

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, SEPTEMBER 8, 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):

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

IV. APPROVAL OF MINUTES:

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

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VI. BUSINESS OF THE BOARD:

A. TOWN BOARD:

1. Town of Somers Covid-19 – Update
2. Lake Shenorock Revitalization – Presentation - Alejandro Reyes, Aquatic Ecologist, Northeast Aquatic Research LLC
3. Tax Certiorari Settlement – Discussion
4. Best Plumbing – Special Exception Use Permit - Discussion
5. Authorize the Supervisor to sign the East of Hudson Watershed Corporation agreements related to the Channel Stabilization Project at 110 Woodcrest Terrace per referral from Steven Woelfle, Engineering Department.
6. Authorize going to bid for two (2) 2022 Chevrolet Trax AWD LS not to exceed \$35K per vehicle and one (1) 2023 Chevrolet Trailblazer AWD LT not to exceed \$40K per September 2, 2022 email from Bob Kehoe, Finance Director.
7. Authorize the Supervisor to execute the following:
 - a. The renewal extension clause in the Bee & Jay Plumbing and Heating Corp. plumbing contract allowing the Town to reserve the right to extend the contract for up to an additional two (2) years with no more than a 2% increase per year per memo dated September 1, 2022 from Thomas J. Tooma, Building Inspector.
 - b. The renewal extension clause in the North County Electric electrical contract allowing the Town to reserve the right to extend the contract for up to an additional two (2) years with no more than a 2% increase per year per memo dated September 1, 2022 from Thomas J. Tooma, Building Inspector.
 - c. The renewal extension clause in the Sueco HVAC contract allowing the Town to reserve the right to extend the contract for up to an additional two (2) years with no more than a 2% increase per year per memo dated September 1, 2022 from Thomas J. Tooma, Building Inspector.

B. PARKS & RECREATION: No additional business.

C. FINANCIAL: No additional business.

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D. HIGHWAY: No additional business.

E. PERSONNEL:

1. Current Vacancies:

- a. Affordable Housing Board (3- 2-year terms ending 7/11/2024.)
- b. Assessment Board of Review (1- 5-year term ending 9/30/2023.)
- c. Library Board of Trustees (1 – 5-year term ending 12/31/2025.)
- 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. Assessment Board of Review (1- 5-year term ending 9/30/2022.)

3. Authorize the re-appointment of Michael Bayliss to the Somers Affordable Housing Board to a two-year term ending July 11, 2024.

F. PLANNING & ENGINEERING: No additional business.

G. POLICE: No additional business.

H. CONSENSUS AGENDA:

- 1. Authorize the return of the following Bond per August 25, 2022 memo from Steven Woelfle, Engineering Department:
 - a. \$500.00 Erosion Control Bond – Heritage Hills Society, LTD
Wetland and Watercourse Protection and Stormwater Management
and Erosion and Sediment Control Permit #WSMESC2019-24
TM: 17.06-10-16
West Hills Drive
- 2. Authorize the solicitation of Request for Proposals to hire a company to renovate the Teen Room per memo dated August 18, 2022 from Jennifer Daddio, Director of the Somers Library.
- 3. Authorize the Supervisor to execute the Adopt-A Road Program for Forest Lane and Eastview Place to Lakeview Drive Renewal Agreement.

**SOMERS TOWN BOARD
REGULAR MEETING - 7:00pm
THURSDAY, SEPTEMBER 8, 2022
www.somersny.com**

2022 Calendar

September 8, 2022	7:00pm	Town Board Regular Meeting
October 6, 2022	7:00pm	Town Board Work Session
October 13, 2022	7:00pm	Town Board Regular Meeting
November 10, 2022	7:00pm	Town Board Work Session / Regular Meeting
December 1, 2022	7:00pm	Town Board Work Session
December 8, 2022	7:00pm	Town Board Regular Meeting

9/6/2022 4:21 PM

SomersNY-Supervisor/Shared Documents/kdelucia/TB Agendas/2022/Sep 8 2022 Regular Meeting.docx

*Sent to:
TB, TA, TC
9/2/2022
KD*

Kim DeLucia

Subject: EOHWC, Channel stabilization project at 110 Woodcrest Terrace

From: Kevin Fitzpatrick <kevin@eohwc.org>
Sent: Wednesday, August 24, 2022 10:33 AM
To: Kim DeLucia <kdelucia@somersny.com>
Cc: Steve Woelfle <swoelfle@somersny.com>; Robert Scorrano <rscorrano@somersny.com>; Tammi Savva <tsavva@somersny.com>
Subject: RE: EOHWC, Channel stabilization project at 110 Woodcrest Terrace

Kim,

I've sent a link to a drop box location where the installation agreements can be found in separate email. They were too large to send through Outlook.

Please let me know if you have any questions or if the project needs clarification.

Thank you

Kevin Fitzpatrick, P.E.

Director of Engineering
East of Hudson Watershed Corporation
2 Route 164, Suite 2
Patterson, NY 12563
www.eohwc.org

Phone: 845-319-6349
Fax: 845-319-6391

From: Kevin Fitzpatrick
Sent: Wednesday, August 24, 2022 9:39 AM
To: 'Kim DeLucia' <kdelucia@somersny.com>
Cc: Steve Woelfle <swoelfle@somersny.com>; Robert Scorrano <rscorrano@somersny.com>; Tammi Savva <tsavva@somersny.com>
Subject: RE: EOHWC, Channel stabilization project at 110 Woodcrest Terrace

Kim,

Please see attached.

- Temporary construction access
 - 10 Farese Way
 - 112 Woodcrest Terrace
- Long term access for installation and O&M of the stormwater retrofit
 - 110 Woodcrest Terrace
 - CB inserts within the neighborhood

I'd be happy to provide extra detail on the work, as it has been complicated from the beginning. We hope to be able to replace the culvert pipe that is discharging on to the Dachille property as part of this project, but we will need to identify

that as an add-on for the construction bid and make that determination with the Town of Somers when construction values come back. That piece of the project is considered outside the scope of the retrofit.

Kevin Fitzpatrick, P.E.

Director of Engineering
East of Hudson Watershed Corporation
2 Route 164, Suite 2
Patterson, NY 12563
www.eohwc.org

Phone: 845-319-6349
Fax: 845-319-6391

Sent to:
TB, TA, TC
9/2/2022
Kd

**AGREEMENT FOR INSTALLATION
OF STORMWATER RETROFIT PROJECT
S-AM-1015**

THIS AGREEMENT is made and entered into the _____ day of _____, 20__, by and between EAST OF HUDSON WATERSHED CORPORATION ("EOHWC"), a local development corporation having its principal office at 2 Route 164, Patterson, New York, 12563 and the TOWN OF SOMERS, having its town offices at 335 US-202, Somers, NY 10589, ("Municipality"); collectively referred to as the "Parties".

WHEREAS, EOHWC is assisting its member municipalities, of which the Municipality is one, in complying with the New York State Department of Environmental Conservation (NYSDEC) Municipal Separate Storm Sewer Systems Permit effective May 1, 2010 (MS4 Permit) by the design and installation of stormwater retrofit projects approved by NYSDEC; and

WHEREAS, the Municipality desires to cooperate with the effort to reduce stormwater runoff carrying potential contamination into surface waters of the State and thereby to assist the municipalities in complying with the MS4 Permit;

NOW, THEREFORE, in consideration of the premises and the respective representations and agreements hereinafter contained, the Parties agree as follows:

Section 1. EOHWC shall undertake on the Municipality's property, at EOHWC's own expense and with the permission and consent of the Municipality, the stormwater retrofit project set forth in the Project Description appended hereto as Exhibit A ("Stormwater Retrofit Project").

Section 2. The Municipality hereby permits EOHWC, its employees, contractors, subcontractors and agents nonexclusive access to the site location for the duration of construction, implementation, repair and maintenance for the time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit.

Section 3. It is understood and agreed that funding for the Stormwater Retrofit Project comes from the City of New York pursuant to the funding agreement between EOHWC and the City and from similar agreements between EOHWC and Putnam County and EOHWC and Westchester County (collectively the "Funding Agreements"). All provisions of the Funding Agreements applicable to stormwater retrofit projects and the funding therefor are incorporated herein by reference. Eligibility of the projects for funding shall be determined by the Funding Agreements.

Section 4. EOHWC shall procure all necessary approvals and permits for the construction and installation of the Stormwater Retrofit Project and shall have sole and exclusive supervision and control of the construction of all improvements upon the Property, including the selection of materials and contractors. The Municipality shall use its best efforts to keep all approvals and permits for the Stormwater Retrofit Project current and effective for the time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit.

Section 5. EOHWC shall not at any time permit or suffer any lien to be attached to the Property, and, if attached, shall within thirty (30) days cause the same to be discharged and released. EOHWC shall obtain at its expense and require all contractors retained to do such work to carry the forms of insurance set forth in Exhibit "B",

naming the Municipality as additional insured. EOHWC shall also require such contractors to indemnify and hold harmless the Municipality, and its officers, employees, agents and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the work.

Section 6. The Municipality shall have the obligation, and EOHWC shall have the right, but not the obligation, to maintain, repair, alter, add to or reconstruct the Stormwater Retrofit Project on the Property as often and whenever needed, and the Municipality shall not obstruct or impede EOHWC in the exercise of that right. The required operation and maintenance procedures and reporting obligations are set forth in Exhibit "C" ("Maintenance Program"). The Municipality shall perform the required O&M Procedures and provide the required inspection and maintenance documentation as described in Exhibit "C".

Section 7. All structures and improvements created hereunder shall belong to the Municipality, provided that the Municipality shall not remove or terminate any Stormwater Retrofit Project for the time during which the project is needed to satisfy the MS4 Permit without the express written consent of EOHWC.

Section 8. EOHWC may, at its option, obtain a current survey of the Property, made and certified by a licensed surveyor or engineer, showing the location, area, boundaries and dimensions of the Stormwater Retrofit Project, the relevant location thereof with respect to streets or highways and the location or proposed location of utility lines.

