

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
WORK SESSION 7:00PM
THURSDAY, MAY 4, 2023
www.somersny.com**

6:00PM – Executive Session

**Recognition of the Somers High School Science Research Program
Students for Winning Awards at the Westchester Science &
Engineering Fair.**

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

A. TOWN BOARD:

1. Town of Somers – Update
2. MS4 Presentation – David Smith, Planning Consultant
3. Discuss Gleneida Realty Petition for Amendments to the Following Sections of Chapter 170 – Zoning of the Town of Somers Code:
 - a. Section 170-3 – create a new definition for self-storage use
 - b. Section 170-24.2.K - allowing self-storage uses as a permitted use in the Office and Light Industrial (OLI) District
 - c. Section 170-40.B - adding a new use and parking requirements for self-storage

**SOMERS TOWN BOARD
WORK SESSION 7:00PM
THURSDAY, MAY 4, 2023
www.somersny.com**

4. Authorize Supervisor to execute the following for the Gleneida Realty Petition to rezone property located at 259 Route 100 (TM 28.06-1-15) from MFR-100 to OLI, per letter dated April 28, 2023 from McCullough, Goldberger & Staudt, LLP:
 - a. Accept the petition.
 - b. Declare the Town Board's intent to act as Lead Agency for the purposes of the review pursuant to the New York State Environmental Quality Review Act (SEQR).
 - c. Schedule a Public Hearing before the Town Board in connection with the Application.
 - d. Refer the Application to the Town of Somers Planning Board and other Interested and Involved Agencies for concurrent review of the Site Plan and other approvals required to facilitate the construction of the necessary infrastructure.
5. Authorize the Supervisor to execute the multi-year contract with PKF O'Connor Davies for auditing services with the Town of Somers for 2023 – 2027 per email from Robert Kehoe, Director of Finance, dated April 28, 2023.
6. Professional Services Proposal - Installation of Route 202 Crosswalk – Discussion
7. Formation of Veteran's Committee - Discussion

B. PARKS & RECREATION: No additional business.

C. FINANCIAL: No additional business.

D. HIGHWAY: No additional business.

E. PERSONNEL:

1. **Current Vacancies:**
 - a. Affordable Housing Board (1- 2-year term ending 7/11/2024.)
 - b. Parks and Recreation Board (1 – 3-year term ending 3/9/2026.)
 - c. Partners in Prevention (1- 3-year term ending 12/31/2023.)
 - d. Partners in Prevention (2- 3-year terms ending 12/31/2025.)
2. **Upcoming Vacancies - Terms Expiring in 2023:**
 - a. Affordable Housing Board (2- 2-year term ending 7/11/2023.)

**SOMERS TOWN BOARD
WORK SESSION 7:00PM
THURSDAY, MAY 4, 2023
www.somersny.com**

3. Authorize the re-appointment of Stephen Krug to the Somers Parks and Recreation Board to a three-year term ending March 9, 2026.
4. Authorize the promotion of Dan Sheehan as a Provisional Water and Sewer Maintenance Worker Grade II at Grade 4A, Step 4 of CSEA Contract at an annual salary of \$54,427.00 per memo dated April 26, 2023 from Kim DeLucia, Executive Assistant to the Supervisor effective April 24, 2023.
5. Acknowledge the resignation of Alan Tepper as a member of the Somers Affordable Housing Board effective April 23, 2023.

F. PLANNING & ENGINEERING: No additional business.

G. POLICE: No additional business.

H. PROPOSED CONSENSUS AGENDA:

1. Accept the following Bond per April 28, 2023 memo from Steve Woelfle, Engineering Department:
 - a. \$1,500.00 Performance/Maintenance Bond
North County Homes, 94 Warren Street/Smith Lane
TM: 6.14-1-47

**SOMERS TOWN BOARD
WORK SESSION 7:00PM
THURSDAY, MAY 4, 2023
www.somersny.com**

2023 Calendar

May 4, 2023	7:00pm	Town Board Work Session
May 11, 2023	7:00pm	Town Board Regular Meeting
		Public Hearing: Proposed stop signs in various locations in Shenorock.
June 1, 2023	7:00pm	Town Board Work Session
June 8, 2023	7:00pm	Town Board Regular Meeting
July 13, 2023	7:00pm	Town Board Work Session/Regular Meeting
August 10, 2023	7:00pm	Town Board Work Session/Regular Meeting

5/1/2023 4:31 PM
SomersNY-Supervisor - Documents\kdelucia\TB Agendas\2023\May 4, 2023 Work Session.docx

Sent to: JB, TA, TC 4/28/23 KD

TOWN OF SOMERS PHASE II ANNUAL STORMWATER REPORT

GP-0-10-002

March 10, 2022-March 9, 2023



Presented by: Robert Scorrano, Supervisor

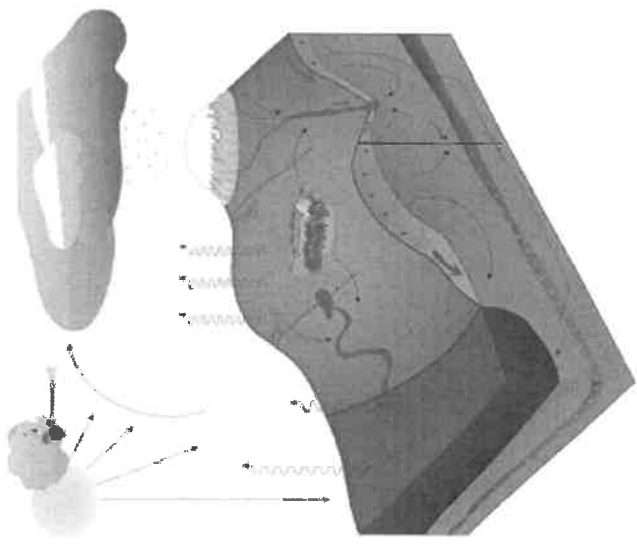
May 4, 2023

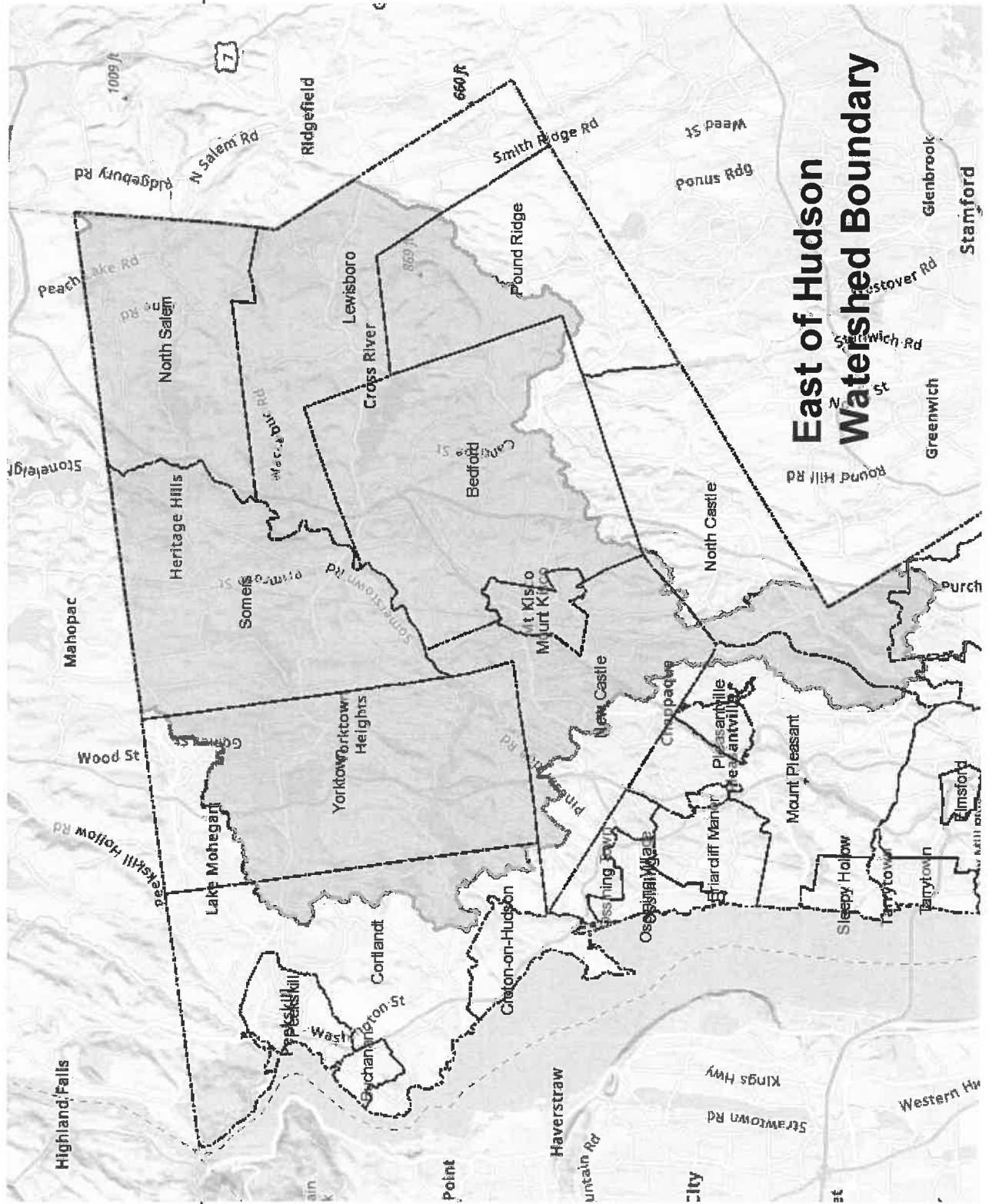
Municipal Separate Storm Sewer System (MS4)

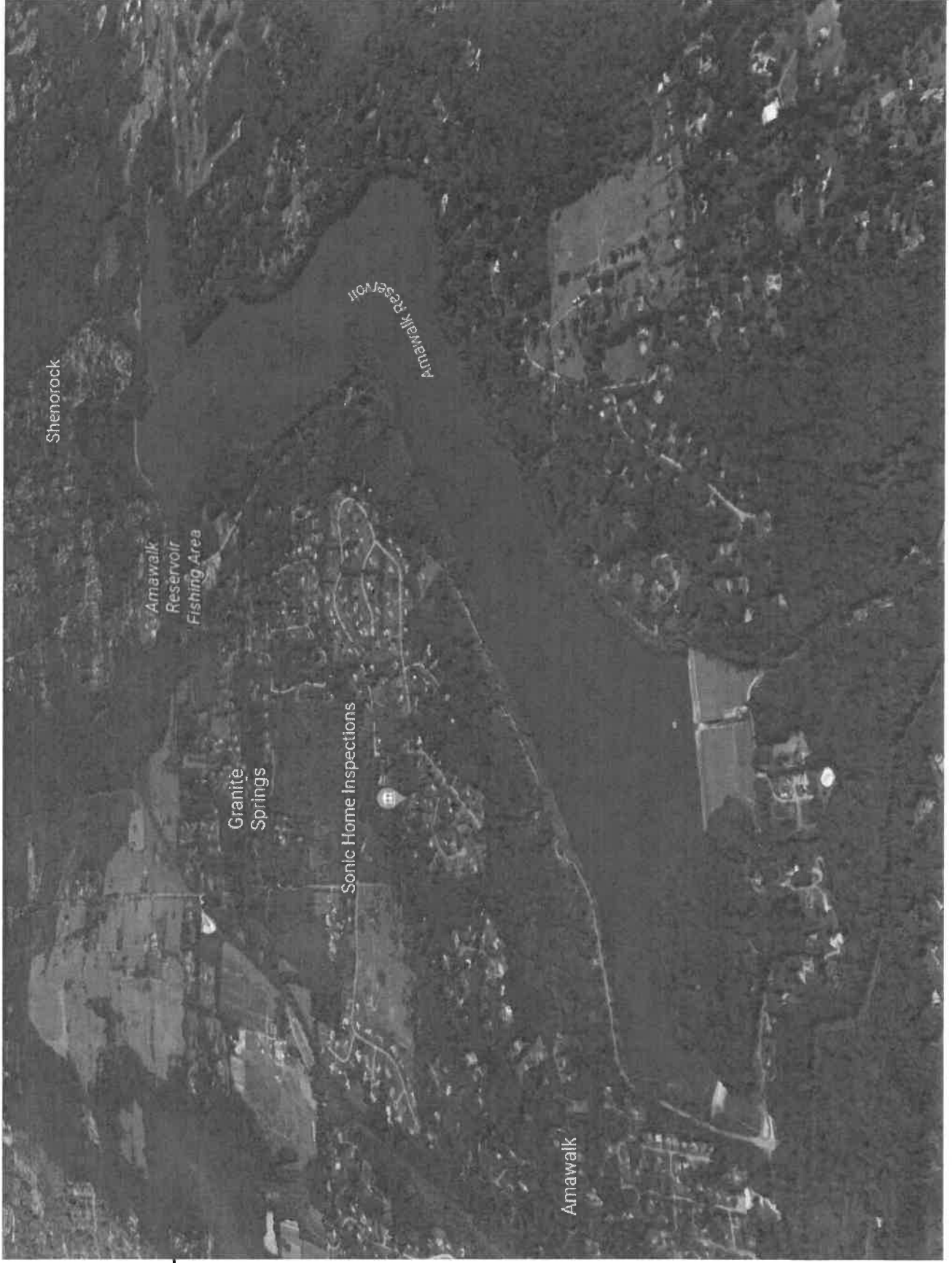
- Permit required under the Clean Water Act
- Permit issued by NYS Department of Environmental Conservation (DEC)
- Intended to reduce the amount of pollutants carried by stormwater
- Goal is to improve water quality and recreational use of waterways

