A. **PLEDGE OF ALLEGIANCE:**

B. **PUBLIC HEARING:**

**PUBLIC COMMENT**
Please limit your comments to no more than 3 minutes.

C. **PARKS & RECREATION:** No additional business.

D. **TOWN BOARD:**

1. Westchester County Organic Yard Waste Management Program IMA – Discussion

2. Energize NY Open C-PACE – Discussion

3. Sewer District Plans – Joe Barbagallo

4. Lake Lincolndale/Shenorock (Phase 1) Sewer Project
   a. Declare the Town Board’s intent to act as Lead Agency.

5. Lake Shenorock (Phase 2) Sewer Project
   a. Declare the Town Board’s intent to act as Lead Agency.
E. **FINANCIAL:** No additional business.

F. **HIGHWAY:**

1. Request permission to purchase (1) one new 2019 RAM 5500 4x4 Dual Rear Wheels Truck from Robert Green Truck Division, Route 17 East, Exit 107, PO Box 8002 Rock Hill, NY 12775 at the cost of $86,818.80 off the Onondaga City Bid #7974 for Trucks and Truck Equipment per memo dated April 26, 2019 from Thomas Chiaverini, Highway Superintendent.

2. Request permission to purchase (1) one new 2019 RAM 5500 4x4 Dual Rear Wheels Truck from Robert Green Truck Division, Route 17 East, Exit 107, PO Box 8002 Rock Hill, NY 12775 at the cost of $87,293.40 off the Onondaga City Bid #7974 for Trucks and Truck Equipment per memo dated April 26, 2019 from Thomas Chiaverini, Highway Superintendent.

G. **PERSONNEL:**

1. **Current Vacancies:**
   a. Affordable Housing Board (1-2-year term ending 7/11/2019.)
   b. Affordable Housing Board (1-2-year term ending 7/11/2020.)
   c. Partners in Prevention (2-3-year terms ending 12/31/2019)
   d. Partners in Prevention (2-3-year terms ending 12/31/2020)

2. **Upcoming Vacancies - Terms Expiring in 2019:**
   a. Affordable Housing Board (1-2-year term ending 7/11/2019.)

3. Acknowledge the hiring of Mr. Anthony Giannotti as a full-time Road Maintainer at the Highway Department at an annual salary of $53,122.00 which he will receive 90% of it for the first six months at an hourly rate of $22.9855 then he will receive 95% after the first six months is complete. Upon completion of one year of service, he will receive the full salary rate of pay per memo dated April 8, 2019 from Thomas Chiaverini, Superintendent of Highways effective April 22, 2019.

4. Authorize the hiring of Ms. Loretta Pugliese as a permanent part-time Assistant Assessment Clerk (non-competitive) to work no more than 17 hours a week for the Assessor's Office at an hourly rate of $15.30 per memo dated April 22, 2019 from Teresa Stegner, Assessor effective April 23, 2019.
5. Authorize the temporary appointment of Ms. Maria Rukaj, as Office Assistant for the Building Department at her current hourly rate of $15.26 for a duration not to exceed ninety (90) days retroactive to March 28, 2019 while we canvass the eligible list for a replacement. Maria’s seasonal appointment as an Office Assistant in the Building Department ended on March 27, 2019.

6. Authorize reappointment of Ms. Teresa Stegner, Town Assessor for a 6-year term ending September 30, 2025 effective October 1, 2019.

**H. PLANNING & ENGINEERING:** No additional business.

**J. POLICE:** No additional business.

**J. PROPOSED CONSENSUS AGENDA:**

1. Authorize the return of the following Bonds per April 8, 2019 and April 11, 2019 memos from Steven Woelfle, Principal Engineering Technician.
   a. $500.00 Erosion Control Bond, Papazian/Festo TM: 17.13-2-3 (North County Homes, Inc)
   b. $500.00 Erosion Control Bond, Caracciolo TM: 36.20-1-59 (North County Homes, Inc)

2. Authorize the Supervisor to execute the following:
   a. The Wellness in Nutrition Program (WIN) and Nutrition Services Incentive Program (NSIP) Funding Contract, for the period of April 1, 2019 through March 31, 2020 per memo dated April 17, 2019 from Barbara Taber, Nutrition Program Director.


## 2019 Calendar

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 2, 2019</td>
<td>7:00pm</td>
<td>Town Board Work Session</td>
</tr>
<tr>
<td>May 9, 2019</td>
<td>7:00pm</td>
<td>Town Board Regular Meeting</td>
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<td><strong>Public Hearing</strong> - Proposed Fee</td>
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<td>Schedule for the Amawalk Heights, Amawalk-Shenorock, and Windsor Farms Water Districts</td>
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<td><strong>Public Hearing</strong> - Proposed</td>
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<td>Conservation Easement for the Merritt Park Subdivision, Lovell Street/Adson Way, Town of Somers</td>
</tr>
<tr>
<td>June 6, 2019</td>
<td>7:00pm</td>
<td>Town Board Work Session</td>
</tr>
<tr>
<td>June 13, 2019</td>
<td>7:00pm</td>
<td>Town Board Regular Meeting</td>
</tr>
<tr>
<td>July 11, 2019</td>
<td>7:00pm</td>
<td>Town Board Work Session/ Regular Meeting</td>
</tr>
</tbody>
</table>
April 5, 2019

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

Dear Town Supervisor Morrissey,

The Westchester County Board of Legislators approved the Inter-Municipal Agreement, (IMA) for Transfer of Organic Waste for Non-Members of Refuse Disposal District #1.

Effective May 25, 2018, the tip-fee for Non-Members of Refuse Disposal District #1 was established at $52.36 per ton, subject to an annual Adjustment Factor equal to the Consumer Price Index every January 1, thereafter.

Please return three (3) signed copies of the IMA together with the completed Certificate of Authority, Municipal Cooperation form, and a certified copy of your authorized resolution as soon as possible. The completed and returned IMA should also include “Workers’ Compensation and Employer’s Liability” documentation and a “Certificate of Liability Insurance” naming the County of Westchester as an additional insured and meeting the requirements referenced in Schedule “D” of the IMA.

If you have any questions please contact Mario Parise at (914) 813-5453.

Sincerely,

Mario A. Parise  
Assistant Commissioner  
Solid Waste Division

MP:sma

Enclosures
NON-DISTRICT MEMBER IMA

AGREEMENT made this ___ day of ____________, 201__ by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County"), acting on behalf of the Westchester County Refuse Disposal District No. 1 (the "District")

and

______________________________, a municipal corporation of the State of New York having an office and principal place of business at ______________________

(hereinafter referred to as the "Municipality")

WHEREAS, in order to divert additional recyclable materials from the waste stream, the County has an Organic Yard Waste Management Program (the "Program") with municipalities within the District and municipalities that are not members of the District but desire to participate in the Program; and

WHEREAS, the Municipality, as a non-member of the District, desires to participate in the Program.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. Municipality’s Responsibilities:
   (a) The Municipality shall collect organic yard waste within its boundaries and transport same to the organic yard waste transfer site (the “Transfer Site”) specified in Schedule “A” which is attached hereto and made a part hereof. Organic yard waste shall be limited to grass, leaves, brush and wood waste not to exceed three inches (3”) in diameter by four feet (4’) in length.

