

OFFICE OF THE SUPERVISOR

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Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

RICK MORRISSEY
SUPERVISOR



**SOMERS TOWN BOARD
WORK SESSION 7:00PM
THURSDAY, MARCH 1, 2018
www.somersny.com**

A. PLEDGE OF ALLEGIANCE:

7:00PM – Work Session

B. PUBLIC HEARING:

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

C. PARKS & RECREATION:

D. TOWN BOARD:

1. Sustainable Westchester “Ambassador” Program – Herb Oringel
2. Rescind February 8, 2018 resolution awarding two-year service contracts to A-Amp Electric Corp. for Emergency and Non-Emergency Electrical Work and to Bee and Jay Plumbing for Emergency and Non-Emergency Plumbing Work.

**SOMERS TOWN BOARD
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3. Approve Request for Proposals for the following:
 - a. HVAC
 - b. Plumbing
 - c. Electrical
4. Request from Energize NY to amend our local PACE law to incorporate the amendments to NY State's PACE law (Article 5L of the NYS General Municipal Law) and the other refinements to PACE 2.0 – discussion.

E. FINANCIAL:

1. Authorize 2017 Budget transfers and modifications per February 22, 2018 email from Robert Kehoe, Director of Finance.
2. Authorize the creation of budgets for capital projects per February 22, 2018 e-mail from Robert Kehoe, Director of Finance.

F. HIGHWAY: - No additional business.

G. PERSONNEL:

1. **Current Vacancies:**
 - a. Affordable Housing Board (2- 2-year terms ending 7/11/2019.)
 - b. Partners in Prevention (1 – 3-year term ending 12/31/2019 and 3 – 3-year terms ending 12/31/2020.)
 - c. Zoning Board (1- 5-year term ending 12/31/2022.)
2. **Upcoming Vacancies:**
 - a. Architectural Review Board (1- 3-year term ending 3/31/2018.)
 - b. Parks and Recreation Board (3- 3-year terms ending 3/9/2018.)
3. Acknowledge resignation of Diane Montero-Heyert, Part Time Senior Library Clerk effective February 22, 2018.

H. PLANNING & ENGINEERING:

1. For review and comment:
 - a. Alspach Wetland Application.
 - b. Sullivan Wetland Application.
 - c. Immediato Wetland Application.

**SOMERS TOWN BOARD
WORK SESSION 7:00PM
THURSDAY, MARCH 1, 2018
www.somersny.com**

I. POLICE: – No additional business.

J. PROPOSED CONSENSUS AGENDA:

1. Authorize the Supervisor to accept Somers Town Tax Warrants for 2018.
2. Schedule a Public Hearing for the proposed Recorded Images Violations Law for April 12, 2018.

2018 Calendar

March 1, 2018	7:00pm	Town Board Work Session
March 8, 2018	7:00pm	Town Board Regular Meeting <ol style="list-style-type: none">1. Public Hearing: Proposed Local Law to amend Chapter 170, entitled <u>Zoning</u>, Article XIA, entitled <u>Affordable Housing</u> in its entirety of the Code of the Town of Somers.2. Public Hearing: Proposed Local Law to amend Chapter 3, entitled <u>Affordable Housing Board</u>, section 3-3, entitled <u>Powers and Duties</u> of the Code of the Town of Somers.3. Public Hearing: Proposed 2018 Quarterly Water Charges.
April 5, 2018	7:00pm	Town Board Work Session
April 12, 2018	7:00pm	Town Board Regular Meeting

Sent to:
TB, TA, TC 2/26/18
KD
Rick Morrissey

From: Herb Oringel
Sent: Tuesday, February 6, 2018 11:18 AM
To: Rick Morrissey
Subject: Somers---->Sustainable Westchester

Rick, good morning....Sustainable Westchester is implementing an "Ambassador" program in which We plan to learn more about your needs so as to better align our project development to them. For example, we have initiatives underway in Energy, Electric Vehicles, Sustainable Food, Water, etc. I have asked to be the Ambassador to Somers and if that is ok, I will arrange a convenient time for us to meet to discuss how to be of maximal help.

Sent from Mail for Windows 10

Telephone
(914) 277-3539

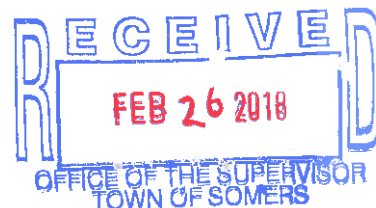
FAX
(914) 277-3790

Efrem Citarella
Building Inspector

Sent to: TB, TA, TC 2/26/18 KD

BUILDING DEPARTMENT
Town of Somers
WESTCHESTER COUNTY, N.Y.

TOWN HOUSE
ANNEX
337 ROUTE 202
SOMERS, NY 10589



MEMO TO: Rick Morrissey, Town Supervisor

FROM: Efrem Citarella, Building Inspector *EC*

RE: Electrical, HVAC and Plumbing Contracts

DATE: February 26, 2018

Permission was granted to solicit Requests for Proposal (RFP) for two-year contracts for emergency and non-emergency services for electrical, HVAC and plumbing.

Only A-Amp Electric Corp. submitted an RFP for electrical.

Two proposals were received for HVAC, one from C.F. Air Conditioning and Heating, Inc. in the amount of \$29,500 and another from Clean Air Quality Service, Inc. for a total of \$39,749.

Both Bee & Jay Plumbing and Heating Corp., as well as LBR Plumbing and Heating Corp. submitted RFP's for plumbing. Their fees are as follows:

		<u>Bee & Jay</u>	<u>LBR</u>
Cost/hour for:	Journeyman	\$135.00	\$105.00
	Apprentice	\$ 55.00	\$ 85.00
Cost/hour for emergency calls:	Journeyman	\$135.00	\$105.00
	Apprentice	\$ 55.00	85.00
Percent of mark-up on special equipment and materials purchased by the contractor		15%	20%

It is my recommendation that the contracts be awarded for electrical to A-Amp Electric Corp.; for HVAC to C.F. Air Conditioning and Heating, Inc.; and for plumbing to Bee & Jay Plumbing and Heating Corp. All three have had the contracts since 2014 and we have been very satisfied with their work.

The new contracts will run from 2018 to 2020, with the Town reserving the right to extend the contract for up to an additional two (2) years with no more than a 2% increase per year.

Sent to:
TB, TA, TC
2/21/18
KD



Energy
Improvement
Corporation

2051 Baldwin Road
Yorktown Heights, NY 10536
(914) 302-7300 | www.energizeny.org

December 4, 2017

Memo to EIC Members: Revisions to EIC's PACE Finance Services

EIC is pleased to report that New York State has amended its PACE Law to make PACE financing more accessible to clean energy projects. The changes listed below ("PACE 2.0") will expand the usefulness of Energize NY PACE and increase its appeal to energy efficiency and renewable energy project developers. In order to effectuate these PACE enhancements in your municipality, you will need to amend your local PACE law to incorporate the amendments to NY State's PACE law (Article 5L of the NYS General Municipal Law) and the other refinements to PACE 2.0 described below.

PACE 2.0

- 1) Amendments to Article 5-L allow the governing administrator (e.g., EIC) to determine the maximum amount of financing that would be permitted for properties that are not individually owned.
 - a. This removes the old 10% cap, which disadvantaged property owners in areas of the State that have low property values.
 - b. This enables EIC to increase the maximum amount of available PACE financing relative to a property's value and provides more flexibility going forward.
- 2) Amendments to Article 5-L removed the requirement that the power generated from a renewable energy system be primarily used at the location where it is installed, as long as the property is owned by a commercial entity.
 - a. This could expand the benefits of solar across multiple sites owned by the same entity.
 - b. This will enable EIC to develop products, to be approved by EIC members, that distribute the benefits of energy derived from solar to those who do not have the right building type for solar or who desire to keep their property as-is (e.g., no ground mount systems).
- 3) Adopts the positive savings-to-investment ratio (SIR test) used by NYSERDA in its new commercial PACE guidelines that measures savings and costs over the life of the project, rather than annually.
 - a. This change is consistent with industry standards and PACE programs in other states.
 - b. It also broadens the range of solar projects that can be financed with PACE; the availability of tax credits made it difficult to satisfy the annual cash flow standard even though the project resulted in sufficient cash flow over the life of the project.
- 4) Allows the PACE Charge to be placed on the tax bill at the beginning of construction, which is the norm in most PACE programs and standard practice for most project developers.
 - a. Without the availability of PACE during construction, the types of projects that can use PACE are limited to smaller projects or those projects where a 3rd party is willing to finance the cost of construction through to completion.

- 5) Amendments to Article 5-L allow the use of State as well as federal sources to fund PACE reserves, which creates the opportunity for municipalities with lower credit ratings to participate in PACE.
- a. There is a need for such a facility to accommodate all NYS municipalities with strong interest and those municipalities whose credit ratings may have dropped.
 - b. EIC has received indications of interest from capital providers and multiple project developers to fund projects in lower rated municipalities.

EIC Member Next Steps:

1. Amend your existing Sustainable Energy Loan Program Local Law to conform to the new template that EIC has provided, which incorporates the amendments to Article 5-L and the other PACE 2.0 changes outlined above. *Before submitting the amendments to your existing Local Law for a final vote, please send to EIC for review as EIC's finance facility and available loan capital is based on receiving identical agreements from every EIC Member.*
2. Amend your existing EIC Municipal Agreement to conform to the new template that EIC has provided reflecting the PACE 2.0 changes outlined above. *Before submitting these amendments for final internal approval, please send to EIC for review as EIC's finance facility and available loan capital is based on receiving identical agreements from every Member.* Section 3 of the Municipal Agreement is unchanged and enables a municipality to make modifications that limit how PACE is offered to its constituents.
3. Once approved by your legislature, the amended local law must be filed with the Office of the Secretary of State. Please send a copy of the amended local law to EIC.

Attachments:

1. EIC Amended Local Law reflecting PACE 2.0 – TEMPLATE (PDF and Word Files)
2. Resolution Introducing Amendments to Local Law - TEMPLATE
3. EIC Amended Municipal Agreement reflecting PACE 2.0 – TEMPLATE (PDF and Word Files)

Mark Thielking
Executive Director | Energize NY
914-302-5421(o) 914-302-7304(f)
mark@energizeny.org

Sarah Smiley
Director of Member Services | Energize NY
914-302-7300 ext 8105 (o) 914-302-7304(f)
sarahs@energizeny.org

Joseph Del Sindaco
PACE Advisor to the Energy Improvement
Corporation
267-465-7542
membership@energizeny.org

LOCAL LAW NO. - 20

**A LOCAL LAW TO ESTABLISH ~~AMEND A~~ THE SUSTAINABLE ENERGY
LOAN PROGRAM IN THE**

Be it enacted by the _____ of the [County/City/Town/Village] of
_____ as follows:

Section 1. The Code of the _____ is hereby amended by adding a new
Chapter _____, entitled This Local Law shall be known as the "Energize NY Benefit
Financing Program," ~~to and shall~~ read as follows:

ARTICLE I

§1. Legislative findings, intent and purpose, authority.

- A. It is the policy of both the _____ and the State of New York to achieve energy efficiency and renewable energy goals, reduce greenhouse gas emissions, mitigate the effect of global climate change, and advance a clean energy economy. The _____ finds that it can fulfill this policy by providing property assessed clean energy financing to property owners for the installation of renewable energy systems and energy efficiency measures. This chapter establishes a program that will allow the Energy Improvement Corporation ("EIC"), a local development corporation, acting on behalf of the _____ pursuant to the municipal agreement to be entered into between the _____ and EIC pursuant to Article 5-G of the New York General Municipal Law (the "Municipal Agreement"), to make funds available to qualified property owners that will be repaid by such property owners through charges on the real properties benefited by such funds, thereby fulfilling the purposes of this ~~chapter~~ law and fulfilling an important public purpose.
- B. The _____ is authorized to implement this Energize NY Benefit Financing Program pursuant to the Municipal Home Rule Law and Article 5-L of the New York General Municipal Law.
- C. This ~~chapter~~ law shall be known and may be cited as the "Energize NY Benefit Financing Program Law of the _____".

§2. Definitions

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For purposes of this ~~chapter~~law, and unless otherwise expressly stated or unless the context requires, the following terms shall have the meanings indicated:

Authority – The New York State Energy Research and Development Authority, as defined by subdivision two of section eighteen hundred fifty-one of the ~~public authorities law~~Public Authorities Law, or its successor.

EIC – the Energy Improvement Corporation, a local development corporation, duly organized under section fourteen hundred eleven of the Not-For-Profit Corporation Law, authorized hereby on behalf of the _____ to implement the Energize NY Benefit Financing Program by providing funds to qualified property owners (as defined in this ~~chapter~~law) and providing for repayment of such funds from monies collected by the _____ ~~tax collector~~collecting officer as a charge to be levied on the real property and collected in the same manner and same form as the _____ taxes.

Energy Audit – A formal evaluation or “assessment” of the energy consumption of a permanent building or structural improvement to real property, conducted by a contractor certified by the Authority, or certified by a certifying entity approved by the Authority, for the purpose of identifying appropriate energy efficiency improvements that could be made to the property.

Energy Efficiency Improvement – Any renovation or retrofitting of a building to reduce energy consumption, such as window and door replacement, lighting, caulking, weatherstripping, air sealing, insulation, and heating and cooling system upgrades, and similar improvements, determined to be cost-effective pursuant to criteria established by the Authority, not including lighting measures or household appliances that are not permanently fixed to real property.

Qualified Property Owner – An owner of residential or commercial real property located within the boundaries of the _____ that is determined to be eligible to participate in the Energize NY Benefit Financing Program under the procedures for eligibility set forth under this ~~chapter~~law.

Renewable Energy System – An energy generating system for the generation of electric or thermal energy, to be used primarily at such property, except when the Qualified Property Owner is a commercial entity in which case the system may be used for other properties in addition to the subject property, by means of solar thermal, solar photovoltaic, wind, geothermal, anaerobic digester gas-to-electricity systems, fuel cell technologies, or other renewable energy technology approved by the Authority not including the combustion or pyrolysis of solid waste.