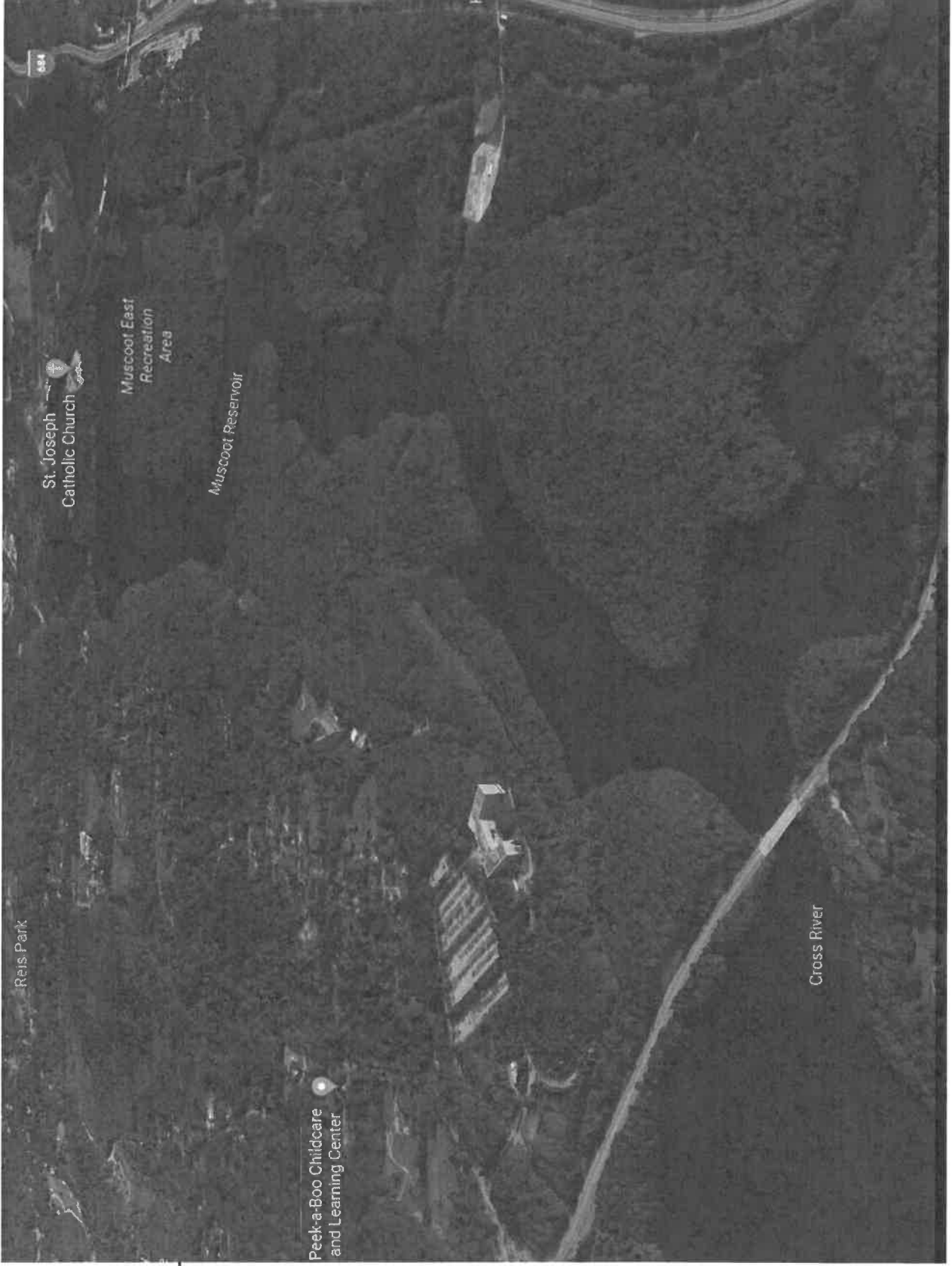
Somers Hydrology

- ❑ **Located within 4 watershed basins (NYC Watershed)**
 - **Amawalk Basin**
 - **New Croton Basin**
 - **Croton Falls Basin**
 - **Muscoot Basin**
- ❑ **12 Subwatersheds**
- ❑ **66 Stream Miles**
- ❑ **3 Planned Lake Communities**
 - **Lake Lindolndale**
 - **Lake Purdy's**
 - **Lake Shenorock**



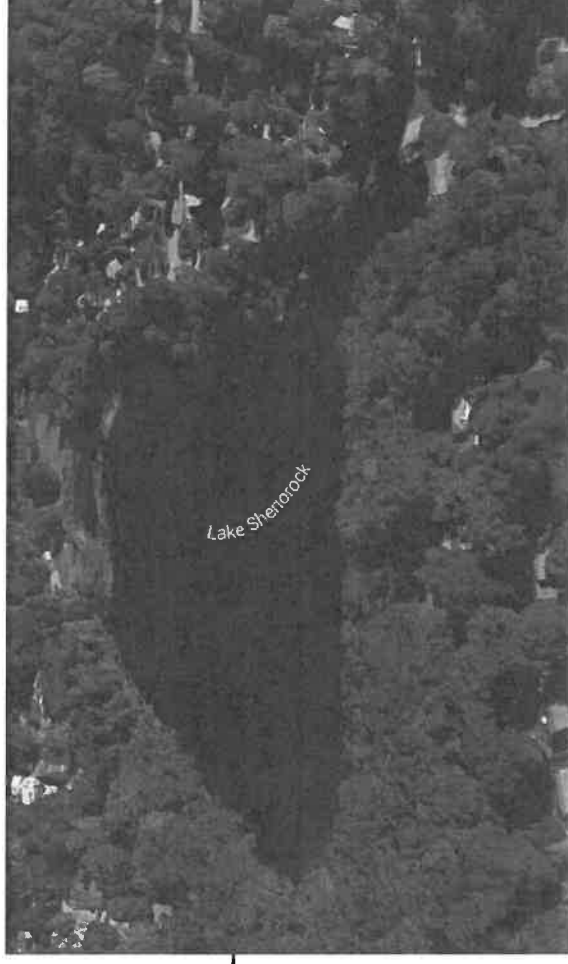








Lake Lincoln Dale



Lake Shenorock



Lake Purdy

**Town of Somers
Lake Communities**

Somers Water Quality

- Different areas of the community have different water quality concerns
 - Lake Shenorock (TSS/Phosphorus/Bacteria)
 - Muscoot River (TSS/Phosphorus/Wetland)
- The 4 watershed basins are phosphorus restricted.
 - Croton Watershed Phosphorus TMDL
- There are waterbodies on the state priority waterbody list due to concern with pathogens, metals, and nutrients.
- Waterbodies are also listed on the NYS DEC 303(d) list of impaired waters.



PHASE II STORMWATER PROGRAM REQUIREMENTS

(Minimum Control Measures)

- 1. Public Education and Outreach**
- 2. Public Participation/Involvement**
- 3. Illicit Discharge, Detection and Elimination
(IDDE)**
- 4. Construction Site Runoff Control**
- 5. Post-Construction Runoff Control**
- 6. Pollution Prevention/Good Housekeeping**



Public Education and Outreach

2022/2023

Topics

- **Construction Sites**
- **Illicit Discharge Detection and Elimination**
- **Green Infrastructure/Better Site Design/Low Impact Development**
- **Phosphorus, Silt, Sediment**

Target Audiences

- **Residential**
- **Contractors**
- **Developers**
- **General Public**
- **Board and Committee Members**

Public Education and Outreach

2022/2023

Strategies Implemented (limited due to Covid-19)

- ❑ Training of Construction Site Operators (0 Trained)**
- ❑ Kiosks and Displays (0 Locations)**
- ❑ TV Spot/Cable Access (Ongoing)**

Materials Available in Somers Town House, Somers Library and on the Town Website. (Post Covid-19)
<https://www.somersny.com/docs/ms4-report-and-presentation-2022-2023>

Public Education and Outreach

2022/2023

Evaluating/Measuring Progress

- Number of Applications now including low impact development/better site design elements is increasing.

Public Involvement/Participation

2022/2023

Strategies Implemented

- ☐ **Cleanup Events (3) 6 days total**
- ☐ **Community Hotline**
- ☐ **Community Meeting (20 attendees)**
- ☐ **Public Hearings**
- ☐ **Annual Report posting on web and viewing via cable access channel.**



**Somers Litter Task Force becomes first affiliate
of Keep America Beautiful in Westchester
and changes their name to**

KEEP SOMERS BEAUTIFUL

**Ribbon cutting ceremony to be held at:
Town Hall on Earth Day, April 22 at 11:30 AM.
OPEN TO THE PUBLIC**

**FIRST CLEANUP OF THE SEASON
to follow on Saturday & Sunday,**

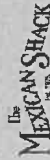
April 23 & 24

*Supplies and registration at Town Hall
parking lot both days, 9-12pm.*

Pickers and Vests: \$10 deposit each, cash or Zelle

VOLUNTEERS NEEDED!

THANKS TO OUR SPONSORS:



KeepSomersBeautiful@gmail.com

Public Involvement/Participation

2022/2023

Evaluating/Measuring Progress

- ❑ **Discussion of stormwater related issues at public meetings and public hearing participation continues.**
- ❑ **Three Litter Clean-ups were held; roadside cleanups were held by the Highway Department**
- ❑ **189 Bags of garbage collected during the clean-up events sponsored by Town in conjunction with Keep Somers Beautiful.**
- ❑ **Education of Contractors at all construction sites (5) occurred.**

Illicit Discharge, Detection, Elimination

2022/2023

Strategies Implemented

- ☐ **All Outfalls Mapped (564).**
- ☐ **Two Hundred Fifty Six (256) outfalls were dry weather screened.**
- ☐ **Building maintenance, parking lots, cross connections, and septic maintenance were targeted for inspection.**
- ☐ **One illicit discharge was reported.**

Illicit Discharge, Detection, Elimination

2022/2023

Strategies Implemented

- Storm sewershed mapping has been completed.
- Information is available via GIS.
- 50% of staff in relevant positions/departments have received Illicit Discharge Detection and Elimination (IDDE) training.
- Town developed and adopted a septic system notification of maintenance and repair law.
- The number of septic systems cleaned and inspected for the 2022 calendar year was 734± (est. based on prior year's activity)

Illicit Discharge, Detection, Elimination

2022/2023

Evaluating/Measuring Progress

- ☐ **Number of illicit discharges detected/eliminated is one due to staff education, inspection, tracking and reporting.**
- ☐ **Reporting and record keeping continues to improve.**

Construction / Post-Construction Control

2022/2023

Strategies Implemented

- ❑ SWPPP (Stormwater Pollution Prevention Plan) review procedures are in place
- ❑ 5 SWPPP reviewed during reporting period
- ❑ Procedure to receive public comments (5) is in place
- ❑ Contractors are provided education and training about the local SWPPP process.

Construction Site Stormwater Runoff Control

2022/2023

Strategies Implemented

- ❑ 5 Active construction projects disturbing one acre or more in Town.
- ❑ All active construction sites were inspected.
- ❑ All active construction sites were inspected more than once.
- ❑ All inspectors use an approved plan consistent with the NYS Construction Stormwater Inspection Manual.
- ❑ The public has access to SWPPPs.



Construction Site Stormwater Runoff Control

2022/2023

Evaluating/Measuring Progress

- All construction projects submitted SWPPPs and the reporting forms used by the Engineering Department were revised to be consistent with the State reporting forms.**
- Stormwater control and associated BMPs (Best Management Practices) continues to be a focus regarding project approval.**

Post-Construction Stormwater Management

2022/2023

Strategies Implemented

- ☐ **4 infiltration basins, 4 open channels, 2 ponds and 24 other practices inspected and maintained.**
- ☐ **256 area catchbasins inventoried, inspected and maintained.**
- ☐ **Not using GIS to track post-construction BMPs**
- ☐ **Local Law, Comprehensive Planning, Zoning and Planning Board review procedures have been used to implement low impact development/better site design elements.**

Post-Construction Stormwater Management

2022/2023

Strategies Implemented (Continued)

- Somers is a member of CKWIC (Croton Kensico Watershed Intermunicipal Coalition) which developed a first 5-Year Regional Stormwater Retrofit Program approved by NYSDEC and a member of EOHWC (East of Hudson Watershed Corp.) which is an LDC (Local Development Corporation) formed to implement those projects.
- 250 EOHWC Retrofits were implemented (latest provided).

Evaluating/Measuring Progress

- The new catch basin reporting procedure that was previously instituted is still being utilized.
- New reporting procedures for other stormwater BMP maintenance should be implemented.



Stormwater Management-Municipal Operations

2022/2023

Operations/Activities/Facilities and Self-Assessment

- ☐ Street Maintenance
- ☐ Winter Road Maintenance
- ☐ Salt Storage
- ☐ Municipal Construction and Land Disturbance
- ☐ Winter Road Maintenance
- ☐ Right of Way Maintenance
- ☐ Parks and Open Space
- ☐ Municipal Buildings
- ☐ Stormwater System Maintenance
- ☐ Vehicle and Fleet Maintenance
- ☐ Etc.

Stormwater Management-Municipal Operations

2022/2023

Strategies Implemented

- ❑ Four parking lots were cleaned with back pack blowers
- ❑ Inspected 256 catch basins and cleaned 25 catch basins 56 c.y. material)
- ❑ 24 silt pits cleaned (19.25 c.y. material)
- ❑ Inspected and cleaned post construction control practices
- ❑ Spot weed control in beds were the only herbicide applications.
- ❑ Last stormwater management trainings held 11/03/20¹⁹⁾ (due to Covid-
- ❑ Five municipal employees received training
- ❑ 30% of municipal employees who need training received it

Stormwater Management-Municipal Operations

2022/2023

Evaluating/Measuring Progress

- ❑ Reporting procedures for municipal departments responsible for good housekeeping have been altered to ensure maintenance of Town facilities and maintenance activities are accounted for.
- ❑ Highway Department is computerized but would be more efficient if data entry occurred in the field.

Additional Watershed Improvement Strategies

2022/2023

Strategies Implemented

- ☐ Education program to address phosphorus is in place
- ☐ Deliverables from County Outreach and Education Program
- ☐ 100% of the Town's conveyance system has been mapped, additional features have been mapped.
- ☐ A stormwater conveyance system inspection and maintenance plan program is in place and will be expanded.
- ☐ Program to track on-site wastewater treatment systems that have been inspected and maintained under development.
- ☐ Post-construction program is in place
- ☐ First 5-Year Retrofit program completed
 - ☐ Years 1-5 - 214 Projects; 144 completed; 3 in construction
- Second 5-Year Retrofit program Started January 2016
 - ☐ Year 6 - 25 Projects; 7 in active design and progressing
 - ☐ Year 7 - 16 Projects; 7 in active design and progressing
 - ☐ Year 8 - 21 Projects; 9 in active design and progressing
 - ☐ Year 9 - 16 Projects; 3 in active design and progressing
 - ☐ Year 10 - 17 Projects; 0 active; 5 projects proposed for Somers
 - ☐ Turf management program policy has been instituted



For More Information On Somers' Stormwater Program

**Planning and Engineering Office
(914) 277-5366**

www.somersny.com

Sent to: TB, JATC
4/28/23
KD

MS4 Annual Report Cover Page

MCC form for period ending March 9, 2 0 2 3

This cover page must be completed by the report preparer.
Joint reports require only one cover page.

