

Telephone
(914) 277-3637
Fax
(914) 276-0082

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

RICK MORRISSEY
SUPERVISOR



**SOMERS TOWN BOARD
REGULAR MEETING
THURSDAY, NOVEMBER 10, 2016 – 7:00pm**

www.somersny.com

7:00pm – Regular Meeting

I. PLEDGE OF ALLEGIANCE:

II. ROLL CALL:

III. PUBLIC HEARINGS:

1. Public Hearing: To consider amending the Special Exception use Permit. (SEUP) for Best Plumbing.
2. Public Hearing: Conservation Easement for Stuart's Farm.

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

IV. APPROVAL OF MINUTES:

- V. DEPARTMENT REPORTS:** The Town Clerk announces receipt of the following monthly reports: Town Clerk, Building Inspector, Zoning Board of Appeals, Plumbing, Bureau of Fire Prevention, Parks & Recreation, Planning & Engineering, Tax Receiver, Director of Finance and Department Heads

**SOMERS TOWN BOARD
REGULAR MEETING
THURSDAY, NOVEMBER 10, 2016 – 7:00pm**

www.somersny.com

VI. BUSINESS OF THE BOARD:

A. PARKS & RECREATION: No Additional business.

B. TOWN BOARD:

1. 2017 Budget:

- a. Adopt Town Officials Salaries for 2017.
- b. Adopt 2017 Preliminary Budget.
- c. Schedule Public Hearing for December 1, 2016.

2. EOH request to borrow funds.

3. IMDA with Westchester County, the Town of Somers and Kearney Realty Group Inc. - discussion

C. FINANCIAL: - No additional business.

D. HIGHWAY: - No additional business.

E. PERSONNEL:

1. Current Vacancies:

- Somers Energy Environment Committee
- Affordable Housing Board (3 – unexpired 2 year terms ending 7/11/2017)
- Assessment board of Review (1 -5 year tem ending 9/30/2021.)

2. Upcoming Vacancies:

- Library Board of Trustees (2 – 5 year terms to 12/31/2021.)
- Planning Board (1 - 7 year term ending 12/31/2023.)
- Partners in Prevention (3- 3 year terms ending 12/31/2020.)
- Zoning Board of Appeals (1 – 5 year term ending 12/31/2020.)

F. PLANNING & ENGINEERING: No Additional business.

G. POLICE: No additional business.

**SOMERS TOWN BOARD
REGULAR MEETING
THURSDAY, NOVEMBER 10, 2016 – 7:00pm**

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H. CONSENSUS AGENDA:

1. Authorize Supervisor to execute:
 - a. Enter into a contract with Pro Safety to perform Code 59 survey and required training in the amount of \$2,200.
 - b. Somers Estates Subdivision Letter of Credit.
 - c. to execute Snow and Ice Indexed Lump Sum Contracts, Payment Factor Adjustment Amendment B for the winter of: 2015-2016.
 - d. Water and Sewer forms for Crossroads at Baldwin Place
Form 348 for Public Water Supply.
Form BFP-5 for Sanitary Sewer System.
2. Authorize request to purchase a new 2017 truck or SUV bid up to \$25,000 for the Building Department, Efrem Citarella memo dated October 26, 2016.
3. Authorize Supervisor to approve 2017 Water Charges for 2017.
4. Authorize Supervisor to waive fees for The Helmes Group, LLP:
Subdivision for a Total of \$6,400.
5. Authorize Budget Transfer per memo dated form November 2, 2016 from Supervisor Rick Morrissey.
6. Authorize reappoint Richard De Melis to the Assessment Board of Review for year term ending September 30, 2021.
7. Authorize appointment of Robin Melen to the Affordable Housing Boards for a two year term ending 7/11/18.
8. Authorize the Budget Transfer per November 7, 2016 memo from Supervisor Rick Morrissey.
9. Authorize the Adjustment of Funds per November 7, 2016 memo from Supervisor Rick Morrissey.

**SOMERS TOWN BOARD
REGULAR MEETING
THURSDAY, NOVEMBER 10, 2016 – 7:00pm**

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2016 CALENDAR

November 10, 2016	7:00pm	Town Board Regular Meeting <u>PUBLIC HEARINGS:</u> 1. Public Hearing: To consider amending the Special Exception use Permit. (SEUP) for Best Plumbing. 2. Public Hearing: Conservation Easement for Stuart's Farm.
December 1, 2016	7:00pm	Town Board Work Session <u>PUBLIC HEARINGS:</u> 1. Public hearing to Preliminary budget 2017.
December 8, 2016	7:00pm	Town Board Regular Meeting

2017 CALENDAR

January 5, 2017	7:00pm	Town Board Organizational Meeting
January 12, 2017	7:00pm	Town Board Work Session Town Board Regular Meeting
February 2, 2017	7:00pm	Town Board Work Session
February 9, 2017	7:00pm	Town Board Regular Meeting

PUBLIC HEARING NOTICE:

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Somers, Westchester County, New York, has scheduled a Public Hearing on Thursday, November 10, 2016 at 7:00 PM. at the Somers Town House, 335 Route 202, Somers, New York, to consider amending the Special Exception Use Permit (SEUP) for Best Plumbing Supply, Inc. (owner) which will allow Best Plumbing, Inc. to conduct showroom sales activities on Sundays from 11:00 AM to 5:00 PM, conduct supply sales and pick-ups on Saturdays from 8:00 AM to 5:00 PM and remove truck activity restriction from 7:40 AM to 8:15 AM. The subject Property is located on the northerly side of Goldens Bridge Road, (NYS Route 138) directly opposite the John F. Kennedy Catholic High School in the R-80 Residential District and the Groundwater Protection Overlay District and is designated on the Town Map as Sheet 28.15, Block 1, Lots 2 and 4.

Anyone is invited to attend and will be heard on the aforesaid matter.

BY ORDER OF THE TOWN BOARD

Patricia Kalba
Town Clerk

Dated: October 27, 2016



Town of Somers

WESTCHESTER COUNTY, N. Y.

TOWN HOUSE
SOMERS, NEW YORK 10589

(914) 277-3637

IN THE MATTER OF THE APPEAL
OF

Best Plumbing Supply Inc.

DATE: July 26, 2016

TO THE TOWN BOARD
OF THE TOWN OF SOMERS, N. Y.:

1. Best Plumbing Supply, Inc.
(Name of appellant)

whose post office address is 49 Route 138, Somers, NY 10589
(Post office address)

through N/A
(Name of attorney or representative if any)

whose post office address is N/A
(Post office address)

does hereby appeal to the ~~Zoning Board of Appeals~~ Town Board at the Town of Somers.

2. Such appeal is taken from a ruling of Somers Town Board
(Name of officer)

made on June 10, 2004
(Office held)

which ruling was filed on and notice of such ruling was
first received by appellant on

(Give summary of ruling)

Approved amendments to the existing special
exception use permit.

3. The property which is the subject of the appeal is located at or known as

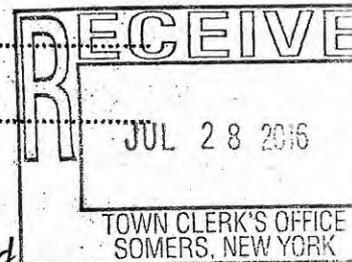
49 Route 138, Somers, NY
(Street and number or distance from and names of nearest intersecting streets)

Town Tax Map as Section: 28.15 Block: 1 Lot: 2 + 4

The interest of the appellant is that of owner
(Owner, tenant, etc.)

4. The appeal is taken ~~for the ground that the ruling or decision was erroneous~~ to obtain
modification of ~~variance, permit or special permit.~~ (Strike out wording not applicable.)

(OVER)



5.

(Fill out (a) or (b) or both if applicable)

(a) The property which is the subject of the appeal is located at or known as

Best Plumbing Supply
49 Route 138
Somers, NY 10589

^{modification of}
(b) A variance, permit or special permit is sought ~~because of practical difficulties or unnecessary hardship~~ to the property as indicated below:

To modify restrictions on days and hours of operations as follows:

- 1) To conduct showroom sales activities on Sundays 11am - 5pm
- 2) To conduct supply sales and pick-ups on Saturdays 8am - 5pm
- 3) Remove truck activity restrictions from 7:40am - 8:15am

and such may be granted pursuant to

(Refer to applicable Provisions of the Zoning Ordinance of the Town of Somers)

Both applicant and owner must sign if they are different persons.

I Hereby Dispose And Say That All The Above Statements And The Statements Contained In The Papers Submitted Herewith Are True.

SWORN TO ME BEFORE THIS 26th DAY July 20 16

Susan L. Harris

NOTARY SIGNATURE
SUSAN L. HARRIS
Notary Public, State of New York
No. 01HA6092683
Qualified in Westchester County
Commission Expires May 27, 2019

[Signature]

OWNER SIGNATURE

NOTARY SIGNATURE

APPLICANT SIGNATURE

**TOWN BOARD TOWN OF SOMERS
RESOLUTION**



Action: Amended Special Use Permit
Application Name: Best Plumbing Supply, Inc.
Owner/Applicant: Best Plumbing Supply, Inc.
Designation: Tax Lot 28.15, Block 1, Lots 2 and 4
Zone: R80 Residence Zoning District
Location: 49 Route 138 (Goldens Bridge Road)
Date of Approval: November 10, 2016

WHEREAS, Best Plumbing Supply, Inc., a pre-existing non-conforming use in an R80 residential district, has made application to the Town Board of the Town of Somers for an amendment to its existing Special Use Permit in connection with its use of the above subject property; and

WHEREAS, such modifications relate to its Special Exception Use Permit of June 10, 2004 as modified in September 3, 2010 and seek to further modify restrictions pertaining to days and hours of operation; and

WHEREAS, the proposed modifications seek the following:

1. To conduct Showroom Sales activities on Sundays from 11:00 am to 5:00pm
2. To conduct Supply Sales and Pick-Ups on Saturdays from 8:00am to 5:00pm
3. To remove the trucking activity restriction from 7:40am to 8:15 am on Mondays to Fridays

WHEREAS, the application consists of the following:

- Letter Application from Best Plumbing dated July 13, 2016 requesting special permit modification and requesting to be added to the Town Board agenda of August 4, 2016
- Short Form EAF
- Property Survey

WHEREAS, the Town Board considered the application and declared its intent to be Lead Agency under SEQRA at its meeting of August 4, 2016, identified the project as an Unlisted Action and determined to conduct a coordinated SEQRA review; and

WHEREAS, at its meeting of August 4, 2016, the Town Board also referred the application to the Planning Board for its review and recommendation; and

WHEREAS, the Director of Planning received correspondence on August 10, 2016 from Rev. Mark G. Vaillancourt, President/Principal of Kennedy Catholic High School objecting to the proposed removal of trucking restrictions from 7:40 to 8:15 AM Mondays to Friday due to high volumes of traffic into and out of the main school entrance and such correspondence was circulated to the Planning Board and Town Board and consulting Town Engineer; and

WHEREAS, the Planning Board discussed the proposed action at its meeting of August 10, 2016 and was in receipt of the above correspondence and heard testimony from Rev. Vaillancourt regarding his objection to removal of the requested trucking restrictions; and

WHEREAS, after consideration and discussion, the Planning Board made a recommendation of approval to the Town Board of all the applicant's requested modifications to the special permit due to its determination that the changes to the site and entrances to the High School since the last request for modifications to the special permit were significant improvements that mitigated future impacts and that the projected three 24 foot box trucks that would leave the site during Kennedy morning peak arrival times were minor and would have no traffic impact; and

WHEREAS, the Planning Board expressed it had no problem with the Town board granting the requested special exception use permit modifications in correspondence to the Town Board of August 30, 2016;

WHEREAS, at its meeting of September 8, 2016, the Town Board scheduled a public hearing for October 13, 2016 and such hearing was opened and closed that night and the Board scheduled a new public hearing to be held on November 10, 2016; and

WHEREAS, by letter of September 19, 2016 to the Director of Planning, NYS DOT after review of the EAF and Site Plan, sent as part of the SEQRA coordinated review, determined that the proposed special permit modifications have minimal impact on the exiting State Highway System; and

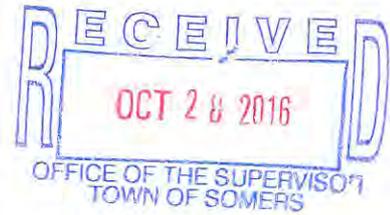
WHEREAS, the Town Board conducted a duly noticed Public Hearing on the subject application on November 10, 2016, and all those wishing to be heard were heard, at which time the public hearing was closed; and

WHEREAS, thirty days having passed since determination of intention to be lead agency, the Town Board accepted its status as lead agency under SEQRA; and

NOW, THEREFORE, BE IT RESOLVED, that in accordance with Article 8 of the State Environmental Quality Review Law and 6 NYCRR Part 617, and Town Law Chapter 92 Environmental Quality Review, the Town Board hereby made a determination that the proposed development will not have a significant negative adverse impact on the environment as any impacts shall be minimized or avoided due to the limited number of box trucks leaving the site during the morning peak hour and due to prior improvements made to the site as a result of previous site plan approvals;

RESOLVED that the application for an Amended Special Use Permit with all requested permit modifications be granted. (The Board should determine if this is so, or if some not all are granted and whether are subject to conditions and/or modifications.)

DRAFT



PLANNING AND ENGINEERING DEPARTMENTS

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Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
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SOMERS, NY 10589
www.somersny.com

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Director of Planning
sdym@somersny.com

MEMORANDUM

TO: Town Board
FROM: Syrette Dym, Director of Planning
DATE: October 28, 2016
RE: Best Plumbing Supply, Inc. – Application for Modifications to Special Exception Use Permit of June 10, 2004 – Town Board Public Hearing of November 10, 2016

Best Plumbing Supply, Inc. has submitted an application to modify their special exception use permit issued by Town Board Resolution on June 10, 2004, as modified by a Resolution of September 3, 2010. The Town Board will hold a public hearing on this request at its meeting of November 10, 2016.

Background

The relevant conditions of those resolutions are as follows:

Town Board Resolution of June 10, 2004 –

- **Condition 10** – *“Except as otherwise specifically permitted herein, the permitted business activities conducted on the subject site shall regularly occur on weekdays only (Monday through Friday). Except as otherwise provided herein, the subject site shall be open between the hours of 6:00 A.M. and 6:00P.M., but the principal business activity conducted on the subject site shall not commence earlier than 8:00A.M. and shall not continue after 5:00 P.M. Sales activities, including showroom sales and “over-the-counter” retail sales shall not commence earlier than 9:00A.M. and shall not continue after 5:00P.M. No shift work shall be conducted on the subject site, unless the Town Board, in its discretion, approves an amendment to this special exception use permit authorizing such shift work.”*

- **Condition 11** – *“Trucking activities associated with use of the subject site shall occur only between the hours of 7:30 A.M. and 5:00 P.M. on weekdays only (Monday through Friday), but no trucks shall enter or leave the site between the hours of 7:40 A.M. and 8:15 A.M. on days that the John F. Kennedy High School is in session.”*

Town Board Resolution of September 3, 2010

This Resolution approved an amendment to Condition #10 of the Resolution of June 10, 2004 to read as follows:

- **Condition 10** – *“Except as otherwise specifically permitted herein, the permitted business activities conducted on the subject site shall regularly occur on weekdays and Saturdays only (Monday through Saturday). Except as otherwise provided herein, the subject site shall be open between the hours of 6:00 A.M. and 6:00P.M., but the principal business activity conducted on the subject site shall not commence earlier than 8:00A.M. and shall not continue after 5:00 P.M. No shift work shall be conducted on the subject site, unless the Town Board, in its discretion, approves an amendment to this special exception use permit authorizing such shift work. Only sales activities may occur during Saturday business hours (between 9:00 AM and 5:00PM). Warehouse, office and truck deliveries may not occur on Saturdays and may only occur Monday through Friday.”*

Application Request

The current modification sought by the applicant would permit the following:

1. Conduct Showroom Sales activities on Sundays from 11:00 am to 5:00pm
2. Conduct Supply Sales and Pick-Ups on Saturdays from 8:00am to 5:00pm
3. Remove trucking activity restriction from 7:40am to 8:15 am on Mondays to Fridays

Town Board Actions at Meeting of November 10, 2016

The following are the actions that should be taken by the Town Board at its November 10, 2016 meeting:

- Open public hearing and take testimony; close public hearing
- Acknowledge receipt of recommendation from Planning Board by memorandum of August 30, 2016
- Acknowledge receipt of letter of September 19, 2016 from NYS DOT
- Town Board votes to accept status as lead agency under SEQRA
- Make a motion to approve a negative declaration on this unlisted action based on the fact that the documents presented regarding the modifications to the Special Use Permit will not result in any significant adverse environmental impacts.

- Review the draft Special Permit Resolution, make any amendments if needed and make a motion to approve the Amended Special Permit (with any other modifications the Board may make).

Cc: Town Clerk
Town Attorney
Planning Board
Town Consulting Engineer
Jonas Weiner

Barbara Sherry

From: Syrette Dym
Sent: Wednesday, August 10, 2016 3:28 PM
To: Marilyn Murphy; Wendy Getting; vanessa Aguelo (v.aguelo@live.com); Tammi Savva; Barbara Sherry
Cc: Rick Morrissey
Subject: FW: Application for Modifications to Best Plumbing operation restrictions

EC -
TB TA
TC TA
8/15/16 BPO

Marilyn – Please distribute the e-mail below to Planning Board by e-mail and hard copy for tonight’s meeting and to Joe, Rob, Roland and the Best Plumbing Applicant

Tammi/Barbara – Please distribute e-mail below to the Town Board and Town Clerk. Thank you.

Syrette Dym, AICP
Director of Planning
Town of Somers
335 Route 202
Somers, NY 10589

914-277-5366 (phone)
914-277-4093 (fax)
sdym@somersny.com
www.somersny.com

From: Mark Vaillancourt [mailto:mvaillancourt@kennedycatholic.org]
Sent: Wednesday, August 10, 2016 1:27 PM
To: Syrette Dym
Subject: Application for Modifications to Best Plumbing operation restrictions

Dear Ms. Dym:

I am in receipt of the application by Best Plumbing Supply to remove trucking activity restrictions from 7:40 am to 8:15 am on Mondays to Fridays. Please be advised that our school has strong objections to removal of any such restrictions placed on Best Plumbing during that period of operation. The period of time stipulated in the restrictions is one that has the highest volume of commuter traffic in and out of the main entrance. Kennedy currently services 40 school districts, 18 of which bus children to or school every day. Other students arrive either by way of our shuttle service or drop off from parents. A significant portion of the student population also drives to the school. With such a diverse commuter population entering and exiting an already dangerous intersection, the removal of trucking restrictions would only further aggravate the problem and increase the likelihood of pedestrian and automotive accidents.

Thank you for the opportunity to voice my concern to the Board.

Sincerely:
Fr. Vaillancourt

*Rev. Mark G. Vaillancourt, Ph.D.
President/Principal*



Department of Transportation

ANDREW M. CUOMO
Governor

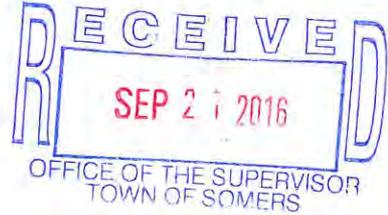
MATTHEW J. DRISCOLL
Commissioner

TODD WESTHUIS, P.E.
Regional Director

EC -
TBCTA
9/21/16 KPO

September 19, 2016

Ms. Syrette Dym, AICP, Director of Planning
Town of Somers
Town House
335 Route 202
Somers, New York 10589



Re: NYSDOT SEQRA# 16-159
Best Plumbing Supply
Town of Somers, Westchester County

Dear Ms. Dym:

We have received Site Plan and Shorty Environmental Assessment Form for the referenced proposal from the applicant, dated July 13, 2016 and received on August 2, 2016. We have completed our review of this proposal and would like to inform you that the referenced proposal has minimal impact on the existing State Highway System and we have no additional comments to offer at this time. We appreciate your effort for involving us in the review process.

Thank you,

Akhter A. Shareef
Senior Transportation Analyst

New York State Department of Transportation, Hudson Valley Region
4 Burnett Boulevard, Poughkeepsie, NY 12603
(845) 431-5793 | Akhter.shareef@dot.ny.gov
www.dot.ny.gov

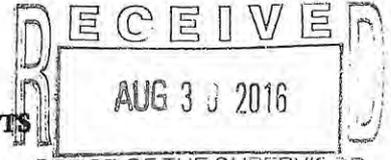


Department of Transportation

cc: Mike LeRose, Permit Field Engineer, Residency 8-8

Agenda

PLANNING AND ENGINEERING DEPARTMENTS



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Town of Somers
WESTCHESTER COUNTY, N.Y.