Renewable Energy System Feasibility Study – A written study, conducted by a contractor certified by the Authority, or certified by a certifying entity approved by the Authority, for the purpose of determining the feasibility of installing a renewable energy system.

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§3. Establishment of an Energize NY Benefit Financing Program

- A. An Energize NY Benefit Financing Program is hereby established by the _____, whereby EIC acting on its behalf pursuant to the Municipal Agreement, may provide funds to Qualified Property Owners in accordance with the procedures set forth under this ~~chapter~~law, to finance the acquisition, construction and installation of Renewable Energy Systems and Energy Efficiency Improvements and the verification of the installation of such systems and improvements.
- B. ~~The~~For funds provided to a Qualified Property Owner which is a commercial entity, not-for-profit organization, or entity other than an individual, EIC shall have the authority to impose requirements on the maximum amount of funds to be provided, which may consider factors including but not limited to the property value, projected savings, project cost, and existing indebtedness secured by such property.
- ~~B.C.~~ For financings made to a Qualified Property Owner who is an individual, the funds provided shall not exceed the lesser of: (i) ten percent of the appraised value of the real property where the Renewable Energy Systems and/or Energy Efficiency Improvements will be located, or (ii) the actual cost of installing the Renewable Energy Systems and/or Energy Efficiency Improvements, including the costs of necessary equipment, materials, and labor and the cost of verification of such systems and improvements.

§4. Procedures for eligibility

- A. Any property owner in the _____ may submit an application to EIC on such forms as have been prepared by EIC and made available to property owners on the website of EIC and at the _____ offices.
- B. Every application submitted by a property owner shall be reviewed by EIC acting on behalf of the _____, which shall make a positive or negative determination on such application based upon the criteria for making a financing enumerated in ~~subsection A of~~section 5 of this ~~chapter~~law. EIC may also request further information from the property owner where necessary to aid in its determination.
- C. If a positive determination on an application is made by EIC acting on behalf of the _____, the property owner shall be deemed a Qualified Property Owner and shall be eligible to participate in the Energize NY Benefit Financing Program in accordance with the procedure set forth under section 6 of this ~~chapter~~law; provided that in no case shall a property owner that has received funds from another municipal corporation for the acquisition, construction and installation of Energy Efficiency Improvements and/or Renewable Energy Systems be deemed a Qualified Property Owner.

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§5. Application criteria

A. Upon the submission of an application, EIC acting on behalf of the _____, shall make a positive or negative determination on such application based upon the following criteria for the making of a financing:

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1.A. The proposed Energy Efficiency Improvements and/or Renewable Energy Systems are determined to be cost effective based on guidelines issued by the Authority;

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B. The ~~proposed~~ property owner may not be in bankruptcy and the property may not constitute property subject to any pending bankruptcy proceeding;

2.C. The amount financed under the Energize NY Benefit Financing Program shall be repaid over a term not to exceed the weighted average of the useful life of Renewable Energy Systems and Energy Efficiency Improvements and/or Renewable Energy Systems will generate an estimated annual cost savings greater than the annual charge payments to be installed on the property as determined by EIC;

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3.D. Sufficient funds are available from EIC to provide financing to the property owner;

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4.E. The property owner is current in payments on any existing mortgage;

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5.F. The property owner is current in payments on any existing real property taxes and has been current on real property taxes for the previous three years; and

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6.G. Such additional criteria, not inconsistent with the criteria set forth above, as the _____, or EIC acting on its behalf, may set from time to time.

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§6. Opt-in, Energize NY Finance Agreement

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A. A Qualified Property Owner may participate in the Energize NY Benefit Financing Program through the execution of an ~~Energize Finance Agreement~~ energize NY finance agreement made by and between the Qualified Property Owner and EIC, acting on the behalf of the _____ (the "Energize NY Finance Agreement").

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B. Upon execution of the Energize NY Finance Agreement, the Qualified Property Owner shall be eligible to receive funds from EIC acting on behalf of _____, for the acquisition, construction, and installation of qualifying Renewable Energy Systems and Energy Efficiency Improvements; provided the requirements of ~~section~~ Section 7 of this ~~chapter~~ law have been met.

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- C. The Energize NY Finance Agreement shall include the terms and conditions of repayment set forth under section 8 of this ~~chapter~~law.

§7. Energy audit, renewable energy system feasibility study

- A. No funds shall be made available for Energy Efficiency Improvements unless determined to be appropriate through an Energy Audit as defined in Section 2.
- B. No funds shall be made available for a Renewable Energy System unless determined to be feasible through a Renewable Energy System Feasibility Study as defined in Section 2.
- C. The cost of such Energy Audit and/or Renewable Energy System Feasibility Study shall be borne solely by the property owner but may be included in the financed amount if the work is approved.

§8. Terms and conditions of repayment

The Energize NY Finance Agreement between the Qualified Property Owner and EIC acting on behalf of the _____, shall set forth the terms and conditions of repayment in accordance with the following:

- A. The principal amount of the funds paid to the Qualified Property Owner hereunder, together with the interest thereon, shall be paid by the property owner as a charge on their _____ tax bill and shall be levied and collected at the same time and in the same manner as _____ property taxes, provided that such charge shall be separately listed on the tax bill. The _____ shall make payment to EIC or its designee in the amount of all such —separately listed charges within 30 days of the _____ ~~tax~~date the payment is due ~~date to be made to~~ _____.
- B. The term of such repayment shall be determined at the time the Energize NY Finance Agreement is executed by the property owner and EIC, provided that in no case shall the term exceed the weighted average of the useful life of the systems and improvements as determined by EIC acting on behalf of the _____.
- C. The rate of interest for the charge shall be fixed by EIC acting on behalf of the _____ at the time the Energize NY Finance Agreement is executed by the property owner and EIC.
- D. The charge shall constitute a lien upon the real property benefited by the Energize NY Benefit Financing Program as set forth in Article 5-L of the General Municipal Law and shall run with the land. A transferee of title to the benefited real property shall be required to pay any future installments, including interest thereon.

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§9. Verification and report

- A. EIC shall be responsible for verifying and reporting to the _____ on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by such ~~program~~Program.
- B. The _____ shall verify and report on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Energize NY Benefit Financing Program in such form and manner as the Authority may establish.

Section 2. This local law shall take effect upon filing with the Secretary of State.

LOCAL LAW NO. – 20

**A LOCAL LAW TO AMEND THE SUSTAINABLE ENERGY LOAN PROGRAM
IN THE _____**

Be it enacted by the [County/City/Town/Village] of _____ as follows:

Section 1. This Local Law shall be known as the “Energize NY Benefit Financing Program,” and shall read as follows:

ARTICLE I

§1. Legislative findings, intent and purpose, authority.

- A. It is the policy of both the _____ and the State of New York to achieve energy efficiency and renewable energy goals, reduce greenhouse gas emissions, mitigate the effect of global climate change, and advance a clean energy economy. The _____ finds that it can fulfill this policy by providing property assessed clean energy financing to property owners for the installation of renewable energy systems and energy efficiency measures. This chapter establishes a program that will allow the Energy Improvement Corporation (“EIC”), a local development corporation, acting on behalf of the _____ pursuant to the municipal agreement to be entered into between the _____ and EIC pursuant to Article 5-G of the New York General Municipal Law (the “Municipal Agreement”), to make funds available to qualified property owners that will be repaid by such property owners through charges on the real properties benefited by such funds, thereby fulfilling the purposes of this law and fulfilling an important public purpose.
- B. The _____ is authorized to implement this Energize NY Benefit Financing Program pursuant to the Municipal Home Rule Law and Article 5-L of the New York General Municipal Law.
- C. This law shall be known and may be cited as the “Energize NY Benefit Financing Program Law of the _____”.

§2. Definitions

For purposes of this law, and unless otherwise expressly stated or unless the context requires, the following terms shall have the meanings indicated:

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EIC – the Energy Improvement Corporation, a local development corporation, duly organized under section fourteen hundred eleven of the Not-For-Profit Corporation Law, authorized hereby on behalf of the _____ to implement the Energize NY Benefit Financing Program by providing funds to qualified property owners (as defined in this law) and providing for repayment of such funds from monies collected by the _____ tax collecting officer as a charge to be levied on the real property and collected in the same manner and same form as the _____ taxes.

Energy Audit – A formal evaluation or “assessment” of the energy consumption of a permanent building or structural improvement to real property, conducted by a contractor certified by the Authority, or certified by a certifying entity approved by the Authority, for the purpose of identifying appropriate energy efficiency improvements that could be made to the property.

Energy Efficiency Improvement – Any renovation or retrofitting of a building to reduce energy consumption, such as window and door replacement, lighting, caulking, weatherstripping, air sealing, insulation, and heating and cooling system upgrades, and similar improvements, determined to be cost-effective pursuant to criteria established by the Authority, not including lighting measures or household appliances that are not permanently fixed to real property.

Qualified Property Owner – An owner of residential or commercial real property located within the boundaries of the _____ that is determined to be eligible to participate in the Energize NY Benefit Financing Program under the procedures for eligibility set forth under this law.

Renewable Energy System – An energy generating system for the generation of electric or thermal energy, to be used primarily at such property, except when the Qualified Property Owner is a commercial entity in which case the system may be used for other properties in addition to the subject property, by means of solar thermal, solar photovoltaic, wind, geothermal, anaerobic digester gas-to-electricity systems, fuel cell technologies, or other renewable energy technology approved by the Authority not including the combustion or pyrolysis of solid waste.

Renewable Energy System Feasibility Study – A written study, conducted by a contractor certified by the Authority, or certified by a certifying entity approved by the Authority, for the purpose of determining the feasibility of installing a renewable energy system.

§3. Establishment of an Energize NY Benefit Financing Program

- A. An Energize NY Benefit Financing Program is hereby established by the _____, whereby EIC acting on its behalf pursuant to the Municipal Agreement, may provide funds to Qualified Property Owners in accordance with the procedures set forth under this law, to finance the acquisition, construction and installation of Renewable Energy Systems and Energy Efficiency Improvements and the verification of the installation of such systems and improvements.
- B. For funds provided to a Qualified Property Owner which is a commercial entity, not-for-profit organization, or entity other than an individual, EIC shall have the authority to impose requirements on the maximum amount of funds to be provided, which may consider factors including but not limited to the property value, projected savings, project cost, and existing indebtedness secured by such property.
- C. For financings made to a Qualified Property Owner who is an individual, the funds provided shall not exceed the lesser of: (i) ten percent of the appraised value of the real property where the Renewable Energy Systems and/or Energy Efficiency Improvements will be located, or (ii) the actual cost of installing the Renewable Energy Systems and/or Energy Efficiency Improvements, including the costs of necessary equipment, materials, and labor and the cost of verification of such systems and improvements.

§4. Procedures for eligibility

- A. Any property owner in the _____ may submit an application to EIC on such forms as have been prepared by EIC and made available to property owners on the website of EIC and at the _____ offices.
- B. Every application submitted by a property owner shall be reviewed by EIC acting on behalf of the _____, which shall make a positive or negative determination on such application based upon the criteria for making a financing enumerated in section 5 of this law. EIC may also request further information from the property owner where necessary to aid in its determination.
- C. If a positive determination on an application is made by EIC acting on behalf of the _____, the property owner shall be deemed a Qualified Property Owner and shall be eligible to participate in the Energize NY Benefit Financing Program in accordance with the procedure set forth under section 6 of this law; provided that in no case shall a property owner that has received funds from another municipal corporation for the acquisition, construction and installation of Energy Efficiency Improvements and/or Renewable Energy Systems be deemed a Qualified Property Owner.

§5. Application criteria

Upon the submission of an application, EIC acting on behalf of the _____, shall make a positive or negative determination on such application based upon the following criteria for the making of a financing:

- A. The proposed Energy Efficiency Improvements and/or Renewable Energy Systems are determined to be cost effective based on guidelines issued by the Authority;
- B. The property owner may not be in bankruptcy and the property may not constitute property subject to any pending bankruptcy proceeding;
- C. The amount financed under the Energize NY Benefit Financing Program shall be repaid over a term not to exceed the weighted average of the useful life of Renewable Energy Systems and Energy Efficiency Improvements to be installed on the property as determined by EIC;
- D. Sufficient funds are available from EIC to provide financing to the property owner;
- E. The property owner is current in payments on any existing mortgage;
- F. The property owner is current in payments on any existing real property taxes and has been current on real property taxes for the previous three years; and
- G. Such additional criteria, not inconsistent with the criteria set forth above, as the _____, or EIC acting on its behalf, may set from time to time.

§6. Opt-in, Energize NY Finance Agreement

- A. A Qualified Property Owner may participate in the Energize NY Benefit Financing Program through the execution of an energize NY finance agreement made by and between the Qualified Property Owner and EIC, acting on the behalf of the _____ (the "Energize NY Finance Agreement").
- B. Upon execution of the Energize NY Finance Agreement, the Qualified Property Owner shall be eligible to receive funds from EIC acting on behalf of _____, for the acquisition, construction, and installation of qualifying Renewable Energy Systems and Energy Efficiency Improvements; provided the requirements of Section 7 of this law have been met.
- C. The Energize NY Finance Agreement shall include the terms and conditions of repayment set forth under section 8 of this law.

§7. Energy audit, renewable energy system feasibility study

- A. No funds shall be made available for Energy Efficiency Improvements unless determined to be appropriate through an Energy Audit as defined in Section 2.
- B. No funds shall be made available for a Renewable Energy System unless determined to be feasible through a Renewable Energy System Feasibility Study as defined in Section 2.
- C. The cost of such Energy Audit and/or Renewable Energy System Feasibility Study shall be borne solely by the property owner but may be included in the financed amount if the work is approved.

