

OFFICE OF THE SUPERVISOR

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

ROBERT SCORRANO
SUPERVISOR



**SOMERS TOWN BOARD
REGULAR MEETING - 7:00pm
THURSDAY, APRIL 21, 2022
www.somersny.com**

6:00pm Executive Session

I. PLEDGE OF ALLEGIANCE:

7:00pm Regular Meeting

II. ROLL CALL:

III. PUBLIC HEARINGS: (Via In-Person and Remote Access):

1. Proposed Local Law to add a new Chapter to the CODE of the Town of Somers with regard to the provisions of the NYStretch Energy Code-2020.

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

IV. APPROVAL OF MINUTES: March 3, 2022 Work Session, March 10, 2022 Public Hearing, March 10, 2022 Regular Meeting

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

**SOMERS TOWN BOARD
REGULAR MEETING - 7:00pm
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www.somersny.com**

VI. BUSINESS OF THE BOARD:

A. TOWN BOARD:

1. Town of Somers Covid-19 – Update
2. New Dawn Family Resource Center – Update
3. Somers Energy Environment Committee – Update – Don Bleasdale
4. Authorize going to Bid for Used Office Equipment and the disposal of any items that are not bid per memo dated April 12, 2022 from Patricia Kalba, Town Clerk. A complete list of items will be available for review on or before April 28, 2022.
5. Authorize the re-solicitation of Bids for the replacement of new Library windows in the children's room, downstairs, Director's office, staff area and breakroom per memo dated April 14, 2022 from Thomas J. Tooma, Building Inspector.
6. Authorize the re-solicitation of Bids for propane storage tanks required for the 100kw generator at the Library per memo dated April 14, 2022 from Thomas J. Tooma, Building Inspector.

B. PARKS & RECREATION: No additional business.

C. FINANCIAL: No additional business.

D. HIGHWAY: No additional business.

E. PERSONNEL:

1. Current Vacancies:

- a. Affordable Housing Board (1- 2-year term ending 7/11/2022.)
- b. Assessment Board of Review (1- 5-year term ending 9/30/2023.)
- c. Parks and Recreation Board (2- 3-year terms ending 03/09/2025.)
- d. Partners in Prevention (2- 3-year terms ending 12/31/2022.)
- e. Partners in Prevention (1- 3-year term ending 12/31/2023.)

2. Upcoming Vacancies - Terms Expiring in 2022:

- a. Affordable Housing Board (2- 2-year terms ending 7/11/2022.)

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3. Acknowledge the retirement of Adam Smith, Superintendent of the Town of Somers Water and Sewer Department effective June 24, 2022. Adam has been with the Town of Somers for thirty-six (36) years.

F. PLANNING & ENGINEERING: No additional business.

G. POLICE:

1. Request approval to purchase a 2022 John Deere Gator 4x4 Quad in the amount of \$15,947.00 (on state bid contract) to replace the 2007 Kawasaki Mule 4x4. This item was approved in the Somers Police Department's 2022 Budget per memo dated April 15, 2022 from Brian Linkletter, Chief of the Somers Police Department.

H. CONSENSUS AGENDA:

1. Accept the following Performance Bond per March 15, 2022 memo from Steven Woelfle, Engineering Department:
 - a. \$2,500.00 Performance Bond – 10 Adson Way
(NOV issued October 19, 2021),
TM: 5.20-2-10
2. Authorize the following SEQRA/Professional Service Fee refund per April 12, 2022 memo from Steve Woelfle, Engineering Department:
 - a. \$512.75 Heritage Hills Society Wetland Permit Application,
West Hill Drive Culvert Replacement,
TM: 17.06-10-16
3. Acknowledge completion and receipt of the Town Justice Court Audit by our Certified Public Accountants PKF O'Connor Davies., LLP in accordance with Section 2019-a of the Uniform Justice Court Act for the year ending December 31, 2021.
4. Request permission to approve and execute the proposal for the inspection and cleaning (sediment removal) of the Ross Drive 1.45-million-gallon water storage tank with Underwater Solutions Inc. in the amount of \$3,890.00 per memo dated March 24, 2022 from Adam Smith, Superintendent of Water & Sewer.

SOMERS TOWN BOARD
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5. Authorize the Supervisor to execute the:
- a. New York State Transportation Services Contract, for the period of April 1, 2022 through March 31, 2023 per memo dated April 15, 2022 from Barbara Taberer, Seniors and Nutrition Program Director.
 - b. The annual proposal for Engineering Support from Woodard & Curran for 2022 based on the updated 2022 rate table, dated March 17, 2022.
 - c. The annual proposal for Planning Department Support from Woodard & Curran for 2022 with an estimated average cost of \$7,000 per month, dated February 24, 2022.
 - d. The annual proposal for Planning, Review and Development Services from Planning & Development Advisors for 2022 with no change in fees from 2021, dated March 7, 2022.

SOMERS TOWN BOARD
REGULAR MEETING - 7:00pm
THURSDAY, APRIL 21, 2022
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2022 Calendar

April 21, 2022	7:00pm	Town Board Regular Meeting Public Hearing: <u>(Via In-Person and Remote Access)</u> Proposed Local Law to add a new Chapter to the CODE of the Town of Somers with regard to the provisions of the NYStretch Energy Code-2020.
May 5, 2022	7:00pm	Town Board Work Session
May 12, 2022	7:00pm	Town Board Regular Meeting
June 2, 2022	7:00pm	Town Board Work Session
June 9, 2022	7:00pm	Town Board Regular Meeting
July 7, 2022	7:00pm	Town Board Work Session
July 14, 2022	7:00pm	Town Board Regular Meeting

4/20/2022 3:59 PM
Z:\Supervisor\kdelucia\TB Agendas\2022\Apr 21 2022 Regular Meeting.docx

Sent to:
TB, TA, TC
4/15/22
KD

PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE that the Town of Somers will conduct a public hearing on April 21, 2022 at 7:00 p.m. at the Town House, 335 Route 202, Somers, New York on a proposed Local Law to add a new Chapter to the CODE of the Town of Somers with regard to the provisions of the NYStretch Energy Code-2020.

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

By Order of the Town Board
of the Town of Somers

Patricia Kalba
Town Clerk

Dated: April 7, 2022

Telephone
(914) 277-3539

FAX
(914) 277-3790

Thomas J. Tooma, Jr.
Building Inspector

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

**TOWN HOUSE
ANNEX
337 ROUTE 202
SOMERS, NY 10589**



MEMO TO: Town Board

FROM: Thomas J. Tooma, Jr.

RE: NYStretch Energy Code – 2020, v 1.0

DATE: March 3, 2022

Energy Environment Committee Chairman Don Bleasdale and I have discussed the Town's adoption of the NYStretch Energy Code. As suggested by our Town Attorney, North Salem was consulted as they recently adopted this. In addition, I have reviewed the presentation that Michael DeWein, NYSERDA consultant of the Energy Conservation Construction Code presented to you at your February 3rd meeting. As a result of the aforementioned, I am recommending that the Town proceed with the process to adopt the NYStretch Energy Code.

cc: Don Bleasdale, Chair
Somers Energy Environment Committee

Sent to: TB, TA, TC
3/3/22 KD

Kim DeLucia

From: Denise Schirmer
Sent: Thursday, March 3, 2022 12:09 PM
To: Kim DeLucia
Cc: Don Bleasdale
Subject: FW: NY Stretch code

Hi Kim,

Please share with the Town Board as this is on the agenda for this evening.

Thank you.

Denise

From: Ken Kearney <kkearney@kearneyrealtygroup.com>
Sent: Thursday, March 3, 2022 12:05 PM
To: dfbleasdale@gmail.com; Denise Schirmer <dschirmer@somersny.com>
Subject: NY Stretch code

Don,
I am writing to support your efforts to have The Town of Somers adopt the NY Stretch Code into their current building code.
Sean and I utilize numerous initiatives from NYSEDA and all of our projects are LEED certified with most reaching the Gold Level.
We recently incorporated an EV charging station at Crossroads Plaza and it has been quite popular as well.
Our business continues to move in the direction of more sustainable and energy saving measures and the adoption of the NY Stretch Code by the Town of Somers would be consistent with that movement.
Thanks

--
Ken Kearney

Kearney Realty & Development Group
P.O. Box 925
Baldwin Place, New York 10505
Phone: (845) 306-7705
Fax: (845) 306-7707
Email: KKearney@KearneyRealtyGroup.com

Sent to: TB/TA/TC 2/7/22
3/2/22 KA

NYStretch Energy Code—2020, v1.0

Adoption Guide



NEW YORK
STATE OF
OPPORTUNITY

NYSERDA



1. Introduction

The New York State Energy Conservation Construction Code (State Energy Code) establishes energy conservation standards for the design and construction of all public and private buildings in the State. The State Energy Code is adopted by the State Fire Prevention and Building Code Council (Code Council) pursuant to Article 11 of the Energy Law and is applicable across the State. However, Article 11 of the Energy Law authorizes municipalities to adopt local energy conservation construction codes (Local Energy Codes) that are more stringent than the State Energy Code.

The New York State Energy Research and Development Authority (NYSERDA) developed a publication entitled NYStretch Energy Code – 2020, Version 1.0 (NYStretch) that modifies certain provisions of the 2018 International Energy Conservation Code and ASHRAE 90.1-2016, which if adopted, are deemed to modify the State Energy Code in the same way. NYSERDA designed NYStretch to allow a municipality to adopt a Local Energy Code that is the State Energy Code as modified by NYStretch (a Local Energy Code that is the State Energy Code as modified by NYStretch, is hereinafter referred to as a NYStretch Local Energy Code). Cost and savings analyses commissioned by NYSERDA demonstrate that a NYStretch Local Energy Code improves efficiency by 10 to 12% as compared to the State Energy Code alone.

This Adoption Guide provides an overview of the New York State law relevant to adopting Local Energy Codes and includes a sample model resolution and local law that municipalities can use, in consultation with the municipality's attorney, for preparing to adopt a NYStretch Local Energy Code. The municipality's attorney should work with building department staff when adopting a NYStretch Local Energy Code. This Adoption Guide is provided for reference and example purposes only and does not constitute legal advice. Any municipality considering NYStretch Local Energy Code adoption should consult with its attorney for legal advice.

2. NYSERDA Support

Upon request, NYSERDA staff or Regional NYStretch Circuit Riders can provide support to communities or community groups interested in adopting NYStretch Local Energy Code. This can include presentations to planning committees, elected officials or at public hearings, and assistance with preparing proposed local laws. Contact codes@nyserda.ny.gov for more information.

3. Adopting NYStretch

To understand how NYStretch works, it is important to know how the State Energy Code works. The State Energy Code is a regulation that is adopted by the Code Council and found in Part 1240 of Title 19 of the New York Codes, Rules, and Regulations (NYCRR) and in the publications that are incorporated by reference in Part 1240. Currently, those primary publications include the 2020 edition of the Energy Conservation Construction Code of New York State (the 2020 ECCCNY) and the 2016 edition of the Energy Standard for Buildings Except Low-Rise Residential Buildings (ASHRAE 90.1-2016). Part 1240 includes Section 1240.3 that makes changes to certain provisions in ASHRAE 90.1-2016. As a result, the State Energy Code consists of the 2020 ECCCNY and ASHRAE 90.1-2016, as modified by Section 1240.3.¹

The 2020 ECCCNY has two main parts: the 2020 ECCCNY Commercial Provisions (which are applicable to commercial buildings) and the 2020 ECCCNY Residential Provisions (which are applicable to residential buildings).² In general, all commercial buildings must comply with the 2020 ECCCNY Commercial Provisions and all residential buildings must comply with the 2020 ECCCNY Residential Provisions. However, the 2020 ECCCNY Commercial Provisions provide that in certain cases, the owner of a commercial building may choose to comply with ASHRAE 90.1-2016 (as modified by Section 1240.3) rather than the 2020 ECCCNY Commercial Provisions.

NYStretch is deemed to make changes to the 2020 ECCCNY and additional changes to ASHRAE 90.1-2016. More specifically, Part 1 of NYStretch makes changes to the 2020 ECCCNY Commercial Provisions, Part 2 of NYStretch makes changes to ASHRAE 90.1-2016, and Part 3 of NYStretch makes changes to the 2020 ECCCNY Residential Provisions. Provisions in the 2020 ECCCNY and ASHRAE 90.1-2016 that are unmodified by NYStretch remain in effect.

¹Certain other publications (or referenced standards) are identified and incorporated by reference in 19 NYCRR Part 1240. Those referenced standards are also parts of the State Energy Code.

²The terms “residential buildings” and “commercial buildings” are defined in 19 NYCRR Part 1240.

A municipality can adopt a NYStretch Local Energy Code by adopting a local law that provides, in effect, that:

1. the Local Energy Code in the municipality will be the State Energy Code as modified by NYStretch
2. commercial buildings must comply with the 2020 ECCCNY Commercial Provisions as modified by Part 1 of NYStretch (or, where permitted by the 2020 ECCCNY Commercial Provisions as modified by Part 1 of NYStretch, with ASHRAE 90.1-2016 as modified by Section 1240.3 and further modified by Part 2 of NYStretch)
3. residential buildings must comply with the 2020 ECCCNY Residential Provisions as modified by Part 3 of NYStretch

It is strongly recommended that the local law include the actual text of Parts 1, 2, and 3 of NYStretch, and not simply refer to those provisions or incorporate those provisions by reference.

The steps to adopt a local law that establishes a NYStretch Local Energy Code in a municipality are the same as any other local law, including adherence to the procedures detailed in Article 3 of the Municipal Home Rule Law and the requirements of the State Environmental Quality Review Act (SEQRA). For detailed instructions on adopting a local law, the New York State Department of State (DOS) provides a useful guidance document, entitled *Adopting Local Laws in NY State*, available at: <https://dos.ny.gov/system/files/documents/2019/05/adoptinglocallawsinnewyorkstate.pdf>.

While this Adoption Guide focuses on using a local law to adopt a NYStretch Local Energy Code, certain municipalities may wish to use an ordinance. Any municipality wishing to adopt a NYStretch Local Energy Code (or any other Local Energy Code) should consult with the municipality's attorney for legal advice regarding the appropriate type of legislation to use, drafting such legislation, and all steps required to adopt such legislation.

4. Filing a Copy of the NYStretch Local Energy Code with the Code Council

Any municipality that adopts a NYStretch Local Energy Code (or any other Local Energy Code), whether by adopting a local law or ordinance, must comply with all laws applicable to adopting a local law or ordinance and must also comply with the requirements of Section 11-109 of the Energy Law. Specifically, the municipality must file a copy of its Local Energy Code with the Code Council.

The Code Council is legally located within the Department of State. A copy of the Local Energy Code must be filed with the Code Council by submission through the Department of State's Division of Building Standards and Codes (DBSC). DBSC developed a form (Filing to the State Fire Prevention and Building Code Council of More Stringent Local Energy Conservation Construction Code) that can be used to file a copy of a Local Energy Code with the Code Council pursuant to Section 11-109 of the Energy Law. The form is available at [Filing to the State Fire Prevention and Building Code Council of More Stringent Local Energy Conservation Construction Code](#) and included in Appendix B of this document.

It is important to note that the filing required by Section 11-109 of the Energy Law is in addition to other filing(s) required by other applicable law(s). For example, if a municipality adopts a Local Energy Code by adopting a local law, the municipality must file that local law with the Department of State's State Records Unit, pursuant to the Municipal Home Rule Law (see Appendix D of this document). In addition, the municipality must file a copy of that local law with the Code Council. Filing a copy of the local law with the Department of State's State Records Unit pursuant to the Municipal Home Rule Law does not satisfy the requirement of filing the Local Energy Code with the Code Council pursuant to Section 11-109 of the Energy Law.

The Filing to the State Fire Prevention and Building Code Council of More Stringent Local Energy Conservation Construction Code form strongly recommends that the following documentation be provided to DBSC:

1. a complete copy of the Local Energy Code
2. a detailed description of the Local Energy Code
3. a detailed description of the provisions in the State Energy Code that are changed by the Local Energy Code and of the provisions not contained in the State Energy Code that are added by the Local Energy Code
4. a detailed description of the reasons why the municipality believes the provisions of the Local Energy Code are more restrictive than the State Energy Code

Where a municipality adopts a NYStretch Local Energy Code that makes all the changes described in NYStretch **and no other changes**, the municipality should consider providing the following in its Filing to the State Fire Prevention and Building Code Council of More Stringent Local Energy Conservation Construction Code form (NYSERDA offers resources to support this):

- As a description of the municipality's NYStretch Local Energy Code and the provisions in the State Energy Code that have been changed by the NYStretch Local Energy Code, and of the provisions not contained in the State Energy Code that have been added by the NYStretch Local Energy Code, a statement substantially similar to the following: "The Municipality's Local Energy Code is the State Energy Code as modified by NYStretch Energy Code—Version 1.0. All changes described in NYStretch 1.0 have been made, and no other changes have been made."
- As the description of the reasons why the municipality believes the provisions of the NYStretch Local Energy Code are more restrictive than the State Energy Code: (1) a statement referring to the cost-effectiveness analysis provided by NYSERDA demonstrating that the State Energy Code, as modified by NYStretch Version 1.0, is more stringent than the State Energy Code; and (2) copies of that analysis.

Where a municipality adopts a NYStretch Local Energy Code **that makes changes to NYStretch**, the municipality should consider providing the following in its Filing to the State Fire Prevention and Building Code Council of More Stringent Local Energy Conservation Construction Code form (NYSERDA offers resources to support this):

- As a description of the municipality's NYStretch Local Energy Code and the provisions in the State Energy Code that have been changed by the NYStretch Local Energy Code, and of the provisions not contained in the State Energy Code that have been added by the NYStretch Local Energy Code, a statement substantially similar to the following: "The Municipality's Local Energy Code is the State Energy Code as modified by NYStretch Energy Code—Version 1.0. All changes described in NYStretch 1.0 have been made with the following exceptions: [the municipality lists the exceptions]."
- As the description of the reasons why the municipality believes the provisions of the NYStretch Local Energy Code are more restrictive than the State Energy Code: (1) a statement referring to the cost-effectiveness analysis provided by NYSERDA demonstrating that the State Energy Code, as modified by NYStretch Version 1.0, is more stringent than the State Energy Code; (2) copies of that analysis; and (3) a detailed description of why the municipality believes any provisions in its NYStretch Local Energy Code that reflect changes to NYStretch are more restrictive than the State Energy Code.

All information, content, and materials are for general informational purposes only and not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to any legal matter. You should not act or refrain from acting based on information provided herein without first seeking legal advice. Use of, and access to this information does not create an attorney-client relationship between the reader or user and the authors. All liability with respect to actions taken or not taken based on the contents provided herein are hereby expressly disclaimed.

