

OFFICE OF THE SUPERVISOR

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

ROBERT SCORRANO
SUPERVISOR



**SOMERS TOWN BOARD
REGULAR MEETING - 7:00pm
THURSDAY, FEBRUARY 8, 2024
www.somersny.com**

6:00pm Executive Session

I. PLEDGE OF ALLEGIANCE:

7:00pm Regular Meeting

II. ROLL CALL:

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

III. APPROVAL OF MINUTES:

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

V. BUSINESS OF THE BOARD:

A. TOWN BOARD:

SOMERS TOWN BOARD
REGULAR MEETING - 7:00pm
THURSDAY, FEBRUARY 8, 2024
www.somersny.com

1. Town of Somers – Update
2. State Budget Update – Assemblyman Matthew Slater – 94th District
3. North Edge Realty
 - a. Declaration of Lead Agency
 - b. Discussion of technical reports to be prepared.
4. Bureau of Fire Prevention – Request for a proposed local law for the naming and numbering of shared driveways – Discussion
5. Town of Somers – Adopt-A-Road Agreement and Signage - Discussion
6. Authorize the Supervisor to execute the Woodard and Curran Professional Engineering Services Proposal for the Ross Drive Tank Interior Recoating project not to exceed \$72,000.00.
7. Authorize the solicitation of Request for Proposals for Lake Shenorock Aeration per memo dated February 1, 2024 from Steve Robbins, P.E., Consulting Town Engineer.

B. PARKS & RECREATION: No additional business.

C. FINANCIAL:

1. Authorize 2023 Budget Transfers and Modifications per memo dated February 2, 2024 from Robert Kehoe, Director of Finance.

D. HIGHWAY: No additional business.

E. PERSONNEL:

1. **Current Vacancies:**
 - a. Affordable Housing Board (1- 2-year term ending 7/11/2024.)
 - b. Affordable Housing Board (1- 2-year term ending 7/11/2025.)
 - c. Architectural Review Board (1- 3-year term ending 3/31/26.)
 - d. Library Board of Trustees (1- 5-year term ending 12/31/28.)
 - e. Partners in Prevention (1- 3-year term ending 12/31/2025.)
 - f. Partners in Prevention (1- 3-year term ending 12/31/2026.)

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2. **Upcoming Vacancies - Terms Expiring in 2024:**

- a. Architectural Review Board (1- 3-year term ending 3/31/24.)
- b. Parks and Recreation Board (3- 3-year terms ending 3/9/2024.)

F. PLANNING & ENGINEERING: No additional business.

G. POLICE: No additional business.

H. CONSENSUS AGENDA:

1. Accept the following Bonds per January 17, 2024 and January 18, 2024 memos from Steven Woelfle, Engineering Department:
 - a. \$1,000.00 Bond for Incomplete Items for the Issuance of a CO,
North County Homes, Inc./Festo Stormwater Management and
Erosion and Sediment Control and Tree Removal Permit,
#SMESCT2020-35, TM: 16.17-2-7
5 Cardinal Way
 - b. \$500.00 Bond for Incomplete Items for the Issuance of a CO,
Boniello Stormwater Management and Erosion and Sediment Control
Permit, #SMESC2023-01, TM: 48.06-1-2.1
48 Wood Street
2. Authorize the following SEQRA/Professional Service Fee refund per January 30, 2024 memo from David B. Smith, Director of Planning:
 - a. \$155.03 3 Narcissus Drive, Lot Line Change, TM: 5.15-1-50,51,64
3. Request for a replacement check in the amount of \$2000.00 be made out to ARSEC Corp. for the refund of the ARGH Corp. – Somers Professional Commons Site Plan Release of Sidewalk Escrow Account due to a company name change per January 30, 2024 memo from Steven Woelfle, Engineering Department.
4. Authorize Supervisor to execute Annual Bonus Based on Attendance for 2023 per memo dated January 5, 2024 from Nicholas DeVito, Superintendent of Highways.

**SOMERS TOWN BOARD
REGULAR MEETING - 7:00pm
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2024 Calendar

February 8, 2024	7:00pm	Town Board Regular Meeting
March 7, 2024	7:00pm	Town Board Work Session
March 14, 2024	7:00pm	Town Board Regular Meeting
April 11, 2024	7:00pm	Town Board Work Session
April 18, 2024	7:00pm	Town Board Regular Meeting

2/6/2024 12:32 PM

SomersNY-Supervisor/Shared Documents/kdelucia/TB Agendas/2024/Feb 08, 2024 Regular Meeting.docx

Sent to:
TB, TA, TC
1/25/24
KD

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

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(914) 277-4093

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

January 24, 2024

To: Hon. Robert Scorrano, Supervisor and
Town Board Members

From: David B. Smith

Re: North Edge Realty Petition Update

Cc: Roland Baroni, Town Attorney
Steve Robbins, Woodard & Curran
Richard L. O'Rourke, on behalf of the Applicant

On December 6, 2023, your Honorable Board did cause to be circulated a Notice of Intent to Act as Lead Agency for the petition to rezone certain parcels of land located north of Route 6 and west of Mahopac Avenue (the "Subject Site") to Multifamily Residence Baldwin Place ("MFR-BP") (the "Proposed Action"). The petition was submitted on behalf of North Edge Realty Corp. (the "Applicant"). The Notice of Intent was circulated to a known list of Interested and Involved Agencies, including the Somers Planning Board and Westchester County. To date the Town has received the following responses, none of which objected to the Town Board assuming Lead Agency status, see attached:

NYS Department of Environmental Protection, 1/22/24
Town of Somers Planning Board, 1/10/24
NYC Department of Environmental Protection (DEP), 1/2/24 revised 1/8/24
NYS Department of Transportation (DOT), 12/20/23
Westchester County Planning Board, 1/8/24

It is noted, so as to clarify the record, that pursuant to §92-6.A.(5) of the Somers Town Code, the Proposed Action is classified as a Type 1 Action under the State Environmental Quality Review Act (SEQRA). Procedurally, this does not change anything the Town has initiated at this point as the Applicant filled out and submitted the Full Environmental

Assessment Form. It is further noted that NYC DEP, in their revised response indicates that, in their opinion, there may be one adverse environmental impact related to a substantial adverse change in existing air quality, ground or surface water quality or quantity associated with the overall amount of land disturbance. At some point after the Town has received additional technical reports, they will be in a position to better evaluate potential impacts and proposed mitigation as part of an environmental determination of significance.

As part of the referral process, each Involved or Interested Agency was provided an opportunity to give input on the Proposed Action and provide preliminary comments. The comments provided will help inform your Board and the public with additional requested information.

The next step in the process is to work with the Applicant on the preparation of supporting information and supporting documentation that will identify specific topic areas for further discussion (e.g., traffic impact study, stormwater plan, socio-economic) that the Board will need to review as part of the hard look required by the environmental review process. The following technical reports/studies are being proposed to have the Applicant address as part of the next formal submission:

- Traffic impact study (scope of work to be coordinated with Hardesty & Hanover, Town of Somers traffic consultant).
- Stormwater management report. DEP has indicated that any soil testing performed for the stormwater pollution protection plan (SWPPP) must be witnessed by DEP. A Town of Somers representative should also be present when this evaluation is being done.
- Wetland boundary survey and evaluation (scope of work to be coordinated with NYC DEP) and mitigation report. As noted in the DEP correspondence the Applicant is encouraged to coordinate a site visit with DEP. The Town of Somers should also be notified when a site visit has been scheduled. The issue of whether there are wetlands on site or not is an important issue for the Applicant to address sooner rather than later as it might affect the density calculations.
- Utilities report including adequacy of capacity in the Peekskill waste water treatment plant.
- Construction management plan.
- Natural resources report (including tree removal)
- Fiscal analysis including potential public school age child generation, real estate tax generation and discretionary spending projections.
- Cultural resource evaluation. This can be conducted on-line with the State Historic Preservation Office using their cultural resources information system.

If there are other topic areas that you would like to have considered as part of the environmental review or have additional questions or comments about the proposed technical reports please do not hesitate to reach out.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 3
21 South Putt Corners Road, New Paltz, NY 12561-1620
P: (845) 256-3054 | F: (845) 255-4659
www.dec.ny.gov

VIA EMAIL

January 22, 2024

David Smith
Somers Town Board
335 Route 202
Somers, New York 10589

**Re: North Edge Realty Residential Development
Lead Agency Circulation Response
Town of Somers, Westchester County
DEC ID: 3-5552-00228/00001**

Dear David Smith,

The New York State Department of Environmental Conservation (DEC or Department) received your SEQR Notice of Intent to Serve as Lead Agency and project materials from the Somers Town Board on December 13, 2023. North Edge Realty Corp. is proposing to build 77 units of multi-family housing on a site located at 45 Route 6, in the Town of Somers, Westchester County.

The DEC has no objection to the Somers Town Board assuming lead agency status for this Unlisted action. Based upon our review of the submitted materials, including the full environmental assessment form prepared by North Edge Realty Corp. (dated November 30, 2023) and site plans titled "NORTH EDGE REALTY CORP." prepared by Bibbo Associates, LLP (Drawing No. LP-1, dated October 3, 2023, last revised November 29, 2023), we offer the following comments:

PROTECTION OF WATERS

There are no waterbodies that appear on our regulatory maps at the location you identified. Therefore, if there is a stream or pond outlet present at the site with year-round flow, it assumes the classification of the watercourse into which it feeds, and a Protection of Waters permit may be required. If there is a stream or pond outlet present at the site that runs intermittently (seasonally), it is not protected, and a Protection of Waters permit is not required.