OFFICE OF THE SUPERVISOR
TOWN OF SOMERS TOWN HOUSE
835 ROUTE 202
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Steven Woelfle
Principal Engineering Technician
swoeffle@somersny.com



Syrette Dym, AICP
Director of Planning
sdym@somersny.com

MEMORANDUM

TO: *EC* Town Board *TC TA 8/30/16 bsp*

FROM: *GP* Planning Board

DATE: August 30, 2016

RE: Project: Best Plumbing Supply, Inc. Modifications to Special Exception Use Permit
 Applicant: Best Plumbing Supply, Inc.
 Location: 49 Route 138 (Section 28.15, Block 1, Lots 2 & 4)
 Zoning: R120 Residence District
 Actions: Request for Modifications to Special Exception Use Permit

The planning board considered the referral from the town board regarding Best Plumbing's desire to amend its special exception use permit to allow Showroom Sales activities on Sundays from 11:00am to 5:00pm, to permit Supply Sales and Pick-Ups on Saturdays from 8:00am to 5:00pm, and to remove the trucking activity restriction from 7:40am to 8:15am on Mondays to Fridays.

After discussion, the Planning Board determined that the changes to the site and entrances to the High school since the last request for modifications to the special permit were significant improvements that mitigated future impacts.

The Board also felt that the three 24 foot box trucks that would leave the site during Kennedy morning peak arrival times were minor and would have no traffic impact.

Therefore, the Planning Board had no problem with the Town board granting the requested special exception use permit modifications.

In addition, members of the Board expressed their support for the re-opening or rebuilding of Plum Brook Bridge.

Cc: Planning Board
Jonas Weiner

Z:\PE\Site plan files\best plumbing\best plumbing 2016\Best 2016 Request\Planner comments 08-30-16.docx

617.20
Appendix B
Short Environmental Assessment Form



Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information		
Name of Action or Project: BEST PLUMBING Supply		
Project Location (describe, and attach a location map): MODIFY RESTRICTIONS ON DAYS + HOURS OF OPERATIONS		
Project Location (describe, and attach a location map): 49 ROUTE 138 SOMERS NY		
Brief Description of Proposed Action: ① TO CONDUCT SHOWROOM SALES ACTIVITIES ON SUNDAYS 11AM-5PM ② TO CONDUCT SUPPLY SALES AND PICKUPS ON SATURDAYS 8AM-5PM ③ REMOVE TRUCK ACTIVITY RESTRICTIONS FROM 7:40 AM - 8:15 AM		
Name of Applicant or Sponsor: JONAS WEINER	Telephone: 914 301 9240	E-Mail: JONAS@BESTPIG.COM
Address: 60 BEST PLUMBING SUPPLY 49 RT 138 SOMERS 1		
City/PO: SOMERS	State: NY	Zip Code: 10589
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		<input checked="" type="radio"/> NO <input type="radio"/> YES
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:		<input type="radio"/> NO <input checked="" type="radio"/> YES
SEUP CURRENTLY IN PLACE		
3.a. Total acreage of the site of the proposed action?		35 acres
b. Total acreage to be physically disturbed?		N/A acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		35 acres
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland		

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ <input type="checkbox"/> NO <input type="checkbox"/> YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>Jonas Weiser</u>	Date: <u>5/30/16</u>	
Signature: 		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
<u>Somers Town Board</u>	_____
Name of Lead Agency	Date
<u>Rick Maressey</u>	<u>Supervisor</u>
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	<u>Supette Lynn ACP</u>
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5366
Fax
(914) 277-4093

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589
www.somersny.com

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Director of Planning
sdym@somersny.com

MEMORANDUM

TO: Town of Somers Planning Board

FROM: Syrette Dym, Director of Planning

DATE: August 5, 2016

RE: Project: Best Plumbing Supply, Inc. Modifications to Special Exception Use Permit
Applicant: Best Plumbing Supply, Inc.
Location: 49 Route 138 (Section 28.15, Block 1, Lots 2 & 4)
Zoning: R120 Residence District
Actions: Request for Modifications to Special Exception Use Permit



In response to the August 4, 2016 referral by the Town Board to the Planning Board requesting comment on the application by Best Plumbing Supply, Inc. to modify its Special Exception Use Permit, this item was discussed at the Planning Board meeting of August 10, 2016.

The Planning Board took into consideration a number of items in reaching its final decision, including an e-mail received from Rev. Mark G. Vaillancourt, Ph.D., the President/Principal of Kennedy Catholic High School, whose entrance is located directly across from the entrance to Best Plumbing on Route 138.

The current modification sought by the applicant would permit the following to occur:

1. Conduct Showroom Sales activities on Sundays from 11:00 am to 5:00pm
2. Conduct Supply Sales and Pick-Ups on Saturdays from 8:00am to 5:00pm
3. Remove trucking activity restriction from 7:40am to 8:15 am on Mondays to Fridays

The following were the items the Planning Board considered in its deliberations regarding the above proposed modifications.

- **Traffic Generation** – Jonas Weiner, President of Best Plumbing indicated that the showroom sales on Sundays would only generate customer car traffic not truck traffic for a limited number of hours at a time when school is not in session. Saturday traffic from supply sales and pick-ups would generate customer and contractor traffic but not include their own deliveries. With regard to the morning school weekday peak hour, Mr. Weiner indicated they have nine of their own 24 foot box trucks that are affected. Approximately six of those leave before the Kennedy school peak arrival time and only two to three may leave the site during that time period. There are currently no restrictions on trucks entering the property nor would there be.
- Since the time of consideration of the last special exception use permit, the entrance to Kennedy High School has been improved.
- Improvements to the safety of Route 138 have been made, specifically at the intersection of Route 138 and Route 100
- The line of sight at the project exit for left turn movements has been improved
- Overall improvements have been made to the site

In addition, the Planning Board reiterated its position that the Town Board continue to push for the improvement or replacement of Plum Brook Bridge to alleviate traffic in this corridor.

As a result of the above improvements since issuance of the prior special exception use permit modification of September 3, 2010, the Planning Board was in favor of supporting healthy business activity in the town and did not see the request to use nine trucks during weekday morning school peak hours or permit showroom sales during limited Sunday hours or supply sales and pick-ups on Saturdays as triggering a significant impact on the Route 138 corridor or on surrounding uses.

Z:\PE\Site plan files\best plumbing\best plumbing 2016\Best 2016 Request\Planning Board Comments to Town Board 08-10-16.docx

PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE that the Town of Somers will conduct a Public Hearing on October 13, 2016, at 7:00 p.m. at the Town House located at 335 Route 202, Somers, New York 10589 pursuant to General Municipal Law Section 247 in connection with the Town's acquisition of a Conservation Easement over lands of Stuart's Farm located at 62 Granite Springs Road, Somers, New York, Sheet 26.11, Block 1, Lot 2.

All persons having an interest in the proposed acquisition are invited to attend the public hearing and will be afforded an opportunity to be heard. A copy of the proposed Conservation Easement will be available and may be examined in the Office of the Town Clerk during regular business hours.

BY ORDER OF THE TOWN BOARD

Patricia Kalba
Town Clerk

Dated: September 29, 2016

Setting of Elected Officials Salaries
2017

Supervisor	\$102,243
Town Board	\$ 12,395
Town Clerk	\$ 72,978
Superintendent of Highways	\$105,121

11/7/2016 1:45 PM

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TC
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Agenda
BD 11/4

TOWN OF LEWISBORO
OFFICE OF THE SUPERVISOR

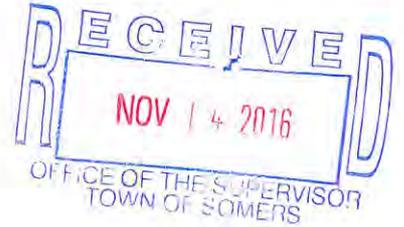
(914) 763-3151
FAX (914) 763-6496
email:supervisor@lewisborogov.com
www.lewisborogov.com



TOWN OF LEWISBORO
11 MAIN STREET
P.O. BOX 500
SOUTH SALEM, NEW YORK 10590

PETER H. PARSONS, SUPERVISOR

Honorable Rick Morrissey
Supervisor
Town of Somers
335 Route 202
Somers, NY 10589



November 2, 2016

Dear Rick:

Request to borrow EOH WQIP funds to finance Year 6 through Year 10 Capital Projects in Westchester County

This requests the Northern Westchester Watershed Coalition's endorsement of a loan to the East of Hudson Watershed Corporation (EOHWC) of \$10 million from the WQIP funds currently being held by Westchester County. These funds would be used to install Years 6 through 10 Stormwater Retrofit projects so enabling the Corporation to fund approximately two years of work on bubble compliance for the twelve municipalities which are members of the NWWC. New York City DEP would provide reassurance that it would repay the loan as soon as it was needed to fund an active project with East of Hudson WQIP funds. Warren Lucas and I have discussed this plan with the Executive branch of County Government who support it in principle. I would like this item to be placed on the NWWC agenda for its November 15 meeting. This would allow much needed progress at our meeting with NYC DEP scheduled for later this month.

Background

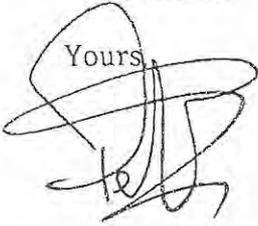
On June 10, 2016 we submitted a request to the New York City DEP for \$35.4 million to fund the capital costs of years 6 through 10 of the Stormwater Retrofit Program to be undertaken by EOHWC - see attached. Since that time we have had meetings and conversations with NYC DEP, NYS DEC and NYS Department of Health and the following has become clear:

1. NYC is not prepared to provide additional funding until each county has exhausted its WQIP Funds. The rationale is simply that it cannot justify giving a county more money until it has either spent its existing funds or at least is moving forward on a fully funded final NYC DEP approved plan to spend them.

2. Westchester has not reached that point. The \$10M allocated to each of Somers and Yorktown are still "under review" and the \$10M allocated to the Newcastle Saw Mill Valley Sewer District has stalled at the funding stage. From NYC's perspective we have \$30 M sitting in the bank idle.
3. The NYC DEP (Assistant Commissioner David Warne) has reacted favorably to the suggestion that EOHWC should borrow \$10 Million of Westchester's WQIP funds supported by a letter of comfort from the City. This should provide sufficient time for the Newcastle, Somers and Yorktown projects to be fully approved and allow the EOHWC to make its bubble compliance deadline for the NWWC member municipalities.
4. Putnam has no unspent WQIP funds and Dutchess never received any.
5. NYC DEP is considering a plan to provide money to fund projects in Filtration Avoidance Determination (FAD) basins. Since 96% of the EOHWC year 6 through 10 plan phosphorous removal in the FAD basins is in Putnam and Dutchess Counties, this funding would not be of significant assistance to Westchester.

Many thanks.

Yours,

A handwritten signature in black ink, appearing to be "Peter H. Parsons", written over the word "Yours,".

Peter H. Parsons
Lewisboro Town Supervisor
President of EOH Coalition

cc. Tracey Corbitt
Ed Burroughs
Warren Lucas

Resolution of the Northern Westchester Watershed Committee

RECOMMENDATION TO ALLOCATE
EAST OF HUDSON WATER QUALITY INVESTMENT PROGRAM FUNDS AND
TO ESTABLISH INFRASTRUCTURE NEEDS PLAN FOR
THE CROTON AND KENSICO WATERSHED MUNICIPALITIES

WHEREAS, an East of Hudson ("EOH") Water Quality Improvement Program ("WQIP") was created by the New York City Watershed Memorandum of Agreement ("MOA"), an agreement executed by and between the County of Westchester, the City of New York, the State of New York, the United States Environmental Protection Agency, the County of Putnam, the Catskill Watershed Corporation, the Coalition of Watershed Towns, certain environmental parties and the municipalities located within the watershed including 12 Westchester municipalities (the towns of Bedford, Cortlandt, Harrison, Lewisboro, Mount Pleasant, New Castle, North Castle, North Salem, Pound Ridge, Somers and Yorktown and the Town/Village of Mount Kisco); and

WHEREAS, pursuant to the MOA the New York City Department of Environmental Protection provided \$38 million to the County of Westchester for the EOH WQIP to support a program of water quality investments in the East of Hudson watersheds of the New York City drinking water supply system; and

WHEREAS, the Northern Westchester Watershed Committee ("NWWC"), consisting of the supervisors/mayors of the 12 watershed MOA municipalities and the County of Westchester, was created to, among other things, determine how best to expend the EOH WQIP funds as outlined in the MOA; and

WHEREAS, the NWWC created a plan to address water quality improvement needs in the Croton and Kensico watershed titled, "East of Hudson Water Improvement Program Funds Accounting and Proposed Allocation of Remaining Funds," dated May 31, 2016 (the "Plan"); and

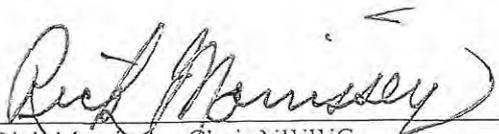
WHEREAS, the NWWC emphasizes that the recommended allocations of EOH WQIP funds represent only a portion of the total funds needed for most projects and that additional sources of funds will be necessary such as from New York State Environmental Facilities Corporation programs; and

WHEREAS, the NWWC recognizes and supports the need for funding water quality improvement projects within NWWC municipality boundaries outside of the Croton and Kensico watersheds;

WHEREAS, a copy of the Plan is attached to this Resolution and made a part of this Resolution;

NOW, THEREFORE, be it resolved that the NWWC adopts the Plan to address water quality improvement needs in the NWWC municipalities with a recommended allocation of EOH WQIP funds and to support additional funding such as from New York State Environmental Facilities Corporation programs; and, be it further

RESOLVED, the NWWC requests the support of the Westchester County Executive and the County Board of Legislators for the Plan and for the pursuit of additional funding from New York State and other potential resources.


Rick Morrissey, Chair NWWC
Adopted May 31, 2016

**East of Hudson Water Quality Improvement Program Funds
Accounting and Proposed Allocation of Remaining Funds**

Revenues (per 2015 Annual Report prepared by Planning Department)	
Initial payment to Westchester County on 4/21/97	\$ 38,000,000.00
Earnings 1998-2014	\$ 29,663,075.27
Earnings 2015	\$ 143,573.35
Supplemental Payment (Credit 2006)	\$ 1,039,000.00
Total Revenue =====>	\$ 68,845,648.62
Anticipate Earnings 2016	\$ 100,000.00
	\$ 68,945,648.62

Authorized Expenditures and Encumbrances (per 2015 Annual Report)	
Total Expenditures	\$ 25,636,918.69
Total Encumbrances (Bedford Septic Program)	\$ 2,750,000.00
Town of New Castle (Saw Mill Valley Sewer District)	\$ 10,000,000.00
East of Hudson Watershed Corporation (Yr 6-10 Study)	\$ 325,000.00
Total Expenditures and Encumbrances	\$ 38,711,918.69
Available Fund Balance =====>	\$ 30,233,729.93

Funding Requests Being Processed	
Bedford Salt Shed - Local Project	\$ 175,000.00
New Castle Vac Truck - Local Project	\$ 147,300.00
Lewisboro Salt Dome - Local Project	\$ 175,000.00
North Salem VAC truck - Local Project	\$ 175,000.00
Mt Kisco Vac Truck - Local Project	\$ 175,000.00
Somers Salt Shed - Local Project	\$ 175,000.00
North Castle Vac Truck - Local Project	\$ 175,000.00
Cortlandt Vac Truck/Salt Spreader - Local Project	\$ 175,000.00
Year 1-5 Retrofit O&M	\$ 1,175,000.00
EOH Fund Administration	\$ 155,000.00
Total Requests being processed =====>	\$ 2,702,300.00
Subtotal =====>	\$ 27,531,429.93
Reduction in Bedford Septic Program (Previously Encumbered) =====>	\$ 2,750,000.00
Net Available Funds =====>	\$ 30,281,429.93

Proposed Allocation of Net Available WQIP Funds	
Potential Future Local 175K Projects	\$ 350,000.00
Town of Yorktown Hallocks Mill Sewer District	\$ 10,000,000.00
Town of Somers - Water Quality Improvement Program	\$ 10,000,000.00
Town of Bedford - Katonah & Bedford Hills Sewers	\$ 9,250,000.00
Total Proposed Allocation =====>	\$ 29,600,000.00
Balance =====>	\$ 681,429.93

Environmental Facilities Corporation:	
Croton Falls Sewer Project - Grant	\$ 5,000,000.00
Lewisboro - Lake Waccabuc Sewer Project - Grant	\$ 1,300,000.00
TOTAL	\$ 6,300,000.00

The Northern Westchester Watershed Committee (NWWC) emphasizes in its recommendation to the Board of Legislators that the requested allocations represent a portion of the funds needed for each project and also note there are other projects which the communities wish to pursue and which the NWWC supports.

Assumptions:

1. Town of New Castle (Saw Mill River Valley Sewer District) \$6M advance to be reimbursed by NYCDEP upon completion of project.
2. \$1,084,844 for Quarry Height to be reallocated.
3. Not all remaining municipalities will request full 175K amount for Local Projects.
4. \$1.5M for Retrofit O&M reduced by \$325K to cover cost of Retrofit Y6-10 Study.
5. Interest is based on previous years. Actual amount not known.

EV
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RECEIVED
NOV 13 2016
OFFICE OF THE SUPERVISOR
TOWN OF SOMERS

From: Rick Morrissey
Sent: Thursday, November 03, 2016 12:47 PM
To: Tom Garrity; Richard Clinchy; Anthony Ciriaco; Bill Faulkner
Cc: Belinda DiTieri
Subject: FW: Ltr to Rick Morrissey re request to borrow EOH WQIP 11 2 2016
Attachments: Ltr to Rick Morrissey re Request to borrow EOH WQIP funds 11 2 2016.pdf

Gentlemen:

I will put this item on the 11/10 TB agenda for discussion but wanted you all to be aware of the request from East of Hudson Corp. As you are aware \$10mil is sitting in the County confers under the Water Quality Improvement Program and is earmarked for the Town of Somers. The Town has tried to utilize these funds to sewer Shenorock, set up a septic system maintenance program, establish a sewer district in the Historic District. Bottom line here is that we are the last municipality to encumber these funds from the County which gave the EOH Corp. an opening to make this request. Shenorock will require close to \$24mil to develop and the community did not want to enter into a sewer district that would cost them any money. I will go over the other suggested projects with you at the 11/10 TB meeting and get your recommendation as to a response to the EOH request.

Thanks,

Rick

Rick Morrissey, MPA

Town Supervisor
Town of Somers
335 Route 202
Somers, NY 10589
Ph: 914-277-3637
Fax: 914-276-0082
supervisor@somersny.com
www.somersny.com

TOWN OF LEWISBORO
OFFICE OF THE SUPERVISOR

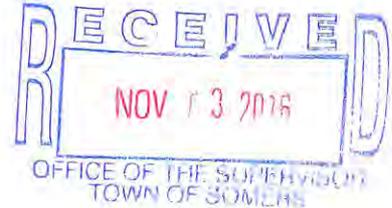
(914) 763-3151
FAX (914) 763-6496
email:supervisor@lewisborogov.com
www.lewisborogov.com



TOWN OF LEWISBORO
11 MAIN STREET
P.O. BOX 500
SOUTH SALEM, NEW YORK 10590

PETER H. PARSONS, SUPERVISOR

Honorable Rick Morrissey
Supervisor
Town of Somers
335 Route 202
Somers, NY 10589



November 2, 2016

Dear Rick:

Request to borrow EOH WQIP funds to finance Year 6 through Year 10 Capital Projects in Westchester County

This requests the Northern Westchester Watershed Coalition's endorsement of a loan to the East of Hudson Watershed Corporation (EOHWC) of \$10 million from the WQIP funds currently being held by Westchester County. These funds would be used to install Years 6 through 10 Stormwater Retrofit projects so enabling the Corporation to fund approximately two years of work on bubble compliance for the twelve municipalities which are members of the NWWC. New York City DEP would provide reassurance that it would repay the loan as soon as it was needed to fund an active project with East of Hudson WQIP funds. Warren Lucas and I have discussed this plan with the Executive branch of County Government who support it in principle. I would like this item to be placed on the NWWC agenda for its November 15 meeting. This would allow much needed progress at our meeting with NYC DEP scheduled for later this month.

Background

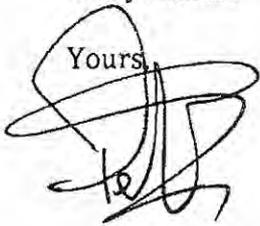
On June 10, 2016 we submitted a request to the New York City DEP for \$35.4 million to fund the capital costs of years 6 through 10 of the Stormwater Retrofit Program to be undertaken by EOHWC – see attached. Since that time we have had meetings and conversations with NYC DEP, NYS DEC and NYS Department of Health and the following has become clear:

1. NYC is not prepared to provide additional funding until each county has exhausted its WQIP Funds. The rationale is simply that it cannot justify giving a county more money until it has either spent its existing funds or at least is moving forward on a fully funded final NYC DEP approved plan to spend them.