SPDES ID

N Y R 2 0 A 4 0 5

Choose one:

☒ This report is being submitted on behalf of an individual MS4.

Fill in SPDES ID in upper right hand corner.

Name of MS4

T o w n o f S O m e r s

OR

☐ This report is being submitted on behalf of a Single Entity

(Per Part II.E of GP-0-10-002)

Name of Single Entity

OR

☐ This is a joint report being submitted on behalf of a coalition.

Provide SPDES ID of each permitted MS4 included in this report. Use page 2 if needed.

Name of Coalition

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

MS4 Annual Report Cover Page

MCC form for period ending March 9, 2 0 2 3

Provide SPDES ID of each permitted MS4 included in this report.

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2023

Name of MS4	Town of Somers
-------------	----------------

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

Each MS4 must submit an MCC form.

Section 1 - MCC Identification Page

Indicate whether this MCC form is being submitted to certify endorsement or acceptance of:

- ☒ An Annual Report for a single MS4
- ☐ A Single Entity (Per Part II.E of GP-0-10-002)
- ☐ A Joint Report

Joint reports may be submitted by permittees with legally binding agreements.

If Joint Report, enter coalition name:

[illegible]

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2023

Name of MS4	Town of Somers
-------------	----------------

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for each of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- ☒ Principal Executive Officer/Chief Elected Official
- ☒ Duly Authorized Representative
- ☒ Local Stormwater Public Contact
- ☒ Stormwater Management Program (SWMP) Coordinator
- ☐ Report Preparer

First Name

[illegible]

MI

--	--

Last Name

S	c	o	r	r	a	n	o							
---	---	---	---	---	---	---	---	--	--	--	--	--	--	--

Title

[illegible]

Address

[illegible]

City

[illegible]

State

N	Y
---	---

Zip

1	0	5	8	9	-				
---	---	---	---	---	---	--	--	--	--

eMail

s	u	p	e	r	v	i	s	o	r	@	s	o	m	e	r	s	n	y	.	c	o	m
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Phone

$$(\begin{array}{|c|c|c|} \hline 9 & 1 & 4 \\ \hline \end{array}) \begin{array}{|c|c|c|} \hline 2 & 7 & 7 \\ \hline \end{array} - \begin{array}{|c|c|c|c|} \hline 3 & 6 & 3 & 7 \\ \hline \end{array}$$

County

W	e	s	t	c	h	e	s	t	e	r				
---	---	---	---	---	---	---	---	---	---	---	--	--	--	--

MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2 0 2 3

Name of MS4 Town of Somers

SPDES ID

N Y R 2 0 A 4 0 5

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period?

☒ Yes ☐ No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

C r o t o n K e n s i c o W a t e r s h e d I n t e r -

Partner/Coalition Name (con't.)

m u n i c i p a l c o a l i t i o n

SPDES Partner ID - If applicable

N Y R 2 0

Address

3 3 5 R o u t e 2 0 2

City

S o m e r s

State

N Y

Zip

1 0 5 8 9 -

eMail

d i r e c t o r o f p l a n n i n g @ s o m e r s n y . c o m

Phone

(9 1 4) 2 7 7 - 5 3 6 6

Legally Binding Agreement in accordance
with GP-0-08-002 Part IV.G.?

☐ Yes ☐ No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

☒ MM1 m u l t i p l e t a s k s

☒ MM2 m u l t i p l e t a s k s

☐ MM3

☐ MM4

☐ MM5

☐ MM6

Additional tasks/responsibilities

☐ *Watershed Improvement Strategy Best Management Practices* required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

Posting of PSA's (phosphorus), Education website (phosphorus), pet waste pick up campaign, education flyers re: salt/water quality, etc.

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9,	2	0	2	3
--------------------------------------------	---	---	---	---

Name of MS4 Town of Somers

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

Section 4 - Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

This form must be signed by either a principal executive officer or ranking elected official, or duly authorized representative of that person as described in GP-0-08-002 Part VI.J.

First Name

[illegible]

MI

--	--

Last Name

S	c	o	r	r	a	n	o								
---	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--

Title (Clearly print title of individual signing report)

[illegible]

Signature

[illegible]

Date _____

--	--

 /

--	--

 /

--	--	--	--

The annual report form and any attachments can be sent to the DEC Central Office clicking the Submit Form link below, or by sending it directly to: MS4compliance@dec.ny.gov. All submissions must include the SPDES ID in the title and must be complete before hitting the Submit Form link below:

Submit Form

If unable to submit electronically, hardcopy submissions can be sent to:

Bureau of Water Compliance
Division of Water
4th Floor
625 Broadway
Albany, New York 12233-3505

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Spomers

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

Water Quality Trends

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s are contributed to this report?

--	--	--

- 1. Has this MS4/Coalition produced any reports documenting water quality trends related to stormwater? If not, answer No and proceed to Minimum Control Measure One.** ☐ Yes

If Yes, choose one of the following

- ☐ Report(s) attached to the annual report
- ☐ Web Page(s) where report(s) is/are provided below

Please provide specific address of page where report(s) can be accessed - not home page.

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

Minimum Control Measure 1. Public Education and Outreach

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

1. Targeted Public Education and Outreach Best Management Practices

Check all topics that were included in Education and Outreach during this reporting period:

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="radio"/> Construction Sites
<input type="radio"/> General Stormwater Management Information
<input type="radio"/> Household Hazardous Waste Disposal
<input checked="" type="radio"/> Illicit Discharge Detection and Elimination
<input type="radio"/> Infrastructure Maintenance
<input type="radio"/> Smart Growth
<input type="radio"/> Storm Drain Marking
<input checked="" type="radio"/> Green Infrastructure/Better Site Design/Low Impact Development
<input checked="" type="radio"/> Other: | <input type="radio"/> Pesticide and Fertilizer Application
<input checked="" type="radio"/> Pet Waste Management
<input type="radio"/> Recycling
<input type="radio"/> Riparian Corridor Protection/Restoration
<input type="radio"/> Trash Management
<input type="radio"/> Vehicle Washing
<input type="radio"/> Water Conservation
<input checked="" type="radio"/> Wetland Protection
<input type="radio"/> None |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

P	h	o	s	p	h	o	r	u	s	,		s	i	l	t	,		s	e	d	i	m	e	n	t						
---	---	---	---	---	---	---	---	---	---	---	--	---	---	---	---	---	--	---	---	---	---	---	---	---	---	--	--	--	--	--	--

Other

2. Specific audiences targeted during this reporting period:

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="radio"/> Public Employees
<input checked="" type="radio"/> Residential
<input type="radio"/> Businesses
<input type="radio"/> Restaurants
<input checked="" type="radio"/> Other: | <input checked="" type="radio"/> Contractors
<input checked="" type="radio"/> Developers
<input type="radio"/> General Public
<input type="radio"/> Industries
<input type="radio"/> Agricultural |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

B	o	a	r	d		a	n	d		C	o	m	m	i	t	t	e		m	e	m	b	e	r	s						
---	---	---	---	---	--	---	---	---	--	---	---	---	---	---	---	---	---	--	---	---	---	---	---	---	---	--	--	--	--	--	--

Other

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2 0 2 3

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Town of Somers

SPDES ID

N Y R 2 0 A 4 0 5

3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply:

☒ Construction Site Operators Trained

Trained 0

☐ Direct Mailings

Mailings

☐ Kiosks or Other Displays

Locations

☐ List-Serves

In List

☐ Mailing List

In List

☐ Newspaper Ads or Articles

Days Run

☒ Public Events/Presentations

Attendees 2 5

☐ School Program

Attendees

☒ TV Spot/Program

Days Run 3 1

☐ Printed Materials:

Total # Distributed

Locations (e.g. libraries, town offices, kiosks)

☐ Other:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

☐ Web Page: Provide specific web addresses - not home page. Continue on next page if additional space is needed.

URL

h	t	t	p	:	/	/	w	w	w	.	s	o	m	e	r	s	n	y	.	c	o	m	/	p	a	g	e	s			
s	o	m	e	r	s	n	y				p	l	a	n	n	i	n	g	/	s	t	o	r	m	w	a	t	e	r		

URL

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

3. Web Page con't.: Provide specific web addresses - not home page.

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

4. Evaluating Progress Toward Measurable Goals MCM 1

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Incorporation of low impact development techniques and best management practices into applications regarding environmental permits, site plans and subdivisions. Education regarding phosphorus impacts to water quality from septic systems and lawn/landscaping practices is also included in permit decisions.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

The Planning & Engineering Dept. undertakes environmental determinations, and reviews applications for environmental permitting (steep slopes, wetland, stormwater & erosion and sediment control, land disturbance, etc.) and land development (subdivisions and site plans). Since the implementation of the Town's outreach and education program, these submissions include consideration of water quality best management practices and low impact development techniques.

C. How many times was this observation measured or evaluated in this reporting period?

		3	0
--	--	---	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this Measurable Goal during this reporting period?
☒ Yes ☐ No
E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?
☒ Yes ☐ No
F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

The Town uses website and cable access T.V. channel to get the message out. E-blasts are also utilized.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2 0 2 3

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Town of Somers

SPDES ID

N Y R 2 0 A 4 0 5

Minimum Control Measure 2. Public Involvement/Participation

The information in this section is being reported (check one):

☒ On behalf of an individual MS4

☐ On behalf of a coalition

How many MS4s contributed to this report?

1. What opportunities were provided for public participation in implementation, development, evaluation and improvement of the Stormwater Management Program (SWMP) Plan during this reporting period? Check all that apply:

☒ Cleanup Events

Events

3

☐ Comments on SWMP Received

Comments

☒ Community Hotlines

Phone #

() -

Phone# (9 1 4) 2 7 7 - 5 3 6 6

Phone# () -

Phone# () -

Phone# () -

Phone# () -

Phone# () -

Phone# () -

Phone# () -

Phone# () -

Phone# () -

☒ Community Meetings

Attendees

2 5

☐ Plantings

Sq. Ft.

☐ Storm Drain Markings

Drains

☐ Stakeholder Meetings

Attendees

☐ Volunteer Monitoring

Events

☒ Other: P u b l i c m e e t i n g

2. Was public notice of availability of this annual report and Stormwater Management Program (SWMP) Plan provided?

☒ Yes ☐ No

☐ List-Serve

In List

☐ Newspaper Advertising

Days Run

☒ TV/Radio Notices

Days Run

3 1

☒ Other: T o w n B o a r d m e e t i n g

☒ Web Page URL: Enter URL(s) on the following two pages.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2 0 2 3

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N Y R 2 0 A 4 0 5

2. URL(s) con't.:

Please provide specific address(es) where notice(s) can be accessed - not home page.

URL

h t t p : / / w w w . s o m e r s n y . c o m / p a g e s /
s o m e r s n y / P l a n n i n g / S t o r m w a t e r

URL

h t t p : / / w w w . s o m e r s n y . c o m / p a g e s /
s o m e r s m e e t i n g v i d e o s / t m v i d e o s

URL

h t t p : / / w w w . s o m e r s n y . c o m / p a g e s /
s o m e r s N Y w e b d o c s / m i n a g e n d a

URL

URL

URL

URL

Name of MS4/Coalition

SPDES ID

URL

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2 0 2 3

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N Y R 2 0 A 4 0 5

3. Where can the public access copies of this annual report, Stormwater Management Program SWMP) Plan and submit comments on those documents?

Enter address/contact info and select radio button to indicate which document is available and whether comments may be submitted at that location. Submit additional pages as needed.

☒ MS4/Coalition Office

☒ Annual Report

☒ SWMP Plan

☒ Comments

Department

P l a n n i n g a n d E n g i n e e r i n g

Address

3 3 5 R o u t e 2 0 2

City

S o m e r s

N Y

Zip

-

Phone

(9 1 4) 2 7 7 - 5 3 6 6

☒ Library

☒ Annual Report

☒ SWMP Plan

☐ Comments

Address

8 0 P r i m r o s e S t r e e t

City

S o m e r s

N Y

Zip

1 0 5 8 9 -

Phone

(9 1 4) 2 3 2 - 5 7 1 7

☒ Other

☒ Annual Report

☒ SWMP Plan

☒ Comments

Address

T o w n C l e r k 3 3 5 R o u t e 2 0 2

City

S o m e r s

N Y

Zip

1 0 5 8 9 -

Phone

(9 1 4) 2 7 7 - 3 3 2 3

☒ Web Page URL:

☐ Annual Report

☐ SWMP Plan

☐ Comments

h t t p : / / w w w . s o m e r s n y . c o m / p a g e s /

s o m e r s n y / P l a n n i n g / S t o r m w a t e r

Please provide specific address of page where report can be accessed - not home page.

☒ eMail

☒ Comments

d i r e c t o r o f p l a n n i n g @ s o m e r s n y . c o m

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N	Y	R	2	0				
---	---	---	---	---	--	--	--	--

4.a. If this report was made available on the internet, what date was it posted?

Leave blank if this report was not posted on the internet.

0	4
---	---

 /

2	1
---	---

 /

2	0	2	3
---	---	---	---

4.b. For how many days was/will this report be posted?

3	6	5
---	---	---

If submitting a report for single MS4, answer 5.a.. If submitting a joint report, answer 5.b..

5.a. Was an Annual Report public meeting held in this reporting period?☒ Yes ☐ No

If Yes, what was the date of the meeting?

	5
--	---

 /

	4
--	---

 /

2	0	2	3
---	---	---	---

If No, is one planned?

☐ Yes ☐ No**5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period?**☒ Yes ☐ No

If No, is one planned for each?