Section 9. The Municipality agrees not to make any claims against EOHWC for, or by reason of, any inconvenience or interference with the Municipality's use, occupancy or enjoyment of the Property or the use, occupancy or enjoyment of any person claiming under or through the Municipality, including without limitation tenants, invitees, guests, licensees or others, associated with the EOHWC's activities under this Agreement.

The Municipality represents that it has no knowledge of the existence (actual or alleged) beneath the Property of any fuel tanks or barrels, has no knowledge of any environmentally hazardous or toxic substances or materials on or under the Property, nor of any hazardous waste or toxic substance contamination of the Property (as defined in § 27-0901 and/or § 7 1-2702 of the New York State Environmental Conservation Law) or regulated under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), or other Federal, state or local rule or regulation, and has no knowledge of any active violations of any such laws, rules or regulations, nor of any ongoing remediation efforts, and is not aware of any contamination caused by any other party, other than that which may be documented by the reports if any, supplied by Municipality to EOHWC and identified at [Exhibit A – Stormwater Retrofit Project] attached hereto. EOHWC may suspend or terminate future performance under this Agreement in the event of any such conditions suspected or identified during the course of Stormwater Retrofit Project design or construction. The Municipality acknowledges that EOHWC assumes no responsibility for any such condition. Nothing herein is intended to relieve any third party from any liability under the Comprehensive Environmental Response, Compensation, and Liability Act or other applicable laws.

Section 10. EOHWC and its agents and contractors shall conduct all work activities on the Property in a workmanlike manner and in accordance with prevailing industry practices, standards and procedures. EOHWC shall plan, schedule, and conduct its activities as expeditiously as is reasonably practicable and shall conduct such activities in a manner which avoids any inconvenience, disruption or interference to the Municipality's use of the

Property and/or the business or operations being conducted by the Municipality at the Property to the extent reasonably practical.

Section 11. This Agreement shall be effective when fully executed by the Parties and shall terminate upon the completion of the time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit.

Section 12. The Municipality hereby covenants that the Municipality has good right to execute this Agreement; shall do nothing in the Property which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to EOHWC. Any future mortgage shall be subordinate to this Agreement.

Section 13. This Agreement shall run with the land for the time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit and is binding upon the Municipality, its successors and assigns.

Section 14. If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not be affected or impaired in any way.

Section 15. This Agreement shall be recorded in the office of the County Clerk, County of Putnam.

Section 16. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF the authorized representatives of EOHWC and the Municipality have executed this agreement.

EAST OF HUDSON WATERSHED CORPORATION

By _____
Richard Williams, Sr., President

TOWN OF SOMERS

By _____
Robert Scorrano, Town Supervisor

STATE OF NEW YORK)

) ss.

COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)

) ss.

COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBITS

- | | |
|----|--------------------------------------------|
| A. | Description of Stormwater Retrofit Project |
| B. | Required Forms of Insurance |
| C. | Maintenance Program |

Exhibit A – Description of Stormwater Retrofit Project

Stormwater Retrofit Projects S-AM-1015, Woodcrest Terrace

The proposed SRP is for the installation of catch basin filter units within the existing paved areas shown on the attached site map prepared by Pittingaro & Doetsch, within the Town of Somers. Existing runoff reaches these catch basins through sheet flow on site prior to discharge into the proposed channel stabilization project, and then into the Amawalk Reservoir. The project proposes to treat this stormwater runoff prior to discharge. No disruption to the physical roadway will be performed without immediate remediation, and each catch basin installation is expected to take approximately 30 minutes. The entire project will be installed over the course of a week.

Exhibit B

PROJECT: S-AM-1015

PROJECT LOCATION: Woodcrest Terrace and surrounding areas, Somers, New York

Insurance requirement:

The following insurances will be maintained by EOHWC, naming the following as additional insured:

1. The City of New York, including its officials and employees
2. Town of Somers
3. Any other agencies and/or entities required by any other contracts and/or agreements

Worker's Compensation: Statutory per New York State law without regard to jurisdiction

Employer's Liability: Statutory

Commercial General Liability CG 00 01 (ed. 10/02) or equivalent- Combined Single Limit - Bodily Injury and Property Damage:

\$2,000,000 per occurrence

\$2,000,000 products/completed operations aggregate

\$4,000,000 general aggregate

\$25,000 maximum deductible

Automobile Liability: CA 00 01 (ed. 6/92) or equivalent. (See Section B.4, below)

Combined Single Limit - Bodily Injury and Property Damage

\$500,000 each occurrence

The following coverage must be provided:

(X) Comprehensive Form (X) Owned (X) Hired (X) Non-Owned

Where applicable: Professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence.

StormBasin™

StormPod®

Servicing, Maintenance and Disposal

The StormBasin and StormPod like other storm water remediation devices require regular maintenance to remain efficient as storm water filters. By their nature, filters are meant to retain materials whether its coarse debris, dissolved pollutants or even bacteria and eventually this collection of “stuff” must be removed and the spent filtering media exchanged. This fact was quickly recognized as we evaluated competitive insert filters during the design phase of the StormBasin and StormPod. To minimize servicing requirements and extend maintenance intervals both units have benefited from a number of simple but effective features:

Large Collection Basin:

The StormBasin and StormPod feature extra large, HD plastic collection basins. In standard filtering mode, the basin collects and focuses the runoff water to the cartridges while providing storage volume for the collection of sediments, trash and debris. A large basin will be able to operate longer and retain more debris while still maintaining the flow of water to the cartridges.

Sealed, High-flow, Filter Cartridge System:

Both the StormBasin and StormPod use Fabco’s patented Filter Cartridge system. New Cartridges are quickly installed through a hole in the bottom of the basin. A simple twist locks the filter securely in place even during back flow conditions.

During maintenance the cartridge remains in place for Vac-truck operations. With the debris removed, the one piece cartridge can be removed and easily transported for disposal. The unique Fabco Filter Cartridge fits all StormBasin and StormPod designs!

Unique, Cartridge Pre-filter extends filter life:

Each Fabco Filter Cartridge features a large, coarse, polyurethane foam pre-filter at the top of the cartridge body that extends upwards into the plastic basin. Unlike some competitive designs that actually collect sediments and debris in a recessed box above the filter media resulting in reduced treatment and by-pass, the Fabco pre-filter offers more surface area and is designed to shed debris and keep it in the basin. Up to 6 inches or as much as 4 to 5 cubic feet of debris can be collected before the pre-filter is covered. The flexible foam is easily brushed off during maintenance activities and is ready for more use.

Suggested Servicing and Maintenance activities:

Prior to installation of either the StormBasin or StormPod Fabco Industries recommends thoroughly cleaning the selected catch basin vault of any accumulated sediments and debris.

Once installed the StormBasin and StormPod require periodic cleaning which is wholly dependent upon local conditions. In general Fabco Industries recommends cleaning the StormBasin/StormPod unit 2 to 3 times per annum by removing the debris, sand and silt.

A cleaning schedule should consider, road grades, surrounding vegetation, size of the filtering unit and seasonal changes. A large parking lot with limited trees and bushes would have a different schedule than a tree lined housing development.

Maintenance schedule example:

1) Customer located in the northeast 2) Unit installed in the month of June 3) Site is a relatively flat parking field with some trees and bushes.

- 1) First Cleanout October/November
- 2) Second cleanout March
- 3) Third Cleanout May with Filter change

By examining the quantity of debris removed changes can be made to the schedule.

Filter Cartridge Exchange:

The Fabco Industries filter cartridges used in the StormBasin product are designed primarily to capture floating and emulsified hydrocarbon compounds, dissolved heavy metals nutrients and pathogens (bacteria).

5-types of filtering media can be used together or independently in our cartridge body:

- FABGUARD: treated open cell foam product restricts build up (scum) and movement of bacteria through the cartridge
- FABMAX: treated filter media for treating hydrocarbon based compounds
- FABSORB: Fibrous filter material for absorbing hydrocarbon based compounds
- FABLITE: Natural ION exchange compound for heavy metals
- FABPHOS proprietary filter media for treating the soluble Phosphates and Nitrogen compounds

Based on typical pollutant concentrations as published in numerous State Stormwater management Design manuals, Fabco recommends changing the cartridge(s) on an annual basis. Users with suspected higher than normal levels of Hydrocarbons and Heavy metals should consider more frequent changes. Fabco can supply specially modified StormBasins and StormPods to enable field testing.

Disposal:

There are two disposal aspects to consider with the Fabco Industries StormBasin and StormPod units

1. Disposal of the captured sediments, debris and trash
2. Disposal of the spent filter cartridge

Fabco Industries is recommending a minimum 2-3 basin clean outs per year. Under typical local and state regulations, the collected material is considered equivalent to material collected during street sweeping operations. This material is normally considered contaminated non-hazardous solid waste. However as with all waste products intended for disposal, it is up to the generator to properly characterize the waste prior to disposal. After proper characterization the generator can proceed with disposal under the guidance of local, state and federal regulations.

The Fabco Industries Filter Cartridges are manufactured from some or all of the following listed items

1. Polypropylene: Body, grills, and color rings
2. Polypropylene open cell foam
3. FABGUARD treated antimicrobial treated foam pad
4. FABMAX treated hydrocarbon filter media
5. FABSORB polypropylene, fibrous absorbent pad

6. FABPHOS synthetic pad treated for nutrients

7. FABLITE, natural Zeolite compound

The MSDS sheets for each of these materials (accessible on the website) shows that each of the virgin materials is non-toxic and safe for the environment.

Based on the pollutant concentrations listed in the New York State Storm water design manual, spent filter cartridges typically will be considered non-hazardous solid waste and can be disposed of in a landfill.