   (b) The Municipality, either individually or by agreement with another municipality within the District, shall designate the Transfer Site for such purpose, subject to County approval, and shall take any legally required action necessary to register or receive a permit to operate the Transfer Site. The Municipality shall conduct such site-specific environmental reviews as necessary to comply with the State Environmental Quality Review Act (“SEQRA”) and its implementing regulations, coordinating such review with the County as an involved agency. The Municipality shall include with this signed Agreement evidence of its compliance with SEQRA, e.g., a Negative Declaration, a Findings Statement or, in the case of a Type II action, the minutes or a Resolution of the Municipality’s governing board including a statement as to its Type II classification. In the event that the Municipality and another municipality enter into an agreement to jointly provide the Transfer Site, that agreement shall be appended to this Agreement.
(c) The Municipality shall negotiate in good faith with any other municipality within the District that wishes to use the Transfer Site, but the Municipality shall not charge a fee above the tip fee for garbage at the County's Resource Recovery Facility, as such tip fee may be adjusted from time to time. The names of all municipalities using the Transfer Site shall be included in Schedule “A”.

(d) The Transfer Site shall be operated in accordance with Schedule “B” which is attached hereto and made a part hereof.

2. **County’s Responsibilities:** The County, either directly or through an agent, shall enter into agreements with one or more contractors operating composting facilities for the recycling of organic yard waste collected by the Municipality. The County shall also arrange for transporting yard waste from the Transfer Site to the composting facilities and shall pay for such transportation and disposal costs.

3. **Term:** The term of this Agreement shall commence on April 1, 2018 and terminate on March 31, 2023, unless sooner terminated as hereinafter provided.

4. **Payment:** For the services to be rendered by the County pursuant to Paragraph “2” above, the Municipality shall pay fees to the County in accordance with the fee schedule set forth in Schedule “C” which is attached hereto and made a part hereof. If the Municipality hosts the Transfer Site for use by itself and other municipalities within the District, the Municipality shall be responsible for paying the County for the full quantity of waste hauled from the Transfer Site. Payment shall be made within thirty (30) days of receipt of a bill from the County, by check payable to “Refuse Disposal District No. 1 c/o Westchester County Department of Environmental Facilities”. Payment shall be mailed or delivered to the Division of Solid Waste Management, Westchester County Department of Environmental Facilities, 270 North Avenue, New Rochelle, New York 10801.

5. **Reports:** No later than March 1st of each year, the Municipality shall provide a report setting forth the total tons or cubic yardage of organic yard waste collected from each participating municipality using the Transfer Site during the preceding year.

6. **Executory Clause:** This Agreement shall be deemed executory only to the extent of money duly appropriated and made available by the County for the performance of the Program.

7. **Indemnification & Defense:** The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule “D”, entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule “D”, the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Municipality shall indemnify and hold
harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the errors, omissions or unlawful or negligent acts hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, such claims, demands or causes of action directly or indirectly arising out of this Agreement, as described in subsection 7(a) above, and to bear all other costs and expenses related thereto.

(c) In the event the Consultant does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Consultant shall reimburse the County’s reasonable attorney’s fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

8. **Termination:** This Agreement may be terminated at any time by mutual agreement of the parties or upon thirty (30) days written notice by one party to the other party. In the event that this Agreement is terminated prior to the expiration date set forth in Paragraph 3 above, all fees and payments owing to the County shall be immediately due and payable by the Municipality.

9. **Assignment & Subcontracting:** Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Municipality shall not subcontract any part of its work or duties under this Agreement without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Municipality.

10. **Compliance with Law:** In executing their respective responsibilities under this Agreement, the County and the Municipality shall comply with all applicable federal, state and local laws, rules and regulations.

11. **No Discrimination:** The County and the Municipality shall not discriminate against any person on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status in the performance of this Agreement.

12. **Notices:** All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County:
  
  Deputy Commissioner
Division of Solid Waste Management  
Department of Environmental Facilities  
270 North Avenue  
New Rochelle, New York 10801

with a copy to:  
County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

To the Municipality:

__________________________________________

__________________________________________

or to such other addresses as either party may designate by notice.

13. No Agency: Nothing herein contained shall be construed to create a co-partnership between the County and the Municipality or to constitute either party as the agent of the other.

14. Entire Agreement: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

15. Approval by the County Attorney: This Agreement shall not be enforceable until executed on behalf of the parties and approved by the Office of the County Attorney.

16. Counterparts: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

[Intentionally Left Blank]
IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By ____________________________
Vincent F. Kopicki, P.E.
Commissioner of Environmental Facilities

THE MUNICIPALITY

By ____________________________
(Name and title)

Authorized by Act No. 87-2018 adopted by the Board of Legislators of the County of Westchester on the 18th day of June, 2018.

Approved as to form and manner of execution:

___________________________
Assistant County Attorney
County of Westchester
S/Noe/DXF/111485/Organic Waste IMA Non-District Member 2018-2023 FINAL
MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _______ day of ________________, 201__, before me personally came
______________________________, to me known, and known to me to be the
_____________________________ of _________________________________,
the municipal corporation described in and which executed the within instrument, who being by me
duly sworn did depose and say that he/she, the said __________________________ resides at
______________________________
and that he/she is __________________________ of said municipal corporation.

_________________________________________  
Notary Public  County
CERTIFICATE OF AUTHORITY
(Municipality)

I, _____________________________
(Officer other than officer signing contract)
certify that I am the _____________________________ of the
______________________________
>Title

______________________________
(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the
______________________________
(Law under which organized, e.g., the New York Village Law, Town Law, General
Municipal Law)

named in the foregoing agreement that _____________________________
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution
______________________________
>Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its
______________________________
(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date
hereof.

______________________________
(Signature)

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

On this _____ day of ____________, 201__, before me personally came _____________________________

whose signature appears above, to me known, and know to
be the _____________________________ of _____________________________,

(title)
the municipal corporation described in and which executed the above certificate, who
being by me duly sworn did depose and say that he/she, the said _____________________________
resides at _____________________________, and
that he/she is the _____________________________ of said municipal
corporation.

______________________________
(title)
Notary Public    County
SCHEDULE “A”

TRANSFER SITE LOCATION AND USERS
(to be completed by the Municipality)

SITE NAME & ADDRESS:

LIST OF CURRENT USERS:

Note: The Municipality shall conduct such site-specific environmental reviews as necessary to comply with the State Environmental Quality Review Act (“SEQRA”) and its implementing regulations, coordinating such review with the County as an involved agency. The Municipality shall include with this signed Agreement evidence of its compliance with SEQRA, e.g., a Negative Declaration, a Findings Statement or, in the case of a Type II action, the minutes or a Resolution of the Municipality’s governing board including a statement as to its Type II classification. In the event that the Municipality and another municipality enter into an agreement to jointly provide the Transfer Site, that agreement shall be appended to this Agreement.
SCHEDULE "B"

YARD WASTE TRANSFER SITE
OPERATIONAL REQUIREMENTS

The Host Municipality must:
Provide a site that is at least 1/2 acre in size and provides adequate space for 110 cubic yard trailers to enter, load and leave.

Register the site with the NYS Dept. of Environmental Conservation and conduct site specific environmental reviews as necessary to comply with SEQRA; coordinate such reviews with the County Dept. of Environmental Facilities as an "involved agency".

Provide a front end loader and qualified operator (The Loader must be able to reach 13 feet, 6 inches utilizing either municipally provided ramp or extended arms.)

Make site improvements necessary for this transfer station operation (i.e., a ramp for loading the waste or a loader capable of reaching a height of 13' 6")

Staff the site with municipal personnel at all times between 7 a.m. and 3 p.m.

Operate the site in a "load and go" manner whereby staged yard waste is loaded directly into provided trailers and trailers will immediately leave the site

Be responsible for any damage incurred to transfer trailers during loading

Prohibit and eliminate plastic bags and other contaminates within the organic yard waste (All contaminants, which are any materials other than yard waste as specified herein, and brown paper leaf bags, must be removed by the Municipality prior to loading. All costs related to contaminated loads shall be the responsibility of the host municipality.)

