth and making ice. Please share this information with your patients.

Other water testing parameters, including fecal coliforms, are within acceptable levels. Disease surveillance data do not show any evidence of an increase in gastrointestinal illness at this time. Given the incubation period for *Cryptosporidium* incubation (1-12 days, average 7 days), it is too early to see a concerning increase in gastrointestinal illness reports. *Cryptosporidium* is reportable to the DOHMH under the New York City Health Code.

City water undergoes UV treatment. However, severely immunocompromised patients including those with CD4 counts <200 cells/mm³ may wish to always use precautions with tap water generally. This would include boiling for one minute, using approved filtration devices or using bottled water.

In an effort to monitor early increases in diarrheal illness, the DOHMH has several other surveillance systems in place. The DOHMH monitors the sales of over-the-counter antidiarrheal medications at designated pharmacies, tracks the total number of stool submissions to designated clinical laboratories for bacterial culture and sensitivity and ova and parasite testing, tracks the daily number of emergency department visits for diarrheal illness and monitors gastro-intestinal outbreaks among residents in nursing homes. The DOHMH will continue to monitor these systems closely.

While the health risk to the general population is unknown, certain populations including those with immunocompromising conditions such as *patients with HIV/AIDS and especially those with CD4 counts less than 200 cells/mm³*, are especially vulnerable to infection with *Cryptosporidium*. Treatment may be indicated in certain persons. Although nitazoxanide may be used, for HIV/AIDS patients with CD4 counts less than 200 cells/mm³, its efficacy has not been proven in this population; boosting of immune status through treatment with HAART will provide the most benefit.

The DOHMH requests that providers increase testing for *Cryptosporidium* in patients presenting with severe diarrhea over the next 3 weeks (until date) and report any increase or clustering in diarrheal disease to the DOHMH. Most clinical laboratories do not perform *Cryptosporidium* testing as part of a routine ova and parasite examination so you must specifically request testing for *Cryptosporidium* (e.g., modified acid fast staining, immunofluorescent antibody staining, ELISA or PCR tests such as BioFire) as well as ova and parasite testing and bacterial culture and sensitivity. All positive tests should be reported routinely to the DOHMH. If you observe an increased number of patients presenting with watery diarrhea or diagnosed with cryptosporidiosis, please contact DOHMH immediately:

Provider Access Line: 1-866-NYC-DOH1 (1-866-692-3641)
Poison Control Center: 1-800-222-1222

APPENDIX - VI

ADDITIONAL RESOURCES

- NYC Drinking Water *E. coli* Action Plan*
- NYCDEP Water Supply System Emergency Response Plan*
- NYCDEP Crisis and Consequence Management Plan*
- NYCDEP BWS Incident Management Team*
- NYCDEP BWS Communications Plan*
- NYCDEP "Contamination Warning System Demonstration Pilot Project" / Operational Strategy (2012) (EPA grant funded project)
- "Drinking Water Advisory Communication Toolbox" (by CDC, USEPA, AWWA, and DHHS) (includes: "Comprehensive List of Q&A's for Boil Water Advisories", sample communication/notification templates, and other). Updated 2016 (<https://www.cdc.gov/healthywater/emergency/dwa-comm-toolbox/index.html>)
- "Revised Public Notification Handbook", USEPA, March 2010, and related documents at: <https://www.epa.gov/dwreginfo/public-notification-rule-compliance-help-water-system-owners-and-operators>
- [www/cdc.gov](http://www.cdc.gov)
- [www/usepa.gov](http://www.usepa.gov) (e.g., <https://www.epa.gov/waterqualitysurveillance>)

* These plans have restricted distribution and are available to authorized individuals on NYCDEP BWS Emergency Planning SharePoint Site. (DEP staff can contact P. Bennett of BWS/Emergency Planning about access to these plans).

Appendix B – Water Quality Benefit Project

In accordance with paragraph 11.a. of the Consent Judgment, the City proposes to implement the WQBP described below. The State and the City agree that the WQBP described below is in accordance with New York State Finance Law Section 4, insofar as the money is being used to prevent, abate, restore, mitigate, or control an identifiable instance of prior or ongoing water pollution. NYS DOH approves the WQBP described below (“Approved WQBP”).

i. The City will establish a redundant Supervisory Control and Data Acquisition (SCADA) control center at the Catskill-Delaware Ultraviolet Disinfection Plant. This control center will allow for continuous resilient operations of the entire DEP Bureau of Water Supply (BWS) SCADA system in the event of a failure of the primary control center in Grahamsville, New York. The redundant SCADA system will allow for the continuous monitoring and control of the City’s water supply system to ensure continuous delivery of an adequate supply of high quality water to Hillview Reservoir at all times.

ii. The redundant SCADA system will include the following components: fault tolerant SCADA server for redundant control location; fault tolerant historian server for redundant control location; work stations for redundant control location; installation of licensed software; control center and hardware with secure communications to the existing BWS SCADA network including paths between all servers to synchronize data, and access to poll data directly from all field devices throughout the City’s water supply system.

iii. The City shall issue a Notice to Proceed for the Approved WQBP by December 31, 2021. The City shall substantially complete the Approved WQBP by December 31, 2022.

iv. The City certifies that the Approved WQBP is a project that the City is not legally required to implement, that the City does not currently plan to implement, and that the City has not funded in its current budget.