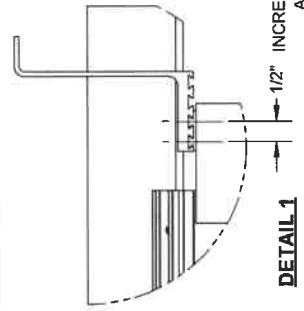
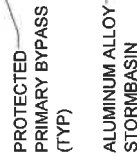
- The FABGUARD treated foam pre-filter has no absorbent properties and will certainly contain captured solids and trace levels of hydrocarbons.
- The FABSORB oil absorbent pads will be considered similar to oily rags.
- The FABMAX treated foam pads permanently bond with hydrocarbon compounds. Testing under Federal RCRA disposal guidelines confirms that in most cases spent pads pass TCLP testing protocols for non-hazardous disposal.
- The FABLITE should capture and retain the majority of heavy metals. Extensive testing of the FABLITE material confirms that it is capable of capturing and permanently retaining these ionic species, allowing non-hazardous disposal.
- FABPHOS treated pads when used for nutrient treatment should be safe for disposal. The pads are a treated, synthetic material that is non-hazardous, non-toxic and non-biodegradable. Fabco recommends that the pads be characterized by the generator prior to disposal.

Based on discussions with State DEC officials and local disposal companies while landfill is a possibility, the high BTU value of the spent cartridge suggests incineration as the preferred method of disposal. Laboratory analysis of spent cartridges by COVANTA Secure Services confirms that it would be acceptable by them for disposal.

Fabco Industries would like to conclude by reaffirming that it is up to the generator to properly characterize all waste products and to arrange for proper disposal, under local, state and federal regulations.

NOTES:

1. WEIGHT (EMPTY): 20 LB MAX, NO CARTRIDGES
2. MATERIAL:
 - A) ADJUSTABLE FLANGE AND DEFLECTOR: ALUM. ALLOY 6063-T6
 - B) BASIN: ALUM ALLOY 6000 SERIES
 - C) CORNER FILL: ALUMINUM ALLOY: 5052-H32
 - D) SUPPORT HARDWARE: CRES 300 SERIES
3. PERFORMANCE CHARACTERISTICS (TYP):
 - A) DEBRIS CAPACITY: 3.0 CU-FT
 - B) FILTERED FLOW RATE (STANDARD CARTRIDGES): 230 GPM (0.5 CFS)
 - C) PRIMARY BYPASS FLOW RATE: 1500 GPM (3.3 CFS)
4. CLEAR OPENING RANGE (0.5 INCH INCREMENTS):
 - A) MINIMUM SIZE: 16.5 X 31.5
 - B) MAXIMUM SIZE: 18.5 X 33.5
5. RECOMMENDED MINIMUM VAULT DEPTH 2-IN BELOW CARTRIDGES
6. TYPICAL INSTALLATION: REMOVE STORM GRATE, MEASURE CATCH BASIN FRAME CLEAR OPENING AND ADJUST FLANGES TO REST ON GRATE SUPPORT LEDGE. INSTALL STORMBASIN INSERT AND VERIFY THE ADJUSTABLE FLANGES ARE SECURELY RESTING ON THE GRATE SUPPORT LEDGES. REINSTALL THE STORM GRATE DIRECTLY ON THE STORMBASIN SUPPORT FLANGES.
7. FOR MORE INSTALLATION DETAILS VISIT THE FABCO WEBSITE: WWW.FABCO-INDUSTRIES.COM
8. USE ONLY WITH FABCO REPLACEABLE MEDIA CARTRIDGES.



DETAIL 1

PROPRIETARY AND CONFIDENTIAL

THIS DOCUMENT IS THE PROPERTY OF
FABCO INDUSTRIES AND IS CONVEYED
WITH THE EXPRESS CONDITION THAT IT
AND THE INFORMATION CONTAINED
HEREIN NOT BE USED, REPRODUCED,
OR REPAIRED FOR ANY PURPOSES
WITHOUT THE EXPRESS WRITTEN CONSENT OF
FABCO INDUSTRIES, AND THAT NO
RIGHT IS GRANTED TO DISCLOSE OR
SO USE ANY INFORMATION CONTAINED
HEREIN WITHOUT DOCUMENT

[illegible]

Sent to:
TB, TA, TC
10/9/2/2022
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**AGREEMENT FOR INSTALLATION
OF STORMWATER RETROFIT PROJECT
S-AM-1015**

THIS AGREEMENT is made and entered into the _____ day of _____, 20____, by and between EAST OF HUDSON WATERSHED CORPORATION ("EOHWC"), a local development corporation having its principal office at 2 Route 164, Patterson, NY, TOWN OF SOMERS, having its town offices at 335 US-202, Somers, NY 10589, ("Municipality") and Thomas & Amy Hunter ("Owner"), having a mailing address of 10 Farese Way, Amawalk, NY 10501. EOHWC, Town and Owner are referred to as the "Parties".

WHEREAS, EOHWC is assisting its member municipalities, of which the Municipality is one, in complying with the New York State Department of Environmental Conservation (NYSDEC) Municipal Separate Storm Sewer Systems Permit effective May 1, 2010 (MS4 Permit) by the design and installation of stormwater retrofit projects approved by NYSDEC; and

WHEREAS, the Owner desires to cooperate with the effort to reduce stormwater runoff carrying potential contamination into surface waters of the State and thereby to assist the municipalities in complying with the MS4 Permit;

NOW, THEREFORE, in consideration of the premises and the respective representations and agreements hereinafter contained, the Parties agree as follows:

Section 1. The Owner is the fee owner of certain premises located in the Town of SOMERS, County of Westchester and State of New York having tax map number: 27.17-1-23, commonly known as 10 Farese Way, Amawalk, New York, 10501 and more fully described in Exhibit "A" (the "Description of Property").

Section 2. EOHWC shall undertake at EOHWC's own expense and with the permission and consent of the Owner, the stormwater retrofit project set forth in the Project Description appended hereto as Exhibit "B" ("Stormwater Retrofit Project") and shall make all efforts to complete the installation by the end of 2022.

Section 3. Owner hereby grants and conveys unto EOHWC, its successors and assigns to the Town of Somers for the period of time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit, (i) a temporary easement over, across and within the premises described in Exhibit "C" hereto ("Easement Premises"), for the purpose installing, constructing, operating, maintaining, repairing and replacing, as necessary, the Stormwater Retrofit Project all in accordance with stormwater best management practices.

Section 4. EOHWC's and Town's access to the Easement Premises shall be unrestricted during normal business hours or, upon reasonable notice, during non-business hours and shall include, without limitation, unrestricted access, egress and ingress to and across all improvements, structures and facilities thereon. EOHWC's and Town's access to the Easement Premises and work performed on the

Easement Premises shall be conducted in such a manner as to minimize to the extent practical any disruption of Owner's or Owner's tenants' business operations.

Section 5. EOHWC shall procure all necessary approvals and permits for the construction and installation of the Stormwater Retrofit Project at its sole cost and expense and shall have sole and exclusive supervision and control of the construction of all improvements upon the Easement Premises, including the selection of materials and contractors. Owner agrees, upon request, to cooperate with EOHWC in obtaining such licenses and permits.

Section 6. EOHWC shall not at any time permit or suffer any lien to be attached to the Property, and, if attached, shall within thirty (30) days cause the same to be discharged and released. EOHWC shall obtain at its expense or require all contractors retained to do such work to carry the forms of insurance set forth in Exhibit "D". EOHWC shall also require such contractors to indemnify and hold harmless the Town, and its officers, employees, agents and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs arising out of or relating to the performance of the work.

Section 7. EOHWC shall indemnify and hold harmless the Owner from and against any and all claims, demands, suits and actions, and any liabilities, losses, damages, and/or judgments which may arise therefrom, as well as against any fees, costs, charges or expenses which the Owner incurs in the defense of any such claims, demands, suits, actions or similar such demands made or filed by any party (hereinafter "Claims"), arising or resulting from (1) EOHWC's breach or claim of breach of its obligations under this Agreement, (2) any injury or damage to persons or property arising from, out of or incident to EOHWC's exercise or failure to exercise any of its rights or obligations hereunder, and (3) the negligence, gross negligence or willful misconduct of EOHWC or any of its agents or contractors, in any way related to the subject matter of this Agreement. Notice of any Claim subject to this indemnification shall be given within two years after the date on which the Claim accrues. Excluded from the provisions of this section are liabilities, losses, damages and/or judgments arising from, out of or incident to the negligence, gross negligence or willful misconduct of the Owner.

Section 8. The Town shall have the obligation, and EOHWC shall have the right, but not the obligation, to maintain, repair, alter, add to or reconstruct the Stormwater Retrofit Project within the Project area as often and whenever it deems proper, and the Owner shall not obstruct or impede EOHWC or the Town in the exercise of that right. All structures and improvements created hereunder shall belong to the Owner, provided that the Owner shall not remove or terminate any Stormwater Retrofit Project during the term of this Agreement without the express written consent of EOHWC and the Town.

Section 9. EOHWC shall obtain a current survey of the Easement Premises, made and certified by a licensed surveyor or engineer, showing the location, area, boundaries, topography and dimensions of the Easement Premises and Stormwater Retrofit Project, the relevant location thereof with respect to streets or highways, and the location or proposed location of utility lines.

Section 10. Owner agrees not to make any claims against EOHWC or the Town for, or by reason of, any inconvenience or interference with the Owner's use, occupancy or enjoyment of the Easement Premises or the use, occupancy or enjoyment of any person claiming under or through the Owner,

including without limitation tenants, invitees, guests, licensees or others, associated with the EOHWC's activities under this Agreement, provided EOHWC and Town are in compliance with the terms of this Agreement.

The Owner represents that it has no knowledge of the existence (actual or alleged) beneath the Property of any fuel tanks or barrels, has no knowledge of any environmentally hazardous or toxic substances or materials on or under the Property, nor of any hazardous waste or toxic substance contamination of the Property (as defined in § 27-0901 and/or § 7 1-2702 of the New York State Environmental Conservation Law) or regulated under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), or other Federal, state or local rule or regulation, and has no knowledge of any active violations of any such laws, rules or regulations, nor of any ongoing remediation efforts, and is not aware of any contamination caused by any other party, other than that which may be documented by the reports if any, supplied by Owner to EOHWC and identified at [Exhibit B – Stormwater Retrofit Project] attached hereto. EOHWC may suspend or terminate future performance under this Agreement in the event of any such conditions suspected or identified during the course of Stormwater Retrofit Project design or construction. The Municipality acknowledges that EOHWC assumes no responsibility for any such condition. Nothing herein is intended to relieve any third party from any liability under the Comprehensive Environmental Response, Compensation, and Liability Act or other applicable laws.