As described in Section 11-109 of the Energy Law, if the municipality files a copy of its Local Energy Code with the DBSC in the manner described above **within 30 days of promulgation or adoption**, the municipality may enforce its Local Energy Code on the date it becomes effective and may continue to do so until and unless the Code Council determines that the municipality's Local Energy Code is not more stringent than the State Energy Code. If the municipality files a copy of its Local Energy Code with the Code Council **more than 30 days of promulgation or adoption**, the municipality cannot enforce its Local Energy Code until and unless the Code Council determines the municipality's Local Energy Code is more stringent than the State Energy Code.

5. Uniform Code and Conflicts with NYStretch

The New York State Fire Prevention and Building Code (Uniform Code) is a fire prevention and building code adopted by the Code Council pursuant to Article 18 of the Executive Law. The Uniform Code is applicable in all parts of the State except New York City, which has its own construction code.

A change made by NYStretch—Part 3.11, addition of new section R403.6.2 Balanced and HRV/ERV systems (Mandatory)—is a standard for construction that conflicts with the corresponding standard for construction in the Uniform Code. Specifically, the 2020 Residential Code of New York State, Section M1505.4.1. NYStretch, Section R403.6.2 requires the use of an HRV or ERV system in Climate Zones 5 and 6, and any balanced ventilation solution in Climate Zone 4, to satisfy mechanical ventilation requirements in new construction. However, the 2020 Residential Code of New York State, Section M1505.4.1, allows for ventilation to be provided using either exhaust only, supply only, or a balanced combination of the two.

This is significant because Article 18 of the Executive Law provides that the provisions of the Uniform Code supersede any other provision of a general, special or local law, ordinance, administrative code, rule or regulation that is inconsistent or in conflict with the Uniform Code. Therefore, any provision in a NYStretch Local Energy Code that is inconsistent or in conflict with any provision in the Uniform Code will be superseded by the provision in the Uniform Code.

Article 18 of the Executive Law authorizes a local government (county, city, town, or village) to adopt a standard for construction that is higher or more restrictive than the corresponding provision of the Uniform Code. However, a local government that adopts such a higher or more restrictive local standard (MRLS) for construction must notify the Code Council that it has done so and petition the Code Council for an affirmative determination that the local standard is, in fact, more restrictive than the Uniform Code. In addition, the local government must demonstrate, and the Code Council must find, that the MRLS is reasonably necessary because of special conditions prevailing within the local government.³ The notice and petition must be filed by the appropriate local government official and must be filed within 30 days of adoption of the MRLS by the local government. The local government cannot enforce the MRLS until and unless the Code Council approves or adopts the MRLS.

Any municipality that adopts a NYStretch Local Energy Code should consider, in consultation with the municipality's attorney and building department, whether the municipality should follow the procedures in Article 18 of the Executive Law relating to submitting a petition for approval of the MRLS for any provision(s) in the NYStretch Local Energy Code that the municipality identifies as potentially being inconsistent or in conflict with the Uniform Code, such as Section R403.6.2.

See Executive Law section 379 and DBSC's website at <https://dos.ny.gov/state-fire-prevention-and-building-code-council#more-restrictive-local-standards> for additional information. See also Appendix C of this document.

If a municipality elects not to follow the procedures in Article 18 of the Executive Law described above, then municipalities may elect to adopt a NYStretch Local Energy Code and omit Section R403.6.2 from that adoption. In doing so, the municipality will still retain eligibility to complete the Clean Energy Communities Leadership Round, NYStretch Energy Code High Impact Action.

³ The Code Council must also find that the MRLS conforms with accepted engineering and fire prevention practices and the purposes of Article 18.

6. Appendices

- A. Sample Model Resolution and Local Law: An example of a local law to be adopted by a municipality to establish the State Energy Code, as modified by NYStretch Version 1.0, as the municipality's Local Energy Code. This model local law should be considered in consultation with the municipality's attorney and should be revised as necessary to meet the specific needs and circumstances of the municipality.
- B. Required DOS Form: Filing to the State Fire Prevention and Building Code Council of More Stringent Local Energy Conservation Construction Code. A form-fillable pdf with instructions for filing the necessary document is available at: <https://dos.ny.gov/system/files/documents/2021/05/2094-f.pdf>.
- C. Notice and Petition Relating to More Restrictive Construction Standards (Uniform Code – Executive Law §379). Also available at: https://dos.ny.gov/system/files/documents/2019/12/notice_-and_petition_379.pdf.
- D. Local Law Filing Form: The form prescribed by the Department of State's State Records Unit for filing a local law with that Unit pursuant to the Municipal Home Rule Law. Also available at: <https://dos.ny.gov/system/files/documents/2021/06/0239-f-l.pdf>.

Appendix A. Sample Model Resolution and Local Law

Jurisdiction Name: City/Town/Village/County, NY

[Municipal Governing Body] [Resolution Reference Number]

Resolution to Adopt Amendments to Article [# pertaining to e.g., Building Code, Building Energy Code, Energy Conservation, etc.] [or “to Add provisions for a local energy code under Article #”] of the [Municipal] Code

Information

Department:

[MUNICIPALITY] Attorney

Sponsors:

[Chief Executive of Municipality]

Category:

Local Laws

Functions:

None

Financial Impact

None.

Body

WHEREAS, to prevent a statewide patchwork of stricter energy codes, the New York State Energy Research and Development Authority (NYSERDA) developed the NYStretch Energy Code–2020 (NYStretch);

WHEREAS, a stretch energy code is simply more stringent than the minimum base energy code that can be voluntarily adopted by local jurisdictions. NYStretch is a model stretch code that is 10 to 12% more efficient than the minimum requirements of the 2020 Energy Conservation Construction Code of New York State (2020 ECCCNY);

WHEREAS, some New York State municipalities have adopted stricter energy standards to ensure reduced energy costs for residents and businesses;

WHEREAS, under NY Energy Law § 11-109, the [Municipality] of [Name of Municipality] is authorized to adopt a local energy code more stringent than the 2020 ECCCNY;

WHEREAS, [additional clauses entered by municipality as deemed necessary regarding introduction of NYStretch];

[next page]

WHEREAS, the [Municipal Governing Body] is considering [either “**amending provisions of Article #** [pertaining to e.g., Building Code, Building Energy Code, Energy Conservation Code, etc.]” or “**to add provisions for a local energy code under Article #**”] of the [Municipality] Code;

WHEREAS, a public hearing was held on [DATE], at which time all persons either for or against said amendments were heard;

WHEREAS, the [Municipal Governing Body] has determined that the proposed legislative action is an “Unlisted” action pursuant to Article 8 of the Environmental Conservation Law of the State of New York, and the regulations promulgated thereunder at 6 NYCRR 617 (collectively, “SEQRA”);

WHEREAS, the [Municipal Governing Body], as Lead Agency, has completed the SEQRA process which has resulted in a [Negative Declaration /or/ Final EIS and Findings Statement] dated _____;

RESOLVED, that Local Law No. [#] of [YEAR] is hereby adopted as follows: LOCAL LAW NO. [#] OF [YEAR]

A LOCAL LAW [either “**amending provisions of Article #** [pertaining to e.g., Building Code, Building Energy Code, Energy Conservation, etc.]” or “**adding provisions for a local energy code under Article #**”] of the [Municipality] Code;

BE IT ENACTED by the [Municipal Governing Body] of [Municipality] as follows:

Section 1. Recitals and Legislative Intent

The New York State Energy Conservation Construction Code (hereinafter referred to as the “State Energy Code”) is adopted by the State Fire Prevention and Building Code Council (hereinafter referred to as the “Code Council”) pursuant to Article 11 of the Energy Law.

The State Energy Code includes the provisions contained in Part 1240 of Title 19 of the New York Codes, Rules and Regulations (hereinafter referred to as “Part 1240”) and the publications incorporated by reference in Part 1240.

The publications currently incorporated by reference in Part 1240 include, but are not limited to, the 2020 edition of the Energy Conservation Construction Code of New York State (hereinafter referred to as the “2020 ECCCNYS”) and the 2016 edition of ASHRAE 90.1 (hereinafter referred to as “ASHRAE 90.1-2016”).

The 2020 ECCCNYS is based on the 2018 edition of a publication entitled International Energy Conservation Code (hereinafter referred to as the “2018 IECC”).

The New York State Energy Research and Development Authority (hereinafter referred to as NYSERDA) has issued a publication entitled NYStretch Energy Code 2020, Version 1.0, dated July 2019 (hereinafter referred to as NYStretch). NYStretch modifies (i.e., amends, replaces, replaces and renames, or adds to) certain sections, certain tables, and a certain appendix in the 2018 IECC; adds certain sections, certain tables, and certain appendices to the 2018 IECC; modifies (i.e., adds to, amends, or replaces) certain sections and certain tables in ASHRAE 90.1-2016; and adds certain new sections to ASHRAE 90.1-2016.

Studies commissioned by NYSERDA indicate that modifying the State Energy Code in the manner contemplated by NYStretch can result in significant savings in energy usage and energy costs.

Article 11 of the Energy Law authorizes municipalities to adopt local energy conservation construction codes that are more stringent than the State Energy Code.

The [City / Town / Village / County] of _____ desires to adopt as its local energy conservation construction code the State Energy Code as modified in the manner contemplated by NYStretch.

Section 2. Adoption of Local Energy Conservation Construction Code

The [City / Town / Village / County] of _____ hereby adopts, as its local energy conservation construction code, the State Energy Code as modified in the manner contemplated by NYStretch. Such local energy conservation construction code shall consist of the provisions currently set forth in Part 1240 and in the publications currently incorporated by reference in Part 1240; provided, however, that the 2020 ECCCNY and ASHRAE 90.1-2016 shall be deemed to be modified as follows:

- (a) in each case where a section, table, or appendix in the 2018 IECC is modified by NYStretch, the corresponding section, table, or appendix in the 2020 ECCCNY shall be deemed to be modified in the same manner [subject to the following exception:
 - (i) the modification made by NYStretch to [section / table / appendix] _____ of the 2018 IECC shall not be deemed to be made to the corresponding [section / table / appendix] in the 2020 ECCCNY];
- (b) in each case where a section, table, or appendix is added to the 2018 IECC by NYStretch, such section, table, or appendix shall be deemed to be added to the 2020 ECCCNY [subject to the following exception:
 - (i) [section / table / appendix] _____ added to the 2018 IECC by NYStretch shall not be deemed to be added to the 2020 ECCCNY];

(c) each section or table in ASHRAE 90.1-2016 that is modified by NYStretch shall be deemed to be so modified [subject to the following exception:

(i) the modification made by NYStretch to [section / table] ____ of ASHRAE 90.1-2016 shall not be deemed to be made to ASHRAE 90.1-2016]; and

(d) each section added to ASHRAE 90.1-2016 by NYStretch shall be deemed to be added to ASHRAE 90.1-2016 [subject to the following exception:

(i) section ____ added to ASHRAE 90.1-2016 by NYStretch shall not be deemed to be added to ASHRAE 90.1-2016].

A copy of NYStretch is annexed hereto and made part hereof.

Section 3. Applicability

The local energy conservation construction code, as hereby adopted, shall be applicable to all buildings constructed, substantially renovated, or altered in the [City / Town / Village / County] of _____ on or after the effective date of this local law and to all additions to buildings in the [City / Town / Village] of _____ made on or after the effective date of this local law. However, pursuant to Energy Law § 11-109(2):

(a) if a copy of this local law is filed with the New York State Department of State, Division of Building Standards and Codes, as Secretariat for the Code Council, within 30 days after adoption of this local law, and if the Code Council shall subsequently determine that the local energy conservation construction code as hereby adopted is not more restrictive than the State Energy Code, then on and after the date of such determination the local energy conservation construction code as hereby adopted shall no longer be enforced and the State Energy Code shall be applicable and shall be enforced in the [City / Town / Village / County] of _____; and

(b) if a copy of this local law is not filed with the New York State Department of State, Division of Building Standards and Codes, as Secretariat for the Code Council, within 30 days after adoption of this local law, then the local energy conservation construction code as hereby adopted shall not be enforceable until and unless the Code Council shall determine that such local energy conservation construction code is more restrictive than the State Energy Code, and until and unless the Code Council shall make such determination the State Energy Code shall be applicable and shall be enforced in the [City / Town / Village County] of _____.

Section 4. Severability

If any section, subsection, subdivision, paragraph, clause or phrase in this local law, or any part thereof, is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this local law, or any part thereof. The [City or Common Council/Town Board/Village Board] hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase of this local law, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases may be declared invalid or unconstitutional.

Section 5. Authority

This local law is adopted pursuant to Energy Law § 11-109(1) and Municipal Home Rule Law § 10.

Section 6. Effective Date

This local law shall take effect upon filing with the Secretary of State pursuant to the Municipal Home Rule Law.

Adoption Guide



Appendix B. Required DOS Form—Filing to the State Fire Prevention and Building Code Council of More Stringent Local Energy Conservation Construction Code



Building Standards and Codes

Department of State
Division of Building Standards and Codes
One Commerce Plaza
99 Washington Avenue, Suite 1160
Albany, NY 12231-0001
Phone: (518) 474-4073
Fax: (518) 486-4487
www.dos.ny.gov

Filing to the State Fire Prevention & Building Code Council of More Stringent Local Energy Conservation Construction Code (Energy Code – Energy Law § 11-109)

INSTRUCTIONS TO FILER:

Complete this form to file a more stringent local energy conservation construction code than the State Energy Conservation Construction Code ("Energy Code") with the State Fire Prevention & Building Code Council ("Code Council") pursuant to Energy Law §11-109.

Please note that if the filing is submitted within thirty (30) days of the promulgation or adoption of the local code or amendments or revision thereof, then the Municipality may enforce such local code, amendment, or revision until and unless the Code Council determines that such local code, amendment, or revision is not more restrictive than the Energy Code. **If the filing is not submitted within such thirty (30) day time period, then the Municipality may not enforce such local code, amendment, or revision until and unless the Code Council determines that such local code, amendment, or revision is more restrictive than the Energy Code.¹**

MUNICIPALITY INFORMATION:

This Filing relates to a local energy conservation construction code, or any amendment or revision thereof, promulgated or adopted by the following Municipality²:

FILER INFORMATION:

This Filing is submitted by the Filer named below (the "Filer"):

- ☐ Filer is the Chief Executive Officer of the Municipality.
☐ The Municipality has no Chief Executive Officer. Filer is the Chairperson of the Legislative Body of the Municipality.
☐ Other (specify):

Name of Filer:

Title of Filer: ☐ Mayor ☐ Supervisor ☐ Chairperson of Legislative Body
☐ Other (specify)

Address:

Telephone Number: Fax Number: Email Address:
() - () -

¹ See Energy Law §11-109(2).

² A "municipality" is a county, city, town, village, school district, or district corporation. See Energy Law §11-102(12).

Adoption Guide



LOCAL ENERGY CONSERVATION CONSTRUCTION CODE INFORMATION:

This Filing relates to the Municipality's local energy conservation construction code, or any amendments or revisions thereof, entitled: _____.

☐ A true and complete copy of the local energy conservation construction code, or any amendments or revisions thereof, is included herewith and labeled **Exhibit A**.

Date of promulgation or adoption of the Municipality's local energy conservation construction code, or any amendments or revisions thereof: _____.

ADDITIONAL DOCUMENTATION:

List here any additional documentation. The Department of State strongly recommends that the Municipality provide a detailed description of (1) the local energy conservation construction code promulgated or adopted by the Municipality, or any amendments or revisions thereof; (2) the corresponding provisions imposed by the Energy Code; and (3) the reasons why the Municipality believes the provisions of the local energy conservation construction code promulgated or adopted by the Municipality, or any amendments or revisions thereof, are higher or more restrictive than the Energy Code. However, do not fail to file a copy of the local energy conservation construction code, or any amendment or revision thereof, within thirty (30) days after promulgation or adoption of such local energy code, or any amendment or revision thereof.³

Exhibit B _____ (document name)

Exhibit C _____ (document name)

Exhibit D _____ (document name)

Dated: _____

Signature of Filer

Print or Type Name and Title of Filer

Please submit this Filing form, all exhibits, and any additional documentation to:

Assistant Director for Code Development
NYS Department of State, Division of Building Standards and Codes
99 Washington Ave., Suite 1160
Albany, New York 12231

Or by email to: Dos.sm.codes.codedevelopment@dos.ny.gov.

When submitting petitions via email, type "**Local Energy Code**:" in the subject line followed by the name of the Municipality and the Local Law # or Ordinance #. (Example: **Local Energy Code: Town of Anywhere, Local Law #6 of 2017**). Electronic submissions are strongly encouraged.

If you have questions concerning submission requirements, please call the Code Development Unit at (518) 474-4073, option 3, e-mail at Dos.sm.codes.codedevelopment@dos.ny.gov or fax at (518) 486-4487.

³ Please consult with the Municipality's attorney when submitting a Filing more than thirty (30) days after promulgation or adoption of the local energy conservation construction code, or any amendment or revision thereof.

Adoption Guide



Appendix C. Notice and Petition Relating to More Restrictive Construction Standards



Building Standards and Codes

New York State
Department of State
Division of Building Standards
and Codes
One Commerce Plaza
99 Washington Avenue, Suite 1160
Albany, NY 12231-0001
Phone: (518) 474-4073
Fax: (518) 486-4487
www.dos.ny.gov

Notice and Petition Relating to More Restrictive Construction Standards (Uniform Code – Executive Law § 379)

INSTRUCTIONS TO PETITIONER:

Complete this Notice and Petition in its entirety and submit as indicated in PART 6. All "Exhibits" required in PART 4 must be included and correctly labeled.

PART 1: MUNICIPALITY INFORMATION:

This Notice and Petition relates to a Local Law or Ordinance enacted or adopted by the following local government or county (the "Municipality"):

☐ City ☐ Town ☐ Village of _____ or ☐ County of Nassau.

Address: _____

PART 2: LOCAL LAW OR ORDINANCE INFORMATION:

This Notice and Petition relates the Municipality's: ☐ Local Law ☐ Ordinance No. _____ of 20____.

Date of enactment or adoption of the Local Law or Ordinance by Legislative Body: _____

Local Law only: Date of filing of Local Law pursuant to Municipal Home Rule Law: _____¹

PART 3: PETITIONER INFORMATION:

This Notice and Petition is filed by the Petitioner named below (the "Petitioner").

☐ Petitioner is the Chief Executive Officer of the Municipality.