Appendix C

**New York City
Department of Environmental Protection**



**Enhanced Wildlife Management Plan
For Hillview Reservoir**

December 21, 2018

**Prepared by Steven C. Schindler
Director, Water Quality**

**Vincent Sapienza, P.E., Commissioner
Paul V. Rush, P.E., Deputy Commissioner, Bureau of Water Supply
Steven C. Schindler, Director of Water Quality**

Revision History

Revision Number	Revision Date	Revisions made (Such as the section that was changed, the reason for the change, etc., as appropriate.)
01		

Enhanced Wildlife Management Plan for Hillview Reservoir

1. Background

In January of 2006, the United States Environmental Protection Agency (EPA) promulgated the Long Term 2 Enhanced Surface Water Treatment Rule of the Federal Safe Drinking Water Act (LT2ESWTR). The purpose of the LT2ESWTR is to reduce illness linked to *Cryptosporidium* and other pathogens in drinking water. The Rule supplements existing regulations by requiring additional *Cryptosporidium* treatment for high-risk systems, and also contains provisions to reduce risks from uncovered finished water reservoirs like New York City's Hillview Reservoir. Specifically, the LT2ESWTR requires that uncovered finished water reservoirs must either be covered, or the water from them be treated to provide 4-log virus inactivation, 3-log *Giardia* inactivation, and 2-log *Cryptosporidium* inactivation before entering the distribution system. The New York City Department of Environmental Protection (DEP) meets the treatment requirements through chlorination at Delaware Shaft 18 and ultra violet disinfection at Eastview, however since these facilities are upstream of the uncovered Hillview Reservoir in Yonkers, New York, DEP has developed a comprehensive risk mitigation plan to ensure the delivery of high quality drinking water to protect public health.

2. Objective

The objective of this Plan is to summarize the enhanced wildlife management strategies that DEP has implemented to protect public health at Hillview Reservoir.

3. Strategies

3.1 Waterfowl Management Program (WMP) – The Waterfowl Management Program (WMP) is an ongoing FAD mandate. See Revised 2007 FAD, Section 4.1 (NYSDOH 2014). The WMP was initiated in 1992 for Kensico Reservoir to identify potential effects of fecal pollution from waterbirds. In addition, an environmentally sensitive bird mitigation program was implemented to eliminate birds and prevent fecal coliform bacteria inputs which could impact water quality (DEP 2016). After the 2007 FAD, the WMP was expanded to include Hillview Reservoir.

3.2 Enhanced Wildlife Management – On May 24, 2010, EPA issued an Administrative Order on Consent (AOC) requiring DEP to design and construct a cover for Hillview Reservoir, and implement an enhanced wildlife management program at Hillview Reservoir to provide even greater protection. Pursuant to the terms of the AOC, DEP developed, and continues to implement the following enhancements

3.2.1 The frequency of bird census and harassment efforts increased to daily pre-dawn to post-dusk surveys.

3.2.2 DEP and contractor personnel perform periodic sanitation inspections of the dividing wall, catwalks, rooftops, and the grassy buffer immediately around the reservoir perimeter for wildlife droppings. In addition, binoculars and spotting scopes are used to inspect shaft buildings for bird droppings. Fecal matter observed is visually identified to species where possible, before being collected and disposed of off reservoir property.

3.2.3 DEP identifies areas on reservoir property which may be susceptible to wildlife intrusion and develops enhanced wildlife management plans as needed (e.g., mammal trapping on the dividing wall and reservoir perimeter, continued management of woodchucks along reservoir perimeter and on dikes, addition of bird deterrent wires on hand railings and use of night cameras to monitor for wildlife).

3.2.4 DEP develops and implements targeted wildlife management programs as needed (e.g., fish entrainment monitoring and removal, deterring and eliminating Cliff Swallow nests and live capturing or lethal removal of duck and other waterfowl populations).

3.2.5 DEP conducts daily inspections of the bird wire systems, and conducts maintenance and repairs as needed.

3.2.6 DEP submits monthly reports to New York State Department of Health (NYSDOH) and EPA that summarize wildlife monitoring and management efforts including bird census data, a summary of pyrotechnic usage, bird wire status and the results of additional wildlife management activities such as lethal trapping, live trapping and relocation and lethal shooting by USDA.

References

NYSDOH. 2014. New York City Filtration Avoidance Determination. Final Revised 2007 FAD. May 2014.

DEP. 2016a. Watershed Water Quality Monitoring Plan. May 2016.

DEP. 2016b. Distribution Sampling Site Plan. July 2016.