Section 11. EOHWC and its agents and contractors shall conduct all work activities on the Property in a good workmanlike manner and in accordance with prevailing industry practices, standards and procedures. EOHWC shall plan, schedule, and conduct its activities as expeditiously as is reasonably practicable and shall conduct such activities in a manner which avoids any inconvenience, disruption or interference to Owner's use of the Property and/or the business or operations being conducted by Owner at the Property. EOHWC shall repair any damage to the Property caused by installation of the Stormwater Retrofit Project and shall restore the affected area to its previous condition, including repair/replacement of any and all catch basins and sewer grates.

Section 12. This Agreement shall be effective when fully executed by the Parties and shall terminate when the Stormwater Retrofit Project is no longer needed to satisfy the MS4 Permit.

Section 13. This Agreement may be assigned by EOHWC to the Town at any time in the sole discretion of EOHWC with the consent of the Town, in which event the Town shall assume all rights, benefits, responsibilities and obligations of EOHWC hereunder, and EOHWC shall be released from this Agreement, provided EOHWC is not in default of this Agreement at the time of the proposed assignment.

Section 14. Owner hereby covenants that Owner is seized of the Property in fee simple and has good right to execute this Agreement; shall do nothing in the Property which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to EOHWC and the Town. Any mortgage or other lien on the Property shall be subordinated to this Agreement.

Section 15. This Agreement shall run with the land and is binding upon Owner, its successors and assigns for the period of time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit.

Section 16. If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not be affected or impaired in any way.

Section 17. This Agreement shall be recorded in the office of the County Clerk, County of Westchester.

Section 18. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF the authorized representatives of EOHWC, Town, and the Owner have executed this agreement.

EAST OF HUDSON WATERSHED CORPORATION

By _____
Richard Williams, Sr., President

PROPERTY OWNERS

By _____
Thomas Hunter

By _____
Amy Hunter

TOWN OF SOMERS

By _____
Robert Scorrano, Supervisor

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD WILLIAMS. SR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New York

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT SCORRANO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New York

ACKNOWLEDGMENT

[illegible]

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS HUNTER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New York

[illegible]

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared AMY HUNTER personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New York

EXHIBITS

- A. Description of Property
- B. Description of Stormwater Retrofit Project
- C. Easement Premises Map
- D. Required Forms of Insurance

Title No. A-11090

Schedule A

All that certain piece, plot or parcel of land situate lying and being in the **TOWN OF SOMERS, COUNTY OF WESTCHESTER**, State of New York, shown and designated as Lot No. 15 in Block 3804 on a certain map entitled, "Subdivision of Property to be known as Windy Hill" made by William A. Keane Associates, P.C., dated March 19, 1982, last revised May 31, 1984, and filed in the Westchester County Clerk's Office, Division of Land Records, on January 14, 1985 as Map No. 21817, being more particularly bounded and described as follows:

BEGINNING at a point on the westerly terminus of Farese Way a/k/a Windy Court, where the same is intersected by the division line between Lot Nos. 14 and 15 as shown on the aforementioned map;

RUNNING THENCE southerly along said westerly terminus of Farese Way on a curve to the left having a radius of 50.00 feet and an arc length of 37.25 feet to a point;

THENCE along the division line between Lot Nos. 15 and 17 as shown on the aforementioned map, the following three (3) courses and distances:

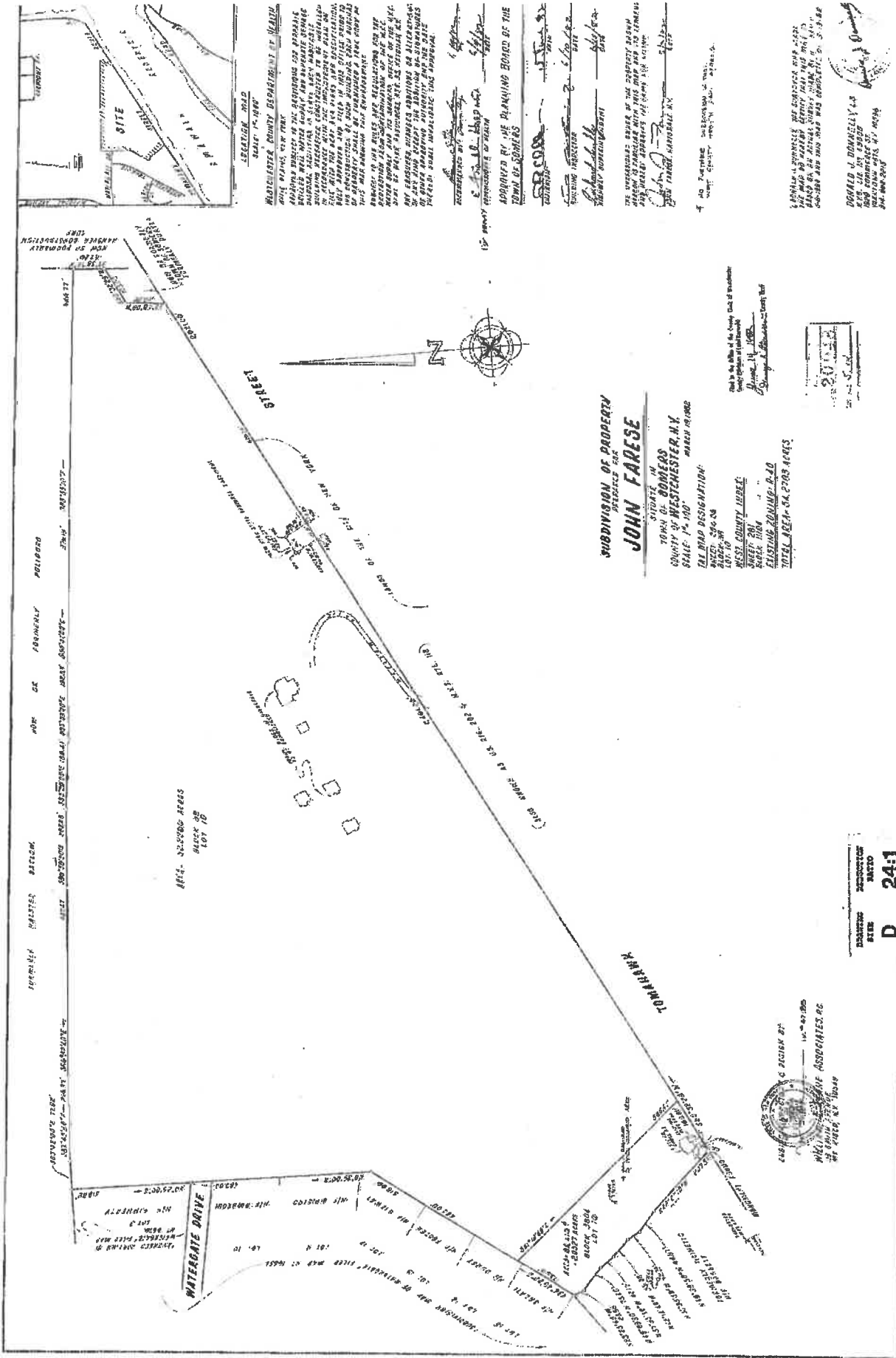
1. South 77° 54' 21" West 200.00 feet to a point;
2. South 14° 13' 18" East 210.95 feet to a point; and
3. South 41° 19' 49" East 400.00 feet to the northerly side of Tomahawk Street;

THENCE along the northerly side of Tomahawk Street, South 60° 52' 29" West 150.00 feet to a point;

THENCE along the division line between Lot No. 15 as shown on the aforementioned map and Lot 16 in Block 3804 on Filed Map No. 20948, North 41° 19' 49" West 585.41 feet to a point;

THENCE North 34° 49' 22" East 180.00 feet to a point;

THENCE along the division line between Lot Nos. 14 and 15 as shown on the aforementioned map, North 77° 54' 21" East 315.29 feet to the westerly terminus of Farese Way and the point or place of BEGINNING.



SECTION 2102
DATE 10/10/80

WESTCHESTER COUNTY DEPARTMENT OF HEALTH
AND SENIORS, FOR PERMIT
APPROVAL OF THE SUBDIVISION FOR RESIDENTIAL
PURPOSES, THE FOLLOWING INFORMATION IS SUBMITTED:
1. THE SUBDIVISION IS LOCATED IN THE TOWN OF
WESTCHESTER, NEW YORK, AND IS BOUND BY
THE TOWN OF WESTCHESTER TO THE NORTH, THE
TOWN OF WESTCHESTER TO THE SOUTH, THE
TOWN OF WESTCHESTER TO THE EAST, AND THE
TOWN OF WESTCHESTER TO THE WEST.
2. THE SUBDIVISION IS BOUND BY THE TOWN OF
WESTCHESTER TO THE NORTH, THE TOWN OF
WESTCHESTER TO THE SOUTH, THE TOWN OF
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WESTCHESTER TO THE WEST.
3. THE SUBDIVISION IS BOUND BY THE TOWN OF
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WESTCHESTER TO THE EAST, AND THE TOWN OF
WESTCHESTER TO THE WEST.

APPROVED BY THE PLANNING BOARD OF THE
TOWN OF WESTCHESTER

APPROVED BY THE BOARD OF ZONING
OFFICIALS

APPROVED BY THE BOARD OF ZONING
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OFFICIALS

APPROVED BY THE BOARD OF ZONING
OFFICIALS

DATE: 10/10/80
BY: JOHN FARESE
TITLE: SUBDIVISION OF PROPERTY
SPECIFIC FOR JOHN FARESE

DATE: 10/10/80
BY: JOHN FARESE
TITLE: SUBDIVISION OF PROPERTY
SPECIFIC FOR JOHN FARESE

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SPECIFIC FOR JOHN FARESE

Exhibit B

PROJECT: S-AM-1015 – Woodcrest Terrace

PROJECT LOCATION: 110 Woodcrest Terrace, Somers NY

Project Description:

The parcel located at 110 Woodcrest contains an emerging channel that has extreme amount of erosion from stormwater. The parcel in question is a privately owned residential lot that contains no formal stormwater treatment. The site contains mostly forest and open space cover.