☐ The Municipality has no Chief Executive Officer. Petitioner is the Chairperson of the Legislative Body.²

Name of Petitioner: _____

Title of Petitioner: ☐ Mayor ☐ Supervisor ☐ Chairperson of Legislative Body

☐ Other (specify) _____

Telephone Number: _____ Fax Number: _____ Email Address: _____

() - () - _____

¹ Executive Law § 379(1) provides that the Notice and Petition relating to a local law or ordinance that imposes more restrictive standards for construction must be submitted within thirty days of such enactment or adoption by the Legislative Body. Please note that the thirty-day time period begins on the date of enactment or adoption by the Legislative Body, and not on (1) the date the local law or ordinance is approved by the Chief Executive Officer, or (2) the effective date of the local law or ordinance, or (3) the date on which the local law is filed with the Department of State's Division of Corporations, State Records, and Uniform Code pursuant to the Municipal Home Rule Law. Please note also that the Code Council may deny a request to adopt (approve) a more restrictive construction standard if the Notice and Petition is untimely. Please consult with the Municipality's attorney before submitting a Notice and Petition more than thirty (30) days after enactment or adoption of the local law or ordinance by the Legislative Body.

² Executive Law § 379(1) provides that "(w)ithin thirty days of such enactment or adoption, the chief executive officer, or if there be none, the chairman of the legislative body of such local government, shall so notify the council, and shall petition the council for a determination of whether such local laws or ordinances are more stringent than the standards for construction applicable generally to such local government in the uniform code." The Code Council may deny a request to adopt (approve) a more restrictive construction standard if the Notice and Petition is not submitted by the chief executive officer of the Municipality (or, if there is no chief executive officer, by Chair of the Legislative Body of the Municipality).

Adoption Guide



PART 4: NOTICE AND PETITION:

TO: The State Fire Prevention and Building Code Council (the "Code Council")
c/o New York State Department of State, Division of Building Standards and Codes

Notice of Enactment or Adoption. Please take notice that the Legislative Body of the Municipality enacted or adopted the Local Law or Ordinance described above (the "Local Law or Ordinance") on the "date of enactment or adoption" indicated above.

☐ A true and complete copy of the Local Law or Ordinance is included herewith and labeled **Exhibit A.**

Petition for Determination. The undersigned Petitioner hereby petitions the Code Council for a determination that the standards for construction imposed by the Local Law or Ordinance are more stringent than the standards for construction applicable generally to the Municipality in the New York State Uniform Fire Prevention and Building Code (the "Uniform Code").

☐ A detailed description of (1) the standards for construction imposed by the Local Law or Ordinance; (2) the corresponding standards imposed by the Uniform Code; and (3) the reasons why the Municipality believes the standards for construction imposed by the Local Law or Ordinance are more restrictive than the standards imposed by the Uniform Code is included herewith and labeled **Exhibit B.**

Special Conditions. The undersigned Petitioner hereby requests that the Code Council find that the higher or more restrictive standards for construction imposed by the Local Law or Ordinance are reasonably necessary because of special conditions prevailing within the Municipality.

☐ A detailed description of (1) the special conditions prevailing within the Municipality including documentation verifying its existence and (2) the reasons why the Petitioner and the Municipality believe that such special conditions make the higher or more restrictive standards imposed by the Local Law or Ordinance reasonably necessary is included herewith and labeled **Exhibit C.**³

Conformance with Accepted Practices. The undersigned Petitioner hereby requests that the Code Council find that the standards for construction imposed by the Local Law or Ordinance conform with accepted engineering and fire prevention practices.

☐ A detailed description of the reasons why the Petitioner and the Municipality believe that such standards for construction conform with accepted engineering and fire prevention practices is included herewith and labeled **Exhibit D.**⁴

Conformance with Purposes of Article 18. The undersigned Petitioner hereby requests that the Code Council find that the standards for construction imposed by the Local Law or Ordinance conform with the purposes of Article 18 of the Executive Law.

☐ A detailed description of the reasons why the Petitioner and the Municipality believe that such standards for construction conform with the purposes of Article 18 is included herewith and labeled **Exhibit E.**⁵

³ The Code Council cannot adopt (approve) higher or more restrictive standards for construction enacted or adopted by a municipality unless the Code Council finds that such higher or more restrictive standards are reasonably necessary because of special conditions prevailing within the municipality. See Executive Law § 379(2).

⁴ The Code Council cannot adopt (approve) higher or more restrictive standards enacted or adopted by a municipality unless the Code Council finds that such higher or more restrictive standards conform with accepted engineering and fire prevention practices. See Executive Law § 379(2).

⁵ The Code Council cannot adopt (approve) higher or more restrictive standards enacted or adopted by a municipality unless the Code Council finds that such higher or more restrictive standards conform with the purposes of Article 18 of the Executive Law. See Executive Law § 379(2).

Adoption Guide



Variance Process.

- ☐ The Municipality has established a process whereby an aggrieved party may request a variance from the construction standards imposed by the Local Law or Ordinance. Such process is:
- ☐ included in the following sections or provisions of the Local Law or Ordinance attached as Exhibit A:
 - ☐ included in a local law, ordinance, rule, or regulation other than the Local Law or Ordinance attached as Exhibit A, a true and complete copy of such other local law, ordinance, rule, or regulation being included herewith and labeled **Exhibit E**.⁶
- ☐ The Municipality has not established a process whereby an aggrieved party may request a variance from the construction standards imposed by the Local Law or Ordinance.

Additional Documentation.

List here all additional documentation submitted in support of this Petition. If more than four additional documents are submitted, attach additional pages to list those additional documents. The Department of State **strongly** recommends that the Municipality provide copies of the minutes and/or transcripts of the meetings or hearings in which the Local Law or Ordinance was discussed and enacted or adopted, particularly if those minutes or transcripts include information relating to the more restrictive nature of the standards imposed by the Local Law or Ordinance, special conditions that make the local standards reasonably necessary, and/or conformance with accepted practices and the purposes of Article 18. However, do not fail to submit this Notice and Petition within 30 days after enactment or adoption of the Local Law or Ordinance by the Legislative Body.

Exhibit G _____ (document name)
Exhibit H _____ (document name)
Exhibit I _____ (document name)
Exhibit J _____ (document name)

⁶ The Municipality's process (if any) for granting a variance from the standards for construction imposed by the Local Law or Ordinance must provide that no variance granted pursuant to such process can reduce any requirement below the level established by the Uniform Code. Neither the Municipality, nor any code enforcement official or other official or employee of the Municipality, nor any variance or appeals board established by the Municipality has the authority to waive, vary, modify or otherwise alter any provision or requirement of Uniform Code. Provisions or requirements of the Uniform Code may be varied or modified only pursuant to procedures established by the Secretary of State pursuant to Section 381(1)(f) of the Executive Law.

Adoption Guide



Request for Adoption / Approval

The undersigned Petitioner hereby requests that the Code Council adopt (approve) the standards for construction imposed by the Local Law or Ordinance. The undersigned Petitioner and the Municipality acknowledge that (1) the Code Council has the power to adopt (approve) such standards in whole or in part; to limit the term or duration of such standards, to impose conditions in connection with the adoption thereof, and to terminate such standards at such times, and in such manner as the Code Council may deem necessary, desirable or proper; and (2) the Local Law or Ordinance cannot be enforced until an affirmative determination by the Code Council.

Dated: _____

Signature of Petitioner (Chief Executive Officer of the Municipality
or Chairperson of Legislative Body of the Municipality)

Print or Type Name and Title of Petitioner

PART 5: MUNICIPALITY CONTACT PERSON IF OTHER THAN PETITIONER:

Name: _____ Title: _____

Telephone Number: (____) _____ - _____ Email address: _____

PART 6: SUBMISSION INFORMATION:

Please submit this Notice and Petition, all required Exhibits, and any additional documentation the Petitioner and the Municipality wish to submit in support of this Notice and Petition to:

Gerard Hathaway, R.A.
Assistant Director for Code Development
NYS Department of State, Division of Building Standards and Codes
99 Washington Ave., Suite 1160
Albany, New York 12231

Or by email to: Dos.sm.codes.codedevelopment@dos.ny.gov.

When submitting petitions via email, type "MRLS:" in the subject line followed by the name of the Municipality and the Local Law # or Ordinance #. (Example: MRLS: Town of Anywhere, Local Law # 5 of 2017)

Electronic submissions are strongly encouraged.

Appendix D. Local Law Filing Form (State Records)

Local Law Filing Instructions

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

PLEASE OBSERVE THESE INSTRUCTIONS FOR FILING LOCAL LAWS WITH THE SECRETARY OF STATE

1. Each local law shall be filed with the Secretary of State within 20 days after its final adoption or approval as required by section 27 of the Municipal Home Rule Law. The cited statute provides that a local law shall not become effective before it is filed in the office of the Secretary of State.
2. Each local law to be filed with the Secretary of State shall be an original certified copy.
3. Each local law shall be filed on a form provided by the Department of State. If additional pages are required, they must be the same size as the form. Typewritten copies of the text may be attached to the form. Only legible copies will be accepted.
4. File only the number, title and text of the local law.
5. In the case of a local law amending a previously enacted local law, the text must be that of the law as amended. Do not include any matter in brackets, with a line through it, italicized or underscored to indicate the changes made. The printed number of the bill and explanatory matter must be omitted.
6. For the purpose of filing a local law with the Department of State, number each local law consecutively, beginning with the number one for the first local law filed in each calendar year. The next number in sequence should be applied to each local law when it is submitted for filing, regardless of its date of introduction or adoption. The date of filing of a local law is the date on which the local law is placed on file by the Department.

It is suggested that municipalities use introductory identifying bill numbers for proposed local laws. After the local law is enacted (and approved by the voters, if required), the local law should then be numbered with the next consecutive local law number, as described above, and then submitted to the Department for filing.

7. Each copy of a local law filed with the Secretary of State shall have affixed to it a certification by the Clerk of the County legislative body or the City, Town or Village Clerk or other officer designated by the local legislative body. Certification forms are provided herewith.
8. A copy of each local law may be mailed or delivered to:
NYS Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231.

(DO NOT FILE THIS INSTRUCTION SHEET WITH THE LOCAL LAW.)

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

Local Law Filing

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

(Select one)

of _____

A local law

(Insert Title)

(Name of Legislative Body)

(Select one)

of _____ as follows:

DOS-0235-1 (Rev. 04/14)

Adoption Guide



(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ (Name of Legislative Body) on _____ 20____, in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ (Name of Legislative Body) on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ (Elective Chief Executive Officer*) and was deemed duly adopted on _____ 20____, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ (Name of Legislative Body) on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ (Elective Chief Executive Officer*) on _____ 20____.

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ (Name of Legislative Body) on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ (Elective Chief Executive Officer*) on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

Adoption Guide



5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

Clerk of the county legislative body, City, Town or Village Clerk or
officer designated by local legislative body

(Seal)

Date: _____



NYSERDA

**New York State
Energy Research and
Development Authority**

17 Columbia Circle
Albany, NY 12203-6399

**toll free: 866-NYSERDA
local: 518-862-1090
fax: 518-862-1091**

**info@nyserda.ny.gov
nyserda.ny.gov**

Sent to: 2/7/22
TB, TA, TC 3/2/22
KD

NYStretch Energy Code-2020

Comparison to 2020 Energy Conservation Construction Code of NYS



NYSERDA



Comparison to 2020 Energy Conservation Construction Code of NYS



The following is a summary of the differences between the 2020 NYStretch Energy Code (NYStretch), the 2020 NYS Energy Code (ECCCNYS-2020), and ASHRAE 90.1 2016. It is not intended to be a replacement for the actual language in the NYStretch Code or the NYS Energy Code. One should always refer to the NYS Energy Code when determining compliance as amended by the 2020 NYStretch Code language.

I. Differences between NYStretch and ECCCNYS-2020: Residential Buildings

Compliance Path Options – ONE of FOUR can be used:

- 1. Prescriptive and REScheck™** – R401 through R404 (Specific Prescriptive R-value or U-factor) and mandatory requirements; regardless of compliance path, REScheck™ software most often used: or
- 2. Passive House** – R401 through R404 and Passive House compliance, or
- 3. ERI Path** – (R406), or
- 4. Simulated Performance Path** – (R405) and mandatory provisions of R401 through R404. Building energy < 80% of the standard reference design

Table R402.1.2 – Envelope (U-factor Table R402.1.4 changed accordingly. Prescriptive, e.g., can be traded.)

Climate Zone 4	Fen U-Factor	SkyLt U-Factor	SHGC	Ceiling R-Val	Wood Wall R-Value	Mass Wall R-Value	Floor R-Val	Bsmt Wall R-value	Slab R-Value/ Depth	Crawl Sp Wall R-Value
Stretch Code	0.27	0.50	.04	49	21 or 20+5 or 13+10	15/20	30 ^a	15/19	10, 4 ft.	15/19
Energy Code	0.32	0.55	0.4	49	20 or 13+5	8/13	19	10/13	10, 2 ft.	10/13

Climate Zone 5	Fen U-Factor	SkyLt U-Factor	SHGC	Ceiling R-Val	Wood Wall R-Value	Mass Wall R-Value	Floor R-Val	Bsmt Wall R-value	Slab R-Value/ Depth	Crawl Sp Wall R-Value
Stretch Code	0.27	0.50	NR	49	21 or 20+5 or 13+10	15/20	30 ^a	15/19	10, 4 ft.	15/19
Energy Code	0.30	0.55	NR	49	20 or 13+5	13/17	30 ^a	15/19	10, 2 ft.	15/19

Climate Zone 6	Fen U-Factor	SkyLt U-Factor	SHGC	Ceiling R-Val	Wood Wall R-Value	Mass Wall R-Value	Floor R-Val	Bsmt Wall R-value	Slab R-Value/ Depth	Crawl Sp Wall R-Value
Stretch Code	0.27	0.50	NR	49	21 or 20+5 or 13+10	15/20	30 ^a	15/19	10, 4 ft.	15/19
Energy Code	0.30	0.55	NR	49	20+5 or 13+10	15/20	30 ^a	15/19	10, 4 ft.	15/19
Option 2	.28	0.55	NR	60	23 cav.	19/21	30 ^a	15/19	10, 4 ft.	15/19

^aAlternatively, insulation sufficient to fill the framing cavity and providing not less than an R-value of R-19.

Provisions in NYStretch that are not in NYS Energy Code

- **R402.2.2 Ceilings without attic spaces (cathedralized).** – In the NYStretch Code, minimum insulation R-value is R-38 uncompressed out over exterior walls rather than R-30. As in the NYS Energy Code, this reduction in R-value is limited to 500 sf or 20% of insulated roof area, whichever is less.
- **Table R402.4.1.1 Insulation installation** – NYStretch Code requires open wall visual inspection to ensure the quality of the insulation installation. This requirement asks for more attention to openings around tub/showers, registers, and Recessed Lighting.
- **R403.3 Ducts** – Ducts in new buildings must be located in conditioned space. Buried ducts can be considered in conditioned space as in the NYS Energy Code, and must be installed/buried as prescribed by the NYS Energy Code. In both NYStretch and the NYS Energy Code, duct leakage testing must be performed where ducts are buried in attic insulation. The threshold is less than or equal to 1.5 cfm per 100 sf conditioned floor area for leakage to outdoors.
- **R403.3.8 Duct sizing** – NYStretch Code specifically requires that ducts must be sized in accordance with ACCA Manual D (**mandatory**).
- **R403.5.4 Drain water heat recovery units** – Drain water heat recovery units must have a minimum efficiency of 40% if installed for equal flow or a minimum efficiency of 52% if installed for unequal flow. Requirements are given for vertical and sloped drain water heat recovery units.
- **R403.5.5 Supply of hot water** – NYStretch Code requires one of the following: 1) maximum allowable pipe length between water heater and fixture; 2) maximum allowable pipe volume between water heater and fixture; 3) drain-water heat recovery; or 4) recirculation system.
- **R403.6.2 Balanced whole house mechanical ventilation** – NYStretch Code requires HRV or ERV in Climate Zones 5 and 6 in every dwelling unit (**mandatory**). In Climate Zone 4, a central fan integrated system with simultaneous supply and exhaust is an option.
- **R403.6.3 Verification of ventilation** – NYStretch Code requires verification of ventilation air flow by approved agency, tested to ACCA HVAC Quality Installation Verification Protocols.
- **R404.1 Lighting** – NYStretch Code requires 90% high-efficacy lighting, with lamps at a minimum of 65 lumens per watt and luminaires at minimum of 45 lumens/watt (**mandatory**).
- **R404.2 Electrical power packages. (Mandatory for newly constructed buildings.) NYStretch Code requires:**
 - A solar-ready zone for newly constructed detached one- and two-family homes and townhomes that have more than 1400 sf of conditioned floor area according to Appendix RA of the NYS Energy Code. The solar-ready zone applies to buildings with at least 600 sf roof area between 110 degrees and 270 degrees of true north. Exceptions are given for buildings shaded more than 70% of daylight hours annually and for those where an on-site renewable energy system is permanently installed. Reserved electric panel space, roof-load calculation and electrical pathway from roof to panel is required.
 - Electric vehicle charging capability for one- and two-family detached homes and townhomes. 208V/240V outlet for each dwelling unit or panel space and conduit for future installation of outlet. For common parking areas, the code requires 1) panel capacity and conduit for future installation of 208/240V outlets for 5% of spaces, but with a minimum of at least one space or 2) 208/240V outlets for 5% of parking spaces with a minimum of at least one space.
- **R404.2 ERI path** – NYStretch requires an ERI of 50 PLUS the NYS Energy Code (as amended) mandatory requirements and R403.5.3; NYS Energy Code requires ERI of 62 – Climate Zone 4, 61 for Zones 5 and 6.
- **R408 Passive House** – An optional compliance path in NYStretch; allows use of either PHIUS or PHI approved software along with ECCCNY-2020 prescriptive AND mandatory requirements. Dwelling unit MUST score a maximum of 9.5 kbtuh/ft²/yr and be blower-door tested to meet air leakage or infiltration rates defined by the passive house entities and NYStretch.

II. Differences between NYStretch and ECCCNY-2020: Commercial Buildings

Compliance Path Options:

- ASHRAE 90.1 2016 Prescriptive Path** – (Sections 5 through 10, as amended by NYStretch) plus section C408 (commissioning) of the NYS Energy Code (as amended by NYStretch) and Appendix CC if mandated by local ordinance (Additional power distribution system packages), or
- ASHRAE 90.1 2016 Energy Cost Budget Method** – (Section 11, as amended by NYStretch) plus Section C408 (commissioning) of the NYS Energy Code (as amended by NYStretch), and Appendix CC if mandated by local ordinance (additional power distribution system packages), or
- ASHRAE 90.1 2016 Appendix G, Performance Rating Method** – (as amended by NYStretch) Section C408 (commissioning) of the NYS Energy Code (as amended by NYStretch), and Appendix CC if mandated by local ordinance (additional power distribution system packages), or
- 2020 Energy Conservation Construction Code (NYS Energy Code), Prescriptive Path** – (Sections C402 through C406 and C408, as amended by NYStretch) and Appendix CC if mandated by local ordinance (additional power distribution system packages).