2. Westchester has not reached that point. The \$10M allocated to each of Somers and Yorktown are still "under review" and the \$10M allocated to the Newcastle Saw Mill Valley Sewer District has stalled at the funding stage. From NYC's perspective we have \$30 M sitting in the bank idle.
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4. Putnam has no unspent WQIP funds and Dutchess never received any.
5. NYC DEP is considering a plan to provide money to fund projects in Filtration Avoidance Determination (FAD) basins. Since 96% of the EOHWC year 6 through 10 plan phosphorous removal in the FAD basins is in Putnam and Dutchess Counties, this funding would not be of significant assistance to Westchester.

Many thanks.

Yours,

A handwritten signature in black ink, appearing to be 'Peter H. Parsons', written over the word 'Yours,'.

Peter H. Parsons
Lewisboro Town Supervisor
President of EOH Coalition

cc. Tracey Corbitt
Ed Burroughs
Warren Lucas

EAST OF HUDSON COALITION

2, Route 164

Patterson, NY 12563

The Honorable Emily Lloyd
Commissioner
New York City Department of Environmental Protection
59-17 Junction Boulevard
Flushing, NY 11373

June 10, 2016

Dear Madam Commissioner,

East of Hudson Watershed Corporation Stormwater Retrofit Program for Years 6 -10
Request for Funding

This requests that you earmark \$35.4 million to fund the capital costs of years 6 through 10 of the Stormwater Retrofit program to be undertaken by the East Of Hudson Watershed Corporation (EOHWC). A preliminary list of projects, their estimated costs and estimated phosphorous reduction is attached as Exhibit A. These figures are based on a study being done by Woodard and Curran Engineering.

Background

The EOHWC is a not-for-profit Local Development Corporation formed by 19 municipalities located in the New York City watershed east of the Hudson River in Westchester, Putnam and Dutchess counties. Its purpose is to complete Stormwater Retrofit Projects which will meet the MS4 phosphorous reduction requirement of its members under bubble compliance.

The Corporation will have entered into construction contracts on sufficient projects to more than meet its first five year phosphorous reduction requirement of 459.5 Kilograms per year before the end of 2016 at a total estimated cost to the EOHWC of \$32,482,791. An additional estimated \$1.2 million of non-EOHWC grant money was spent on projects for which the Corporation took phosphorous reduction credit for a total of \$33.7 million. We are anticipating an actual phosphorous reduction of 510 kilograms, that would suggest an efficiency of approximately \$66,000 per kilogram

To achieve these results EOHWC has put together a high performing team consisting of three full time employees (two engineers and a comptroller) plus two part time administrators. Creating this team has taken considerable effort and dedication by the EOHWC officers who have also implemented a strong Executive Committee Review process to monitor project efficiency, change orders and all payments. This focus on cost per kilogram has resulted in progressively more efficient projects and designs including bank stabilizations and outfalls.

More detailed information is attached in Exhibit B.

Our Plan

EOHWC estimates the total cost of the Years 6 - 10 program will be \$43.5 million. We anticipate this being funded as follows:

1. \$35.4 million from NYC DEP to be used for capital design and construction costs of projects.
2. \$5,700,000 from Water Quality Improvement Program (WQIP) funds held by EOHWC as a result of the surplus from Years 1 - 5. \$3,000,000 of this will be used for operating costs of the corporation and an additional \$700,000 for costs of cancelled projects. The balance will be held as a reserve to cover unforeseen costs -- eg. Need to find new office space and/or decision to hire an Executive Director.
3. Each municipality which is a member of the Corporation has agreed to take responsibility for funding its share of the O&M for all projects. This is estimated to cost \$235,000 annually for Years 1—5 projects rising to \$500,000 annually as new projects are built.

Factors in calculating the \$35.4 million cost of projects are as follows:

- We estimate that the phosphorous reduction achieved from Year 1 through 5 will be 510 kilos so reducing the required Years 6 through 10 project yield by 50.5 kilos to 409.
- Total phosphorous reduction of projects listed in Exhibit A would theoretically, if completed, result in a phosphorous reduction of 761.52 kilos and an efficiency of \$86,581 per kilogram. Projecting that efficiency to a target of 409 kilos results in a project cost of \$35.4 million.
- The \$86,581 efficiency is based on Woodard & Curran's estimates which adjust an efficiency based on Year 1—5 costs of \$64,945 upward to include 3% annual inflation compounded over 5 years plus a 15% contingency allowance. It should be noted that the \$64,945 actually represents a one thousand dollar improvement versus Years 1 -5. We believe that this results in a very conservative estimate because the "low hanging fruit" from which we benefited in the first five years has already been picked. Even more critical is that the list includes 57% of projects which account for 61% of the kilos which are on private property where experience shows we meet with a high level rejection. This means that assuming that the Corporation can depend on just the more efficient projects is unlikely to be realistic.
- The selected practices are based on Year 1 through 5 costs and include a broad spectrum of Retrofit Practices - Subsurface Infiltration, Water Quality Ponds, Surface Sand Filters, Dry Swales, Bioretention, Channel Stabilization, and Proprietary Filtering Structures.
- Based on conversations with the New York State Department of Environmental Conservation the practices in the Woodard & Curran study have a large bias toward impervious surfaces.

Filtration Avoidance Determination Basins

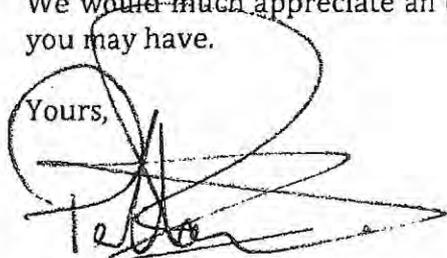
56% of the retrofits representing 47% of the phosphorous removal are in FAD basins including their upstream and hydrologically connected basins. Their average efficiency is \$20,025 less per kilo than projects in the non-FAD areas. We may need to decide whether placing retrofits in the FAD basins is more or less important than achieving the best efficiencies.

Urgency

Without a clear indication of NYC DEP's willingness to fund the continuing operation of EOHWC, that operation will become moribund in the fall of 2016 and its continuing existence will be pointless. Granted the effectiveness of the corporation as it now exists that would be a huge and indefensible step backwards.

We would much appreciate an opportunity to discuss this with you and to answer any questions you may have.

Yours,

A handwritten signature in black ink, appearing to read "Peter H. Parsons", written over a circular scribble.

Peter H. Parsons
President of EOH Coalition

cc: Paul Rush, Deputy Commissioner for Water Supply
David S. Warne, Assistant Commissioner, NYC Environmental Protection Bureau of
Water Supply
Michael J. Meyer, Section Chief, NYC Environmental Protection Bureau of Water
Supply
James M. Tierney, Deputy Commissioner for Water Resources, New York State
Department of Environmental Conservation
Thomas Snow, New York State Department of Environmental Conservation, Division
of Water
Robert M. Capowski, P.E., New York State Department of Environmental
Conservation, Division of Water
Ken Kisinski, P.E. Environmental Engineer III, New York State Department of
Environmental Conservation, Division of Water
Pamela L. Young, Ph.D. Chief, New York City Watershed Section Bureau of Water
Supply Protection, New York State Department of Health
William C. Harding, Executive Director, Watershed Council, New York State
Department of State

EXHIBIT H



East of Hudson Coalition Years 6 - 10 Draft Project List (Deliverable Task 1C) June 10, 2016



RENNA ENGINEERING DESIGN, PLLC
 CIVIL • ENVIRONMENTAL • STRUCTURAL
 One Westchester Plaza, Suite 300, Westchester, NY 10804
 Tel: 914-925-9255 Fax: 914-925-9256

General Notes:

- A. This project list represents the Phase 1 level of vetting as included in our proposal. It was developed based on GIS desktop reviews of the NYCDER, EDHWC, and W&C databases and customized layers, meetings with Town representatives and initial discussions with property owners, and site visits to confirm SRP compatibility with the property constraints and operations.
- B. This list will be modified based on the outcome of a final round of vetting with the host municipalities.
- C. The cost data reflected in this table is based on a compilation and analysis of EDHWC records to date for projects in Years 1-5, in which accurate cost data exists for design and construction costs (a function of construction bids or EOPCCs based on 100% design documents in the absence of construction bids). The cost data included in the table accounts for a 15% contingency due to the preliminary and conceptual nature of the SRP identification process and design/calculations, as well as having less opportunity for projects on public lands. The costs also reflect 5 years of inflation at 3% per year.
- D. The column titled "Estimated Project Cost (Design + Construction)" is a function of the weighted average cost per kg per SRP (design and construction) as calculated in Table 2 listed at the bottom of this document, based on EDHWC records. The table also includes the lowest and highest design and construction costs per SRP encountered in Year 1-5, to provide a comprehensive view of potential expected costs in Years 6-10.
- E. Channel stabilization projects presented in this table do not account for any potential additional phosphorus removal credits associated with proposed design/construction of upgradient SRP's. The removal credits presented in the table have been calculated under the latest NYSDER-approved BANCOS method equations, and assume a soil loss depth of 0.065.
- F. The SRPs presented in this table are the primary proposed SRPs for each project, intended to maximize phosphorus removal and cost efficiency. Consistent with the approach included in our initial project approach, we will develop Conceptual Project Plans that may include secondary and tertiary proposed SRP options. These secondary/tertiary options will only be included in the Conceptual Project Sketches, and are intended to provide flexibility during the regulatory review phase in the event that the primary SRP is deemed infeasible.

Summary of Proposed Year 6-10 Phosphorus Reduction	
*FAD Basin Total (kg/yr) / # of projects / total estimated project cost	*358.71 / 80 / \$34,039,878
Non-FAD Basin Total (kg/yr) / # of projects / total estimated project cost	*402.81 / 64 / \$30,158,382
Year 6-10 Plan Total (kg/yr) / # of projects / total estimated project cost	761.52 / 144 / \$64,198,260

*Cross River (16.99 kg / 7 projects / \$1.58M), Croton Falls (55.84 kg / 14 projects / \$5.43M) and West Branch (4.72 kg / 1 project / \$0.75M) account for 79.49 kg and 22 projects totalling an estimated \$7.6M in project costs out of the \$59.71 kg / 80 projects / \$34M listed for the FAD Basins.

Project #	Location	Ownership	County	Project Name	Removal	FAD Basin	Estimated Phosphorus Reduction (kg/yr)	Estimated Project Cost (\$)
1	Erased Channel (NYC DEP Owned Lot North of A&P)	Public - NYC DEP	Bedford	Bedford Road	Muscot	No	4.52	\$197,196
2	Railroad Ave/School Street Outfall	Public/Private	Westchester	Bedford	Muscot	No	2.19	\$159,348
3	Sunnyfield Farm (8-MU-338) ¹	Private	Westchester	Bedford	Muscot	No	18.54	\$908,852
4	Valley Road	Public/Private	Westchester	Bedford	Muscot	No	6.30	\$455,521
5	Putnam Terrace	Public	Putnam	Brewster	Diverging	Yes	0.38	\$25,518

Project #	Location	Ownership	County	Project Name	Removal	FAD Basin	Estimated Phosphorus Reduction (kg/yr)	Estimated Project Cost (\$)
6	Bedford Road	Public	Westchester	Bedford	Muscot	No	4.52	\$197,196
7	Bedford Road	Public	Westchester	Bedford	Muscot	No	2.19	\$159,348
8	Bedford Road	Private	Westchester	Bedford	Muscot	No	18.54	\$908,852
9	Bedford Road	Public/Private	Westchester	Bedford	Muscot	No	6.30	\$455,521
10	Brewster	Public	Putnam	Brewster	Diverging	Yes	0.38	\$25,518

Project Name	Location	County	Address	Project to Handle	Branch	Est. Bldg. (Stream)	Classified (Stream)	Estimated Production (CFS)	Estimated Production (CFS)	Estimated Production (CFS)
38 Lake Carmel - B	Public	Putnam	Lakeshore Dr E & Harriman Rd	Proprietary Filtering Practices	Middle Branch	Yes	-	0.72	\$52,060	\$37,190 - \$176,573
39 Lake Carmel - C	Public	Putnam	Lakeshore Dr E & Harriman Rd	Proprietary Filtering Practices	Middle Branch	Yes	-	2.48	\$179,316	\$128,100 - \$608,195
40 Lake Carmel - D	Public	Putnam	Lakeshore Dr E & Cary Rd	Proprietary Filtering Practices	Middle Branch	Yes	-	0.88	\$63,628	\$45,455 - \$215,811
41 Lake Carmel - E	Public	Putnam	Lakeshore Dr E & Hawthorne Rd	Proprietary Filtering Practices	Middle Branch	Yes	-	2.48	\$179,316	\$128,100 - \$608,195
42 Lake Carmel - F	Public	Putnam	Lakeshore Dr E & Lockwood Rd	Proprietary Filtering Practices	Middle Branch	Yes	-	1.28	\$92,550	\$66,116 - \$313,907
43 Lake Carmel - G	Public	Putnam	Lakeshore Dr E & Stanwich Rd	Proprietary Filtering Practices	Middle Branch	Yes	-	1.44	\$104,119	\$74,381 - \$353,145
44 Lake Carmel - H	Public	Putnam	Lakeshore Dr E & Huguenot Rd	Proprietary Filtering Practices	Middle Branch	Yes	-	1.68	\$121,472	\$86,777 - \$412,003
45 Lake Carmel - I	Public	Putnam	Lakeshore Dr E & Yorktown Rd	Proprietary Filtering Practices	Middle Branch	Yes	-	1.60	\$115,688	\$82,645 - \$392,364
46 Lake Carmel - J	Public	Putnam	Lakeshore Dr E & Cabbagehouse Dr	Proprietary Filtering Practices	Middle Branch	Yes	-	4.96	\$358,633	\$256,200 - \$1,216,990
47 Lake Carmel - K	Public	Putnam	Lakeshore Dr E & Woodland Dr	Proprietary Filtering Practices	Middle Branch	Yes	-	5.12	\$370,201	\$264,464 - \$1,255,628
48 Lake Carmel - L	Public	Putnam	Lakeshore Dr E & Fleetwood Rd	Proprietary Filtering Practices	Middle Branch	Yes	-	3.60	\$115,688	\$82,645 - \$392,384
49 Lake Carmel - M	Public	Putnam	Lakeshore Dr E & Placid Rd	Proprietary Filtering Practices	Middle Branch	Yes	-	2.48	\$179,316	\$128,100 - \$608,195
50 Montrose Drive Outfall	Public	Putnam	Montrose Dr & Greenidge Ct	Multiple Pond System	Middle Branch	Yes	-	20.48	\$2,509,277	\$860,411 - \$5,901,873
51 Fox Valley Park - A	Public	Westchester	Indian Hill Rd & Waccabuc Rd	Subsurface Infiltration	Muscoot	No	-	0.88	\$139,895	\$55,002 - \$317,595
52 Fox Valley Park - B	Public	Westchester	Indian Hill Rd & Waccabuc Rd	Subsurface Infiltration	Muscoot	No	-	1.68	\$267,073	\$105,003 - \$606,318
53 Lewisboro Salt Shed	Public	Westchester	82 Spring St	Subsurface Infiltration	Cross River	Yes	-	1.92	\$305,226	\$120,004 - \$682,935

Project No.	Location	Property Type	Address	Town	Project Type	Species	Area (Ac)	Class	Value
70	Paulding Drive & Kitchawan Drive	Public/Private	Intersection of Paulding Drive & Kitchawan Drive	Westchester	Channel Stabilization	New Castle	No	No	\$329,823
									\$76,290 - \$519,259
71	Roaring Brook Road	Public	Shoulder of #330 - 374 Roaring Brook Road	Westchester	Channel Stabilization	New Castle	No	No	\$125,647
									\$29,063 - \$197,813
72	Silver Lane	Private	#15 & #12 Silver Lane	Westchester	Channel Stabilization	New Castle	No	No	\$102,524
									\$23,714 - \$161,410
73	Silver Lane & Hunting Ridge	Private	Intersection of Silver Lane & Hunting Ridge Road	Westchester	Channel Stabilization	New Castle	No	No	\$101,652
									\$23,513 - \$160,036
74	Turner Drive	Public/Private	Near #38 Turner Drive	Westchester	Channel Stabilization	New Castle	No	B(TS) 6	\$154,441
									-
75	358 Hawley Road	Private	358 Hawley Road	Westchester	Channel Stabilization	North Salem	No	CT) 6	\$918,044
									-
76	422 Handstrable Road	Private	422 Handstrable Road	Westchester	Channel Stabilization	North Salem	No	No	\$101,652
									\$23,513 - \$160,036
77	Delaney Road 1	Private	Delaney Rd	Westchester	Channel Stabilization	North Salem	No	Class "C" 4	\$579,808
									-
78	Hunt Lane and Route 116	Private	Hunt Lane and Route 116	Westchester	Channel Stabilization	North Salem	No	No	\$189,779
									\$43,897 - \$298,780
79	Reeler Lane/Snow Hill Farm 1	Private	91-99 Reeler Ln	Westchester	Channel Stabilization	North Salem	No	Class "C" 4	\$1,155,035
									-
80	Lake Hawthorne	Public	Large outfall located at end of Fox Den	Westchester	Proprietary Filtering Practices	North Salem	No	-	\$158,348
									\$113,120 - \$537,075
81	Mills Road 1	Private	Mills Road & Great Oak Lane	Westchester	Channel Stabilization	North Salem	No	No	\$228,594
									\$52,172 - \$355,101
82	Norton Lane	Private	#24 Norton Lane / Undeveloped Parcel	Westchester	Channel Stabilization	North Salem	No	No	\$301,465
									\$69,730 - \$474,613
83	Old Salem Center & Hill Lane 1	Private	89 Norton Lane	Westchester	Channel Stabilization	North Salem	No	No	\$119,539
									\$27,650 - \$188,197
84	Old Salem Center Road 1	Private	3 Old Salem Center Rd	Westchester	Channel Stabilization	North Salem	No	No	\$51,917
									\$12,009 - \$81,735
85	Triple E Nursery	Private	Star Ridge Road & Triple E Nursery	Westchester	Channel Stabilization	North Salem	No	No	\$54,098
									\$12,513 - \$85,169

Project No.	Project Name	Address	City	County	Responsibility	Project Status	Phase	Design	Construction	Estimated Project Cost (Million)	Estimated Project Value (Million)	Estimated Project Value (Million)
86	West View Cross Road	West View Cross Road	Westchester	Putnam	North Salem	Channel Stabilization	Miscot	No	No	4.55	\$198,505	\$45,915 - \$312,517
87	Big Elm Detention Pond	1 Bradley Dr	Putnam	Putnam	Patterson	Wet Extended Detention Pond ⁵	East Branch	Yes	Yes	2.16	\$264,650	\$80,747 - \$622,463
88	Clancy Relocation & Logistics	2963 Rt 22	Putnam	Putnam	Patterson	Wet Extended Detention Pond ⁵	East Branch	Yes	No	6.64	\$813,555	\$278,562 - \$1,913,498
89	Devon Road - A	Devon Rd & Cornwall Hill Rd	Putnam	Putnam	Patterson	Wet Extended Detention Pond ⁵	East Branch	Yes	No	2.16	\$264,650	\$90,747 - \$622,463
90	Devon Road - B	98 Somerset Dr	Putnam	Putnam	Patterson	Proprietary Filtering Practices	East Branch	Yes	Yes	4.64	\$335,495	\$239,671 - \$1,137,913
91	Fox Run Condominiums	Fox Run Ln	Putnam	Putnam	Patterson	Wet Extended Detention Pond ⁵	Middle Branch	Yes	Yes	6.24	\$764,545	\$262,157 - \$1,798,227
92	Gottwald Property ²	384 Pap Street	Putnam	Putnam	Patterson	Pocket Pond	Middle Branch	Yes	Yes	5.92	\$725,338	\$248,713 - \$1,706,010
93	Indian Hill Road	16 Indian Hill Road	Putnam	Putnam	Patterson	Wet Extended Detention Pond ⁵	East Branch	Yes	Yes	5.68	\$695,932	\$238,630 - \$1,636,848
94	JRS Pharma	2981 Rt 22	Putnam	Putnam	Patterson	Surface Sand Filter	East Branch	Yes	Yes	3.52	\$736,381	\$142,542 - \$510,551
95	Manor Road - A	21 Manor Rd	Putnam	Putnam	Patterson	Wet Extended Detention Pond ⁵	East Branch	Yes	Yes	0.96	\$117,622	\$40,332 - \$276,650
96	Manor Road - B	14 Kings Way	Putnam	Putnam	Patterson	Wet Extended Detention Pond ⁵	East Branch	Yes	Yes	3.04	\$371,471	\$127,717 - \$876,059
97	Patterson Commons	3101 Rt 22	Putnam	Putnam	Patterson	Wet Extended Detention Pond ⁵	East Branch	Yes	Yes	7.36	\$901,771	\$309,210 - \$2,120,986
98	Putnam Lake - A	Lake Shore Dr & Jackson Rd	Putnam	Putnam	Patterson	Proprietary Filtering Practices	East Branch	Yes	Yes	0.96	\$65,413	\$49,587 - \$235,430
99	Putnam Lake - B	Lake Shore Dr & Dayton Rd	Putnam	Putnam	Patterson	Proprietary Filtering Practices	East Branch	Yes	Yes	5.20	\$375,986	\$268,597 - \$1,275,247
100	Putnam Lake - C/D	Lake Shore Dr & Fulton Dr	Putnam	Putnam	Patterson	Proprietary Filtering Practices	East Branch	Yes	Yes	13.84	\$1,000,701	\$714,880 - \$3,394,120
101	Robin Hill Corporate Park - A	20 Jon Barrett Road	Putnam	Putnam	Patterson	Wet Extended Detention Pond ⁵	East Branch	Yes	Yes	6.00	\$735,140	\$252,074 - \$1,729,064