EPA. 2010. Administrative Order on Consent, Docket No. SDWA-02-2010-8027
Catskill/Delaware System, PWS ID: NY7003493

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X	
UNITED STATES OF AMERICA,	:
	:
Plaintiff,	:
	:
STATE OF NEW YORK,	:
	:
Plaintiff-Intervenor	:
	:
v.	:
	:
CITY OF NEW YORK and NEW YORK	:
CITY DEPARTMENT OF	:
ENVIRONMENTAL PROTECTION,	:
	:
Defendants.	:
-----X	

Civil Action No.: 19-CV-1519
(Dearie, J.)
(Pollak, M.J.)

AMENDMENT TO THE CONSENT DECREE AND JUDGMENT

WHEREAS, on March 18, 2019, Plaintiff United States of America (“United States”), on behalf of the United States Environmental Protection Agency (“EPA”), filed a complaint in this action and lodged a Consent Decree and Judgment by authority of Section 1414(b) of the Safe Drinking Water Act, 42 U.S.C. § 300g-3(b), (“the SDWA”). The United States alleged that Defendants had continuing violations of the SDWA and the Long Term 2 Enhanced Surface Water Treatment Rule (“LT2 Rule”), 40 C.F.R. § 141, Subpart W, an applicable requirement of the SDWA. These violations resulted from the failure of Defendants, the City of New York and the New York City Department of Environmental Protection (collectively “the City”), to cover the Hillview Reservoir, a finished water storage facility, in accordance with the provisions of 40 C.F.R. § 141.714; and

WHEREAS, on March 20, 2019, Plaintiff-Intervenor the State of New York, by and through the New York State Department of Health (“State”), filed a Complaint-in-Intervention in this action for violations of the New York State Department of Health’s Administrative Order AT 940772-CO (“the Order”). The Order was issued on February 22, 2008 pursuant to provisions of the State Sanitary Code, 10 NYCRR Part 5. The Order required the City, inter alia, to cover the Hillview Reservoir and to implement various operational changes at the Reservoir; and

WHEREAS, on May 15, 2019, the Court entered a Consent Decree and Judgment in this action (the “Consent Judgment”) (ECF Docket No. 11); and

WHEREAS, the City represents that to ensure the reliable delivery of water to City consumers and the City’s ability to meet water demand throughout the year, both the Kensico-Eastview Connection Project (“KEC”) and the Hillview Reservoir Improvements (“HRI”), as modified herein, must be completed before construction of the Hillview Cover starts; and

WHEREAS, at the time the Consent Judgment was entered in May 2019, the City believed that a new hydraulic interconnection between the Hillview Reservoir and City Tunnels No. 2 and 3 (the East Basin Interconnection (“EBI”)) should be included in the HRI schedule of the Consent Judgment; and

WHEREAS, since entry of the Consent Judgment, the City conducted the HRI Facility Planning Report and HRI Project Basis of Design Report in accordance with Milestones described in the Consent Judgment at Paragraphs 31 and 32; and

WHEREAS, as part of the HRI Facility Planning and Basis of Design analysis, the City determined that the EBI was no longer critical and necessary for construction as part of the HRI, and instead should be deferred to the Hillview Cover Project for additional analysis and development during Hillview Cover Facility Planning; and

WHEREAS, the Parties have agreed, subject to public notice and comment and Court approval, to amend the Consent Judgment to provide that the EBI will be a part of the Hillview Cover Project schedule rather than the HRI schedule; and

WHEREAS, Paragraph 159 of the Consent Judgment provides that the terms of the Consent Judgment “may be modified only by a subsequent written agreement signed by all the Parties, and where the modification constitutes a material change to this Judgment, it shall be effective only upon approval by the Court;” and

WHEREAS, the Plaintiffs believe this amendment is a material change to the Consent Judgment, although not a major modification, and accordingly seek the Court’s approval; and

WHEREAS, the Parties recognize, and the Court by entering this Amendment to the Consent Decree and Judgment (“Amendment to the Consent Judgment” “or “Amendment”) finds, that this

Amendment to the Consent Judgment has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Amendment to the Consent Judgment is fair, reasonable, and in the public interest.

NOW, THEREFORE, upon the consent of the Parties, as evidenced by the signatures of their representatives below,

IT IS HEREBY ADJUDGED, ORDERED, AND DECREED that the Consent Judgment in this action is amended in accordance with this Amendment to the Consent Judgment as follows:

I. Subparagraphs 9.s. (definition of Hillview Cover) and 9.t. (definition of Hillview Reservoir Improvements) of the Consent Judgment are amended to read as follows:

s. “Hillview Cover” shall mean the cover to be constructed in order to achieve compliance with the LT2 Rule, 40 C.F.R. §141.714, for the Hillview Reservoir. It is anticipated that the Hillview Cover will be constructed in phases, referred to herein as Hillview Cover – Site Preparation (or “Site Preparation”), Hillview Cover – East Basin (or “East Basin Cover”), and Hillview Cover – West Basin (or “West Basin Cover”). In addition, construction of a new hydraulic interconnection between the Hillview Reservoir and City Tunnels No. 2 and 3 (the East Basin Interconnection (“EBI”)) shall be included in the Hillview Cover Project, East Basin Cover phase.

t. “Hillview Reservoir Improvements Project” or “Hillview Reservoir Improvements” (“HRI”) shall mean projects at the Hillview Reservoir that the City represents are necessary prior to commencement of construction of the Hillview Cover, including Hillview chemical addition facilities and Hillview facility and flow control improvements, which will (i) improve uptake and downtake chemical storage and provide flow-paced chemical feed systems, (ii) replace sluice gates and operators which control incoming and outgoing flow and replace other mechanical flow-control

equipment, (iii) make structural/architectural/electrical improvements to existing infrastructure to allow the facility to continue operating safely and reliably, and (iv) maintain appropriate flow monitoring and chemical dosage control.