If a permit is not required, please note, however, you are still responsible for ensuring that work shall not pollute any stream or waterbody. Care shall be taken to stabilize any disturbed areas promptly after construction, and all necessary precautions shall be taken to prevent contamination of the stream or waterbody by silt, sediment, fuels, solvents, lubricants, or any other pollutant associated with the project.



Department of
Environmental
Conservation

FRESHWATER WETLANDS

Your project/site is near or in Freshwater Wetland ML-10, (Class II). Mapped boundaries are approximate and a delineation and validation by DEC staff is required to determine the final boundary. Be aware that a Freshwater Wetlands permit is required for any physical disturbance within these boundaries or within the 100-foot adjacent area. To have the boundary delineated, please submit the attached wetland delineation request form to the NYSDEC Bureau of Ecosystem Health at R3.BEH@dec.ny.gov.

WATER QUALITY CERTIFICATION

If the US Army Corps of Engineers requires a permit pursuant to Section 404 of the Clean Water Act for the discharge to fill in Waters of the U.S., then a Section 401 Water Quality Certification (WQC) will be required. Issuance of these certifications is delegated in New York State to DEC. If the project qualifies for a Nationwide Permit, it may be eligible for coverage under a DEC Blanket WQC. Coverage under a Blanket requires compliance with all conditions for the corresponding Nationwide Permit. For more information and to view the DEC Blanket WQCs, please visit

[https://www.dec.ny.gov/permits/6042.html#Water Quality Certification](https://www.dec.ny.gov/permits/6042.html#Water%20Quality%20Certification). A determination on Corps jurisdiction and Nationwide Permit eligibility is likely necessary for a DEC jurisdictional determination.

STATE-LISTED SPECIES

DEC has reviewed the State's Natural Heritage records. We have determined that there are no state-listed species within or near the project site.

The absence of data does not necessarily mean that rare or other state-listed species, natural communities or other significant habitats do not exist on or adjacent to the proposed site. Rather, our files currently do not contain information which indicates their presence. For most sites, comprehensive field surveys have not been conducted. We cannot provide a definitive statement on the presence or absence of all rare or state-listed species or significant natural communities. Depending on the nature of the project and the conditions at the project site, further information from on-site surveys or other sources may be required to fully assess impacts on biological resources.

SPDES SANITARY PERMIT

The EAF specifies that an expansion of the wastewater treatment district is needed. The extension of wastewater service would not require a modification of the SPDES permit, provided that the current capacity is sufficient to allow for additional effluent. The applicant must demonstrate that sufficient capacity is available. Please contact the Region 3 Division of Water (dow.r3@dec.ny.gov) regarding this process and any approvals that may be required.

SOLID WASTE – C&D HISTORIC FILL

Construction and demolition debris must be disposed of in accordance with 6 NYCRR Part 360, Solid Waste Management Facilities, at a Construction and Demolition Debris Processing Facility or Construction and Demolition Debris Landfill. Information on Construction and Demolition Debris is available on the DEC website at <http://www.dec.ny.gov/chemical/23686.html>.

FEMA FLOODPLAINS/FLOODWAYS

The project site indicated is located within a Federal Emergency Management Agency (FEMA) Floodplain/Floodway. The project sponsor should contact the local municipality to determine if any additional jurisdictions are applicable to the proposal.

CULTURAL RESOURCES

We have reviewed the statewide inventory of archaeological resources maintained by the New York State Museum and the New York State Office of Parks, Recreation, and Historic Preservation. These records indicate that the project is located within an area considered to be sensitive with regard to archaeological resources. The project sponsor should submit project materials to the New York State Historic Preservation Office's online Cultural Resource Information System (CRIS) to initiate the review process. Information on submitting to the system and access to it are available at <https://www.parks.ny.gov/shpo>.

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION (NYCDEP)

The project site is located within the NYCDEP East of Hudson watershed. Please contact NYCDEP directly about any jurisdiction they may have.

SPDES STORMWATER (CONSTRUCTION)

Stormwater discharges require a State Pollutant Discharge Elimination System (SPDES) Stormwater permit from this Department if they either:

- occur at industrial facilities and contain either toxic contaminants or priority pollutants OR
- result from construction projects involving the disturbance of 5000 square feet or more of land within the NYC Department of Environmental Protection East of Hudson Watershed or for proposed disturbance of 1 acre or more of land outside the NYC DEP Watershed

Your project may be covered by one of two Statewide General Permits or may require an individual permit. For information on stormwater and the general permits, see the DEC website at <http://www.dec.ny.gov/chemical/8468.html>.

For construction permits, if this site is within an MS4 area (Municipal Separate Storm Sewer System), the stormwater plan must be reviewed and accepted by the municipality and the MS-4 Acceptance Form must be submitted to the Department. If the site is not within an MS4 area and other DEC permits are required, please contact the regional Division of Environmental Permits.

OTHER

Other permits from this Department or other agencies may be required for projects conducted on this property now or in the future. Also, regulations applicable to the location subject to this determination occasionally are revised and you should, therefore, verify the need for permits if your project is delayed or postponed. This determination regarding the need for permits will remain effective for a maximum of one year unless you are otherwise notified. More information about DEC permits may be found at our website, www.dec.ny.gov, under "Regulatory" then "Permits and Licenses." Application forms may be downloaded at <http://www.dec.ny.gov/permits/6081.html>.

It is possible that the DEC permit requirements may change based upon additional information received or as project modifications occur. Please contact this office if you have questions regarding the above information. Thank you.

Sincerely,

Tiernan Darcy
Division of Environmental Permits
Region 3, Telephone No. (845) 256-3809
Tiernan.Darcy@dec.ny.gov

Enclosure: Wetland Delineation Request Form

Ecc: Gus Boniello, North Edge Realty Corp.



Request for a Wetland Determination or Delineation

To request a wetland delineation or determination on a parcel of property, you must complete this form and submit it with the items listed below to the Region 3 Bureau of Ecosystem Health staff at R3.BEH@dec.ny.gov.

Note: Wetland field work is often limited to when conditions allow (typically May 1 until November 1) because delineation is based on observance of field indicators of plants, soils, and other ground features.

1. Person requesting the service:

Name: _____
Mailing address: _____
City: _____ State: _____ Zip: _____
Daytime phone: _____ Email: _____

2. Landowner (if different):

Name: _____
Mailing address: _____
City: _____ State: _____ Zip: _____
Daytime phone: _____ Email: _____

Note: If the person requesting the delineation or determination is NOT the owner of the parcel of land, you must obtain and attach a letter with the landowner's written permission in order for an agency representative to inspect the property.

3. Reason for requesting a field inspection:

- ☐ Purchasing or selling the property.
☐ Proposing a project to: _____
☐ Other (explain): _____

4. Property location:

Street address of property: _____
County: _____ Town: _____
Wetland Identification Number (e.g., GR-15) if known: _____
Tax map # _____ Tax map # _____

Attach the following maps:

- ☐ A section of either a county road map or a USGS topographic map with the location of the property highlighted.
☐ A tax map, plat, or survey map that shows all of the property boundaries.

I hereby request that a Department representative inspect the property indicated above to determine the presence or boundary of any wetlands. If delineation is performed, I agree to have the boundary surveyed and to send three (3) copies of the survey map to the Department for approval if it is deemed necessary for the purpose of any subsequent permit application.

Signature of Requester/Owner

Date

FOR AGENCY USE ONLY

Inquiry #:	Wetland #:	Wetland Class:	USGS Quad Name:	GIS File:
Forward to:			Date:	

PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

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Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

January 16, 2024, Revised January 17, 2024

To: Hon. Robert Scorrano, Supervisor and
Town Board Members

From: David B. Smith

Re: North Edge Realty Planning Board Referral

Cc: Town of Somers Planning Board
Gerry Reilley
Roland Baroni
Steve Robbins, Woodard & Curran
Richard O'Rourke, on behalf of the Applicant

On December 6, 2023, your Honorable Board did cause to be circulated a Notice of Intent to Act as Lead Agency for the petition to rezone certain parcels of land located north of Route 6 and west of Mahopac Avenue (the "Subject Site") to Multifamily Residence Baldwin Place ("MFR-BP"). The petition was submitted on behalf of North Edge Realty Corp. (the "Applicant"). On January 10, 2024, at a regularly scheduled meeting of the Town of Somers Planning Board (the "Planning Board"), the Planning Board discussed the Town Board's Notice of Intent to Act as Lead Agency and unanimously voted that it had no objection to the Town Board assuming that role under the State Environmental Quality Review Act (SEQRA).

The Planning Board took the opportunity, as it has in the past with other similar rezoning applications, to ask the Applicant questions about the proposed project, with the understanding that they will have additional opportunities for input once a public hearing has been scheduled and subsequently, if the zoning is amended, during the formal subdivision and site plan approval process.

The following comments were raised by the Planning Board and are provided in draft format as the Board may want to further clarify or add to the comments:

- The inclusion of a sidewalk along Route 6 was viewed as beneficial as it provides access to public transportation (Westchester County Bee-Line Bus Route #16) that runs along Route 6.
- What kind of amenities are contemplated for the proposed Activity Building?
- The proposed access out to Mahopac Avenue will be within an easement but built to town standards.
- School bus access was raised.
- The Proposed Project will be similar to Somers Crossing. The potential number of public-school age children to be expected was raised and it was indicated that very few are anticipated.
- The Applicant indicated that the proposed affordable units will be distributed within the development as mid-units
- The Applicant indicated that all of the proposed affordable units would be 2-bedroom units.
- How much visitor parking is being provided and the distribution of the parking will be further evaluated.