Accept organic yard waste from other District municipalities (Other District municipalities using the site would pay a tip fee to the host municipality as mutually agreed upon, but less than the current garbage tip fee.)

Accept organic waste from landscapers (Host municipalities may charge landscapers a fee for dumping.)

Keep adequate record of volumes delivered by other municipalities (Municipalities wishing to utilize this program but not allow other District municipalities access may do so at a payment equal to the tip fee for garbage.)

Any of these requirements may be modified for individual sites upon mutual agreement of the County and the host municipality.
SCHEDULE “C”

FEES

In consideration of the services provided by the County pursuant to this Agreement, the Municipality shall pay the following fees:

1) If the Municipality is not a member of Westchester County Refuse Disposal District No. 1, the Municipality shall pay the County at the rate of $52.36 per ton, which amount represents the County’s actual disposal cost plus an administrative fee. This rate shall be subject to an annual adjustment factor each year of the agreement equal to the percentage change in the All Items Consumer Price Index for all Urban Consumers (1982-84=100) for the New York-Newark-Jersey City, NY-NJ-Pa Metropolitan Statistical Area as published by the U.S. Department of Labor, Bureau of Labor Statistics (“CPI”).

2) In the event the Municipality elects to join the District during the term of this IMA, the Municipality shall pay the County at the rate of $17.35 per ton for the period from April 1, 2018 through December 31, 2018. Effective January 1st of each year, the Municipality shall pay the County at a rate subject to an annual adjustment factor equal to the percentage change in the CPI. However, if a Municipality accepts organic yard waste from a non-District municipality, it will pay to the County a rate of $52.36 per ton of such waste, subject to an annual CPI adjustment, which amount represents the County’s actual disposal cost plus an administrative fee.

Irrespective of whether the Municipality elects to join the District, other District municipalities using the Transfer Site shall pay a tip fee to the host municipality as mutually agreed upon, but in no event may it be higher than the municipal tipping fee for the Resource Recovery Facility, as such fee may be adjusted from time to time. Notwithstanding the above, if the Municipality excludes other municipalities from using the Transfer Site or fails to negotiate in good faith with them for such use, the Municipality shall pay the County at the rate per ton equal to the full annual municipal tipping fee for the Resource Recovery Facility, as such fee may be adjusted from time to time.
SCHEDULE "D"

STANDARD INSURANCE PROVISIONS
(Municipality)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best’s financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester (“County”), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County (“Director”). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the “County of Westchester” and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality’s negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any
available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: http://www.web.ny.gov.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

b) Commercial General Liability Insurance with a combined single limit of $1,000,000 (c.s.l) per occurrence and a $2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

i. Premises - Operations.
ii. Broad Form Contractual.
iii. Independent Contractor and Sub-Contractor.

c) Commercial Umbrella/Excess Insurance: $2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both ongoing and completed operations.

d) Automobile Liability Insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and a minimum limit of $100,000 per occurrence for property damage or a combined single limit of $1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

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

3. All policies of the Municipality shall be endorsed to contain the following clauses:

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

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

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

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.
April 16, 2019

Memo to EIC Members: Energize NY Open C-PACE

As discussed at the EIC Annual Meeting last month, we are pleased to launch our new PACE product, *Open C-PACE*, which removes all municipal obligations from the provision of the public benefit of PACE. Open C-PACE differs from our previous product in the following ways:

- EIC will bill the property owner directly and administer collection of the payment; the municipality will *not* add a charge to the property's tax bill.
- The municipality is no longer responsible for guaranteeing the loan payment.
- Funds are provided through EIC-approved capital providers, *listed* on EIC’s website. Property owners will contact the providers directly, who will determine if and how much financing is provided.
- Financing is secured through a Benefit Assessment Lien which EIC will record on the land records of the benefited property. The Benefit Assessment Lien is subordinate to municipal taxes and senior to all other liens (consent from existing mortgage holders is required).
- The capital provider enforces delinquent PACE liens by following the same timeline of foreclosure governing delinquent municipal taxes and only after paying any taxes owed by the property owner to the municipality.

Commercial, multifamily, and nonprofit property owners will benefit from lower fees, more competitive interest rates, financing terms as long as 30 years and transferability if the property is sold.

Enclosed you will find the Local Law and Municipal Agreement Templates that are required to enable Open C-PACE. *These may not be modified as EIC’s other program documents reference the local law and must be consistent across all municipalities.*

We are excited by the potential of Open C-PACE to bring an infusion of capital for improvements to the building stock and to drive larger and more impactful projects in your communities. Given the interest we are seeing from property owners, we are hopeful for rapid adoption of Open C-PACE. Please let us know when you will advance the legislation.

Sincerely,

Mark Thielking  Sarah Smiley
Co-Executive Director  Director of Member Services
Energize NY Open C-PACE channels private capital to commercial and non-profit building owners to make energy upgrades to their buildings, enabling them to improve their properties, lower operating expenses and positively impact their communities.

Property Assessed Clean Energy (PACE) financing is a public benefit authorized by state and local law, with repayment secured through a benefit assessment lien on the improved property.

The Energy Improvement Corporation (EIC), a non-profit, statewide local development corporation, administers Energize NY Open C-PACE on behalf of its member municipalities.

Energize NY Open C-PACE differs from traditional bank loans:

- Financing is available for up to 100% of the project cost, or can be combined with other financing

- Competitive private financing from EIC-approved capital providers

- Customizable loan terms up to the expected life of the improvement(s) (generally 20-30 years)

- Benefit assessment lien is subordinate to municipal taxes and senior to other liens (consent from mortgage holder is required)

- Automatically transfers to new owner upon sale of property

- Available for energy efficiency and renewable energy measures (Projects are qualified according to NYSERDA’s C-PACE Guidelines)

Open C-PACE paves the way for higher levels of energy efficiency or renewable energy to be included as part of a building’s redevelopment or rehabilitation – and might be the pivotal element needed to move the project forward.

Visit www.EnergizeNY.org or Call (914) 302-7300 x8105
Enabling Open C-PACE in your community

- Municipalities must pass a local law and sign an EIC municipal agreement to offer Energize NY Open C-PACE. EIC provides template documents.
  
- Any New York State municipality with tax lien authority is eligible.
  
- Open C-PACE is available to all local municipalities within a member county except for cities (and towns in Westchester County) that have tax lien authority, which must join separately.

Benefits to member municipalities:

- No fees to join
- No responsibility for program administration
- No financial exposure for the municipality

Once Open C-PACE is enabled, the member municipality provides the public benefit of PACE and EIC administers the program.

- EIC records the lien on the land record.
- EIC bills the property owner directly and administers collection of the payment.
- The capital provider enforces the PACE lien only after paying any delinquent municipal taxes owed by the property owner to the municipality.