Prescriptive Path

TABLE C402.1.4 – Comparison ECCCNY-2020/NYStretch, U-factor Method ALSO used for ASHRAE 90.1 Prescriptive Path
OPAQUE THERMAL ENVELOPE ASSEMBLY MAXIMUM REQUIREMENTS, U-FACTOR METHOD^{a, b}

Climate Zone	4		5		6	
	All Other	Group R	All Other	Group R	All Other	Group R
Roofs						
Insulation Entirely above Roof Deck	U-0.032/ U-0.030	U-0.032/ U-0.030	U-0.032/ U-0.030	U-0.032/ U-0.030	U-0.032/ U-0.029	U-0.032/ U-0.029
Metal Buildings	U-0.035	U-0.035	U-0.035	U-0.035	U-0.031/ U-0.028	U-0.031/ U-0.026
Attic and Other	U-0.027/ U-0.020	U-0.027/ U-0.020	U-0.027/ U-0.020	U-0.021/ U-0.020	U-0.021/ U-0.019	U-0.021/ U-0.019
Walls, Above Grade						
Mass^e	U-0.104/ U-0.099	U-0.090/ U-0.086	U-0.90/ U-0.086	U-0.080/ U-0.076	U-0.080/ U-0.076	U-0.071/ U-0.067
Metal Buildings	U-0.052/ U-0.048	U-0.052/ U-0.048	U-0.052/ U-0.048	U-0.052/ U-0.048	U-0.052/ U-0.048	U-0.052/ U-0.048
Metal Framed	U-0.064/ U-0.061	U-0.064/ U-0.061	U-0.064/ U-0.052	U-0.064/ U-0.052	U-0.064/ U-0.047	U-0.064/ U-0.044
Wood Framed and Other^c	U-0.064/ U-0.061	U-0.064/ U-0.061	U-0.064/ U-0.048	U-0.064/ U-0.048	U-0.051/ U-0.048	U-0.051/ U-0.046
Walls, Below Grade						
Below-Grade Wall^c	C-0.119	C-0.119/ C-0.092	C-0.119	C-0.119/ C-0.092	C-0.119/ C-0.092	C-0.119/ C-0.063

Comparison to 2020 Energy Conservation Construction Code of NYS



Climate Zone	4		5		6	
	All Other	Group R	All Other	Group R	All Other	Group R
Floors						
Mass ^d	U-0.076/ U-0.057	U-0.074/ U-0.051	U-0.074/ U-0.057	U-0.064/ U-0.051	U-0.064/ U-0.051	U-0.064/ U-0.051
Joist/Framing	U-0.033	U-0.033	U-0.033	U-0.033	U-0.033/ U-0.027	U-0.033/ U-0.027
Slab-on-Grade Floors						
Unheated Slabs	F-0.54/ F-0.52	F-0.54/ F-0.52	F-0.54/ F-0.52	F-0.54/ F-0.51	F-0.54/ F-0.51	F-0.54/ F-0.434
Heated Slabs	F-0.86 0.64/ F-0.63	F-0.86 0.64/ F-0.63	F-0.79 0.64/ F-0.63	F-0.79 0.64/ F-0.63	F-0.79 0.55/ F-0.63	F-0.69 0.55/ F-0.63
Opaque Doors						
Swinging Door	U-0.061/ U-0.050	U-0.061/ U-0.050	U-0.037	U-0.037	U-0.037	U-0.037
Garage Door < 14% Glazing	U-0.031	U-0.031	U-0.031	U-0.031	U-0.031	U-0.031

For SI: 1 inch = 25.4 mm, 1 pound per square foot = 4.88 kg/m², 1 pound per cubic foot = 16 kg/3 ci = Continuous insulation, NR = No Requirement, LS = Liner System.

^d Where assembly U-factors, C-factors, and F-factors are established in ANSI/ASHRAE/IESNA 90.1 Appendix A, such opaque assemblies shall be a compliance alternative where those values meet the criteria of this table, and provided that the construction, excluding the cladding system on walls, complies with the appropriate construction details from ANSI/ASHRAE/IESNA 90.1 Appendix A.

^e Where U-factors have been established by testing in accordance with ASTM C1363, such opaque assemblies shall be a compliance alternative where those values meet the criteria of this table. The R-value of continuous insulation can be added to or subtracted from the original tested design.

Where heated slabs are below grade, below-grade walls shall comply with the U-factor requirements for above-grade mass walls.

"Mass floors" shall be in accordance with Section C402.2.3.

"Mass walls" shall be in accordance with Section C402.2.2.

Comparison to 2020 Energy Conservation Construction Code of NYS



TABLE C402.1.3 – Comparison ECCCNY-2020 versus NYStretch Table CB 102.2 (Also used for ASHRAE 90.1-2016; MUST be adopted specifically by the jurisdiction)

OPAQUE THERMAL ENVELOPE INSULATION COMPONENT MINIMUM REQUIREMENTS, R-VALUE METHOD^{a, h}

Climate Zone	4 Except Marine		5		6	
	All Other	Group R	All Other	Group R	All Other	Group R
Roofs						
Insulation Entirely above Roof Deck	R-30ci/ R-33ci	R-30ci/ R-33ci	R-30ci/ R-33ci	R-30ci/ R-33ci	R-30ci/ R-33ci	R-30ci/ R-33ci
Metal Buildings ^b	R-9.5 + R-11 LS	R-9.5 + R-11 LS	R-9.5 + R-11 LS	R-9.5 + R-11 LS	R-9.5 + R-11 LS/ R-30 + R-11 LS	R-9.5 + R-11 LS/ R-30 + R-11 LS
Attic and Other	R-38/ R-53	R-38/ R-53	R-38/ R-53	R-49/ R-53	R-49/ R-53	R-49/ R-53
Walls, Above Grade						
Mass ^e	R-9.5ci/ R-11.4ci	R-11.4ci/ R-13.3ci	R-11.4ci/ R-13.3ci	R-13.3ci/ R-15.2ci	R-13.3ci/ R-15.2ci	R-12.5ci
Metal Buildings	R-13 + R-13ci	R-13 + R-13ci/ R-13 + R-19.5ci	R-13 + R-13ci/ R-13 + R-19.5ci	R-13 + R-13ci/ R-13 + R-19.5ci	R-13 + R-13ci/ R-13 + R-19.5ci	R-13 + R-13ci/ R-13 + R-19.5ci
Metal Framed	R-13 + R-7.5ci/ R-13 + R-8.5ci	R-13 + R-7.5ci/ R-13 + R-8.5ci	R-13 + R-7.5ci/ R-13 + R-11ci	R-13 + R-7.5ci/ R-13 + R-11ci	R-13 + R-7.5ci/ R-13 + R-13.5ci	R-13 + R-7.5ci/ R-13 + R-14.5ci
Wood Framed and Other	R-13 + R-3.8ci or R-20/ R-13 + R-4.5ci or R-19 + R-1.5ci	R-13 + R-3.8ci or R-20/ R-13 + R-4.5ci or R-19 + R-1.5ci	R-13 + R-3.8ci or R-20/ R-13 + R-9ci or R-19 + R-5ci	R-13 + R-7.5ci or R-20 + R-3.8ci/ R-13 + R-9ci or R-19 + R-5ci	R-13 + R-7.5ci or R-20 + R-3.8ci/ R-13 + R-9ci or R-19 + R-5ci	R-13 + R-7.5ci or R-20 + R-3.8ci/ R-13 + R-9.5ci or R-19 + R-6ci
Walls, Below Grade						
Below-Grade Wall ^c	R-7.5ci	R-7.5ci/ R-10ci	R-7.5ci	R-7.5ci/ R-10ci	R-7.5ci/ R-10ci	R-7.5ci/ R-15ci
Floors						
Mass ^d	R-10c/ R-15ci	R-10.4c/ R-16.7ci	R-10c/ R-15ci	R-12.5c/ R-16.7ci	R-12.5c/ R-16.7ci	R-12.5c/ R-16.7ci
Joist/Framing ^e	R-30	R-30	R-30	R-30	R-30/ R-38	R-30/ R-38

Comparison to 2020 Energy Conservation Construction Code of NYS



Climate Zone	4		5		6	
	All Other	Group R	All Other	Group R	All Other	Group R
Slab-on-Grade Floors						
Unheated Slabs	R-10 for 12" below/ R-15 for 24" below	R-10 for 24" below/ R-15 for 24" below	R-10 for 24" below/ R-15 for 24" below	R-10 for 24" below/ R-15 for 24" below	R-10 for 24" below/ R-15 for 24" below	R-15 for 24" below
Heated Slabs^a	R-15 for 24" below + R-5 full slab/ R-20 for 48" below + R-5 full slab	R-15 for 24" below + R-5 full slab/ R-20 for 48" below + R-5 full slab	R-15 for 36" below + R-5 full slab/ R-20 for 48" below + R-5 full slab	R-15 for 36" below + R-5 full slab/ R-20 for 48" below + R-5 full slab	R-15 for 36" below + R-5 full slab/ R-20 for 48" below + R-5 full slab	R-15 for 36" below + R-5 full slab
Opaque Doors						
Non-Swinging	R-4.75	R-4.75	R-4.75	R-4.75	R-4.75	R-4.75

For SI: 1 inch = 25.4 mm, 1 pound per square foot = 4.88 kg/m², 1 pound per cubic foot = 16 kg/m³. ci = Continuous insulation, NR = No Requirement, LS = Liner System.

^a Assembly descriptions can be found in ANSI/ASHRAE/IESNA Appendix A.

^b Where using R-value compliance method, a thermal spacer block shall be provided, otherwise use the U-factor compliance method in Table C402.1.4.

^c Where heated slabs are below grade, below-grade walls shall comply with the exterior insulation requirements for heated slabs.

^d "Mass floors" shall be in accordance with Section C402.2.3.

Steel floor joist systems shall be insulated to R-38.

^e "Mass walls" shall be in accordance with Section C402.2.2.

^f The first value is for perimeter insulation and the second value is for slab insulation. Perimeter insulation is not required to extend below the bottom of the slab.

^g Not applicable to garage doors. See Table C402.1.4.

Provisions in NYStretch that are not in NYS Energy Code

- **C402.1.4.2 Thermal Resistance of Mechanical Equipment Penetrations (mandatory)** – When the area of mechanical equipment penetrations exceeds 1% of the opaque above-grade wall area, this shall be considered a separate wall assembly with a default U-factor of 0.5.
- **C402.2.8 Continuous Insulation (mandatory)** – Balconies or parapets that penetrate building thermal envelope must be 1) insulated with continuous insulation having R-value of at least R-3 or 2) incorporate a minimum R-3 thermal break where building envelope is penetrated.
- **C402.5 Air Leakage (mandatory) and C402.5.9 Air Barrier Testing**
 - New buildings between 25,000 sf and 50,000 sf and < 75ft high shall be tested by blower door and have leakage rates < 0.40 cfm/sf @ 75 pascals. These buildings must also comply with NYS Energy Code requirements pertaining to air intakes, exhausts, stairways, and shafts; loading dock weather-seals; and vestibules (C402.5.5, C402.5.6, and C402.5.7).
 - Other new buildings may demonstrate compliance according to the above provisions or by complying with the prescriptive requirements in Sections C402.5.1 through 402.5.8 and C408.4 (see below for description).
- **C403.7.4 Energy Recovery Ventilation (mandatory) (previously C403.2.7)** – Energy recovery ventilation is mandatory when ventilation air flows exceed certain amounts. The NYS Energy Code and NYStretch requirements are the same. NYStretch modified one exception to identify conditions with multiple exhaust fans or outlets.
- **C403.8.1 Allowable Fan HP (mandatory) (previously C403.2.12.1)** – Small differences regarding fan-power limitation between NYS Energy Code and NYStretch, plus additional exceptions in NYStretch.

Comparison to 2020 Energy Conservation Construction Code of NYS



C405 Lighting Controls (prescriptive)

1. Adds corridors and dining areas to locations where occupancy sensors are required **(C405.2.1)**.
2. Adds occupancy sensor controls to dim lighting at building exits when unoccupied **(C405.2.1.4)**.
3. Requires daylight responsive controls in spaces with more than 100 watts (versus 150 watts) of general lighting **(C405.2.3)**.
4. Exterior lighting – unless controlled from within a dwelling unit, exterior lighting must be reduced by at least 50% during certain times of day **(C405.2.6)**.
5. Parking lot lighting – reduced by at least 50% when no activity detected for at least 15 minutes **(C405.2.6.5)**.
6. Interior lighting – allowances for both building area method and space-by-space method there are more stringent by about 10–20% **(Tables C405.3.2([1 and 2])**.
7. Exterior lighting – allowances for some areas that are slightly more stringent **(Table C405.4.2[2])**.

C405.8.1.1 Power Conversion System for Elevators (prescriptive) – Elevators with rise of more than 75ft are required to have power conversion system. Motor shall have Class IE2 efficiency rating or alternative that has equal or better efficiency. Potential energy released during motion shall be recovered and supplied to building electrical system.

C405.9 Commercial Kitchen Equipment (prescriptive) – Efficiency requirements for fryers, hot food holding cabinets, steam cookers, dishwashers, ovens.

C405.10 Electric Vehicle Charging Capability (prescriptive) – Parking garages and lots with more than 10 spaces must provide panel capacity and conduit for 208/240V outlets for at least 5% of parking spaces with a minimum of two or provide the outlets for 5% of spaces with a minimum of two spaces.

C405.11 Solar-Ready Zone (mandatory) – Requires compliance with Appendix CA. Provide designated roof space for future PV or solar thermal system on buildings that are five stories or less and oriented between 110 and 270 degrees of true north. There are some exceptions such as an on-site renewable energy system, a building shaded more than 70% of daylight hours, or a licensed design professional who certifies requirements for extensive rooftop equipment, vegetation, skylights, or other obstruction. Requirements include a plan in design for and electrical conduit to roof from electrical panel, along with panel space for the PV interface and roof-load calculations.

C405.12 Whole Building Energy and C405.13 Whole Building Electrical Monitoring (prescriptive) – Monitoring energy use for all energy sources in new buildings except for buildings <25,000 sf; Group R buildings with <10,000 sf of common area; and fuel use for on-site emergency equipment.

C406.1 Additional Energy Efficiency Packages

- On-site Renewable Energy option is now part of Appendix CC “Additional power distribution system packages.”

C407 Total Building Performance Method of Compliance

- Must comply with ASHRAE 90.1 2016 Compliance Path – Section 11 or Appendix G

C408.2 Commissioning this section is required when one of following conditions is met:

1. Building greater than 25,000 sf
2. Mechanical system capacity > 480,000 Btu/h
3. Combined water and space heating > 600,000 Btu/h

Includes more specific requirements/details for commissioning mechanical, renewable energy, and water heating systems. HVAC systems must be balanced in accordance with ANSI/ASHRAE 111, “Testing, Adjusting, and Balancing of Building HVAC Systems.”

C408.4 Air Barrier Commissioning – Registered design professional or approved agent shall provide documentation of air barrier components and field inspection reports.

C502 and C503 Existing Buildings/Additions

- Commissioning required for new HVAC, water heating systems, and air barriers in additions.

Appendices

- Optional adoption by local jurisdiction or township
 - Appendix CB: Prescriptive R-value tables
 - Appendix CC: Additional Power Distribution System Packages

Sent to:
TB, TA, TC
4/14/22

TEL : 914-277-3323
FAX: 914-277-3960

TOWNCLERK'S OFFICE

Town of Somers

WESTCHESTER COUNTY, N.Y.

Town House
335 Route 202
Somers, N.Y. 10589

PATRICIA KALBA
TOWN CLERK



MEMO

TO: Supervisor
Town Board

FROM: Patricia Kalba
Town Clerk

DATE: April 12, 2022

RE: Bid for Used Office Equipment

I am requesting that the Town Board authorize going to Bid for Used Office Equipment and the disposal of any items that are not bid at their April 21, 2022 Regular Meeting. This will afford the Staff and Departments time to organize the items for anyone interested to view and for the items to be disposed of by the end of November.

A complete list of items will be available for review on or before April 28, 2022.

Telephone
(914) 277-3539

FAX
(914) 277-3790

Thomas J. Tooma, Jr.
Building Inspector

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

**TOWN HOUSE
ANNEX
337 ROUTE 202
SOMERS, NY 10589**



MEMO TO: Town Board

FROM: Thomas J. Tooma, Jr.
Building Inspector

RE: Library Windows and Gas for Generator

DATE: April 14, 2022

In January 2022, permission was granted to go to bid for a generator, the gas work required for said generator and some window replacements in the library. The bid was opened on April 8, 2022 and bids were only received for the generator.

Permission is being requested to rebid for new library windows in the children's room, downstairs, Director's office, staff area and breakroom. In addition, permission is being requested to rebid for the gas work required for the 100 kw generator. The library has received partial funding through a New York State Library grant for these projects.

Sent to:
TB, TA, TC
4/20/22
KD

Water & Sewer Department

Tel: 914-248.5181
Fax: 914.485.4079
water@somersny.com

Town of Somers
WESTCHESTER COUNTY, N.Y.

P.O. Box 618
40 Lakeview Drive
Shenorock, NY
10587



Date: April 14, 2022
To: Somers Town Board
From: Adam Smith *AS*
Water Superintendent
RE: Water Superintendent Retirement

I am writing to inform you of my decision to retire as the Superintendent of the Somers Consolidated Water District effective June 24, 2022. I have enjoyed a rewarding career with the Town of Somers for 38 years.

During my time here as Superintendent I have had the honor of working with nearly all of the Town staff as well as numerous Board members. I am grateful to have had the privilege to work alongside so many talented and knowledgeable people without whom my job would have been much more difficult

I take pride in knowing that during my tenure as Superintendent there have been several water projects completed that have truly improved the health and welfare of Somers residents.

Until my retirement date, I will continue to work to make the transition as smooth as possible for the water and sewer department. The plan going forward pending your approval is to have Fred McQuillan appointed as Superintendent of Water and Sewer. Fred and I have been working together over the past year in preparation for this transition and I believe that he has the knowledge and talent to take on this responsibility.

I plan to remain in the area and should you need assistance I would be willing to offer my services as a consultant or in some type of part-time function.

Thank you again for your support and leadership over these many past years.

TOWN POLICE
BRIAN LINKLETTER
CHIEF

Town of Somers

WESTCHESTER COUNTY, N.Y.