January 8, 2024

David B. Smith, Town Planner
Town of Somers Planning Board
335 Route 202
Somers, New York 10589

Rohit T. Aggarwala
Commissioner

Paul V. Rush, P.E.
Deputy Commissioner

465 Columbus Avenue
Valhalla, NY 10595

Tel. (845) 340-7800
Fax (845) 334-7175
prush@dep.nyc.gov

Re: **Notice of Intent to be Lead Agency**
The North Edge at Somers
29, 43 & 45 Route 6 and 5 County Line Road
Town of Somers; Westchester County
Tax Map #: 4.19-2-1, 2, 3 & 4
DEP Log #: 2023-AM-0744-SQ.1

Dear Mr. Smith and Members of the Town Board:

The New York City Department of Environmental Protection (DEP) has reviewed the Town of Somers Town Board's (Board) Notice of Intent to act as Lead Agency and full Environmental Assessment Form (EAF) for the above-referenced project. DEP does not object to the Board acting as Lead Agency for the Coordinated Review of the proposed action pursuant to the New York State Environmental Quality Review Act (SEQRA).

The project site is located in the Amawalk Branch Reservoir drainage basin of New York City's Water Supply. As Amawalk Branch Reservoir is phosphorous restricted, water quality impacts to the receiving reservoirs from pollutant-laden runoff must be avoided or mitigated.

The proposed action involves a petition to rezone approximately 15.62 acres from R-40 and R-80 Residence District to Multifamily Residence Baldwin Place MFR-BP in order to allow for the construction of 77 multifamily units and a recreational building. The project site will include two access points – one from Route 6 and a second through a proposed easement from a private parcel at 253 Mahopac Avenue. The buildings are to be served by existing municipal water, and sewer lines along Route 6 which will discharge to the Peekskill WWTP. Additionally, the project description indicates that "removal of the Angle Fly Condos and restoration of the area" in the Angle Fly Preserve is offered as mitigation.

DEP's status as an involved agency stems from its review and approval authority for a Stormwater Pollution Prevention Plan (SWPPP) pursuant to Section 18-39(b)(4)(i),(iii) &(iv) of the *Rules and Regulations for the Protection from Contamination, Degradation, and Pollution of the New York City Water Supply and Its Sources* (Watershed Regulations). DEP also maintains review and approval authority for the sewer extension pursuant to Section 18-37 of the Watershed Regulations.

Based upon review of the circulated documents, DEP respectfully submits the following comments for the Board's consideration:

1. The boundary of the NYSDEC wetland shown on the "Site Plan" differs from what is shown on DEP's internal GIS mapping system which indicates that

NYS-regulated freshwater Wetland M-10 is located on the North Edge property. The plans suggest that Wetland M-10 is completely offsite, with only the buffer situated onsite. A valid NYSDEC wetlands certification block shall be provided for all NYS-wetlands on site and on adjoining properties that may impact the layout and footprint of the project.

2. For the proposed sewer connection, provide confirmation from the applicable sewer district that adequate capacity is available to serve the proposed project.
3. The project sponsor is encouraged to contact DEP for the purpose of a site visit so that DEP may evaluate and flag potential watercourses. The applicant's representative may contact Melissa Ng at MNg@dep.nyc.gov or 914-749-5441 to make arrangements.
4. The predominant NRCS soil type on the parcel (98%) is identified as Paxton. Paxton soils typically exhibit high seasonal groundwater and erosive conditions that increase with steepness. It is unclear from the site plan, as topographic contours are not shown, how much soil disturbance is proposed on slopes in excess of 10%. Cutting and regrading of Paxton soils typically results in significant adverse impacts to land and water due to rilling, excess surface water flow, erosion, and downstream sedimentation during construction. "Daylighting" of groundwater in the post-construction condition is not uncommon and can impact permanent stormwater practices. Ultimately, given the nature of the soils and the proposed 12.5 acres of soil disturbance, insufficient detail has been provided to demonstrate that the adverse impacts associated with construction activity on this parcel have been fully identified and either avoided or adequately mitigated. NYCDEP requests that the Board have the project sponsor address this issue.
5. The project sponsor should minimize impacts to steep slopes and strongly consider green alternatives to reduce the proposed five acres of new impervious surfaces.
6. Soil testing performed for the SWPPP must be witnessed by DEP. The applicant's representative may contact Melissa Ng at MNg@dep.nyc.gov to make arrangements. It is highly recommended that this testing be completed prior to the completion of the SEQRA process to demonstrate that the selected practices and their locations are viable.
7. According to the EAF, the project will be constructed over two years. As there are multiple phases and freeze thaw cycles, methods to avoid potential sedimentation impacts should be demonstrated.

Based on the significant amount of land disturbance (over 12 acres), over 5 acres of anticipated impervious surfaces, the presence of steep slopes, predominantly NRCS soil Type C and D soils (Paxton, Ridgebury), and the proximity of improvements to a New York State regulated wetland and the Muscote River, DEP strongly encourages the Board to circulate a draft scoping document and ultimately issue a Positive Declaration so that all potential adverse water quality impacts may be properly addressed via the DEIS. Of note, the proposed Type I action has the potential to result

in at least one significant adverse environmental impact - specifically, the project may result in a substantial adverse change in existing groundwater or surface water quality or quantity; as defined by 6 NYCRR 617.7(c)(1)(i) and the removal or destruction of large quantities of over 10 acres of forest vegetation (6 NYCRR 617.7(c)(1)(ii)).

Thank you for the opportunity to provide comments. You may reach the undersigned at cgarcia@dep.nyc.gov or (914) 749-5302 with any questions or if you care to discuss the matter further.

Sincerely,

Cynthia Garcia

Cynthia Garcia, Supervisor
SEQRA Coordination Section

X: J. Petronella, NYSDEC Region 3
NYS DOT
H. McVeigh, P.E., WCHD
B. Lopez, WCPD



Westchester County Planning Board Referral Review
Pursuant to Section 239 L, M and N of the General Municipal Law and
Section 277.61 of the County Administrative Code

George Latimer
County Executive

January 8, 2024

David Smith, Director of Planning
Town of Somers
335 Route 202
Somers, NY 10589

**County Planning Board Referral File SOM 23-007 – North Edge
Zoning Map Amendment**

Dear Mr. Smith:

The Westchester County Planning Board has received a proposed local law to amend the Town of Somers Zoning Map to transfer a 15.62-acre site located near the intersection of US Route 6 and Mahopac Avenue from the R-40 and R-80 Residential districts to the MFR-BP – Multifamily Residence–Baldwin Place district. The site consists of three properties (SBLs 4.19-2-2, 3, & 4) and the rear portion of 5 County Line Drive (SBL 4.19-2-1). The majority of the site is wooded, with one single-family residence located at 43 Route 6, and lies a half-mile from the Baldwin Place hamlet center.

Should the zoning amendment be approved, the applicant proposes to combine the properties and construct a clustered townhouse development consisting of 77 units within 21 buildings. 15% of the units would be set as affordable housing. A recreation building, stormwater treatment areas, parking areas, and connecting streets would facilitate the development.

We have reviewed this matter under the provisions of Section 239 L, M and N of the General Municipal Law and Section 277.61 of the County Administrative Code. The concept of redeveloping this site with new multifamily housing is generally consistent with the County Planning Board's long-range planning policies set forth in *Westchester 2025—Context for County and Municipal Planning and Policies to Guide County Planning*, adopted by the Board on May 6, 2008, amended January 5, 2010, and its recommended strategies set forth in *Patterns for Westchester: The Land and the People*, adopted December 5, 1995. We appreciate the development of multifamily housing within walking distance to Baldwin Place and a Bee Line bus stop, and commend the inclusion of affordable housing.

Please inform us of the Town's decision so that we can make it a part of the record. Should the zoning amendment be approved, we look forward to providing comments on the site plan application.

Thank you for calling this matter to our attention.

Respectfully,
WESTCHESTER COUNTY PLANNING BOARD

By:

Blanca P. Lopez
Commissioner

BPL/MV

432 Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Telephone: (914) 995-4400

Website: westchestergov.com



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MacMILLAN, P.E.
Regional Director

December 20, 2023

David B. Smith,
Town Planner
335 Route 202
Somers, New York 10589

Re: SEQR # 23-294
North Edge Realty Residential Development
29,43 and 45 NYS Route 6 and 5
County Line Road
Town of Somers
Westchester County, NY

Mr. David B. Smith,

The New York State Department of Transportation (NYSDOT) is in receipt of the Full Environmental Assessment Form (EAF)-Part 1, along with Notice of Intent to serve as Lead Agency from the Town Board of the Town of Somers dated 12 Dec 2023. The NYSDOT consents to the Town Board of the Town of Somers assuming the role of Lead Agency for review of the referenced proposal.

The NYSDOT requires that the Applicant provides a TIS for our review.

Provide a sight distance matrix including design speed, posted speed, each type of turning movement, required sight distance for each type of turning movement, available sight distance, variance (if any), support for variance. Labeled and dimensioned sight distance triangles need to be shown on plans. Also provide anticipated trip generation.

The Site Plan supporting this proposal shall include GPS coordinates for the driveway centerlines at its junction with the State Highway. Lead Agency approval under SEQR is required in advance of permitting.

Please submit subsequent plans and documents for this project as well as those for any future development proposals in DIGITAL (.pdf) FORMAT –CD, DVD or Thumb drive. Documents can also be sent by email to Anne Darelius, Anne.Darelius@dot.ny.gov

Very Truly Yours,

A handwritten signature in black ink, appearing to read "David B. Smith", written over a horizontal line.

David A. Groucher
Construction Specialist 1

New York State Department of Transportation, Hudson Valley
Traffic & Safety Group, R8
4 Burnett Blvd, Poughkeepsie NY 12603
(845) 431-5897 | david.groucher@dot.ny.gov | www.dot.ny.gov



**Department of
Transportation**

NOTICE OF SEQRA ACTIONS FOR NORTH EDGE REALTY RESIDENTIAL DEVELOPMENT

Application and Petition for proposed zoning map amendment to allow for the construction of 77 multifamily housing units inclusive of 15 percent affordable units along with recreation amenities located at 29, 43 and 45 NYS Route 6 and 5 County Line Road to rezone from an Existing R-40 and R-80 Residence Districts to Multifamily Residence Baldwin Place MFR-BP District.