§8. Terms and conditions of repayment

The Energize NY Finance Agreement between the Qualified Property Owner and EIC acting on behalf of the _____, shall set forth the terms and conditions of repayment in accordance with the following:

- A. The principal amount of the funds paid to the Qualified Property Owner hereunder, together with the interest thereon, shall be paid by the property owner as a charge on their _____ tax bill and shall be levied and collected at the same time and in the same manner as _____ property taxes, provided that such charge shall be separately listed on the tax bill. The _____ shall make payment to EIC or its designee in the amount of all such separately listed charges within 30 days of the date the payment is due to be made to _____.
- B. The term of such repayment shall be determined at the time the Energize NY Finance Agreement is executed by the property owner and EIC, provided that in no case shall the term exceed the weighted average of the useful life of the systems and improvements as determined by EIC acting on behalf of the _____.
- C. The rate of interest for the charge shall be fixed by EIC acting on behalf of the _____ at the time the Energize NY Finance Agreement is executed by the property owner and EIC.
- D. The charge shall constitute a lien upon the real property benefited by the Energize NY Benefit Financing Program as set forth in Article 5-L of the General Municipal Law and shall run with the land. A transferee of title to the benefited real property shall be required to pay any future installments, including interest thereon.

§9. Verification and report

- A. EIC shall be responsible for verifying and reporting to the _____ on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by such Program.
- B. The _____ shall verify and report on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Energize NY Benefit Financing Program in such form and manner as the Authority may establish.

Section 2. This local law shall take effect upon filing with the Secretary of State.

Intro. Res. No. -2017
Introduced by _____

**RESOLUTION NO. ____-2017, ADOPTING LOCAL LAW NO. ____-2017,
A LOCAL LAW TO IMPROVE AND STRENGTHEN THE
SUSTAINABLE ENERGY LOAN PROGRAM**

WHEREAS, there was duly presented and introduced to this (Board/Council/Legislature) at a meeting held on _____, 201_, a proposed local law entitled, "A LOCAL LAW TO IMPROVE AND STRENGTHEN THE SUSTAINABLE ENERGY LOAN PROGRAM"; now, therefore be it

RESOLVED, that said local law be enacted in form as follows:

LOCAL LAW NO. ____-2017, _____, NEW YORK

**A LOCAL LAW TO IMPROVE AND STRENGTHEN THE
SUSTAINABLE ENERGY LOAN PROGRAM**

BE IT ENACTED BY THE (Town/City/County) (Board/Council/Legislature) **OF THE** (municipality name), **as follows:**

Section 1. Legislative Intent.

This (Board/Council/Legislature) hereby finds and determines that the (municipality name) enacted Local Law No. (original Local Law #), pursuant to provisions of New York General Municipal Law, to establish a Sustainable Energy Loan Program. This program authorized the Energy Improvement Corporation ("EIC"), a local development corporation acting on behalf of the (municipality name), to make funds available to qualified property owners for the installation of renewable energy systems and energy-efficiency measures.

This (Board/Council/Legislature) further finds that the New York State Legislature recently amended certain provisions of the municipal sustainable energy loan program to "eliminate barriers that have been identified that have prevented the program from reaching its full potential."

This (Board/Council/Legislature) finds that the amendments to the program, enacted as Chapter 320 of the 2017 Laws of the State of New York, seek to encourage net metered and community solar projects, will allow the (municipality name)'s program to use monies available from the State or any State authority, and will permit a more flexible loan standard for commercial properties.

Therefore, the purpose of this law is to amend the (municipality name)'s Sustainable Energy Loan Program in conformity with changes recently enacted to the New York State enabling legislation.

Section 2. Amendments.

Chapter ____ of the (municipality name) CODE is hereby amended as follows:

CHAPTER ____

Article I. Sustainable Energy Loan Program

**/AMENDMENTS OF ARTICLE ONE OF THE EXISTING LOCAL LAW TO BE
FILLED IN HERE/**

Section 6. Effective Date.

This law shall take effect immediately upon its filing in the Office of the Secretary of State.

[] Brackets denote deletion of existing language
____ Underlining denotes addition of new language

DATED:

APPROVED BY:

(CHIEF EXECUTIVE OF MUNICIPALITY)

Date:

12/27/17

**ENERGY IMPROVEMENT CORPORATION
AMENDED MUNICIPAL AGREEMENT**

This Agreement made as of this ___ day of _____, 20__ (the "Agreement"), by and between the _____ (the "Municipality") and the Energy Improvement Corporation ("EIC") (both the Municipality and EIC may hereinafter be referred to individually as a "Party" and collectively as the "Parties"), sets forth the duties and obligations of each Party in connection with the Municipality's participation in the Energize New York ~~NY~~ Benefit Finance Program (the "Program").

WHEREAS, EIC is a local development corporation duly formed under Section 1411 of the Not-For-Profit Corporation Law of the State of New York, for the purpose of promoting, facilitating and financing energy audits and renewable energy system feasibility studies, energy efficiency improvements and alternative or renewable energy generating systems (as such terms are defined in Section 119-ff of the General Municipal Law of the State of New York) (collectively, the "Energy Improvements") on properties within its Participating Municipalities (as defined below), thereby promoting the public good by reducing greenhouse gas emissions, mitigating the effect of global climate change and lessening the burdens of government; and

WHEREAS, Participating Municipalities are those municipalities within the State of New York that have: (1) established by local law, pursuant to Municipal Home Rule Law and Article 5-L of the General Municipal Law of the State of New York, a sustainable energy loan program for the issuance~~provision~~ of financing to the owners of real property located within the Participating Municipality to ~~finance~~for Energy Improvements, (2) by virtue of signing this Agreement with EIC and have authorized pursuant to Article 5-G of the New York State General Municipal Law, authorizes EIC to act on behalf of the Participating Municipality and other Participating Municipalities to carry out the Program through which, among other things, the issuance of financing is provided to property owners within such Participating Municipality, and have met (3) satisfied the minimum criteria established by EIC to admit new Participating Municipalities; and

WHEREAS, the Municipality previously executed the EIC Municipal Agreement on _____, 20__ and that ~~amendments to that previously executed Municipal Agreement are outlined below and the Municipality previously adopted Local Law~~ on _____, 20__, and has adopted the amended Local Law on _____, 20__ pursuant to Article 5-L of the General Municipal Law of the State of New York, which Local Law also authorized EIC to act on its behalf in carrying out its Program; and

WHEREAS, EIC and the Municipality now desire to enter into this Amended Municipal Agreement to reflect amendments to the Program.

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Now, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Duties of EIC

It is understood by the Parties that EIC will be responsible for the performance of the following duties:

- a) ~~a)~~ The development of finance products for the financing of Energy Improvements (each a "Product") that will further the purposes of the local laws adopted by the Participating Municipalities and of EIC, which Products shall be submitted to the governing Board of EIC for its consideration and review.
- b) The establishment of one or more Products that, among other things, provide financing to property owners within such Participating Municipality in order to promote, facilitate and finance energy audits and renewable energy system feasibility studies, energy efficiency improvements and alternative or renewable energy generating systems. EIC has currently established two Products, the Energize NY PACE Finance 1.0 (ENY_PACE 1.0) and the Energize NY PACE Finance 2.0 (ENY_PACE 2.0), which are described in Attachments 1 and 2.
- a)c) Receive and review applications submitted by property owners within the Municipality for financing of Energy Improvements ("Property Owner(s)"), and approve the approval or disapproval of such applications in accordance with underwriting procedures and requirements established by EIC.
- b)d) Review the applications, energy assessments and scopes of work prepared for and by the Property Owners to establish the amount of financing each financing to be approved pursuant to the requirements of the Program Products. The governing Board of EIC reserves the right to reject an application for financing for any reason.
- c)e) Execute finance agreements (the "Energize NY Finance Agreement Agreements" or "Finance Agreements") by and between EIC (on behalf of the Municipality) and the Property Owners for financing of Energy Improvements, which The Finance Agreements shall set forth the terms and conditions for the disbursement and repayment of financing and the duties and obligations of each Property Owner and EIC with respect to the acquisition, construction and installation of Energy Improvements (upon, Upon execution of the Finance Agreement by the Property Owner and EIC, the property that is the subject of the Finance Agreement shall be deemed a "Benefited Property"). Copies of all executed Finance Agreements for all Benefited

Properties within the Municipality shall be provided to the Municipality by EIC upon execution.

- d) Receive and review the certificates of completion submitted by the Property Owners of Benefited Properties (or the contractor hired by the owner of a Benefited Property) during or following installation or construction of Energy Improvements on such Benefited Property, and disburse funds to the Property Owner of the Benefited Property or his/her/its agent upon approval of such ~~certificate~~ certificates in accordance with the terms of the Finance Agreement and the ~~Program~~ applicable Product.
- eg) Deliver to the Municipality an annual report (the "Annual Report") three months prior to when ~~Municipal Taxes~~ municipal taxes are due which shall contain information related to each Benefited Property within the Municipality through the end of the immediately preceding calendar year, including:
 - i. A list of each newly approved Benefited Property for which the Property Owner or previous Property Owner of the Benefited Property executed a Finance Agreement within the annual time period covered by such report (for which a charge shall be added by the Municipality to its tax rolls in accordance with Paragraph 2b below). All Benefited Properties shall be identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot);
 - ii. A list of each existing Benefited Property for which the Property Owner or previous Property Owner of such Benefited Property executed a Finance Agreement. All Benefited Properties shall be identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot);
 - iii. A list of each Benefited Property within the Municipality where all obligations under the Finance Agreement have been satisfied or paid in full during the calendar year including the satisfaction date and a copy of the notice of satisfaction;
 - iv. For each ~~non-satisfied~~ Benefited Property (including each newly approved Benefited Property) for which payments remain due under the Financing Agreement:
 - a. the date of the ~~Financing~~ Finance Agreement,
 - b. the ~~notional~~ original principal amount of the financing,
 - c. the total principal balance and accrued interest outstanding, and
 - d. the annual payment due to EIC (which shall include principal and accrued interest) associated with such Benefited Property ~~(including the amount of accrued interest on the initial payment,~~

~~if different~~);

- v. the total annual payment due to EIC from all Benefited Properties in the ~~Participating~~ Municipality (which shall include principal and accrued interest), which amount shall be paid by the Municipality within thirty (30) days of the date upon which payment is due to be made to the Municipality as part payment of the municipal tax bill in accordance with Paragraph 2(c) and the balance of any delinquent charge payment reported by the Municipality during the term of the Financing Agreement pursuant to Paragraph 2(d) and;
 - vi. All other information EIC may deem to be relevant to each Benefited Property within the Municipality.
- f) ~~Create an account~~accounts (the "EIC Trust ~~Account~~"Accounts") to be held by a trustee that ~~will accept~~under the applicable trust indenture authorized by EIC for the purpose of accepting payments from the Municipality made in accordance with Paragraph 2(d) below, and create a separate account (the "EIC ~~Administrative Fee~~Program Administration Fund Account") to receive the transfer of those funds deposited within the EIC Trust ~~Account~~Accounts that constitute payment of EIC administrative fees;
 - g) Provide customer service by telephone to the Municipality during the hours of 9:00 a.m. through 5:00 p.m. Monday through Friday, Eastern Standard Time, excluding state and federal holidays;
 - h) Upon EIC's receipt of payment in full under a particular Finance Agreement, send a letter of satisfaction by email to the Municipality notifying it that such Property Owner or subsequent owner of the Benefited Property has satisfied his/her/its obligations under the terms of the ~~Financing~~Finance Agreement;

2. Duties of the Municipality

It is understood by the Parties that the Municipality will be responsible for the performance of the following duties:

- a) Maintain copies received from EIC of each Finance Agreement for a Benefited Property throughout the term of the Finance Agreement relating to such Benefited Property, which shall be maintained until all obligations of the owner of such Benefited Property that are set forth in the Finance Agreement have been satisfied.
- b) Within thirty (30) days of receipt of the Annual Report, add a charge to its tax rolls for each newly approved Benefited Property listed therein, and include such charge in the next ensuing tax levy so that such charge shall be included on and due in the same manner and at the same time and in the same

installments as the municipal taxes on real property are due within the Municipality and shall become delinquent at the same times, shall bear the same penalties and interest after delinquency, and shall be subject to the same provisions for redemption and sale as the general municipal taxes on real property of the Municipality.

- c) Within thirty (30) days of the due date ~~payment of the municipal taxes, is due to be made to _____~~, including the charge pursuant to a Finance Agreement, remit payment to the EIC Trust ~~Account~~Accounts in the amount equaling the total annual payments due to EIC from each Benefited Property within the Municipality, regardless of whether the Municipality actually has received such payments from the owner of the Benefited Property. Failure ~~by the Municipality to deliver payments to EIC would~~shall be considered an event of default hereunder.
- d) Deliver to EIC an annual delinquency report (the "Delinquency Report") no later than (90) days after the due date for the municipal taxes, including the charge, which shall: (i) list each Benefited Property that is delinquent in charge payments owed for such Benefited Property, (ii) provide the amount owed to the Municipality by the owner of such Benefited Property (including penalties and interest on delinquent charge payments), and (iii) outline the steps taken or to be taken and progress made in recovering delinquent charge payments from the owner of such Benefited Property.
- e) Make all reasonable efforts to assist EIC in carrying out the Program within the Municipality.

3. Program Modification

3. Alternative Products and Modifications

- (a) A Municipality that became a Participating Municipality prior to March 1, 2018 may choose to participate in either ENY PACE 1.0 or ENY PACE 2.0 through written notice to EIC of its election. Until such time as the Municipality provides written notice of its choice to participate in ENY PACE 2.0, it shall be deemed to have chosen to remain in ENY PACE 1.0 and financings within the Municipality will be made only under the terms of PACE 1.0. Municipalities that become Participating Municipalities after March 1, 2018 shall participate in PACE 2.0 only. Should EIC develop new Products in the future, participation in the offering of such Products shall be subject to the eligibility and other requirements of any such new Product, and require written notice from the Municipality that it wishes to participate in such Product.
- (a)(b) The Municipality may at any time modify the Program by limiting the types of properties which may receive financing for Energy Improvements and/or the amount of financing available within the Municipality, and, if the Municipality is offering PACE 2.0, whether construction financing shall be

permitted in the Municipality. The Municipality shall provide written notice to EIC of such proposed modification. The proposed modification shall only become effective upon written approval from EIC provided to the Municipality, which shall not be unreasonably withheld. Such approval shall have no effect on the duties and obligations owed by each Party hereto in connection with this Agreement and any Benefited Property for which a Finance Agreement was executed prior thereto.