PO BOX 342
SOMERS, N.Y. 10589
T.914-232-9622
F.914-232-1795
Email: Police@SomersNY.com



April 15, 2022

To: Town Board
From: Chief Brian Linkletter
Subject: Request for Approval

I request to purchase a 2022 John Deere Gator 4x4 Quad in the amount of \$15,947.00 (on State Bid) to replace our 2007 Kawasaki Mule 4x4. This item was approved in this Departments 2022 Budget. This purchase was discussed and vetted with the Director of Finance

Respectfully
Brian Linkletter
Chief
Somers Town Police Department

Sent to:
TB, TA, TC
4/15/22
KO

**JOHN DEERE**

Selling Equipment

Quote Id: 25852942

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

R. Argento & Sons Inc.
1 Prospect Avenue
White Plains, NY 10607
914-949-1152
al@argentoandsons.com

JOHN DEERE GATOR™ XUV825M S4 (Model Year 2022)

Hours:

Suggested List *

Stock Number:

\$ 18,535.00

Contract: NY State Landscaping Grounds PC68131 (PG XN
CG 22)

Selling Price *

\$ 15,947.10

Price Effective Date: January 2, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57E8M	GATOR™ XUV825M S4 (Model Year 2022)	1	\$ 17,699.00	14.00	\$ 2,477.86	\$ 15,221.14	\$ 15,221.14
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1028	27" Maxxis Bighorn 2.0 Extreme Terrain Radial Tires on 14" Black Steel Wheels	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2007	Bench Seat - Black	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2501	Olive and Black	1	\$ 108.00	14.00	\$ 15.12	\$ 92.88	\$ 92.88
3001	Cargo Box with Paint and Reflectors	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Manual Lift	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4000	OPS with nets	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4030	Black Roof	1	\$ 678.00	14.00	\$ 94.92	\$ 583.08	\$ 583.08
4199	Less Rear Bumper	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4249	Less Front Brush Guard	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 786.00		\$ 110.04	\$ 675.96	\$ 675.96
Dealer Attachments/Non-Contract/Open Market							
DELIVER Y	DELIVERY	1	\$ 50.00	0.00	\$ 0.00	\$ 50.00	\$ 50.00
Dealer Attachments Total			\$ 50.00		\$ 0.00	\$ 50.00	\$ 50.00
Value Added Services			\$ 0.00			\$ 0.00	\$ 0.00
Total							

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 25852942

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

R. Argento & Sons Inc.
1 Prospect Avenue
White Plains, NY 10607

914-949-1152
al@argentoandsons.com

Total Selling Price

\$ 18,535.00

\$ 2,587.90 \$ 15,947.10 \$ 15,947.10

Confidential

Sent to:
TB,TA,TC
3/15/2022
KD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5866
Fax
(914) 277-4098

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

Date: March 15, 2022

To: Town Board T10(914)

From: Steven Woelfle *SW*
Engineering Department

RE: Performance Bond
10 Adson Way (NOV issued October 19, 2021)
TM: 5.20-2-10

Attached is a check in the amount of \$2,500 posted by Jack Alongi,
in payment of a Performance Bond for 10 Adson Way to
assure tree replanting.

cc: Town Clerk
Director of Finance

Sent to:
TB, TA, TC
4/14/22
RD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5866
Fax
(914) 277-4098

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

DATE: April 12, 2022

TO: Town Board
Director of Finance

FROM: Steve Woelfle *SW*
Engineering Department

RE: **Heritage Hills Society Wetland Permit Application**
West Hill Drive Culvert Replacement
TM: 17.06-10-16
Refund of SEQRA/Professional Service Fee

The above-mentioned project has been completed. Please refund the SEQRA/Professional Service Fee in the amount of \$512.75, as follows:

Heritage Hills Society, LTD
c/o Heritage Management
P.O. Box 304
Somers, NY 10589

SW/wg

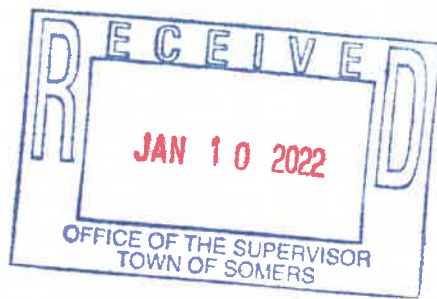
cc: Town Clerk
Heritage Hills Society, LTD c/o Heritage Management

Sent to:
TB, TA, TC
3/15/2022
KD

State of New York
Unified Court System



Lawrence K. Marks
Chief Administrative Judge



25 Beaver Street
New York, N.Y. 10004
(212) 428-2100

January 5, 2022

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

Dear Supervisor Morrissey:

Section 2019-a of the Uniform Justice Court Act requires that town and village justices annually provide their court records and dockets to the auditing board of the town, and that such records then be examined, and that fact be entered into the minutes of the board's proceedings.

The Unified Court System's Internal Audit office is responsible for monitoring town and village board compliance with Section 2019-a. Accordingly, I am requesting that you provide a copy of the audit of your local court's records for fiscal year ending in 2021 and a copy of your board resolution acknowledging that the required examination was conducted. Please email the report and the resolution to jcasazza@nycourts.gov or mail to Daniel Johnson, Chief Internal Auditor, NYS Unified Court System, 2500 Pond View, Suite LL01, Castleton-on-Hudson, NY 12033. Please respond by March 1, 2022.

If you have any questions, please contact Joan Casazza at (518) 238-4303 or at the email listed above. Thank you for your cooperation.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Daniel Johnson".

smw

c: Daniel Johnson, CPA
Joan Casazza, CIA

JUSTICE COURT
Town of Somers
WESTCHESTER COUNTY, N.Y.

TOWN JUSTICES

Hon. Denis J. Timone
Hon. Michael J. McDermott



TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

(914) 277-8225
FAX
(914) 277-3771

January 20, 2022

Dear Supervisor Scorrano:

Pursuant to Section 2019-a of the Uniform Justice Court Act, it is the duty of every justice to present his/her records and docket, at least once a year, to the auditing board of the village or town, which shall examine said records or docket, or cause same to be examined, and enter in the minutes of its proceedings the fact that they have been duly examined.

Consistent with Section 2019-a of the Uniform Justice Court Act, I hereby advise that the court's records and docket are available to be presented for such examination.

I look forward to working with you to schedule such examination in an expeditious manner.

It is our understanding that OCA's Internal Audit Services (IAS) unit will be corresponding with you as well in the very near future in this regard. Subsequent to the audit or examination, please forward to the IAS unit the audit report, as well as the Board's resolution noting that the records have been duly examined, and that the fines therein collected have been turned over to the proper officials of the Town as required by law. Such materials may be mailed to the following:

Internal Audit Services Unit
Attn: Joan Casazza
2500 Pond View, Suite LL01
Castleton-on-Hudson, NY 12033

In the alternative, such materials may be sent via email to: jcasazza@nycourts.gov

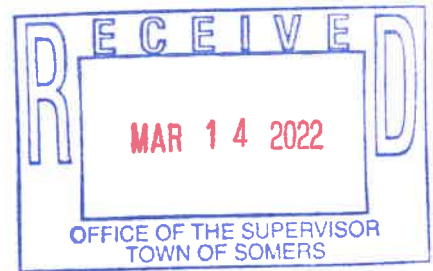
Thank you.

Very truly yours,


Hon. Denis J. Timone


Hon. Michael J. McDermott

cc: Honorable Anne E. Minihan
Arielle Bryant, Esq.



Town of Somers, New York

Town Justice Court

Statement of Cash Receipts,
Cash Disbursements and Cash Balances

Year Ended December 31, 2021

Independent Auditors' Report

**The Honorable Town Supervisor
and Members of the Town Board
of the Town of Somers, New York**

Report on the Audit of the Financial Statement

Opinion

We have audited the statement of cash receipts, cash disbursements and cash balances of the Town Justice Court of the Town of Somers, New York, as of and for the year ended December 31, 2021, and the related note to the financial statement.

In our opinion, the accompanying financial statement referred to above presents fairly, in all material respects, the cash receipts, cash disbursements and cash balances of the Town Justice Court of the Town of Somers, New York as of December 31, 2021, and for the year then ended in accordance with the cash basis of accounting described in Note 1.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statement section of our report. We are required to be independent of the Town Justice Court of the Town of Somers, New York, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter – Basis of Accounting

We draw attention to Note 1 of the financial statement, which describes the basis of accounting. The financial statement is prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of this financial statement in accordance with the cash basis of accounting described in Note 1, and for determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statement in the circumstances. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town Justice Court of the Town of Somers, New York's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town Justice Court of the Town of Somers, New York's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Restriction on Use

This report is intended solely for the information and use of the Town Board, the Office of Court Administration and management and is not intended to be and should not be used by anyone other than these specified parties.

PKF O'Connor Davies, LLP

PKF O'Connor Davies, LLP

Harrison, New York

February 28, 2022

Town of Somers, New York

Town Justice Court

Statement of Cash Receipts, Cash Disbursements and Cash Balances

Year Ended December 31, 2021

	Fines and Parking		
	Joint Bail	Justice McDermott	Justice Timone
CASH RECEIPTS			
Fines, fees and other	\$ -	\$ 73,054	\$ 88,015
CASH DISBURSEMENTS			
Remittances to Town	-	80,259	80,147
Bail refunds and bail applied to fines and forfeitures	500	-	-
Total Cash Disbursements	500	80,259	80,147
Excess (Deficiency) of Cash Receipts Over Cash Disbursements	(500)	(7,205)	7,868
CASH BALANCES			
Beginning of Year	4,070	9,235	2,780
End of Year	\$ 3,570	\$ 2,030	\$ 10,648
CASH BALANCES REPRESENTED BY			
Amounts due to Town	\$ -	\$ 2,030	\$ 10,648
Undisposed cases	3,570	-	-
Cash Balances - December 31, 2021	\$ 3,570	\$ 2,030	\$ 10,648

The accompanying note is an integral part of the financial statement.

Town of Somers, New York

Town Justice Court
Note to Financial Statement
December 31, 2021

Note 1 - Summary of Significant Accounting Policies

A. Basis of Accounting

This financial statement was prepared on the basis of cash receipts and cash disbursements in conformity with the accounting principles prescribed in the New York State Handbook for Town and Village Justices and Court Clerks, which is a comprehensive basis of accounting other than generally accepted accounting principles. Under this basis of accounting, revenues are recognized when cash is received and expenditures are recognized when cash is disbursed.

B. Cash and Equivalents, Investments and Risk Disclosures

Cash and Equivalents - Cash and equivalents consist of funds deposited in demand deposit accounts, time deposit accounts and short-term investments with original maturities of less than three months from the date of acquisition.

The Town Justice Court's deposits and investment policies follow the Town of Somers, New York's ("Town") policies. The Town's investment policies are governed by state statutes. The Town has adopted its own written investment policy which provides for the deposit of funds in FDIC insured commercial banks or trust companies located within the state. The Town is authorized to use demand deposit accounts, time deposit accounts and certificates of deposit.

Collateral is required for demand deposit accounts, time deposit accounts and certificates of deposit at 100% of all deposits not covered by Federal deposit insurance. The Town has entered into custodial agreements with the various banks which hold their deposits. These agreements authorize the obligations that may be pledged as collateral. Such obligations include, among other instruments, obligations of the United States and its agencies and obligations of the State and its municipal and school district subdivisions.

Investments - Permissible investments include obligations of the U.S. Treasury, U.S. Agencies, repurchase agreements and obligations of New York State or its political subdivisions.

The Town follows the provisions of GASB Statement No. 72, "*Fair Value Measurement and Application*", which defines fair value and establishes a fair value hierarchy organized into three levels based upon the input assumptions used in pricing assets. Level 1 inputs have the highest reliability and are related to assets with unadjusted quoted prices in active markets. Level 2 inputs relate to assets with other than quoted prices in active markets which may include quoted prices for similar assets or liabilities or other inputs which can be corroborated by observable market data. Level 3 inputs are unobservable inputs and are used to the extent that observable inputs do not exist.

Risk Disclosure

Interest Rate Risk - Interest rate risk is the risk that the government will incur losses in fair value caused by changing interest rates. The Town does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from changing interest rates. Generally, the Town does not invest in any long-term investment obligations.

Town of Somers, New York

Town Justice Court
Note to Financial Statement (Concluded)
December 31, 2021

Note 1 - Summary of Significant Accounting Policies (Continued)

Custodial Credit Risk - Custodial credit risk is the risk that in the event of a bank failure, the Town's deposits may not be returned to it. GASB Statement No. 40, "*Deposit and Investment Risk Disclosures – an amendment of GASB Statement No. 3*", directs that deposits be disclosed as exposed to custodial credit risk if they are not covered by depository insurance and the deposits are either uncollateralized, collateralized by securities held by the pledging financial institution or collateralized by securities held by the pledging financial institution's trust department but not in the Town's name. The Town's aggregate bank balances that were not covered by depository insurance were not exposed to custodial credit risk at December 31, 2021.

Credit Risk - Credit risk is the risk that an issuer or other counterparty will not fulfill its specific obligation even without the entity's complete failure. The Town does not have a formal credit risk policy other than restrictions to obligations allowable under General Municipal Law of the State of New York.

Concentration of Credit Risk - Concentration of credit risk is the risk attributed to the magnitude of a government's investments in a single issuer. The Town's investment policy limits the amount of deposit at each of its banking institutions.

Sent to:
TB, TA, TC 3/25/22
KD

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

Water & Sewer Department

Town of Somers

WESTCHESTER COUNTY, N.Y.



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



Date: March 24, 2022
To: Somers Town Board
From: Adam Smith *AS*
Superintendent of Water & Sewer
RE: **Storage Tank Inspection Agreement**

Proposals for the inspection and cleaning of the Ross Drive 1.45-million-gallon water storage tank.

Underwater Solutions, Inc	\$3890.00
Midco	\$5246.00
Tank Industry Consultants	\$6645.00
Pittsburg Tank& Tower	\$8915.00

Respectfully request the town board approve the attached service contract to Underwater Solutions, Inc.

cc: Town Clerk
Director of Finance
Town Attorney



February 1, 2022

Mr. Adam Smith
Amawalk-Shenorock Water District
P.O. Box 618
Shenorock, NY 10587

Dear Adam,

I would like to thank you for your consideration of Underwater Solutions Inc. to conduct the inspection and cleaning of your water storage facility.

As requested, please find attached a proposal for the inspection and cleaning (sediment removal) of the 1.45-million gallon welded steel standpipe water storage tank.

Should you wish to proceed, we are also including a copy of an agreement to conduct this work. Please sign and return one copy to us at your earliest convenience, allowing a date to be reserved for your project.

Upon completion of this work, a comprehensive report of our findings and corresponding photographs will be submitted.

If you have any questions or would like additional information, please contact me.

Again, I would like to thank you for your consideration of *US*.

Sincerely,

UNDERWATER SOLUTIONS INC.

A handwritten signature in black ink, appearing to read 'David M. Cornish'.

David M. Cornish
President

DMC/lbg
Enclosures

AGREEMENT

BETWEEN UNDERWATER SOLUTIONS INC. AND AMAWALK-SHENOROCK WATER DISTRICT, SHENOROCK, NY FOR THE INSPECTION AND CLEANING (SEDIMENT REMOVAL) OF THE 1.45-MILLION GALLON STANDPIPE WATER STORAGE TANK AS FOLLOWS:

Amawalk-Shenorock Water District, Shenorock, NY agrees to have Underwater Solutions Inc. perform the above mentioned work as per the conditions/terms and costs stated on the proposal dated February 1, 2022 (copy attached).

PERSONNEL: Divers / Tenders
Complete Sterile Inspection/Cleaning Dive Station
(All gear sanitized and utilized only in potable water.)

SUBMITTALS: Free unlimited 24/7 access to USAM Cloud upon completion of the work.

HEALTH & SAFETY: All work orders are automated specific to job task. Task specific safety forms, PPE and personnel roles are submitted daily. Full health and safety plans are available upon request.

COST: While mobilized in *New York, 2022:*

Inspect/clean (sediment removal) up to 4" of sediment, one mobilization: \$3,890.00* ☐

The following add-on services can be provided for the cost listed below:

<input type="checkbox"/> Ultrasonic Thickness Testing:	\$390.00*	<input type="checkbox"/> Real-Time Video with DVD:	\$390.00*
<input type="checkbox"/> Filter bag(s) & capturing of sediment:	\$150. /Per bag	<input type="checkbox"/> Kasco® Active Mixer:	Inquire Within
<input type="checkbox"/> Disposal:	Cost + 15% Markup	<input type="checkbox"/> Installation of Mixer:	Inquire Within

**This cost is not based on prevailing wage rates, should prevailing wage rates be required for this project, both the lump sum cost up to 4" of sediment as well as the hourly rate for additional work will be invoiced at a 50% markup.*

**Hard copies of your reports can be printed directly from this cloud platform.*

**Should sediment exceeding 4" exist within this tank or if Underwater Solutions Inc. is required to spend additional time beyond the one (8)-hour day allotted for this structure's inspection and cleaning, then the following hourly rate will be incurred for any such additional time needed to complete this inspection/cleaning: \$425/per hour*

TERMS AND CONDITIONS:

**It is the responsibility of the customer to provide Underwater Solutions Inc. with a location for discharge for all cleaning projects (sediment removal).
*All sites must be maintained to allow a truck and trailer to mobilize to within 25' of the tank, allowing access around the circumference of the tank, and have good, sound ladder access to the rooftop. *All entry hatches must function allowing internal access to each tank and personnel must be available to mobilize to site locations. If this structure or any structure to be inspected have only bolt-on entry hatches, these bolt-on entry hatches must be removed prior to our arrival and re-secured by the customers personnel at the completion of this project. At the time this project is to be conducted, the water level within this structure must be as full as possible or within 10' of overflow. Per OSHA guidelines if the structure to be inspected and cleaned is a standpipe exceeding 100' the water level within the structure will have to be lowered and maintained between 97'-99' at all times throughout the inspection and cleaning. The term "cleaning" refers to the removal of accumulated precipitate i.e. iron, manganese or similar types of precipitate. Sand, coagulated sediment, debris, coating chips or other heavy material will incur an additional cost for removal. Services beyond the removal of precipitate in terms of cleaning may incur an additional cost. It is the responsibility of the customer to provide Underwater Solutions Inc. with a location for discharge for all cleaning projects (sediment removal) Note: The term "one mobilization" refers to allowing Underwater Solutions Inc. access to all site(s) at all times throughout the project. Should operations not allow for complete access to all site(s) throughout the entire project, an additional charge shall be incurred. *I understand that in the event that the above-referenced terms and conditions are not met upon Underwater Solutions Inc. arrival on-site, then an additional hourly rate of \$300.00/per hour shall be incurred until such time that the terms and conditions are met, and Underwater Solutions Inc. is able to commence operations.*

BY SIGNING BELOW, I AM ACKNOWLEDGING THAT I HAVE READ AND UNDERSTAND THE ABOVE STATED TERMS AND CONDITIONS OF THIS AGREEMENT.