II. Paragraph 45 of the Consent Judgment (part of the Hillview Cover Facilities Planning schedule requirements) is amended to read as follows:

45. By April 30, 2025, notify the United States and the State, of 1) the City's selected type of cover for the Hillview Cover, together with a description of the benefits of the selected type of cover, 2) any modification to the City's determination that the KEC must be completed before construction of the Hillview Cover starts based on the City's analysis of hydraulic operating criteria developed during Hillview Cover facility planning, and 3) the City's evaluation of the impact, if any, on the milestones for the Hillview Cover. In addition, by April 30, 2025, provide the City's evaluation of the beneficial use and need to construct the EBI as a part of the East Basin Cover project. If the City seeks to change the requirement that it construct the EBI as part of the East Basin Cover project, the City shall seek a modification to that requirement under Section XVIII of the Consent Judgment.

III. This Amendment to the Consent Judgment shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent to this Amendment to the Consent Judgment if the comments regarding the Amendment to the Consent Judgment disclose facts or considerations indicating that the Amendment to the Consent Judgment is inappropriate, improper, or inadequate. The City consents to entry of this Amendment to the Consent Judgment without further notice and agrees not to withdraw from or oppose entry of this Amendment to the Consent Judgment


by the Court or to challenge any provision of the Amendment to the Consent Judgment, unless the United States has notified the City in writing that it no longer supports entry of the Amendment.

IV. The Effective Date of this Amendment to the Consent Judgment shall be the date on which this Amendment to the Consent Judgment is entered by the Court or a motion to enter is granted, whichever comes first, as recorded on the Court's docket. Unless and until the Amendment is entered by the Court, the Consent Judgment remains the Consent Decree and Judgment as entered on May 15, 2019, including the appendices attached thereto, which is in full force and effect. If the United States, in consultation with the State, withdraws or withholds consent to this Amendment before entry, or the Court declines to enter the Amendment, the Consent Judgment as entered on May 15, 2019, will continue to remain in effect as if this Amendment to the Consent Judgment was never filed. Upon the Effective Date of this Amendment, the Consent Judgment in this action shall be the Consent Decree and Judgment entered by the Court on May 15, 2019, including the appendices attached thereto, as amended by this Amendment to the Consent Judgment, and all requirements thereof shall be and continue in full force and effect.

V. Each undersigned representative of the City, the State, the United States Attorney for the Eastern District of New York, and the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Amendment to the Consent Judgment and to execute and legally bind the Party he or she represents to this document. This Amendment to the Consent Judgment may be signed in counterparts, and its validity shall not be challenged on that basis.

Dated and entered this 10 day of June, 2022.

s/RJD

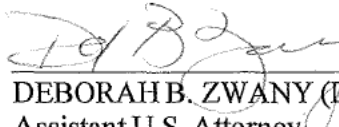

HONORABLE RAYMOND J. DEARIE
UNITED STATES DISTRICT JUDGE
Eastern District of New York

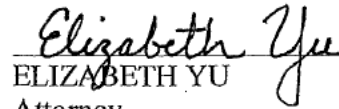
FOR PLAINTIFF UNITED STATES OF AMERICA:

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United States Attorney
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U.S. ENVIRONMENTAL PROTECTION AGENCY



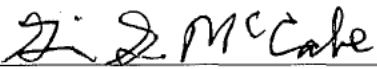
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ENVIRONMENTAL PROTECTION:


ROHIT T. AGGARWALA
Commissioner
New York City Department of Environmental Protection

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By:


TESS DERNBACH
Assistant Corporation Counsel
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New York, NY 10007

SCHEDULE “B” - DRUG AND ALCOHOL POLICY

PREAMBLE

WHEREAS, [CONSTRUCTION MANAGER] (“Construction Manager”), for the construction project located at [PROJECT ADDRESS] (“Project”) desires to provide for a safe, drug and alcohol-free work site for the Project;

WHEREAS, the parties have entered into a separate Project Labor Agreement for the Project and have agreed to negotiate in good faith a Project Drug & Alcohol Testing Policy;

WHEREAS, this Testing Policy is collectively negotiated between the Construction Manager and the New York City Building and Construction Trades Council (“Council”) (the Construction Manager and BCTC are collectively referred to hereafter as the “Parties”);

WHEREAS, the Parties each currently have respective drug and alcohol policies, including the Projects' Zero-Tolerance policy;

WHEREAS, the Parties desire to maximize project safety conditions for the Project personnel and public, as well as deter violations of the Parties' respective drug and alcohol policies;

NOW, THEREFORE, the Parties agree to this Policy as of the date hereof,

ARTICLE 1 - PARTIES

This Drug & Alcohol Testing Policy (“Policy”) is hereby established by the Construction Manager and the Council, on behalf of itself and its affiliated local union members, and the signatory local unions on behalf of themselves and their members.