4. Non – Payment

- a) Failure of a Participating Municipality to deliver payments to EIC within thirty (30) days of when due to the Municipality, shall be considered an event of default and EIC shall be entitled to pursue any one or more of the remedies set forth below.
- b) No Participating Municipality shall be responsible for the deficient payment of another Participating Municipality.

5. Terms of Membership

The Municipality understands and agrees that membership in EIC is at the discretion of the Board of Directors of EIC and is conditional upon satisfying the membership criteria established by the EIC Board, as may be amended from time to time at the sole discretion of the Board, as well as compliance with the terms of the By-Laws of EIC. If a Participating Municipality's If the Municipality participates in PACE 1.0 and its bond credit rating drops below "A" as rated by Standard and Poors and/or "A2" as rated by Moodys and/or "A" by Fitch Ratings Service, EIC will no longer provide financings to Properties within such Municipality. If the Municipality participates in PACE 2.0 and its bond credit rating drops below "BBB-" as rated by Standard and Poors and/or "Baa3" as rated by Moodys and/or "BBB-" by Fitch Ratings Service, EIC will no longer provide financings to Properties within such Municipality, unless a capital provider to EIC agrees to provide credit to financings in that Municipality.

6.

Reserve Funds and Permanent Loss

- (a) ~~EIC shall maintain~~ EIC maintains one or more reserve funds (each a "Reserve Fund", collectively, the "Reserve Funds") to protect and compensate EIC, Participating Municipalities, lenders of funds to EIC, and other third parties approved by EIC against potential losses, including without limitation losses suffered by a Participating Municipality resulting from defaulted charge payments only in the event of a Permanent Loss (defined below) with respect to a Benefited Property ~~under FNY PACE 1.0~~. Certain Reserve Funds may be restricted in that they may only be used in conjunction with financings made to properties located within one or more designated Participating Municipalities. Reserve Funds designated for ENY PACE 1.0 and ENY PACE 2.0 shall be held separate and apart from

each other and any reserves established for ENY PACE 1.0 and ENY PACE 2.0 may contain additional restrictions regarding their purposes and uses as required by the applicable Products and indenture. Additional Reserve Funds may be established in the future in connection with new Products implemented by EIC. All Reserve Funds will be held at a bank or trust company located and authorized to do business in NYS, New York State and if applicable, held by the trustee under the applicable indenture. Reserve Funds will be invested in accordance with the investment guidelines approved by EIC (the "Investment Guidelines") as may be amended from time to time.

- (b) EIC reserves the right to refuse to make a financing to a property located within ~~a Member~~ the Municipality in the event EIC determines, in its sole discretion, that there are inadequate reserve funds.
- (c) A loss shall not be deemed a permanent loss until the Participating Municipality has exhausted all remedies at law in an effort to collect the defaulted charge payments, including but not limited to the redemption and sale of the Benefited Property where the proceeds are not sufficient to recover all amounts paid by the Municipality to EIC after the proceeds of such sale have been proportionately applied to all amounts owed to the Municipality at the time of such sale as a result of the non-payment of taxes ("Permanent Loss"). In order to collect from the Reserve Fund in the event of a Permanent Loss, the Municipality must provide EIC with all documentation as may be reasonably requested by EIC to document such Permanent Loss and must not be in default to EIC, including having made all payments to EIC when due.

7. Remedies Upon Default

Should the Municipality default in any of its obligations hereunder, including but not limited to failure to make payments to EIC as required hereunder, EIC shall be entitled to any remedy it may have at law and as set forth below. EIC may utilize any one or all of these remedies at EIC's sole discretion:

- a) If the Municipality fails to make a required payment to EIC and the Municipality collects penalties or interest from the Property Owner for late payment, the Municipality shall pay to EIC all such penalties or interest attributable to the charge collected by the Municipality on behalf of EIC.
- b) EIC shall have the right to discontinue providing any new financings to Properties located within the Municipality.
- c) EIC may suspend the Municipality's membership in EIC.

This Agreement does not create a debt of the Municipality and the payments by the Municipality payable hereunder are contractual obligations of the Municipality that are subject to and dependent upon appropriations being made from time to time by the Municipality for such purpose and the performance by EIC of its obligations hereunder.

~~The Municipality agrees that its failure to appropriate funds sufficient to make payments due hereunder shall constitute a default under this Agreement. The Municipality agrees that its failure to include appropriations in its annual budget sufficient to make payments due hereunder shall constitute a default under this Agreement.~~

8. Formation; Authority

Each Party represents and warrants to the other that it has complied with all laws and regulations concerning its organization, its existence and the transaction of its business and that all necessary steps have been taken to authorize it to execute, deliver and perform its respective obligations under this Agreement, and no consent or approval of any third party is required for either Party's execution of this Agreement or the performance of its obligations contained herein. The individual executing this Agreement on behalf of each Party has been and is duly authorized to bind his/her respective Party.

9 No Violation or Litigation

The performance by each Party of its respective obligations contained in this Agreement will not and do not conflict with or result in a breach of or a default under any of the terms or provisions of any other agreement, contract, covenant or security instrument or any law, regulation or ordinance by which the Party is bound. There is no litigation, action, proceeding, investigation or other dispute pending or threatened against either Party which may impair its ability to perform its respective duties and obligations hereunder.

10. Notices

Any and all notices, demands, or other communications required or desired to be given hereunder by either Party shall be delivered electronically and in writing by certified mail, return receipt requested as follows:

EIC:
Thomas Bregman
Mark Thielking
Executive Director
Energy Improvement Corporation
321 Bedford Rd.
425 Cherry Street
Bedford Hills, NY 1053610507

Joseph Del Sindaco
E-mail: mark@energizeny.org

Kim Kowlaski
Secretary

Energy Improvement Corporation
321 Bedford Rd.
425 Cherry Street
Bedford Hills, NY 10536-10507

Attention: Tom Bregman

Joseph Del Sindaco

E-mail: tom@energizeny.org
Treasurer: _____
secretary@energizeny.org

With a copy to:

James Staudt, Esq.
McCullough, Goldberger & Staudt, LLP
1311 Mamaroneck Avenue, Suite 340
White Plains, N.Y. 10605
E-mail: jstaudt@mgslawyers.com

MUNICIPALITY: _____

With a copy to:

Either Party hereto may change its address for purposes of this paragraph by providing written notice to the other party in the manner provided above.

11. Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of New York. Any legal action to be brought under this Agreement must be instituted in State or Federal Courts having jurisdiction located in Westchester County, New York.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above. The Parties hereto agree that facsimile signatures shall be as effective as if originals.

Date: _____, 20__

Energy Improvement Corporation

By: _____

PRINT NAME:

Date: _____, 20__

Municipality Name:

By: _____

By: _____

PRINT NAME:

ATTACHMENT 12

EIC MUNICIPAL AGREEMENT - Attachment 1	ENERGIZE NY PACE 1.0 PRODUCT DESCRIPTION
MAXIMUM AMOUNT OF FINANCING AVAILABLE	10% of Appraised Value
MINIMUM FINANCE AMOUNT	\$5,000
LENGTH OF FINANCING TERM	Minimum term of 5 years and Maximum term of 20 Years
ELIGIBLE MUNICIPALITIES	Municipalities with a Credit Rating Above "A"
ELIGIBLE PROJECTS	Energy efficiency and renewable energy projects that comply with NYSEDA and investor owned utility programs including certain Remote Net Meter Projects
ELIGIBLE PROPERTIES	Existing buildings owned by an entity, other than an individual, including substantial renovations and new construction in the case of renewable energy projects
ELIGIBLE PROPERTY OWNERS	Not in bankruptcy; current on mortgage and property taxes for the past three years
LOAN TO VALUE (LTV) LIMITATION	Property's total amount of land secured loans is less than or equal to 90%, including the requested PACE financing
ANNUAL CASH FLOW REQUIREMENT	Estimated Annual Savings must be greater than estimated Annual Finance Charge
COST EFFECTIVENESS/SIR TEST	Estimated Savings must be greater than total cost of improvements
EIC MEMBER OBLIGATED TO PAY DURING DELINQUENCY	Yes
ABILITY TO ADD PACE TAX CHARGE TO BILL DURING CONSTRUCTION	No
MUNICIPAL RESERVE POOLS	Yes
LINK TO ENERGIZE NY PACE 1.0 UNDERWRITING STANDARDS	http://energizeny.org/images/uploads/ENY_PACE_1dot0_Standards.pdf

ATTACHMENT 2

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EIC MUNICIPAL AGREEMENT - Attachment 2	ENERGIZE NY PACE 2.0 PRODUCT DESCRIPTION
MAXIMUM AMOUNT OF FINANCING AVAILABLE	35% of the property's appraised value
MINIMUM FINANCE AMOUNT	\$10,000
LENGTH OF FINANCING TERM	Minimum term of 5 years and Maximum term of 20 Years
ELIGIBLE MUNICIPALITIES	Municipalities with a Credit Rating Above Investment Grade, provided that municipalities rated A or better will have access to reserve pools that are separate from those for Below A rated municipalities
ELIGIBLE PROJECTS	Energy efficiency and renewable energy projects, including remote net metering, that comply with NYSERDA and investor owned utility programs or otherwise meet NYSERDA's Commercial PACE Guidelines; renewable energy projects on new construction and substantial renovations are eligible
ELIGIBLE PROPERTIES	Existing buildings owned by an entity, other than an individual, including new construction and substantial renovations in the case of renewable energy projects
ELIGIBLE PROPERTY OWNERS	Not in bankruptcy; current on mortgage and property taxes for the past three years
LOAN TO VALUE (LTV) LIMITATION	Property's total amount of land secured loans is less than or equal to 90%, including the requested PACE financing
ANNUAL CASH FLOW REQUIREMENT	No
COST EFFECTIVENESS/SIR TEST	Yes, must satisfy NYSERDA's cost effectiveness test, where the cumulative estimated savings must exceed the total cost of the project
EIC MEMBER OBLIGATED TO PAY DURING DELINQUENCY	Yes
ABILITY TO ADD PACE TAX CHARGE TO BILL DURING CONSTRUCTION	Yes
MUNICIPAL RESERVE POOLS	Yes
Link to NYSERDA C-PACE Guidelines	https://www.nyseda.ny.gov/cpace-guidelines
Link to Energize NY PACE 2.0 Underwriting Standards	http://energizeny.org/images/uploads/ENY_PACE_2dot0_Standards.pdf

12/27/17

**ENERGY IMPROVEMENT CORPORATION
AMENDED MUNICIPAL AGREEMENT**

This Agreement made as of this ___ day of ____, 20__ (the "Agreement"), by and between the _____ (the "Municipality") and the Energy Improvement Corporation ("EIC") (both the Municipality and EIC may hereinafter be referred to individually as a "Party" and collectively as the "Parties"), sets forth the duties and obligations of each Party in connection with the Municipality's participation in the Energize NY Benefit Finance Program (the "Program").

WHEREAS, EIC is a local development corporation duly formed under Section 1411 of the Not-For-Profit Corporation Law of the State of New York, for the purpose of promoting, facilitating and financing energy audits and renewable energy system feasibility studies, energy efficiency improvements and alternative or renewable energy generating systems (as such terms are defined in Section 119-ff of the General Municipal Law of the State of New York) (collectively, the "Energy Improvements") on properties within its Participating Municipalities (as defined below), thereby promoting the public good by reducing greenhouse gas emissions, mitigating the effect of global climate change and lessening the burdens of government; and

WHEREAS, Participating Municipalities are those municipalities within the State of New York that have: (1) established by local law, pursuant to Municipal Home Rule Law and Article 5-L of the General Municipal Law of the State of New York, a sustainable energy loan program for the provision of financing to the owners of real property located within the Participating Municipality for Energy Improvements, (2) by virtue of signing this Agreement with EIC and pursuant to Article 5-G of the New York State General Municipal Law, authorizes EIC to act on behalf of the Participating Municipality and other Participating Municipalities to carry out the Program through which, among other things, financing is provided to property owners within such Participating Municipality, and (3) satisfied the minimum criteria established by EIC to admit new Participating Municipalities; and

WHEREAS, the Municipality previously executed the EIC Municipal Agreement on _____, 20__ and the Municipality adopted Local Law ____ on _____, 20__, and has adopted the amended Local Law on _____, 20__ pursuant to Article 5-L of the General Municipal Law of the State of New York, which Local Law also authorized EIC to act on its behalf in carrying out its Program; and

WHEREAS, EIC and the Municipality now desire to enter into this Amended Municipal Agreement to reflect amendments to the Program.

Now, THEREFORE, in consideration of the mutual promises contained in this

Agreement, the Parties agree as follows:

1. Duties of EIC

It is understood by the Parties that EIC will be responsible for the performance of the following duties:

- a) The development of finance products for the financing of Energy Improvements (each a “Product”) that will further the purposes of the local laws adopted by the Participating Municipalities and of EIC, which Products shall be submitted to the governing Board of EIC for its consideration and review.
- b) The establishment of one or more Products that, among other things, provide financing to property owners within such Participating Municipality in order to promote, facilitate and finance energy audits and renewable energy system feasibility studies, energy efficiency improvements and alternative or renewable energy generating systems. EIC has currently established two Products, the Energize NY PACE Finance 1.0 (ENY PACE 1.0) and the Energize NY PACE Finance 2.0 (ENY PACE 2.0), which are described in Attachments 1 and 2.
- c) Receive and review applications submitted by property owners within the Municipality for financing of Energy Improvements (“Property Owner(s)”), and the approval or disapproval of such applications in accordance with underwriting procedures and requirements established by EIC.
- d) Review the applications, energy assessments and scopes of work prepared for and by the Property Owners to establish the amount of each financing to be approved pursuant to the requirements of the Products. The governing Board of EIC reserves the right to reject an application for financing for any reason.
- e) Execute finance agreements (the “Energize NY Finance Agreements” or “Finance Agreements”) by and between EIC (on behalf of the Municipality) and the Property Owners for financing of Energy Improvements. The Finance Agreements shall set forth the terms and conditions for the disbursement and repayment of financing and the duties and obligations of each Property Owner and EIC with respect to the acquisition, construction and installation of Energy Improvements. Upon execution of the Finance Agreement by the Property Owner and EIC, the property that is the subject of the Finance Agreement shall be deemed a “Benefited Property.” Copies of all executed Finance Agreements for all Benefited Properties within the Municipality shall be provided to the Municipality by EIC.
- f) Receive and review the certificates of completion submitted by the Property

Owners of Benefited Properties (or the contractor hired by the owner of a Benefited Property) during or following installation or construction of Energy Improvements on such Benefited Property, and disburse funds to the Property Owner of the Benefited Property or his/her/its agent upon approval of such certificates in accordance with the terms of the Finance Agreement and the applicable Product.

