

October 1, 2020

Town of Dryden  
93 East Main Street  
Dryden, NY 13053

Attn: Mr. Jason Leifer, Town Supervisor

**Re: Proposal for SEQR Engineering Services**

Dear Jason:

In April 2020, Hunt Engineers, Architects, Land Surveyors, & Landscape Architect, DPC (HUNT) along with the Town of Dryden completed a grant application to the USDA ReConnect Grant Program for the Town of Dryden Municipal Internet Access network fiber to the home project. The proposed project includes the development of the Town of Dryden owned essential elements to provide internet service as an access level provider including bandwidth wholesale purchase, facilities to store equipment, network equipment, fiber optic cabling, and optical splitters. The Town of Dryden proposed a 15-mile ring of 48-fiber count transport fiber and 220 miles of 24-count distribution fiber to provide service to the Town, including the most rural and underserved areas.

As part of the development of the above described project, HUNT completed an Environmental Review in accordance with 7 CFR 1970 Environmental Policies and Procedures through the USDA Developed Site and Route Environmental Questionnaires for each identified area of impact, including: Floodplains, Wetlands, Farmland Protection Policy Act, Threatened and Endangered Species, Special Status Plants and Wildlife Species, and Transportation. Since the completion of this environmental evaluation, the project location has been modified in some areas and the Town desires to consider the environmental significance of the entirety of the proposed project in accordance with NYS State Environmental Quality Review, 6NYCRR Part 617, Type I Action. HUNT has developed the following scope of services to develop the appropriate documents for consideration by the Town in establishing a determination of significance with respect to SEQR.

## **I. Scope of Services**

This SEQR evaluation shall include the following:

1. Review of the existing documentation and proposed mapping.
2. Development of a draft of Resolution of Intent to Act as Lead Agency.
3. Modify and add to environmental review to identify changes occurring subsequent to initial review & present.
4. Completing SEQR Full Environmental Assessment Forms, Part 1 through 3.
5. Review of completed forms with the Town.

6. Development on Notice of Project and Intent to become Lead Agency letter and maps, HUNT to aid the Town in distributing appropriate documentation to involved and interested parties.
7. Development of draft Resolution for Determination of Significance.
8. Development of findings of significance (e.g. Negative Declaration) for Town review and consideration.
9. Publication in Environmental Notice Bulletin.

The schedule for the above process is anticipated to be, but can be adjusted to accommodate Town of Dryden Board schedules and agendas:

October 1-7	HUNT SEQR Proposal Acceptance and Contract Execution
October 7-15	Review of documentation, draft Resolution of Intent to Act as Lead Agency
October 15	Adoption of Resolution of Intent to Act as Lead Agency
October 7-30	Complete draft SEQR Full EAF Part 1, Review with Town
October 30	Distribution of Notice of Project and Intent to become Lead Agency letter, maps and Full EAF Part 1 to involved and interested agencies
Oct. 30-Nov. 30	Thirty day involved agency response period
Oct. 30-Dec. 4	Development of Full EAF Forms Part 2 & 3, draft Resolution of Determination of Significance, Findings of Significance
December 17	Town Board adoption of Determination of Significance
December 18-23	Development of publication to Environmental Notice Bulletin
December 30	ENB Publication

## II. Items Specifically Excluded:

The following items are not included in this proposal:

1. Detailed engineering studies such as endangered species habitat study, noise analysis, traffic analysis, visual impact assessment, wetlands investigation, archaeological investigation, etc.
2. Environmental Impact Statement.

HUNT proposes to perform the work as outlined in the above Scope of Services for an hourly not-to-exceed fee of six thousand eighty dollars (\$6,080) plus disbursements. Disbursements include such costs as plotting, photocopies, prints, mileage, etc. If this proposal is acceptable to you, please review, sign, and return the attached agreement. If you should have any questions, please do not hesitate to contact me at 607-358-1073.

Sincerely,

HUNT ENGINEERS, ARCHITECTS, LAND SURVEYORS & LANDSCAPE ARCHITECT, DPC



Ryan Garrison  
Director of Technology

**AGREEMENT FOR PROFESSIONAL SERVICES**

The Terms and Conditions set out herein and in the referenced cover letter constitute an offer by Hunt Engineers, Architects, Land Surveyors & Landscape Architect D.P.C. (hereinafter called HUNT), to perform for the Town of Dryden(hereinafter called the CLIENT) the services described. HUNT's offer constitutes a Contract on these same Terms and Conditions when receipted or acknowledged by the CLIENT. This Contract supersedes all previous understandings, if any, and constitutes the entire Agreement between HUNT and the CLIENT relating to the services described.

**TERMS AND CONDITIONS**

CLIENT OBLIGATIONS: At such time as HUNT may request, the CLIENT at his expense, shall provide full, complete and correct information, including a written program of objectives, constraints and criteria, with respect to which the services are performed.

HUNT OBLIGATIONS: Professional Services, basic to the Scope of Work, shall be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering, architectural, and land surveying practices. This Warranty is in lieu of all other Warranties expressed or implied. HUNT assures no responsibility for interpretations made by others based upon the work or recommendations made by HUNT. Project cost estimates are to the best of HUNT's knowledge and are not guarantees of actual construction costs.

ADDITIONAL SERVICES: Additional services or changes requested in writing by the CLIENT, beyond the original Scope of Work agreed upon as described per the referenced cover letter, shall be performed by HUNT in the same methods and manner as herein stated. Payment to HUNT for additional services shall be the same as outlined under PAYMENT of these Terms and Conditions, unless superseded by Separate Terms and Conditions as may be proposed and agreed to in writing by both parties.

PAYMENT: Payment for services rendered shall be monthly as billed. No percentage of bills shall be withheld or retained. In the event that any payment is not made within thirty (30) days from the date of billing, interest will be charged at a rate of one and one-half percent (1-1/2%) per month, or the legal rate of interest, whichever is less.

WAIVER: The CLIENT and HUNT mutually agree to waive all claims of consequential damages arising from disputes, claims, or other matters relating to this agreement.

This Agreement may be terminated by either party upon thirty (30) days written notice to the other. In the event of termination, HUNT shall be compensated for services performed up to the date of termination, plus reasonable termination costs. Upon receipt of final payment to HUNT, all finished or unfinished documents prepared to the date of termination shall become the property of the CLIENT and shall be surrendered to the CLIENT by HUNT.


ACCEPTANCE:

I have read and understand the Scope of Work as described in the attached letters from Ryan Garrison dated October 1, 2020 entitled SEQR Engineering Services and ???? and the above Terms and Conditions, and accept the terms and costs as stated. I hereby retain Hunt Engineers, Architects & Land Surveyors & Landscape Architect D.P.C. to provide services as necessary to accomplish the Scope of Work.

**TOWN OF DRYDEN**

**HUNT ENGINEERS, ARCHITECTS, LAND SURVEYORS & LANDSCAPE ARCHITECT D.P.C.**

BY: \_\_\_\_\_

BY:  \_\_\_\_\_  
Ryan Garrison, Director of Technology

\_\_\_\_\_  
(Printed Name and Title)

DATE: \_\_\_\_\_

DATE: 10/1/2020

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