PAYMENT TERMS: PAYABLE UPON RECEIPT OF INVOICE

* ACH PAYMENTS PREFERRED (Please contact our office to make arrangements)

IN ACCEPTANCE OF AFOREMENTIONED AGREEMENT:



UNDERWATER SOLUTIONS INC.
Signature of Authorized Representative
President February 1, 2022
Title Date

AMAWALK-SHENOROCK WATER DISTRICT, SHENOROCK, NY
Signature of Authorized Representative
Title Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Peter P. Briggs Insurance Agency Inc. 19 County Road PO Box 96 Mattapoisett MA 02739	CONTACT NAME: Peter Briggs Insurance PHONE (A/C No, Ext): (508) 758-6929 FAX (A/C No): (508) 758-9604 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Charter Oak Fire INSURER B: Travelers INSURER C: INSURER D: INSURER E: INSURER F:
--	---

COVERAGES **CERTIFICATE NUMBER:** CL20123002011 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-1236B357-21-SEL	01/30/2022	01/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) UM/UIIM \$ 1,000,000 \$ \$ \$ \$ 100K/300K
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
B	COMMERCIAL INLAND MARINE			I-660-647X5839-TCT-20	07/01/2021	07/01/2022	RENTED/LEASED EQUI DEDUCTIBLE 200,000 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Town of Somers 335 Route 202 Somers NY 10589	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisk Marine Insurance Intl, LLC 8110 Breakwater Dr New Orleans LA 70124		CONTACT NAME: Jodi Wibel PHONE (A/C, No, Ext): (504) 302-4400 E-MAIL: jwibel@fiskusa.com ADDRESS: jwibel@fiskusa.com		FAX (A/C, No):
INSURED Underwater Solutions, Inc. PO Box 208 Mattapoisett MA 02739		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : GREAT AMERICAN INS. CO.		22136
		INSURER B : Underwriters at Lloyd's		15792
		INSURER C : WESTCHESTER SURPLUS LINES INS CO		10172
		INSURER D : STARSTONE SPECIALTY INS CO		44776
		INSURER E : GRANITE STATE INS CO		23809
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 1165350601

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SRLL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	OMH5834568-18	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	B88932221MAR	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A	Y	Y	38412059	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER USL&H E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability	Y	Y	OE22000043	1/13/2022	1/13/2023	Limit 2,000,000
C	Contractors Pollution Liability	Y	Y	G27095240009	10/1/2021	10/1/2022	Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named as Additional Insured with Waiver of Subrogation per the Blanket Additional Insured and Blanket Waiver of Subrogation Endorsements. GL is Primary and Non-Contributory. Workers Compensation policy includes a Blanket Waiver of Subrogation as required by written contract and also includes U.S. Longshore and Harbor Workers Act Coverage, Maritime Employers Liability/Jones Act Coverage, Alternate Employer Endorsement and Voluntary Compensation. Excess liability is follow form over GL and Employers Liability.

CERTIFICATE HOLDER**CANCELLATION**

Town of Somers
335 Route 202
Somers NY 10589

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGREEMENT

THIS AGREEMENT made the 2 day of March, 2022, by and between the

TOWN OF SOMERS, a municipal corporation of the State of New York, having offices at the Town House, 335 Route 202, Somers, New York 10589 (hereinafter referred to as the "Town"),

and

Underwater Solutions, Inc
P.O. Box 208
Mattapoisett, MA 02739
(hereinafter referred to as the "Contractor").

WHEREAS, the Town has received a proposal from the Contractor to perform certain work, generally consisting of the inspection and cleaning (sediment removal) of the Ross Drive 1.45-million-gallon welded steel standpipe water storage tank;

NOW, THEREFORE, the Town of Somers and Underwater Solutions, Inc. the Contractor, by and for the considerations hereinafter set forth, agree as follows:

1. The Contractor shall provide, furnish and perform all of the work specified above including all labor, materials, tools and equipment to satisfactorily complete the work in accordance with this Agreement. All work shall be performed by competent and skilled workers and in accordance with good trade practices and all applicable codes. All materials and articles furnished shall be new unless otherwise specified, and shall be of the appropriate grade for the particular purpose. The Contractor warrants that it is experienced in, is capable of, and is fully familiar with the work to be performed and the work site.
2. For the performance of all of the work in accordance with the provisions of this Agreement, the Town will pay the Contractor a sum not to exceed: three thousand eight hundred ninety dollars (\$3,890.00) Payment will be made by the Town to the Contractor after the completion of work and the acceptance of the work by the Town, unless a different payment schedule is required by Section 106-b of the General Municipal Law. Payment shall be made after the submission of a properly itemized claim by the Contractor (including all supporting documentation) to the Town. All claims submitted by the Contractor for payment shall be subject to audit and approval by the Town.
3. The Contractor shall promptly commence work after the full execution of this Agreement, upon the written directions of the Town and complete the work as specified in this Agreement. The time for completion of the work may be extended, in the discretion of the Town, upon the request of the Contractor, for good cause shown, with the grant of any extension by the Town to be in writing. The Contractor shall issue progress reports concerning the performance of the work, and will meet with representatives of the Town, as the Town may, from time to time, direct. The Contractor shall promptly inform the Town in writing of any cause for delay in the performance of the Contractor's obligations under this Agreement.
4. The Contractor shall prosecute the work without undue interference with the operations of the Town or the comfort, repose, health, safety and welfare of the inhabitants of the Town. Unless otherwise authorized by the Town in writing, the Contractor's use or operation of construction equipment in performing the work shall be limited to the hours between 7:00 a.m. in the morning and 6:00 p.m. in the evening. All work shall be performed during regular business days and hours of operation of the Town, unless otherwise directed by the Town.

5. The Contractor shall be responsible for the proper care and protection of the work and for all materials and articles delivered to the site where the work will be performed, until completion and final acceptance of the work by the Town. The Contractor shall exercise proper precautions and safety measures in performing the work, which precautions and safety measures shall be in accordance with all applicable laws, rules and regulations. The Contractor shall be responsible for the protection of persons and/or property, and shall be responsible for all injuries and/or damages to all persons and/or property, either on or off the site, which may occur in connection with the prosecution of the work hereunder. The Contractor shall exercise such additional safety measures as the Town may determine to be reasonably necessary, in the Town's discretion. The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work hereunder.

6. The Contractor shall keep the site of the work free from unnecessary accumulations of waste materials. Upon the completion of all of the work, the Contractor shall remove all of its tools, equipment and surplus materials, as well as all rubbish and waste resulting from the work. Upon the completion of the work, the site of the work shall be left "broom clean" or its equivalent, to the reasonable satisfaction of the Town. The Town will not be responsible for the Contractor's tools and equipment, including any loss, theft or damage thereto.

7. The Contractor shall be subject to the provisions of Schedule A, attached hereto and made a part hereof, which Schedule A contains insurance and indemnification requirements.

8. The Contractor shall, at its own expense, comply with all the provisions of all applicable federal, State, County and municipal laws, rules, regulations and requirements applicable to the Contractor as an employer of labor, the performance of the work, or otherwise.

9. The Town may terminate this Agreement, in whole or in part, upon ten (10) days' notice in writing to the Contractor whenever the Town deems such termination to be in its best interests. In the event of such termination, the Contractor shall be paid and the Town shall be liable only for payment for the work performed hereunder prior to the effective date of termination.

10. The Town may terminate this Agreement for cause upon five (5) days notice in writing in the event of a material breach of this Agreement by the Contractor, which shall include, but not be limited to any of the following: (a) failure by the Contractor to provide properly skilled workers or proper materials or to complete the work in accordance with the applicable schedule; (b) failure by the Contractor to pay for materials or labor in accordance with applicable agreements or requirements; (c) non-compliance with laws, rules and regulations or directions of the Town applicable to the performance of the work; (d) failure to defend and indemnify the Town in accordance with this Agreement; or (f) failure by the Contractor to cure any breach of this Agreement not listed above within 20 days after written notice thereof from the Town. Without limiting any other rights or remedies of the Town, in the event of termination for cause, the Town may take possession of the site and all tools, equipment, materials, and machinery thereon, and complete the work by such means and methods as it may deem appropriate.

11. All clauses required by law to be inserted in this Agreement shall be deemed to have been inserted herein. The Contractor shall comply and ensure compliance with the following to the extent they are applicable to the work hereunder: (a) minimum wages and supplements for laborers, workers and mechanics as provided in Labor Law Article 8; (b) non-discrimination and equal opportunity as provided in Labor Law Section 220-e; (c) prevention of dust hazard as provided in Labor Law Section 222-a; (d) prohibition from participating in certain international boycotts as provided in Labor Law Section 220-f; (e) eight-hour maximum workday and five-day maximum workweek, except in an emergency, as provided by Labor Law Section 220.

12. The Contractor represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee working solely for the Contractor to solicit or secure this Agreement, and that it has not paid for or agreed to pay any person (other than payments of fixed salary to a bona fide full-time, salaried employee working solely for the Contractor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the Town may be entitled, or any civil or criminal penalty to which any violator may be liable, the Town shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

13. No waiver of any breach of this Agreement shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach of this Agreement.

14. All plans and other like records compiled by the Contractor in completing the work under this Agreement shall become the property of the Town. The Contractor may retain copies of each such plan or record for its own use. If the work includes any article or equipment for which there is a manufacturer's warranty, the Contractor shall ensure that the Town will receive the benefit thereof by transfer or otherwise.

15. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any right, title or interest therein, or the power to execute this Agreement, without the prior written consent of the Town. The Contractor shall not sub-contract any part of the work without the prior written consent of the Town. In the event any part of the work is subcontracted, the Contractor shall remain responsible for its obligations hereunder and for the proper performance of the sub-contracted work in compliance with this Agreement.

16. The Contractor agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the Town, or any of its boards, officers, employees or representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

17. Nothing in this Agreement, express or implied, is intended to confer upon any third party any right or remedy under or by virtue of this Agreement.

18. This Agreement shall constitute the entire Agreement between the parties regarding the subject matter hereof, shall supersede all prior understandings, whether oral or written, and shall not be amended or modified, except by a written document signed by both parties hereto stating the intent to amend or modify this Agreement.

19. This Agreement shall be construed and enforced in accordance with the Laws of the State of New York. Any action or proceeding commenced by the Contractor in relation to this Agreement or the work hereunder, in which the Town is joined as a party, shall be commenced in the Courts of the State of New York and venue shall be in Westchester County.

20. All materials and articles furnished shall be new unless otherwise specified, and shall be of the appropriate grade for the particular purpose. The work will be free from defects and will conform to the requirements of the specifications. Work not conforming to these requirements, including substitutions not properly approved or authorized by the Owner, may be considered defective.

The Contractor warrants to the Owner that their work will be free from any defects for duration of not less than three years from the date of completion. Should any failure to conform to any of the warranties occur within the applicable warranty period the contractor manufacturer shall upon notification in writing of the defect, correct such nonconformity by repairing any defective part or parts part within thirty (30) days of the written notification, this shall be the owner's exclusive remedy. The contractor shall deliver and install or replace the part or parts free of charge. Replacement part shall be guaranteed for the balance of the original warranty period.

IN WITNESS WHEREOF, the Town and the Contractor have executed this Agreement on the day and year above first written.

TOWN OF SOMERS

By: _____
Robert Scorrano, Supervisor (signed)-

By: _____
Robert Scorrano, Supervisor (printed)-

The CONTRACTOR

By: Brandon Davies
Signed

By: Brandon Davies
Printed

Town Acknowledgment

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

On the day of in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Scorrano, Supervisor of the Town of Somers, on behalf of the Town of Somers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Contractor Acknowledgment

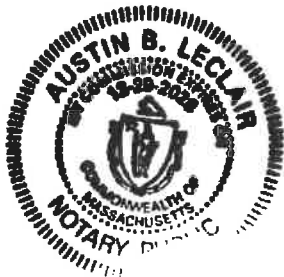
MASSACHUSETTS
STATE OF ~~NEW YORK~~)
) ss.:
COUNTY OF ~~WESTCHESTER~~ PLYMOUTH)

On the 2 day of MARCH in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC





Schedule A
Insurance and Indemnification

1. Prior to commencing work, the Contractor shall obtain, at its own cost and expense, the required insurance from insurance companies licensed and admitted in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Town of Somers ("Town"), subject to the approval of the Town. The policies or certificates thereof shall provide those thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Supervisor, Town of Somers by registered mail, return receipt requested, for all of the following stated insurance policies. Any adjustments in the coverage's set forth below will require the prior written approval of the Town. All notices shall name the Contractor and identify the Agreement.

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

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

1. The Contractor shall provide proof of the following insurance coverage:

(a) **Workers' Compensation.** Certificate form C-1052 or State Fund Insurance Company form U-26.3 or accord certificate is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form C-1052 in duplicate. A copy of form C-105.2 is sent to the Workers' Compensation Board, Information Unit for investigation and report.)

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

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

(c) General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$1,000,000 for property damage or a combined single limit of \$2,000,000. The General Liability Insurance policy shall name the Town of Somers as an additional insured. This insurance shall indicate on the certificate of insurance the following coverages:

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

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

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$1,000,000 per occurrence for property damage or a combined single limit of \$2,000,000. This insurance shall include a bodily injury and property damage the following coverages.

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

3. All policies and certificates of insurance of the Contractor shall be subject to and shall contain the following clauses:

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

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

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

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

4. The Contractor shall protect, defend, indemnify and hold the Town of Somers, its boards, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof; without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.), is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town, or its employees. This paragraph shall survive any termination or completion of performance of this Agreement.

Sent To:
TB, TA, TC
4/15/22
KB

INTEROFFICE MEMORANDUM

TO: TOWN SUPERVISOR AND MEMBERS OF THE TOWN BOARD
FROM: SENIORS DEPARTMENT DIRECTOR, BARBARA TABERER
SUBJECT: NYS TRANSPORTATION CONTRACT
DATE: APRIL 15, 2022
CC: DIRECTOR FINANCE, TOWN CLERK

The Director of Senior Programs requests the Town Supervisor execute the NY State
Transportation services contract: PY 2022-2023.



George Latimer
County Executive

Department of Senior Programs and Services

Mae Carpenter
Commissioner

April 15, 2022

Ms. Barbara Taberer
Director Somers Nutrition Program
Town of Somers
Wayne Van Tassel Memorial Park
Lincolndale, NY 10540

RE: State Transportation Services Contract: PY 2022- 2023

Dear Ms. Taberer:

Attached to the e-mail that was sent with this letter is a blank copy of the New York State Transportation Program contract, comprised on an Agreement and Schedules "A", "B", "C" and "D" for the program period commencing on April 1, 2022 through March 31, 2023. State funding for program will be in an amount not-to-exceed \$1,962 Please be advised that the Department may reduce the amount payable to its contractors if the New York State Office for the Aging reduces the Department's federal and/or state funding, in which case you will be notified. It should be noted that the Board Act authorizing the County to enter into agreement with your municipality is pending the approval of the Westchester County Board of Legislators. This means that although your municipality can sign off on the agreement that Commissioner Carpenter cannot do so until the required approval has been granted.

You **MUST** use the original electronic contract documents that we have provided. Please print a copy of the contract and fill it out making sure that where signatures are required on all documents that they are original. Contracts with COPIED signatures are unacceptable. Additionally, **NO ALTERATIONS** may be made to the contract without the prior consent of the Department of Senior Programs and Services. With the exception of the applicable Excel Pages, **DO NOT fill-out the contract electronically as we want to maintain the integrity of the document.** Non-compliance with these requests will result in the contract returned to your agency. We also recommend that you keep a blank copy of the contract in the event that you need to reprint a page and also keep a completed copy of the agreement for your records.

Return the ENTIRE completed originally signed agreement and all supporting schedules to me at the address in the footer below.

Please refer to the "Standard Insurance Provisions" in Schedule "A" for detailed information regarding ALL required insurances. The Westchester County Office of Risk Management has provided instruction in Schedule "A" for Municipalities and their Insurance Broker regarding a choice of one (1) of two (2) options for filling out the Certificate of Liability Coverage on the ACORD form. ALL required insurances should be submitted with the contract, or it will be on hold pending receipt of any missing insurance form or any form that is not adequately filled out. Remember to list the County of Westchester as "Additional Insured" on the Certificate of Liability Insurance.

Please direct program related questions to your program liaison Meleita Jones at 914-813-6420. Questions pertaining to the processing of the contract should be directed to me at 914-813-6058.

Sincerely,

Sharon Johnson

Sharon Johnson
Program Administrator

Sent to
TB, TA, TC
4/15/22
KD

Woodard & Curran Engineering
and Geological Services P.A. P.C.
800 Westchester Avenue
Suite N507
Rye Brook, New York 10573
www.woodardcurran.com

T 800.426.4262
T 914.448.2266
F 914.448.0147



Via Electronic Mail

March 17, 2022

Supervisor Robert Scorrano
Town of Somers
335 Route 202
Somers, NY 10589

Re: 2022 Annual Proposal to provide Professional Services to the Town of Somers, NY

Dear Supervisor Scorrano:

Woodard & Curran is pleased to submit this renewal for our contract with the Town of Somers to provide professional services and we look forward to the opportunity to continue to support the Town with our work. Below is a brief scope of work for this calendar year.

Scope of Work:

In 2022, Woodard & Curran will continue to provide the scope of services described in the attached Task Orders 1, 2, and 3.

These services will be billed in accordance with the terms and conditions set forth in the Master Services Agreement between Woodard & Curran and the Town of Somers that went into effect on March 11, 2009. Attached please find the updated 2022 Rate Table for our agreement. As in the past, these rates are primarily for our escrow and on-call services, and any work for Town projects will be a negotiated lump sum fee.

Please do not hesitate to contact me if you have any questions or require additional information.

Sincerely,

WOODARD & CURRAN ENGINEERING AND GEOLOGICAL SERVICES P.A. P.C.

Steven C. Robbins, P.E., LEED AP
Technical Manager

Joseph C. Barbagallo, PE, BCEE
Principal

Woodard & Curran Engineering
and Geological Services P.A. P.C.
800 Westchester Avenue
Suite N507
Rye Brook, New York 10573
www.woodardcurran.com

T 800.426.4262
T 914.448.2266
F 914.448.0147



Task Order 1

Escrow Based Town Engineering Services

INTRODUCTION

The Town of Somers has requested that Woodard & Curran provide Town Engineering Services to the Town Board, Planning Board and Zoning Board of Appeals to assist in the review of applications under consideration by the respective Board. These services will be provided under the Terms and Conditions of the Master Services Agreement (MSA) between Woodard & Curran and the Town of Somers dated 3/11/09.