- g) Deliver to the Municipality an annual report (the "Annual Report") three months prior to when municipal taxes are due which shall contain information related to each Benefited Property within the Municipality through the end of the immediately preceding calendar year, including:
- i. A list of each newly approved Benefited Property for which the Property Owner or previous Property Owner of the Benefited Property executed a Finance Agreement within the annual time period covered by such report (for which a charge shall be added by the Municipality to its tax rolls in accordance with Paragraph 2b below). All Benefited Properties shall be identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot);
 - ii. A list of each existing Benefited Property for which the Property Owner or previous Property Owner of such Benefited Property executed a Finance Agreement. All Benefited Properties shall be identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot);
 - iii. A list of each Benefited Property within the Municipality where all obligations under the Finance Agreement have been satisfied or paid in full during the calendar year including the satisfaction date and a copy of the notice of satisfaction;
 - iv. For each Benefited Property (including each newly approved Benefited Property) for which payments remain due under the Financing Agreement:
 - a. the date of the Finance Agreement,
 - b. the original principal amount of the financing,
 - c. the total principal balance and accrued interest outstanding, and
 - d. the annual payment due to EIC (which shall include principal and accrued interest) associated with such Benefited Property.
 - v. the total annual payment due to EIC from all Benefited Properties in the Municipality (which shall include principal and accrued interest), which amount shall be paid by the Municipality within thirty (30) days of the date upon which payment is due to be made to the

Municipality as payment of the municipal tax bill in accordance with Paragraph 2(c) and the balance of any delinquent charge payment reported by the Municipality during the term of the Financing Agreement pursuant to Paragraph 2(d) and;

- vi. All other information EIC may deem to be relevant to each Benefited Property within the Municipality.
 - f) Create accounts (the "EIC Trust Accounts") to be held by a trustee under the applicable trust indenture authorized by EIC for the purpose of accepting payments from the Municipality made in accordance with Paragraph 2(d) below, and create a separate account (the "EIC Program Administration Fund Account") to receive the transfer of those funds deposited within the EIC Trust Accounts that constitute payment of EIC administrative fees;
 - g) Provide customer service by telephone to the Municipality during the hours of 9:00 a.m. through 5:00 p.m. Monday through Friday, Eastern Standard Time, excluding state and federal holidays;
 - h) Upon EIC's receipt of payment in full under a particular Finance Agreement, send a letter of satisfaction by email to the Municipality notifying it that such Property Owner or subsequent owner of the Benefited Property has satisfied his/her/its obligations under the terms of the Finance Agreement;
2. Duties of the Municipality

It is understood by the Parties that the Municipality will be responsible for the performance of the following duties:

- a) Maintain copies received from EIC of each Finance Agreement for a Benefited Property throughout the term of the Finance Agreement relating to such Benefited Property, which shall be maintained until all obligations of the owner of such Benefited Property that are set forth in the Finance Agreement have been satisfied.
- b) Within thirty (30) days of receipt of the Annual Report, add a charge to its tax rolls for each newly approved Benefited Property listed therein, and include such charge in the next ensuing tax levy so that such charge shall be included on and due in the same manner and at the same time and in the same installments as the municipal taxes on real property are due within the Municipality and shall become delinquent at the same times, shall bear the same penalties and interest after delinquency, and shall be subject to the same provisions for redemption and sale as the general municipal taxes on real property of the Municipality.
- c) Within thirty (30) days of the date payment of municipal taxes is due to be

made to _____, including the charge pursuant to a Finance Agreement, remit payment to the EIC Trust Accounts in the amount equaling the total annual payments due to EIC from each Benefited Property within the Municipality, regardless of whether the Municipality actually has received such payments from the owner of the Benefited Property. Failure by the Municipality to deliver payments to EIC shall be considered an event of default hereunder.

- d) Deliver to EIC an annual delinquency report (the "Delinquency Report") no later than (90) days after the due date for the municipal taxes, including the charge, which shall: (i) list each Benefited Property that is delinquent in charge payments owed for such Benefited Property, (ii) provide the amount owed to the Municipality by the owner of such Benefited Property (including penalties and interest on delinquent charge payments), and (iii) outline the steps taken or to be taken and progress made in recovering delinquent charge payments from the owner of such Benefited Property.
- e) Make all reasonable efforts to assist EIC in carrying out the Program within the Municipality.

3. Alternative Products and Modifications

- (a) A Municipality that became a Participating Municipality prior to March 1, 2018 may choose to participate in either ENY PACE 1.0 or ENY PACE 2.0 through written notice to EIC of its election. Until such time as the Municipality provides written notice of its choice to participate in ENY PACE 2.0, it shall be deemed to have chosen to remain in ENY PACE 1.0 and financings within the Municipality will be made only under the terms of PACE 1.0. Municipalities that become Participating Municipalities after March 1, 2018 shall participate in PACE 2.0 only. Should EIC develop new Products in the future, participation in the offering of such Products shall be subject to the eligibility and other requirements of any such new Product, and require written notice from the Municipality that it wishes to participate in such Product.
- (b) The Municipality may at any time modify the Program by limiting the types of properties which may receive financing for Energy Improvements and/or the amount of financing available within the Municipality and, if the Municipality is offering PACE 2.0, whether construction financing shall be permitted in the Municipality. The Municipality shall provide written notice to EIC of such proposed modification. The proposed modification shall only become effective upon written approval from EIC provided to the Municipality, which shall not be unreasonably withheld. Such approval shall have no effect on the duties and obligations owed by each Party hereto in connection with this Agreement and any Benefited Property for which a Finance Agreement was executed prior thereto.

4. Non – Payment

- a) Failure of the Municipality to deliver payments to EIC within thirty (30) days of when due to the Municipality, shall be considered an event of default and EIC shall be entitled to pursue any one or more of the remedies set forth below.
- b) No Participating Municipality shall be responsible for the deficient payment of another Participating Municipality.

5. Terms of Membership

The Municipality understands and agrees that membership in EIC is at the discretion of the Board of Directors of EIC and is conditional upon satisfying the membership criteria established by the EIC Board, as may be amended from time to time at the sole discretion of the Board, as well as compliance with the terms of the By-Laws of EIC. If the Municipality participates in PACE 1.0 and its bond credit rating drops below "A" as rated by Standard and Poors and/or "A2" as rated by Moodys and/or "A" by Fitch Ratings Service, EIC will no longer provide financings to Properties within such Municipality. If the Municipality participates in PACE 2.0 and its bond credit rating drops below "BBB-" as rated by Standard and Poors and/or "Baa3" as rated by Moodys and/or "BBB-" by Fitch Ratings Service, EIC will no longer provide financings to Properties within such Municipality, unless a capital provider to EIC agrees to provide credit to financings in that Municipality.

6. Reserve Funds and Permanent Loss

- (a) EIC maintains one or more reserve funds (each a "Reserve Fund", collectively, the "Reserve Funds") to protect and compensate EIC, Participating Municipalities, lenders of funds to EIC, and other third parties approved by EIC against potential losses, including without limitation losses suffered by a Participating Municipality resulting from defaulted charge payments only in the event of a Permanent Loss (defined below) with respect to a Benefited Property under ENY PACE 1.0. Certain Reserve Funds may be restricted in that they may only be used in conjunction with financings made to properties located within one or more designated Participating Municipalities. Reserve Funds designated for ENY PACE 1.0 and ENY PACE 2.0 shall be held separate and apart from each other and any reserves established for ENY PACE 1.0 and ENY PACE 2.0 may contain additional restrictions regarding their purposes and uses as required by the applicable Products and indenture. Additional Reserve Funds may be established in the future in connection with new Products implemented by EIC. All Reserve Funds will be held at a bank or trust company located and authorized to do business in New York State and if applicable, held by the trustee under the applicable indenture. Reserve Funds will be invested in accordance with the investment guidelines approved by EIC (the "Investment Guidelines") as may be amended from time to time.
- (b) EIC reserves the right to refuse to make a financing to a property located within the Municipality in the event EIC determines, in its sole discretion, that there are inadequate reserve funds.

- (c) A loss shall not be deemed a permanent loss until the Participating Municipality has exhausted all remedies at law in an effort to collect the defaulted charge payments, including but not limited to the redemption and sale of the Benefited Property where the proceeds are not sufficient to recover all amounts paid by the Municipality to EIC after the proceeds of such sale have been proportionately applied to all amounts owed to the Municipality at the time of such sale as a result of the non-payment of taxes ("Permanent Loss"). In order to collect from the Reserve Fund in the event of a Permanent Loss, the Municipality must provide EIC with all documentation as may be reasonably requested by EIC to document such Permanent Loss and must not be in default to EIC, including having made all payments to EIC when due.

7. Remedies Upon Default

Should the Municipality default in any of its obligations hereunder, including but not limited to failure to make payments to EIC as required hereunder, EIC shall be entitled to any remedy it may have at law and as set forth below. EIC may utilize any one or all of these remedies at EIC's sole discretion:

- a) If the Municipality fails to make a required payment to EIC and the Municipality collects penalties or interest from the Property Owner for late payment, the Municipality shall pay to EIC all such penalties or interest attributable to the charge collected by the Municipality on behalf of EIC.
- b) EIC shall have the right to discontinue providing any new financings to Properties located within the Municipality.
- c) EIC may suspend the Municipality's membership in EIC.

This Agreement does not create a debt of the Municipality and the payments by the Municipality payable hereunder are contractual obligations of the Municipality that are subject to and dependent upon appropriations being made from time to time by the Municipality for such purpose and the performance by EIC of its obligations hereunder. The Municipality agrees that its failure to appropriate funds sufficient to make payments due hereunder shall constitute a default under this Agreement.

8. Formation; Authority

Each Party represents and warrants to the other that it has complied with all laws and regulations concerning its organization, its existence and the transaction of its business and that all necessary steps have been taken to authorize it to execute, deliver and perform its respective obligations under this Agreement, and no consent or approval of any third party is required for either Party's execution of this Agreement or the performance of its obligations contained herein. The individual executing this Agreement on behalf of each Party has been and is duly authorized to bind his/her respective Party.

9 No Violation or Litigation

The performance by each Party of its respective obligations contained in this Agreement will not and do not conflict with or result in a breach of or a default under any of the terms or provisions of any other agreement, contract, covenant or security instrument or any law, regulation or ordinance by which the Party is bound. There is no litigation, action, proceeding, investigation or other dispute pending or threatened against either Party which may impair its ability to perform its respective duties and obligations hereunder.

10. Notices

Any and all notices, demands, or other communications required or desired to be given hereunder by either Party shall be delivered electronically and in writing by certified mail, return receipt requested as follows:

EIC:
Mark Thielking
Executive Director
Energy Improvement Corporation
425 Cherry Street
Bedford Hills, NY 10507
E-mail: mark@energizeny.org

Kim Kowlaski
Secretary
Energy Improvement Corporation
425 Cherry Street
Bedford Hills, NY 10507
secretary@energizeny.org

With a copy to:

James Staudt, Esq.
McCullough, Goldberger & Staudt, LLP
1311 Mamaroneck Avenue, Suite 340
White Plains, N.Y. 10605
E-mail: jstaudt@mgslawyers.com

MUNICIPALITY: _____

With a copy to:

Either Party hereto may change its address for purposes of this paragraph by providing written notice to the other party in the manner provided above.

11. Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of New York. Any legal action to be brought under this Agreement must be instituted in State or Federal Courts having jurisdiction located in Westchester County, New York.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above. The Parties hereto agree that facsimile signatures shall be as effective as if originals.