The project proposes to replace the existing failing stormwater drainage pipe coming off Woodcrest Terrace and stabilizing the emerging channel to prevent further erosion. Catch basin filter units will be installed along Barlow Court and Woodcrest Terrace to provide water treatment.

Construction access will be necessary to stabilize the channel, which will be from 10 Farese Way, extending through property of 112 Woodcrest Terrace and 110 Woodcrest Terrace.

The project includes, but is not limited to, removal of vegetation within an existing drainage channel, grading and earthwork as needed, and installation of catch basin filters and channel stabilization. The work also includes site preparation, erosion and sediment control, maintenance and protection of traffic, final restoration, and cleaning in the project area under the direction of the Engineer and the East of Hudson Watershed Corporation.

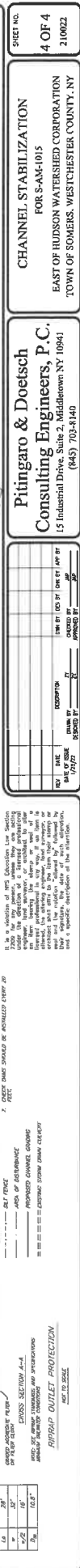


Exhibit D

PROJECT: Somers – S-AM-1015

PROJECT LOCATION: 110 Woodrest Terrace, Amawalk NY

Insurance requirement:

The following insurances will be maintained by EOHWC, naming the following as additional insured:

1. The City of New York, including its officials and employees
2. Town of Somers
3. Thomas & Amy Hunter
4. Any other agencies and/or entities required by any other contracts and/or agreements

Worker's Compensation: Statutory per New York State law without regard to jurisdiction

Employer's Liability: Statutory

Commercial General Liability CG 00 01 (ed. 10/02) or equivalent- Combined Single Limit - Bodily Injury and Property Damage:

\$2,000,000 per occurrence

\$2,000,000 products/completed operations aggregate

\$4,000,000 general aggregate

\$25,000 maximum deductible

Automobile Liability: CA 00 01 (ed. 6/92) or equivalent. (See Section B.4, below)

Combined Single Limit - Bodily Injury and Property Damage

\$500,000 each occurrence

The following coverage must be provided:

(X) Comprehensive Form (X) Owned (X) Hired (X) Non-Owned

Where applicable: Professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence.

Sent to:
TB, TA, TC
9/2/2022
LD

**AGREEMENT FOR INSTALLATION
OF STORMWATER RETROFIT PROJECT
S-AM-1015**

THIS AGREEMENT is made and entered into the _____ day of _____, 20____, by and between EAST OF HUDSON WATERSHED CORPORATION ("EOHWC"), a local development corporation having its principal office at 2 Route 164, Patterson, NY, TOWN OF SOMERS, having its town offices at 335 US-202, Somers, NY 10589, ("Municipality") and Thomas & Maryann Dachille ("Owner"), having a mailing address of 110 Woodcrest Terrace, Amawalk, NY 10501. EOHWC, Town and Owner are referred to as the "Parties".

WHEREAS, EOHWC is assisting its member municipalities, of which the Municipality is one, in complying with the New York State Department of Environmental Conservation (NYSDEC) Municipal Separate Storm Sewer Systems Permit effective May 1, 2010 (MS4 Permit) by the design and installation of stormwater retrofit projects approved by NYSDEC; and

WHEREAS, the Owner desires to cooperate with the effort to reduce stormwater runoff carrying potential contamination into surface waters of the State and thereby to assist the municipalities in complying with the MS4 Permit;

NOW, THEREFORE, in consideration of the premises and the respective representations and agreements hereinafter contained, the Parties agree as follows:

Section 1. The Owner is the fee owner of certain premises located in the Town of SOMERS, County of Westchester and State of New York having tax map number: 26.20-2-47, commonly known as 110 Woodcrest Terrace, Amawalk, New York, 10501 and more fully described in Exhibit "A" (the "Description of Property").

Section 2. EOHWC shall undertake at EOHWC's own expense and with the permission and consent of the Owner, the stormwater retrofit project set forth in the Project Description appended hereto as Exhibit "B" ("Stormwater Retrofit Project") and shall make all efforts to complete the installation by the end of 2022.

Section 3. Owner hereby grants and conveys unto EOHWC, its successors and assigns to the Town of Somers for the period of time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit, (i) an easement over, across and within the premises described in Exhibit "C" hereto ("Easement Premises"), for the purpose installing, constructing, operating, maintaining, repairing and replacing, as necessary, the Stormwater Retrofit Project all in accordance with stormwater best management practices.

Section 4. EOHWC's and Town's access to the Easement Premises shall be unrestricted during normal business hours or, upon reasonable notice, during non-business hours and shall include, without limitation, unrestricted access, egress and ingress to and across all improvements, structures and facilities thereon. EOHWC's and Town's access to the Easement Premises and work performed on the

Easement Premises shall be conducted in such a manner as to minimize to the extent practical any disruption of Owner's or Owner's tenants' business operations.

Section 5. EOHWC shall procure all necessary approvals and permits for the construction and installation of the Stormwater Retrofit Project at its sole cost and expense and shall have sole and exclusive supervision and control of the construction of all improvements upon the Easement Premises, including the selection of materials and contractors. Owner agrees, upon request, to cooperate with EOHWC in obtaining such licenses and permits.

Section 6. EOHWC shall not at any time permit or suffer any lien to be attached to the Property, and, if attached, shall within thirty (30) days cause the same to be discharged and released. EOHWC shall obtain at its expense or require all contractors retained to do such work to carry the forms of insurance set forth in Exhibit "D". EOHWC shall also require such contractors to indemnify and hold harmless the Town, and its officers, employees, agents and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs arising out of or relating to the performance of the work.

Section 7. EOHWC shall indemnify and hold harmless the Owner from and against any and all claims, demands, suits and actions, and any liabilities, losses, damages, and/or judgments which may arise therefrom, as well as against any fees, costs, charges or expenses which the Owner incurs in the defense of any such claims, demands, suits, actions or similar such demands made or filed by any party (hereinafter "Claims"), arising or resulting from (1) EOHWC's breach or claim of breach of its obligations under this Agreement, (2) any injury or damage to persons or property arising from, out of or incident to EOHWC's exercise or failure to exercise any of its rights or obligations hereunder, and (3) the negligence, gross negligence or willful misconduct of EOHWC or any of its agents or contractors, in any way related to the subject matter of this Agreement. Notice of any Claim subject to this indemnification shall be given within two years after the date on which the Claim accrues. Excluded from the provisions of this section are liabilities, losses, damages and/or judgments arising from, out of or incident to the negligence, gross negligence or willful misconduct of the Owner.

Section 8. The Town shall have the obligation, and EOHWC shall have the right, but not the obligation, to maintain, repair, alter, add to or reconstruct the Stormwater Retrofit Project within the Project area as often and whenever it deems proper, and the Owner shall not obstruct or impede EOHWC or the Town in the exercise of that right. All structures and improvements created hereunder shall belong to the Owner, provided that the Owner shall not remove or terminate any Stormwater Retrofit Project during the term of this Agreement without the express written consent of EOHWC and the Town.

Section 9. EOHWC shall obtain a current survey of the Easement Premises, made and certified by a licensed surveyor or engineer, showing the location, area, boundaries, topography and dimensions of the Easement Premises and Stormwater Retrofit Project, the relevant location thereof with respect to streets or highways, and the location or proposed location of utility lines.

Section 10. Owner agrees not to make any claims against EOHWC or the Town for, or by reason of, any inconvenience or interference with the Owner's use, occupancy or enjoyment of the Easement Premises or the use, occupancy or enjoyment of any person claiming under or through the Owner,

including without limitation tenants, invitees, guests, licensees or others, associated with the EOHWC's activities under this Agreement, provided EOHWC and Town are in compliance with the terms of this Agreement.

The Owner represents that it has no knowledge of the existence (actual or alleged) beneath the Property of any fuel tanks or barrels, has no knowledge of any environmentally hazardous or toxic substances or materials on or under the Property, nor of any hazardous waste or toxic substance contamination of the Property (as defined in § 27-0901 and/or § 7 1-2702 of the New York State Environmental Conservation Law) or regulated under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), or other Federal, state or local rule or regulation, and has no knowledge of any active violations of any such laws, rules or regulations, nor of any ongoing remediation efforts, and is not aware of any contamination caused by any other party, other than that which may be documented by the reports if any, supplied by Owner to EOHWC and identified at [Exhibit B – Stormwater Retrofit Project] attached hereto. EOHWC may suspend or terminate future performance under this Agreement in the event of any such conditions suspected or identified during the course of Stormwater Retrofit Project design or construction. The Municipality acknowledges that EOHWC assumes no responsibility for any such condition. Nothing herein is intended to relieve any third party from any liability under the Comprehensive Environmental Response, Compensation, and Liability Act or other applicable laws.

Section 11. EOHWC and its agents and contractors shall conduct all work activities on the Property in a good workmanlike manner and in accordance with prevailing industry practices, standards and procedures. EOHWC shall plan, schedule, and conduct its activities as expeditiously as is reasonably practicable and shall conduct such activities in a manner which avoids any inconvenience, disruption or interference to Owner's use of the Property and/or the business or operations being conducted by Owner at the Property. EOHWC shall repair any damage to the Property caused by installation of the Stormwater Retrofit Project and shall restore the affected area to its previous condition, including repair/replacement of any and all catch basins and sewer grates.

Section 12. This Agreement shall be effective when fully executed by the Parties and shall terminate when the Stormwater Retrofit Project is no longer needed to satisfy the MS4 Permit.