Questions? Visit www.EnergizeNY.org or call (914) 302-7300 x8105
LOCAL LAW NO. -20-

A LOCAL LAW TO ESTABLISH A SUSTAINABLE ENERGY LOAN PROGRAM (OPEN C-PACE) IN THE ____________

Be it enacted by the [County/City/Town/Village] of ____________ (the "Municipality") as follows:

Section 1. This local law shall be known as the “Energize NY Open C-PACE Financing Program” and shall read as follows:

ARTICLE I

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

A. It is the policy of both the Municipality and the State of New York (the “State”) to achieve energy efficiency and renewable energy improvements, reduce greenhouse gas emissions, mitigate the effect of global climate change, and advance a clean energy economy. The Municipality finds that it can fulfill this policy by providing property assessed clean energy financing to Qualified Property Owners (as defined below) for the installation of renewable energy systems and energy efficiency measures. This local law establishes a program that will allow the Energy Improvement Corporation (as defined below, “EIC”), a local development corporation, acting on behalf of the Municipality pursuant to the municipal agreement (the “Municipal Agreement”) to be entered into between the Municipality and EIC, to make funds available to Qualified Property Owners that will be repaid through charges on the real properties benefited by such funds, thereby fulfilling the purposes of this local law and accomplishing an important public purpose. This local law provides a method of implementing the public policies expressed by, and exercising the authority provided by, Article 5-L of the General Municipal Law (as defined below, the “Enabling Act”).

B. The Municipality is authorized to execute, deliver and perform the Municipal Agreement and otherwise to implement this Energize NY Open C-PACE Financing Program pursuant to the Constitution and laws of New York, including particularly Article IX of the Constitution, Section 10 of the Municipal Home Rule Law, the Enabling Act and this local law.

C. This local law, which is adopted pursuant to Section 10 of the Municipal Home Rule Law and the Enabling Act shall be known and may be cited as the “Energize NY Open C-PACE Local Law”.

§2. Definitions

A. Capitalized terms used but not defined herein have the meanings assigned in the Enabling Act.
B. For purposes of this local law, and unless otherwise expressly stated or unless the context requires, the following terms shall have the meanings indicated:

**Annual Installment Amount** – shall have the meaning assigned in Section 8, paragraph B.

**Annual Installment Lien** – shall have the meaning assigned in Section 8 paragraph B.

**Authority** – the New York State Energy Research and Development Authority.

**Benefit Assessment Lien** – shall have the meaning assigned in Section 3, paragraph A.

**Benefited Property** – Qualified Property for which the Qualified Property Owner has entered into a Finance Agreement for a Qualified Project.

**Benefited Property Owner** – the owner of record of a Benefited Property.

**EIC** – the Energy Improvement Corporation, a local development corporation, duly organized under section 1411 of the Not-For-Profit Corporation Law of the State, authorized hereby on behalf of the Municipality to implement the Program by providing funds to Qualified Property Owners and providing for repayment of such funds from money collected by or on behalf of the Municipality as a charge to be levied on the real property.

**Eligible Costs** – costs incurred by the Benefited Property Owner in connection with a Qualified Project and the related Finance Agreement, including application fees, EIC’s Program administration fee, closing costs and fees, title and appraisal fees, professionals’ fees, permits, fees for design and drawings and any other related fees, expenses and costs, in each case as approved by EIC and the Financing Party under the Finance Agreement.

**Enabling Act** – Article 5-L of the General Municipal Law of the State, or a successor law, as in effect from time to time.

**Finance Agreement** – the finance agreement described in Section 6A of this local law.

**Financing Charges** – all charges, fees and expenses related to the loan under the Finance Agreement including accrued interest, capitalized interest, prepayment premiums, and penalties as a result of a default or late payment and costs and reasonable attorneys’ fees incurred by the Financing Party as a result of a foreclosure or other legal proceeding brought against the Benefited Property to enforce any delinquent Annual Installment Liens.

**Financing Parties** – Third party capital providers approved by EIC to provide financing to Qualified Property Owners or other financial support to the Program which have entered into separate agreements with EIC to administer the Program in the Municipality.

**Municipality** – the ______________ of ________________, a municipality of the State constituting a tax district as defined in Section 1102 of the RPTL of the State.
Municipal Lien – a lien on Qualified Property which secures the obligation to pay real property taxes, municipal charges, or governmentally imposed assessments in respect of services or benefits to a Qualified Property.

Non-Municipal Lien – a lien on Qualified Property which secures any obligation other than the obligation to pay real property taxes, municipal charges, or governmentally-imposed assessments in respect of services or benefits to a Qualified Property Owner or Qualified Property.

Program – the Energize NY Open C-PACE Financing Program authorized hereby.

Qualified Project – the acquisition, construction, reconstruction or equipping of Energy Efficiency Improvements or Renewable Energy Systems or other projects authorized under the Enabling Act on a Qualified Property, together with a related Energy Audit, Renewable Energy System Feasibility Study and/or other requirements under or pursuant to the Enabling Act, with funds provided in whole or in part by Financing Parties under the Program to achieve the purposes of the Enabling Act.

Qualified Property – Any real property other than a residential building containing less than three dwelling units, which is within the boundaries of the Municipality that has been determined to be eligible to participate in the Program under the procedures for eligibility set forth under this local law and the Enabling Act and has become the site of a Qualified Project.

Qualified Property Owner – the owner of record of Qualified Property which has been determined by EIC to meet the requirements for participation in the Program as an owner, and any transferee owner of such Qualified Property.

RPTL – the Real Property Tax Law of the State, as amended from time to time.

Secured Amount – as of any date, the aggregate amount of principal loaned to the Qualified Property Owner for a Qualified Project, together with Eligible Costs and Financing Charges, as provided herein or in the Finance Agreement, as reduced pursuant to Section 8, paragraph C.

State – the State of New York.

§3. Establishment of an Energize NY Open C-PACE Financing Program

A. An Energize NY Open C-PACE Financing Program is hereby established by the Municipality, whereby EIC acting on its behalf pursuant to the Municipal Agreement, may arrange for the provision of funds by Financing Parties to Qualified Property Owners in accordance with the Enabling Act and the procedures set forth under this local law, to finance the acquisition, construction, reconstruction, and installation of Qualified Projects and Eligible Costs and Financing Charges approved by EIC and by the Financing Party under the Finance Agreement. EIC, on behalf of the Municipality, and with the consent of the Benefited Property Owner, will record a Benefit Assessment Lien on the Benefited Property in the Secured Amount (the "Benefit Assessment Lien") on the land records for the Municipality. Such recording shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Municipality.
B. Before a Qualified Property Owner and a Financing Party enter into a Finance Agreement which results in a loan to finance a Qualified Project, repayment of which is secured by a Benefit Assessment Lien, a written consent from each existing mortgage holder of the Qualified Property shall be obtained, permitting the Benefit Assessment Lien and each Annual Installment Lien to take priority over all existing mortgages.

§4. Procedures for eligibility

A. Any property owner in the Municipality may submit an application to EIC on such forms as have been prepared by EIC and made available to property owners on the website of EIC and at the Municipality's offices.

B. Every application submitted by a property owner shall be reviewed by EIC, acting on behalf of the Municipality, which shall make a positive or negative determination on such application based upon the criteria enumerated in the Enabling Act and § 5 of this local law. EIC may also request further information from the property owner where necessary to aid in its determination.

C. If a positive determination on an application is made by EIC, acting on behalf of the Municipality, the property owner shall be deemed a Qualified Property Owner and shall be eligible to participate in the Program in accordance with § 6 of this local law.

§5. Application criteria

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

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

B. The amount financed under the Program shall be repaid over a term not to exceed the weighted average of the useful life of Renewable Energy Systems and Energy Efficiency Improvements to be installed on the property as determined by EIC;

C. Sufficient funds are available from Financing Parties to provide financing to the property owner;

D. The property owner is current in payments on any existing mortgage on the Qualified Property;

E. The property owner is current in payments on any real property taxes on the Qualified Property; and

F. Such additional criteria, not inconsistent with the criteria set forth above, as the State, the Municipality, or EIC acting on its behalf, or other Financing Parties may set from time to time.
§6. **Energize NY Finance Agreement**

A. A Qualified Property Owner may participate in the Program through the execution of a finance agreement made by and between the Qualified Property Owner and a Financing Party, to which EIC, on behalf of the Municipality, shall be a third-party beneficiary (the “Finance Agreement”). Upon execution and delivery of the Finance Agreement, the property that is the subject of the Finance Agreement shall be deemed a “Benefited Property”.