Date: _____, 20__

Energy Improvement Corporation

By: _____
PRINT NAME:

Date: _____, 20__

Municipality Name: _____

By: _____
PRINT NAME:

ATTACHMENT 1

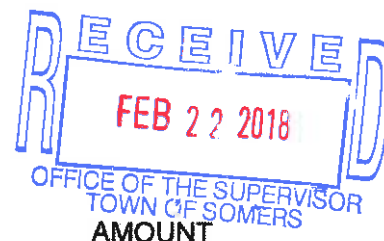
EIC MUNICIPAL AGREEMENT - Attachment 1	ENERGIZE NY PACE 1.0 PRODUCT DESCRIPTION
MAXIMUM AMOUNT OF FINANCING AVAILABLE	10% of Appraised Value
MINIMUM FINANCE AMOUNT	\$5,000
LENGTH OF FINANCING TERM	Minimum term of 5 years and Maximum term of 20 Years
ELIGIBLE MUNICIPALITIES	Municipalities with a Credit Rating Above "A"
ELIGIBLE PROJECTS	Energy efficiency and renewable energy projects that comply with NYSDERDA and investor owned utility programs including certain Remote Net Meter Projects
ELIGIBLE PROPERTIES	Existing buildings owned by an entity, other than an individual, including substantial renovations and new construction in the case of renewable energy projects
ELIGIBLE PROPERTY OWNERS	Not in bankruptcy; current on mortgage and property taxes for the past three years
LOAN TO VALUE (LTV) LIMITATION	Property's total amount of land secured loans is less than or equal to 90%, including the requested PACE financing
ANNUAL CASH FLOW REQUIREMENT	Estimated Annual Savings must be greater than estimated Annual Finance Charge
COST EFFECTIVENESS/SIR TEST	Estimated Savings must be greater than total cost of improvements
EIC MEMBER OBLIGATED TO PAY DURING DELINQUENCY	Yes
ABILITY TO ADD PACE TAX CHARGE TO BILL DURING CONSTRUCTION	No
MUNICIPAL RESERVE POOLS	Yes
LINK TO ENERGIZE NY PACE 1.0 UNDERWRITING STANDARDS	http://energizeny.org/images/uploads/ENY_PACE_1dot0_Standards.pdf

ATTACHMENT 2

EIC MUNICIPAL AGREEMENT - Attachment 2	ENERGIZE NY PACE 2.0 PRODUCT DESCRIPTION
MAXIMUM AMOUNT OF FINANCING AVAILABLE	35% of the property's appraised value
MINIMUM FINANCE AMOUNT	\$10,000
LENGTH OF FINANCING TERM	Minimum term of 5 years and Maximum term of 20 Years
ELIGIBLE MUNICIPALITIES	Municipalities with a Credit Rating Above Investment Grade, provided that municipalities rated A or better will have access to reserve pools that are separate from those for Below A rated municipalities
ELIGIBLE PROJECTS	Energy efficiency and renewable energy projects, including remote net metering, that comply with NYSERDA and investor owned utility programs or otherwise meet NYSERDA's Commercial PACE Guidelines; renewable energy projects on new construction and substantial renovations are eligible
ELIGIBLE PROPERTIES	Existing buildings owned by an entity, other than an individual, including new construction and substantial renovations in the case of renewable energy projects
ELIGIBLE PROPERTY OWNERS	Not in bankruptcy; current on mortgage and property taxes for the past three years
LOAN TO VALUE (LTV) LIMITATION	Property's total amount of land secured loans is less than or equal to 90%, including the requested PACE financing
ANNUAL CASH FLOW REQUIREMENT	No
COST EFFECTIVENESS/SIR TEST	Yes, must satisfy NYSERDA's cost effectiveness test, where the cumulative estimated savings must exceed the total cost of the project
EIC MEMBER OBLIGATED TO PAY DURING DELINQUENCY	Yes
ABILITY TO ADD PACE TAX CHARGE TO BILL DURING CONSTRUCTION	Yes
MUNICIPAL RESERVE POOLS	Yes
Link to NYSERDA C-PACE Guidelines	https://www.nyserra.ny.gov/cpace-guidelines
Link to Energize NY PACE 2.0 Underwriting Standards	http://energizeny.org/images/uploads/ENY_PACE_2dot0_Standards.pdf

Sent to:
B, TA, TC
2/21/18
KD

2017 Budget Transfer



FROM:

FUND	ACCOUNT CODE	ACCOUNT NAME	AMOUNT
1	9060 08	Health Insurance	\$160,852.00
Total:			\$160,852.00

TO:

FUND	ACCOUNT CODE	ACCOUNT NAME	AMOUNT
1	1110.011	Town Justice Overtime	\$1,824.00
1	1320.04	Auditor Contractual Expense	\$1,530.00
1	1420.051	Legal Services - Other	\$6,446.00
1	1460.4	Records Management Contractual	\$12,635.00
1	1620.0404	Building - Supplies	\$25,267.00
1	3410.04	Fire Prevention - Contractual	\$310.00
1	3510.04	Dog Control - Contractual	\$2,259.00
1	3620.02	Safety Inspections - Equipment	\$21,067.00
1	4020.01	Vital Statistics - Personal Services	\$3,511.00
1	4322.04	Mental Health Services	\$5,000.00
1	6772.0401	Nutrition Subcontractor - Food	\$8,871.00
1	7110.02	Parks - Equipment	\$28,203.00
1	7140.04	Recreation Centers - Contractual Expense	\$10,312.00
1	8010.01	Zoning - Personal Services	\$1,213.00
1	8020.042	Planning - Stormwater Proj.	\$28,448.00
1	9040.08	Workers Comp Insurance	\$1,524.00
1	9045.08	Life Insurance	\$2,432.00
Total:			\$160,852.00

Explanation:

To cover budget overages for 2017.

Signature:


Bob Kehoe, Director of Finance

Date:

2/21/2018

2017 Budget Transfer

FROM:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
1	9060 08	Health Insurance	\$29,539.00
1	1 0875	Fund balance reserve for capital projects	\$1,300,000.00
		Total	\$1,329,539.00

TO:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
1	9950 09	Transfers to Capital Fund (Generator & Carpeting)	\$29,539.00
1	9950 09	Transfers to Capital Fund (2016/17 Paving)	\$1,300,000.00
		Total	\$1,329,539.00

Explanation:

To cover budget overages for 2017.

Signature:



Bob Kehoe

Director of Finance 2/21/18

2017 Budget Transfer

FROM:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
2	5130 01	Machinery Personal Services	\$49,096 00

TO:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
2	9950 094	Capital Fund	\$49,096 00

Explanation:

To cover expense in excess of equipment bond & 2016 share of paving.

Signature:



Thomas Chiaverini
Highway Superintendent

Date:

2/21/2018

2017 Budget Transfer

FROM:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
2	5130 01	Machinery Personal Services	\$38,272 00

TO:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
2	5142 04	Snow Removal Contractual Expense	\$38,272 00

Explanation:

To cover budget overages for 2017.

Signature:



Thomas Chiaverini
Highway Superintendent

Date: 2/15/2018

2017 Budget Transfer

FROM:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
5	9010 08	State Retirement Employee Benefits	\$7,978.00


TO:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
5	7410 04	Library Contractual Expense	\$3,966.00
5	7410 01	Library Personal Services	\$4,013.00

Explanation:

To cover budget overages for 2017.

Signature:



Andrew Farber
Library Director

Date: 2/2/18

2017 Windsor Farm Budget Transfer

FROM:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
49	8340.044	Windsor Farms Contracted Services	\$1,682.00

Total: \$1,682.00

TO:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
49	8310.04	Windsor Farms Contractual Expense	\$1,682.00

Total: \$1,682.00

Explanation:

To cover budget overages for 2017.

Signature:



Adam Smith
Water Superintendent

Date: 2/15/2018

2017 Amawalk Heights Budget Transfer

FROM:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
50	8340.04	Water Transmission Contractual Expense	\$1,111.00

Total: \$1,111.00

TO:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
50	8310.04	AH Water Administration Contractual Expense	\$1,111.00

Total: \$1,111.00

Explanation:

To cover budget overages for 2017.

Signature:


Adam Smith
Water Superintendent

Date:

2/15/2018

2017 ASWD Budget Transfer

FROM:

FUND	ACCOUNT CODE	ACCOUNT NAME	AMOUNT
51	1980.04	MTA Tax	\$81.00
51	8320.04	Water Supply Contractual Expense	\$4,335.00
51	8330.04	Water Purification Contractual Expense	\$5,340.00
51	9010.08	Retirement - State ERS	\$2,410.00
51	9030.08	Social Security Tax	\$1,720.00
51	9030.085	Medicare Tax	\$361.00
51	9040.08	Workers Compensation Insurance	\$1,097.00
51	9045.08	Life Insurance	\$61.00
51	9060.08	Health Insurance	\$1,270.00
51	9089.08	Dental Insurance	\$1,908.00
51	9090.08	Optical Insurance	\$212.00
51	51.0909	Fund Balance Unreserved	\$8,034.00
Total:			\$26,829.00

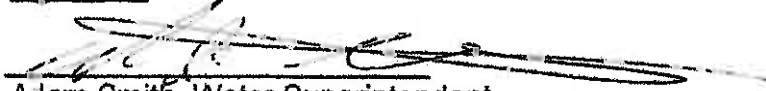
TO:

FUND	ACCOUNT CODE	ACCOUNT NAME	AMOUNT
51	1930.04	Judgement & Claims Contractual Expense	\$530.00
51	8310.04	Water Administration Contractual Expense	\$7,371.00
51	8340.04	Water Transmission Contractual Expense	\$18,928.00
Total:			\$26,829.00

Explanation:

To cover budget overages for 2017.

Signature:



Adam Smith, Water Superintendent

Date:

2/20/2018

2017 ASWD Budget Modification

INCREASE:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
51	51.2148	Penalties	\$5,841.00
51	51.2401	Interest	\$170.00

Total: \$6,011.00

INCREASE:

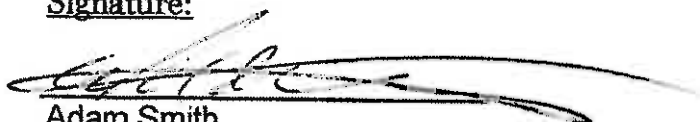
<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
51	8340.04	Water Transmission Contractual	\$6,011.00

Total: \$6,011.00

Explanation:

To cover budget overages for 2017.

Signature:



Adam Smith
Water Superintendent

Date: 2/20/18

Sent to:
TB, TA, TC 2/23/18
KD

Telephone
(914) 277-4394

FAX
(914) 277-3788

EMAIL
finance@somersny.com

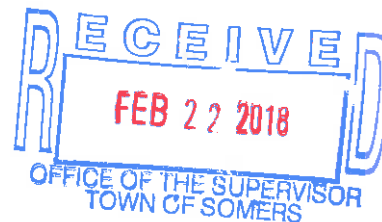
ROBERT KEHOE
DIRECTOR OF FINANCE

FINANCE OFFICE

Town of Somers
WESTCHESTER COUNTY, N.Y.



TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589



To: Town Board

From: Robert Kehoe, Director of Finance *RK*

Date: February 22, 2018

Re: Capital Project Budgets - Paving

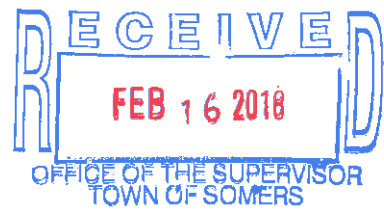
I request that the Town Board adopt the following Highway paving budget for 2017 to be funded by the General Fund.

Revenue:		
54.0054.5031	Interfund Transfers/Cap. Funds	\$728,969.02
Appropriations:		
54.5110.0405	General Repairs. Paving	\$728,969.02

CC: Town Clerk

R/E
Sent to:
TB, TA, TC & Finance
2/23/18 KD

MEMORANDUM



TO: Rick Morrissey & Somers Town Board

FROM: Andrew Farber

SUBJ: Diane Montero-Heyert Resignation

February 15, 2018

Diane Montero-Heyert has informed me that she will be resigning from the Somers Library effective 2/22/18 to pursue a full-time job.

A handwritten signature in dark ink, appearing to read "Andrew Farber".

Andrew Farber

February 9, 2018

Andrew Farber
Somers Library
Route 139
PO Box 443
Somers, NY 10589

Dear Mr. Farber,

Per our conversation, I am resigning from my Senior Library Clerk (PT) position effective February 22, 2018 to pursue a full time position.

Please keep my name on the payroll as a seasonal employee.

Sincerely,

A handwritten signature in dark ink, appearing to read "Diane Montero-Heyert", is written over the printed name.

Diane Montero-Heyert

Sent To:
TB, TA, TC
2/21/18
KD

PLANNING AND ENGINEERING DEPARTMENTS

(914) 277-5366

Fax

(914) 277-4093

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE

835 ROUTE 202

SOMERS, NY 10589

www.somersny.com

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

Date: February 6, 2018

To: Town Board
Planning Board
Open Space Committee

Town Clerk

From: Engineering Department

Re: The following is submitted for your review and comment:

Project Name: Alspach Wetland Application
Plan: Proposed Site Plan
Dated: January 26, 2018
Prepared by: Robert Roselli, PE

Referral is made under the provisions of the following regulations:

1. Informal Discussion: _____
2. Final Subdivision Approval: _____
3. Preliminary Subdivision: _____
4. Site Plan: _____
5. Wetland Activity Permit: _____
Administrative 6.10-1-6
Planning Board X
6. Steep Slope Permit: _____
Administrative
Planning Board
7. Other _____

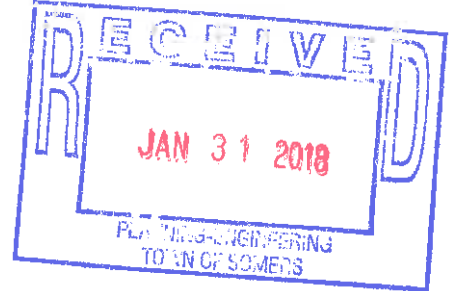
ROBERT ROSELLI, PE

271 Route 46W
Suite G208
Fairfield, NJ 07004

Phone: 201-993-0781
Fax: 862-702-3017
Email: info@upstatedevelopment.com

January 30, 2018

Town of Somers Planning Board
Town House
335 Route 202
Somers, NY 10589



Re: Alteration of Wetlands Application, Alspach Residence,

Dear Members of the Board:

My clients are proposing a 22 x 20 foot addition to the side of their existing house (principal structure). There is an intermittent stream bed approximately 45 feet away from the proposed addition per the site plan. Based on a field visit this stream bed is dry most of the year. At the time of my site visit in mid-November the stream was loaded with fallen leaves which indicates it had not experienced significant flow in at least a month and probably longer. And there is no evidence of any wetlands or associated species in the area around the stream and proposed addition. It is mostly open and pre-disturbed yard area. As such, I am requesting a waiver of any further wetland flagging or report requirements for this project.

Please find enclosed:

- \$300 application fee
- 14 copies of the application
- 14 copies of the proposed plan

If you have any questions regarding this project, please feel free to contact me per the information above.

Thank you.

Very truly yours,

Robert Roselli, P.E.

**TOWN OF SOMERS
WESTCHESTER COUNTY, NEW YORK
APPLICATION FOR ENVIRONMENTAL PERMIT
CHAPTER 167 "WETLAND AND WATER COURSE PROTECTION"**

APPLICATION FEE:

Alteration of Wetlands: \$200 minimum fee plus \$100 per 5,000 S.F. of regulated area or proposed portions thereof to be disturbed.

Annual Maintenance Permit Renewal Fee: Administrative Permit: \$25.00, Planning Board Permit: \$75.00

Erosion and Sediment Control Application fee: \$100 for disturbances of at least one acre or for the placement or removal of 20 cubic yards of soil, plus \$500 for each additional acre of disturbance.