Notice of Intent to Act as Lead Agency

Issued by Town of Somers Town Board
Westchester County, New York
TM: 4.19 -2 -2/3/4 and 4.19-2-1

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act (SEQRA) of the New York State *Environmental Conservation Law* and Chapter 92 (Environmental Quality Review) of the *Code of the Town of Somers, New York*.

The Town Board of the Town of Somers, Westchester County, declares its intent to act as lead agency as part of a coordinated review for Application and Petition for the rezoning of approximately 15.62 acres of real property with an address of 29, 43 and 45 NYS Route 6 and 5 County Line Road from R-40 and R-80 Residence District to Multifamily Residence Baldwin Place(MFR-BP) District for the construction of 77 multifamily units including 15 percent affordable units and recreation amenities (the "Proposed Action").

The Somers Town Board at its meeting of December 6, 2023 declared its intention to act as Lead Agency with regard to this Proposed Action under the procedures and requirements of SEQRA and Chapter 92 of the Somers Town Code as part of a coordinated review.

The Proposed Action is an Unlisted Action under SEQRA as per Chapter 92 of the *Code of the Town of Somers* in conjunction with Article 24 of the *NYS Environmental Conservation Law*.

PROPOSED LEAD AGENCY: Somers Town Board
335 Route 202
Somers, New York 10589

TITLE OF ACTION: *North Edge Realty Residential Development*

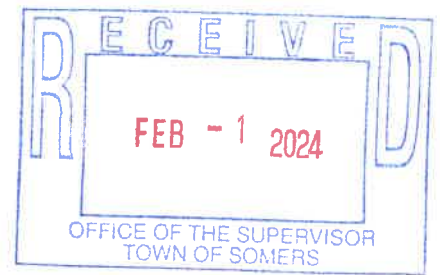
DESCRIPTION OF ACTION: The Proposed Action involves a zoning map amendment from R-40 and R-80 Residence District to Multifamily Residence Baldwin Place (MFR-BP) District

LOCATION: 29, 43 and 45 NYS Route 6 and 5 County Line Road, Town of Somers, Westchester County, New York

RF Sent to:
TB, TA, TC
2/5/24
KD



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL



LETITIA JAMES
ATTORNEY GENERAL

DIVISION OF SOCIAL JUSTICE
ENVIRONMENTAL PROTECTION BUREAU

January 30, 2024

By Mail and Email

Town of Somers Board
335 Route 202
Somers, New York 10589

Re: The North Edge at Somers

Dear Members of the Somers Town Board:

The Office of New York City Watershed Inspector General (WIG Office) understands that the Somers Town Board intends to act as SEQRA Lead Agency for the proposed North Edge at Somers project that would rezone over 15 acres of land within the Town to enable construction of 77 multifamily units at 29, 43 and 45 NYS Route 6 and 5 County Line Road. We recommend that the Town issue a positive declaration under SEQRA and require preparation of an environmental impact statement for the North Edge project.

The WIG Office's "powers, duties, and responsibilities" include recommending legislative, regulatory and management practice changes in the New York City Watershed. 9 NYCRR § 5.86. Under that authority, the WIG Office reviews proposed development projects in the Watershed and makes recommendations to ensure that they do not impair water quality.

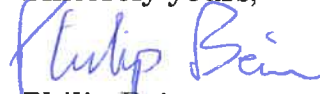
The North Edge project is located within the drainage basin of the Amawalk Reservoir, a part of the Croton System that can supply between ten and thirty percent of the water consumed by 9 million residents of New York City and other communities each day. The Amawalk Reservoir is eutrophic because it contains an overabundance of phosphorus, which stimulates algae growth and the formation of algae blooms during the warm, growing seasons. Stormwater pollution from construction and development projects is a major source of phosphorous discharges into the Amawalk Reservoir.

The Environmental Assessment Form for the North Edge project demonstrates a potential for significant adverse environmental impacts that

could potentially contribute to water quality problems in the Amawalk Reservoir. In the North Edge project, over 10 acres of forests would be destroyed, 12 acres of land would be disturbed, and five acres of impervious surfaces would be created. *See* 6 NYCRR § 617.7(c)(1)(ii) (environmental impact statement required where action results in removal or destruction of large quantities of vegetation). Nearly a quarter of the site is characterized as having slopes greater than 15 percent, and the soils at the site are not well drained, potentially leading to erosion and discharges of polluted runoff that will affect adjacent properties and nearby waterways. In sum, the project may result in a substantial adverse change in existing water quality or quantity, potentially impacting on-site mapped New York State wetlands, a Critical Environmental Area, and the nearby Muscoot River. *See* 6 NYCRR § 617.7(c)(1)(i) (environmental impact statement required where action results in substantial adverse change in existing surface water quality or quantity; substantial increase in potential for erosion, flooding, or drainage problems). Therefore, an environmental impact statement is necessary to analyze potential significant adverse environmental impacts and evaluate reasonable alternatives and mitigation measures. *See* 6 NYCRR § 617.9(b).

We look forward to working with the Town and involved agencies as environmental review for the project proceeds to ensure that any potential significant adverse environmental impacts are avoided or mitigated.

Sincerely yours,



Philip Bein,
Watershed Inspector General
Claiborne Walthall
Assistant Attorney General
Charles Silver, Ph.D.
Chief Scientist

Cc: (by email)

Matthew Giannetta
Cynthia Garcia
Tom Snow

Sent to:
TB, TA, TC
2/5/24
KD

BIBBO ASSOCIATES, L.L.P.

Consulting Engineers

Timothy S. Allen, P.E.
Nicholas Gaboury, P.E.
Matthew J. Gironda, P.E.

February 5, 2024

Mr. David Smith AICP
Somers Planning & Engineering Dept.
335 Route 202
Somers, NY 10589-3226

Re: Intent To Be Lead Agency
North Edge Realty Corp.
Route 6
Somers (T)

Dear Mr. Smith:

Per our virtual meeting on January 31, 2024, we are writing in response to letters received by the Town Board from the New York City Department of Environmental Protection (NYCDEP) dated January 8, 2024 and the Watershed Inspector General dated January 30, 2024.

Since the potential environmental impacts brought forth are generally common to both letters, we have listed and discussed as follows:

Potential Wetland Impacts

We agree that several sources of GIS wetland mappings indicate New York State Department of Environmental Conservation (NYSDEC) Wetland ML-10 is on the subject property. As is the case with projects of this scope a field delineation was made by a Professional Wetland Scientist. For this project wetlands were delineated by Ms. Beth Evans, PWS accompanied by Ms. Sarah Pawliczak, Biologist at the New York State Department of Conservation. Upon completion of the delineation the wetland boundary was survey located and provided on a certified survey map. We are currently in the process of map validation with the NYSDEC. While we are confident there are no watercourses on the property, we will contact the NYCDEP for a field determination.

Based on the validated wetland boundary, there will be no wetland disturbance for this project nor is any 100-foot buffer disturbance contemplated.

NRCS Soil Type C & D (Paxton, Ridgebury)

The published soil maps indicate C & D soils throughout the site. A Type D soil is generally considered a wetland soil and per the wetland delineation discussed above soil type D probably does not occur on site except for the small portion that is indicated as wetland. A Paxton C soil can exhibit higher groundwater and erosive characteristics, but not to a point impeding development. Paxton soils are predominate throughout this area with successful development surrounding this project.

Site Design • Environmental

Mill Pond Offices • 293 Route 100 • Suite 203 • Somers, New York 10589
Phone: 914.277.5805 • Fax: 914.277.8210
Website: www.bibboassociates.com • E-mail: bibbo@bibboassociates.com

Potential Steep Slopes Impacts

Steep slopes occur on the site in Town categories 15-25%, moderately steep slope and 25-35%, very steep slope. The project as proposed avoids all steep slopes to the greatest extent practicable. Throughout the project minimum steep slopes disturbance will occur predominantly in the 15-25% category. The extremely minor disturbance of slopes 25-35% will occur across the depth of the residential units. These units will be built with walkout basements minimizing grading.

Overall Land Disturbance and Impervious Surface

Historically, this property was farmland and is now second growth forest and contains an existing residence. Disturbance limits proposed for the project will be kept to the minimum practicable. The project will adhere to 5-acre minimum disturbance at any given time as set forth by the NYSDEC. This will be accomplished through a comprehensive phasing plan.

Approximately 5 acres of impervious surfaces are proposed for this project. The amount of impervious surface is necessitated by the overall development and required access to the residential units. Green practices will be considered where feasible as part of a comprehensive Stormwater Management Plan.

It is important to note that approximately 10% of the overall disturbance will be the stormwater mitigation practices.

The Town Comprehensive Master Plan, 1994 considered the environmental constraints of this property and others in creating the Multi-Family Residence Overlay. The adopted zoning requires projects to deduct wetlands, wetland buffers and steep slopes in its density calculations. Overall, a minimum of such deductions were necessary for this project (only the minimal presence of steep slopes, wetland and wetland buffer).

Just because a proposed action is classified as a Type I action does not mean a Lead Agency MUST make a positive Declaration to require a DEIS. To the Contrary, The SEQRA Handbook (Fourth Edition, 2020) states:

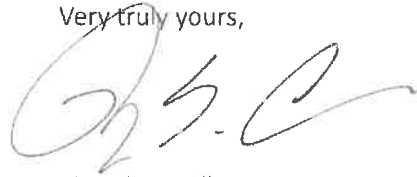
“Is an EIS always required for Type I actions?”