B. Upon execution and delivery of the Finance Agreement, the Benefited Property Owner shall be eligible to receive funds from the Financing Party for the acquisition, construction, and installation of a Qualified Project, together with Eligible Costs and Financing Charges approved by EIC and by the Financing Party, provided the requirements of the Enabling Act, the Municipal Agreement and this local law have been met.

C. The Finance Agreement shall include the terms and conditions of repayment of the Secured Amount and the Annual Installment Amounts.

D. EIC may charge fees to offset the costs of administering the Program and such fees, if not paid by the Financing Party, shall be added to the Secured Amount.

§7. **Terms and conditions of repayment**

The Finance Agreement shall set forth the terms and conditions of repayment in accordance with the following:

A. The principal amount of the funds loaned to the Benefited Property Owner for the Qualified Project, together with Eligible Costs and Financing Charges approved by EIC and by the Financing Party, shall be specially assessed against the Benefited Property and will be evidenced by a Benefit Assessment Lien recorded against the Benefited Property on the land records on which liens are recorded for properties within the Municipality. The special benefit assessment shall constitute a “charge” within the meaning of the Enabling Act and shall be collected in annual installments in the amounts certified by the Financing Party in a schedule provided at closing and made part of the Benefit Assessment Lien. Said amount shall be annually levied, billed and collected by EIC, on behalf of the Municipality, and shall be paid to the Financing Party as provided in the Finance Agreement.

B. The term of such repayment shall be determined at the time the Finance Agreement is executed by the Benefited Property Owner and the Financing Party, not to exceed the weighted average of the useful life of the systems and improvements as determined by EIC, acting on behalf of the Municipality.

C. The rate of interest for the Secured Amount shall be fixed by the Financing Party in conjunction with EIC, acting on behalf of the Municipality, as provided in the Finance Agreement.
§8. **Levy of Annual Installment Amount and Creation of Annual Installment Lien**

A. Upon the making of the loan pursuant to the Finance Agreement, the Secured Amount shall become a special Benefit Assessment Lien on the Benefited Property in favor of the Municipality. The amount of the Benefit Assessment Lien shall be the Secured Amount. Evidence of the Benefit Assessment Lien shall be recorded by EIC, on behalf of the Municipality, in the land records for properties in the Municipality. Such recording shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Municipality. The Benefit Assessment Lien shall not be foreclosed upon by or otherwise enforced by the Municipality.

B. The Finance Agreement shall provide for the repayment of the Secured Amount in installments made at least annually, as provided in a schedule attached to the Benefit Assessment Lien (the "Annual Installment Amount"). The Annual Installment Amount shall be levied by EIC, on behalf of the Municipality, on the Benefited Property in the same manner as levies for municipal charges, shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the "Annual Installment Lien") and shall remain a lien until paid. The creation or any recording of the Annual Installment Lien shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Municipality. Payment to the Financing Party shall be considered payment for this purpose. Such payment shall partly or wholly discharge the Annual Installment Lien. Delinquent Annual Installment Amounts may accrue Financing Charges as may be provided in the Finance Agreement. Any additional Financing Charges imposed by the Financing Party pursuant to the Finance Agreement shall increase the Annual Installment Amount and the Annual Installment Lien for the year in which such overdue payments were first due.

C. The Benefit Assessment Lien shall be reduced annually by the amount of each Annual Installment Lien when each Annual Installment Lien becomes a lien. Each Annual Installment Lien shall be subordinate to all Municipal Liens, whether created by Section 902 of the RPTL or by any other State or local law. No portion of a Secured Amount shall be recovered by the Municipality, EIC, or an assignee upon foreclosure, sale or other disposition of the Benefited Property unless and until all Municipal Liens are fully discharged. Each Annual Installment Lien, however, shall have priority over all Non-Municipal Liens, irrespective of when created, except as otherwise required by law.

D. Neither the Benefit Assessment Lien nor any Annual Installment Lien shall be extinguished or accelerated in the event of a default or bankruptcy of the Benefited Property Owner. Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall be collected by EIC, on behalf of the Municipality, at the same time and in the same manner as real property taxes or municipal charges. Each Annual Installment Lien shall remain a lien until paid. Amounts collected in
respect of an Annual Installment Lien shall be remitted to EIC, on behalf of the Municipality, or the Financing Party, as may be provided in the Finance Agreement.

E. EIC shall act as the Municipality’s agent in collection of the Annual Installment Amounts. If any Benefited Property Owner fails to pay an Annual Installment Amount, the Financing Party may redeem the Benefited Property by paying the amount of all unpaid Municipal Liens thereon, and thereafter shall have the right to collect any amounts in respect of an Annual Installment Lien by foreclosure or any other remedy available at law. Any foreclosure shall not affect any subsequent Annual Installment Liens.

F. EIC, on behalf of the Municipality, may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens to Financing Parties that provide financing to Qualified Properties pursuant to Finance Agreements. The Financing Parties may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens received from EIC, on behalf of the Municipality, subject to certain conditions provided in the administration agreement between EIC and the Financing Party. The assignee or assignees of such Benefit Assessment Liens and Annual Installment Liens shall have and possess the same powers and rights at law or in equity as the Municipality would have had if the Benefit Assessment Lien and the Annual Installment Liens had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection.

§9. Verification and report

EIC, on behalf of the Municipality, shall verify and report on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Program in such form and manner as the Authority may establish.

§10. Separability. If any clause, sentence, paragraph, section, or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof involved in the controversy in which such judgment shall have been rendered.

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

BETWEEN

ENERGY IMPROVEMENT CORPORATION

AND

[PARTICIPATING MUNICIPALITY]

RELATING TO

ENERGIZE NY OPEN C-PACE FINANCING PROGRAM

DATED AS OF ________________, 2019
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ENERGY IMPROVEMENT CORPORATION
MUNICIPAL AGREEMENT (OPEN C-PACE)

This Agreement made as of this ___ day of ____, 2019 (the “Agreement”), by and between [County/City/Town/Village], a municipal corporation organized and existing under the laws of the State of New York (the “Participating Municipality”) and the Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York (“EIC”) (both the Participating Municipality and EIC may hereinafter be referred to individually as a “Party” and collectively as the “Parties”), sets forth the duties and obligations of each Party in connection with the Participating Municipality’s participation in the Energize NY Open C-PACE Financing Program (“Open C-PACE” or the “Program”), as more fully described herein. Capitalized terms used herein, unless otherwise defined herein, have the meanings assigned to them in Section 1 herein.

WHEREAS, EIC has established the Program as a sustainable energy financing program pursuant to the Enabling Act through which the member municipalities, including the Participating Municipality, may levy charges against Qualified Properties within the Participating Municipality for the purpose of promoting, facilitating and financing clean energy improvements to Qualified Properties, thereby promoting the public good by reducing greenhouse gas emissions, mitigating the effect of global climate change and lessening the burdens of government;

WHEREAS, the Participating Municipality has adopted the Local Law authorizing the provision of financing through Open C-PACE to Qualified Properties within its geographical boundaries and has authorized EIC to act on its behalf to effectuate Open C-PACE within the Participating Municipality; and

WHEREAS, EIC wishes to provide for the terms and conditions pursuant to which the Participating Municipality will participate in Open C-PACE.