OWNER: ROBERT ALSPACH Tel #: _____
Mailing Address: _____
APPLICANT: SAME Tel #: _____
Mailing Address: _____
State authority: _____ If other than owner, authorization must be submitted in writing.

PREMISES: Sheet: 6.10 Block: 1 Lot: 6
Situating on the _____ side of _____ (Street), _____ feet from the intersection of _____ (Street)

DESCRIPTION OF WORK AND PURPOSE: ADDITION OF A 22' X 20' ROOM

The information listed below shall only relate to the impact within wetland and/or wetland buffer:

SIZE OF ACTIVITY AREA: 440 SF
Is work proposed in Wetland: _____ or Wetland Control Area: ✓ 200' STREAM
Is there an existing house located on the site: YES
Is pond, lake or detention basin proposed to be cleaned: NO
Functions provided by Wetland: N/A
Wetland Expert delineating Wetland: NONE PRESENT

ESTIMATED QUANTITY OF EARTH WORK:

Excavated material placed as fill: 20 C.Y.

Imported Fill Type: 0 C.Y.

PROPOSED STARTING DATE: 4/17 PROPOSED COMPLETION DATE: 6/18

PLANS PREPARED BY: ROBERT ROSEW DATED: 1/26/17

**** Plans must be submitted with application. ****

LIST OF APPLICABLE COUNTY, STATE, OR FEDERAL PERMITS: _____

**LIST OF PROPERTY OWNERS OF RECORD OF LANDS AND CLAIMANTS OF WATER RIGHTS
WITHIN 100 FEET OF SUBJECT PROPERTY**

NAME	ADDRESS	BLOCK	LOTS

APPLICANT'S SIGNATURE: Robert L. Alspach DATE: 1/9/18
OWNER'S SIGNATURE: Robert L. Alspach DATE: 1/9/18

*APPLICATION MUST BE ACCOMPANIED WITH A COMPLETED ENVIRONMENTAL ASSESSMENT FORM, COMPLETE PLANS FOR LOT IMPROVEMENTS, AND LOCATION MAP OF WETLANDS AS THEY EXIST IN THE FIELD OR AS SHOWN ON SOMERS ENVIRONMENTAL MAPS.

.....Office Use Only.....

Administrative Permit: _____

Planning Board Permit: _____

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: PROPOSED ADDITION							
Project Location (describe, and attach a location map): SOMERS							
Brief Description of Proposed Action: CONSTRUCTION OF A 22'x20' ADDITION ONTO THE EXISTING PRINCIPAL BUILDING.							
Name of Applicant or Sponsor: ROBERT AISPACH		Telephone: 					
Address: 		E-Mail: 					
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.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
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:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
3.a. Total acreage of the site of the proposed action?		0.01 acres					
b. Total acreage to be physically disturbed?		0.01 acres					
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		2.7± 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							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	N/A <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?	NO <input type="checkbox"/>	YES <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: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" 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: _____	NO <input type="checkbox"/>	YES <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: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO <input type="checkbox"/>	YES <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?	NO <input checked="" type="checkbox"/>	YES <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?	NO <input checked="" type="checkbox"/>	YES <input 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 type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input 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?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input checked="" type="checkbox"/>	YES <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 checked="" type="checkbox"/> NO <input type="checkbox"/> YES	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES			

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>Robert L. Alsop</u> Date: <u>1/9/18</u> Signature: <u>[Signature]</u>		

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 type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input 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 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 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 type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	<input 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 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 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 type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input 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 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.
<div> <div>Name of Lead Agency</div> <div>Date</div> </div>	
<div> <div>Print or Type Name of Responsible Officer in Lead Agency</div> <div>Title of Responsible Officer</div> </div>	
<div> <div>Signature of Responsible Officer in Lead Agency</div> <div>Signature of Preparer (if different from Responsible Officer)</div> </div>	

PRINT

**TOWN OF SOMERS
WESTCHESTER COUNTY, NEW YORK
CHAPTER 67 "APPLICATION PROCESSING RESTRICTIVE LAW"**

CERTIFICATION

I hereby certify that to the best of my knowledge no outstanding fees are due and owing to the Town of Somers for the following property:

Section 6.10 Block 1 Lot 6

Property Address _____

Permit Applying For ALTERATION OF WETLANDS

Furthermore, I hereby certify that to the best of my knowledge no outstanding violation (as that term is defined for the purposes of the Application Processing Restrictive Law, Paragraph 4D) of local laws or ordinances of the Town of Somers exist with respect to the above cited property or any structure or use existing thereon.

Signed *Robert L. Alsop*
(Owner of Record)

Signed *Same*
(Applicant for Permit)

Robert L. Alsop
(Print Name)

(Print Name)

Date 1/9/12

Date _____

CONFIRMATIONS

Zoning Enforcement Officer

Date: _____

Director of Finance for Fees

Date: _____

Engineering Department

Date: _____

Receiver of Taxes

Date: _____

7/2014

AFFIDAVIT TO BE COMPLETED BY OWNER OTHER THAN CORPORATION

STATE OF NEW YORK

ss:

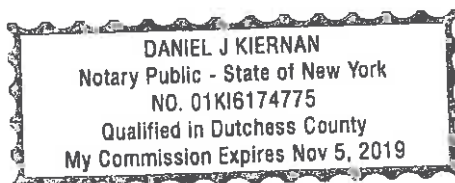
COUNTY OF Wappingers Falls

Robert L. Alspach, being duly sworn, deposes and says: that he is the owner in fee of all the property shown on plat entitled Section 610, Block 1, Lot 6, application for approval of which is herein made. The deponent acquired title to the said premises by deed from Jeffrey P. and Cindy Lupica dated 9/24/98, and recorded in the Office of the Clerk of the County of Westchester on 11/4/98, in Liber 12152 of Conveyances at Page 6. That the statements contained herein are true to the best of deponent's knowledge and belief, and are made for the purpose of obtaining the approval of the submitted application by the Planning Board of the Town of Somers.

(Signed) [Signature]

Sworn to before me this 23rd
day of January, 2018.

[Signature]
(Notary Public)



APPLICANT ACKNOWLEDGEMENT

By making this application, the undersigned Applicant agrees to permit Town officials and their representatives to conduct on-site inspections in connection with the review of this application.

The applicant also agrees to pay all expenses for the cost of professional review services required for this application, as referred to in §133-1 of the Code of the Town of Somers. As such, an Escrow Account, according to §133-2 of the Code of the Town of Somers, may be required.

It is further acknowledged by the Applicant that all bills for the professional review services shall be mailed to the Applicant, unless the Town is notified in writing by the Applicant at the time of initial submission of the application that such mailings should be sent to a designated representative instead.

Signature of Applicant: Kalut L. Obayul Date: 1/9/18

Signature of Property Owner: Kalut L. Obayul Date: 1/9/18
(if different from applicant)

Sent to:
TB, TA, TC
2/21/18
KD

PLANNING AND ENGINEERING DEPARTMENTS

(914) 277-5366

Fax

(914) 277-4093

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE

855 ROUTE 202

SOMERS, NY 10589

www.somersny.com

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

Date: February 6, 2018

To: Town Board
Planning Board
Open Space Committee

Town Clerk

From: Engineering Department

Re: The following is submitted for your review and comment:

Project Name: Sullivan Wetland Application
Plan: Proposed Site Plan
Dated: January 23, 2018
Prepared by: Robert Roselli, PE

Referral is made under the provisions of the following regulations:

- | | |
|--------------------------------|-----------------|
| 1. Informal Discussion: | _____ |
| 2. Final Subdivision Approval: | _____ |
| 3. Preliminary Subdivision: | _____ |
| 4. Site Plan: | _____ |
| 5. Wetland Activity Permit: | 27.05-1-19 |
| Administrative | _____ |
| Planning Board | X |
| 6. Steep Slope Permit: | _____ |
| Administrative | _____ |
| Planning Board | _____ |
| 7. Other | Wetlands Survey |

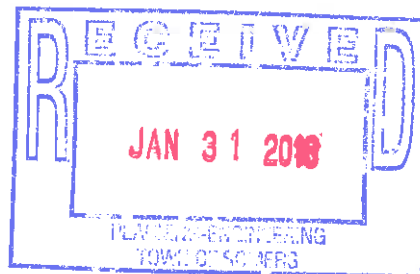
ROBERT ROSELLI, PE

271 Route 46W
Suite G208
Fairfield, NJ 07004

Phone: 201-993-0781
Fax: 862-702-3017
Email: info@upstatedevelopment.com

January 30, 2018

Town of Somers Planning Board
Town House
335 Route 202
Somers, NY 10589



Re: Alteration of Wetlands Application, Sullivan Residence,

Dear Members of the Board:

My clients are proposing a new 25 x 28 garage on top of their existing driveway and a new addition onto the opposite or north side of the house (principal building). Two of the existing septic trenches will have to be re-located to allow for construction of the new garage. Per correspondence with the Westchester County Health Department this re-location will be approved since no new bedrooms are proposed. Although there is a local wetland on the project site it is not a DEC wetland or a significant plant or habitat area per the DEC's online resource mapping. The site is located in "Zone X" or no 100 year floodplain present according to FEMA Map 36119C0034F. Per the site plan the only work inside the 100 foot wetland buffer area will be the new garage which will be wholly located on an existing asphalt driveway and the requisite re-location of affected septic trenches.

Please find enclosed:

- \$300 application fee
- 14 copies of the application
- 14 copies of a Wetlands Survey by Paul J. Jaehnig Wetlands and Soils Consulting
- 14 copies of the proposed plan

If you have any questions regarding this project, please feel free to contact me per the information above.

Thank you.

Very truly yours,

Robert Roselli, P.E.

7/06

TOWN OF SOMERS
WESTCHESTER COUNTY, NEW YORK
APPLICATION FOR ENVIRONMENTAL PERMIT
CHAPTER 167 "WETLAND AND WATER COURSE PROTECTION"

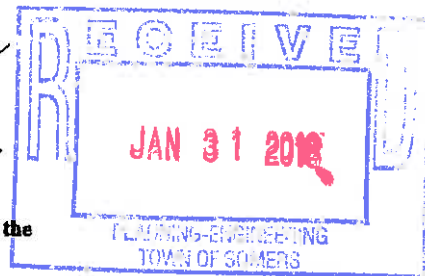
APPLICATION FEE:

Alteration of Wetlands: \$200 minimum fee plus \$100 per 5,000 S.F. of regulated area or proposed portions thereof to be disturbed.

Annual Maintenance Permit Renewal Fee: Administrative Permit: \$25.00, Planning Board Permit: \$75.00

Erosion and Sediment Control Application fee: \$100 for disturbance of at least one acre or for the placement or removal of 20 cubic yards of soil, plus \$500 for each additional acre of disturbance.

OWNER: David Sullivan Tel.#: 516-454-1059
Mailing Address: _____
APPLICANT: _____ Tel.#: _____
Mailing Address: _____
State authority: Owner If other than owner, authorization must be submitted in writing.



PREMISES: Sheet: 375 Block: 1 Lot: 19
Situated on the east side of Arden Road (Street), _____ feet from the intersection of _____ (Street)

DESCRIPTION OF WORK AND PURPOSE: NEW GARAGE AND ADDITION TO HOUSE (PRINCIPAL BUILDING)

The information listed below shall only relate to the impact within wetland and/or wetland buffer:

SIZE OF ACTIVITY AREA: 1,368 S.F. FOR ADDITIONS

Is work proposed in Wetland: N or Wetland Control Area: YES (GARAGE ADDITION)

Is there an existing house located on the site: YES

Is pond, lake or detention basin proposed to be cleaned: NO

Functions provided by Wetland: _____

Wetland Expert delineating Wetland: PAUL J. JAENIG

ESTIMATED QUANTITY OF EARTH WORK:

Excavated material placed as fill: 0 C.Y.

Imported Fill Type: 20 C.Y. (GRAVEL, TOPSOIL, DANKER)

PROPOSED STARTING DATE: 5/18 PROPOSED COMPLETION DATE: 9/18

PLANS PREPARED BY: ROBERT ROSEN DATED: 1/23/18

****Plans must be submitted with application.****

LIST OF APPLICABLE COUNTY, STATE, OR FEDERAL PERMITS: WESTCH COUNTY HEALTH DEPT. (SEPTIC RELOCATION)

LIST OF PROPERTY OWNERS OF RECORD OF LANDS AND CLAIMANTS OF WATER RIGHTS WITHIN 100 FEET OF SUBJECT PROPERTY

NAME	ADDRESS	BLOCK	LOTS
------	---------	-------	------

APPLICANT'S SIGNATURE: David Sullivan DATE: 1/24/18
OWNER'S SIGNATURE: David Sullivan DATE: 1/24/18

*APPLICATION MUST BE ACCOMPANIED WITH A COMPLETED ENVIRONMENTAL ASSESSMENT FORM, COMPLETE PLANS FOR LOT IMPROVEMENTS, AND LOCATION MAP OF WETLANDS AS THEY EXIST IN THE FIELD OR AS SHOWN ON SOMERS ENVIRONMENTAL MAPS.