ARTICLE 2-GENERAL CONDITIONS

SECTION 2.1 - SUMMARY

In order to reinforce the Parties' respective drug and alcohol policies, including the Projects' zero tolerance policy regarding the prohibition of the use of drugs and alcohol, and to deter Project personnel from violating those policies, the Parties agree that all Project Personnel (defined later) will be required to submit to drug and/or alcohol testing randomly, post-accident, and for reasonable suspicion provided such testing is in accordance with applicable state and federal law, including the limitations in NYS Labor Law 201-d applicable to the lawful use of marijuana.

Any individual on site that violates this Policy is subject to disciplinary action, including, without limitation, loss of site access privileges.

SECTION 2.2 - REVOCATION OF PROJECT ACCESS PRIVILEGES

Any one of the following occurrences will result in the immediate revocation of a Project Personnel's project access privileges:

1. An individual is found selling or using drugs or alcohol, or otherwise is under the influence of drugs or alcohol, subject to the other terms of this Policy, on a Project Site;
2. An individual has been convicted under any criminal drug or alcohol statute for a violation occurring in the workplace within the past two years;

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3. An individual who refuses to abide by the Projects' drug and alcohol policy, or refuses to submit to a test in accordance with this Policy;
4. An individual who switches, adulterates, or in any way tampers with a specimen required to be submitted in accordance with this Policy.

SECTION 2.3 - DEFINITIONS

Confirmed Positive Test: The presence of drugs, drug metabolites, or alcohol in a person's body that equals or exceeds the established cut off levels as defined in Exhibit 1. For drugs, the sample will have undergone Laboratory screening and confirmation testing and must have been verified as positive by a Medical Review Officer. A positive test result for alcohol obtained through Evidential Breath Testing is considered a Confirmed Positive Test.

Employee Assistance Program (EAP): An EAP is generally considered a workplace-based, confidential program designed to help employees deal effectively with a variety of personal problems, and, of relevance to this policy, substance abuse problems. The EAP promotes assessments and short-term counseling. An EAP shall also include any similar education or rehabilitation program provided by the Councilor its respective members. The Project Personnel that are required to participate in the EAP shall be responsible for the cost of their consultation with an EAP and/or participation in any education or rehabilitation program.

Evidential Breath Testing Device (EBT): A device that is used to measure alcohol in the breath and which meets National Highway Traffic Safety Administration's specifications for precision and accuracy.

Laboratory: A laboratory that is SAMHSA (Substance Abuse and Mental Health Services Administration) certified for the testing of drugs.

Medical Review Officer (MRO): A licensed physician responsible for receiving laboratory results generated by an employer's drug testing plan who has knowledge of substance abuse disorders and medical training to interpret and evaluate a donor's confirmed positive test result together with his/her medical history and all other relevant information.

Previous Worker: All individuals whose employment relationship with the contractor, company or organization no longer exists.

Project Site: The construction area for respective Project.

Reasonable Suspicion: When a qualified trade contractor, the Developer or Construction Manager as set forth in Section 3.7, reasonably believes that an individual has violated this Policy. Reasonable suspicion is based upon (1) specific, current, behavioral or performance indicators, (2) the possible manufacture, distribution, consumption or possession of unauthorized drugs, drug paraphernalia, or alcohol, or (3) documented investigation by an agency retained by, or otherwise independent from, the Developer or Construction Manager.

SECTION 2.4 - INCLUDED SUBJECTS

This Policy shall cover all employees of the Owner, Construction Manager and Project trade contractors, their subcontractors and any other of their respective personnel at any level that are performing any activity at a Project Site, inclusive of managers, superintendents and supervisors, except as specifically excluded by Section 2.5 of this Policy (collectively and singularly, "Project Personnel").

SECTION 2.5 - EXCLUDED SUBJECTS

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The following persons are not subject to the provisions of this Policy:

- A. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery;
- B. Vendors and employees of vendors engaged on a Project Site in equipment testing, inspection, training, warranty work, or engaged in corrections of defective or nonconforming work, unless such employees are expressly included in the bargaining unit of a local signatory to this Agreement;
- C. Employees engaged in ancillary work on a Project which is performed by third parties, such as electric utilities, gas utilities, telephone companies, and railroads, or any other work not constituting Project work;
- D. Employees of any governmental authority (state, local or otherwise);
- E. Employees and contractors engaged in work on the Project Site as part of due diligence or monitoring, which work is ancillary to Project work; and
- F. Emergency responders.

SECTION 2.6 - PRESCRIPTION AND NON-PRESCRIPTION DRUGS

The use of prescription drugs not prescribed directly to Project Personnel is prohibited, including the use of drugs prescribed to a spouse or domestic partner. The use of non-prescription drugs that are sold outside the United States and that contain substances that are illegal or require a prescription in the United States are prohibited, unless prescribed by a licensed physician.