☐ Yes ☐ No**6. Were comments received during this reporting period?**☐ Yes ☒ No

If Yes, attach comments, responses and changes made to SWMP in response to comments to this report.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Involvement in public hearings, submission of comments regarding development applications, participation in Town-Wide Clean-up, education of contractors at construction sites and education of applicants through environmental determination process and permitting process and site plan and subdivision approval process.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Seven public hearings were held during the reporting period relative to projects reviewed. Comments related to stormwater quality were made at five of the public hearings. The public hearings are related to site plan and preliminary and final subdivision approval, wetland permit approvals. There was no specific Earth Day celebration. Due to Covid-19, the Somers Recycling Day was canceled. However, there was a Spring Litter Clean Up on March 2022 and a Fall Litter Clean Up on October 2022. A total of 180 bags of trash were collected. No Town collection.

C. How many times was this observation measured or evaluated in this reporting period?

	1	0	0
--	---	---	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?
☒ Yes ☐ No
E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?
☒ Yes ☐ No
F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to disseminate information, conduct town-wide clean-up, continue contractor education on site and provide education to applicants for environmental permits and site plan and subdivision applications.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

Minimum Control Measure 3. Illicit Discharge Detection and Elimination

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

1. Enter the number and approx. percent of outfalls mapped:

		5	6	4	#			1	0	0	%
--	--	---	---	---	---	--	--	---	---	---	---

2. How many of these outfalls have been screened for dry weather discharges during this reporting period (outfall reconnaissance inventory)?

2	5	6
---	---	---

3.a.What types of generating sites/sewersheds were targeted for inspection during this reporting period?

- ☐ Auto Recyclers
 - ☒ Building Maintenance
 - ☐ Churches
 - ☐ Commercial Carwashes
 - ☐ Commercial Laundry/Dry Cleaners
 - ☐ Construction Vehicle Washouts
 - ☒ Cross-Connections
 - ☐ Distribution Centers
 - ☐ Food Processing Facilities
 - ☐ Garbage Truck Washouts
 - ☐ Hospitals
 - ☐ Improper RV Waste Disposal
 - ☐ Industrial Process Water
 - ☒ Other:
 - ☐ Landscaping (Irrigation)
 - ☐ Marinas
 - ☐ Metal Plateing Operations
 - ☐ Outdoor Fluid Storage
 - ☒ Parking Lot Maintenance
 - ☐ Printing
 - ☐ Residential Carwashing
 - ☒ Restaurants
 - ☐ Schools and Universities
 - ☒ Septic Maintenance
 - ☐ Swimming Pools
 - ☐ Vehicle Fueling
 - ☐ Vehicle Maint./Repair Shops
 - ☐ None

R	o	a	d	w	a	y	s
---	---	---	---	---	---	---	---

○ Sewersheds:

[illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2 0 2 3

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

3.b. What types of illicit discharges have been found during this reporting period?

- ☐ Broken Lines From Sanitary Sewer
 - ☐ Cross Connections
 - ☒ Failing Septic Systems
 - ☐ Floor Drains Connected To Storm Sewers
 - ☐ Illegal Dumping
 - ☐ Other:
 - ☐ Industrial Connections
 - ☐ Inflow/Infiltration
 - ☐ Pump Station Failure
 - ☐ Sanitary Sewer Overflows
 - ☐ Straight Pipe Sewer Discharges
 - ☐ None

[illegible]

4. How many illicit discharges/potential illegal connections have been detected during this reporting period?

		1
--	--	---

5. How many illicit discharges have been confirmed during this reporting period?

		1
--	--	---

6. How many illicit discharges/illegal connections have been eliminated during this reporting period?

		1
--	--	---

7. Has the storm sewershed mapping been completed in this reporting period?

☒ Yes ☐ No

If No, approximately what percent was completed in this reporting period?

			%
--	--	--	---

8. Is the above information available in GIS?

☒ Yes ☐ No

Is this information available on the web?

☐ Yes ☒ No

If Yes, provide URL(s):

Please provide specific address of page where map(s) can be accessed - not home page.

URL

[illegible]

URL

[illegible]

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

[illegible]

- | | | | |
|--|--|---|---|
| | | 1 | % |
|--|--|---|---|

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

12. Evaluating Progress Toward Measurable Goals MCM 3

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Continue implementation of illicit discharge ordinance and form septic system maintenance law. Maintain hotline to receive reports related to illicit discharges.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

The Town had no illicit discharges during the reporting period. There was one call to the hotline to report a clogged sewer manhole. The Town does have a septic system maintenance law, consistent with what was approved by DEC. The information regarding onsite wastewater treatment systems with a design capacity of less than 1,000 gallons per day that were cleaned and inspected is available for the period from January 1, 2022 through December 31, 2022. Based on this information, 734 septic systems were cleaned and inspected during this period. Since this is the number cleaned and inspected during this period, it indicates that the Town is meeting its goal.

C. How many times was this observation measured or evaluated in this reporting period?

	3	6	5
--	---	---	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

The Town will continue to use the hotline and field inspections to detect illicit discharges. When such discharges are found, they will continue to be reported and filed with the County Health Department. During the 2023-2024 reporting period, the Town will continue to obtain septic system monitoring data.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N	Y	R	2	0		A	4	0
---	---	---	---	---	--	---	---	---

Minimum Control Measures 4 and 5.
Construction Site and Post-Construction Control

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

- 1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities?** ☒ Yes ☐ No
- 1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney certification or using the NYSDEC Gap Analysis Workbook?** ☒ Yes ☐ No ☐ NT

If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law.

☐ 09/2004 ☒ 03/2006 ☐ NT

- 2. Does your MS4/Coalition have a SWPPP review procedure in place?** ☒ Yes ☐ No
- 3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period?**

		5
--	--	---
- 4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs?** ☒ Yes ☐ No ☐ NT
- If Yes, how many public comments were received during this reporting period?

		0
--	--	---
- 5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process?** ☒ Yes ☐ No

6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:

<input checked="" type="radio"/> Notices of Violation	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td>2</td></tr></table>					2	<input type="radio"/> No Authority
				2				
<input checked="" type="radio"/> Stop Work Orders	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td>2</td></tr></table>					2	<input type="radio"/> No Authority
				2				
<input type="radio"/> Criminal Actions	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						<input type="radio"/> No Authority
<input type="radio"/> Termination of Contracts	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						<input type="radio"/> No Authority
<input checked="" type="radio"/> Administrative Fines	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						<input checked="" type="radio"/> No Authority
<input checked="" type="radio"/> Civil Penalties	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						<input checked="" type="radio"/> No Authority
<input checked="" type="radio"/> Administrative Orders	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						<input checked="" type="radio"/> No Authority
<input type="radio"/> Enforcement Actions or Sanctions	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						
<input type="radio"/> Other	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						<input type="radio"/> No Authority

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

Minimum Control Measure 4. Construction Site Stormwater Runoff Control

The information in this section is being reported (check one):

☒ On behalf of an individual MS4

☐ On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

1. How many construction projects have been authorized for disturbances of one acre or more during this reporting period?

		5
--	--	---

2. How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period?

		5
--	--	---

3. What percent of active construction sites were inspected during this reporting period? ☐ NT

1	0	0	%
---	---	---	---

4. What percent of active construction sites were inspected more than once? ☐ NT

1	0	0	%
---	---	---	---

5. Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual?

☒ Yes ☐ No ☐ NT

6. Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval?

☒ Yes ☐ No ☐ NT

If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review?

☐ Yes ☐ No

If Yes, use the following page to identify location(s) where SWPPPs can be accessed.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2 0 2 3

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Town of Somers

SPDES ID

N Y R 2 0 A 4 0 5

6. con't.:

Submit additional pages as needed.

☒ MS4/Coalition Office

Department

P l a n n i n g a n d E n g i n e e r i n g

Address

3 3 5 R o u t e 2 0 2

City

S o m e r s

N Y

Zip

1 0 5 8 9 -

Phone

(9 1 4) 2 7 7 - 5 3 6 6

☐ Library

Address

R o u t e 1 3 9

City

S o m e r s

N Y

Zip

1 0 5 8 9 -

Phone

(9 1 4) 2 3 2 - 5 7 1 7

☐ Other

Address

City

Zip

-

Phone

() -

☐ Web Page URL(s): Please provide specific address where SWPPPs can be accessed - not home page.

URL

URL

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

7. Evaluating Progress Toward Measurable Goals MCM 4

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Continue implementation of illicit discharge ordinance and form septic system maintenance law. Maintain hotline to receive reports related to illicit discharges.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

The Town had one illicit discharge during the reporting period. There was one call to the hotline to report a clogged sewer manhole. The Town does have a septic system maintenance law, consistent with what was approved by DEC. The information regarding onsite wastewater treatment systems with a design capacity of less than 1,000 gallons per day that were cleaned and inspected is available for the period from January 1, 2021 through December 31, 2022. Based on this information, 734

C. How many times was this observation measured or evaluated in this reporting period?

	1	0	0
--	---	---	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to require submission of SWPPPs and use them to monitor construction. (ongoing)

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2 0 2 3

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Town of Somers

SPDES ID

N Y R 2 0 A 4 0 5

Minimum Control Measure 5. Post-Construction Stormwater Management

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

1. How many and what type of post-construction stormwater management practices has your MS4/Coalition inventoried, inspected and maintained in this reporting period?

	# Inventoried	# Inspections	# Times Maintained
<input type="radio"/> Alternative Practices			
<input type="radio"/> Filter Systems			
<input checked="" type="radio"/> Infiltration Basins	4	4	4
<input checked="" type="radio"/> Open Channels	4	4	4
<input checked="" type="radio"/> Ponds	2	2	2
<input type="radio"/> Wetlands			
<input checked="" type="radio"/> Other	2 4	2 4	2 4

2. Do you use an electronic tool (e.g. GIS, database, spreadsheet) to track post-construction BMPs, inspections and maintenance? ☐ Yes ☒ No

3. What types of non-structural practices have been used to implement Low Impact Development/Better Site Design/Green Infrastructure principles?

- ☐ Building Codes ☒ Municipal Comprehensive Plans
☐ Overlay Districts ☐ Open Space Preservation Program
☒ Zoning ☒ Local Law or Ordinance
☐ None ☒ Land Use Regulation/Zoning
☐ Watershed Plans ☐ Other Comprehensive Plan

☐ Other:

P l a n n i n g B o a r d p e r m i t p r o c e s s

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?

☒ Yes ☐ No

4b. Does the MS4 have a banking and credit system for stormwater management practices?

☐ Yes ☒ No

4c. Do the SWMP Plans for each MS4 contributing to this report include a protocol for evaluation and approval of banking and credit of alternative siting of a stormwater management practice?

☐ Yes ☒ No

4d. How many stormwater management practices have been implemented as part of this system in this reporting period?

		5
--	--	---

5. What percent of municipal officials/MS4 staff responsible for program implementation attended training on Low Impace Development (LID), Better Site Design (BSD) and other Green Infrastructure principles in this reporting period?

	1	0
--	---	---

 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

6. Evaluating Progress Toward Measurable Goals MCM 5

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The Town is continuing to improve its GIS capabilities and will be in a position to update mapping on an ongoing basis. The Town currently uses "Pubworks" and updates mapping on an on-going basis.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Hand held devices and paper forms were utilized and some computer logging of information occurred using Public Works laptops. 18 catch basins were inspected and maintained by inside vacuum truck during the MS4 reporting period and 42 cubic yards of material was collected. Areas outside surrounding the catch basins and gutters were cleaned and yielded 19.25 cubic yards of material. No roads were swept during the reporting period by the Highway Department.

C. How many times was this observation measured or evaluated in this reporting period?

		3	1
--	--	---	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?
☒ Yes ☐ No
E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?
☒ Yes ☐ No
F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to inspect and maintain stormwater infrastructure throughout the town, focusing on priority watershed areas. Establish a computer tracking system for inspection and maintenance of BMPs (other than catch basins) for the Highway Department.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

Minimum Control Measure 6. Stormwater Management for Municipal Operations

The information in this section is being reported (check one):

☒ On behalf of an individual MS4

☐ On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

1. Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program(SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.

<u>Operation/Activity/Facility</u>	<u>Addressed in SWMP?</u>	<u>Self-Assessment Operation/Activity/Facility performed within the past 3 years?</u>
Street Maintenance.....	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Bridge Maintenance.....	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Winter Road Maintenance.....	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Salt Storage.....	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Solid Waste Management.....	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
New Municipal Construction and Land Disturbance..	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Right of Way Maintenance.....	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Marine Operations.....	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Hydrologic Habitat Modification.....	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Parks and Open Space.....	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Municipal Building.....	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Stormwater System Maintenance.....	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Vehicle and Fleet Maintenance.....	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Other.....	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

2. Provide the following information about municipal operations good housekeeping programs:

- ☒ Parking Lots Swept (Number of acres X Number of times swept) # Acres

				2
--	--	--	--	---
- ☒ Streets Swept (Number of miles X Number of times swept) # Miles

			1	2
--	--	--	---	---
- ☒ Catch Basins Inspected and Cleaned Where Necessary #

		1	8	7
--	--	---	---	---
- ☒ Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary #

			1	0
--	--	--	---	---
- ☐ Phosphorus Applied In Chemical Fertilizer # Lbs.

--	--	--	--	--
- ☐ Nitrogen Applied In Chemical Fertilizer # Lbs.

--	--	--	--	--
- ☐ Pesticide/Herbicide Applied (Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.) # Acres

					.	
--	--	--	--	--	---	--

3. How many stormwater management trainings have been provided to municipal employees during this reporting period?

				1
--	--	--	--	---

4. What was the date of the last training?

1	1	/		3	/	2	0	2	2
---	---	---	--	---	---	---	---	---	---

5. How many municipal employees have been trained in this reporting period?

		5
--	--	---

6. What percent of municipal employees in relevant positions and departments receive stormwater management training?

	3	0	%
--	---	---	---

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

7. Evaluating Progress Toward Measurable Goals MCM 6

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

To institute better reporting in the form of inspections and maintenance work by the Somers Highway Department, its contractors and the Somers Parks and Recreation Department.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Both Departments maintained appropriate records, The Highway Department information is computerized, however it would be more efficient to have the computerization take place in the field rather than through data entry in the office via "work tickets". All pertinent information is available for each stormwater activity that is undertaken.

C. How many times was this observation measured or evaluated in this reporting period?

		1	0
--	--	---	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?
☒ Yes ☐ No
E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?
☒ Yes ☐ No
F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to work towards electronic conveyance of pollution prevention activities.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

Additional Watershed Improvement Strategy Best Management Practices

The information in this section is being reported (check one):

☒ On behalf of an individual MS4

☐ On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

MS4s must answer the questions or check NA as indicated in the table below.