The services included in this Task Order are escrow-based and will be initiated in accordance with a fixed initial review cost structure for the various application types. The fixed initial review cost structure will establish an initial budget to cover the engineering review fees associated with the initial review, preparation of the initial review memo, and attendance to the Planning Board meeting. Following the submission of the initial review memo, Woodard & Curran will provide the Town with an estimate of additional fees (if any) required through preparation of the Resolution. Woodard & Curran will reach out to the Town if the project requires further review than anticipated and will provide additional estimates for review of any post-approval submissions. All Woodard & Curran escrow-based fees will be billed in accordance with our existing rate structure with the Town at the time of service on a time and materials basis. The fixed initial review cost structure will be used by the Town Planning Department to establish and collect escrow fees that will serve as the basis for payment to Woodard & Curran. The Town will be billed monthly for these escrow services.

SCOPE OF SERVICES

The scope of services will include providing technical review of applications submitted to one of the various Boards in the Town for conformance with the Town Codes, State and Federal Regulations and good engineering practice. The Boards to be supported are described below.



Phase 1 - General Support to the Planning Board

The majority of the escrow-based Town Engineering Services will originate from applications to the Planning Board. The types of applications that are reviewed by the Planning Board include Site Plans and Land Subdivisions.

The services that will be provided in support of Planning Board applications include:

- Initial meetings and/or site walks with the Town Planner and Principal Engineering Technician (Civil) to gather background information on the application from Town Planner and Principal Engineering Technician (Civil) and generally discuss the application and anticipated technical issues for more detailed review.
- Upon receipt of the electronic applications, Woodard & Curran will complete a review of the project for compliance with applicable local, state and federal regulations.
- Upon completion of the project review, Woodard & Curran will prepare and provide to the Town Planner and Planning Board a memorandum that details the findings of the project review. The memorandum will seek to define the issues with the application that need to be addressed such that the applicant and their consultants have a specific roadmap of the engineering issues associated with the project. The memorandum will be provided to the Town Planner and Planning Board by 12:00 pm on the Friday preceding the Wednesday evening Planning Board Meetings.
- Project review will also include the review of resolutions prepared by the Town Planner to ensure that appropriate engineering conditions of the approval are included. Resolutions will be reviewed with comments provided directly to the Town Planner prior to the Planning Board meeting.
- Steven Robbins, P.E. will be the primary representative of Woodard & Curran attending Planning Board meetings to present the findings of the project review, and to provide consultation and input to the Planning Board on the application.
- This process will dictate the approach to application review from initial application to final approval.

In addition to the application for site development to the Planning Board, there will be instances where the Planning Board is reviewing specific permits (wetland and watercourses, steep slopes, tree preservation, and stormwater management and erosion control). In these instances, the fees for services would be included under escrow as outlined below.

Phase 2 - Planning Board Environmental Permits

Projects determined, based on the Environmental Determination completed by the Principal Engineering Technician (Civil), to require review and approval by the



Planning Board, will require additional services to those identified for Administrative Permits (Task Order 3). The additional level of effort depends on the application type and proposed activity and will include review of the applications with the Principal Engineering Technician (Civil) and attendance at Planning Board meetings to provide input to the Planning Board on the application. As the level of effort will be wholly specific to the proposed activity and anticipated level of review/input required, an escrow account will be established through consultation with the Principal Engineering Technician (Civil) upon completion of the Environmental Determination (ED) (refer to Task Order 3 for ED Process). The escrow fee will be communicated to the applicant, and collected, prior to review by the Planning Board. Woodard & Curran will work closely with the Principal Engineering Technician (Civil) and department administrative personnel to ensure a well-structured process is employed.

Phase 3 - General Support to the Town Board

On occasion, we anticipate that the Town Board may require engineering support during the review of a Special Use Permit application zoning change or other matter. Special Use Permits will be similarly reviewed for compliance with Town, State and Federal regulations, with memorandum of comments and issues provided directly to the Town Board with copies distributed to the parties identified by the Town Board.

The fee structure for the Escrow services to the Town Board will be determined based on the type of application and the specifics of the application. Upon an initial review of the application, Woodard & Curran will coordinate with the Town Attorney and Town Board to provide a specific budget estimate that will serve as the basis for the Escrow account with the applicant. In the event the application will also require a referral and approval from the Planning Board or Zoning Board, the budget estimate provided will incorporate the Escrow fees associated with referral Board review. The budget estimates will not be exceeded without prior notification to the Town and applicant with appropriate justification that facilitates the need for the budget increase.

Phase 4 – General Support to the Zoning Board of Appeals

In general, we do not anticipate that Woodard & Curran would provide direct input on applications to the Zoning Board that are not referrals from either the Town Board or Planning Board. As a result, the escrow fees would be established for the originating Board to include review by all required Boards; and not on a Board by Board basis. In the event there is an individual application that originates at the Zoning Board that requires engineering input, Woodard & Curran will have a discussion with the Zoning Board chair to determine the extent of the required input and level of the escrow account.



Phase 5 – Oversight During Construction

Once projects are approved by the Town and a building permit issued for construction, on-site inspections during construction are required to confirm that the projects are being completed in conformance with Town code and the approved site plan, permit, or subdivision. The construction inspection will be completed using a combination of resources from the Principal Engineering Technician (Civil) and Woodard & Curran. The level of effort required by Woodard & Curran will vary dependent upon the application and specific features of the site.

The inspections that will be required will be established as part of the Planning Board review process. Based on the required inspections, the level of effort for Woodard & Curran during construction will be determined through consultation with the Principal Engineering Technician (Civil). This level of effort will be estimated, and an Escrow amount identified. This Escrow amount will be compared to the standard construction inspection fee of 5% of the estimated construction cost to ensure adequate funds.

FEE STRUCTURE

The fee structure for the Escrow Based Town Engineering Services has been established based on our experience with application reviews in Somers. These fees will be reviewed on a bi-annual basis based on actual level of effort. In the event an adjustment (increase or decrease) is warranted, Woodard & Curran will provide the Town Board with an amended Fee Structure for review and approval. The request for an amendment to the Fee Structure will include the appropriate backup information to demonstrate the rationale for the amendment.

The fixed initial review fee structure for Escrow Based Town Engineering Services to the Planning Board is included below. These fixed initial review fees will not be exceeded without submission of additional fee estimates to the Town, and prior authorization from the Town. Remaining Escrow balances not being billed would be returned to the applicant at the Town's discretion.

Subdivision

- Preliminary Subdivision Approval - \$5,000
- Final Subdivision Approval - \$5,000

Site Plan

- Site Plan Approval
 - Less than 1 Acre - \$2,000
 - More than 1 Acre - \$4,000



Special Use

- Special Use Permit Approval – Wireless Telecommunications Facility
 - Original/New - \$1,500
 - Amended - \$1,000
 - Renewal - \$800
- All Others - \$1,500

Environmental

- Special Exception Use Permit – Groundwater Protection Overlay District - \$1,000
- Tree Removal Permit - \$50
- Wetland and Watercourse Permit - \$750
- Steep Slopes Permit - \$300
- Stormwater Management and Erosion and Sediment Control - \$1,000

Zoning Changes

- Budget to be established on a project-by-project basis, for approval by the Town Board.

Other Matters

- Budget to be established on a project-by-project basis, for approval by the Town Board.

Example: For a project with more than 1 acre of disturbance that requires site plan review, has wetland disturbance, steep slope disturbance, and requires a SWPPP, the initial fee would be \$6,050.

Construction Oversight

This Escrow Fee for construction inspections and oversight will be established as part of the project approval for review and approval of the approving Board. This amount will not be exceeded without prior notification to the applicant. Any increases in Escrow fees during construction would be a result of changed conditions, and subject to subsequent approval by the approving Board.

AUTHORIZATION

In accordance with the provisions of the MSA between Woodard & Curran and the Town of Somers, all individual Task Orders require specific approval and authorization from the Town. Executing this Task Order is an authorization to proceed on the scope of work outlined in this Task Order for the fee structure identified.



Submitted by:

A handwritten signature in black ink, appearing to read "Steven C. Robbins".

Steven C. Robbins, P.E., LEED AP
Technical Manager
Woodard & Curran

Authorization to Proceed:

Robert Scorrano
Supervisor
Town of Somers



Task Order 2

Non-Escrow Based Town Engineering Support

INTRODUCTION

The Town of Somers has requested that Woodard & Curran prepare a Task Order to include the services required to support the general operations of the Town. These services will be Non-Escrow based, and paid directly by the Town to Woodard & Curran. These services will be provided under the Terms and Conditions of the Master Services Agreement (MSA) between Woodard & Curran and the Town of Somers dated 3/11/2009.

The activities have been identified based on the functions of the engineering department to include:

- Respond to drainage complaints by meeting with the public and Highway Department personnel to resolve the complaint.
- Provide engineering consulting services to the Town Board, Planning Board, Zoning Board of Appeals (for other than pending applications); and other Town Departments such as Parks, Library, Highway Department, Water and Sewer Department.
- Meet with the public upon request.

In addition, there may be other Non-Escrow based needs in support of Planning and Engineering , including:

- Assistance with improving the process for SPDES MS4 compliance monitoring and reporting;
- Assistance with engineering matters associated with ongoing Town-initiated projects.

SCOPE OF SERVICES AND FEE

The scope of services associated with Non-Escrow Based Engineering Support will be focused on providing engineering input and guidance to ensure compliance with local, State and Federal regulations as well as sound engineering judgment and practice. The fee for these services will be billed on a time and materials basis in accordance with the standard rates schedule.



As the total amount of the Fee for these services is difficult to estimate because they are provided on an as-needed basis, we are proposing that the Town Board establish a line-item allocation for these activities. For the purposes of this Task Order we suggest an initial allocation of \$20,000.

Woodard & Curran will provide these Non-Escrow based services only after specific notification to and approval of the Town Supervisor and a specific level of effort and budget. Upon completion of the activity, Woodard & Curran will provide detailed documentation of the specific activity completed.

AUTHORIZATION

In accordance with the provisions of the MSA between Woodard & Curran and the Town of Somers, all individual Task Orders require specific approval and authorization from the Town. Executing this Task Order is an authorization to proceed on the scope of work outlined in this Task Order for the fee structure identified.

Submitted by:

A handwritten signature in black ink, appearing to read "Steven C. Robbins", is positioned above a horizontal line.

Steven C. Robbins, P.E., LEED AP
Technical Manager
Woodard & Curran

Authorization to Proceed:

Robert Scorrano
Supervisor
Town of Somers

Woodard & Curran Engineering
and Geological Services P.A. P.C.
800 Westchester Avenue
Suite N507
Rye Brook, New York 10573
www.woodardcurran.com

T 800.426.4262
T 914.448.2266
F 914.448.0147



Task Order 3

Fee Based Town Engineering Services

INTRODUCTION

The Town of Somers has requested that Woodard & Curran provide Town Engineering Services in support of the issuance of environmental permits, and response to environmental violations. The support would be provided to the existing Principal Engineering Technician (Civil), and will be provided under the Terms and Conditions of the Master Services Agreement (MSA) between Woodard & Curran and the Town of Somers dated 3/11/09.

The services included in this Task Order are Fee based and will be completed in accordance with a fixed cost structure for the various permit types. The fixed cost structure will establish the Woodard & Curran fee to assist with the review of each permit type. This fee was determined in accordance with our existing rate structure with the Town on a time and materials basis.

SCOPE OF SERVICES AND FEE STRUCTURE

The scope of services is organized into two categories: Permit Review and Approval, and Assistance with Violations. The specific activities that will be completed as part of each activity are provided below.

Phase 1 - Permit Review and Approval

The Town of Somers issues several environmental permits, including: Stormwater Management and Erosion Control; Tree Preservation; Wetland and Watercourse Protection; and Steep Slope Protection. The permits that are required for a specific project or building permit application are identified based on an Environmental Determination completed by the Town Engineering Department. The permits are then issued, depending upon the extent of the activity, administratively (based on a review of the engineering department), or after review and approval of the activity by the Planning Board.



Based on discussions with the Town Planner, we anticipate that the Environmental Determination will be prepared and completed by the Principal Engineering Technician (Civil), with little or no routine input from Woodard & Curran. The services that will be provided in support of Permit Issuance at the Administrative and Planning Board level are as follows:

Administrative Permits — Projects determined to be administrative will be reviewed in detail by the Principal Engineering Technician (Civil). Where requested by the Principal Engineering Technician, Woodard & Curran will meet with the Principal Engineering Technician (Civil) to review the project and findings after or as part of a brief site visit. Based on this review meeting, the Principal Engineering Technician (Civil) will issue any follow-up memoranda to the applicant and prepare the final permit documentation that is required.

Woodard & Curran has established a set Fee associated with the review and approval of Administrative Permits. The Fee is based on the assumption that on balance the administrative permit review process would be completed within an average 30 minute period per application, for a fee of \$150 per Application. This Fee will be billed on a time and materials basis in accordance with our approved rate table. The Fee for administrative permit review and approval will be reviewed and adjusted annually to account for the actual time spent. The Fee applies as follows:

<i>Administrative Permit</i>	<i>2021 Fee</i>
Environmental Determination	No Fee
Tree Preservation	No Fee
Stormwater Management and Erosion Control	\$150
Wetland and Watercourse Protection	\$150
Steep Slope Protection	\$150

Planning Board Permits - Project determined, based on the Environmental Determination completed by the Principal Engineering Technician (Civil), to require review and approval by the Planning Board will require additional services to those identified for Administrative Permits. An escrow account will be established through the Planning Board to cover the engineering costs associated with these services. Applications for Environmental Permits determined to require Planning Board approval will be identified by the Principal Engineering Technician (Civil) at the Environmental Determination stage, and an escrow fee established to provide the necessary review with the Planning Board. These services will be included in Task Order 1 Escrow Based Town Engineering Services.



Phase 2 - Assistance with Violations

Based on a review of the duties and functions of the Town Engineer, it may also be necessary for Woodard & Curran to support the Principal Engineering Technician (Civil) in response to complaints from Town residents regarding violations of Town codes. The process for responding to resident complaints is as follows:

1. Complaint received and documented by the Principal Engineering Technician (Civil).
2. Principal Engineering Technician (Civil) to conduct a site visit to determine whether there is a condition that is a violation of Town Code. The Principal Engineering Technician (Civil) will photo-document the condition and will prepare a report/memorandum summarizing the complaint, response, and findings.
3. In the event of a confirmed violation, the Principal Engineering Technician (Civil) will notify Woodard & Curran of the occurrence and provide appropriate documentation.
4. If required, Woodard & Curran principal engineer will visit the site to understand the condition and supplement (if necessary) the documentation prepared by the Principal Engineering Technician (Civil).
5. If required, Woodard & Curran will meet with the Principal Engineering Technician (Civil) to determine a course of action to address the condition. Based on this meeting, the Principal Engineering Technician (Civil) will prepare paperwork associated with the violation. The Principal Engineering Technician (Civil) will monitor the remediation of the condition that resulted in the violation, and Woodard & Curran will provide support to the Principal Engineering Technician (Civil) during this process until restoration is complete.

The Fee for these services will be billed on a time and material basis in accordance with our approved rate schedule. The Woodard & Curran Fee will not exceed restitution from the violating party. The restitution includes the doubling of the application fee for any resulting Environmental Permit required to rectify the violation and fines established through legal proceedings. The Fee will not exceed restitution amounts without prior approval and authorization from the Town

AUTHORIZATION

In accordance with the provisions of the MSA between Woodard & Curran and the Town of Somers, all individual Task Orders require specific approval and authorization from the Town. Executing this Task Order is an authorization to proceed on the scope of work outlined in this Task Order for the fee structure identified.



Submitted by:

A handwritten signature in black ink, appearing to read "Steven C. Robbins".

Steven C. Robbins, P.E., LEED AP
Technical Manager
Woodard & Curran

Authorization to Proceed:

Robert Scorrano
Supervisor
Town of Somers

Municipal Standard 2022

STAFF TYPE	HOURLY RATE
Administrative	\$80
Drafter	\$90
Project Assistant	\$100
Designer	\$105
GIS Analyst	\$105
Operations Specialist	\$105
Technician	\$105
Inspector	\$110
Procurement Specialist	\$110
Technician 2	\$110
Designer 2	\$120
Geologist 1	\$120
GIS Developer	\$120
Scientist 1	\$120
Staff Engineer 1	\$120
Staff Engineer 2	\$125
Technical Service Specialist 1	\$125
Resident Engineer	\$130
Scientist 2	\$130
Designer 3	\$135
Geologist 2	\$135
Engineer 1	\$140
Geologist 3	\$140
GIS Analyst 2	\$140
Scientist 3	\$140
Senior Designer	\$145
Technical Service Specialist 2	\$145
Engineer 2	\$150
Project Geologist	\$150
Project Scientist	\$150
GIS Solutions Analyst	\$155
Planner	\$155
GIS App Developer	\$160
Project Management Professional	\$160
Construction Manager	\$165
Engineer 3	\$165
Project Geologist 2	\$165
Project Technical Specialist 1	\$165
GIS Manager	\$175
Project Engineer	\$175
Project Scientist 2	\$180
Project Technical Specialist 2	\$180
Senior Planner	\$180
Project Engineer 2	\$185
Senior Geologist	\$185
Service Manager	\$185
Project Manager	\$195
Technical Expert 1	\$195
Technical Manager I	\$195
Principal Project Manager	\$210
Project Manager 2	\$210
Technical Expert 2	\$210
Technical Manager II	\$210
Licensed Site Professional	\$230
Senior Project Manager	\$230
Senior Technical Manager	\$230
Chief Technologist	\$245
Director of Practice	\$245
Practice Leader	\$245
Principal	\$245
Senior Technical Leader	\$245
EXPENSES	
Travel	\$0.585 / mile
Other Direct Costs	At Cost Plus 10%
Subconsultants/Subcontractors	At Cost Plus 10%
NOTES	
Mileage rate will change as the federal allowable rate is modified.	

Sent to:
TB,TA,ITC
4/15/22
LD

**COMMITMENT & INTEGRITY
DRIVE RESULTS**

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Via Electronic Mail

February 24, 2022

Supervisor Rob Scorrano
Town of Somers
Town Hall 335 Rt. 202
Somers, NY 10589

Re: Proposal for Professional Services
Planning Department Support

Dear Supervisor Scorrano:

Woodard & Curran is pleased to present this proposal to continue assisting the Town of Somers with municipal planning services. This extension of our existing engineering professional services support provides the Town with coverage for technical support and guidance to administrative staff in coordination with the Town's Consulting Planner.

Scope of Services - Planning Support

Woodard & Curran will provide the Town with approximately 10 hours per week of technical support to the Planning and Engineering Departments' existing administrative staff, including the following services:

- Assist with inquiries from the public and business community;
- Prepare Planning Board Agendas with assistance from Town staff;
- Provide technical assistance during Planning Board meetings;
- Prepare Planning Board meeting minutes;
- Coordinate existing and future Town-secured grant applications and paperwork;
- Work with the Town's grant consultant (J O'Connell) to support Town grants;
- Assist Town departments with capital and strategic planning;
- Implement technology tools to update and streamline application processing; and
- Other duties as budget allows.