SECTION 2.7 - SEARCHES

In order for the Construction Manager to ensure the safety of Project Personnel and for the Construction Manager to protect its assets, the Construction Manager shall have the right upon good cause (such as reasonable suspicion of a violation of this Policy) to conduct reasonable searches for alcohol, drugs and related paraphernalia anywhere within the boundaries of a Project Site. A search may include any assets owned or leased by any Project Personnel that is on a Project Site, including without limitation, vehicles, lockers, gang boxes, desks and personal property brought onto a Project Site, but excluding personal body searches or physical contact with employees.

ARTICLE 3 - DRUG & ALCOHOL TESTING

SECTION 3.1 - COLLECTION PROCESS

As of the execution date of this PLA, Project Personnel may be required to submit urine samples ("Preliminary Drug Screening") for the purpose of detecting the presence of drugs as part of the random, post-accident or reasonable suspicion testing, in accordance with chain of custody protocols as established by Substance Abuse and Mental Health Services Administration (SAMHSA), utilizing an instant result test cup for Preliminary Drug Screenings, such testing is to be performed on-site by an independent service provider. The results from the instant result test cup will be considered preliminary. The sample will be sent to a SAMHSA certified testing laboratory for confirmation.

As of the date hereof, all Project Personnel will be required to submit to an Evidential Breath Test

(EBT) for the purpose of detecting the presence of alcohol when submitting to random, post-accident or reasonable suspicion testing. Alcohol testing will not be conducted for pre-access testing.

SECTION 3.2 - NEGATIVE PRELIMINARY DRUG SCREENING

Project Personnel with a negative Preliminary Drug Screening will be considered conditionally accepted for Project site access, pending confirming laboratory results. Site access privileges will be revoked if the subsequent laboratory results determine that the sample has tested positive for drugs or that the sample has been adulterated.

SECTION 3.3 POSITIVE PRELIMINARY DRUG SCREENING

If the Preliminary Drug Screening indicates a positive result, the individual will not be allowed access to the Project Site. The sample will be sent to the certified laboratory for analysis and, if applicable, reviewed by the Medical Review Officer (MRO). If the laboratory confirmation results are also positive, the individual will be considered in violation of this Policy and their site access will be revoked for at least 30 days. If the laboratory confirmation results are negative, the Project Personnel's site access will not be revoked.

SECTION 3.4 CONFIRMED POSITIVE TEST RESULTS

A. POSITIVE DRUG TEST

A drug test is considered positive if the test results exceed the limits shown in Exhibit 1, which is attached hereto and incorporated herein by reference. The test will be confirmed through a second analysis process and reviewed by an MRO before results are reported. Project Personnel with confirmed positive drug test results will have their site access revoked. In case of a "false positive" result, any such Personnel shall be entitled to the reimbursement of any wages lost during the suspension caused by any such false positive result.

B. POSITIVE EBT

An EBT is considered positive if the test results exceed .04 BrAC, or as otherwise set forth in Exhibit 1. Project Personnel with a positive alcohol test result will be subject to the remedies set forth in Exhibit 1.

C. REINSTATEMENT OF SITE ACCESS PRIVILEGES

(a) Subject to section 3.4(C)(a) immediately below, if the site access of a Project Personnel has been revoked pursuant to this Policy, then any such person may request that their site access be reinstated after 30 days, provided that all of the following conditions are met to the reasonable satisfaction of the Construction Manager. :

1. The individual has provided proof of wellness from an accredited rehabilitation facility or has provided proof that treatment isn't needed as attested to by a licensed health care provider specializing in the diagnosis and treatment of alcohol and drug abuse.
2. A current drug and alcohol test is obtained within three (3) days of the request for re-access to the site and proof of a negative test result has been received; and
3. The individual agrees to submit to multiple testing for two (2) full years from the date of gaining re-access to the project, the scheduling of which will be determined at the sole discretion of the Construction Manager. If all of these conditions have been met,

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the Construction Manager agrees that it will not unreasonably withhold their consent to any such request.

(b) Unlawful possession, concealment, use, purchase, sale, manufacture, dispensation or distribution of illegal drugs or un-prescribed controlled substances on the Project site will subject the Project Personnel Employee to immediate removal from the Project site and shall bar such Project Personnel Employee from returning for a minimum of three (3) months, which return shall, in any event, be subject to the reasonable approval by Construction Manager.

(c) All of the Parties agree that any such Project Personnel will only be entitled to any such reinstatement of site access privileges one time and that any subsequent violation of this Policy will result in the permanent termination of access to the Project Site.

SECTION 3.5 - RANDOM TESTING

A third-party provider designated by the Construction Manager will randomly select by an objective criteria a testing pool for random drug and/or alcohol testing from all Project Personnel with site access cards. Any individual selected for a random drug and/or alcohol test will be required to submit to an Evidential Breath Test (EBT) and/or drug test. Individuals may be tested more than once during any given time period. The Parties acknowledge and agree that an EBT may be required without a drug test and that a drug test may be required without an EBT, as solely determined by the Construction Manager.