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

1. Definitions.

“Annual Installment Amount” means, with respect to each Benefited Property, the amount of the Benefit Assessment to be repaid by the Benefited Property Owner in installments made at least annually, in accordance with the schedule attached to the Finance Agreement for such Benefited Property. The Annual Installment Amount may be adjusted to reflect any Financing Charges as provided in Section 4(d) of this Agreement.

“Authority” means The New York State Energy Research and Development Authority, as defined by subdivision two of section 1851 of the Public Authorities Law of the State, or its successor.

“Benefit Assessment” means, as of the date a Finance Agreement is executed, the charge assessed against the Qualified Property, as such assessment may be modified pursuant to Section 4(d) of this Agreement, and as otherwise provided in the Finance Agreement.
“Benefit Assessment Lien” means a lien which evidences a Benefit Assessment and is recorded by EIC, on behalf of the Participating Municipality, on the land records against a Benefited Property.

“Benefited Property” means a Qualified Property for which the Qualified Property Owner has entered into a Finance Agreement for a Qualified Project.

“Benefited Property Owner” means the owner of record of a Benefited Property meeting requirements for participation in the Program as an owner.

“Business Day” means any day on which EIC is open for business and banks are not required by law to close in New York, New York.

“Eligible Costs” means costs incurred by the Benefited Property Owner in connection with a Qualified Project and the related Finance Agreement, including application fees, EIC's Program administration fee, closing costs and fees, title and appraisal fees, professionals’ fees, permits, fees for design and drawings and any other related fees, expenses and costs, in each case as approved by EIC and the Financing Party under the Finance Agreement.

“Enabling Act” means Article 5-L of the General Municipal Law of the State, or a successor law, as in effect from time to time.

“Energy Audit” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“Energy Efficiency Improvement” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“Finance Agreement” means a written agreement between a Financing Party and a Qualified Property Owner for the financing of a Qualified Project on the Qualified Property to which EIC, on behalf of the Participating Municipality, shall be a third-party beneficiary.

“Financing Charges” means all charges, fees and expenses related to the Loan including accrued interest, capitalized interest, prepayment premiums and penalties as a result of a default or late payment and costs and reasonable attorneys’ fees incurred by the Financing Party as a result of a foreclosure or other legal proceeding brought against the Benefited Property to enforce any delinquent Annual Installment Liens.

“Financing Party” means any third-party capital provider approved by EIC to provide financing to Qualified Property Owners or other financial support to Open C-PACE which has entered into an agreement with EIC to administer Open C-PACE in the Participating Municipality.

“Loan” means a loan made by a Financing Party to a Qualified Property Owner for a Qualified Project pursuant to Open C-PACE.
"Local Law" means Local Law No. __ pursuant to Municipal Home Rule Law and the Enabling Act, authorizing the provision of financing through the Energize NY Open C-PACE Financing Program.

"Municipal Lien" means a lien on Benefited Property which secures the obligation to pay real property taxes, municipal charges or governmentally imposed assessments in respect of services of benefits to a Benefited Property.

"Non-Municipal Lien" means a lien on Benefited Property which secures any obligation other than the obligation to pay real property taxes, municipal charges, or governmentally-imposed assessments in respect of services or benefits to a Benefited Property Owner or Benefited Property.

"Policies and Procedures" shall have the meaning assigned thereto in Section 3(a)(ii) of this Agreement.

"Qualified Project" means the acquisition, construction, reconstruction or equipping of Energy Efficiency Improvements or Renewable Energy Systems or other projects authorized under the Enabling Act on a Qualified Property, together with a related Energy Audit, Renewable Energy System Feasibility Study and/or other requirements under or pursuant to the Enabling Act, with funds provided in whole or part by Financing Parties under the Program to achieve the purposes of the Enabling Act.

"Qualified Property" means any real property, other than a residential dwelling containing less than three dwelling units, located within the boundaries of the Participating Municipality that has been determined to be eligible to participate in the Program under the procedures for eligibility set forth under this Agreement, the Local Law and the Enabling Act and has become the site of a Qualified Project.

"Qualified Property Owner" means the owner of record of a Qualified Property meeting requirements for participation in the Program as an owner.

"Renewable Energy Systems" is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

"Renewable Energy System Feasibility Study" is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

"RPTL" means the Real Property Tax Law of the State, as amended from time to time.

"State" means the State of New York.

2. **Representation and Warranties of the Parties.**

   (a) **EIC.**

   (i) EIC hereby represents that it is a local development corporation, duly organized under section 1411 of the Not-For-Profit Corporation Law of
the State, authorized to implement the Program by arranging Loans to Qualified Property Owners and providing for repayment of the Loans from monies collected by or on behalf of the Participating Municipality as a Benefit Assessment.

(ii) EIC represents and warrants that it has complied with all laws and regulations concerning its organization, its existence and the transaction of its business and that all necessary steps have been taken to authorize it to execute, deliver and perform its respective obligations under this Agreement, and no consent or approval of any third-party is required for EIC’s execution of this Agreement or the performance of its obligations contained herein. The individual executing this Agreement on behalf of EIC has been and is duly authorized to bind EIC.

(b) Participating Municipality.

(i) Authority. The Participating Municipality is a municipal corporation, constituting a tax district as defined in Section 1102 of the RPTL of the State, duly organized and existing under the laws of the State and has full legal right, power and authority to (i) adopt the Local Law, (ii) assess, collect, remit and assign Benefit Assessments for Benefited Properties located within its geographical boundaries, (iii) levy Benefit Assessment Liens against Benefited Properties located within its geographical boundaries, (iv) conduct its business and own its properties, (v) enter into this Agreement and to comply with its terms, and (vi) carry out and consummate, by contract or otherwise, all other transactions contemplated by its participation in Open C-PACE.

(ii) Adoption of Local Law. The Participating Municipality has on ___________ adopted the Local Law authorizing the provision of financing through Open C-PACE to Qualified Properties for Qualified Projects.

(iii) Approvals and Consents. The Participating Municipality has duly approved the execution and delivery of this Agreement and approved implementation of Open C-PACE by EIC and has authorized EIC to act on its behalf in effectuating Open C-PACE; and any and all consents, authorizations and approvals of any third-party required with respect thereto have been obtained.

(iv) Capacity. The Participating Municipality has the legal, institutional, managerial, technical, contractual and financial capability to (a) ensure adequate and timely assessment and collection of property taxes in the Participating Municipality, (b) levy and record Benefit Assessment Liens on Benefited Properties within its geographical boundaries, and (c) assign or authorize EIC, on its behalf, to assign the Benefit Assessment Liens to
third-party capital providers in connection with the financing of Qualified Projects.

(v) **Binding Obligation.** This Agreement has been duly authorized, executed and delivered by the Participating Municipality and constitutes a legal, valid and binding obligation of the Participating Municipality except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and the application of general principles of equity by a court of competent jurisdiction (whether in an action of law or a proceeding in equity); the defense of sovereign immunity is not available to the Participating Municipality in any proceedings by EIC to enforce any of the obligations of the Participating Municipality under this Agreement.

(vi) **No Action.** There is no claim, action, suit, litigation, proceeding, arbitration, inquiry or investigation of any kind, at law or in equity, before or by any court, public board or body, pending or known to be threatened against the Participating Municipality, nor is there any basis therefore, (i) affecting the creation, organization or existence of the Participating Municipality or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin or in any way contest the execution of this Agreement, the Finance Agreement or any other agreement entered into in connection with the Participating Municipality's participation in the Program, or (iii) seeking to prohibit, restrain, enjoin or in any way contesting or affecting the validity or enforceability of the Local Law, this Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing.