No. A Type I action carries with it a presumption that it is more likely than an Unlisted action to have a significant adverse impact on the environment and may require an EIS. However, the lead agency must still make an individual determination and evaluate information contained in the EAF and additional applications, filings, or materials, against the criteria in 617.7 to make a determination of significance for each Type I action. SEQR responsibilities for Type I actions may be met by a well-documented, well-reasoned negative declaration.”

Evaluating the information in the EAF, and additional reports to be submitted, are the materials to be considered, most importantly, the mitigation measures proposed. Only after such thorough review can a reasoned determination be made. That is the foundation of a proper Determination.

In summary, we believe this project can proceed with the full environmental stewardship required by SEQRA as outlined in your memorandum to the Town Board dated January 24, 2024. The Applicant will prepare the reports as requested in your memorandum with the ultimate goal, after thorough review, a Negative Declaration granted for this project.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'T.S. Allen', with a stylized flourish at the end.

Timothy S. Allen, P.E.
Senior Partner

TSA/mme
Enclosures

cc: Somers Town Board
Somers Planning Board
R. Baroni, Esq.
R. O'Rourke, Esq.
G. Boniello
File

Sent to:
TB, TA, TC
1/23/24
KD

Telephone
(914) 277-5582
Fax
(914) 277-3790

BUREAU OF FIRE PREVENTION

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
ANNEX
337 ROUTE 202
SOMERS, NY 10589

THOMAS J. TOOMA, JR.
CHIEF



MEMO TO: Town Board

FROM: Bureau of Fire Prevention

RE: Shared Driveways

DATE: January 17, 2024

On April 7, 2016, at the request of the Bureau of Fire Prevention, a discussion took place with the Town Board regarding assigning road names for shared driveways and the concern for emergency response.

A Resolution was adopted by the Town Board on March 9, 2017 indicating that any road servicing three or more houses be assigned a road name by the Town for easily identifiable vehicle access. In addition, in the event that more than one house has access from a single driveway, the number of the house must be displayed at each location at which the driveway diverges, and on the house.

At this time, the Bureau of Fire Prevention formally requests that this Resolution become a local law in an effort to ensure enforcement.

cc: Planning Board

attachment

TEL: 914-277-3923
FAX: 914-277-3960

TOWN CLERK'S OFFICE

Town of Somers

WESTCHESTER COUNTY, N.Y.

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

PATRICIA KALBA
TOWN CLERK



RESOLUTION

RESOLVED, that the Town Board does hereby authorize an amendment to the May 12, 2016 Resolution of Support sent to the Planning Board with regard to the Bureau of Fire Prevention's suggestion that any road servicing three or more houses be assigned a road name by the Town for easily identifiable vehicle access to include the following language:

"In the event that more than one house has access from a single driveway, the number of the house must be displayed at each location at which the driveway diverges, in addition to being displayed on the house."

I hereby certify that the foregoing copy of resolution was unanimously adopted by the Town Board of the Town of Somers at a Regular Meeting held on March 9, 2017

Dated: March 13, 2017


Town Clerk

Ec: Supervisor
Director of Finance
Town Attorney
Cc: Planning Board
Bureau of Fire Prevention

Sent to:
TB, TA, TC
2/2/24
KD

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

T 800.426.4262
T 914.448.2266
F 914.448.0147

Via Electronic Mail

February 1, 2024



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

Re: Ross Drive Tank Interior Recoating

Dear Supervisor Scorrano:

Woodard & Curran (W&C) is pleased to present the following proposal to provide engineering services related to the development of technical specifications, review of contractor submittals and engineering inspections for the Ross Drive Tank Interior Recoating project.

The Ross Drive water tank is a 1.45-million-gallon welded steel storage tank for potable water in the Amawalk-Shenorock Water District of Somers, NY. The tank exterior and interior were inspected in June 2022 by Underwater Solutions, Inc, for overall condition and integrity of the structure. While the overall tank was found to be in good condition, isolated areas of concern were identified. Items of concern identified during the interior inspection included:

- Interior tank, manways, piping and overflow coating thickness has declined;
- Mild biofilm/staining was present in multiple sections of the tank wall;
- Exposed steel, corrosion and pitting was found on the middle section of the South Wall. Exposed steel and corrosion was found on the upper section of the West wall and South overhead quadrant;
- Corroded welds in the upper and middle sections of the North wall and upper section of the West wall;
- Moderate biofilm/staining was present in multiple sections of the tank floor;
- 1-1.5" of dense brown sediment accumulation on the tank floor, some of which was removed;
- Overhead soiling and thinning of protective coating;
- Poor aesthetic water quality, due to increased suspended particulate and/or color throughout the water column.

To remedy these items of concern, the Town of Somers would like to solicit bids to recoat the interior of the Ross Drive tank and perform steel repairs throughout the tank. Woodard & Curran will assist the Town and its Water Department in preparing the technical specifications for the bid package and provide field inspections to allow the Town to obtain an optimal service life for new coating.



This Engineering Services Agreement between Woodard & Curran Engineering & Geological Services P.A.P.C (W&C / Engineer) and the Town of Somers, NY (Town / Client) shall be completed in accordance with the Scope of Services, Compensation, Schedule, and Terms and Conditions as defined herein.

SCOPE OF SERVICES

Woodard & Curran will provide the following scope of services for the tank recoating project:

1. Preparation of technical specifications for the tank recoating project, to include coatings selection, required surface preparation methods, and site conditions unique to the Ross Drive tank that the recoating contractor will need to consider in its bid. These specifications will be developed in consultation with the Town and its Water Department.
2. Preparation of drawings for the tank recoating project.
3. Preparation of an Engineer's Report for the tank recoating project.
4. Preparation and submission of a DOH-348 form to obtain permits from WCDOH, including required fee.
5. Preparation of responses to WCDOH review comments.
6. Package technical specifications with the Town's front end bid documents for review by Town officials.
7. Review of contractor submittals and requests for information, as needed.
8. Visually inspect the re-coating work two times per week during the construction phase of the project for conformance with the technical specifications and prepare site visit summaries to the Town following each visit. Woodard & Curran will not conduct any performance testing but will supervise such testing as part of a site visit if the contract documents require confirmatory testing by the contractor.

COMPENSATION

Woodard & Curran will provide the work presented above, as outlined in the table below.

Description of Work	Budget
Design Phase (Lump Sum)	\$15,000
Permitting Phase (Time and Materials)	\$3,500
Bidding Phase (Time and Materials)	\$3,500
Construction Administration (Time and Materials)	\$50,000
Total Fee	\$72,000

SCHEDULE

The preparation of technical specifications and the Town's bid package is anticipated to take approximately six to eight weeks from the date of authorization of this work. Review of Contractor submittals and field inspections will occur during the contractor's mobilization and active work periods, anticipated to be the fall of 2024.



ASSUMPTIONS AND UNDERSTANDINGS

The following assumptions and understandings apply to the scope of work, schedule, and budget described herein.

1. The extent of tank rehabilitation is limited to the work defined in June 2022 inspection report. Any new issues identified/encountered during the construction phase will not be included in this scope of services.
2. Design, permitting, and bidding will proceed concurrent with Woodard & Curran's similar tank rehabilitation projects for Yorktown and Northern Westchester Joint Water Works.

TERMS AND CONDITIONS

Terms and Conditions of this work shall be conducted as part of our January 5, 2023 Non-Escrow Based Town Engineering Support agreement and March 11, 2009 Master Services Agreement with the Town.

CLOSING

We greatly appreciate this opportunity to offer our engineering services. If you accept this proposal and wish to proceed with the Scope of Services, please sign in the space indicated below and return a copy for our files. Please feel free to call me at 914-380-3011 if you have any questions regarding this proposal or require any further information.

Sincerely,

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

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

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

A handwritten signature in black ink, appearing to read "Anthony C. Catalano".

Anthony C. Catalano, P.E., BCEE
Vice President

cc: Fred McQuillan

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.

AUTHORIZATION BY:

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

TOWN OF SOMERS

Signature

Date

Signature

Date

Name (printed)

Name (printed)

Title

Title



MASTER PROFESSIONAL SERVICES AGREEMENT STANDARD TERMS & CONDITIONS

The following Standard Terms and Conditions, together with the attached scope of services dated February 1, 2024 (the "Services"), constitute the terms of this agreement for professional and/or engineering services ("Agreement") between **Woodard & Curran Engineering and Geological Services, P.A. P.C.** (referred to herein as "Consultant"), with an address of 800 Westchester Avenue Suite N507, Rye Brook, New York 10573, and **Town of Somers** ("Client"), with an address of 335 Route 202, Somers, NY 10589, with respect to the performance of the Services and with respect to any additional or future agreed upon scopes of services that reference and incorporate this Agreement. The parties shall be individually and collectively referred to herein respectively as a "Party" or the "Parties".

WHEREAS, it is the desire of the Client to contract with the Consultant for the Services; and Consultant desires to perform the Services.

NOW THEREFORE, the parties hereto agree as follows:

1. The Services. Consultant shall perform the Services described in the attached proposal.

- 1.1 Assumptions. The Consultant's Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the attached proposal.
- 1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the scope of Services or work to be performed. If the scope of Services is changed in a manner that will increase or decrease Consultant's costs or the time required to perform the Services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

2. Consultant's Responsibilities

- 2.1 Consultant shall be responsible for the following:
 - 2.1.1 Consultant will perform all work in accordance with the scope of Services set forth in the attached proposal.
 - 2.1.2 Consultant will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of services, and it is agreed that Consultant is not a fiduciary or municipal advisor to the Client.
 - 2.1.3 Consultant shall make reasonable professional efforts to comply with all applicable laws and regulations applicable to Consultant's performance of the Services.
 - 2.1.4 Consultant shall assign a project manager to act as Consultant's representative with respect to the Services to be rendered under this Agreement.
 - 2.1.5 Consultant shall have and maintain all applicable professional licenses and permits required to perform the Services.
 - 2.1.6 When providing technology-based services, Consultant shall maintain a data-security program that is consistent with industry standards, and will use processes and tools readily available in the marketplace. The parties recognize that due to constant advancements and rapidly changing risks inherent in the field of data technology, which are beyond the control of Consultant and Client, as long as Consultant observes the standard of care, Consultant is not responsible for any damages, claims, incidents pertaining to said data-security program.