Section 13. This Agreement may be assigned by EOHWC to the Town at any time in the sole discretion of EOHWC with the consent of the Town, in which event the Town shall assume all rights, benefits, responsibilities and obligations of EOHWC hereunder, and EOHWC shall be released from this Agreement, provided EOHWC is not in default of this Agreement at the time of the proposed assignment.

Section 14. Owner hereby covenants that Owner is seized of the Property in fee simple and has good right to execute this Agreement; shall do nothing in the Property which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to EOHWC and the Town. Any mortgage or other lien on the Property shall be subordinated to this Agreement.

Section 15. This Agreement shall run with the land and is binding upon Owner, its successors and assigns for the period of time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit.

Section 16. If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not be affected or impaired in any way.

Section 17. This Agreement shall be recorded in the office of the County Clerk, County of Westchester.

Section 18. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF the authorized representatives of EOHWC, Town, and the Owner have executed this agreement.

EAST OF HUDSON WATERSHED CORPORATION

By _____
Richard Williams, Sr., President

PROPERTY OWNERS

By _____
Thomas Dachille

By _____
Maryann Dachille

TOWN OF SOMERS

By _____
Robert Scorrano, Supervisor

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD WILLIAMS, SR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New York

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT SCORRANO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New York

ACKNOWLEDGMENT

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

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS DACHILLE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New York

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

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared MARYANNE DACHILLE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New York

EXHIBITS

- A. Description of Property
- B. Description of Stormwater Retrofit Project
- C. Easement Premises Map
- D. Required Forms of Insurance

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Somers, County of Westchester and State of New York, shown and designated as Lot No. 15 on a certain map entitled "Subdivision Map of Watergate, made by Eugene J. Auffant, dated 8/9/68 and 12/30/68" and filed in the Office of the Westchester County Clerk, Division of Land Records on 1/15/69 as Map No. 16554, bounded and described as follows:

BEGINNING at a point on the easterly side of Woodcrest Terrace, distant 730 feet southerly from the extreme southerly end of an arc connecting the easterly side of Woodcrest Terrace with the southerly side of Watergate Drive;

RUNNING THENCE South 57 degrees 02 minutes East, 337.29 feet;

THENCE South 34 degrees 49 minutes 22 seconds West, 150 feet;

THENCE North 56 degrees 53 minutes 40 seconds West, 349.17 feet to the easterly side of Woodcrest Terrace;

THENCE North 39 degrees 22 minutes 30 seconds East along the easterly side of Woodcrest Terrace, 150 feet to the point or place of BEGINNING.

James E. Heimlich
J.E.H.

Exhibit B

PROJECT: S-AM-1015 – Woodcrest Terrace

PROJECT LOCATION: 110 Woodcrest Terrace, Somers NY

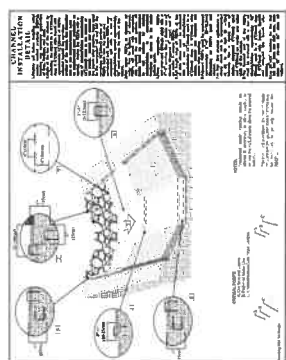
Project Description:

The parcel located at 110 Woodcrest contains an emerging channel that has extreme amount of erosion from stormwater. The parcel in question is a privately owned residential lot that contains no formal stormwater treatment. The site contains mostly forest and open space cover.

The project proposes to replace the existing failing stormwater drainage pipe coming off Woodcrest Terrace and stabilizing the emerging channel to prevent further erosion. Catch basin filter units will be installed along Barlow Court and Woodcrest Terrace to provide water treatment.

Construction access will be necessary to stabilize the channel, which will be from 10 Farese Way, extending through property of 112 Woodcrest Terrace and 110 Woodcrest Terrace.

The project includes, but is not limited to, removal of vegetation within an existing drainage channel, grading and earthwork as needed, and installation of catch basin filters and channel stabilization. The work also includes site preparation, erosion and sediment control, maintenance and protection of traffic, final restoration, and cleaning in the project area under the direction of the Engineer and the East of Hudson Watershed Corporation.



CHANNEL STABILIZATION
FOR S-AM-1015
EAST OF HUDSON WATERSHED CORPORATION
TOWN OF SOMERS, WESTCHESTER COUNTY, NY

Pitingaro & Doetsch
Consulting Engineers, P.C.
15 Industrial Drive, Suite 2, Middletown NY 10941
(845) 703-8140

REC'D	DATE	DESCRIPTION	PAID BY	DEC BY	CASH BY	APP BY
	DATE OF ISSUE	PAID BY	DEC BY	CASH BY	APP BY	
	1/24/22	DESIGNED BY	DESIGNED BY	DESIGNED BY	DESIGNED BY	

7200 for any person, unless they are acting under the direction of a licensed professional engineer, land surveyor, or architect to alter an item bearing the stamp or seal of a licensed professional in any way. If an item is altered, the affecting engineer, land surveyor, or architect shall affix to the item their stamp or seal and the relation, followed by their signature, the date of such alteration, and a specific description of the alteration.

AREA OF DISTURBANCE _____
PROPOSED CHANNEL CLOSING _____
ESTIMATED COSTS \$_____

CROSS SECTION A-A
LIST MATERIALS, DIMENSIONS, AND SPECIFICATIONS
ELABORATE CONDITIONS

WIPRAP OUTLET PROTECTION

NOT TO SCALE

SWALE OUTLETS	
d	4'
d/2	2'
L ₀	28'
w	32'
w/2	16'
D ₂₅	10.8"

Exhibit D

PROJECT: Somers – S-AM-1015

PROJECT LOCATION: 110 Woodrest Terrace, Amawalk NY

Insurance requirement:

The following insurances will be maintained by EOHWC, naming the following as additional insured:

1. The City of New York, including its officials and employees
2. Town of Somers
3. Thomas & Maryann Dachille
4. Any other agencies and/or entities required by any other contracts and/or agreements

Worker's Compensation: Statutory per New York State law without regard to jurisdiction

Employer's Liability: Statutory

Commercial General Liability CG 00 01 (ed. 10/02) or equivalent- Combined Single Limit - Bodily Injury and Property Damage:

\$2,000,000 per occurrence

\$2,000,000 products/completed operations aggregate

\$4,000,000 general aggregate

\$25,000 maximum deductible

Automobile Liability: CA 00 01 (ed. 6/92) or equivalent. (See Section B.4, below)

Combined Single Limit - Bodily Injury and Property Damage

\$500,000 each occurrence

The following coverage must be provided:

(X) Comprehensive Form (X) Owned (X) Hired (X) Non-Owned

Where applicable: Professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence.

Sent to:
TG, TA, TC
9/2/2022
KD

**AGREEMENT FOR INSTALLATION
OF STORMWATER RETROFIT PROJECT
S-AM-1015**

THIS AGREEMENT is made and entered into the _____ day of _____, 20____, by and between EAST OF HUDSON WATERSHED CORPORATION ("EOHWC"), a local development corporation having its principal office at 2 Route 164, Patterson, NY, TOWN OF SOMERS, having its town offices at 335 US-202, Somers, NY 10589, ("Municipality") Wayne A Darer & Rochelle E. Pruzan ("Owner"), having a mailing address of 112 Woodcrest Terrace, Amawalk, NY 10501. EOHWC, Town and Owner are referred to as the "Parties".

WHEREAS, EOHWC is assisting its member municipalities, of which the Municipality is one, in complying with the New York State Department of Environmental Conservation (NYSDEC) Municipal Separate Storm Sewer Systems Permit effective May 1, 2010 (MS4 Permit) by the design and installation of stormwater retrofit projects approved by NYSDEC; and

WHEREAS, the Owner desires to cooperate with the effort to reduce stormwater runoff carrying potential contamination into surface waters of the State and thereby to assist the municipalities in complying with the MS4 Permit;

NOW, THEREFORE, in consideration of the premises and the respective representations and agreements hereinafter contained, the Parties agree as follows:

Section 1. The Owner is the fee owner of certain premises located in the Town of SOMERS, County of Westchester and State of New York having tax map number: 26.20-2-48, commonly known as 112 Woodcrest Terrace, Amawalk, New York, 10501 and more fully described in Exhibit "A" (the "Description of Property").

Section 2. EOHWC shall undertake at EOHWC's own expense and with the permission and consent of the Owner, the stormwater retrofit project set forth in the Project Description appended hereto as Exhibit "B" ("Stormwater Retrofit Project") and shall make all efforts to complete the installation by the end of 2022.

Section 3. Owner hereby grants and conveys unto EOHWC, its successors and assigns to the Town of Somers for the period of time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit, (i) a temporary easement over, across and within the premises described in Exhibit "C" hereto ("Easement Premises"), for the purpose installing, constructing, operating, maintaining, repairing and replacing, as necessary, the Stormwater Retrofit Project all in accordance with stormwater best management practices.

Section 4. EOHWC's and Town's access to the Easement Premises shall be unrestricted during normal business hours or, upon reasonable notice, during non-business hours and shall include, without limitation, unrestricted access, egress and ingress to and across all improvements, structures and facilities thereon. EOHWC's and Town's access to the Easement Premises and work performed on the

Easement Premises shall be conducted in such a manner as to minimize to the extent practical any disruption of Owner's or Owner's tenants' business operations.

Section 5. EOHWC shall procure all necessary approvals and permits for the construction and installation of the Stormwater Retrofit Project at its sole cost and expense and shall have sole and exclusive supervision and control of the construction of all improvements upon the Easement Premises, including the selection of materials and contractors. Owner agrees, upon request, to cooperate with EOHWC in obtaining such licenses and permits.

Section 6. EOHWC shall not at any time permit or suffer any lien to be attached to the Property, and, if attached, shall within thirty (30) days cause the same to be discharged and released. EOHWC shall obtain at its expense or require all contractors retained to do such work to carry the forms of insurance set forth in Exhibit "D". EOHWC shall also require such contractors to indemnify and hold harmless the Town, and its officers, employees, agents and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs arising out of or relating to the performance of the work.