(vii) **No Material Default.** The Participating Municipality is not in material default under any finance agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness of the Participating Municipality. The execution and delivery of this Agreement, and the adoption of the Local Law and compliance with the respective provisions hereof and thereof, will not conflict with or constitute a breach of or material default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Participating Municipality is a party or by which it or any of its property is bound.
3. **Obligations of EIC.**

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

(a) **Program Requirements.**

(i) The establishment and administration of Open C-PACE to provide financing to Qualified Properties within the Participating Municipality in order to promote, facilitate and finance Qualified Projects in accordance with the terms of the Local Law and this Agreement.

(ii) Receive and review (or provide for the review of) applications submitted by Qualified Property Owners within the Participating Municipality for the financing of Qualified Projects, and the approval or disapproval of such applications in accordance with the Authority’s guidelines, any restrictions imposed by the Participating Municipality, and the policies and procedures adopted by EIC with respect to Open C-PACE (the “Policies and Procedures”). The governing Board of EIC reserves the right to reject an application for financing for any reason.

(iii) Prepare and deliver to the Participating Municipality by February 15th of each calendar year an annual report (the “Annual Report”) which shall contain information related to each Benefited Property within the Participating Municipality through December 31st of the immediately preceding calendar year, identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot) including:

A. A list of each Benefited Property for which a Qualified Property Owner executed a Finance Agreement during the prior calendar year (for which a Benefit Assessment Lien was added by EIC, on behalf of the Participating Municipality, to its land records in accordance with Section 3(d) below);

B. A list of each Benefited Property within the Participating Municipality where the Benefit Assessment and all obligations under the related Finance Agreement have been satisfied or paid in full during the prior calendar year, including the satisfaction date and a copy of the notice of satisfaction;

C. The total Annual Installment Amount paid to each Financing Party for each Benefited Property in the Participating Municipality during the prior calendar year;

D. For each Benefited Property with an outstanding Benefit Assessment, (i) the Annual Installment Amount collected in the current year, (ii) any amount of the Annual Installment Amount due and remaining uncollected in the current year, including any
Financing Charges, and (iii) the Annual Installment Amount due to be collected in the following calendar year; and

E. All other information EIC may deem to be relevant to each Benefited Property within the Participating Municipality.

(b) Qualified Project Requirements.

If a Qualified Property Owner requests financing from EIC under the Program, EIC shall:

(i) Require performance of an Energy Audit or Renewable Energy System Feasibility Analysis on the Qualified Property that assesses the expected energy cost savings of the Energy Efficiency Improvements or Renewable Energy Systems over the useful life of such Energy Efficiency Improvements and/or Renewable Energy Systems before approving such financing;

(ii) Impose requirements and criteria to ensure that the proposed Energy Efficiency Improvements or Renewable Energy Systems are consistent with the purpose of the Program;

(iii) Require that the Qualified Property Owner obtain the consent of any existing holder of a mortgage on the Qualified Property substantially in the form of Exhibit C attached hereto, prior to the recording of a Benefit Assessment Lien against the Qualified Property;

(iv) Receive the certificates of completion executed by the Benefited Property Owner or its duly authorized representative during or following installation or construction of the Qualified Project to determine compliance with the Policies and Procedures; and

(v) Verify and report to the Participating Municipality on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Program.

(c) Finance Agreement for Qualified Project. The Financing Party and the Qualified Property Owner shall enter into a Finance Agreement for the Qualified Project which shall set forth the terms and conditions for the disbursement and repayment of the Loan and the duties and obligations of the parties with respect to the acquisition, construction and installation of the Qualified Project. EIC, on behalf of the Participating Municipality, shall be a third-party beneficiary to the Finance Agreement. The Finance Agreement shall state (a) the legal description of the Benefited Property, (b) the total Benefit Assessment that will be levied against the Benefited Property which shall include the cost of the Qualified Project together with any Eligible Costs and Financing Charges approved by EIC and by the Financing Party, (c) the fixed rate of interest on the Loan, and (d) a schedule of the Annual Installment Amounts due in each year of the Loan. Additionally, the Finance Agreement shall disclose the Financing Charges and risks associated with
participation in the Program, including the risk of foreclosure in case of nonpayment of any Annual Installment Amount. Upon execution of the Finance Agreement by the Financing Party and the Qualified Property Owner, the property that is the subject of the Finance Agreement shall be deemed a “Benefited Property.”

(d) Levy and Recording of Benefit Assessment Lien.

(i) Upon execution of a Finance Agreement, EIC, on behalf of the Participating Municipality, shall promptly record the Benefit Assessment Lien against the Benefited Property in the land records for properties in the Participating Municipality. The Benefit Assessment Lien shall be substantially in the form of Exhibit A to this Agreement and include a legal description of the Benefited Property and a schedule of the Annual Installment Amounts due in each year of the Loan. There shall be no charge, mortgage recording tax or other fee for recording the Benefit Assessment Lien on the land records for the Participating Municipality in the same manner as if recorded by the Participating Municipality. As provided in the Enabling Act and the Local Law, the Benefit Assessment levied pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the Benefited Property on which they are made until they are paid. The Benefit Assessment shall be payable by the Benefited Property Owner in Annual Installment Amounts as provided in the Finance Agreement. Only delinquent Annual Installment Amounts that are due and owing may be subject to enforcement.

(ii) Pursuant to the Finance Agreement, the final amount of the Benefit Assessment may be adjusted after the recording of the Benefit Assessment Lien on the land records for the Participating Municipality. Such an adjustment would likely be the result of a change in the energy improvement service contract amount during the construction period, additional Financing Charges, or an amendment to the Finance Agreement. In the event that the final Benefit Assessment needs to be adjusted at the completion of the Qualified Project, or any other time, EIC, on behalf of the Participating Municipality, will record the new Benefit Assessment Lien on the land records to reflect such adjustment, together with a new schedule of Annual Installment Amounts. Such recording of the new Benefit Assessment Lien against the Benefited Property shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Participating Municipality.

(e) Annual Installment Liens.

(i) As provided in the Local Law, each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall become a lien on the Benefited Property as of the first day of January of the fiscal year
for which levied (the “Annual Installment Lien”) and shall remain a lien until paid. Payment to the Financing Party shall be considered payment for this purpose. Delinquent Annual Installment Amounts may accrue Financing Charges as may be provided in the Finance Agreement. Any additional Financing Charges imposed by the Financing Party pursuant to the Finance Agreement shall increase the Annual Installment Amount and the Annual Installment Lien for the year in which such overdue payments were first due.

(ii) The Benefit Assessment Lien shall be automatically reduced annually by the amount of each Annual Installment Lien when each Annual Installment Lien becomes a lien. Each Annual Installment Lien shall be subordinate to all Municipal Liens, whether created by Section 902 of the RPTL or any other State or Local Law. No Annual Installment Amount shall be recovered by the Participating Municipality, EIC, or any assignee upon foreclosure, sale or other disposition of the Benefited Property unless and until all Municipal Liens are fully discharged. Each Annual Installment Lien, however, shall have priority over all Non-Municipal Liens, irrespective of when created, except as otherwise required by law.

(iii) Neither the Benefit Assessment Lien nor any Annual Installment Lien shall be extinguished or accelerated in the event of a default or bankruptcy of the Benefited Property Owner. Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall be collected by EIC, on behalf of the Participating Municipality, at the same time and in the same manner as real property taxes or municipal charges. Each Annual Installment Lien shall remain a lien until paid. Amounts collected in respect of an Annual Installment Lien shall be remitted to EIC or the Financing Party, as may be provided in the Finance Agreement.