3. Client's Responsibilities

- 3.1 Client shall do the following in a timely manner so as not to delay the services of Consultant:
 - 3.1.1 Designate in writing a person to act as Client's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and

define Client's policies and decisions with respect to Consultant's Services. Such person shall have complete authority to bind Client financially with respect to the payment of the Services to be rendered under this Agreement.

3.1.2 Provide all criteria and full information as to Client's requirements for the project relative to the scope of Services (the "Project"), including design objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in any drawings and specifications.

3.1.3 Provide Consultant with all available information pertinent to the Project including previous reports and any other documents and data relative to design or construction of the Project, all of which Consultant shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the Services under this Agreement.

3.1.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant; and provide written comments within a reasonable time so as not to delay the Services of Consultant.

3.1.5 Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that may affect the Services or timing of the Services.

3.1.6 Ensure Consultant, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Services.

3.1.7 If applicable, retain its own Independent Registered Municipal Advisor ("IRMA") pursuant to the Municipal Advisor Rule of the Securities and Exchange Commission, and rely upon such advisor, it being the understanding that Consultant is not providing the services of an IRMA.

4. Subcontracts

- 4.1 If requested by Client, the Consultant will recommend that the Client engage the services of laboratories, testing services, specialized equipment providers, subconsultants, or other such third parties in connection with the Project. Payment to these third parties will be made directly by the Client and the Consultant is not responsible for the Client's use of such third parties or for such third parties' means and methods and will not be liable for their errors or omissions.
- 4.2 In the alternative, Consultant may subcontract any portion of the Services to a subcontractor, and the Consultant will add a 10% surcharge on invoices paid directly by the Consultant for laboratories, testing services, specialized equipment providers, subconsultants, or other such other third-parties, and that surcharge will be reflected on Consultant's monthly invoices submitted to Client.

5. Billing and Payment

- 5.1 Client shall pay Consultant in accordance with the payment methods, rates, and charges set forth in the scope of Services set forth in the proposal or otherwise agreed upon. Consultant will submit monthly invoices for services rendered and expenses incurred during the previous period.
- 5.2 Payment will be due upon receipt of Consultant's invoice. Payments due Consultant and unpaid under the terms of this Agreement shall bear interest from thirty (30) days after the date payment is due at the rate of one and one half (1.5) percent per month and as permitted by applicable local law until paid in full. In the event that Consultant is compelled to take action to collect past due payments, the Client will reimburse Consultant for all costs and expenses of collection including, without limitation, all court costs and reasonable attorney's fees and costs.
- 5.3 If applicable, Reimbursable Expenses include actual expenditures made by Consultant, including, but not limited to:
 - 5.3.1 transportation and living expenses incurred in connection with travel on behalf of the Client;
 - 5.3.2 overnight or priority postage and costs for special handling of documents;

- 5.3.3 renderings and models requested by the Client;
 - 5.3.4 expense of overtime work requiring higher than regular rates;
 - 5.3.5 automobile expenses for personal vehicles at the prevailing Internal Revenue Service (IRS) reimbursement rate, plus toll charges, for travel in conduct of the work, or rental of vehicles plus gasoline and toll charges for traveling to conduct the work;
 - 5.3.6 use of company field vehicle will be charged according to Consultant's current rates;
 - 5.3.7 charges for materials and equipment provided directly by Consultant will be billed according to Consultant's current rates;
 - 5.3.8 purchase or rental of specialized equipment and other supplies necessary to conduct the work;
 - 5.3.9 computer, drafting, typing and other services or labor provided by outside contract personnel or vendors.
- 5.4 If applicable, Miscellaneous Direct Expenses will be billed to the Client's project(s) each month at 3% (or as otherwise set forth in the scope of Services) of the current month's labor fee (including project contract labor fee) to compensate Consultant for expenditures for miscellaneous administrative costs such as production and communication/technological expenses incurred on the Client's project(s).
- 5.5 If the Project is suspended or abandoned in whole or part, Consultant shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses and Miscellaneous Direct Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted between the Client and Consultant.
- 5.6 No deductions shall be made from Consultant's compensation on account of sums withheld from payments to contractors, nor shall payment to Consultant be contingent upon financing arrangements or receipt of payment from any third party.
- 5.7 If the Client fails to make payment when due Consultant for services, Reimbursable Expenses, or Miscellaneous Direct Expenses, Consultant may, upon seven days' written notice to Client, suspend performance of the Services under this Agreement. Unless payment in full is received by Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of Services, Consultant shall have no liability to Client for delay or damage caused to Client or others because of such suspension of Services.
- 5.8 If Client objects to all or part of any invoice, Client shall notify Consultant in writing within two weeks of the date of the invoice, and shall pay the portion of the invoice in accordance with Paragraph 5.2. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If the dispute is resolved in favor of Consultant, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.2 of this Agreement.
- 5.9 If circumstances or conditions not originally contemplated or known to Consultant are revealed and affect the Services, compensation, schedule, allocation of risks or other material terms of this Agreement, Consultant shall be entitled to an appropriate adjustment in its schedule, compensation or other terms of the Agreement in accordance with its standard rates. Changed conditions include, but are not limited to, the following: (i) change in the instructions or approvals given by Client that necessitate revisions in the instruments of service; (ii) decisions of the Client not rendered in a timely manner; (iii) significant change in the Project including, but not limited to, size, quality, complexity, Client's schedule or budget, or procurement method; (iv) failure of performance on the part of the Client or the Client's consultants or contractors; (v) revision of documents (drawings and/or specifications) to reflect construction cost modifications; (vi) modifications to any construction phase drawings and specifications due to changes in program, size, quality, complexity, schedule, construction cost, financing, or method of bidding; (vii) additional program, feasibility or planning studies for this or other project sites;

or (viii) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to the Services.

6. Ownership and Use of Documents

- 6.1 All documents including drawings and specifications prepared or furnished by Consultant (and Consultant's subcontractors and subconsultants) pursuant to this Agreement are instruments of service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may take and retain copies for information and reference in connection with the use and occupancy of the Project by Client; however, such documents are not intended nor represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors and consultants, and Client shall defend and indemnify Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any verification or adaptation will entitle Consultant to further compensation rates to be agreed upon by Client and Consultant.
- 6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Consultant's rights under this section.

7. Limitation of Liability

- 7.1 The total liability, in the aggregate, of Consultant and Consultant's affiliates, subsidiaries, parent, officers, directors, employees, agents, subcontractors and subconsultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's Services, the Project or this Agreement, from any cause or causes whatsoever shall not exceed the greater of two times the fee for the applicable Services or the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Client's claims under Consultant's applicable insurance policies subject to the minimum stated policy limits set forth herein. This limitation shall apply regardless of available insurance coverage, cause(s) or theories of liability, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, or breach of warranty of Consultant or Consultant's affiliates, subsidiaries, parent, officers, directors, employees, agents or subcontractors or subconsultants, or any of them. Client may negotiate a higher limitation for additional consideration.
- 7.2 Neither Party shall be responsible or held liable to the other for special, punitive, exemplary, indirect, incidental or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

8. Insurance

- 8.1 Consultant is protected by Workers' Compensation Insurance in statutory amounts; General Liability Insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and Professional Liability Insurance of \$1,000,000 per claim and in the aggregate. Consultant will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits, and list Client as a certificate holder. The Client and Consultant waive all of their and their respective insurers' rights of subrogation against each other to the extent any loss is covered by their applicable insurance policies. Furthermore, the Client shall require that any of its retained subcontractors list the Consultant as an additional insured on their applicable insurance policies, and that such subcontractors and their insurers waive their rights of subrogation against Consultant.

9. Indemnification Hold Harmless

- 9.1 Consultant agrees to indemnify and hold Client, its affiliates, subsidiaries, directors, shareholders, and employees harmless from and against all third-party claims resulting in a judgment, or damages ("Losses") to the proportionate extent such Losses are caused by Consultant's negligent acts or negligent omissions.
- 9.2 Client agrees to indemnify and hold Consultant, its affiliates, subsidiaries, directors, shareholders, and employees harmless from and against all third-party claims resulting in Losses to the proportionate extent such Losses are caused by Client's negligent acts or negligent omissions.

10. Delays/Force Majeure

10.1 Neither Party shall hold the other Party responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other Party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include but not be limited to weather affecting performance of services, floods, epidemics, pandemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either Party, make this Agreement subject to termination or to renegotiation. Both parties acknowledge that Consultant does not have control over the review and approval times required by any public authorities that may have jurisdiction over the Project and any Project times shall be equitably adjusted by the parties to account for such review and approval process.

11. Estimates of Opinions of Cost

11.1 If applicable, any estimates or opinions of Project or construction costs are provided by Consultant on the basis of Consultant's experience and qualifications as a Consultant and represents its best judgment as an experienced and qualified Consultant familiar with the construction industry. Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bid or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Consultant. Similarly, since Consultant has no control over building operation and/or maintenance costs, Consultant cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Consultant. No fixed limit of construction costs is established as a part of this Agreement.