Section 7. EOHWC shall indemnify and hold harmless the Owner from and against any and all claims, demands, suits and actions, and any liabilities, losses, damages, and/or judgments which may arise therefrom, as well as against any fees, costs, charges or expenses which the Owner incurs in the defense of any such claims, demands, suits, actions or similar such demands made or filed by any party (hereinafter "Claims"), arising or resulting from (1) EOHWC's breach or claim of breach of its obligations under this Agreement, (2) any injury or damage to persons or property arising from, out of or incident to EOHWC's exercise or failure to exercise any of its rights or obligations hereunder, and (3) the negligence, gross negligence or willful misconduct of EOHWC or any of its agents or contractors, in any way related to the subject matter of this Agreement. Notice of any Claim subject to this indemnification shall be given within two years after the date on which the Claim accrues. Excluded from the provisions of this section are liabilities, losses, damages and/or judgments arising from, out of or incident to the negligence, gross negligence or willful misconduct of the Owner.

Section 8. The Town shall have the obligation, and EOHWC shall have the right, but not the obligation, to maintain, repair, alter, add to or reconstruct the Stormwater Retrofit Project within the Project area as often and whenever it deems proper, and the Owner shall not obstruct or impede EOHWC or the Town in the exercise of that right. All structures and improvements created hereunder shall belong to the Owner, provided that the Owner shall not remove or terminate any Stormwater Retrofit Project during the term of this Agreement without the express written consent of EOHWC and the Town.

Section 9. EOHWC shall obtain a current survey of the Easement Premises, made and certified by a licensed surveyor or engineer, showing the location, area, boundaries, topography and dimensions of the Easement Premises and Stormwater Retrofit Project, the relevant location thereof with respect to streets or highways, and the location or proposed location of utility lines.

Section 10. Owner agrees not to make any claims against EOHWC or the Town for, or by reason of, any inconvenience or interference with the Owner's use, occupancy or enjoyment of the Easement Premises or the use, occupancy or enjoyment of any person claiming under or through the Owner,

including without limitation tenants, invitees, guests, licensees or others, associated with the EOHWC's activities under this Agreement, provided EOHWC and Town are in compliance with the terms of this Agreement.

The Owner represents that it has no knowledge of the existence (actual or alleged) beneath the Property of any fuel tanks or barrels, has no knowledge of any environmentally hazardous or toxic substances or materials on or under the Property, nor of any hazardous waste or toxic substance contamination of the Property (as defined in § 27-0901 and/or § 7 1-2702 of the New York State Environmental Conservation Law) or regulated under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), or other Federal, state or local rule or regulation, and has no knowledge of any active violations of any such laws, rules or regulations, nor of any ongoing remediation efforts, and is not aware of any contamination caused by any other party, other than that which may be documented by the reports if any, supplied by Owner to EOHWC and identified at [Exhibit B – Stormwater Retrofit Project] attached hereto. EOHWC may suspend or terminate future performance under this Agreement in the event of any such conditions suspected or identified during the course of Stormwater Retrofit Project design or construction. The Municipality acknowledges that EOHWC assumes no responsibility for any such condition. Nothing herein is intended to relieve any third party from any liability under the Comprehensive Environmental Response, Compensation, and Liability Act or other applicable laws.

Section 11. EOHWC and its agents and contractors shall conduct all work activities on the Property in a good workmanlike manner and in accordance with prevailing industry practices, standards and procedures. EOHWC shall plan, schedule, and conduct its activities as expeditiously as is reasonably practicable and shall conduct such activities in a manner which avoids any inconvenience, disruption or interference to Owner's use of the Property and/or the business or operations being conducted by Owner at the Property. EOHWC shall repair any damage to the Property caused by installation of the Stormwater Retrofit Project and shall restore the affected area to its previous condition, including repair/replacement of any and all catch basins and sewer grates.

Section 12. This Agreement shall be effective when fully executed by the Parties and shall terminate when the Stormwater Retrofit Project is no longer needed to satisfy the MS4 Permit.

Section 13. This Agreement may be assigned by EOHWC to the Town at any time in the sole discretion of EOHWC with the consent of the Town, in which event the Town shall assume all rights, benefits, responsibilities and obligations of EOHWC hereunder, and EOHWC shall be released from this Agreement, provided EOHWC is not in default of this Agreement at the time of the proposed assignment.

Section 14. Owner hereby covenants that Owner is seized of the Property in fee simple and has good right to execute this Agreement; shall do nothing in the Property which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to EOHWC and the Town. Any mortgage or other lien on the Property shall be subordinated to this Agreement.

Section 15. This Agreement shall run with the land and is binding upon Owner, its successors and assigns for the period of time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit.

Section 16. If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not be affected or impaired in any way.

Section 17. This Agreement shall be recorded in the office of the County Clerk, County of Westchester.

Section 18. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF the authorized representatives of EOHWC, Town, and the Owner have executed this agreement.

EAST OF HUDSON WATERSHED CORPORATION

By _____
Richard Williams, Sr., President

PROPERTY OWNERS

By _____
Wayne A Darer

By _____
Rochelle E. Pruzan

TOWN OF SOMERS

By _____
Robert Scorrano, Supervisor

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD WILLIAMS, SR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New York

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT SCORRANO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New York

ACKNOWLEDGMENT

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

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared WAYNE A DARER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New York

ACKNOWLEDGMENT

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

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared ROCHELLE E. PRUZAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New York

EXHIBITS

- A. Description of Property
- B. Description of Stormwater Retrofit Project
- C. Easement Premises Map
- D. Required Forms of Insurance

Title No. A-11089

Schedule A

All that certain piece, plot or parcel of land situate lying and being in the **TOWN OF SOMERS, COUNTY OF WESTCHESTER**, State of New York, shown and designated as Lot No. 14 on a certain map entitled, "Subdivision Map of Watergate" made by Eugene J. Affuffant, dated August 9, 1968 and December 30, 1968 and filed in the Office of the Clerk of the County of Westchester, Division of Land Records on January 15, 1969 as Map No. 16554, said lot being bounded and described according to said map as follows:

BEGINNING at a point on the southeasterly side of Woodcrest Terrace where the same is intersected by the dividing line between Lots 13 and 14 on said map;

RUNNING THENCE along the last said dividing line, South 57° 11' 05" East 325.41 feet to lands now or formerly of Farese;

THENCE along the last said lands, South 34° 49' 22" West 150.00 feet to the dividing line between Lots 14 and 15 on said map;

THENCE along the last said dividing line, North 57° 02' 00" West 337.29 feet to the southeasterly side of Woodcrest Terrace;

THENCE along the same, North 39° 22' 30" East 150.00 feet to the point or place of BEGINNING.

Exhibit B

PROJECT: S-AM-1015 – Woodcrest Terrace

PROJECT LOCATION: 110 Woodcrest Terrace, Somers NY

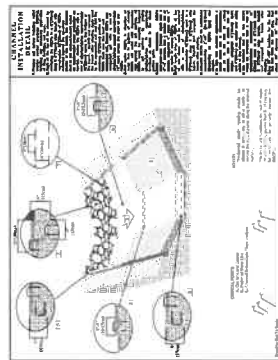
Project Description:

The parcel located at 110 Woodcrest contains an emerging channel that has extreme amount of erosion from stormwater. The parcel in question is a privately owned residential lot that contains no formal stormwater treatment. The site contains mostly forest and open space cover.

The project proposes to replace the existing failing stormwater drainage pipe coming off Woodcrest Terrace and stabilizing the emerging channel to prevent further erosion. Catch basin filter units will be installed along Barlow Court and Woodcrest Terrace to provide water treatment.

Construction access will be necessary to stabilize the channel, which will be from 10 Farese Way, extending through property of 112 Woodcrest Terrace and 110 Woodcrest Terrace.

The project includes, but is not limited to, removal of vegetation within an existing drainage channel, grading and earthwork as needed, and installation of catch basin filters and channel stabilization. The work also includes site preparation, erosion and sediment control, maintenance and protection of traffic, final restoration, and cleaning in the project area under the direction of the Engineer and the East of Hudson Watershed Corporation.



CHANNEL STABILIZATION
FOR S-AM-1015
EAST OF HUDSON WATERSEED CORPORATION
TOWN OF SOMERS, WESTCHESTER COUNTY, NY

Pitingaro & Doetsch
Consulting Engineers, P.C.
15 Industrial Drive, Suite 2, Middletown NY 10941
(845) 703-8140

[illegible][illegible]

CHECK DAMS SHOULD BE INSTALLED EVERY 20
FEET.

SALT FENCE
 AREA OF DISTURBANCE
 PROPOSED CHANNEL CROSSING
 EXISTING STORM DRAIN CULVERT

SECTION A-A
DIMENSIONS AND SPECIFICATIONS
TITLE: PROTECTION
NOT TO SCALE

Lo	20'
w	32'
w/2	16'
D _{sp}	10.8"

Exhibit D

PROJECT: Somers – S-AM-1015

PROJECT LOCATION: 110 Woodrest Terrace, Amawalk NY

Insurance requirement:

The following insurances will be maintained by EOHWC, naming the following as additional insured:

1. The City of New York, including its officials and employees
2. Town of Somers
3. Wayne A Darer
4. Any other agencies and/or entities required by any other contracts and/or agreements

Worker's Compensation: Statutory per New York State law without regard to jurisdiction

Employer's Liability: Statutory

Commercial General Liability CG 00 01 (ed. 10/02) or equivalent- Combined Single Limit - Bodily Injury and Property Damage:

\$2,000,000 per occurrence

\$2,000,000 products/completed operations aggregate

\$4,000,000 general aggregate

\$25,000 maximum deductible

Automobile Liability: CA 00 01 (ed. 6/92) or equivalent. (See Section B.4, below)

Combined Single Limit - Bodily Injury and Property Damage

\$500,000 each occurrence

The following coverage must be provided:

(X) Comprehensive Form (X) Owned (X) Hired (X) Non-Owned

Where applicable: Professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence.