Project No.	Project Name	Location	County	City/Town	Project Type	Phase	Start Date	End Date	Class	Class Cnt	Yes	Cost	Estimate
102	Robin Hill Corporate Park - B	40 Jon Barnett Road	Putnam	Putnam	Pocket Pond	East Branch	Yes	1.68	Yes		\$205,839	\$70,581 - \$484,138	
103	Robin Hill Corporate Park - C	50 Jon Barnett Road	Putnam	Putnam	Pocket Pond	East Branch	Yes	1.84	Yes		\$225,443	\$77,303 - \$530,746	
104	Robin Hill Corporate Park - D	60 Jon Barnett Road	Putnam	Putnam	Pocket Pond	East Branch	Yes	2.96	Yes		\$362,669	\$124,356 - \$859,005	
105	Robin Hill Corporate Park - E	70 Jon Barnett Road	Putnam	Putnam	Pocket Pond	East Branch	Yes	1.20	Yes		\$147,028	\$50,415 - \$345,813	
106	Robin Hill Corporate Park - F	89 Jon Barnett Road	Putnam	Putnam	Pocket Pond	East Branch	Yes	2.32	Yes		\$284,254	\$97,468 - \$668,572	
107	Watchtower Education Center - A	100 Watchtower Dr	Putnam	Putnam	Wet Extended Detention Pond	East Branch	Yes	15.36	Yes		\$1,881,958	\$645,309 - \$4,426,405	
108	Watchtower Education Center - B	100 Watchtower Dr	Putnam	Putnam	Wet Extended Detention Pond	East Branch	Yes	2.56	Yes		\$313,660	\$107,551 - \$737,734	
109	CT, Eroded Channel		New Fairfield	Putnam	Channel Stabilization	East Branch	Yes	19.12	Yes		\$1,251,234		
110	Ambler-Way Channel	Ambler Way & Boutwell Road	Westchester	Pound Ridge	Channel Stabilization	Cross River	Yes	0.25	No		\$10,907	\$2,325 - \$17,171	
111	Major Lockwood Lane Channel	Major Lockwood Lane & Tetermuck Road	Westchester	Pound Ridge	Channel Stabilization	Muscoot	No	1.69	No		\$73,730	\$17,054 - \$116,078	
112	Patview Drive Channel	114 Patview Drive	Westchester	Pound Ridge	Channel Stabilization	Cross River	Yes	1.39	No		\$60,842	\$14,027 - \$95,472	
113	Diagee Road	26 Diagee Road	Westchester	Pound Ridge / Lewisboro	Channel Stabilization	Cross River	Yes	2.31	No		\$100,779	\$23,311 - \$158,662	
114	Stagecoach Road	Stagecoach Road	Putnam	Putnam County (Putnam)	Channel Stabilization	East Branch	Yes	2.25	No		\$98,162	\$22,705 - \$154,541	
115	Putnam County Sheriff's Facility	3 County Center & 40 Glenside Avenue	Putnam	Putnam County (Carmel)	Proprietary Filtering Practices	Cross River	Yes	4.10	Yes		\$286,450	\$211,778 - \$1,005,483	
116	8 La Fayette Drive	Moseman Ave & Pines Bridge Road	Westchester	Somers	Channel Stabilization	New Croton	No	4.16	No		\$181,490	\$41,879 - \$285,730	
117	Hachafah Brown	Hachafah Brown Drive	Westchester	Somers	Wet Extended Detention Pond	Muscoot	No	0.74	No		\$90,667	\$31,089 - \$213,251	

Project No.	Location	County	Municipality	Proprietary/Non	Retention	FAD Basin	Estimated Detention	Estimated	Estimated	Estimated
								Volume	Volume	Volume
								(cu ft)	(cu ft)	(cu ft)
118	Lake Lincolnale/Mancini Property ^{1,4}	Westchester	Somers	West Extended Detention Pond	Muscoot	No	18.83	-	-	-
119	Lakeview Drive ¹	Westchester	Somers	Channel Stabilization	Muscoot	No	7.57	\$330,259	\$76,391	\$519,945
120	Pine Tree Drive Col-de-roc	Westchester	Somers	Proprietary Filtering Practices	Muscoot	No	2.00	\$144,610	\$103,306	\$490,480
121	Windsor Road*	Westchester	Somers	Channel Stabilization	Anawalk	No	1.21	-	-	-
122	Brewster Hill Road - Channel	Putnam	Southwest	Channel Stabilization	Diverting	Yes	36.14	\$2,365,041	-	-
123	Eagles Ridge	Putnam	Southwest	Dry Swale	Diverting	Yes	6.29	\$569,590	\$234,807	\$924,835
124	Garden Homes Brewster (Upgrade Existing Detention Facility)	Putnam	Southwest	Pocket Pond	Bog Brook	Yes	5.87	\$719,212	\$246,612	\$1,693,601
125	Lake Tonetta	Putnam	Southwest	Subsurface Infiltration	Diverting	Yes	1.83	\$290,919	\$114,379	\$660,454
126	Midtown Trackage Ventures LLC (MTA Parking Lot)	Putnam	Southwest	Surface Sand Filter	Diverting	Yes	5.69	\$382,105	\$230,415	\$825,293
127	Mount Kisco Medical Group	Putnam	Southwest	Surface Sand Filter	Middle Branch	Yes	2.35	\$157,811	\$95,163	\$340,850
128	Scalpino Park	Putnam	Southwest	Surface Sand Filter	East Branch	Yes	1.52	\$102,074	\$61,552	\$220,465
129	158 Route 22 LLC	Dutchess	Town of Pawling	Pocket Pond	East Branch	Yes	6.16	\$754,743	\$258,796	\$1,775,173
130	Dalry, John	Dutchess	Town of Pawling	Channel Stabilization	East Branch	Yes	2.74	\$119,599	\$27,650	\$188,197
131	Lappa Inc.	Dutchess	Town of Pawling	Proprietary Filtering Practices	East Branch	Yes	1.84	\$133,041	\$85,042	\$451,241
132	Pawling Fire Dept Inc.	Dutchess	Town of Pawling	Proprietary Filtering Practices	East Branch	Yes	1.37	\$99,058	\$70,765	\$335,979
133	South Street	Dutchess	Town of Pawling	Multiple Pond	East Branch	Yes	3.71	\$454,561	\$155,866	\$1,069,138

Address	Ownership	City	Village of Pawling	Proprietary Filtering Practizes	East Branch	Yes	3.64	\$783,190	\$188,018 - \$892,673
134 Railway Drive	Private	Dutchess	Village of Pawling	Proprietary Filtering Practizes	East Branch	Yes	3.64	\$783,190	\$188,018 - \$892,673
135 Foundation For Christian Living	Private	Dutchess	Village of Pawling	Pocket Pond	East Branch	Yes	2.55	\$912,434	\$107,131 - \$794,852
136 Saint John's Church	Private	Dutchess	Village of Pawling	Surface Sand Filter	East Branch	Yes	1.13	\$75,864	\$43,759 - \$163,898
137 Downing Park	Public	Westchester	Yorktown	Surface Sand Filter	Muscoot	No	1.96	\$131,621	\$79,370 - \$284,284
138 Franklin D. Roosevelt Park	Private	Westchester	Yorktown	Surface Sand Filter	Muscoot	No	5.06	\$399,798	\$204,904 - \$733,916
139 Front St	Public	Westchester	Yorktown	Multiple Pond	New Croton	No	36.62	\$4,486,803	\$1,538,489 - \$10,553,056
140 IBM Building	Private	Westchester	Yorktown	Surface Sand Filter	New Croton	No	10.00	\$671,538	\$404,948 - \$1,450,428
141 Junior Lake	Public	Westchester	Yorktown	Surface Sand Filter	Muscoot	No	6.63	\$445,230	\$268,480 - \$961,633
142 Merry College Yorktown Center	Public / Private	Westchester	Yorktown	Pocket Pond	New Croton	No	14.11	\$1,728,803	\$592,793 - \$4,086,183
143 Yorktown Highway Department	Public	Westchester	Yorktown	Multiple Pond	New Croton	No	16.54	\$1,026,535	\$694,883 - \$4,786,454
144 Yorktown Schools	Public	Westchester	Yorktown	Surface Sand Filter	Muscoot	No	5.80	\$389,482	\$234,870 - \$841,248

TOTALS: 761.52 \$64,198,260

ESTIMATED UNIT COST 7 \$86,581 per kg

Table 2. Project Cost Information Based on Years 1-5 (Estimated Values - Draft)

Stormwater Retrofit Practice	Weighted Average (Design + Construction) per KG	Weighted Average Plus 15% Contingency & 5 Year Inflation (3% per year) per KG	Lowest Design + Construction (Plus Contingency & Inflation) per KG	Highest Design + Construction (Plus Contingency & Inflation) per KG
Subsurface Infiltration	\$119,244	\$158,972	\$62,502	\$360,904
Water Quality Pond	\$91,904	\$122,523	\$42,012	\$288,177
Surface Filters	\$50,372	\$67,154	\$40,495	\$145,043
Dry Swale	\$67,925	\$90,555	\$37,330	\$147,033
Stormfilter	\$54,236	\$72,305	\$51,653	\$245,240
Channel Stabilization	\$32,725	\$43,627	\$10,091	\$68,685
Bioretention	\$165,648	\$220,836	\$204,506	\$244,995

Footnotes:

- 1 Project designated as Year 6 Project as part of deliverable Task 1A.
- 2 Previously Year 3 Project (formerly Pat-MB-05), fully designed and requires construction easement.
- 3 Project proposes stabilization of eroded stream in Connecticut. Contributing drainage area and proposed stabilization is within EOH Watershed and stream is tributary to Punnam Lake in Patterson.
- 4 Project construction completed within last 12 months. Requires approval by NYSDEC (formal submittal of design documents and phosphorus calculations) in order to obtain final phosphorus removal credit.
- 5 Project proposes retrofitting existing stormwater detention practice to water quality pond.
- 6 Estimated project costs for channel stabilization projects within classified streams have been increased by a factor of 50% to account for natural and more expensive stabilization measures (in conjunction with stone riprap) that may potentially be required by the NYSDEC. Historical cost range information has also been omitted for these projects since historical cost data only exists for channels stabilized exclusively with riprap.
- 7 The cost per kilogram figure does not take into account the kilogram reduction associated with the Lake Unicoindale and Windsor Road projects (#118 and #121 in table) since these projects have already been built. The total phosphorus reduction figure (763.52 kg) however, does include these two projects.

Mission Statement

The East of Hudson Watershed Corporation (EOHWC) is a Not-for-Profit Local Development Corporation. The EOHWC is formed by the 19 municipalities located in the New York City Watershed in Westchester, Putnam, and Dutchess Counties.

It is a regional stormwater entity, the primary purpose of which is to reduce the levels of phosphorus in the surface water of the New York City Watershed East of the Hudson River.



Employees

- Three full time
- Two engineers
- One finance
- Two part time
- Admin

Contacts

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Director of Engineering

John Belyea, P.E.
Senior Project Manager

Joanne Tavino
Comptroller

Yvette Rivera
Accounts Payable Coordinator

Linda Matera
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George Rodenhausen, Esq.
Legal Counsel

Peter Parsons
President

Richard Williams
Vice President

Warren Lucas
Treasurer

David Kelly
Secretary / FOIL Officer



Revenues Year 1 through 5

4.0M NYC DEP FAD

10.0M Westchester WQIP

8.2M Putnam WQIP *

16.0M NYC DEP

38.2M TOTAL

*\$7.77M given to EOH,
8.2 spent by Putnam

2015 ANNUAL REPORT



Retrotek at Howard Street, Landisboro, New York

April 7, 2016

Expenses Years 1 through 5

• Compensation	1,600,975	5 years
• Projects	29,872,343	5 years
• Other *	<u>1,009,473</u>	5 years

TOTAL (5 yr) 32,482,791

Estimated Surplus \$5,736,551 years 1-5

**(legal, audit, rent)*

Phosphorus Reduction

MS4	Five Year Phosphorus Reduction Requirement (kg/yr)	Actual Phosphorus Reduction (kg/yr)					Estimated Phosphorus Reduction (kg/yr)					Estimated Totals (kg/yr) (1)	
		Year					Year					Total Reduction	Remaining Reduction Requirement
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 1 (1)	Year 2 (1)	Year 3 (1)	Year 4 (1)	Year 5 (1)		
Bedford	32.2	9.1	7.3	5.3	3.7	-	-	-	-	13.4	38.8	0.0	
Brewster	9.2	-	-	83.6	-	-	-	-	-	-	83.6	0.0	
Carmel	72.0	3.7	7.5	14.4	-	-	-	3.0	-	-	28.6	43.4	
Cortlandt	11.6	-	-	-	-	3.2	-	-	-	-	3.2	8.4	
Kent	33.6	9.6	4.7	10.0	-	-	-	7.3	-	-	31.5	2.1	
Lewisboro	35.5	4.0	-	-	18.3	-	-	-	5.1	3.5	31.0	4.5	
Mount Kisco	18.7	0.8	-	-	-	-	-	-	22.4	-	23.2	0.0	
New Castle	25.1	-	-	-	-	-	-	-	-	12.6	12.6	12.5	
North Castle	1.0	-	-	-	-	-	-	-	-	-	0.0	1.0	
North Salem	19.1	-	7.1	-	9.8	-	8.4	-	-	12.5	37.8	0.0	
Patterson	17.2	3.3	1.6	10.4	-	-	-	-	1.8	4.4	21.5	0.0	
Pound Ridge	9.5	-	-	-	-	-	-	-	-	-	0.0	9.5	
Putnam Valley	1.0	-	-	-	-	7.9	-	-	-	-	7.9	0.0	
Town of Pawling	3.5	-	1.7	-	-	-	-	-	-	5.6	7.3	0.0	
Village of Pawling	4.3	-	0.03	-	-	-	-	-	-	-	0.0	4.3	
Somers	50.0	10.4	1.5	16.0	24.2	-	-	-	-	2.6	54.6	0.0	
Southeast	31.1	8.8	7.6	21.3	-	64.7	-	-	-	-	102.4	0.0	
Yorktown	54.0	0.1	-	6.1	-	-	12.4	-	-	-	18.5	35.5	
Putnam County	30.9	1.9	-	20.4	-	-	-	-	5.5	-	27.7	3.2	
Total	459.5	51.7	39.0	187.5	56.0	72.6	24.0	45.0	54.5	530.2*	0.0		

* UPDATED CONSERVATIVE ESTIMATE 510

Phosphorus Mitigation Projects

- Very good review process in place
 - In Executive meeting
 - Very Professional process
 - Focused on cost per Kilogram
 - Focuses on coming up with more efficient projects and designs
 - Bank stabilizations, Outfalls*
- Target 459.5KG, expected max 530 KG

WHEREAS, the County desires to enter into agreements with municipalities and developers pursuant to which the municipalities will construct public improvements in support of the development of affordable housing; and

WHEREAS, in furtherance of the foregoing, the County desires to enter into Intermunicipal and Intermunicipal-Developer Agreements with municipalities and developers in the County in support of affordable AFFH developments; and

WHEREAS, the Developer has agreed to construct certain affordable AFFH housing on the property more particularly described on Schedule "A," attached hereto and made a part hereof (the "Affordable Housing Property"); and

WHEREAS, the Developer is the owner of the Affordable Housing Property and has agreed to construct eight (8) affordable AFFH ownership units and eight (8) affordable AFFH rental units (the "Development") on the Affordable Housing Property; and

WHEREAS, WHEREAS, the Municipality and the Developer desire that the County shall fund the Infrastructure Improvements (defined below) which support the Development and, in consideration thereof, acknowledge that the Affordable Housing Property shall be subject to that certain declaration of restrictive covenants (the "Declaration of Restrictive Covenants") dated _____, which has been recorded by the Developer against the Affordable Housing Property in the Office of the Westchester County Clerk under control No. _____ and the Affordability Restrictions as defined in Schedule "B" thereto ("Schedule B") all of which is incorporated herein by reference; and

WHEREAS, following construction of the Affordable Units (as defined in Schedule "B"), the sale and re-sale and rental and re-rental of the Units will adhere to the provisions set forth in Schedule "B," including but not limited to the Affordability Requirements for the Period of Affordability set forth therein; and

The Municipality shall implement the construction of the Infrastructure Improvements on the Infrastructure Improvements Property in accordance with the provisions as set forth in this Agreement, including but not limited to, Schedule "D," attached hereto and made a part hereof. The Infrastructure Improvements shall be constructed in accordance with the Plans (as defined in Schedule "D"). Modification of the Plans or change orders, if any, shall require the prior written approval of the Commissioner of the County Department of Planning or his duly authorized designee (the "Commissioner").

The Developer shall adhere to all provisions set forth in Schedule "B", including but not limited to meeting the Affordability Requirements for the Affordable AFH Units in the Development until the expiration of the Period of Affordability. The Municipality and the Developer shall comply with Chapter 298 of the Westchester County Administrative Code as applicable to the Affordable AFH Units ("Chapter 298").

It is understood and agreed that the Municipality represents that the construction of the Infrastructure Improvements to be performed hereunder have been or will be (within one hundred twenty (120) days of the date hereof) awarded by means of public competitive bidding pursuant to section 103 of the General Municipal Law. In no event shall the retention of a contractor to perform work on the Infrastructure Improvements relieve or otherwise discharge the Municipality or Developer, from their respective obligations hereunder or create a third party beneficiary relationship between the County and any such contractors and the parties hereto expressly disclaim any intention to create such a relationship.

The County shall not advance any HIF Funds (as defined in Section "4" hereof) to the Municipality and work will not be required to commence on the Infrastructure Improvements until:

(i) evidence has been provided to the County that the Developer owns the Affordable Housing Property (shown on Schedule "A") free of liens, encumbrances, easements and agreements unless such liens, encumbrances, easements and agreements, if any, shall be subordinate to the Declaration of Restrictive Covenants in a manner acceptable to the County and;

2. The Town Engineer shall be informed (914-277-5366) at least 48 hours prior to the commencement of the work.
3. Work shall be undertaken consistent with Town of Somers regulations to the satisfaction of the Town Engineer.
4. Amawalk Point Road must be completed prior to the issuance of a building permit for the work on lot #3.

BE IT FURTHER RESOLVED, that the Steep Slope and Tree Preservation Permits shall be valid for a period of one year from the date of issuance of the permits.

This resolution shall have an effective date of September 21, 2005.

**BY ORDER OF THE PLANNING BOARD
TOWN OF SOMERS**

Fedora C. DeLucia
Fedora C. DeLucia, Chairman

Dated: *October 20, 2005*

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WHEREAS, the Infrastructure Improvements shall be constructed on the Town's right of way and on the Affordable Housing Property (the Infrastructure Improvements Property"); and

WHEREAS, it is anticipated that the State of New York Department of Transportation shall grant the parties a work permit to construct certain of the Infrastructure Improvements on Route 6; and

WHEREAS, the Infrastructure Improvements include but are not limited to, paving, installation of stormwater basins, a portion of the expansion of the public water and sewer connections, onsite stormwater management and other related work, all as more fully set forth in Schedule "D" annexed hereto and forming a part hereof; and

WHEREAS, the County proposes to fund the cost of the construction of the Infrastructure Improvements and will use the proceeds of tax exempt general obligation bonds issued by the County for such funding (as defined in Section 5 below); and

WHEREAS, the Municipality desires to implement the construction of the Infrastructure Improvements; and

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. **RECITALS:**

The above recitals are hereby incorporated by reference into the body of this Inter-Municipal Developer Agreement (the "Agreement" and or "IMDA").

2. **PERFORMANCE OF WORK:**

All of the provisions of this Section "2" will survive the expiration or other termination of this Agreement until the expiration of the Period of Affordability as defined in Schedule "B".