12. Notice

12.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the other Party at the address set forth in the first paragraph of this Agreement. Notices may also be given by personal delivery or sent via a regionally recognized overnight carrier (i.e. FedEx, UPS). Notices shall be deemed given when delivered.

13. Dispute Resolution

13.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any Party may give the other Party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the Project personnel involved in the Controversy shall, within five business days after delivery of such notice, establish a plan to meet at a mutually acceptable time and place no later than ten business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to the managers, or if no meeting has taken place within ten days after such referral, either Party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence.

13.2 Mediation. In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. The mediation shall be filed at the regional office of the agreed upon mediator closest to the Project site. The mediation shall take place at a Consultant's office unless otherwise agreed to by the parties. If the mediation process has not resolved the Controversy within thirty days of the submission of the matter to mediation, or such longer period as the parties may agree to, the mediation process shall cease. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence. Nothing herein shall limit the rights and remedies that the parties may have under this Agreement or under other legal and equitable proceedings.

14. Termination

14.1 Either Party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written notice to the other Party ("Notice of Termination"). The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after termination, Client shall pay Consultant for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.

14.2 Either Party shall have the right to terminate this Agreement for cause if the other Party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A notice containing specific reasons for termination ("Notice of Default") shall be sent to the defaulting Party, and both Parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten (10) days after the defaulting Party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting Party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting Party diligently prosecutes curing such default to completion (provided that such provision shall not apply to Client's failure to timely pay an invoice). In the event of termination for cause, Consultant shall be paid the same as in the case of termination for convenience and the Parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

15. Health and Safety

15.1 Consultant and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Consultant determines in its sole discretion to be unsafe or unhealthy, Consultant shall have the option to stop work immediately and inform Client of unacceptable health and safety conditions, and both Parties shall enter into good faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Consultant may terminate this Agreement in accordance with Paragraph 14.1.

15.2 Consultant will not implement or be responsible for health or safety procedures for any other persons other than for its own employees. Consultant shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of Client or other contractors. Unless otherwise agreed in the scope of Services, Consultant's observation and testing of portions of the work of other parties on a Project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications, and health and safety requirements. Client agrees to notify such contractors or other parties accordingly.

16. Construction Contract Responsibilities

16.1 Where the scope of Services includes the performance of any Services during the construction phase of the Project, Consultant and Client agree to the following:

16.1.1 It is understood that the purpose of any such services (including any visits to the Project site) will be to enable Consultant to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with a greater degree of confidence that the completed work of Client's construction contractor(s) ("Contractor") will conform generally to the contract documents and has been implemented and preserved by Contractor(s). Consultant shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor's(s') work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. Consultant does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for Contractor's(s') failure to furnish and perform its (their) work in accordance with the contract documents. Client shall include a requirement in all construction phase contracts requiring that the Contractor(s) shall indemnify, defend and hold the Consultant harmless from any and all claims, demands, causes of action, damages, costs, fines, penalties and expenses,

including attorneys' fees, property damage, environmental damage, bodily injury, personal injury, losses, or liability based on, arising out of or alleged to arise from the Contractor's(s') performance of the work described in the construction phase contracts.

16.1.2 If Consultant's contract with the Client so requires, Consultant shall review (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Consultant's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

17. Environmental Conditions and Subsurface Risks

17.1 Where the scope of Services includes or requires on-site work, visits, investigations, or explorations, Consultant and Client agree to the following:

17.1.1 Hazardous Substances. Client acknowledges that Consultant has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "Hazardous Substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Consultant harmless from and against any and all claims, damages, losses, fines, suits or causes of action relating to personal injury, property damage, non-compliance or liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent that such claims are based on or arise from the existence or release of any Hazardous Substances.

17.1.2 Client's Duty to Notify Consultant of Hazards. Client shall provide Consultant with all information known to Client with respect to the existence or suspected existence of any Hazardous Substances at, on, or in close proximity to the Project site. Client will advise Consultant immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

17.1.3 Consultant shall take reasonable precautions for the health and safety of its employees while at the Project site with consideration for the available information regarding existing hazards.

17.1.4 Control of Project Site. Client acknowledges that it is now and shall remain in control of the Project site at all times. Consultant shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Consultant does not, by entry into an agreement with Client or its performance of services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Consultant's performance of any work at the Project site.

17.1.5 Right of Entry. Unless otherwise agreed, Client will furnish right-of-entry on the land for Consultant to make the planned borings, explorations, or field tests. Consultant will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Consultant's operations, or the operations of any person or entity engaged by Consultant in the performance of the Services under this agreement. If Consultant is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Consultant's fee.

17.1.6 Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental,

geological, and geotechnical conditions that the Consultant properly inferred to exist between sampling points may differ significantly from those that actually exists. The Client acknowledges these risks.

17.1.7 Consultant will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Consultant will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Consultant observes such standard of care, Consultant will not be responsible for any unavoidable damage, injury, or interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Consultant's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Consultant by Client or by any other party, or which could not have been reasonably identified by Consultant.

18. Samples

18.1 Where the scope of Services involves the collection of non-hazardous or hazardous samples, Consultant and Client agree to the following:

18.1.1 Non-Hazardous Samples. Consultant will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Consultant's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Consultant will ship such samples to the location designated by Client, at Client's expense. Consultant may, upon written request, arrange for storage of samples at Consultant's offices at mutually agreed storage charges. Consultant will not give Client prior notice of intention to dispose of samples.

18.1.2 Hazardous Samples. Although the Client shall have the obligation to dispose of any "hazardous" samples, if samples collected from the Project site contain substances defined as "hazardous" by federal, state, or local statutes, regulations, codes, or ordinances, Consultant shall, at its option, have the right to: (1) dispose of samples by contract with a qualified waste disposal contractor; (2) in accordance with Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site; or (3) return such samples by an appropriately licensed transporter, to Client. Client shall pay all costs and expenses associated with the collection, storage, transportation, and disposal of samples. If Client requests in writing, that any such sample be retained for a period in excess of thirty (30) days, Consultant will store such samples at Client's expense and Client will pay an additional fee as charged by Consultant in accordance with its standard laboratory schedule for storage of samples of a "hazardous substance."

19. Miscellaneous

19.1 This Agreement shall be governed and construed in accordance with the laws of the state where the Project is located.

19.2 Any action to enforce or interpret this Agreement shall be commenced or maintained only in the judicial or administrative tribunal in the jurisdiction of the state where the Project is located, and each Party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

19.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.

19.4 The Client and Consultant respectively, bind themselves, their partners, successors, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, assigns and legal representatives of such Party with respect to all covenants of this Agreement. Neither the Client nor Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

19.5 This Agreement represents the entire and integrated Agreement between the Client and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and Consultant.

19.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.



19.7 The parties acknowledge and agree that, due to local licensing and other laws and regulations, Consultant may be required to perform services in the name of an affiliate or subsidiary for certain jurisdictions, primarily:

- a) Ohio, North Carolina, Virginia, Michigan, Vermont – Woodard & Curran Engineering and Geological Services, P.A.
- b) New York – Woodard & Curran Engineering and Geological Services, P.A. P.C.
- c) All other states – Woodard & Curran, Inc.

In the event Client requests services in the states identified above, the parties agree and acknowledge that the requested services may be performed in the name of the affiliate or subsidiary identified above under the terms and conditions of this Agreement.

(Signatures on next page)



IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below

CONSULTANT:

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

By: _____

Printed: Anthony C. Catalano, P.E., BCEE

Title: Vice President

Thereunto duly authorized

Date: _____

CLIENT:

NORTHERN WESTCHESTER JOINT WATER WORKS

By: _____

Printed: _____

Title: _____

Thereunto duly authorized

Date: _____

Sent to:
TB, TA, TC
2/2/24
KD



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

T 800.426.4262
T 914.448.2266
F 914.448.0147

MEMORANDUM

TO: Robert Scorrano, Town Supervisor
FROM: Steven Robbins, P.E., Consulting Town Engineer
DATE: February 1, 2024
RE: RFP for Lake Shenorock Aeration

The lakes of Somers are at the heart of our community and as man-made impoundments in developed areas, these ponds require maintenance and upkeep to maintain their ecological and aesthetic functions.

With years of sediment and nutrient accumulation, Lake Shenorock is in a eutrophic (high nutrients, low-oxygen) condition. Algae blooms are common in the water body and it can be an eyesore as the centerpiece of the Shenorock community. Unlike lakes in other communities in Somers, the Town owns Lake Shenorock.

To improve water quality and ecological function in Lake Shenorock, the Town proposes to install a subsurface aeration system to increase dissolved oxygen in the Lake. This is intended to improve water quality by:

- Reducing low oxygen periods caused by algae blooms induced by high nutrient inflows,
- Encouraging the colonization of beneficial aerobic bacteria that consume nutrients in the water body; and
- Reducing algae and weeds since there will not be as many nutrients to fuel their growth.

The aeration system will include a blower to be located along the shore of the lake near the Water Department facility, and a network of piping and aerators across the lake. Aerators will be under the water surface and emit fine bubbles through a membrane diffuser. Spray aerators or fountains are not proposed, as fine bubble diffusers are more effective and remove the need to run power through the pond to those features.

We are working to pre-qualify aeration installers so that the Town can solicit competitive quotes from a minimum of three providers for this service. The system cost is anticipated to be less than \$35,000 and installation is anticipated in the summer of 2024.

cc: Fred McQuillan

Sent to:
TB, TA, TC
2/2/24
KD

Telephone
(914) 277-4394

FAX
(914) 277-3788

EMAIL
finance@somersny.com

ROBERT KEHOE
DIRECTOR OF FINANCE

FINANCE OFFICE

Town of Somers
WESTCHESTER COUNTY, N.Y.



TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

To: Town Board

From: Robert Kehoe, Director of Finance ✓

Date: February 2, 2024

Re: 2023 request for Capital Projects

I am requesting permission to remit excess funds to the General Fund through a Transfer Out from the Capital Project Fund for the Reynolds House project, NYSERDA Hybrid Vehicles and EV Chargers project and Salt Shed Project with amounts as follows:

- 1- Reynolds House (53.9950.0900) -\$50,000 (SAM Grant for HVAC)
- 2- NYSERDA Hybrid and EV Chargers (57.9950.0900) - \$25,388 (NYSERDA Grant)
- 3- Salt Shed (54.9950.0900) - \$12,490 (East of Hudson and SAM Grants)

This will close out the NYSERDA Project and the Salt Shed Project. Reynolds house remains open with additional work required to complete the project.

CC: Town Clerk

2023 Street Lighting Budget Transfer

FROM:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
30	0030.0909.0000	Fund Balance Unreserved	\$165.00
31	0031.0909.0000	Fund Balance Unreserved	\$2,712.00
Total:			\$2,877.00

TO:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
30	5182.04	Street Lighting Contractual Expense	\$165.00
31	5182.04	Street Lighting Contractual Expense	\$2,712.00
Total:			\$2,877.00

Explanation:

To cover budget shortfalls for 2023.

Signature:


Bob Kehoe, Director of Finance

Date:

7/2/24

Sent to:
TB, TA, TC
2/5/24
KD

2023 Highway Budget Modifications

INCREASE:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
2	3501	CHIPS	\$240,951.00
2	2401	Interest	\$104,530.00
			\$345,481.00

INCREASE:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
2	5110.01	General Repairs Personal Service	\$12,157.00
2	5110.011	General Repairs Overtime	\$1,332.00
2	5110.04	General Repairs Contractual Expense	\$43,378.00
2	5110.0402	General Repairs Paving	\$2.00
2	5110.0403	General Repairs Storm Water Basin Cleaning	\$520.00
2	5112.02	Improvements CHIPS Equipment	\$231,409.00
2	5140.01	Misc Brush & Weeds Personal Services	\$50,510.00
2	5140.011	Misc Brush & Weeds Overtime	\$1,933.00
2	5140.04	Misc Brush & Weeds Contractual Expense	\$4,240.00
			\$345,481.00

Explanation:

To cover budget overages for 2023.

Signature:



Nick DeVito
Highway Superintendent

Date: 2/5/24

Sent to:
TB, YATC
2/5/24
KD

2023 Highway Budget Transfer

FROM:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
2	1980.04	MTA Tax	\$1,228.00
2	5130.04	Machinery Contractual Expense	\$46,523.00
2	5142.01	Snow Removal Personal Services	\$36,945.00
2	5148.01	Service for Other Gov't Personal Svcs	\$4,119.00
2	5148.011	Services for Other Gov't Overtime	\$3,708.00
2	5148.04	Service for Other Gov't Contractual	\$11,845.00
2	9010.08	Retirement	\$24,117.00
2	9030.08	Social Security Tax	\$1,433.00
2	9040.08	Worker's Compensation	\$35,523.00
2	9045.08	Life Insurance	\$1,595.00
2	9050.08	Unemployment Insurance	\$4,000.00
2	9060.08	Health Insurance	\$43,777.00
2	9089.08	Dental Insurance	\$798.00
2	9090.08	Optical Insurance	\$513.00
2	9950.093	Transfer to Debt Service	\$9,740.00
Total:			\$225,864.00

TO:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
2	5110.01	General Repairs Personal Service	\$225,864.00
Total:			\$225,864.00

Explanation:

To cover budget overages for 2023.

Signature:



Nick DeVito
Highway Superintendent

Date: 2/5/24

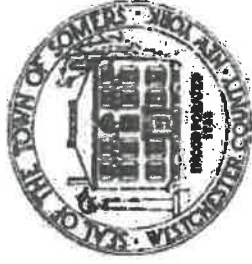
Set to:
TB, TC, TA
1/25/24
KD

PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
385 ROUTE 902
SOMERS, NY 10589
www.somersny.com



Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com

David B. Smith
Town Planner
directorofplanning@somersny.com

Date: January 17, 2024

To: Town Board T10 (913)

From: Steven Woelfle SW
Engineering Department

Re: Bond for Incomplete Items for the Issuance of a CO
North County Homes, Inc./Festo Stormwater Management and Erosion and
Sediment Control and Tree Removal Permit #SMESCT2020-35
TM: 16.17-2-7
5 Cardinal Way

Attached is a check in the amount of \$1,000.00 posted by Joseph Festo, North County Homes, Inc., 156 Tomahawk Street, Yorktown Heights, NY 10598 in payment of a bond for Incomplete Items for the issuance of a Certificate of Occupancy.

SW/wg

Enc.

cc: Town Clerk
Director of Finance

Sent to:
TB, TCTA
1/25/24
KB

PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swocfle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

Date: January 18, 2024

To: Town Board T10 (913)

From: Steven Woelfle SW
Engineering Department

Re: **Bond for Incomplete Items for the Issuance of a CO**
Boniello Stormwater Management and Erosion and Sediment Control
Permit #SMESC2023-01
TM: 48.06-1-2.1
48 Wood Street

Attached is a check in the amount of \$500.00 posted by J2 Boniello Builders Inc., 165 Waccabuc Road, Goldens Bridge, NY 10526 in payment of a bond for Incomplete Items for the issuance of a Certificate of Occupancy.

SW/wg

Enc.

cc: Town Clerk
Director of Finance

Sent to:
TB, TA, TC
2/2/24
RD

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: January 30, 2024

TO: Town Board
Director of Finance

FROM: David B. Smith *gds*
Director of Planning

RE: **3 Narcissus Drive Lot Line Change**
Refund of SEQRA/Professional Service Fee
TM: 5.15-1-50, 51, 64

The above-mentioned project has been completed. Please refund the remaining SEQRA/Professional Service Fee in the amount of \$155.03, as follows:

Envirostar Innovation Corp.
50 Fields Lane
Brewster, NY 10509

DS/wg
cc: Town Clerk
Envirostar Innovation Corp.

Sent to:
TB,TA,TC
2/2/24
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: January 30, 2024

To: Town Board

From: Steven Woelfle *SW*
Engineering Department

**RE: ARGH Corp. - Somers Professional Commons Site Plan
Sidewalk Escrow Account
Name Change**

Pursuant to my November 30, 2023 memo regarding the request for the return of the Sidewalk Escrow Account to ARGH Corp. (Somers Professional Commons Site Plan), this office was just informed that ARGH Corp. name has been changed to ARSEC Corp. Therefore, the check that the Town sent cannot be cashed.

This office requests that a replacement check be made payable to ARSEC Corp. in the amount of \$2,000 and be mailed to the following address, as requested (see email attached):

380 Route 202
Somers, New York 10589
Attn: Dr. Ranani

SW/wg
Att.

cc: Town Clerk
Director of Finance
Dr. Ami Ranani

Site plan files/Somers Prof Commons.Dr.Ranani/Sidewalk Escrow Return Request Name Change 1.30.2024.docx

Wendy Getting

From: Ami Ranani
Sent: Friday, January 26, 2024 1:51 PM
To: Wendy Getting
Subject: Re: sidewalk escrow check

Hi Wendy,

Could you please make out both escrow payments for site plan and sidewalks to ARSEC corp and mail to attention Dr. Ranani at ; somers, ny 10589

Thank you
Ami ranani

On Fri, Jan 26, 2024 at 1:36 PM Wendy Getting <wgetting@somersny.com> wrote:

Can you call the office please when you have a moment?

914-277-5366

Thank you,

Wendy

Wendy Getting
Senior Office Assistant

Planning & Engineering Dept.

Town of Somers

335 Route 202

Somers, New York 10589

P: 914-277-5366

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swoeffle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

Date: November 30, 2023

To: Town Board

From: Steven Woelfle
Engineering Department

**RE: ARGH Corp. - Somers Professional Commons Site Plan
Sidewalk Escrow Account**

Pursuant to Planning Board Resolution No. 2001-17 for ARGH Corp. (Somers Professional Commons Site Plan) the applicant posted a \$2,000 check to establish a sidewalk escrow account in 2003. The escrow deposit was to be held for a minimum of 5 years and to be used for the sidewalk construction, if and when grants were obtained.

The Town has held the escrow for over 20 years. This office would have no objection to returning the escrow.

SW/wg

cc: Town Clerk
Director of Finance
Dr. Ami Ranani, ARGH Corp.

SomersNY-PE/Shared Documents/Site plan files/Somers Prof Commons.Dr.Ranani/Sidewalk Escrow Return
Request.docx

Sent to:
TB, TA, TC
1/23/24
KD

Highway Department

Town of Somers

WESTCHESTER COUNTY, N.Y.

250 RT. 100
P.O. BOX 281

TELEPHONE
(914) 232-4848
FAX
(914) 232-0150

NICHOLAS DEVITO
Superintendent of Highways

PAUL WESTHOFF
Deputy Supt. of Highways



MEMO TO: SUPERVISOR
TOWN BOARD

FROM: NICHOLAS DEVITO
SUPT. OF HIGHWAYS

DATE: JANUARY 5, 2024

RE: ANNUAL BONUS BASED ON ATTENDANCE 2023

As per the Union Contract under Section 5 Sick Leave/Workers' Compensation Leave Usage Bonus. The following employees will be entitled to an annual bonus based on their attendance.

<u>Name</u>	<u>Number of Sick Days Taken</u>	<u>Amount of Bonus</u>
Jose Yanza	-4-	\$300.00



Nicholas DeVito
Supt. Of Highways

Cc: FINANCE DEPT.