MS4 Description	Answer	Check NA	(POC)
NYC EOH Watershed	-	-	-
Traditional Land Use	1,2,3,4,5,6,7a-d,8a,8b,9	10,11,12	Phosphorus
Traditional Non-Land Use	1,2,3,4,7a-d,8a,8b,9	5,10,11,12	Phosphorus
Non-Traditional	1,2,77a-d,8a,8b,9	3,4,5,10,11,12	Phosphorus
Onondaga Lake Watershed	-	-	-
Traditional Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Non-Traditional	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Greenwood Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Oyster Bay	-	-	-
Traditional Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Non-Traditional	1,4,7a-d,9	2,3,4,5,8a,8b,10,11,12	Pathogens
Peconic Estuary	-	-	-
Traditional Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Traditional Non-Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Non-Traditional	1,4,7a-d,8a,9	2,3,4,5,8b,10,11,12	Pathogens and Nitrogen
Oscawana Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
LI 27 Embayments	-	-	-
Traditional Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Non-Traditional	1,2,3,4,7a-d,9	5,6,8a,8b,10,11,12	Pathogens

1. Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies?

☒ Yes ☐ No ☐ N/A

2. Has 100% of the MS4/Coalition conveyance system been mapped in GIS?

☒ Yes ☐ No ☐ N/A

If N/A, go to question 3.

If No, estimate what percentage of the conveyance system has been mapped so far.

--	--	--

 %

Estimate what percentage was mapped in this reporting period.

--	--	--

 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

3. Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program? ☒ Yes ☐ No ☐ N/A

4. Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period?

	1	7
--	---	---

 %

5. Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more? ☒ Yes ☐ No ☐ N/A

6. Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards? ☒ Yes ☐ No ☐ N/A

7a. Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading? ☒ Yes ☐ No ☐ N/A

7b. How many projects have been sited in this reporting period?

		0
--	--	---

7c. What percent of the projects included in 7b have been completed in this reporting period?

		0
--	--	---

 %

7d. What percent of projects planned in previous years have been completed?

1	0	0
---	---	---

 %

☒ No Projects Planned

8a. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands? ☒ Yes ☐ No ☐ N/A

8b. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands? ☒ Yes ☐ No ☐ N/A

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

9. Has your MS4/Coalition developed and implemented a program of native planting?

☒ Yes ☐ No ☐ N/A

10. Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding?

☒ Yes ☐ No ☐ N/A

11. Does your MS4/Coalition have a pet waste bag program?

☒ Yes ☐ No ☐ N/A

12. Does your MS4/Coalition have a program to manage goose populations?

☐ Yes ☐ No ☒ N/A

Sent to:
TB, TA, TC
4/28/23
KD

McCULLOUGH, GOLDBERGER & STAUDT, LLP

Attorneys at Law

1311 Mamaroneck Ave., Suite 340, White Plains, NY 10605

TEL (914) 949-6400 FAX (914) 949-2510

mcculloughgoldberger.com

LINDA B. WHITEHEAD

April 28, 2023

Partner

lwhitehead@mgslawyers.com

Honorable Supervisor Robert Scorrano
and Members of the Town Board
Town of Somers
335 Route 202
Somers, New York 10589

Re: 259 Route 100
Zoning Amendment

Dear Supervisor Scorrano and Members of the Town Board:

This office represents Glencida Realty Inc., ("Petitioner"). Petitioner is the owner of an approximately 2.28-acre lot identified as 259 Route 100, Town of Somers, County of Westchester, State of New York, shown and designated on the Town of Somers Tax Map as Tax Parcel 28.06-1-15 (hereinafter referred to as the "Property").

The Property was previously rezoned by your Board from R-80 to the new MFR-100 Zoning District, in part in recognition that due to its location on Route 100 and the surrounding uses it was not practical to redevelop the Property with a single home. The Property is bordered by vacant land to the north and a single-family home to the west. East of the Property, across Route 100, is the Office Business "OB-100" District. To the southeast is a construction materials yard (Lawton Adams Materials), which lies in the Office and Light Industry "OLI" District. South of the Property, also in the OLI District, is a gas station and deli, as well as a warehouse and office use, a sanitation and recycling yard, and a garage for the Somers Highway Department.

In light of the surrounding zones and uses and zoning along Route 100, as well as the location on a State Highway, the Property is ideally located for redevelopment with a low-impact commercial use located between the existing commercial and industrial uses to the south and east, and the residential development to the north and west. Petitioner is therefore proposing a new, high end self-storage facility, designed to be aesthetically pleasing and in keeping with the character of the neighborhood.

To that end, Petitioner is requesting a change in the Somers Zoning Map, to re-map the Property to the nearby OLI District, and to amend the Somers Zoning Ordinance to create a permitted use for self-storage facilities within the OLI District. It is our belief that this use will have minimal impacts, while representing an exciting update to this outdated site, and will be a tremendous fiscal benefit to the Town.

With the prior rezoning to MFR-100, our client had anticipated the multifamily development of the Property. This zoning was informed by a conceptual site plan for the Property, anticipating the construction of a 24-unit multifamily development comprised of two buildings, to be served by 46 parking spaces,

stormwater facilities, and related site improvements. The proposed self-storage building is anticipated to be a significantly less impactful use of the Property, given its low traffic and parking needs, and reduced demand on municipal services, reduced water and sewer demands, and the lack of any impact on the schools.

In further support of this project, we are pleased to enclose herewith a Petition for Amendments to the Town of Somers Zoning Map and Zoning Ordinance, dated April 28, 2023, together with the proposed text amendments to the Somers Zoning Ordinance, a Short Environmental Assessment Form relating to the proposed changes, and conceptual renderings and Layout plan, prepared by Alfonzetti Engineering, dated April 25, 2023.

We respectfully request this matter be placed on the Board's May 4th Work Session agenda for the Board to consider accepting the Petition and referral of the Petition to the Planning Board for their review and recommendation back to the Town Board. We look forward to discussing this important matter with you further.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Linda B. Whitehead", written in a cursive style.

Linda B. Whitehead

Enc.

cc: David B. Smith
Gleneida Realty Inc.

TOWN OF SOMERS TOWN BOARD
COUNTY OF WESTCHESTER: STATE OF NEW YORK

-----X

In the Matter of the Petition of

GLENEIDA REALTY INC.
Petitioner,

PETITION

For Amendment to the Town of Somers Zoning Map
And Zoning Ordinance.

Affected Parcel: 28.06-1-15

-----X

TO THE MEMBERS OF THE TOWN BOARD OF THE TOWN OF SOMERS:

PETITIONER, GLENEIDA REALTY INC. ("Petitioner"), with its principal place of business at 339 Route 202, Suite 275, Somers, NY 10589, by its attorneys, McCullough, Goldberger & Staudt, LLP, hereby petitions the Town Board of the Town of Somers ("Somers", or the "Town") for an amendment to the Zoning Map of Somers (the "Zoning Map") and the Zoning Ordinance of Somers (the "Zoning Ordinance") as follows:

INTRODUCTION AND PROPERTY BACKGROUND

1. Petitioner is a duly formed and existing corporation under and by virtue of the laws of the State of New York.

2. Petitioner is the owner of a parcel of land totaling approximately 2.28 acres of real property located on the west side of New York State Route 100, just north of the intersection with Highview Terrace. The site is shown and designated on the Town of Somers Tax Map as Tax Parcel 28.06-1-15 and is commonly referred to as 259 Route 100 (hereinafter this parcel shall be referred to as the "Property"). The Property was historically improved with a single-family home that had become vacant and fallen into significant disrepair.

3. The Property is located in the Multifamily Residence “MFR-100” Zoning District and partially within the Groundwater Protection Overlay District. The Property is across Route 100 from the Office Business “OB-100” District to the east, and across Highview Terrace from the Office and Light Industry “OLI” District to the south. Property across Route 100 just south is also zoned OLI.

4. The north side of the Property is bounded by vacant land. To the west is a single-family home. East of the Property, across Route 100, is additional vacant land and a manufacturer and seller of landscape and construction materials (Lawton Adams Materials in the OLI District). South of the Property is a gas station and deli, as well as some single-family homes on Highview Terrace. Further south along Route 100 are a warehouse and office use, a sanitation and recycling yard, and a garage for the Somers Highway Department. See Area Map attached hereto as **Exhibit A**.

5. Petitioner believes the Property is uniquely situated between residential, commercial, and industrial uses and zoning districts, and is located on a significant State roadway. Petitioner is seeking to demolish the dilapidated single-family home and to improve the Property with a new, attractive self-storage facility. However, under the current zoning, the Property is limited as to what uses may be permitted on-site. Moreover, the Zoning Ordinance does not appear to define or consider self-storage as a use.

6. Therefore, Petitioner is hereby requesting that the Town Board amend the Zoning Map to re-zone the Property to the OLI District, and to amend the Zoning Ordinance to add a new permitted self-storage use in the OLI District. A copy of the proposed Zoning Amendment is attached hereto as **Exhibit B**.

PROPOSED USE OF THE PROPERTY

7. Petitioner is proposing to construct a two-story self-storage facility on the Property. The building will total approximately 40,000 square feet of gross floor area. The building will be served by 15 parking spaces and a loading space. Significant green space will be preserved in the rear

and supplemented with substantial landscaping to screen and naturally buffer the residential neighbors. The facility was designed to look residential in character to better fit the setting of the neighborhood, and the design calls for a stone wall and decorative fencing to provide an attractive visual gateway to the Hamlet area.

8. One of the explicit policy goals of Somers' 2016 Comprehensive Plan is to "Provide for and support a mix of land uses in appropriate locations." See Comprehensive Plan, p. 9. While there is a general mix of uses surrounding the Property along Route 100, the current zoning would not allow for the addition of self-storage. In fact, self-storage facilities, which are increasingly in-demand throughout the region, are not clearly permitted anywhere in the Zoning Ordinance. This limits the potential for development of a site so uniquely situated between different uses and zoning districts, and it further limits access to self-storage facilities for residents of Somers.

9. We believe the proposed amendments would be beneficial to the Town by creating a new, low-impact use that will serve Somers residents, utilizing an underdeveloped site that is falling into disrepair. Self-storage is an inherently quiet use, with low traffic volumes and parking needs, little demand on municipal services as well as sewer and water, and no impact on schools, while still generating taxes. The project will also improve the appearance of the area and serve as an attractive visual entry to the Hamlet area. A copy of the preliminary renderings and draft Site Layout Plan for the project is attached hereto as **Exhibit C**.

PROPOSED TEXT AMENDMENTS TO ZONING ORDINANCE

10. Petitioner respectfully requests the adoption of the Zoning Text Amendment consisting of modifications to create a new self-storage use in the OLI District.

12. Petitioner further requests that the Property be rezoned to OLI.

13. The Zoning Text Amendment would not have any adverse impact on the Zoning Ordinance or the Town for several reasons. The self-storage use will be regulated with specific bulk

and dimensional requirements to ensure responsible development that shall not create significant impacts to neighbors. Moreover, self-storage is an inherently quiet and low impact use, with limited traffic, noise, or individuals on-site. The proposed use will also provide economic benefits to the Town of Somers in the form of additional tax revenue, making use of an underdeveloped site..

14. For all of the foregoing reasons, it is respectfully submitted that the proposed Zoning Ordinance Amendment should be granted, and the OLI District should be applied to the Property.

WHEREFORE, Petitioners respectfully request that the Town Board of Somers amend the Zoning Ordinance and Zoning Map of the Town of Somers as set forth above.

Dated: White Plains, New York
April 28, 2023

Respectfully submitted,
McCullough, Goldberger & Staudt, LLP

By: 

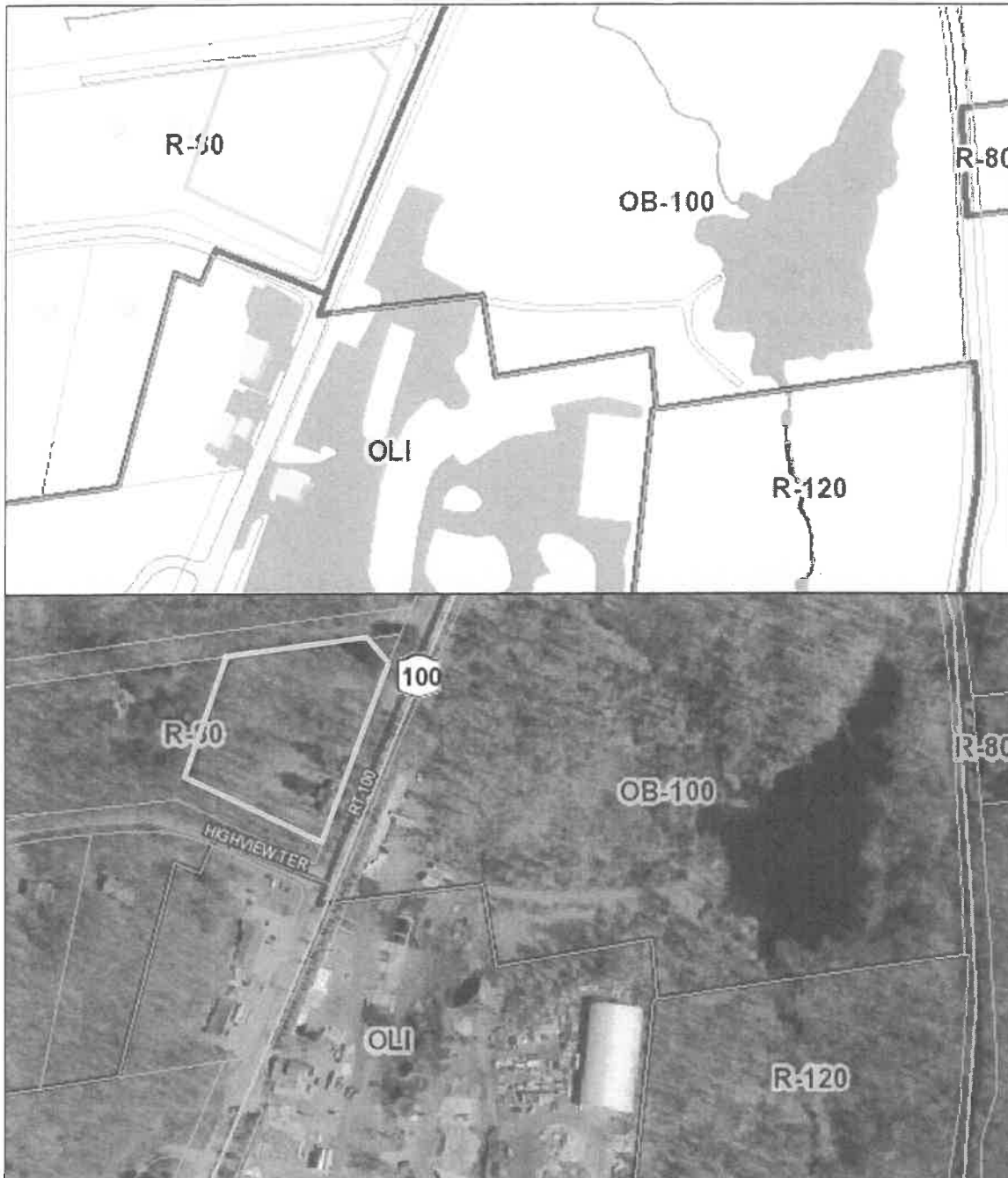
Exhibit A – Area Map

Tax Parcel Maps

Address: 259 RTE 100

Print Key: 28.06-1-15

SBL: 02800600010150000000



Disclaimer:

This tax parcel map is provided as a public service to Westchester County residents for general information and planning purposes only, and should not be relied upon as a sole informational source. The County of Westchester hereby disclaims any liability from the use of this GIS mapping system by any person or entity. Tax parcel boundaries represent approximate property line location and should **NOT** be interpreted as or used in lieu of a survey or property boundary description. Property descriptions must be obtained from surveys or deeds. For more information please contact the assessor's office of the municipality.