Sent to:
TB, PA, TC 9/2/2022
LD

Kim DeLucia

From: Kim DeLucia
Sent: Friday, September 2, 2022 12:34 PM
To: Roland Baroni; Patricia Kalba; 'Anthony Cirieco (acirieco@somersny.com)'; 'Bill Faulkner (wfaulkner@somersny.com)'; 'Richard Clinchy (rclinchy@somersny.com)'; Robert Scorrano; 'Tom Garrity (tgarrity@somersny.com)'
Cc: Bob Kehoe
Subject: September 8, 2022 Regular Meeting Agenda Item: Car Bids

Please see below email from Bob.

Confirmed that Trax not to exceed \$35,000 per vehicle and Trailblazer not to exceed \$40,000.

Thank you,

Kim

Kim DeLucia
Executive Assistant to
Robert Scorrano, Town Supervisor
TOWN OF SOMERS
335 ROUTE 202
SOMERS, NY 10589
Phone: 914-277-3637
Fax: 914-276-0082
WWW.SOMERSNY.COM

From: Bob Kehoe <rkehoe@somersny.com>
Sent: Friday, September 2, 2022 11:30 AM
To: Kim DeLucia <kdelucia@somersny.com>
Cc: Robert Scorrano <rscorrano@somersny.com>
Subject: Car Bids for Agenda

One 2023 Chevrolet Trailblazer AWD LT

Two 2022 Chevrolet Trax AWD LS

Telephone
(914) 277-3539

FAX
(914) 277-3790

Thomas J. Tooma, Jr.
Building Inspector

*Sent to:
TB, TA, TC
9/2/2022
KSD*

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: Electrical, HVAC and Plumbing Contracts

DATE: September 1, 2022

The current two-year contracts for electrical (North County Electric), HVAC (Sueco) and plumbing (Bee & Jay) have expired.

There is a clause in the contract allowing the Town to reserve the right to extend the contract for up to an additional two (2) years with no more than a 2% increase per year.

All three vendors have expressed their interest in renewing their contract and I respectfully request that they be renewed.

Mailed
7/6/22
KD
Scanned (Email)
TB
7/6/22
KD
Telephone
(914) 277-3637
Fax
(914) 276-0082

OFFICE OF THE SUPERVISOR

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

ROBERT SCORRANO
SUPERVISOR



July 6, 2022

Mr. Michael Bayliss

Dear Mr. Bayliss,

Your term on the Somers Affordable Housing Board expires on July 11, 2022. We sincerely appreciate all your service on behalf of the Town of Somers.

If you are interested in being considered for reappointment for a new term extended through July 11, 2024, please notify me at your earliest convenience.

Again, thank you for your continued dedication and for the many contributions you have made to the Town of Somers as a member of the Somers Affordable Housing Board.

Very truly yours,

Robert Scorrano
Supervisor

RS/kd

C: Town Board

8/30/2022
Michael Bayliss says
that he is interested in serving
another 2 year term.
Kim Delucia

Sent to:
TB, TA, TC
81

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: August 25, 2022

To: Town Board

From: Steven Woelfle *SW*
Engineering Department

RE: **Heritage Hills Society, LTD Wetland and Watercourse Protection and Stormwater Management and Erosion and Sediment Control Permit #WSMESC2019-24**
TM: 17.06-10-16
West Hills Drive
Release of Erosion Control Bond
Check received August 19, 2019

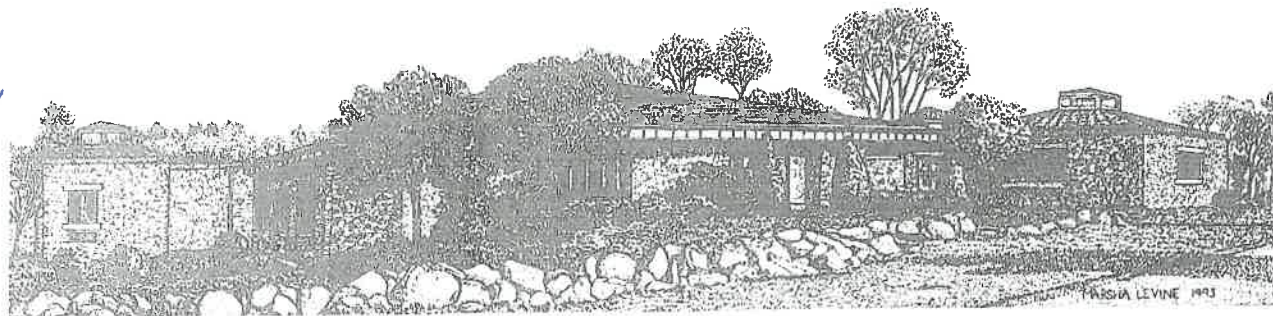
This office has no objection to the return of the Erosion Control Bond in the amount of \$500.00

Please return to:

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

SW/wg
cc: Town Clerk
Director of Finance
Heritage Hills Society, LTD

Sent To:
TB, TA, TC
8/24/22
KD



SOMERS LIBRARY

P.O. Box 443, Somers, New York 10589 • (914) 232-5717 • www.somerslibrary.org

MEMO TO: Town Board

FROM: Jennifer Daddio, Library Director

RE: Bid Request for Teen Room

DATE: August 18, 2022

Permission is being request to solicit bids to renovate the Teen Room. Currently it is two small rooms and the goal is to create one large space.

Sent to:
TB, TA, TC
8/29/2022
KJ

TOWN OF SOMERS

ADOPT-A-ROAD AGREEMENT

This Agreement made this day of 200__, by and between the Town of Somers, a municipal corporation of the State of New, York, having offices at 335 Route 202, Somers, New York 10589, acting by and through the Superintendent of Highways of the Town of Somers, hereafter called the "SUPERINTENDENT", and the organization known as the following and using the mailing address of:

Richard Detz,

hereafter called the "GROUP."

WHEREAS, the GROUP recognizes the need for and desirability of a more attractive and litter free road segment, described as follows: _____

hereafter known as the segment, and

WHEREAS, this Agreement is intended to enable the GROUP to contribute toward the effort of maintaining the appearance for the segment, and

WHEREAS, by signature below, the GROUP acknowledges the hazardous nature of the activity and agrees to the following terms and conditions:

1. No work of any nature will be performed on the pavement or shoulders of the traveled way.
2. No participants' vehicles may be parked on the travel lanes or shoulders of the roadway.

3. Activities permitted are of a roadside maintenance nature including, but not limited to, litter pickup, mowing, brush control and cutting, tree trimming and planting, and maintaining approved vegetation, except as modified by the SUPERINTENDENT.

4. The GROUP will organize and supervise all activities.

5. The GROUP will organize and conduct a “safety briefing.” Each day that work is done in the adopted area, a designated safety person must review the safety checklist and have participants sign the safety signature sheet. The designated safety person’s sole responsibility must be assuring the safety of the workers and the traveling public. The SUPERINTENDENT will provide a representative to present the safety briefing for the first meeting and after that a designated person from the GROUP will conduct such briefings.

6. All participants must attend the safety briefing before participating in the field activity. The briefing should be held on-site to ensure that all participants are in attendance.

7. The SUPERINTENDENT will provide shirts or vests and head gear and participants must wear approved safety gear including shirts or vests and approved protective gear.

8. The GROUP may provide itself approved safety gear. The GROUP will pick up supplies and materials from the Town Highway Garage during normal working hours. Unused materials and supplies will be returned to the Town Highway Garage during normal working hours within one week following each field activity.

9. The collected waste from the location specified in this agreement shall be delivered to the Town Highway Garage in accordance with any instructions of the SUPERINTENDENT. The SUPERINTENDENT will be responsible for disposing of such waste.

10. The GROUP will conduct activities at a frequency which will enhance the attainment of the goal which is to provide a park-like appearance along the adopted road segment. Except as modified by the SUPERINTENDENT, minimum frequency of pick up along a road segment is four (4) times a year with the first pick up occurring in the April-May "Spring Cleanup" time period, and at rest areas or scenic overlooks, the minimum frequency of pickup is weekly.

11. The SUPERINTENDENT will waive any permit fee. Each group participant (or parent or guardian if participant is 12 to 18 years of age) will sign and date the "Adopt-A-Road General Release" protecting the Town for the duration of the Agreement.

12. The SUPERINTENDENT will publicize the execution of this Agreement and will highlight it at various periods thereafter.

13. The SUPERINTENDENT will furnish and erect Adopt-A-Road signs at the beginning of each adopted Highway segment, or in each adopted rest area or scenic overlook.

14. This agreement shall be for a two (2) year period commencing on

_____ (starting date) and terminating at 12:01 a.m. on

_____ (ending date).

15. Notwithstanding any other provisions of this agreement, the SUPERINTENDENT, in his sole judgment, may terminate this agreement on 30 days notice to the Group, or summarily if based on unsafe activity, and take such other action as the SUPERINTENDENT it deems appropriate.

16. The SUPERINTENDENT recognizes the GROUP is the adopting organization for the segment and the GROUP accepts the responsibility of picking up litter on the adopted facility and of promoting a litter-free environment in the community for the term of this agreement.

17. The relationship of the GROUP to the Town of Somers arising out of this agreement shall be that of an independent contractor. Any and all members or employees of the GROUP under this Agreement, shall be considered agents of the GROUP, and all claims arising under the Workers' Compensation Law of the State of New York on behalf of said employees while so engaged, and any act or omission on the part of the GROUP employees while so engaged in any of the work or services provided to rendered herein, shall be the sole obligation and responsibility of the GROUP. The GROUP shall secure Workers' Compensation insurance, for the benefit of, and keep insured during the life of this agreement, such employees engaged therein as are required to be insured by the provisions of the Workers' Compensation Law.

18. The GROUP hereby agrees to indemnify, save and hold harmless the Town of Somers, and all of its officials, departments, boards, agents and employees from any and all claims, demands, actions or cause of action or whatsoever nature or character arising out of or by reason of this execution or performance of work and services provided for herein and further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim of any character arising hereunder.

Town of Somers

ard D
Name of Group/Organization

By: _____
Supervisor

/
Signature of Organization Leader

Organization Leader Title - Please Print

Richard Detz
Organization Coordinator - Please Print

Coordinator's address

Coordinator's Daytime Phone Number

Coordinator's Evening Phone Number