3. LIENS:

Except as provided in the title policy, the Municipality and the Developer will not enter into any mortgage or other financing documents that place a lien on the Infrastructure Improvements, which will be owned by the County, or the Infrastructure Improvements Property, which conflict with or diminish the terms of the Restrictive Covenants recorded against the Affordable Housing Property. In the event any lien is placed on the Infrastructure Improvements or the Infrastructure Improvements Property by a contractor or subcontractor, the Municipality or the Developer that engaged such contractor or subcontractor shall take immediate action to discharge such liens.

(ii) the Municipality has awarded the bids and contracted for construction of the Infrastructure Improvements, provided, however, that in the event the lowest acceptable bid exceeds the amount of the County HIF Funds or the actual cost of completion of the Infrastructure Improvements, the Developer shall contribute said excess;

(iii) the Municipality has received either a; (a.) performance and payment bond, including without limitation materials and labor, covering one hundred percent (100%) of the work to be performed in connection with the Infrastructure Improvements, in form and content and issued by a surety reasonably satisfactory to the Municipality; or (b.); an instrument of credit or guarantee which is acceptable to the City and the County;

(iv) the Declaration of Restrictive Covenants placed on the Affordable Housing Property has been executed and has been submitted for recording, as more fully set forth below;

(v) the Developer has obtained a firm, unconditional commitment for construction financing for the Development;

(vi) indenture from the Developer to the Municipality and to the County granting an easement in the Affordable Housing Property for the construction of any infrastructure improvements to be constructed thereon has been executed in substantially the form attached hereto and forming a part hereof as more particularly described in Schedule "G" (the "Required Easement") and such Required Easement will be submitted for recording, as more fully set forth below;

(vii) the Municipality has verified that the Infrastructure Improvements not constructed on the Affordable Housing Property will be constructed in the public right-of-way or pursuant to a work permit to be issued the State of New York Department of Transportation to construct certain of the Infrastructure Improvements on Route 6;

(viii) the Developer has obtained any approvals necessary in connection herewith, including but not limited to receipt of the site plan and State Environmental Quality Review Act ("SEQRA") approvals by the Municipality's governing body; and

(ix) the Developer has obtained any and all approvals necessary in connection herewith, including without limitation, from its members.

The requirements contained in clauses (i), (iv), (v), (vi), (vii), (viii) and (ix) above must be satisfied prior to or concurrent with execution of this Agreement. The requirements contained in clauses (ii) and (iii) above must be satisfied within 120 days following execution of this Agreement.

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County for audit and inspection. The County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Municipality or the Developer to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment during the period that such books and records are required to be maintained under any applicable law.

The Municipality will furnish the County, whenever requested to do so, satisfactory evidence showing that all monies already paid hereunder have been applied by the Municipality toward the costs of the Infrastructure Improvements. Until such evidence, which shall consist of an affidavit certified by the respective contractor(s) acknowledging receipt of payment from the Municipality, is produced, at the option of the County, no further payments need be made by the County hereunder.

Payments hereunder to the Municipality by the County will operate to release the County from any and all obligations or liabilities to the Municipality, the Developer, and their respective agent(s), contractor(s) or sub-contractor(s) in connection herewith. Notwithstanding the foregoing, the County expressly disclaims the existence of any third party beneficiary relationship between the County and any such parties.

Whenever requested to do so, the Municipality shall furnish the County satisfactory evidence showing that all monies theretofore advanced here have been paid for and applied toward the Infrastructure Improvements by the Municipality, the Developer and/or its contractors or third parties. Until such evidence, which shall consist of an affidavit certified by the respective contractor(s) acknowledging receipt of payment from the Municipality is produced, at the option of the County, no additional or further advances need be made by the County hereunder.

Notwithstanding anything herein contained to the contrary, should the Infrastructure Improvements and the Affordable AFFH Units in the Development fail to be fully constructed within three (3) years from execution of this Agreement then the County shall have the right, at its option, to require repayment from: (1) the Municipality of all County FAH Funds paid to the

*How do we
verify this?*

*To determine
from
Developer?*

4. PAYMENT:

The County's sole obligation under this IMDA is to pay the Municipality an amount not to exceed ONE MILLION SIX HUNDRED THOUSAND (\$1,600,000) DOLLARS (the "County HIF Funds") to the Municipality to fund the construction of the Infrastructure Improvements necessary for the Development, pursuant to the terms hereof. The Developer expressly acknowledges and agrees that its only recourse will be against the Municipality. The County HIF Funds will be paid with the proceeds of the Bonds in accordance with the payment provisions of Schedule "D". The County will make such payment to the Municipality only after submission by the Municipality of all requested documentation concerning construction of the Infrastructure Improvements and after audit and approval by the County for expenses properly incurred in the performance of this Agreement. The County will not be liable for any costs or expenses in excess of the HIF Funds incurred in connection herewith. The Municipality will promptly pay for work performed. In the event the cost of constructing the Infrastructure Improvements exceeds the amount of the HIF Funds, the Developer will pay said excess.

Notwithstanding the foregoing it is acknowledged and agreed that the County-provided project management services as specified in Schedule "D" (the "Project Manager") will be paid from the HIF Funds. The Project Manager shall report directly to the Municipality's engineer and County staff on all services performed relating to the construction of the Infrastructure Improvements. Any costs incurred by the County in connection with such Project Manager shall be deducted from the County HIF Funds otherwise payable to the Municipality.

County HIF Funds shall be expended solely and exclusively for the purchase of materials and performance of labor used in the construction of the Infrastructure Improvements, including the retention of a Project Manager, in accordance with this Agreement.

Prior to the making of any payments hereunder, the County, may, at its option, audit such books and records of the Municipality and Developer as are reasonably pertinent to this Agreement to substantiate the basis for payment. The Municipality and Developer will, and will require any contractor(s) or sub-contractor(s) to make their books and records available to the

Municipality under this Agreement; and or (2) the Developer of all County FAH Funds, if any, received in accordance herewith. The County's right of repayment from the Municipality and or Developer of County HIF Funds paid hereunder shall terminate upon the completion of the construction of the Infrastructure Improvements and the issuance of a temporary certificate of occupancy for the Development (as more fully described in Schedule "D").

All of the terms of the Section "4" shall survive the expiration or other termination of this Agreement.

5. TAX RESTRICTIONS:

A. The Bonds. The Municipality and the Developer acknowledge and understand that the funds available for the Infrastructure Improvements hereunder are expected to be made available from tax exempt general obligation bonds issued by the County (the "Bonds"), which have been, or shall be, issued to fund construction of the Infrastructure Improvements in accordance with the provisions of this Agreement. The Municipality and Developer further acknowledge and understand that in connection with the issuance of the Bonds, the Commissioner of Finance of the County of Westchester has or will execute an "Arbitrage and Use of Proceeds Certificate," in compliance with the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"). The Municipality and the Developer agree that each will do all acts and things, or refrain from taking action, as necessary in order to assure that interest paid on the Bonds shall not be included in gross income of the owners of the Bonds for the purpose of Federal income taxation.

B. Commencement of Construction. The Municipality and Developer expect that the construction of the Infrastructure Improvements will commence as set forth in Schedule "D" and that the County HIF Funds made available hereunder will be expended for costs of the Infrastructure Improvements in accordance with the budget contained in Schedule "D" and the construction of the Infrastructure Improvements will proceed in accordance with said Schedule.

The Municipality and Developer agree to notify the County in the event of changes in the expected schedule for completion of the Infrastructure Improvements.

C. Failure to Complete. The Municipality and Developer agree that should the Infrastructure Improvements fail to be completed in accordance with Schedule "D," which completion date shall be extended for unavoidable delays, *force majeure* and other causes beyond the control of the Municipality or the Developer, the County, without limiting any other right or remedy to which it may be entitled, shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the Municipality and Developer and/or to deduct from any remaining payments due hereunder an amount equal to the penalties required by the Code for failure to expend the bond proceeds allocable to the Infrastructure Improvements in a timely manner.

D. Termination. Should the County terminate this Agreement pursuant to the terms hereof or should the remaining payments due the Municipality be insufficient to cover the amount of the aforementioned penalty, the Municipality and the Developer, to the extent any funds have been disbursed to Developer, shall be obligated to immediately pay the County the full amount of any such penalty though the Developer agrees to indemnify the Municipality for any such penalties that are not due to the fault of the Municipality.

E. Extensions. Notwithstanding anything to the contrary contained in this Agreement, the Municipality and Developer shall use best efforts and good faith to meet any and all time periods provided for in this Agreement and in any schedule annexed hereto in connection with any obligation hereunder. If, despite the use of best efforts and good faith, the Municipality and the Developer are unable to meet any stated time period, then the Municipality or Developer can request an extension of such time period and all subsequent time periods affected thereby, subject to the consent of the County which consent shall not be unreasonably withheld. Any such extension, if granted, shall not constitute waiver by the County of any terms or requirements herein.

F. No Loan. The parties hereto acknowledge and agree that the HIF Funds do not constitute a loan. The HIF Funds are to be paid to the Municipality in consideration for causing construction of the Infrastructure Improvements in support of the fair and affordable Development.

All of the provisions of this Section "5" shall survive the expiration or other termination of this Agreement.

6. OWNERSHIP OF INFRASTRUCTURE IMPROVEMENTS:

The Municipality and the Developer acknowledge and agree that the Infrastructure Improvements shall be owned by the County for so long as the Bonds are outstanding. The Municipality and the Developer agree to execute or cause to be executed any and all such documents as are necessary and appropriate to effectuate County ownership. Upon maturity or redemption of the Bonds, the County's ownership interest in the Infrastructure Improvements will automatically terminate. Upon request the County will provide notification of such maturity or redemption in recordable form.

Notwithstanding the foregoing the Municipality and the Developer have the right to utilize the Infrastructure Improvements in such manner as they may deem necessary or desirable in support of the Development, subject to the Declaration of Restrictive Covenants.

All of the provisions of this Section "6" shall survive the expiration or other termination of this Agreement until and for so long as the Bonds are outstanding provided that the County has paid the HIF Funds to the Municipality.

7. MAINTENANCE AND REPAIRS:

The Infrastructure Improvements located in the Town's right of way or constructed pursuant to a State of New York work permit shall be kept in good order and repair by the Municipality at the Municipality's sole cost and expense, and the Municipality shall make all repairs and replacements, ordinary as well as extraordinary, foreseen and unforeseen, structural or otherwise, which may be necessary or required so that at all times the Infrastructure Improvements shall be in thorough good order, condition and repair.

The Infrastructure Improvements located in the Affordable Housing Property shall be kept in good order and repair by the Developer at the Developer's sole cost and expense, and the Developer shall make all repairs and replacements, ordinary as well as extraordinary, foreseen and unforeseen, structural or otherwise, that may be necessary or required so that at all times the Infrastructure Improvements shall be in thorough good order, condition and repair.

All of the provisions of this Section "7" will survive the expiration or other termination of this Agreement for so long as the Bonds are outstanding provided that the County has paid the HIF Funds to the Municipality.

8. REPORTS:

To the extent that the parties have performed work hereunder, the Municipality and or Developer shall furnish the County with progress reports as may be requested detailing the progress of the construction of the Infrastructure Improvements. The Municipality and/or Developer shall prepare a final report describing the work performed by the Municipality and Developer in implementing the construction of the Infrastructure Improvements together with such supporting information and documentation in such form and at such times as the County may reasonably require.

9. MAINTENANCE OF RECORDS:

The parties will, each at their sole cost and expense, keep, maintain, and preserve at their respective principal offices throughout the term of this Agreement, full and detailed books, accounts, and records pertaining to its performance pursuant to this Agreement. Such books, accounts and records will include, without limitation, all bills, invoices, payrolls and other data evidencing, or in any material way relating to, the direct and indirect costs and expenses incurred in connection herewith. The County will have the right to inspect and audit, at reasonable times and upon reasonable notice, any and all such books, accounts and records at the office or offices where they are then being kept, maintained and preserved.

All of the provisions of this Section "9" will survive the expiration or other termination of this Agreement until the expiration of the Period of Affordability provided that the County has paid the HIF Funds to the Municipality.

10. COUNTY'S RIGHT TO WITHHOLD PAYMENTS:

If at any time the Municipality or the Developer neglect or fail to perform properly any of their respective obligations under this Agreement, including without limitation, failure to complete the Development or the Infrastructure Improvements in accordance herewith, as more fully set forth in Schedule "E" hereto, then the County, in addition to any other rights hereunder, including without limitation to terminate the Agreement, will have the right, in its sole discretion subject to the Cure Period (defined in Section 22), to withhold, in whole or in part, any payments otherwise due or to become due to the Municipality hereunder until such neglect or failure will have been remedied to the satisfaction of the County.

11. REPRESENTATIONS, WARRANTIES AND GUARANTEES:

A. The Municipality expressly represents, warrants and guarantees to the County that:

(a) it is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of New York; the execution and performance of this Agreement by the Municipality has been duly authorized by its governing body; this Agreement, and any other documents required in connection herewith, including without limitation, the Required Easement to the County on the Reversion date, when so delivered, will constitute legal, valid and binding obligations of the Municipality enforceable against the Municipality in accordance with their

respective terms; and the Municipality will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required to be delivered by the Municipality, including without limitation the Required Easement;

(b) the person signing this Agreement on behalf of the Municipality has full authority to bind the Municipality to all of the terms and conditions of this Agreement;

(c) it is financially and technically qualified to perform its obligations hereunder, including construction of the Infrastructure Improvements;

(d) it has received no information or documentation indicating that the Developer is not otherwise financially capable of completing the Development;

(e) it is familiar and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement;

(f) the design, supervision and workmanship furnished with respect to the construction of the Infrastructure Improvements will be in accordance with sound and currently accepted scientific standards and best engineering practices;

(g) it will use its best efforts to assure and shall require in any contract documents with its Contractor(s) that all materials, equipment and workmanship furnished by Contractor(s) of the Municipality in performance of the work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and best engineering practices;

(h) to the best of the Municipality's current knowledge and information the budget proposal attached in Schedule "D" lists the anticipated true and correct costs for the Infrastructure Improvements;

(i) the consummation of the transactions contemplated by this Agreement and the performance of the Municipality's obligations hereunder will not result in any breach of or constitute a default under other instruments or documents to which the Municipality is a party or by which it may be bound or affected; and

(j) construction of the Infrastructure Improvements is necessary to support the Project.

The Municipality expressly acknowledges that the County is materially relying on the above representations.

B. The Developer expressly represents, warrants and guarantees to the County and the Municipality that:

(a) It is duly organized, validly existing and in good standing under the laws of the State of New York. The Developer is duly qualified to do business and is in good standing in each jurisdiction where the conduct of its business requires it to be so qualified. The Developer

has the corporate power, authority and legal right to execute and perform this transaction and to execute this Agreement; the execution and performance of this Agreement by the Developer have been duly authorized by its members; this Agreement constitutes, and any other documents required to be delivered by the Developer, when so delivered will constitute, the legal, valid and binding obligations of the Developer enforceable against the Developer in accordance with their respective terms; the Developer has all requisite power and authority to enter into this Agreement; and the Developer will deliver to the County at the time of execution of this Agreement a resolution adopted by its members authorizing the execution of this Agreement, and any other documents required to be delivered by the Developer; and

(b) the person signing this Agreement on behalf of the Developer has full authority to bind the Developer to all of the terms and conditions of this Agreement pursuant to the authority granted by the Developer's governing board, as noted above; and

(c) The Developer is not on the low income housing debarred list with either the U.S. Department of Housing and Urban Development ("HUD") or the State of New York, and it is not in default under any contract with the County; and

(d) It is financially and technically qualified to perform its obligations hereunder including construction of the Development; and

(e) It is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement; and

(f) Consummation of the transactions contemplated by this Agreement and the performance of the Developer's obligations hereunder will not result in any breach of or constitute a default under other instruments or documents to which the Developer is a party or by which it may be bound or affected; and

(g) Construction of the Infrastructure Improvements is necessary to support the Development.

The Developer expressly acknowledges that the County is materially relying on the above representations.

12. INSURANCE; INDEMNIFICATION;

A. In addition to, and not in limitation of the insurance requirements contained in Schedule "E)" entitled "Standard Insurance Provisions, Municipality," attached hereto and made a part hereof, the Municipality agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Municipality, the Developer, contractors or third parties under the direction or control of the Municipality or the Developer; and
- (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

B. In addition, Developer shall provide defense for and defend, indemnify and hold harmless the Municipality, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly under this Agreement as a result of any cause whatsoever other than the acts or omissions hereunder by the Municipality or contractors or third parties under the direction or control of the Municipality. Notwithstanding anything to the contrary, nothing herein shall relieve the Municipality of its obligation to indemnify and hold harmless the County pursuant to Section 12A, above; and

C. In addition to, and not in limitation of the County's insurance requirements contained in Schedule "E(ii)" entitled "Standard Insurance Provisions, Developer," attached hereto and made a part hereof, the Developer agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Developer shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Developer or the Municipality, contractors or third parties under the direction or control of the Developer or Municipality; and
- (b) to the extent arising directly or indirectly out of the acts or omissions hereunder by the Developer, contractors or third parties under the direction or control of the Developer to provide defense for and defend,

at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

13. ENVIRONMENTAL INDEMNIFICATION:

A. The Municipality represents and warrants and guarantees to the County as follows:

(1) The Municipality has no knowledge of, and has not received any notice of any condition at, on, under or related to the Infrastructure Improvements Property (or ground or surface waters associated therewith) or migrating or threatening to migrate to or from the Infrastructure Improvements Property which may have a material effect on the value of the Infrastructure Improvements Property or subject the owner thereof to potential liabilities in accordance with the Environmental Requirements (as defined below); and

(2) The Municipality has no knowledge of, has and has not received any notice of any condition at, on, under, or related to the Infrastructure Improvements Property (or ground or surface waters associated therewith) or migrating or threatening to migrate to or from the Infrastructure Improvements Property presently or potentially posing a significant hazard to human health or the environment; such conditions being defined as "Hazardous Materials" below; and

(3) Definitions. For the purposes of this Agreement and this Section "13", the following definitions will apply:

(a.) "Hazardous Materials" or "Hazardous Waste" will mean any substance:

(i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state or local statute, regulation, rule, or ordinance or amendments thereto including, without limitation, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC §9601 (14) 42 USC §9602, and any "hazardous waste" as defined in or listed under the United States Solid Waste Disposal Act, as amended, 42 USC §5901(5), 42 USC §5921; or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of New York or any political subdivision thereof; or

(iv) the presence of which, on the Infrastructure Improvements Property, causes or threatens to cause a nuisance on the Infrastructure Improvements Property or to nearby properties, or poses or threatens to pose a hazard to the health and safety of persons on, about or nearby the Infrastructure Improvements Property; or

(v) the presence of which on nearby properties would constitute a trespass by the owner of the Infrastructure Improvements Property; or

(vi) which contains, without limitation, gasoline, diesel fuel, or other petroleum hydrocarbons; or

(vii) which contains, without limitation, polychlorinated biphenols (PCBs), asbestos, or urea formaldehyde foam insulation.

(b.) "Environmental Requirements" will mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all

government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment.

of which it had actual notice

(c) The Municipality hereby acknowledges and agrees that it will defend and indemnify the County for any Environmental Damages (as defined below), whether or not disclosed in the Environmental Reports, arising out of or in any way connected with the Infrastructure Improvements Property. Environmental Damages will mean all claims, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any, whether or not such claim is ultimately defeated, and any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of "Hazardous Materials" or "Hazardous Waste" at, on, under or related to the Infrastructure Improvements Property (or ground or surface water associated therewith) or migrating or threatening to migrate to or from the Infrastructure Improvements Property, or the existence of a violation of Environmental Requirements pertaining to the Infrastructure Improvements Property, regardless of when the existence of such Hazardous Materials or "Hazardous Waste" or the violation of Environmental Requirements arose, including without limitation:

(i) damages for personal injury, death or injury to property or natural resources occurring on or off the Infrastructure Improvements Property, foreseeable or unforeseeable, including without limitation, lost profits, consequential damages, the cost of demolition or rebuilding of any improvements of real property, interest and penalties;

(ii) fees incurred for the service of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or "Hazardous Waste" or violation of Environmental Requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make the full use of the Infrastructure Improvements Property or any other property or otherwise expended in connection with such conditions;

(iii) liability to any third person or governmental agency to indemnify such person or agency for the costs expended in connection with the items referenced in subsection (ii) herein; and

(iv) diminution in the value of the Infrastructure Improvements Property and damages for loss of business from restriction on the use of the Infrastructure Improvements Property or any part thereof.