Exhibit B – Zoning Amendment

**TOWN BOARD
TOWN OF SOMERS, NEW YORK**

LOCAL LAW NO. ____-2023

**A LOCAL LAW TO REVISE THE ZONING ORDINANCE OF THE TOWN OF SOMERS
TO EXPAND THE LIST OF PERMITTED USES WITHIN THE
OLI ZONING DISTRICT TO INCLUDE SELF-STORAGE FACILITIES**

Be it enacted by the Town Board of the Town of Somers as follows:

Section One. Section 170-3 of the Town of Somers Zoning Ordinance shall be amended by adding a new defined term entitled “Self-Storage”, which shall state as follows:

SELF-STORAGE FACILITY

A fully enclosed commercial and/or business establishment providing varying sizes of individual compartmentalized and/or controlled access to stalls or lockers for the storage of business or personal property.

Section Two. Section 170-24.2 of the Town of Somers Zoning Ordinance shall be amended by adding new sections K., which shall state as follows:

K. Self-storage facilities, where maximum building coverage shall not exceed 25% and maximum floor area ratio (FAR) shall not exceed 0.45. Such facilities shall otherwise be subject to the ordinary dimensional standards and requirements outlined in § 170-24.5.

Section Three. Section 170-40.B. of the Town of Somers Zoning Ordinance shall be amended by adding a new use and parking requirements, which shall state as follows:

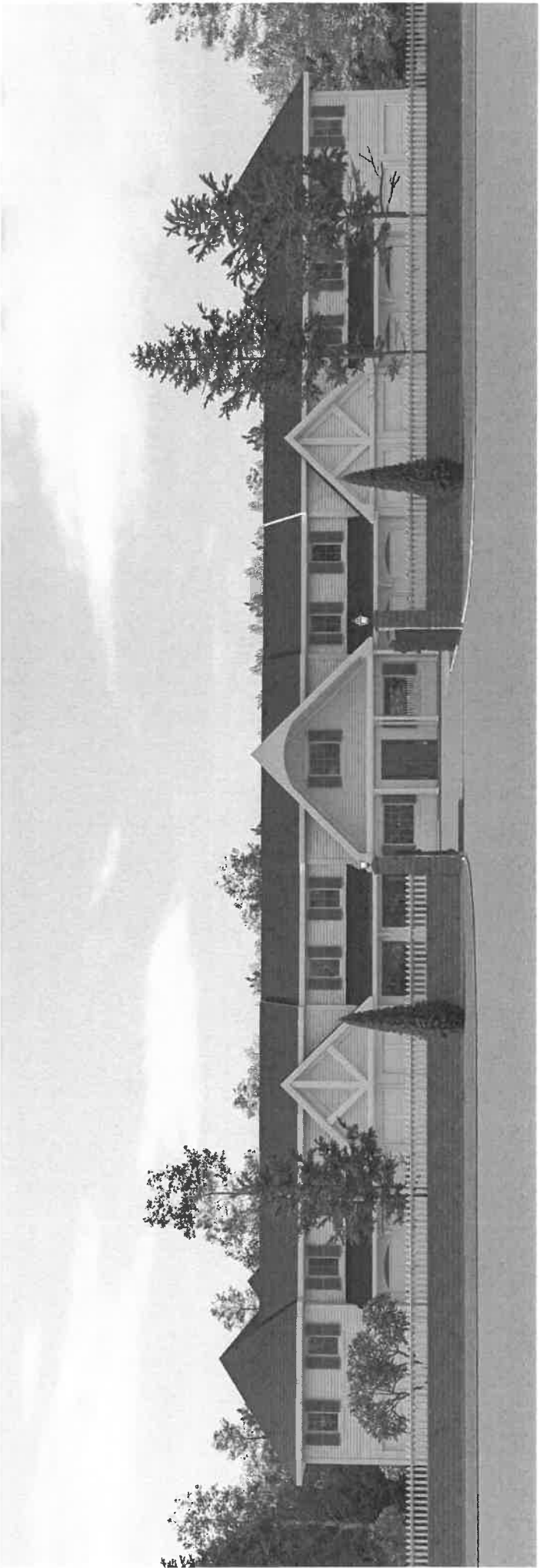
Kind of Use	Required Parking Units (PU)	Required Loading Units (LU)
Self-storage facility		
Each 3,000 square feet of gross floor area	1	
First 40,000 square feet of gross floor area		1

Section Four. If any section, subsection, clause, phrase or other portion of this Local Law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, such portion shall be deemed a separate distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section Five. This Local Law shall take effect immediately upon filing with the Secretary of State.

Exhibit C – Renderings & Draft Layout Plan

.



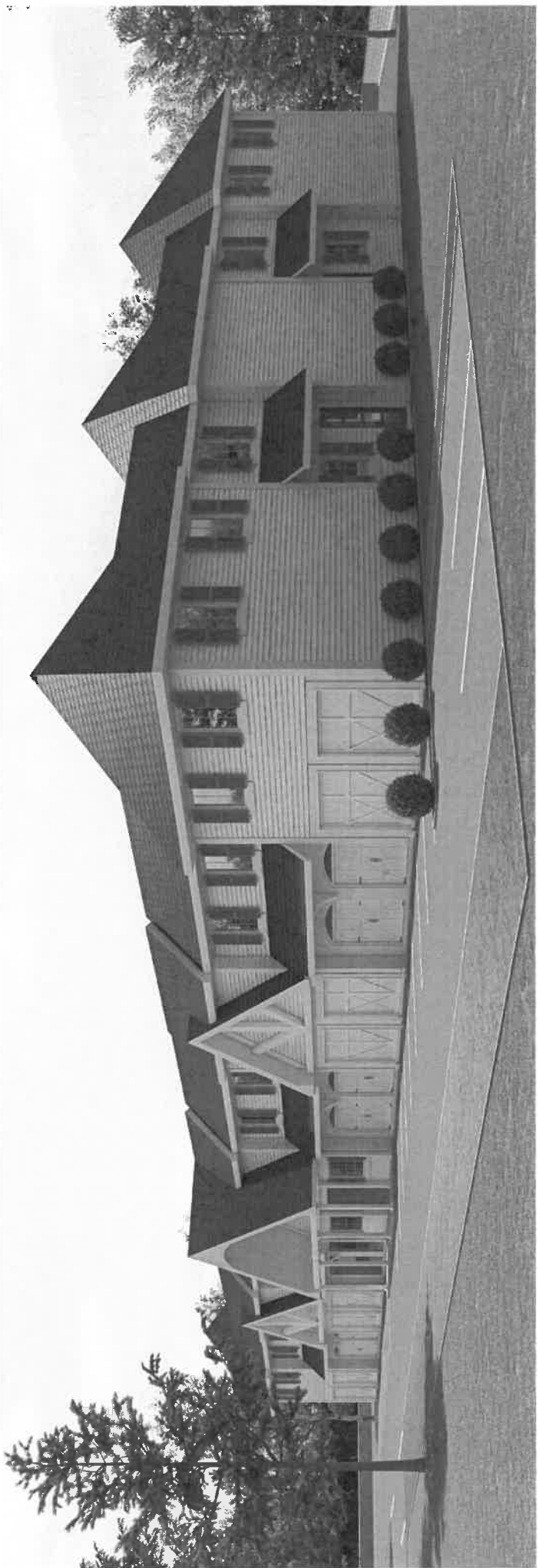


Exhibit D – EAF

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

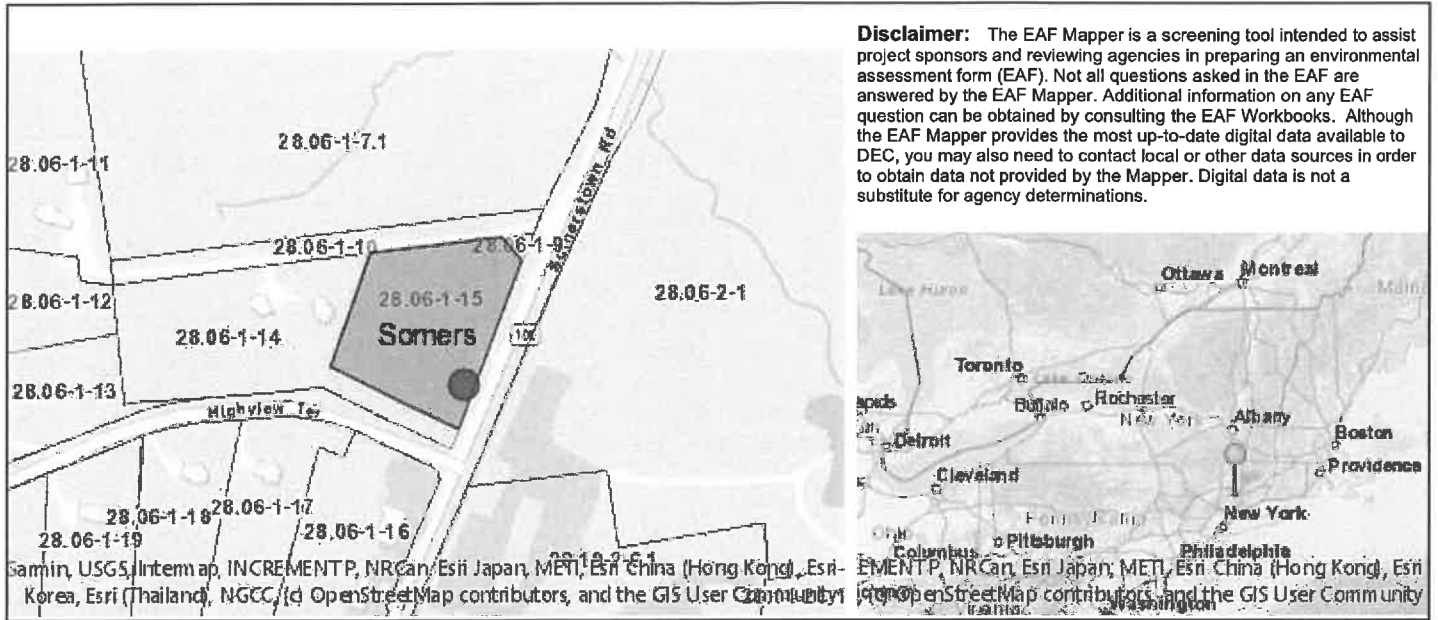
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available.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

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

Part 1 – Project and Sponsor Information			
Name of Action or Project: Route 100 Self-Storage Facility			
Project Location (describe, and attach a location map): 259 Route 100, Somers, NY 10589			
Brief Description of Proposed Action: Zoning amendments and construction of a two-story self-storage facility and associated site improvements.			
Name of Applicant or Sponsor: Gleneida Realty Inc.		Telephone: 914-715-2370 E-Mail: enrico@londonderrygroup.net	
Address: 339 Route 202			
City/PO: Somers		State: NY	Zip Code: 10589
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Somers TB zoning amendments; Somers PB site plan approval and groundwater protection permit; NYCDEP septic, DOH well and septic		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		2.279 acres	
b. Total acreage to be physically disturbed?		2.0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		2.279 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations? (Zoning amendment proposed to create permitted use.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ A subsurface disposal system will be designed and approved by the County Health Department, consisting of a septic tank, pump pit, and septic trenches.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Per EAF Mapper.
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Northern Long-eared Bat	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Stormwater discharges from new impervious area to be directed to proposed stormwater infiltration system consisting of subsurface drywells and stormwater infiltration chambers.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor/name: <u>Gleneida Realty Inc.</u> Date: <u>April 28, 2023</u></p> <p>Signature: <u>Steven Wrabel</u> Title: <u>Attorney</u></p>		



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Sent to: TB, TATC
4/28/23
KD



March 20, 2023

Mr. Robert Scorrano, Town Supervisor
& Members of the Town Board
Town of Somers
335 Route 202
Somers, New York 10589

Dear Mr. Scorrano:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the Town of Somers ("Town").

Prior to the commencement of our audit(s) we may not know if an audit performed in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards ("Uniform Guidance") is required. Consequently, this letter includes the words "if applicable" next to relevant single audit communication requirements.

Audit scope and objectives

We will audit the Town's statements of the governmental activities, each major fund and the aggregate remaining fund information and the disclosures, which collectively comprise the basic financial statements of the Town as of and for the years ended December 31, 2023, 2024, 2025, 2026 and 2027 and issue our report thereon as soon as reasonably possible after completion of our work. We will also audit the financial statements of the Justice Court on the basis prescribed by New York State for the years then ended December 31, 2023, 2024, 2025, 2026 and 2027.