If an individual is unable to attend the first scheduled random drug test as a result of being involved in a work-related task, such drug test will be rescheduled and will be completed at or before the conclusion of such employee's then current work shift. If the second drug test is missed for any reason, the incident will be reviewed by the Construction Manager, who shall have the right to terminate the site access privileges of any such Project Personnel until such time as that Project Personnel has complied with this Policy. If the individual refuses to take the test, their access privileges will be immediately terminated for cause.

SECTION 3.6 - POST ACCIDENT TESTING

After each work-related incident or injury requiring the services of a licensed health care provider, all Project Personnel involved with the incident will be required to submit to a drug and/or alcohol test immediately following the incident. In instances where emergency care is necessary, the drug and/or alcohol test shall be obtained by the care facility, if possible, within 24 hours after treatment is rendered. If more than 48 hours have passed before an injury is reported and treated by a licensed health care provider, an alcohol test will not be required.

In addition, any Project Personnel involved in a non-injury related incident at a Project Site with damages at or in excess of \$200 will be required to submit to a drug and/or alcohol test unless:

- A. It is determined, after conducting an investigation and interviewing all employees involved and any witnesses, that the employee's performance can be completely discounted as a contributing factor to the incident; or
- B. It is determined, after conducting an incident investigation and interviewing all employees and any witnesses that the incident was caused by inadequate equipment or system design, and/or premature failure of equipment or system components.

SECTION 3.7 - REASONABLE SUSPICION TESTING

All Project Personnel will be required to submit to a drug and/or alcohol test when there is

reasonable suspicion the individual has violated this policy.

Reasonable suspicion includes, without limitation, the following:

- A. Violent or irrational behavior;
- B. Emotional or physical unsteadiness;
- C. Sensory or motor-skill malfunctions;
- D. Slurred speech;
- E. The odor of alcohol or drugs on clothing or breath in conjunction with other indicators;
- F. Possession of alcohol, unauthorized drugs or drug paraphernalia; or
- G. Documented evidence of an independent investigation regarding Project Personnel's consumption of what is reasonably believed to be an alcoholic beverage or drugs in violation of the Project's policies and/or this Policy.

Reasonable suspicion testing may only be ordered by supervisory personnel that: (a) have been trained to recognize the above referenced factors; or (b) have received credible documentary evidence from an independent investigator that a Project Personnel has violated a drug and/or alcohol policy. It is agreed that any certified training program shall satisfy the training requirement.

SECTION 3.8 - PRIVACY CONSIDERATIONS

The Parties agree to use reasonable efforts to conduct any testing pursuant to this Policy in accordance with the privacy concerns of Project Personnel. To address these concerns, the Parties agree that:

1. The testing station(s) shall be screened off, or otherwise closed off from public view.
2. All documents and information regarding the testing, including test results, shall be maintained by the respective custodian(s) of record in accordance with their respective privacy policies, which any Project Personnel shall be entitled to review upon timely request.
3. The Parties agree to make a good faith effort to resolve any other privacy concern of Project Personnel regarding this Policy, provided that any such concerns do not interfere with the purpose of this Policy.

ARTICLE 4 – GRIEVANCE

SECTION 4.1 - REPRESENTED WORKERS

Nothing in this Policy shall restrict a member of a signatory local union from filing a grievance in accordance with the member's collective bargaining agreement or a Project Labor Agreement, provided that the grievance shall be limited to whether the removal of a member for violation of this Policy was conducted in compliance with the terms and conditions set forth herein.

SECTION 4.2 - HOLD HARMLESS

The Construction Manager agrees to hold harmless and indemnify the Union/Council and its representatives from any liability that may be incurred as a result of the Company's Drug and Alcohol Policy to the extent caused by the negligence or intentional misconduct of the Construction Manager.

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IN WITNESS WHEREOF the parties have agreed to this Policy as of _____, 20__.

FOR [CONSTRUCTION MANAGER]

By: _____

Name: [INSERT NAME] _____

Title: [INSERT TITLE] _____

FOR BUILDING AND CONSTRUCTION TRADES COUNCIL OF WESTCHESTER
AND PUTNAM COUNTIES, NEW YORK, AFL-CIO

By: _____

Name: Jeff Loughlin

Title: President

EXHIBIT 1**CLASS OF DRUGS TESTED AND THEIR RESPECTIVE CUT-OFF LIMITS**

The cut-off limits established are those recommended by the U.S. Department of Health and Human Services in their mandatory Guidelines for Federal Workplace Drug Testing Programs.

<u>Drug Class</u>	<u>Screening Cut-Off Limit (ng/ml)</u>	<u>Confirmation Cut-off Limit (ng/ml)</u>
Amphetamines	1000	500
Benzoyllecgonine (Cocaine Metabolite)	300	150
Cannabinoids (THC)	50	15
*Opiates	2000	10
Phencyclidine (PCP)	25	25

Confirmation screening is done by means of GC/MS analysis.

*The GC/MS confirmation for opiates will be for both codeine and morphine separately. If morphine is equal to or greater than 2,000ng/ml then the GC/MS confirmation analysis for 6-acetylmorphine (6-MAM) is at a cut-off level of 10ng/ml.