Office Use Only

Administrative Permit: _____

Planning Board Permit: _____

Z:\FBGeneral files\Permit Application forms\Somers_P&E_Wetlands_2002-07.DOCZ:\FBGeneral files\Permit Application forms\Somers_P&E_Wetlands_2002-07.DOC

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: <div style="font-size: 1.2em; font-family: cursive;">PROPOSED ADDITIONS</div>																		
Project Location (describe, and attach a location map): <div style="font-size: 1.2em; font-family: cursive; text-align: center;">759' ± N. OF SAWMILL RIVER RD.</div>																		
Brief Description of Proposed Action: 																		
Name of Applicant or Sponsor: <div style="font-size: 1.2em; font-family: cursive;">DAVID SULLIVAN</div>		Telephone: _____ E-Mail: _____																
Address: 																		
City/PO: <div style="font-size: 1.2em; font-family: cursive;">YORKTOWN HTS.</div>		State: <div style="font-size: 1.2em; font-family: cursive;">NY</div>	Zip Code: <div style="font-size: 1.2em; font-family: cursive;">10598</div>															
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.			<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; padding: 2px;">NO</td><td style="width: 50%; padding: 2px;">YES</td></tr><tr><td style="text-align: center;"><input checked="" type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td></tr></table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>											
NO	YES																	
<input checked="" type="checkbox"/>	<input type="checkbox"/>																	
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:			<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; padding: 2px;">NO</td><td style="width: 50%; padding: 2px;">YES</td></tr><tr><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr></table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>											
NO	YES																	
<input type="checkbox"/>	<input checked="" type="checkbox"/>																	
<div style="font-size: 1.2em; font-family: cursive;">WESTCHESTER COUNTY HEALTH DEPT. (REVISED SEPTIC)</div>																		
3.a. Total acreage of the site of the proposed action? <div style="float: right; text-align: right;">0.04 acres</div>																		
b. Total acreage to be physically disturbed? <div style="float: right; text-align: right;">0.04 acres</div>																		
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? <div style="float: right; text-align: right;">0.92 acres</div>																		
4. Check all land uses that occur on, adjoining and near the proposed action. <table style="width: 100%;"><tr><td><input type="checkbox"/> Urban</td><td><input type="checkbox"/> Rural (non-agriculture)</td><td><input type="checkbox"/> Industrial</td><td><input type="checkbox"/> Commercial</td><td><input checked="" type="checkbox"/> Residential (suburban)</td></tr><tr><td><input type="checkbox"/> Forest</td><td><input type="checkbox"/> Agriculture</td><td><input type="checkbox"/> Aquatic</td><td colspan="2"><input checked="" type="checkbox"/> Other (specify): <u>WETLAND</u></td></tr><tr><td><input type="checkbox"/> Parkland</td><td colspan="4"></td></tr></table>				<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 checked="" type="checkbox"/> Other (specify): <u>WETLAND</u>		<input type="checkbox"/> Parkland				
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<input type="checkbox"/> Forest	<input type="checkbox"/> Agriculture	<input type="checkbox"/> Aquatic	<input checked="" type="checkbox"/> Other (specify): <u>WETLAND</u>															
<input type="checkbox"/> Parkland																		

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	N/A <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?	NO <input type="checkbox"/>	YES <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: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <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: _____	NO <input type="checkbox"/>	YES <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: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO <input type="checkbox"/>	YES <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?	NO <input checked="" type="checkbox"/>	YES <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?	NO <input type="checkbox"/>	YES <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 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?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input checked="" type="checkbox"/>	YES <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 checked="" type="checkbox"/> NO <input type="checkbox"/> YES	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		

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>David Sefton</u>		
Signature: <u>[Signature]</u>		Date: <u>11/24/18</u>

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 type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input 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 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 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 type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	<input 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 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 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 type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input 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 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.
<div style="display: flex; justify-content: space-between;"> <div> <hr/> Name of Lead Agency </div> <div> <hr/> Date </div> </div>	
<div style="display: flex; justify-content: space-between;"> <div> <hr/> Print or Type Name of Responsible Officer in Lead Agency </div> <div> <hr/> Title of Responsible Officer </div> </div>	
<div style="display: flex; justify-content: space-between;"> <div> <hr/> Signature of Responsible Officer in Lead Agency </div> <div> <hr/> Signature of Preparer (if different from Responsible Officer) </div> </div>	

PRINT

APPLICANT ACKNOWLEDGEMENT

By making this application, the undersigned Applicant agrees to permit Town officials and their representatives to conduct on-site inspections in connection with the review of this application.

The applicant also agrees to pay all expenses for the cost of professional review services required for this application, as referred to in §133-1 of the Code of the Town of Somers. As such, an Escrow Account, according to §133-2 of the Code of the Town of Somers, may be required.

It is further acknowledged by the Applicant that all bills for the professional review services shall be mailed to the Applicant, unless the Town is notified in writing by the Applicant at the time of initial submission of the application that such mailings should be sent to a designated representative instead.

Signature of Applicant: *Joan Sullivan* Date: 1/24/18
Signature of Property Owner: *Joan Sullivan* Date: 1/24/18
(if different from applicant)

AFFIDAVIT TO BE COMPLETED BY OWNER OTHER THAN CORPORATION

OF)

COUNTY OF _____

David Sullivan, being duly sworn, deposes and says: that he is the owner in fee of all the property shown on plat entitled Section 27.5, Block 1, Lot 107 application for approval of which is herein made. The deponent acquired title to the said premises by deed from Joan A. Vegliante dated January 29, 2014, and recorded in the Office of the Clerk of the County of Westchester on February 7th, 2014, in Liber TX-584 of Conveyances at Page 112. That the statements contained herein are true to the best of deponent's knowledge and belief, and are made for the purpose of obtaining the approval of the submitted application by the Planning Board of the Town of Somers.

(Signed) [Signature]

Sworn to before me this 24th
day of January, 2018.
Lorraine M. Gattuso
(Notary Public)

LORRAINE M. GATTUSO
Notary Public, State of New York
No. 01GA6214991
Qualified in Queens County
Commission Expires Dec. 21, 2021

**TOWN OF SOMERS
WESTCHESTER COUNTY, NEW YORK
CHAPTER 67 "APPLICATION PROCESSING RESTRICTIVE LAW"**

CERTIFICATION

I hereby certify that to the best of my knowledge no outstanding fees are due and owing to the Town of Somers for the following property:

Section 27.5 Block 1 Lot 19
Property Address Park town Heights No 1
Permit Applying For \$ 300 WETLANDS

Furthermore, I hereby certify that to the best of my knowledge no outstanding violation (as that term is defined for the purposes of the Application Processing Restrictive Law, Paragraph 4D) of local laws or ordinances of the Town of Somers exist with respect to the above cited property or any structure or use existing thereon.

Signed David Sullivan
(Owner of Record)

Signed David Sullivan
(Applicant for Permit)

David Sullivan
(Print Name)

David Sullivan
(Print Name)

Date 1/24/18

Date 1/24/18

CONFIRMATIONS

Zoning Enforcement Officer

Date: _____

Director of Finance for Fees

Date: _____

Engineering Department

Date: _____

Receiver of Taxes

Date: _____

Sent to:
TB, TA, TC
2/21/18
KD

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

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

Steven Woelfle
Principal Engineering Technician
swoeffle@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

Date: February 6, 2018

To: Town Board Town Clerk
Planning Board
Open Space Committee

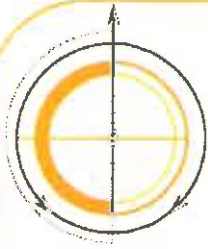
From: Engineering Department

Re: The following is submitted for your review and comment:

Project Name: Immediato Wetland Application
Plan: Site Plan for Drain Pipe Installation
Dated: May 15, 2017
Prepared by: SJF Engineering Services

Referral is made under the provisions of the following regulations:

- | | |
|--------------------------------|------------------------|
| 1. Informal Discussion: | _____ |
| 2. Final Subdivision Approval: | _____ |
| 3. Preliminary Subdivision: | _____ |
| 4. Site Plan: | _____ |
| 5. Wetland Activity Permit: | _____ 16.06-3-30 |
| Administrative | _____ |
| Planning Board | _____ X |
| 6. Steep Slope Permit: | _____ |
| Administrative | _____ |
| Planning Board | _____ |
| 7. Other | _____ Wetland Analysis |



SJF ENGINEERING SERVICES
CIVIL-SITE-STRUCTURAL
ENGINEERING

Planning Board
Town of Somers
335 Route 202
Somers, NY 10589

Re: Environmental Permit (Site Plan)
Mr. and Mrs. Immediato

Dear Chairman and members of the Planning Board,

We are currently looking to obtain an environmental permit to install a storm drainage pipe to the rear of the property as shown on the submitted Site Plan. The overall scope is to build a small home in the location as shown. The lot is currently a vacant 0.35 acre building lot located in the Shenorock section of Somers. The adjacent parcels, to the North and to the South, currently have a piped conveyance system.

A letter from Mr. Barber, a certified Ecologist from Cornerstone Associates, has been provided. Mr. Barber has conducted a site visit and provided his professional opinion with respect to the proposed work. We have also conducted preliminary soil testing, under the supervision of the Westchester County Health Department, for the proposed septic system.

More specifically, our proposal includes the installation of underdrain and curtain drains as shown to accommodate perched groundwater to the front, side and rear of the property. In addition, the installation of new 15" HDPE drainage pipe to an accessible roadside catch basin. This catch basin will have a 2 foot collection sump to allow for collection of upstream silt and debris and be outfitted with a hood device to assure the basin is cleaned regularly.

Sincerely Yours,

Stephen Ferreira

Stephen J. Ferreira, P.E.

P.O. Box 1047

New Milford, CT 06776

914-804-4209

SJFENGINEER@SBCGLOBAL.NET



Cornerstone Associates

*Environmental Consultants
1770 Central Street
Yorktown Heights, NY 10598
Phone: (914)-299-5293*

November 21, 2017

Mr. James Immediato

Re: **Wetland Analysis**
Sec 3
Town of Somers, NY

Dear Mr. Immediato:

At your request, I have conducted a wetland analysis at the above referenced property. In addition, I have also conducted a review of the following document:

- Plan entitled; "Site Plan for Drain Pipe Installation for Mr. and Mrs. Immediato" prepared by SJF Engineering dated 05/15/17, 1 sheet: SP-1.

A site inspection was conducted on November 15, 2017.

Inspection:

The site inspection revealed a watercourse on the property border which meets the definition of an intermittent watercourse as per Chapter 167-3 of the Town of Somers Town Code. Watercourses are included in the definition of a Wetland/Freshwater Wetland as per Chapter 167-3(2). The above referenced plan indicates the intent to pipe the watercourse which is a regulated activity under Chapter 167-4(B)(9)-installation of any pipes or wells.

The intermittent watercourse does not appear on the New York State Department of Environmental Conservation (NYSDEC) on-line resource map. This office does not have information regarding New York City Department of Environmental Protection (NYCDEP) or Army Corps of Engineers (ACOE) jurisdiction, if any.

Analysis:

Inspection of the intermittent watercourse revealed it to be a relatively shallow, defined open channel which receives water via an upstream pipe and flow in the channel is irregular with periods of dry conditions. The channel contains loose stone and a mixture of indigenous and invasive vegetation. There was no evidence of specialized or unique habitats. Areas of sediment accumulation were observed in several locations of the channel.

The primary function of the intermittent watercourse is sediment trapping and transport and to modestly reduce downstream velocity. Review of the above referenced plans indicates that the applicant is proposing to install a catch basin with a deep sump which is designed to mitigate the sediment trapping and velocity reduction functions upon piping the existing watercourse.

Please note that the proposed catch basin must be inspected and maintained regularly. This office defers to the applicant's engineer regarding analysis of post-construction impacts to downstream hydrology.

Please do not hesitate to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'R' followed by a stylized flourish.

Bruce Barber, PWS, Certified Ecologist
Principal

**TOWN OF SOMERS
WESTCHESTER COUNTY, NEW YORK
CHAPTER 67 "APPLICATION PROCESSING RESTRICTIVE LAW"**

CERTIFICATION

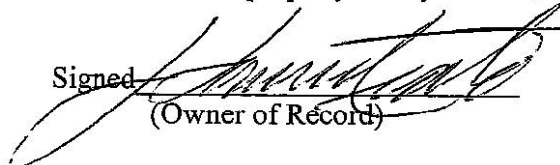
I hereby certify that to the best of my knowledge no outstanding fees are due and owing to the Town of Somers for the following property:

Section 16.06 Block 3 Lot 36

Property Address _____

Permit Applying For SITE PLAN APPROVAL

Furthermore, I hereby certify that to the best of my knowledge no outstanding violation (as that term is defined for the purposes of the Application Processing Restrictive Law, Paragraph 4D) of local laws or ordinances of the Town of Somers exist with respect to the above cited property or any structure or use existing thereon.

Signed 
(Owner of Record)

Signed _____
(Applicant for Permit)

(Print Name)

(Print Name)

Date 10/10/17

Date _____

CONFIRMATIONS

Zoning Enforcement Officer

Date: _____

Director of Finance for Fees

Date: _____

Engineering Department

Date: _____

Receiver of Taxes

Date: _____

Short Environmental Assessment Form

Part 1 - Project Information

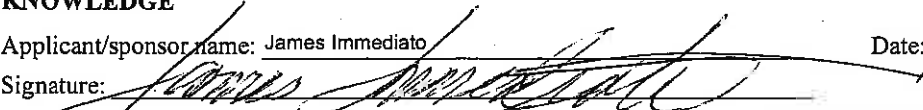
Instructions for Completing

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							
Immediato							
Name of Action or Project: Installation of new drain pipe and catch basin and Installation of new dwelling.							
Project Location (describe, and attach a location map): 							
Brief Description of Proposed Action: New Home and installation of new drainage pipe and catch basin. Existing site has open channel and pipe on each end of property.							
Name of Applicant or Sponsor: James Immediato/Stephen J. Ferreira, P.E.		Telephone: 					
		E-Mail: 					
Address: 31 Fcrest Ave.							
City/PO: 		State: ny	Zip Code: 10587				
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.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
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: Town of Somers Planning Board-Site Plan Approval..			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
3.a. Total acreage of the site of the proposed action? 0.35 acres b. Total acreage to be physically disturbed? 0.20 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.35 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							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	N/A <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?	NO <input type="checkbox"/>	YES <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: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <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: _____	NO <input type="checkbox"/>	YES <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: _____ Town of Somers Water	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO <input checked="" type="checkbox"/>	YES <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?	NO <input checked="" type="checkbox"/>	YES <input 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: _____ <u>The proposed project will involve approx. 2500 sf of storm drainage swale disturbance.</u>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input 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?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input checked="" type="checkbox"/>	YES <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 checked="" 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 checked="" type="checkbox"/> YES <u>All stormwater will enter the proposed piping system.</u>	NO <input type="checkbox"/>	YES <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>James Immediato</u> Date: <u>10-17-17</u> Signature: <u></u>		