B. The Developer represents and warrants and guarantees to the County and the Municipality as follows

(1) The Developer has no knowledge of, and has not received any notice of any condition at, on under or related to the Infrastructure Improvements Property (or ground or surface waters associated therewith) or migrating or threatening to migrate to or from the Infrastructure Improvements Property which may have a material effect on the value of the Infrastructure Improvements Property or subject the owner thereof to potential liabilities in accordance with the Environmental Requirements as defined herein; and

(2) The Developer has no knowledge, and has not received any notice of any Hazardous Materials on under or related to the Infrastructure Improvements Property (or ground or surface waters associated therewith) or migrating or threatening to migrate to or from the Infrastructure Improvements Property which may have a material effect on the value of the Infrastructure Improvements Property or subject the owner thereof to potential liabilities; and

(3) The Developer hereby acknowledges and agrees that it will defend and indemnify the County for any Environmental Damages, arising out of or in any way connected with the Infrastructure Improvements Property. Environmental Damages shall mean all claims, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees.

All of the provisions of this Section "13" will survive the expiration or other termination of this Agreement until the expiration of the Period of Affordability.

14. ASSIGNMENT OF RIGHTS:

Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Municipality shall not subcontract any part of the work to be performed hereunder without the written consent of the County, provided, however, that the foregoing shall not be deemed to apply to contracts entered into by the Municipality to implement construction of the Infrastructure Improvements. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. All work performed by a subcontractor shall be deemed work performed by the Municipality.

The County's consent to the assignment of the responsibility for or delegation of the duty hereunder shall not release the Municipality or Developer from their respective obligations under this Agreement. The Municipality and Developer shall remain liable to the County for the performance of all respective obligations under this Agreement.

15. ENTIRE AGREEMENT; AMENDMENT:

This Agreement including without limitation all Schedules and attachments constitute the entire Agreement between the parties with respect to the funding of the Infrastructure Improvements and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

16. INDEPENDENT CONTRACTOR:

The status of each of the Municipality and the Developer under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Municipality, the subcontractors, and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of the County nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

17. COMPLIANCE WITH LAW:

Each of the Municipality and the Developer shall perform the work hereunder in good workmanlike manner and shall obtain each, at its sole cost and expense, all permits, approvals and consents necessary for the proper conduct of its activities in connection with this Agreement. In addition to, and not in limitation of the foregoing, the Municipality and the Developer shall comply at their sole cost and expense with all applicable federal, state and local laws, rules and regulations, ordinances and requirements affecting the conduct of activities in connection with this Agreement.

All of the provisions of this Section "17" shall the expiration of other termination of this Agreement until the expiration of the Period of Affordability provided the County has paid the HIF Funds to the Municipality.

18. NOTICES:

All notices of any nature, requests, approvals and other communications which may be given by either party to the other under this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt:

To the County

Commissioner of Planning
148 Martine Avenue
White Plains, New York 10601

with a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Municipality:

Town Supervisor
Town of Somers
Somers Town House
335 Route 202
Somers, New York 10589

with a copy to:

[Handwritten signature]
Village Attorney

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

To the Developer:

Kearney Realty and Development Group, Inc
1777 Route 6
Carmel, New York 10512

with a copy to:

Cannon Heyman & Weiss, LLP
34 State Street, 5th Floor
Albany, New York 12207

19. TERM OF AGREEMENT:

The term of this Agreement shall commence upon execution of this Agreement, and shall continue for fifteen (15) years, or until the County has retired the bonds funding the construction of the Infrastructure Improvements, whichever comes first, unless the Agreement is terminated sooner in accordance with the terms of this Agreement.

(a) The County, upon ten (10) days' notice to the Parties, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Parties shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination specified in Schedule "D". Upon receipt of notice that the County is terminating this Agreement in its best interests, the Parties shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Parties shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Work rendered by the Parties prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Work rendered by the Parties. The Parties shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by either of the Parties of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Party of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be

charged to and paid by the Parties. Without limiting the foregoing, upon written notice to the Parties, repeated breaches by either of the Parties of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

20. NON-DISCRIMINATION:

The Municipality and the Developer expressly agree that neither they nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality and the Developer acknowledge and understand that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Under this IMDA it is recognized and understood that the County encourages the Municipality and the Developer to do similarly.

21. VALIDITY:

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement will in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision will be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision will be interpreted and enforced to give effect to the original written intent of the parties prior to determination of such invalidity or unenforceability.

22. LEGAL AND EQUITABLE RELIEF:

The injury to the County arising from noncompliance with any of the material terms of this Agreement and the Schedules hereto, including without limitation failure to complete the Development or the Infrastructure Improvements in accordance herewith or noncompliance with the Affordability Requirements until expiration of the Period of Affordability, as more fully set forth in Schedule "E" hereto, would be great and the amount of consequential damage would be difficult to ascertain and may not be compensable by money alone. Therefore, in the event of any such noncompliance, which remains uncured for thirty (30) days after service on the Municipality and Developer of written notice thereof (the "Cure Period"), the County, at its option, may terminate this Agreement and or apply to any state or federal court for: (A) specific performance of this Agreement and the Schedules hereto; (B) an injunctive relief against any noncompliance; and or (C) seek any and all appropriate legal and or equitable remedies, including, but not limited to, damages, reasonable attorney's fees, disbursements and court costs in such amounts as shall be allowed by the court.

The Commissioner, in his sole discretion, may agree to stay any such enforcement beyond the Cure Period, provided however that the County determines that the Municipality and the Developer is diligently and continuously acting to cure said noncompliance. Without limiting the foregoing, upon written notice to the Municipality and Developer, repeated non-compliance by the Municipality and or the Developer of any particular duty or obligation under this IMDA

shall be deemed a material breach of this IMDA justifying termination for cause hereunder without requirement for further opportunity to cure. Notice shall be effective as set forth below.

All of the provisions of this Section "22" will survive the Closing or other cancellation or termination of this Agreement.

23. COUNTY APPROVALS:

The parties hereby acknowledge and agree that any request by the Municipality and/or the Developer for an extension or other modification of the terms hereof which requires consent of the County will be subject to the receipt of any and all necessary County approvals. It is further acknowledged that in no event, shall any delay or failure of the Westchester County Board of Legislators and/or Westchester County Board of Acquisition and Contract to appoint or approve any action be deemed to be unreasonable.

24. EXECUTION:

This Agreement may be executed simultaneously in several identical copies, each of which shall be an original and all of which shall constitute but one and the same Agreement.

25. GOVERNING LAW:

This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement will be brought in the County of Westchester.

26. NO WAIVER:

Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect.

27. THIRD PARTIES:

Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

28. REQUIRED SCHEDULES:

Attached hereto and forming a part hereof as Schedule "I" is a questionnaire entitled "Required Disclosure of Relationships to County." The Municipality and the Developer agree to complete said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Municipality and the Developer agree to notify County in writing within ten (10) business days of such event.

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule "J" is a questionnaire entitled "Business Enterprises Owned and Controlled by Persons of Color or Women" which the Developer agrees to complete.

29. FORCE MAJEURE:

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war or terrorism, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, in each case if due to a cause beyond the reasonable control of the party obligated to perform, and other causes beyond the reasonable control of the party obligated to perform (collectively, "Force Majeure") shall, notwithstanding anything to the contrary contained herein, excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. For purposes of this Section, a cause shall not be deemed beyond a party's control if it is within the control of such party's agents, employees or contractors.

30. LIABILITY:

The parties hereby acknowledge and agree that the Municipality and the Developer shall be jointly and severally liable for all obligations hereunder and for any breach of the terms of this Agreement.

The provisions of this Section "30" will survive the Closing or other cancellation or termination of this Agreement.

31. CONFLICT OF INTEREST:

The Municipality and the Developer shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The aforementioned parties shall also use all reasonable means to avoid any appearance of impropriety.

32. ELECTRONIC FUNDS TRANSFER:

All payments made by the County to the Municipality will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Contractors doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form in order to receive payment. The EFT Authorization Form and related information are annexed hereto as Schedule "T". The completed Authorization Form must be returned by the Municipality to the Commissioner prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Westchester County Finance Department.

33. ENFORCEMENT:

This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the County of Westchester and the Municipality have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Name: Edward Buroughs
Title: Commissioner of Planning

TOWN OF SOMERS

By: _____
Name: Rick Morrissey
Title: Supervisor

KEARNEY REALTY AND DEVELOPMENT GROUP, INC

By: _____
Name:

Title:

Approved by the Board of Legislators by Act No. _____ - 2015 on _____, 2015.

Approved by the Westchester County Board of Acquisition & Contract on _____, 2015.

Approved by Town of Somers on _____, 2015 .

Approved as to form and manner of execution:

Assistant County Attorney
County of Westchester

MUNICIPALITY'S ACKNOWLEDGMENT

STATE OF NEW YORK)
)ss.:
COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgment

MUNICIPAL CERTIFICATE OF AUTHORITY

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(the "Municipality")

a municipal corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporate Law)

named in the foregoing agreement;
that _____

(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

(Title of such person)

of the Municipality and that said agreement was duly signed for and on behalf of said Municipality by authority of its Board of _____, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
)ss.:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 20____, before me personally came _____, whose signature appears above, to me known, and known to me to be the _____ of

(Title)

_____, the Municipality described in and which executed the above certificate, who being by me duly sworn did depose and say that he/she, the said _____ of said Municipality resides at _____

_____, and that he/she signed his/her name hereto by order of the Board of _____ of said Municipality.

Notary Public County

DEVELOPER ACKNOWLEDGMENT

STATE OF NEW YORK)
)ss.:
COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 20____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgment

SCHEDULE "C"
Intentionally Omitted

SCHEDULE "D"

INFRASTRUCTURE IMPROVEMENTS PROJECT

A. SCOPE OF SERVICES

The infrastructure improvements include, but are not limited to, paving, installation of stormwater basins, a portion of the expansion of the public water and sewer connections and onsite stormwater management (the "Infrastructure Improvements"). The Infrastructure Improvements shall be constructed in accordance with the following plans: _____ as prepared by _____, dated _____ and last revised _____ (the "Plans").

Project Manager

The County will retain and/or utilize in-house staff to perform the construction management associated with the HIF / FAH funded infrastructure improvements. The construction management will include:

- the review and approvals of shop drawings,
- review and approval request for payments,
- perform inspections and provide certifications associated with any County Health department requirements (if applicable),
- conduct site inspection to confirm compliance with the approved construction drawings.

The professional retained to perform the said inspection shall report directly to the municipal engineer and County staff on all services performed relating to the construction of the municipal infrastructure project.

B. PAYMENT

The County of Westchester will make progress payments to the Municipality for expenses incurred in constructing the Infrastructure Improvements associated with the construction of 16 units of affordable AFFH housing in the Town of Somers, in an amount not to exceed \$1,600,000, as set forth pursuant to the below Budget. All quantities are approximate, and the total amount shall not be exceeded.

Any and all requests for payments to be made, including any partial payment made in proportion to the work completed, shall be submitted on properly executed payment vouchers of the County and paid within 30 days after approval by the Commissioner of Planning of the County of Westchester or his or her duly authorized designee (hereinafter the "Commissioner"), which approval shall not be unreasonably withheld and subject to the terms of the IMDA. The Municipality acknowledges and agrees that the New York State prevailing wage shall be paid. In the event prevailing wage is not paid the County's Department of Planning shall recalculate and reduce the below Budget. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize sequential numbering and be non-repeating.

Payment shall substantially follow the following procedures, but the County reserves the right to require

additional documentation and approval:

1. Documentation for the payment of work completed shall include verification from the Architect or Engineer responsible for the work to a) verify that the work was done, and b) that it was done properly;
2. if approved, a signed AIA form approving the work, materials and workmanship and the amount to be invoiced by the contractor shall be included along with a County voucher and lien release from the Contractor.
3. the municipality submits the invoice, AIA form and a county voucher to the County for payment;
4. The County reviews the request, if approved submits it for payment & prepares a check to the municipality provided however that the County shall retain not more than five per centum of each payment which amount shall be held until final payment upon the issuance of a Certificate of Completion for the Infrastructure Improvements.

It is also understood that the County's Division of Housing may visit the site during construction and will inspect and approve the project for substantial completion and that the County shall be permitted such access.

C. BUDGET (County HIF Funds): To be inserted

All quantities are approximate and the total amount shall not be exceeded

The Developer is responsible for funding the costs of construction of the infrastructure improvements not funded through the County HIF Funds.

D. CONSTRUCTION SCHEDULE FOR INFRASTRUCTURE IMPROVEMENTS

Commencement Date for Construction of Infrastructure Improvements: On or Before

Completion Date for Infrastructure Improvements :

SCHEDULE "E (i)"

STANDARD INSURANCE PROVISIONS (MUNICIPALITY)

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law.

NOTE: Other generally recognized forms/certificates may be substituted for the above at the sole discretion of the Director of Risk Management.

State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be

"All locations in Westchester County, New York."

(Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form WC/DB-100 or, if applicable, form WC/DB-101. PLEASE NOTE THESE FORMS REPLACE FORM C-105.21. THE APPROPRIATE REPLACEMENT FORM MUST BE NOTARIZED PRIOR TO BEING SUBMITTED TO THE WORKERS' COMPENSATION BOARD, INFORMATION UNIT FOR INVESTIGATION AND REPORT).

If the employer is self-insured for Worker's Compensation, he should present a certificate from the New York State Worker's Compensation Board evidencing that fact.

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.l), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester or the Town of Somers (including either of their employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester or the Town of Somers is named as an insured, shall not apply to the County of Westchester or the Town of Somers.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester or the Town of Somers (including either of their agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Developer.

As per the attached written agreement, and where indicated with a check mark below, the following insurance(s) will also be required:

X	(e) Environmental Liability with a minimum limit of liability per occurrence of \$1,000,000.00. Policy shall be kept in full force and effect for three (3) years from the date of Closing and the County and Village shall be provided with the endorsement naming the County of Westchester and Town of Somers as an additional insured.
	(f) Property Insurance - Replacement Cost basis with County of Westchester named as loss payee as its interest may appear
	(g) Builder's Risk --Municipality at their own cost and expense shall provide and maintain a Builder's Risk Form, All Risk Insurance Contract. The coverage shall be written for 100% of the completed value, with the County of Westchester named as loss payee as its interest may appear.

SCHEDULE "H"
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

A potential County contractor must complete this form as part of the proposed County contract.

- 1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 3.) Do any County officers or employees have an interest¹¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

Name: _____

Title: _____

Date: _____

¹¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720 White Plains, NY 10601. Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance processor. **THIS IS VERY IMPORTANT!** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company officer sign and date the form and include a title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing/transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the type of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are depositing your payments to a Savings Account, you can not attach a voided check for your checking account. This line must be completed and dated by an authorized bank official. **IF YOU DO NOT HAVE A VOIDED CHECK FOR A CHECKING ACCOUNT YOU MUST LEAVE THIS LINE BLANK.**

SCHEDULE "J"

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 208.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., OR
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color," as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_____ No

_____ Yes

Please note: If you answered "yes" based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered "Yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

- _____ Black persons having origins in any of the Black African racial groups
- _____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race
- _____ Native American or Alaskan native persons having origins in any of the original peoples of North America
- _____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date



Via e-mail: mtierney@somersny.com

October 13, 2016

Ms. Maria Tierney
Town of Somers
335 Route 202
Somers, NY 10589

Re: Industrial Code Rule 59 – Workplace Safety Loss Prevention Incentive Program

Dear Ms. Tierney:

In response to your request to our office, we are providing your organization with a proposal to conduct the Industrial Code Rule 59 Consultation & Survey.

Pro Safety Services is an all-inclusive safety management company providing safety services to general industry, manufacturing and construction since 1998. The Pro Safety staff includes Certified Safety Professionals, a Certified Industrial Hygienist, Site Safety Managers, Site Safety Coordinators, Concrete Safety Managers, Construction Safety & Health Technicians, and OSHA safety trainers.

Proposal

Pro Safety Services will conduct the compulsory Workplace Safety & Loss Prevention Program consultation, and provide a report of our findings.

Fee: \$2,200.00

If these terms are acceptable, please sign the enclosed agreement and return to our office.

Very truly yours,

John J. McCarthy

John J. McCarthy
President

JJM/s
Enc.

20 Cedar Street, Suite 103, New Rochelle, NY 10801
914-654-4870 • 914-654-4873 fax



CONSULTANT AGREEMENT

AGREEMENT made as of the ___ day of _____ 20__ by and between Town of Somers, Inc., located at 335 Route 202, Somers, New York 10589 (hereinafter "SOMERS") and Pro Safety Services, LLC (hereinafter "PSS"), a limited liability company, located at 20 Cedar Street, New Rochelle, NY 10801.

Whereas PSS is in the business of providing loss control and safety consulting services; It is therefore agreed that:

1. TERM. The term of this Agreement shall begin effective _____, 20__ and shall continue until terminated by either party.
2. DESCRIPTION OF SERVICES TO BE PROVIDED. Miscellaneous Safety Services - Workplace Safety Loss Prevention Incentive Program (ICR—59)
3. PRICE. See proposal letter dated October 13, 2016. It is understood and agreed that different personnel may be utilized to perform different services provided each individual has the appropriate qualifications.
4. PAYMENT TERMS. By the 5th day of each month, PSS agrees to provide SOMERS with an invoice evidencing all work performed by PSS the previous month. SOMERS agrees to settle all outstanding invoices within 15 days of receipt. In the event that full payment is not made within 15 days of receipt of any invoice, SOMERS agrees to pay a monthly late charge equal to 1.5% of any overdue amount.
5. TERMINATION. Either party shall have the right to terminate this Agreement for any reason at any time upon 3 days written notice to the other party by certified mail, overnight delivery or hand delivery. The Agreement will be considered terminated at the conclusion of the third working day following receipt of the notice. SOMERS shall remain responsible to pay for all work completed by PSS prior to the effective date of termination of the Agreement.
6. NO DELEGATION OF DUTY. PSS's loss control services are advisory only. It is agreed that consultation, including any inspection or representational activity by PSS does not constitute any delegation to PSS or assumption by PSS of the direct and primary duty of SOMERS or any corporation or agency associations affiliated with SOMERS to be in compliance with any regulatory agency, law and/or regulation. Furthermore, PSS assumes no responsibility for management or control of the safety practices of SOMERS or for the implementation of proposed recommendations.

20 Cedar Street, Suite 103, New Rochelle, NY 10801
914-654-4870 * 914-654-4873 fax

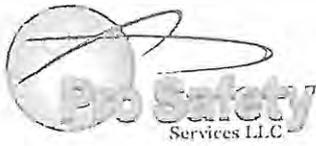


Neither the making of consultations or reports constitutes any determination or warranty by PSS that the workplace, operations, work environment, processes, machinery, equipment, or work tasks are safe or healthful or in compliance with any regulatory requirements. Lastly, SOMERS acknowledges that PSS has no control or supervision over the means or methods utilized by SOMERS or any subcontractors, any general contractor, any construction manager or owner at the work site to maintain a safe work site or to correct any safety hazards.

7. NO THIRD-PARTY BENEFICIARIES. It is expressly understood that in providing these services, PSS is acting solely for the benefit of SOMERS. While any affiliated companies, associations, representatives, agents, and/or sub-contractors of SOMERS may indirectly benefit from PSS's assistance, those benefits are merely incidental to the objectives of this Agreement. Consequently, it is expressly understood that none of those affiliated parties (or their employees, agents or subcontractors) shall be considered a third-party beneficiary of the services performed by PSS for SOMERS pursuant to this Agreement.
8. HOLD HARMLESS/INDEMNIFICATION/INSURANCE. To the fullest extent permitted by law, on addition to, and not in limitation of the insurance requirements contained herein, SOMERS agrees that unless and until PSS is adjudicated solely negligent, The SOMERS agrees to hold PSS (and its employees and/or agents) harmless from and against, as well as defend and indemnify PSS for, any and all claims, disputes, suits, losses, liabilities, and/or costs (including, but not limited to, attorneys' fees) that result in any alleged and/or actual damages to any person or property that occur at SOMERS worksites. It is expressly understood that the obligations hereunder shall survive the term of this agreement.

SOMERS shall maintain the following coverages:

- (a) General Liability insurance with a minimum liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 naming Pro Safety Services as additional insured.
 - (b) Automobile Liability with a minimum liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage, or a combined single limit of \$1,000,000.
9. ASSIGNMENT. This Agreement, or any obligations of either party under this Agreement, may not be assigned by the assigning party without the prior written consent of the other party.