Accounting standards generally accepted in the United States of America ("US GAAS") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with US GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an

PKF O'CONNOR DAVIES, LLP
500 Mamaroneck Avenue, Harrison, NY 10528 | Tel: 914.381.8900 | Fax: 914.381.8910 | www.pkfod.com

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Changes in Total OPEB Liability and Related Ratios
- Schedules of Contributions and Proportionate Share of the Net Pension Liability (Asset)

We have also been engaged to report on supplementary information other than the RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS , and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Combining and Individual Fund Financial Statements and Schedules
- Schedule of Expenditures of Federal Awards (if applicable)

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct the audit in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable), and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an

unavoidable risk that some material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable). In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The objective for our audit also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with GAGAS (if applicable).
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations (if applicable).

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS (if applicable).

Uniform Guidance (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the Town has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance. As required by Uniform Guidance, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also include, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's/Town's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement when required based on our professional judgement.

After our planning is complete, we will communicate to management and those charged with governance, the significant risk(s) of material misstatement identified in our audit planning.

Audit Procedures – Internal Control

We will obtain an understanding of the Town and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements and the supplementary information, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to prevent and detect misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS. An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report.

Reporting

We will issue a written report upon completion of our audit of the Town's financial statements and written reports required with audits performed in accordance with GAGAS (if applicable) and the Uniform Guidance (if applicable). Our reports will be addressed to management and those charged with governance of the Town. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by GAGAS (if applicable).

The reports on internal control and compliance (if applicable) will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over financial reporting and compliance and Uniform Guidance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and, (d) various matters related to the Town's accounting policies and financial statements.

Other Services

We will also prepare the financial statements of the Town in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, including all disclosures, RSI and supplementary information, in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements and supplementary information to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the RSI and supplementary information in accordance with US GAAP; (2) you believe the RSI and supplementary information, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RSI and supplementary information.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee the financial statement preparation or other non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of Uniform Guidance (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards (if applicable), and related notes. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, and for accepting full responsibility for such decisions.

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Town involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud

or suspected fraud affecting the Town received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the Town complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Town is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with US GAAP, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the Town's internal control. You will also be required to acknowledge in the management representation letter, when applicable, our assistance with preparation of the financial statements and related schedules, RSI and the schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, aforementioned schedules and RSI, and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the Town or, any elected official, member of management or employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

The financial statements are the property of the Town and can be reproduced and distributed as management desires. However, you must notify us in advance and obtain our approval if you intend to make reference to our firm in a document that includes our auditors' report on the financial statements. Because our engagement does not contemplate the foregoing, there may be an additional fee in connection with our review of any such documents. In the event our auditor/client relationship has been terminated when the Town seeks such consent, we will be under no obligation to grant such consent or approval.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations or for any additional period requested by the applicable cognizant agency. If we are aware that a federal awarding agency or the Town is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. We do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

Non-reliance on oral advice

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

Electronic and other communication

During the course of the engagement, we may communicate with you or with Town personnel via e-mail or other electronic means. You should be aware that communication in those media may be unsafe to use and contains a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In that regard, you agree that we shall have no liability for any loss or damage to any person or Town resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

Access to working papers

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

- (1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.
- (2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the State Board of Accountancy. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

Fees and billing

The components of our fees for each of the next five years are detailed below:

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Basic fee, including conversion of fund level to government-wide GASB 34, including Town Justice Court	<u>\$ 52,750</u>	<u>\$ 53,750</u>	<u>\$ 54,750</u>	<u>\$ 55,750</u>	<u>\$ 57,000</u>

The Town generally does not spend in excess of \$750,000 in Federal assistance. However, in the event that the Town exceeds the limit, a Single Audit will be required pursuant to Uniform Guidance. We estimate our fees for the compliance audit will be \$3,500 per program.

Should the Town expend in excess of \$750,000 but only because of Federal funds received under the State and Local Fiscal Recovery Funds ("SLFRF") program without which federal expenditures would have otherwise been less than \$750,000, the Town would qualify to have an Alternative Compliance Examination engagement performed rather than a full single audit under the requirements of the Uniform Guidance. We estimate our fees for this type of engagement to be \$3,000 per program.

The fee is based on anticipated cooperation from your personnel, audit condition of the books and records and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our fees for these services are due and payable under the payment schedule which follows. Invoices for additional amounts that may be incurred for these and other services will be rendered as such work progresses and are payable upon presentation.

<u>Payments will be due</u>	<u>Percentage</u>
Upon completion of our audit field work	75%
Upon submission of the final report and management letter	<u>25%</u>
	<u>100%</u>

Our hourly rates for any additional services for the initial year of the engagement are detailed below. This rate will increase by 2% each year in the subsequent years.

Level	2023
Sr. Partner/Partner	\$325-315
Sr. Manager/Manager	\$250-220
Supervisor	\$195
Senior Accountant	\$175
Associate	\$150

Liability

Any and all claims by the Town arising under this engagement must be commenced by the Town within one year following the date on which our firm delivered our report on the financial statements associated with this engagement, or the date the Town is informed of the engagement's termination in the event our report is not delivered, for any reason.

Our firm's maximum liability to the Town for any reason relating to the services under this letter shall be limited to three times the fees paid to the firm for the services or work product giving rise to liability, except to the extent it is finally determined that such liability resulted from the willful or intentional misconduct or fraudulent behavior of the firm. In no event shall the firm be liable to the Town, whether a claim be in tort, contract or otherwise, for any consequential, special, indirect, lost profit or similar damages.

You agree to reimburse our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the Town by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the Town against the firm. This agreement will survive termination of this engagement.

Dispute resolution

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the Town or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided), except any claim by our firm seeking payment of our fees and disbursement, shall first be submitted in good faith for mediation administered by the American Arbitration Association ("AAA") under its Mediation Rules. Each party

shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

If the dispute is not resolved by mediation within 90 days of its submission to the mediator, then, and only then, the parties shall submit the dispute for arbitration administered by the American Arbitration Association under its Professional Accounting and Related Services Dispute Resolution Rules (the "Rules"). The arbitration will be conducted before a single arbitrator selected from the AAA's Panel of Accounting Professionals and Attorneys and shall take place in New York, New York.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award to the prevailing party reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss.

The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in any court having jurisdiction.

Any claim by our firm seeking payment of our fees and disbursements related to this engagement and the services provided hereunder shall be brought in a federal or state court of appropriate jurisdiction sitting without a jury. **YOU AND OUR FIRM IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATED TO NON-PAYMENT OF ANY OF OUR FEES AND DISBURSEMENTS.**

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Hosting services

In order to maintain our independence in accordance with the AICPA's Code of Professional Conduct, we cannot host or maintain any client information. You are expected to retain all financial and non-financial information including anything you upload to a portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

Employment of firm partner or professional employee

The Town acknowledges that hiring current or former PKF O'Connor Davies personnel participating in the engagement may be perceived as compromising our objectivity, and depending on the applicable professional standards, impairing our independence in certain circumstances. Accordingly, prior to entering into any employment discussions, with such known individuals, you agree to discuss the potential employment, including any applicable independence ramifications, with the engagement partner responsible for the services.

In addition, during the term of this Engagement Letter and for a period of one (1) year after the services are completed, we both agree not to solicit, directly or indirectly, or hire the other's personnel participating in the engagement without express written consent. If this provision is violated, the violating party will pay the other party a fee equal to the hired person's annual salary in effect at the time of the violation to reimburse the estimated costs of hiring and training replacement personnel.

Confirmation and other

Jeffrey Shaver is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

GAGAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement for each year ends on delivery of our audit report covering that year. Requests for services other than those included in this engagement letter will be agreed upon separately.

PKF O'Connor Davies LLP ("LLP") and PKF O'Connor Davies Advisory LLC ("Advisory") practice in an alternative practice structure in accordance with applicable law, regulations and professional standards. LLP provides attest services to its clients. Advisory is not a registered CPA firm and does not provide audit or attest services. LLP has a contractual arrangement with Advisory, whereby Advisory provides LLP with professional and support personnel to perform professional services on behalf of LLP. In connection with our services, we may share information that we currently have and/or receive in the future between LLP and Advisory. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent for LLP, Advisory and its employees to share confidential information between LLP and Advisory. LLP and Advisory have policies in place that require their employees to maintain as confidential all client information that is not otherwise publicly available.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,

PKF O'Connor Davies, LLP

PKF O'Connor Davies, LLP

/Enc.

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

TOWN OF SOMERS, NEW YORK

BY: _____

TITLE: _____

DATE: _____

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

* * *



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

June 16, 2020

To the Partners of PKF O'Connor Davies, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, audits of broker-dealers, and examinations of service organizations SOC 1 and SOC 2 engagements.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Davie Kaplan, CPA, P.C.
1000 First Federal Plaza • Rochester, New York 14614
Tel: 585-454-4161 • Fax: 585-454-2573 • www.daviekaplan.com

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. PKF O'Connor Davies, LLP has received a peer review rating of *pass*.

Davie Kaplan, CPA, P.C.

DAVIE KAPLAN, CPA, P.C.

Davie Kaplan, CPA, P.C.
Certified Public Accountants

Sent to:
TB, TA, TC
4/26/23
LD

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: April 27, 2023
To: Town Board
From: Steven Woelfle *SW*
Engineering Department
RE: Professional Services Proposal for
Installation of Route 202 Crosswalk

Please review the attached proposal from Colliers Engineering & Design to provide professional services for a proposed crosswalk at the Heritage Hills Drive/DeCiccos Supermarket intersection and a handicap accessible sidewalk on the northerly side of Route 202 to extend to the Heritage Hills shopping center entrance.

The estimated budget for the scope of services, is \$20,800. The scope of services includes the design, plan preparation and submittal to NYSDOT.

As you may be aware, with the recent installation of the sidewalk from the school, pedestrians (mainly school-aged children) are crossing Route 202 at different locations between the shopping centers. The crosswalk and additional sidewalk will improve safety and encourage pedestrian foot-traffic between the shopping centers.

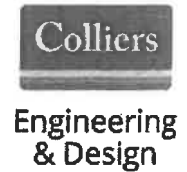
SW/wg

Att.

cc: Town Clerk
Town Attorney
Peter Russillo, P.E., Colliers Engineering & Design

\\SomersNY-P&E - Documents\General files\Crosswalk - Route 202\memo to TB - Installation of Crosswalk
Route 202.doc

400 Columbus Avenue, Suite 180E
Valhalla, New York 10595
Main: 877 627 3772



April 24, 2023

Mr. Steven Woelfle
Town of Somers Engineering Department
355 Route 202
Somers, NY 10589

Proposal for Professional Services
Route 202 Crosswalk Installation
Town of Somers, Westchester County, New York
Colliers Engineering & Design Proposal No.: 23002957P

Dear Mr. Steven Woelfle,

Colliers Engineering & Design (DBA Maser Consulting Engineering & Land Surveying) is pleased to submit this proposal to provide professional services for a proposed crosswalk installation on US Route 202 in the Town of Somers, Westchester County, New York.

This proposal is divided into four sections as follows:

- Section I** – Scope of Services
- Section II** – Business Terms and Conditions
- Section III** – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV** – Client Contract Authorization

The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design to meet project schedules.

4.

Bergmann has joined Colliers Engineering & Design

Accelerating success. _____

Section I – Scope of Services

Based on our conversations and information noted above and recognizing the New York State Department of Transportation (NYSDOT) will likely require an evaluation of the crosswalk needs, we propose to complete the following:

Data Collection

Colliers Engineering & Design will record traffic and pedestrian volumes at the Intersection of Route 202 with Heritage Hill/DeCicco's Access Drives (signalized) to determine current levels of activity during the 12-hour period from 6:30 AM – 6:30 PM. These data will be summarized and presented in tabular form and graphically.

Estimated Budget Fee \$800.00 plus Reimbursables

Preliminary Design Documentation

Colliers Engineering & Design will obtain record plan information from NYSDOT and refer to those plans prepared by Maser Consulting P.C. for the intersection of Route 202 with the Heritage Hills/DeCicco's Access Drives.

Upon receipt of the above referenced information, Colliers Engineering & Design proposes to prepare an initial Crosswalk Layout Plan that will provide information relative to the location of proposed crosswalk, sidewalk, location of proposed sidewalk ramps, and pedestrian poles/indications and pushbuttons for the Heritage Hills/DeCicco's intersection.

Upon completion, the preliminary drawing accompanied by our vehicle/pedestrian count information (table and figures) will be submitted in hard copy and electronic format to the NYSDOT for review and comment prior to proceeding to final plan preparation.

Estimated Budget Fee \$4,200.00 plus Reimbursables

Final Plan Preparation

Upon receipt of comments from the NYSDOT on the Preliminary Plan, Colliers Engineering & Design will proceed to Final Plan preparation. Services under the following tasks includes:

Traffic Signal Modification Plan

- Preparation of a Traffic Signal Modification Plan (using record plan as a base) identifying the proposed pavement markings that will also indicate the color, limits and width of markings to be used, and the type of marking material to be placed. The plan will also depict the location of the pedestrian poles, pushbuttons and indications, pullboxes, conduit, wiring, and any modifications to signal table of operation required by NYSDOT. Should NYSDOT require revisions beyond inclusion of pedestrian actuations, such will be subject of a Client Authorization for additional work.

Estimated Budget Fee \$5,000.00 plus Reimbursables

Sidewalk Plan

- A plan identifying the new sidewalk curbing, sidewalk ramps, and grading will be prepared using the topographic/boundary data. This plan will be completed at a scale of 1" = 20' and will conform to NYSDOT Standard Specifications and Details. The design of a retaining wall, if one is deemed necessary, is not part of this effort. A separate Client Authorization will be prepared if and when the extent of work is determined. However, the above mentioned sidewalk plan will identify the limits of a proposed wall in terms of length and height.
- It should be noted as mentioned above, there is a significant grade change between the pavement elevation and the base of the stone retaining wall on the north side of Route 202 between Heritage Hills access and Heritage Shopping Center. The placement of a sidewalk between these limits may be problematic requiring a modification to the stone wall or introduction of a supplemental wall. Please note, current NYSDOT standards require a 5' separation between the edge of shoulder and a sidewalk where no curb exists. So, installation of curbing would likely be necessary in this instance. Furthermore, there is a telephone manhole location about 85 feet east of Heritage Hills access that may need to be adjusted.
- Details will be incorporated within the final plan set as necessary. Typically, these details would include a curb detail, sidewalk ramp detail(s), curb transition detail, striping detail and any other details identified by the NYSDOT that are necessary to accomplish the work.
- Notes will be provided that will identify the traffic control measures to be employed during construction as well as general notes relative to the contractor's responsibilities during work operations will be included.
- A Maintenance and Protection of Traffic Plan, also known as a Work Zone Traffic Control (WZTC) plan, will be developed that will identify the sequence of construction of the proposed improvements. Included on these drawings will be the placement of temporary traffic control measures such as signing, use of drums, temporary pavement markings, flashing arrow boards, etc. necessary to accomplish the work in a safe and efficient manner.