Technical review of applications will be performed as part of a separate agreement for those services.

The Town's existing Planning and Engineering administrative staff will continue to perform their existing duties, including:

- Process invoices received from Woodard & Curran, Hardesty & Hanover, Town Attorney, Halston Media, and others;
- Prepare Environmental Public Hearing Notices for Planning Board Environmental items;



- Prepare and distribute circulation list to applicants, at the direction of the Planner;
- Prepare and distribute agenda letters to applicants, at the direction of the Planner;
- Prepare and distribute Lead Agency Notices and Findings, at the direction of the Planner;
- Compile and distribute Planning Board item submittals, at the direction of the Planner;;
- Respond to Planning emails, in coordination with the Planner; and
- Answer Phone calls with Planning Questions/Concerns, in coordination with the Planner.

If the capacity of Town staff changes, such as through addition of a Planning Board Secretary, we will revisit our Scope of Services to rebalance our work with Town resources.

Woodard & Curran and PDA will each provide the services above on a Time and Materials basis. Woodard & Curran's service will be provided accordance with our March 11, 2009 authorized Terms and Conditions and our current Rate Table with the Town at the time of service.

Woodard & Curran will target an estimated average fee of \$7,000 per month, plus additional services as authorized.

Additional services can be provided if authorized by the Town Board, including:

- Prepare modifications to existing codes;
- Prepare updates to the Master Plan;
- Provide support to Town Committees and Boards;
- Provide MS4 reporting services; and/or
- Other services as requested.

Thank you for the opportunity to continue to provide technical support the Town of Somers.

Sincerely,

WOODARD & CURRAN ENGINEERING AND GEOLOGICAL SERVICES P.A. P.C.

Steven C. Robbins, P.E., LEED AP
Project Manager

SEEN AND AGREED:

Robert Scorrano, Supervisor
Town of Somers

Date

Sent to:
TB, TA, TC
4/15/22
KD

Planning & Development Advisors



Creating value by unlocking opportunities

March 7, 2022

Hon. Robert Scorrano, Supervisor
Town of Somers
Town Hall 335 Rt. 202
Somers, NY 10589

Re: Planning, Review and Development Services – Town of Somers, NY

Dear Supervisor Scorrano,

Planning & Development Advisors (PDA) is pleased to provide the Town of Somers (the Town) with the following updated proposed scope of service. PDA has been providing planning services to communities throughout the lower Hudson Valley, including current and recent assignments in the Town of Newburgh, Villages of Ardsley, Buchanan, Elmsford, Sleepy Hollow, Irvington and Port Chester. For the Village of Sleepy Hollow, I have been fortunate to assist that community through one of its most important eras of development to date, including the planning, environmental review and site plan review of the former General Motors property now known as Edge on Hudson. P&DA looks forward to assisting the Town in the review of selected projects and stands ready to assist with additional assignments as they become available.

PDA and Woodard & Curran have an existing long-standing professional relationship having worked together with both the Villages of Ardsley and Sleepy Hollow. As noted previously, PDA would help augment the existing services provided to the Town by Woodard & Curran. As the consulting planner to the Town we would coordinate with their office when plans needed to be reviewed, memos prepared and meetings attended. In the event that other professionals are needed for review we can help coordinate with the Town on the review process.

Accordingly, provided herewith is a retainer agreement for the provision of planning services to the Town of Somers.

Proposed Scope of Work:

P&DA would, at the request of the Town on an on-call basis, and with coordination with the Town Board, Planning Board, other Boards and Commissions and Town staff, typically provide the following, as appropriate:

- project review and consultation with Town Staff and both the Planning Board and Town Board, as appropriate;
- site plan and subdivision reviews;
- on-call projects and reviews, including but not limited to, rezoning applications, planning studies;

101 Lee Avenue
Yonkers, New York 10705
914.552.8413 |
email: davidbsmith1992@gmail.com

- assistance with the preparation of grant applications;
- preparation of environmental review documentation including Short Form EAF, Long Form EAF, Draft and Final Environmental Impact Statements and Environmental Findings;
- preparation of resolutions, and,
- attendance at meetings, public hearings and other presentations.

In addition to the above, it has been requested that this office be available for six (6) hours per week at Town Hall at mutually convenient dates and times to be determined by the Town. At the request of the Town this office can be available for additional office hours as time and scheduling permits. The proposed in-house hours will be reevaluated jointly on a regular basis and adjusted to meet the needs of the Town at their direction.

The following hourly fee schedule applies to services rendered as identified in the Proposed Scope of Work for personnel assigned to tasks:

Principal:	\$150
Technical/Support	\$85

The hourly rate schedule does not include items such as reproduction and printing of plans, documents and specifications and travel which would be billed at our cost.

The accomplishments noted above, and outlined on the attached professional resume, were achieved through close coordination with clients, both municipal and private, department heads, other identified stakeholders and the public. PDA sees an important opportunity to provide these unique skills to assist the Town of Somers. The professional cornerstone of PDA is the ability to create value as part of the planning process through consensus building and incorporating attention to detail. We look forward to working with your community.

You will receive a monthly statement reflecting all services rendered. The monthly statement will also include charges for certain expenses including messenger service, printing and production of documents. Payment to PDA is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.

We hope that you understand that our efforts to provide you with the best possible service at reasonable, professional rates requires that payment of any outstanding balances be made when billed. We cannot continue to provide services when any of our accounts are unpaid for more than thirty days and we reserve the right to suspend or terminate all services until payment is received. Either party has the right to terminate the agreement upon thirty (30) days notice, provided that the Town shall be responsible for payment of all fees earned prior to the date of such termination.

Should you have any questions regarding the above or attached please feel free to contact me directly 914-552-8413 or by email davidbsmith1992@gmail.com. We look forward to continuing working with the Town of Somers. If this proposal is satisfactory, please indicate your acceptance in the space designated below and return a copy for counter-signature.

Kind Regards,

David B. Smith
Principal

I understand the nature and scope of the proposed
representation and agree to be responsible for all fees
and charges incurred:

Accepted by: _____ Date: _____
On behalf of the Town of Somers

Planning & Development Advisors

FIRM PROFILE

Planning & Development Advisors (PDA) is a sole proprietary land use planning and real estate development consulting firm formed in 2014 by David B. Smith. Mr. Smith's career as a planning and development professional has spanned three decades, with extensive experience in providing land use planning, environmental and entitlement services to municipalities, public agencies, not-for-profits, and private developers. Having worked directly with both local government and private real estate development companies, he has an in-depth knowledge of the needs and objectives of both participants in the development process. This background has enabled him to be an effective consensus builder and problem solver who can achieve positive results and efficient designs expeditiously, saving his clients time and costs associated with the length of the approval process.

Mr. Smith utilizes a broad and comprehensive background in planning, engineering, and environmental design to bring projects to a successful conclusion and implementation. A trusted advisor with a proven track-record in successful public outreach, stakeholder negotiations, and owner representation often under time-sensitive constraints and involving complex challenges related to operational land use and local constituent issues.

PDA helps communities and landowners reach sound, informed decisions on issues affecting future development of a region, municipality, neighborhood, special area or particular site. The firm offers services ranging from specific plans and environmental studies to complex development strategies and on-going assistance with approvals and implementation. PDA frequently works with designers, engineers and attorneys as part of a professional team. The firm's knowledge of the development process, and of Federal, state and local environmental requirements, enables it to assist clients in assembling and managing the appropriate mix of disciplines for a particular assignment.

CUSTOMARY AREAS OF SERVICE

Municipal Planning and Zoning

For cities, towns and villages we provide planning services to review site plan, subdivision and special permit applications before various municipal boards and committees. For public and private clients, we develop new zoning ordinances and maps, proposals for code revisions and special districts and subdivision regulations and other land development controls.

- Current Planning Retainers (Villages of Sleepy Hollow, Elmsford, Ardsley and Towns of Somers and Newburgh, NY)
- Rezoning of the former Indian Point Energy Center and surrounding area
- Sleepy Hollow Linkage Study
- Port Chester Downtown/Waterfront Linkage Study
- Newburgh Design Guidelines

Comprehensive Planning

For new and existing communities, we produce realistic and achievable comprehensive and master plans to balance needs and resources, guide growth, and program public facilities and services.

Planning & Development Advisors



David B. Smith, Principal

Creating value by unlocking opportunity

Our plans recognize the need to provide housing choices, protect environmental resources, promote economic development and resolve transportation issues. In addition, the firm has significant experience in the preparation and implementation of Local Waterfront Revitalization Programs. A hallmark of the firm is their ability to effectively engage the public as part of the planning process to create plans that are reflective of constituent needs and concerns.

- Village of Irvington Comprehensive Plan Update (WMPF Planning Award Winner)
- Town of Southampton Eastport/Speonk/Remsenburg/Westhampton/North Sea Area Study
- Village of Greenport LWRP
- Town of Newburgh Comprehensive Plan (Update ongoing)
- Village of Elmsford Comprehensive Plan
- City of Port Jervis LWRP

Environmental Studies

To address the requirements of the New York State Environmental Quality Review Act (SEQRA), the National Environmental Policy Act (NEPA) and other Federal, state and local laws and policies, PDA prepares environmental assessments and impact statements. We also assess the environmental aspects of comprehensive plans and development proposals. We have successfully utilized techniques for review under SEQR that maintained the integrity of the process but made it more time sensitive and focused.

- United Hospital Redevelopment, Port Chester, NY (Entitlements received)
- Sleepy Hollow LDC East Parcel Redevelopment (on-going)
- Rivertowns Square, Dobbs Ferry, NY (Built)
- Peekskill Waterfront Community Redevelopment Plan, Peekskill, NY
- The Collection, White Plains, NY (on-going)
- NYC DEP East of Hudson Police Precinct, Mt. Pleasant, NY (Built)

Community Redevelopment and Brownfields

For municipalities, developers and not-for-profit organizations, we provide studies and plans that address site planning factors for all types of housing; applications for assisted and affordable housing; zoning incentives and other initiatives to create affordable housing; and planning related to redevelopment efforts for communities that have brownfields as part of Brownfield Opportunity Area (BOA) planning.

- The Orchard BOA, City of Glen Cove, NY
- Hudson Park Phase III Residential Community and TOD, Yonkers, NY (Built)
- Orange Avenue TOD Redevelopment, Suffern, NY (Built, marketed as "The Sheldon")
- Senior Housing Zoning, Sleepy Hollow, NY (Approved and built)
- Affordable Housing Zoning, Town of Newburgh
- Urban Renewal Services (Yonkers, Suffern, Port Chester)
- North Chenango River Corridor BOA, Binghamton, NY

Phone (914) 552-8413 Fax (914) 968-2756
Davidbsmith1992@gmail.com

Planning & Development Advisors



David B. Smith, Principal

Creating value by unlocking opportunity

Land Development and Feasibility Studies

For landowners, we provide land development concept plans, physical impact and optimum size for development given site constraints, zoning and other factors. To maximize the return from real estate assets, we prepare due diligence evaluations, feasibility studies and fiscal impact analyses of proposed plans and projects. Evaluations of economic factors are integrated with our physical plans to ensure that they are realistic and implementable.

- Fiscal and Planning Analysis Kings Landing II, Troy, NY (on-going)
- Cedar Common mixed use, Dobbs Ferry, NY (aproved)
- Kingsview Subdivision, Mt. Pleasant, NY (approved)
- Garden Road Subdivision, Scarsdale, NY (on-going)
- Corning Hospital Campus Reuse Plan, Corning, NY
- Town of Killingly, CT Industrial Park Site Selection Evaluation
- Quinebaug Valley (CT) Community College Master Plan
- Taconic Tract Residential Community, Mt. Pleasant, NY (on-going)
- Station Lofts, Port Chester, NY (approved)
- 16-18 Main Street, Port Chester, NY (on-going)
- Hale Avenue, White Plains, NY (approved)

Special Planning Studies

We are often called upon to prepare, or participate in the preparation of, reports and plans that respond to specific client requests that are not within the typical scope of services. The firm will often participate as part of a larger consulting team, often in the coordinating role.

- Downtown White Plains Transit District Study
- McLean Avenue Corridor Plan
- Town of Newburgh Open Space Plan
- Village of Sleepy Hollow Wireless Communication Plan
- Village of Port Chester Inter-modal Transportation Study

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DAVID B. SMITH

Yonkers, NY 10705

<http://www.linkedin.com/in/dbsmith1/>

(914) 552 - 8413

davidbsmith1992@gmail.com

EXECUTIVE PROFILE

A Land Use and Real Estate Development professional with extensive experience providing land use planning, environmental and entitlement services to municipalities, public agencies, not-for-profits, and private developers. Utilized a broad and comprehensive background in planning, engineering, and environmental design to bring projects to a successful conclusion and implementation. A trusted advisor with a proven track-record in successful public outreach, stakeholder negotiations, and owner representation often under time-sensitive constraints and involving complex challenges related to operational land use and local constituent issues. Effective in establishing and building long lasting client relationships.

PROFESSIONAL EXPERIENCE

PLANNING & DEVELOPMENT ADVISORS, Yonkers, NY

2014 – Present

Founding Principal

Run a sole propriety land use planning and real estate entitlement consulting company to create long-lasting value in land development.

- Recently retained to develop zoning legislation for the former Indian Point Energy Center
- Retained to provide Planning Director services to the Town of Somers, NY
- Provide strategic counsel for major redevelopment in downtown Troy, NY for IDA financing
- Assist the Sleepy Hollow LDC in the preparation of zoning map amendments related to the disposition and redevelopment of strategic property holdings.
- Provided strategic counsel to Rose Associates on redevelopment of the former United Hospital property (Port Chester, NY) for repositioning through new development, providing overall SEQR coordination for project review
- Retained to assist the Town of Greenburgh in the review of proposed senior housing floating zone legislation and site plan review.
- Retained to provide zoning and site plan entitlement services for major TOD project in the Village of Tarrytown
- Retained to prepare the Village of Irvington's Comprehensive Plan Update
- On call services to the Mt. Pleasant IDA to provide community economic benefit services related to cost benefit analysis for project development review
- Provided zoning and site plan entitlement services for major TOD project in Village of Port Chester downtown
- Providing local land use and zoning counsel for major planning study at the White Plains Trans Center
- Coordinating the environmental review process documentation for The Collection, a major mixed-use redevelopment project in the City of White Plains
- Providing planning and development services to the Sleepy Hollow Local Development Corporation for the redevelopment of key Village assets, including DPW, recreation and community facilities
- Preparation of economic impact analysis of a new Technology Park in the Town of South Windsor, Ct
- Coordinating zoning and environmental approval for implementation of TOD as part of Urban Renewal Plan, Suffern, NY, assisted in application process to the Rockland County IDA
- Assisting the Town of Killingly, CT with fiscal evaluations of new industrial park location planning
- Providing planning and zoning review services to the Town of Newburgh
- Establish and enhance growing clientele list

VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, PC, White Plains, NY 2010 – 2014

Associate/Senior Development Advisor

Coordinated multi-disciplinary business development efforts for planning, landscape architecture, civil and traffic engineering practices.

- Championed two New York State brownfield opportunity area (BOA) projects from inception to completion, including the subsequent award of an additional \$460,000 in grant funding for follow up implementation projects related to roadway and utility infrastructure
- Led the planning efforts as part of an award winning team for NY Rising Community Reconstruction Program making the Broome County region eligible for an additional \$3.0 million in grant funding for regional resiliency planning

PROFESSIONAL EXPERIENCE (continued)

- Maintained and enhanced existing client relations
- Coordinated the environmental review for a multi-million dollar mixed use project which included Robert Redford's first Sundance Theatres on the East Coast.
- Completed the entitlement process for a major transit oriented development project along Metro-North's Hudson Line at the City of Yonkers waterfront

SACCARDI & SCHIFF, INC., White Plains, NY

1988 – 2010

Principal

Conducted and supervised complex environmental review and land planning studies including outreach and negotiations in final approvals for both public and private sector clients.

- Coordinated public review for \$1.2 billion redevelopment program for the former North Tarrytown (NY) GM Assembly Plant site for mixed use (residential, retail, hotel, recreation)
- Progressively managed and mentored 15 staff on public and private sector assignments
- For the Town of Newburgh the preparation of the Town's Comprehensive Plan Update resulted in an additional \$135,000 in additional plans (Open Space, Hamlet), design guidelines, and zoning text amendments to promote good planning principles
- Assisted the Village of Sleepy Hollow in recreation planning which led to the Village obtaining more than \$1.0 million in grant funding for new recreational fields
- Utilized innovative environmental review techniques which helped streamline the environmental review process resulting in a savings in time and cost without compromising public involvement or sound planning practice
- Processed major environmental reviews for project in the Villages of Sleepy Hollow (Kendal on Hudson, Ichabod's Landing, Reservoir Expansion), Port Chester (the Waterfront at Port Chester), Rye Brook (Pfizer Corporate Learning Center, Belle Fair residential community), Briarcliff Manor (Tara Circle, The Garlands of Briarcliff); Towns of Greenburg (Chelsea Parc, Valimar), Mt. Pleasant (NYC DEP Police Station, Kensico Dam Road Closure) and Newburgh (Newburgh Auto Auction); and, the Cities of Yonkers (Riverpark Center) and Peekskill (Peekskill Waterfront)
- Conducted comprehensive planning studies in Sleepy Hollow (Waterfront Linkage Study), Yonkers (McLean Avenue Corridor Study, Alexander Street Brownfields Plan), Town of Southhamton (Eastport/Speonk/Westport/Remsenberg and North Sea Hamlet Studies), Port Jervis (Local Waterfront Plan), Elmsford (first Village Comprehensive Plan), Port Chester (Waterfront Linkage Study), and Town of Newburgh (Comprehensive Plan Update, Open Space Plan, Design Guidelines)

EDUCATION

BS Environmental Design (cum laude), UNIVERSITY OF MASSACHUSETTS, Amherst, Ma
Graduate Study, Regional Planning, CORNELL UNIVERSITY, Ithaca, NY

PROFESSIONAL AFFILIATIONS

Board Member – The BDC Group (<https://www.thebdcgroup.com/>)

American Planning Association

Westchester Municipal Planning Federation

Housing Action Council, Inc. Westchester County

Yonkers Chamber of Commerce

Westchester County Association (Blueprint and Economic Development Committee Member)

Bajart Park Steward

Special Assistant – Watertown Ct Youth Hockey - Disabled Hockey Program

Assistant Coach - Fordham University Men's Hockey 2017-2018 and 2018-2019 MCHC Champions

2019 and 2020 National Championship Tournament participant