10. CONFIDENTIALITY. Without the prior written consent of the other party, neither party, their officers, agents, employees or subcontractors shall, either during or after the term of this Agreement, disclose to any third party, any information relative to the business of the other party that was obtained during the course of completion of this Agreement.
11. RECORDS. PSS shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this Agreement (hereinafter collectively known as "the Records"). The Records shall be kept for the balance of the calendar year in which they were made and for three (3) additional years thereafter. Upon reasonable notice, the Records shall be made available to SOMERS at PSS's office for the term specified above for the purposes of inspection, auditing and copying.
12. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties hereto and supersedes all previous negotiations, commitments and writings pertaining thereto.
13. CONSTRUCTION. This Agreement shall not be waived, modified or altered without the written consent of both parties hereto. The failure of either party to insist upon strict observances of all of the terms of this Agreement in any way shall not be deemed a waiver of such terms for the future.
14. NOTICES. Unless otherwise indicated above, notices shall be sent by certified or registered mail, return receipt requested, to each party at the above address or to such other address as either party may designate by similar notice.
15. APPLICABLE LAW. This Agreement is governed by the laws of the State of New York. Any action for breach of this Agreement shall be brought in the Supreme Court of the State of New York. However, in the event that PSS is owed money from SOMERS, this provision does not prohibit PSS from the placement of a mechanics' lien on any appropriate premises or from submitting a claim against any available surety instrument.
16. SEVERABILITY. If any term of this Agreement or its application thereof shall be held invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby.
17. WAIVER. Any failure on the part of PSS to enforce at any time or for any period of time, any of the provisions of this Agreement shall not be deemed or construed to be a waiver of such provisions or the right of PSS thereafter to enforce each and every such provision.



18. RELATIONSHIP OF THE PARTIES. The relationship of PSS to SOMERS is that of an independent contractor. Nothing contained in this Agreement is intended to create, or does create, a partnership, joint venture or agency relationship between the parties.
19. MISCELLANEOUS. SOMERS recognizes that PSS employees, and such employees loyalty and service to PSS, constitute a valuable asset of PSS. Accordingly, from the date hereof until one (1) year beyond the term of this agreement, SOMERS agrees not to employ or enter into a consulting relationship with any person who is currently employed by or consults for PSS, or who may, during the term of this agreement, be employed by or consult for PSS, without the prior written approval of PSS. It is expressly understood that the obligations hereunder shall survive the term of this agreement.

Town of Somers

Pro Safety Services LLC

Name Title

Name Title

Signature Date

Signature Date



Pro Safety Services is an all-inclusive safety management company providing safety services to general industry, manufacturing and construction since 1998. The Pro Safety staff includes Certified Safety Professionals, a Certified Industrial Hygienist, Site Safety Managers, Site Safety Coordinators, Concrete Safety Managers, Construction Safety & Health Technicians, and OSHA safety trainers.

Loss Control Operations

- We can assist you in developing and implementing an effective Safety and Health Program to reduce your overall insurance costs.
- We can visit your facility and /or projects depending upon the need, for the purpose of identifying hazards and or potential hazards.
- We can provide training for staff in the identification of hazards and /or potential hazards.
- We can provide your facilities, projects and main offices with an "Evaluation Survey Report" identifying hazards and /or potential hazards.
- We can provide your organization with a report that will explain the positive and negatives (if any) with respect to your overall Safety and Health Program.
- We can provide your organization with statistical data which will assist your organization in zeroing in on those departments and /or crews who are having the most frequent claims.
- We can provide you with Safety Posters and informative Newsletters to keep you informed as to OSHA Policy and standard changes, as well as other important information concerning Safety and Health.
- We can assist your organization in avoiding and understanding the OSHA process and the procedures necessary to comply with an OSHA Citation. We can also assist in the OSHA Inspection Process if you contact us immediately upon their arrival at your facility or projects.
- We can provide you with telephone consultations concerning your Safety and Health problems such as OSHA recordkeeping, advice on personal protective equipment and means of controlling hazards.

20 Cyber Street, Suite 100, New Rochelle, NY 10801

914-274-8700 • 914-661-4978 fax



- We can conduct Safety and Health Seminars throughout the year. We can conduct seminars for your organization at your facility, or we can conduct Safety Tool Box Talks at your projects.
- We can monitor, assist and review the visits from the Loss Control Personnel of your insurance carriers.

Training

The training we can provide your organization includes but is not limited to the following:

What to do when OSHA knocks	2 hours
Hazard Communication / GHS	2 hours
Personal Protective Equipment	1 hour
Respirator Protection	2 hours
Competent Person	1 hour
Safety Program Implementation	2 hours
Electrical Awareness	2 hours
Electrical Safe Work Practices	4 Hours
Lockout/Tagout	2 hours
Confined Space Awareness	4 hours
Confined Space Entry	8 hours
Material Handling/Lifting	2 hours
Forklift Training, Certification and Evaluation	4 8 hours
Bloodborne Pathogens/First Aid	2 hours
Asbestos Awareness	4 hours
Aerial Lifts	1 hour
Fall Protection	4 hours
Stairways/Ladders	2 hours
Steel Erection	2 hours
Steel Erection	4 hours
Cranes, Equipment	2 hours
Signs, Signals and Barricades	2 hours
Defensive Driving Course	6 hours
Defensive Driving Awareness	2 hours
Heat Stress/Cold Stress	1 hour
Housekeeping	1 hour
Welding/Cutting	2 hours
Flammable/Combustible Liquids Storage	1 hour
Fire Prevention/Fire Protection	2 hours
Lead Awareness	2 Hours

20 Cedar Street, Suite 100, New Rochelle, NY 10801

914-531-4070 • 914-531-4872 fax



Machine Guarding	2 hours
Mechanical Power Presses	2 hours
Hand and Power Tools	1 hour
Behavior Based Safety	4 hours
Dock Operations	1 hour
Scaffolds	2 hours
Accident Investigation/Accident Reporting	1 hour
Drug and Alcohol Use	2 hours
OSHA Construction S&H Standards	10 hours
OSHA Construction S&H Standards	30 hours
OSHA General Industry S&H Standards	10 hours
OSHA General Industry S&H Standards	30 hours
Hazardous Waste Operations and Emergency Response	40 hours
Hazardous Waste Operations Refresher	8 hours
NYC Local Law 52 – Supported Scaffold	4 hours
NYC Local Law 52 – Supported Scaffold	32 hours
Bldg. Operations Maintenance & Recordkeeping	8 Hours
FDNY Construction Site Fire Safety Manager	8 Hours
NYC DOB Site Safety Manager	40 Hours
NYC DOB Site Safety Manager Refresher	7 Hours
NYC DOB Concrete Safety Manager	30 Hour
NYC DOB Concrete Safety Manager Refresher	8 Hours
NYC DOB Site Safety Coordinator	8 hours
NYC DOB Rigger Supervisor	32 Hours
NYC DOB Rigger Worker	16 Hours

Pro Safety is approved to issue Continuing Education credits by IACET.

20 Cedar Street, Suite 101, New Rochelle, NY 10801

014-064-1270 * 014-534-4673 fax

Barbara Sherry

*November
Agenda
EC - TBTC TA
10/12/16
WJ*

From: Wendy Getting
Sent: Wednesday, October 12, 2016 9:00 AM
To: Barbara Sherry
Subject: FW: The Somers Estates LLC - Letter of Credit

See Roland's email below.

I requested the original Letter of Credit. I will let you know when I receive it.

Wendy

Wendy Getting
Senior Office Assistant
Town of Somers
Planning and Engineering Dept.
335 Route 202
Somers, New York 10589

P: 914-277-5366
F: 914-277-4093
wgetting@somersny.com
www.somersny.com

-----Original Message-----

From: Roland Baroni [mailto:rbaroni@prodigy.net]
Sent: Tuesday, October 11, 2016 11:44 AM
To: Tammi Savva <tsavva@somersny.com>
Cc: Belinda DiTieri <bdiieri@somersny.com>; Rick Morrissey <supervisor@somersny.com>; Steve Woelfle <swoelfle@somersny.com>; Barbara Sherry <bsherry@somersny.com>; Wendy Getting <wgetting@somersny.com>
Subject: Re: The Somers Estates LLC - Letter of Credit

The form is sufficient. The Town needs the signed original. R.

Original Message

From: tsavva@somersny.com
Sent: October 11, 2016 10:25 AM
To: rbaroni@prodigy.net
Cc: wgetting@somersny.com; bdiieri@somersny.com; bsherry@somersny.com; swoelfle@somersny.com; supervisor@somersny.com
Subject: FW: The Somers Estates LLC - Letter of Credit

Roland,

Please review the attached document and advise.

Thank you,

REC-17
TC & TP
October 18
November 19, 2016

RECEIVED
OCT 18 2016
OFFICE OF THE SUPERVISOR
TOWN OF SOMERS

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5366
Fax
(914) 277-4093

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589
www.somersny.com

Steven Woelfle
Principal Engineering Technician
svwoelfle@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

Date: October 18, 2016 A

To: Town Board

From: Steven Woelfle SW
Engineering Department

RE: Somers Estates Subdivision
Letter of Credit No: S93059188

The Letter of Credit No: S93059188 for the Somers Estates Subdivision is set to expire November 19, 2016. Bank procedure requires that the Supervisor initial the attached Letter of Credit No. S93059188 which extends the expiration date until November 19, 2017.

The Town Attorney has reviewed and approved the form.

SW/wg

Att.

cc: Town Clerk w/original
Town Attorney
The Somers Estates, LLC

Z: PE Subdivision files Somers Estates Letter of Credit - expires 11.19.2017.doc



IRREVOCABLE STANDBY LETTER OF CREDIT
NON-NEGOTIABLE DRAFT
DRAFT PREPARED 10/4/2016 ST

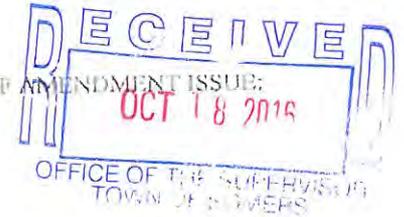


SIGNATURE BANK

AMENDMENT NO. 8 TO
IRREVOCABLE
STANDBY LETTER OF CREDIT
NUMBER S93059188

PLACE OF ISSUE:
NEW YORK
DATE OF ISSUE:
MAY 19, 2008

DATE OF AMENDMENT ISSUE:



BENEFICIARY:
OFFICE OF THE SUPERVISOR, TOWN OF SOMERS
335 RT 202
SOMERS, NY 10589

APPLICANT:
THE SOMERS ESTATES LLC
617 E 188TH STREET
BRONX, NY 10458

LADIES AND GENTLEMEN:

OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER S93059188 IS HEREBY AMENDED AS FOLLOWS:

DETAILS OF AMENDMENT:

THE FINAL EXPIRY DATE IS EXTENDED TO NOVEMBER 19, 2017.

THE ORIGINAL OF THIS STANDBY LETTER OF CREDIT, AND ALL ORIGINAL AMENDMENTS, IF ANY, MUST ACCOMPANY ALL DRAWINGS OR OTHER TRANSACTIONS HEREUNDER.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE CREDIT AND MUST BE ATTACHED THERETO.

IN CASE OF ANY INQUIRIES IN CONNECTION WITH THIS AMENDMENT, YOU MAY CONTACT US AT (646) 822-4162.

THIS DOCUMENT CONSISTS OF () PAGES.

SIGNATURE BANK

AUTHORIZED SIGNATURE

Non Negotiable Draft Copy

Initials of Applicant: AMS

Initials of Beneficiary: _____



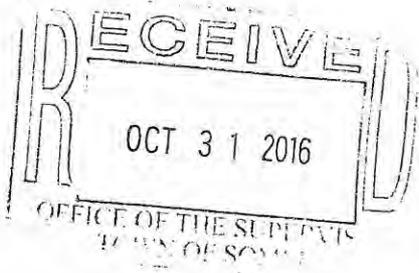
Department of Transportation

ANDREW M. CUOMO Governor

MATTHEW J. DRISCOLL Commissioner

TODD WESTHUIS, P.E. Acting Regional Director

Nov 10 Agents
SC - TB TA
TC - originals
DP



October 26, 2016

Town of Somers
335 Route 202
Somers, N.Y. 10589
Attn: Mr. Rick Morrissey

RE: **Snow and Ice Indexed Lump Sum Contracts, Payment Factor Adjustment Amendment B, for the winter of: 2015-2016**

Dear Mr. Morrissey:

The **2015-2016 Amendment B** is being sent with this cover letter. Your municipality must issue a **Signed & Sealed Resolution** for the Revised Estimated Expenditure from their governing body authorizing a Municipal Official to enter into the above Amendment.

It is important that four **(4) completed** Amendment packages be returned to this office for processing as soon as possible. The package shall include the items as listed below.

1. **Four (4) Amendments:** Fill in the blanks on the **back** of the page **including original signature and notary seals** on each.
2. **Four (4) Resolutions:** Resolutions from the municipality must be **complete with original signatures** and **certified with the Municipal Seal** on each. Attach one (1) Resolution to each Amendment.

PLEASE RETURN PACKAGES TO:

New York State DOT
85 Route 100
Katonah, NY 10536
Attn: Edward J. Goff

It has been a pleasure doing business with you in the past, and we look forward to continuing to do so. If you have any questions or comments, feel free to call me or Daniel Degrosa, Residency Program Engineer at (914) 232-3060.

Edward J. Goff, P.E.
Resident Engineer, Westchester North
cc: Files

AMENDMENT B

Contract #	Municipality	Current Ext. Season	Region #
D009794	TOWN OF SOMERS	2015/16	8
Beginning Date of Contract Period	7/1/1994	Ending Contract Period	6/30/2016

AMENDMENT TO CHANGE THE ESTIMATED EXPENDITURE FOR SNOW & ICE AGREEMENT

Due to the severity of the winter during 2015/16 the MUNICIPALITY requests that the Municipal Snow and Ice Agreement estimated expenditure be revised to reflect the additional lane miles of state roads that were plowed/treated during the winter season. All the terms and conditions of the original contract extension remain in effect except as follows:

ADDITIONAL S&I OPERATIONS						
J-Mile Base	15/16 JMiles	S&I LM Base	15/16 LM	Pay ¹ Factor	Original Estimated Expenditure	Index Adjustment ²
50,634	56,976	590	659	1.007	\$46,756.71	\$327.30
Pay Factor ¹ = (15/16 J-Miles/(15/16 LM))/(J-Mile Base/S&I LM Base)						
Index Adjustment ² = (Original Estimated Expenditure * Pay Factor ¹) - Original Estimated Expenditure						
TOTAL REVISED ESTIMATED EXPENDITURE						
Original Estimated Expenditure			Index Adjustment ²		Rev. Est. Expenditure ³	
\$46,756.71			\$327.30		\$47,084.01	
Revised Estimated Expenditure ³ = Original Estimated Expenditure + Index Adjustment ²						

IN WITNESS WHEREOF, this agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER OF TRANSPORTATION and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first written in the original contract extension.

Agency Certification Contract No. D009794

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY _____
For Commissioner of Transportation

BY _____

ATTORNEY GENERAL'S SIGNATURE

COMPTROLLER'S SIGNATURE

Dated _____

Dated _____

STATE OF NEW YORK)

COUNTY OF _____)

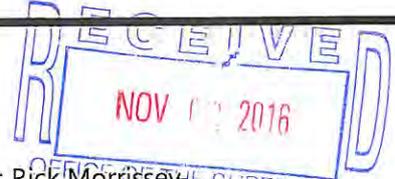
) SS:

On the _____ day of _____ in the year _____ before me personally came _____ to me known who, being by me duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is the _____ of _____ the municipality described in and which executed the above instrument; that (s)he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on _____; a certified copy of such resolution attached hereto and made a part hereof.

Notary Public

11/10 Agenda EC: TP, TA 11/2 AD

Belinda DiTieri



From: Rob Wasp <rwasp@woodardcurran.com>
Sent: Wednesday, November 02, 2016 11:09 AM
To: Tammi Savva
Cc: Barbara Sherry; Belinda DiTieri; Joe Barbagallo; Rick Morrissey
Subject: Crossroads at Baldwin Place - Water and Sewer Forms for 11/10 TB Agenda
Attachments: TB Memo_Crossroads_11,10,2016 Agenda.pdf

Hi Tammi,

As we discussed briefly on the phone earlier, the Crossroads at Baldwin Place project has advanced their water and sanitary sewer systems design and soon will be ready to submit to the County Health Department and NYSDEC for approvals.

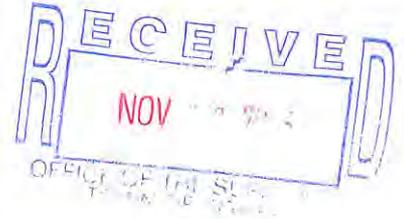
Similar to what was recently undertaken for the Hidden Meadow at Somers project, two of these submittals require signature of the application form by the Town Supervisor. Please see the attached memo that has been prepared for our office. As described therein, we request that resolution for authorization be considered as part of next week's 11/10 Town Board agenda so that Rick can sign these forms as soon as the Applicant's Engineer has satisfied our few remaining comments.

Thanks again for your help. Please let me know if anyone has any questions.

Robert Wasp, PE, CDT
Project Engineer
Woodard & Curran
709 Westchester Avenue, Suite L2, White Plains, NY 10604
(914)-355-9824 (Office)
www.woodardcurran.com

COMMITMENT & INTEGRITY DRIVE RESULTS

MEMORANDUM



TO: Town of Somers Town Board
FROM: Joseph C. Barbagallo, P.E., BCEE
DATE: November 2, 2016
RE: **Town Board Meeting – Necessary Resolution Actions**
Crossroads at Baldwin Place
57 U.S. Route 6 (Birdsall Road)

BACKGROUND

Design progress has advanced for the proposed water supply and sanitary sewer improvements associated with the Crossroads at Baldwin Place project. Sanitary sewer improvements consist of the construction of new gravity sewer collection infrastructure (both onsite and along the northern shoulder of U.S. Route 6) and construction of a new pump station with forcemain connection to the existing pump station located on the Somers Realty Corp property. Construction of these improvements were previously discussed with the Town Board during preparation of petition documents for Extension of Somers Sewer District #1.

Water system improvements are limited to the extension of town water main onto the Crossroads at Baldwin Place site plan to allow for service connections to the new mixed use development.

Our office is working with the Developer's Engineer to address remaining engineering comments. Similar to those actions recently undertaken by the Board for the Hidden Meadow at Somers project, certain application forms require signature by the Town Supervisor for necessary state approvals to be obtained. Based upon the design progress to date, our office requests that authorization be granted by the Town Board to allow the Town Supervisor to sign the necessary application materials upon satisfaction of remaining engineering comments. Forms that require Town Supervisor signature are as follows below:

1. New York State Department of Health (NYSDOH) – Form 348 – Necessary for acceptance of Proposed Public Water Main Extension
2. New York State Department of Environmental Conservation (NYSDEC) – Form BSP-5 - Necessary for construction of sanitary sewer system

It is proposed that resolution for authorization of signature may be considered as part of the scheduled Town Board agenda for its planned meeting on November 10, 2016. Thank you for your consideration.

APPROVAL ITEMS

Town Board Meeting of November 10, 2016

- Resolution for authorization of Town Supervisor to sign NYSDOH - Form 348 for Public Water Supply Main Extension.
- Resolution for authorization of Town Supervisor to sign NYSDEC – Form BFP-5 for Approval of Sanitary Sewer System.

EGG: TA
10/26/16
T.M.
10/27

Telephone
(914) 277-3539

FAX
(914) 277-3790

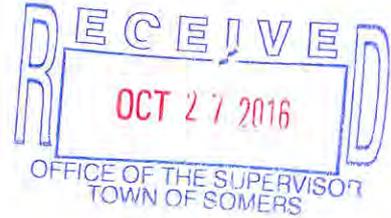
BUILDING DEPARTMENT

Town of Somers

WESTCHESTER COUNTY, N.Y.

TOWN HOUSE
ANNEX
337 ROUTE 202
SOMERS, NY 10589

EFREM CITARELLA
Building Inspector



October 26, 2016

Memo

To: Rick Morrissey, Supervisor
Town Board

From: Efreem Citarella *EC*
Building Inspector

Re: New Vehicle

We are requesting to purchase a 2017 Dodge Ram 1500 4x4 pick-up truck. We found that the best price is from the New York State bid for \$23,798.00. Please see attached invoice from New York State bid.

cc. Town Clerk
Finance

DODGE VEHICLES

VENDOR:
721730

AREA REP

NAME: ()

TELEPHONE NO.: (914) 381-7700

TERMS: NET

F.O.B.: Destination

Delivery: 180 days ARO
OEM Option Discount: 5%

Ford Item: 2017 Dodge Ram 1500 4 X 4 Pickup Truck, as per the attached specifications and requirements.