Note, all work will be designed in accordance with the NYSDOT Standard Specification and Details and therefore, no separate technical specifications will be developed.

Estimated Budget Fee \$8,750 plus Reimbursables

NYSDOT Permit Coordination

This project will require review and approval by the NYSDOT for the proposed modifications. We will investigate whether this work could be completed under, what we understand, is a still open permit issued to DeCicco's or whether a new permit will be necessary. Should a new permit be required, necessary documents required by the Department to initiate the NYSDOT Highway Work Permit review process will be prepared.

Colliers Engineering & Design will assist in preparation of the Highway Work Permit Application documentation and submission coordination. Also included is the review of shop drawings/catalogue cuts for traffic signal equipment only as this is required of the signal designer by

the NYSDOT. Review of non-signal related shop drawings/catalogue cuts are required by the NYSDOT to be reviewed by the designated Consultant Inspector (CI). The CI, who is paid by the permittee, is responsible for the day to day construction inspection and reports to the NYSDOT. As Colliers Engineering & Design provides this service, if you so choose, we will prepare a separate proposal for construction inspection services once the extent of the work is known as determined by the NYSDOT.

Estimated Budget Fee \$1,250.00 plus Reimbursables

Engineer's Estimate

Upon approval of the final plans, Colliers Engineering & Design will prepare an engineer's estimate for your use and for the use by the State to determine the bond amount that may be required. The estimate will be keyed to NYSDOT items with quantities and unit prices given.

Estimated Budget Fee \$800.00 plus Reimbursables

Construction Phase Support

Colliers Engineering & Design will respond to Request for Information (RFI) in a timely manner.

Fee Hourly

Meetings and Follow Up

Attendance at agency and project coordination (including with client and other consultants) meetings or performing follow up tasks will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the meeting is held or follow up conducted. Time spent preparing for meetings and follow up will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the service is completed.

Fee Hourly

Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Task Name	Fee
Data Collection	\$800.00
Preliminary Design Documentation	\$4,200.00
Traffic Signal Modification Plan	\$5,000.00
Sidewalk Plan	\$8,750.00
NYSDOT Permit Coordination	\$1,250.00
Engineer's Estimate	\$800.00
Total Estimated Budget:	\$20,800.00
Construction Phase Support	Hourly
Meetings & Follow Up	Hourly

This Contract and Fee Schedule are based upon the acceptance of Colliers Engineering & Design's Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the fees and will be added to each monthly invoice. **Payment terms are NET30 of receipt of invoice.**

Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined in Section I;
- Field survey and base map preparation beyond the limits indicated;
- RRFB device design for any multiuse path or pedestrian crossings;
- Intersection/roadway lighting analysis and design;
- Design of any roadway improvements beyond the limits described above;
- Retaining wall design;
- Construction inspections;

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.



Engineering
& Design

Section II – Business Terms and Conditions

Colliers Engineering & Design agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Colliers Engineering & Design and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Colliers Engineering & Design will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Colliers Engineering & Design may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Colliers Engineering & Design reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Colliers Engineering & Design bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Colliers Engineering & Design reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Colliers Engineering & Design reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Colliers Engineering & Design are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Colliers Engineering & Design for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Colliers Engineering & Design bills are payable in full UPON RECEIPT and **payment is expected within thirty (30) days**. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Colliers Engineering & Design reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Colliers Engineering & Design. Colliers Engineering & Design will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Colliers Engineering & Design will withdraw all pending applications for the project.

5.0 RETAINER:

Colliers Engineering & Design reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JBSITE:

Client will provide for right of entry for Colliers Engineering & Design personnel and equipment necessary to complete our services. While Colliers Engineering & Design will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Colliers Engineering & Design all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Colliers Engineering & Design for proper performance of its services. Colliers Engineering & Design shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Colliers Engineering & Design assumes no responsibility or liability for their accuracy or completeness.

Colliers Engineering & Design will not direct, supervise, or control the work of Client's contractors or their subcontractors. Colliers Engineering & Design shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Colliers Engineering & Design's services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Colliers Engineering & Design shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Colliers Engineering & Design or its employees or subcontractors on a site shall imply that Colliers Engineering & Design controls the operations of others, nor shall this be construed to be an acceptance by Colliers Engineering & Design of any responsibility for jobsite safety.

7.0 UTILITIES:

In the execution of our services, Colliers Engineering & Design will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Colliers Engineering & Design harmless and defend and indemnify Colliers Engineering & Design for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Colliers Engineering & Design at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Colliers Engineering & Design shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Colliers Engineering & Design harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Colliers Engineering & Design shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Colliers Engineering & Design may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Colliers Engineering & Design in completing such analyses, records and reports.

9.0 SUBCONSULTANTS/SUBCONTRACTORS:

Colliers Engineering & Design prefers that its Clients directly retain others whose services are required in connection with a project (e.g., drillers, analytical laboratories, transporters, other experts, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such subconsultants/subcontractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other subconsultants/subcontractors, or for their failure to perform any work, regardless of whether we hire them directly as subconsultants/subcontractors, or only coordinate and monitor their work. When Colliers Engineering & Design does engage a subconsultant/subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Colliers Engineering & Design its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another subconsultant/subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those subconsultants/subcontractors. In consideration of such indemnity and waiver, Colliers Engineering & Design agrees to assign its rights and/or claims against those subconsultants/subcontractors pursuant to the subconsultants/subcontractors agreements with Colliers Engineering & Design to the Client.

10.0 AGREED REMEDY:

Colliers Engineering & Design shall be liable to the Client only for direct damages to the extent caused by Colliers Engineering & Design's negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL COLLIERS ENGINEERING & DESIGN BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS

OBLIGATIONS. With regard to services involving hazardous substances, Colliers Engineering & Design has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Colliers Engineering & Design and Colliers Engineering & Design's officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Colliers Engineering & Design's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Colliers Engineering & Design under this Agreement, not including reimbursable expenses and any subconsultant/contractor fees rendered on the project.

It is intended by the parties to this Agreement that Colliers Engineering & Design's services in connection with the project shall not subject Colliers Engineering & Design's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Colliers Engineering & Design, a New Jersey corporation, and not against any of Colliers Engineering & Design's employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Colliers Engineering & Design harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Colliers Engineering & Design.

12.0 INDEMNIFICATION:

Colliers Engineering & Design shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Colliers Engineering & Design and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Colliers Engineering & Design) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Colliers Engineering & Design or any claims against Colliers Engineering & Design arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Colliers Engineering & Design is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Colliers Engineering & Design from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Colliers Engineering & Design which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Colliers Engineering & Design. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Colliers Engineering & Design of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Colliers Engineering & Design. Colliers Engineering & Design shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Colliers Engineering & Design, increase Colliers Engineering & Design's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Colliers Engineering & Design, and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Colliers Engineering & Design. Colliers Engineering & Design's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Colliers Engineering & Design because of this Agreement of Colliers Engineering & Design's performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Colliers Engineering & Design are and remain the property of Colliers Engineering & Design as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Colliers Engineering & Design's Documents for marketing purposes, for projects other than the project for which the Documents were prepared by

Colliers Engineering & Design, or for future modifications to this project, without Colliers Engineering & Design's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Colliers Engineering & Design will be at the Client's sole risk and without liability to Colliers Engineering & Design or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Colliers Engineering & Design from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Colliers Engineering & Design shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Colliers Engineering & Design makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Colliers Engineering & Design and Colliers Engineering & Design's consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Colliers Engineering & Design, shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Colliers Engineering & Design shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Colliers Engineering & Design's services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Colliers Engineering & Design, could not have been reasonably foreseen and provided for, such delay will entitle Colliers Engineering & Design to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Colliers Engineering & Design will notify Client of particulars, and Client will pay for such increase. When such delays beyond Colliers Engineering & Design's reasonable control occur, the Client agrees that Colliers Engineering & Design shall not be responsible for damages, nor shall Colliers Engineering & Design be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Colliers Engineering & Design. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Colliers Engineering & Design.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

Section III – Rate Schedule

Technical Staff Rates 2023

Billing Titles	Hourly Rates
Executive Principal	260.00
Senior Principal	250.00
Principal	245.00
Senior Technical Director	225.00
Senior Project Manager	210.00
Technical Director	200.00
Project Manager	195.00
Senior Project Specialist	185.00
Project Specialist	175.00
Technical Professional	155.00
Technical Specialist	135.00
Specialist	130.00
Senior Data Technician	125.00
Senior Technical Assistant	110.00
Technical Assistant	100.00
Field Technician	95.00
Data Technician	90.00
Survey Crew – 1 Person w/Robotic Equipment	195.00
Additional Survey Crew Member	45.00
SUE Crew (designating) – 1 Person	125.00
Additional (designating) Member	50.00
SUE Crew (locating) – 2 Person	185.00
Additional (locating) Member	45.00
Expert Witness	360.00

Reimbursable Expenses

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost + 20%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	3.95 / Each
Computer Mylars / Color Plots	95.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.00 / Each
Document Binding	4.00 / Each
Portable Media	95.00 / Each
Portable Media	25.00 / Additional Each
Exhibit Lamination (24" x 36" or larger)	75.00 / Each
Automatic Traffic Recorders (ATR)	800 / Per Week
Initial Digital Signature	275.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.655 / Per Mile
	Field Vehicle 0.70 / Per Mile

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

Westchester Schedule Municipal

Rates are effective through December 31, 2023



Engineering
& Design

Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. **Payment terms are NET30 of receipt of invoice.** This proposal is valid until June 16, 2023.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design CT, P.C.
(DBA Maser Consulting Engineering & Land Surveying)

A. Peter Russillo, P.E., PTOE
Sr. Project Manager

cc: Leonardo E. Ponzio, PLS, Colliers Engineering & Design (via email)

R:\Projects\2023\23002957P\230424APR_Woelfle Proposal R1.docx

Kim DeLucia

Sent to: TB, TA, TC 5/2/23 KD

From: Stephen Krug
Sent: Wednesday, April 5, 2023 8:56 PM
To: Kim DeLucia
Cc: Robert Scorrano
Subject: RE: Parks and Recreation Board - Expiring Term Letter

Kim & Robert,

Thank you for forwarding this via email, and apologies for not responding sooner.

I would be interested in reappointment for a new Parks & Rec Board term.

Please let me know what, if anything, I need to do in order to make that happen.

Thank you in advance,
-Stephen

From: Kim DeLucia <kdelucia@somersny.com>
Sent: Wednesday, April 05, 2023 12:39 PM
To: Stephen Krug
Cc: Robert Scorrano
Subject: Parks and Recreation Board - Expiring Term Letter

Good afternoon Stephen,

Please see attached letter that was mailed on February 27th.

Let us know if you are still interested in serving on the Parks and Recreation Board.

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

Sent to:
T & T A, T C
cc: Finance
4/26/23
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

RICK MORRISSEY
SUPERVISOR



April 26, 2023

Memo

TO: Town Board

FROM: Kim DeLucia, Executive Assistant to the Supervisor KD

RE: Dan Sheehan

We recently canvassed the eligibility list for a full-time Water and Sewer Maintenance Worker Grade II position and broke the list since there weren't three candidates interested in the position thus making it a non-binding eligible list.

Dan Sheehan, Parks and Recreation Groundskeeper qualifies for the Water and Sewer Maintenance Worker Grade II exam. Water and Sewer Superintendent Frederick McQuillan requested we promote Dan to a provisional Water and Sewer Maintenance Worker Grade II title. I am requesting the Town Board authorize the Supervisor to appoint Dan as provisional Water and Sewer Maintenance Worker Grade II at Grade 4A, Step 4 of CSEA Contract at an annual salary of \$54,427.00 effective April 24, 2023.

Dan will need to take a future dated exam, pass, and be reachable by the Rule of Three to have his status changed from provisional to probationary.

Thank you.

Cc: Frederick McQuillan – Water and Sewer Superintendent
Patty Kalba - Town Clerk
Roland Baroni – Town Attorney
Bob Kehoe – Finance Director

Kim DeLucia

Sent to: TB, JA, TC 4/26/23 KD

From: Alan Tepper
Sent: Sunday, April 23, 2023 5:00 PM
To: Robert Scorrano
Cc: Kim DeLucia; Rich Auerbach; Patricia Kalba; Bobby Brower; Michael Bayliss
Subject: Letter of Resignation From the Somers Affordable Housing Board

Follow Up Flag: Follow up
Flag Status: Flagged

Supervisor Scorrano,

It is with much sadness that I submit this letter of resignation. Although I fully support the mission of the Board and the good work that Chairman Richard Auerbach and Board members Bobby Brower and Michael Bayliss are doing, a recent scheduling change makes it impossible for me to attend meetings, leaving me no choice but to resign.

Please note that this does not represent a diminishment of my interest in serving the Town of Somers, just an unfortunate scheduling conflict. I would certainly be open to serving on another town board, commensurate with my skills and experience, in the future

Keep Safe and Healthy,
Alan Tepper

Sent to:
TB,TA,TC
4/28/23
KD

PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

Date: April 28, 2023

To: Director of Finance T10(910)

From: Steven Woelfle *SW*
Engineering Department

RE: North County Homes
94 Warren Street/Smith Lane
TM: 6.14-1-47
Performance/Maintenance Bond

Attached is a check in the amount of \$1,500.00 posted by North County Homes, Inc., 156 Tomahawk Street, Yorktown Heights, NY 10598 in payment of a Performance/Maintenance Bond for 94 Warren Street/Smith Lane.

Please deposit into a Trust & Agency Account.

Att.

cc: Town Board
Town Clerk