Alcohol Screening

All Project Personnel will be required to submit to an EBT under the random, post-accident, and reasonable suspicion test arenas, for the purpose of detecting presence of alcohol. If this test supports a positive result for presence of alcohol, the Project Personnel will be considered in violation of this Policy.

If the results of the EBT are:

1. Above 0.001 BrAC, but at or below 0.020 BrAC, a second test will be conducted within approximately 15 minutes.
 - If the second BrAC test is less than the first BrAC, the results will be deemed negative and the Project Personnel may return to work, if there are no other outstanding issues.
 - If the second BrAC is increasing, but below 0.04 BrAC, the results will be deemed negative, but the Project Personnel will be sent home for the day and the Construction Manager shall be notified. If a Project Personnel is sent home two times within a six-month period pursuant to this Section I, then any such Project Personnel shall be deemed to have tested positive and will be subject to the applicable remedies set forth in Section 2 below.
2. Above 0.02 BrAC, but below 0.06 BrAC, a second test will be conducted after approximately 15 minutes.

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- Notwithstanding anything set forth above to the contrary, a Project Personnel may elect to voluntarily go home for the day instead of taking a second test and the results will be deemed negative, provided that any such Project Personnel may not voluntarily go home more than once within a twelve month period.
 - If the second BrAC test is at or below 0.02 BrAC, the results will be deemed negative and the Project Personnel may return to work if there are no other outstanding issues.
 - If the second BrAC test is above 0.020, but below 0.06, the results will be deemed positive, the Project Personnel will be sent home for the day and their site access will be revoked for at least five [5] calendar days and until such time as the Project Personnel has been evaluated by an EAP professional skilled in substance abuse and confirmed fit for duty.
 - Any Project Personnel who is deemed positive two times within two years pursuant to this Section 2 will have their site access privileges terminated and will be entitled to the limited relief set forth in Section 3 .4(c) of the Policy.
3. At or above .06 BrAC, the Project Personnel will have their site access privileges terminated, after which they will be entitled to the limited relief set forth in Section 3.4(C) of the Policy.

Exhibit “E” – Hillview Reservoir Improvements (HRI) Program Work

The HRI program consists of improvements at Hillview Reservoir including: two new chemical addition facilities (CAF) buildings housing new chemical systems that will replace the existing chemical systems with flow-paced chemical feed systems; new flow measurement systems for the Catskill and Delaware Aqueducts; installation and programming of a new site-wide Supervisory Control and Data Acquisition (SCADA) system; a new operations control center, equipped with administrative and shop spaces; two new medium voltage electrical service entrances and associated power distribution systems for CAF-North, CAF-South, and the upgraded Uptake (UT) and Downtake (DT) existing structures; new Interim Structures for Chemical Systems, Water Quality Monitoring Systems, and Carry Water Pumps; and North Entrance Upgrade, including a guard booth and associated security equipment to facilitate a separation between construction and operations. This work will be performed under the first construction contract under HRI.

Additionally, the HRI upgrades include replacing aging infrastructure and providing improved operational flow-control. Based on successful implementation of the new CAF structures, the upgrades will include demolition of existing chemical facilities located within the existing structures. The upgrade would include connections to the new chemical facilities, as needed. The work consists of replacing existing flow-control equipment at the Uptake and Downtake existing structures, which includes forty-one (41) sluice gates, associated valves and operators, and stop shutters and lifting devices. The work also includes hazardous material abatement within the existing structures. Structural, architectural, plumbing, and electrical repairs and improvements will be performed. The installation of permanent SCADA, chemical, and water quality monitoring equipment and new flow metering systems will be provided. The upgrades include final site restoration of all disturbed areas and completion of site-wide pavement repairs. This work will be performed under the second construction contract under HRI.

Exhibit “F” – Kensico Eastview Connection (KEC) Program Work

DEP proposes to construct a new tunnel between the Kensico Reservoir and the Catskill/Delaware Ultraviolet Light Disinfection (CDUV) Facility. The UV Facility is located on City-owned property (“the Eastview Site”) within the Town of Mount Pleasant in Westchester County, New York. The Proposed Action would be comprised of the following major components:

- A new approximately 2-mile-long, deep rock tunnel between the Kensico Reservoir and the CDUV Facility and the construction of two new shafts;
- A potential construction drop pipe along the tunnel alignment;
- Construction of a new KEC Screen Chamber;
- Construction of connecting tunnels to the new screen chamber and modifications to the existing Dike Grade Tunnel;
- Consolidation of the electrical supply to the Kensico Campus and construction of a new electrical building;
- Redevelopment of the Kensico Campus including the relocation of Westlake Drive, regrading of the overall site, a new DEP Police booth, and other security improvements;
- Modifications to the chemical feed system at Delaware Shaft 18;
- Modifications to the existing Catskill Upper Effluent Chamber (UEC) located within and adjacent to the Kensico Reservoir;
- Construction of a new Eastview Connection Chamber and interconnection to the CDUV Facility; and
- Management of excavated material from construction.