Price per Vehicle: \$23,798.00

Vehicle Options:

OPTION PRICING

- | | |
|---|---|
| 1. Meyers or equal Snow Plow:
Electric / Hydraulic Angle 7.5' plow with
A minimum of 2 blade return springs, bottom shoes,
Snow deflector, blade guides. Saber style plow
Lights with directionals to be wired into vehicle
Headlights, transferred back and forth with a toggle
Switch. Tube type quick release removable plow frame | \$4,585.00 (REQUIRES 5.0L ENGINE UPGRADE) |
| 2. Super LED Amber Beacon mounted on roof:
Rear surface mounted LED lighting 2 amber on each side.
Grill mounted front amber LED lights (2).
All switched from dash | \$995.00 |
| 3. Class IV Tow Hitch | \$100.00 |

SPECIFICATIONS

2017 DODGE RAM 1500 EXTENDED CAB PICKUP TRUCK, (4) WHEEL DRIVE

WHEELBASE	140 inches
GVW	6800 LBS
CURB WEIGHT	5053 LBS
PAYLOAD	1747 LBS
WIDTH OVERALL	79.4 INCHES
HEIGHT OVERALL	77.7 IN.

OUTSIDE MIRRORS	Dual Power Outside
SEATS, FRONT	Cloth, bucket style 40/20/40
UPHOLSTERY	Heavy duty Cloth
FLOOR COVERING	Full Carpeted with Color Keyed Floor Mats
PAINTING - Exterior Interior	White Blue or Gray
WIPER/WASHER TIME DELAY	Heavy duty 2 speed electric wiper with delay, with automatic washer service with washing fluid reservoir located under the hood and filled with washer fluid
SEAT BELTS	3 point for each seating position.
AIR CONDITIONING / HEAT	Factory installed
GAS TANK	26 Gallon to be filled with fuel at time of delivery
GAUGES	All standard factory gauges and instrumentation
AIR BAGS	Factory installed Driver's & Passengers air bag
MISCELLANEOUS:	<p>All vehicles must be delivered with complete NYS inspections. In the event that a vehicle is delivered uninspected, \$250 will be deducted from the invoice by the agency to cover the cost of the inspection and to compensate for time.</p> <p>Front and Rear Bumpers with license brackets</p> <p>1 Set Shop Manuals per Order (County only)</p> <p>Lift jack and handle</p> <p>Factory installed Blue Tooth for hands free cell phone connectivity</p>

Tonneau cover to be installed over pick-up bed

Factory applied spray on bed liner, Rhino or equal

DOT Road Safety Kit

Owners Manual for each vehicle

The County will be provided with an order confirmation from the OEM, detailing all optional equipment and a complete option content broadcast sheet shall be forwarded to the County after the vehicle(s) have been built.

No name other than that of manufacturer shall appear anywhere on the vehicle

The unit shall be manufactured and equipped in accordance with current Federal Government's National Traffic Safety Agency and State of New York Bureau of Motor Vehicles Standards for Safety and Emissions

All vehicles manufacturer's standard equipment shall be furnished unless otherwise superseded by any of the above

OEM % DISCOUNT: 5% off OEM options not listed

Options to be added

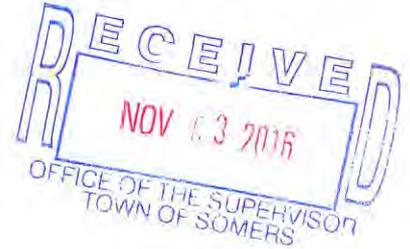
Adam Smith
Superintendent of Water & Sewer
asmith@somersny.com

Water & Sewer Department

Town of Somers

WESTCHESTER COUNTY, N.Y.

P.O. Box 618
40 Lakeview Drive
Shenorock, NY 10587
Telephone & Fax
(914) 248-5181



Date: November 2, 2016
To: Somers Town Board
From: Adam Smith
Water Superintendent
RE: **2017 Water Charges**

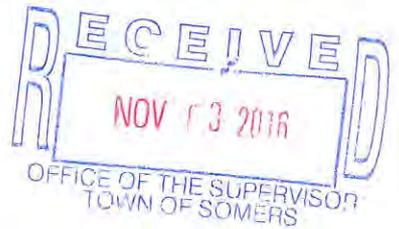
As you know the Town of Somers as well as many other water systems throughout New York purchase water from the New York City DEP and as such have an agreement with the NYC DEP for taking water. As part of this agreement any water system that exceeds the NYC Per Capita Water Usage in any given month that system is subject to an Excess Per Capita Charge which is \$3,364.59 per million gallons. This is normally not an issue for Somers however our system exceeded the June usage by 2,650,200. This was due to two factors, a delay in our hydrant flushing program which normally takes place in May and increased usage in our distribution system from lawn irrigation.

Currently our rates do not address a situation where a user would pay an additional charge should they exceed the Per Capita Usage (1) we don't know the actual number of people residing at a home and (2) NYC's usage changes each month making it difficult to determine when a customer has actually exceeded that usage.

Using NYC historical data water usage data I have found that the average Per Capita Usage over the last three years is approximately 125,000 gallons per day. Using this figure I am proposing water charges to cover the potential excess per capita costs in the future. Currently we have a two-step rate 0 to 25,000 gallons and 25,001 gallons and above. The new rate will add a third step for any account using greater than 150,000 gallons in any 3 month billing period.

I am also working with the DEP to increase our water systems current population. The current population figure of 2532 affects our Per Capita Usage. The DEP is basing the 2532 figure on 2010 census data. I believe the 2010 data does not take into account several housing developments that have taken place and several future developments that should also be considered. Once a more accurate population figure is established our usage should no longer exceed the NYC Per Capita average gallons per day.

(continued)



The following are the proposed water rate charges for 2017.

Current Water Rates & Proposed Rate Changes:

Amawalk Shenorock Water District:

Current water rates:

Quarterly Service Charge: (Based on Meter Size)

<u>Meter Size</u>	<u>Fee</u>
5/8"	\$42.50
3/4"	\$62.50
1"	\$85.00
1.5"	\$165.00
2"	\$265.00
3"	\$485.00
4"	\$805.00
6"	\$1200.00

Consumption Charges: \$6.20 per 1000 gallons for the first 25,000 gallons and \$7.02 per 1000 gallons thereafter. This rate has been in effect since January 1, 2016.

Proposed Quarterly Service Charge: (Based on Meter Size) **Unchanged**

<u>Meter Size</u>	<u>Fee</u>
5/8"	\$42.50
3/4"	\$62.50
1"	\$85.00
1.5"	\$165.00
2"	\$265.00
3"	\$485.00
4"	\$805.00
6"	\$1200.00

Proposed water rate:

0 to 25,000 gallons	= \$6.20 per 1000 gallons
25,001 to 150,000 gallons	= \$7.02 per 1000 gallons
150,001 gallons and above	= \$10.33 per 1000 gallons

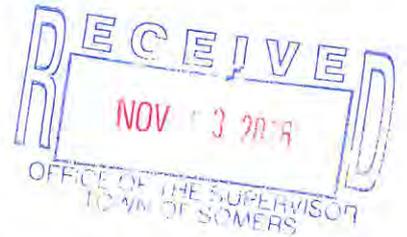
Windsor Farms Water District:

Current water rates: \$42.50 Quarterly Service Charge and \$6.20 per 1000 gallons for the first 25,000 gallons and \$7.02 per 1000 gallons thereafter. This rate has been in effect since January 1, 2016.

Proposed water rates:

0 to 25,000 gallons	= \$6.20 per 1000 gallons
25,001 to 150,000 gallons	= \$7.02 per 1000 gallons
150,001 gallons and above	= \$10.33 per 1000 gallons

(continued)



Amawalk Heights Water District:

Current water rates: \$42.50 Quarterly Service Charge and \$5.90 per 1000 gallons for the first 25,000 gallons and \$6.72 per 1000 gallons thereafter. This rate has been in effect since January 1, 2016.

Proposed water rates:

0 to 25,000 gallons	= \$6.20 per 1000 gallons
25,001 to 150,000 gallons	= \$7.02 per 1000 gallons
150,001 gallons and above	= \$10.33 per 1000 gallons

The proposed rates will have little to no effect to the average residential water bill. However customers that exceed 150,000 gallons can expect to see average annual increase of \$200.00 to \$400.00 a year.

Provided the Town Board agrees to the proposed changes to the water rates it shall be necessary to hold a public hearing. The proposed changes shall not take effect until January 1, 2017 and will be applied to the water consumption bills for the quarter ending March 31, 2017.

cc: Town Clerk
Director of Finance
Town Attorney

cc: TA
TBT
7000 11/9/16

November 14, 2016

Peter J. Helmes
184 Katonah Avenue
Katonah, New York 10536

Dear Mr. Helmes:

The amount of fees that the Town Of Somers Town Board have agreed to waive will be:

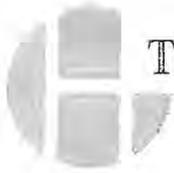
- Subdivision Review \$5,000.00
- Preliminary Subdivision Approval \$ 800.00
- Final Subdivision fees \$ 600.00

- Total Review Fees Waived \$6,400.00

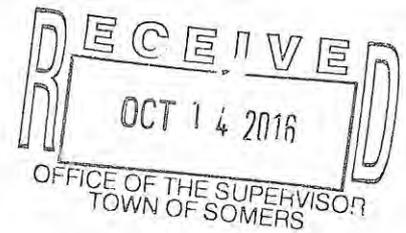
Sincerely,

Rick Morrissey
Town Supervisor
Town of Somers

RM:bd



THE HELMES GROUP, LLP
ARCHITECTURE • ENGINEERING
PROJECT MANAGEMENT



October 11, 2016

Rick Morrissey – Town Supervisor
Town House
335 Route 202
Somers, NY 10589

Project: Somers Public Safety Center, 295 Route 100, Somers, NY

Subject: Request for Waiver of Planning Board Fees

Dear Mr. Morrissey:

An Application for Preliminary Approval of Subdivision was submitted to the Planning Board this afternoon for the proposed new Public Safety Center.

Since the project is being developed by the Somers Fire District, on their behalf and at the request of the Board of Fire Commissioners please accept this letter as their formal request for the Town Board to consider waiving some or all of the required Application / Escrow Fees.

We thank you in advance for your consideration and the Board of Fire Commissioners shall await the Town Board's decision in this matter.

Respectfully,

THE HELMES GROUP, LLP

Peter J. Helmes, AIA
Architect

PJH:LAS
WP 2016/24 SPSC

John Markiewicz, Chairman – Board of Fire Commissioners
Kenneth E. Hoffarth, District Manager

Rick Morrissey

From: Syrette Dym
Sent: Friday, October 21, 2016 12:26 PM
To: Rick Morrissey
Cc: Belinda DiTieri; Tammi Savva
Subject: RE: Public Safety Center
Attachments: Somes Pub. Safety Cntr_Establishment of Escrow Fees Memo_10172016 (2).pdf

Rick - The attached is an estimate from Woodard & Curran for \$9,800, just for subdivision review. I would suggest \$5,000 for my subdivision review for a total of \$14,800 for escrow fees. In addition, there are application fees for preliminary subdivision approval that would be \$800. Final subdivision fees would be \$600.

Future fees for site plan approval would be for wetland permits, steep slope permits, tree removal permits and stormwater management and sedimentation and erosion control. Those fee will not be known until submission of the site plan and the application. There would also be substantial escrow review fees for site plan approval.

Syrette Dym, AICP
Director of Planning
Town of Somers
335 Route 202
Somers, NY 10589

\$16,200

914-277-5366 (phone)
914-277-4093 (fax)
sdym@somersny.com
www.somersny.com

From: Rick Morrissey
Sent: Friday, October 21, 2016 12:12 PM
To: Syrette Dym
Cc: Belinda DiTieri; Tammi Savva; Joe Barbagallo; Rob Wasp
Subject: RE: Public Safety Center

Syrette:

Please prepared an estimate of the fees being requested to be waived by the Helmes Group for the Fire District.

Thanks,

Rick Morrissey, MPA

Town Supervisor
Town of Somers
335 Route 202
Somers, NY 10589
Ph: 914-277-3637
Fax: 914-276-0082
supervisor@somersny.com
www.somersny.com

From: Syrette Dym
Sent: Friday, October 21, 2016 12:05 PM
To: Rick Morrissey
Cc: Belinda DiTieri; Tammi Savva; Joe Barbagallo; Rob Wasp
Subject: Public Safety Center

Rick – Just spoke with Peter Helmes on Public Safety Center. They are on the Planning Board agenda for Wednesday night and both Joe's office and me are doing work in preparation of that meeting without any escrow fees.

Please advise if I need to have Peter deposit an escrow check before the meeting to cover our fees. There seems to be some discussion by the Fire District that they will not be paying some or all application or escrow fee.

Syrette Dym, AICP
Director of Planning
Town of Somers
335 Route 202
Somers, NY 10589

914-277-5366 (phone)
914-277-4093 (fax)
sdym@somersny.com
www.somersny.com

EC
TB, TC, TA
Not Approved
11/19/16

MEMORANDUM



TO: Syrette Dym, AICP, Town Planner
CC: Marilyn Murphy, Planning Board Secretary
FROM: Joseph C. Barbagallo, P.E., BCEE
DATE: October 17, 2016
RE: Establishment of Escrow Fees
Somers Public Safety Center
Preliminary/Final Subdivision Plat Approval, Stormwater Management and Erosion & Sediment Control Permit, Steep Slopes Protection Permit, Tree Removal Permit and Special Exception Use Permit (Groundwater Protection Overlay District).
295 Route 100
TM: 17.18-1-1, R-80 District

Based on our initial review of the above referenced project that has been submitted to the Board, our anticipated review fee is described as follows:

Somers Public Safety Center – 295 Route 100 – Subdivision Plat Approval

In accordance with Task Order No. 1-2 for Escrow Based Town Engineering Services provided under the Terms of Conditions of the Municipal Services Agreement (MSA) between Woodard & Curran and the Town of Somers, dated March 11, 2009, we recommend an escrow review fee of **\$9,800** to cover time and effort associated with the following tasks:

- Subdivision Plat Review
 - Review of application documents related to the proposed institutional subdivision development, including land disturbance, new driveways/parking lots, extension of public water main and sanitary sewer utilities and construction of stormwater management practices.
 - Planning Board review memoranda creation for up to three (3) Planning Board meetings
 - Review of project Stormwater Pollution Prevention Plan (SWPPP), including up to two (2) subsequent revisions.
 - Review of project Phosphorus Pollutant Loading Analysis (PLA)
 - Review of Subdivision Plat drawing for conformance with required §150-30 Subdivision Plat standards
 - Review of Groundwater Protection Plan
 - Coordination of application review with other involved state, county and local agencies
- Site Walk
 - Site walk by Consulting Engineers with Planning Board
 - Preparation of memorandum summarizing observations from site walk
- Assistance with application review under the NYSDEC SEQR.
- Consulting Town Engineer meeting attendance at up to three (3) Planning Board meetings



- Project review coordination with New York State Attorney General – Watershed Inspector General (WIG), as necessary
- Assistance with preparation & review of Planning Board resolution of approval
- Project Administrator support for three (3) billing periods

It should be noted that the provided budget has been prepared as a “Not to Exceed” budget amount and is intended to cover effort associated with review of the proposed subdivision development. In consideration of the nature of the proposed development as a benefit to public safety within the Town of Somers, our anticipated escrow budget for the project has reduced by a factor of twenty-five percent in support of the application.

In the event that application review inquires and meeting discussions involve tasks outside the anticipated scope, additional escrow budget will be required to be posted. Additional budget for unforeseen conditions or out-of-scope review tasks will be required to be defined through a subsequent memorandum that defines the additional escrow amount required with supporting documentation of the circumstances. Additional budget shall be agreed upon and posted to escrow before review charges exceed the previously defined escrow amount.

Please feel free to contact our office with any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Barbagallo".

Joseph C. Barbagallo, P.E., BCEE
Consulting Town Engineer

OFFICE OF THE SUPERVISOR

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

Telephone
(914) 277-3637
Fax
(914) 276-0082

RICK MORRISSEY
SUPERVISOR



AGENDA

November 7, 2016

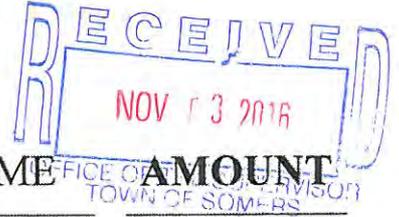
TO: Town Board
FROM: Rick Morrissey
Supervisor
RE: Budget Transfers

Authorize the following Request for Budget Transfer of Funds.

FROM	TO	AMOUNT	REASON
Highway 5132.401 Fuel	Highway 5132.405 Maintenance	\$6,000	To cover overage.

11/7/2016 3:26 PM
\\Z:\Supervisor\bditieri\BUDGET MODIFICATION.docx

REQUEST FOR TRANSFER OF FUNDS
2016



FROM:

FUND	ACCOUNT CODE	ACCOUNT NAME	AMOUNT
Highway	5132.401	FUEL	6,000.00

TO:

FUND	ACCOUNT CODE	ACCOUNT NAME	AMOUNT
Highway	5132.405	MAINTENANCE	6,000.00

Explanation:

TO COVER OVRAGE

Authorized Signature:  Date: 11/2/16
cc: Supervisor

OFFICE OF THE SUPERVISOR

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

Telephone
(914) 277-3637
Fax
(914) 276-0082

RICK MORRISSEY
SUPERVISOR



October 31, 2016

Re: Board of Assesment Review

This note is to advise the Town Board of the following:

Rich DeMelis has agreed to be reappointed to Board of Assessment Review

Received from Teresa Stegner, IAO

Assessor

Town of Somers

(914) 277-3504

10/21/16
10/21/16
7/20/16
B. Polak

OFFICE OF THE SUPERVISOR

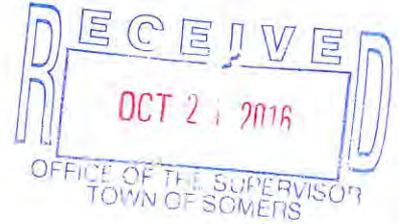
Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

Telephone
(914) 277-3637
Fax
(914) 276-0082

RICK MORRISSEY
SUPERVISOR



October 21, 2016

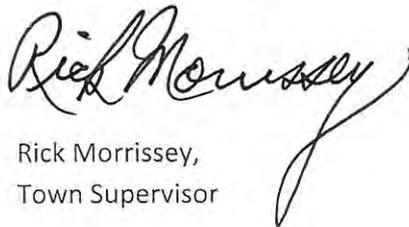
Robin Melen
12 Benjamin Green Lane
Mahopac, NY 10541

Dear Ms. Melen,

I received a letter from Ellen Devey stating that you are interested in joining the Affordable Housing Board. I would like to take the opportunity to invite you to attend our next Town Board Executive Session on November 3, 2016 for a brief interview at 6:45PM. It should take no more than ten minutes.

Please contact my office at (914)277-3637, at your earliest convenience. I look forward to seeing you at the next meeting on November 3rd.

Sincerely,


Rick Morrissey,
Town Supervisor

RM:bd

cc: Ellen Devey
Barry Singer

Z:\Supervisor\bditieri\Robin Melen Affordable Housing Board.docx

OFFICE OF THE SUPERVISOR

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

Telephone
(914) 277-3637
Fax
(914) 276-0082

RICK MORRISSEY
SUPERVISOR



AGENDA

November 7, 2016

TO: Town Board
FROM: Rick Morrissey
Supervisor
RE: Authorize the following Adjustment of Funds.

INCREASE	INCREASE	AMOUNT	REASON
3501 CHIPS REVENUE	5112.2 CHIPS PROGRAM	\$69,809.78	Chips revenue carried over from prior year used to purchase asphalt recycler and Hot Box.
3501 CHIPS REVENUE	5112.2 CHIPS PROGRAM	\$50,094.95	Pave NY CHIPS money received in 2016 and not included in 2016 Budget.

REQUEST FOR ADJUSTMENT OF FUNDS
2016

RECEIVED
NOV 03 2016
OFFICE OF THE SUPERVISOR
TOWN OF SCITUAT

cc: TA, TC
MOS
BOS
10/14

INCREASE	ACCOUNT CODE	ACCOUNT NAME	AMOUNT
Highway	3501	CHIPS REVENUE	69,809.78

INCREASE	ACCOUNT CODE	ACCOUNT NAME	AMOUNT
Highway	5112.2	CHIPS PROGRAM	69,809.78

Explanation:

Chips revenue carried over from prior year used to purchase Asphalt
Recycler and Hot Box

Authorized Signature:  Date: 10/18/16
cc: Supervisor

cc: TB, TC
Nov 2016
BP 1/14

REQUEST FOR ADJUSTMENT OF FUNDS
2016

RECEIVED
NOV 3 2016
OFFICE OF THE SUPERVISOR
TOWN OF ...

INCREASE	ACCOUNT CODE	ACCOUNT NAME	AMOUNT
Highway	3501	CHIPS REVENUE	50,094.95

INCREASE	ACCOUNT CODE	ACCOUNT NAME	AMOUNT
Highway	5112.2	CHIPS PROGRAM	50,094.95

Explanation:

Pave NY CHIPS money received in 2016 and not included in 2016 budget

Authorized Signature:  Date: 10/19/16
cc: Supervisor