(f) Final Payment and Release. Upon notice from the Financing Party that the Benefit Assessment has been satisfied and paid in full, together with all Eligible Costs and Financing Charges provided under the Finance Agreement, EIC, on behalf of the Participating Municipality, will execute a release of the Benefit Assessment Lien and record such Release on the land records for the Participating Municipality. There shall be no charge, mortgage recording tax or other fee for recording the Release of the Benefit Assessment Lien on the land records for the Participating Municipality in the same manner as if recorded by the Participating Municipality.

(g) Billing and Collection of Annual Installment Amounts.

(i) The Finance Agreement shall provide for the repayment of the Benefit Assessment in Annual Installment Amounts. EIC will act as the Participating Municipality’s agent in the billing and collection of the Benefit Assessment for each Benefited Property listed in the Annual Report in accordance with the related Finance Agreement.
(ii) In the event of a default in payment of any Annual Installment Amount for a Benefited Property, EIC agrees to take at least the following steps to collect the delinquent Annual Installment Amount on behalf of the Participating Municipality:

A. Mail a written notice of delinquency and demand for payment to the Benefited Property Owner by both certified mail, return receipt requested, and first class mail; and

B. Mail a second notice of delinquency to the Benefited Property Owner by both certified mail, return receipt requested, and first class mail at least 30 days after the date of the first notice if the delinquency is continuing.

(iii) If the Benefited Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, then the Financing Party may redeem the Benefited Property and pursue collection of the delinquent Annual Installment Amounts as provided in paragraph (h) of this Section 3.

(h) Collection of Delinquent Payments.

(i) If any Benefited Property Owner fails to pay an Annual Installment Amount, the Financing Party may redeem the Benefited Property by paying the amount of all unpaid Municipal Liens thereon, and thereafter have the right to collect any amounts in respect of an Annual Installment Lien by foreclosure pursuant to the RPTL or any other remedy available at law.

(ii) EIC shall provide written notice to the Participating Municipality of the institution of a judicial foreclosure or other proceeding against any Benefited Property located within the Participating Municipality for payment of delinquent Annual Installment Amounts.

4. Obligations of the Participating Municipality.

(a) Appointment of EIC as Agent. The Participating Municipality hereby appoints EIC to act as its agent in the administration of the Open C-PACE Program within the Participating Municipality and in its dealings with Financing Parties, Qualified Property Owners and Benefited Property Owners. EIC is authorized on behalf of the Participating Municipality to levy and record the Benefit Assessment Lien, any amendments or assignments thereof and any Release of the Benefit Assessment Lien in the land records for properties in the Participating Municipality without charge, and to take any reasonable actions in the performance of its duties hereunder.
(b) **Assignment of Benefit Assessment Lien.**

(i) The Participating Municipality authorizes EIC, on its behalf, to sell or assign any and all Benefit Assessment Liens and Annual Installment Liens to a Financing Party that provides financing to a Qualified Property pursuant to a Finance Agreement. The Assignment of Benefit Assessment Lien shall be in substantially the form attached hereto as Exhibit B, and shall be filed by EIC, on behalf of the Participating Municipality, in the land records for the Participating Municipality at the same time as the Benefit Assessment Lien.

(ii) The Financing Party may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens received from EIC, on behalf of the Participating Municipality, subject to certain conditions provided in the administration agreement between EIC and the Financing Party. The assignee or assignees of such Benefit Assessment Liens and Annual Installment Liens shall have and possess the same powers and rights at law or in equity as the Participating Municipality would have had if the Benefit Assessment Lien and Annual Installments Liens had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection.

(c) **Notices.**

(i) Within 10 days of EIC’s request, the Participating Municipality will provide written notice to EIC of any delinquency in the payment of real property taxes by a Benefited Property Owner if the Benefited Property is subject to a Benefit Assessment Lien.

(ii) The Participating Municipality will also provide written notice to EIC of any sale or assignment of its real property taxes or any institution of a judicial foreclosure or other proceeding against any Benefited Property for delinquent real property taxes if such Benefited Property is subject to a Benefit Assessment Lien.

(d) **Promotion of Program; Assistance to EIC; Modification of Program.**

(i) The Participating Municipality shall use good faith efforts to assist EIC in local marketing efforts and outreach to the local business community to encourage participation in the Program such as including Program information on the Participating Municipality’s website.

(ii) The Participating Municipality shall use good faith efforts to assist in gathering and providing information for EIC to administer the Program.

(iii) Except with respect to Qualified Properties for which an application has previously been submitted, the Participating Municipality may at any time modify Open C-PACE by changing the types of properties that may
receive financing for Qualified Projects. The Participating Municipality shall provide written notice to EIC of such proposed modification. The proposed modification shall only become effective upon written approval from EIC provided to the Participating Municipality, which shall not be unreasonably withheld. Such approval shall have no effect on the duties and obligations owed by each Party hereto in connection with this Agreement and any Benefited Property for which a Finance Agreement was executed prior thereto.

5. **Indemnification**

EIC agrees that it will protect, defend, indemnify and hold harmless the Participating Municipality and its officers, agents and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including reasonable attorney’s fees, arising out of or in connection with the negligent actions of EIC’s officers, employees and agents under this Agreement. This provision shall survive termination of this Agreement.

6. **Term.**

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the Benefit Assessments for Benefited Properties in the Participating Municipality have been paid in full or deemed no longer outstanding. The Participating Municipality may opt-out of continuation in the program at any time on sixty (60) days advance notice to EIC, provided that the provisions of this Agreement shall continue with regard to Benefit Assessments assessed prior to such termination date until the Benefit Assessments have been paid in full or are no longer outstanding.

7. **Default.**

Each Party shall give the other Party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting Party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within 30 days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other Party of the actual cure of any such default. The Parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance, provided, however, in no event shall either Party have the right to terminate this Agreement prior to the expiration of the Term, except as provided in accordance with Section 6 of this Agreement.

8. **Remedies Upon Default.**

Should the Participating Municipality default in any of its obligations hereunder, EIC shall be entitled to any remedy it may have at law and as set forth below. EIC may utilize any one or all of these remedies at EIC’s sole discretion:

(a) EIC may sue the Participating Municipality for specific enforcement of this Agreement;
(b) EIC shall have the right to discontinue providing any new financings to Qualified Properties located within the Participating Municipality.

(c) EIC may suspend the Participating Municipality’s membership in EIC.

(d) EIC shall have all other rights and remedies provided by law.

9. **Miscellaneous.**

(a) **Assignment or Transfer.**

Except as provided in Section 4(b) hereof, neither Party may assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State or to a private party or entity without the prior written consent of the other Party.

(b) **Severability.**

If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(c) **Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

(d) **Notices.**

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

**EIC:**

Susan Morth  
Co-Executive Director  
Energy Improvement Corporation  
2051 Baldwin Road  
Yorktown Heights, NY 10598  
E-mail: susanm@energizeny.org
Mark Thielking  
Co-Executive Director  
Energy Improvement Corporation  
2051 Baldwin Road  
Yorktown Heights, NY 10598  
E-mail: mark@energizeny.org

Alain Pierroz  
Co-Executive Director  
Energy Improvement Corporation  
2051 Baldwin Road  
Yorktown Heights, NY 10598  
E-mail: alainp@energizeny.org

With a copy to:

Anna Lee, Esq.  
Partner  
Norton Rose Fulbright US LLP  
1301 Avenue of the Americas  
New York, New York 10019

PARTICIPATING MUNICIPALITY: ____________________________

With a copy to:

[Participating Municipality’s counsel]

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

(e) **Amendment and Waivers.**

Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by EIC and the Participating Municipality.

(f) **Governing Law.**

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

(g) **Entire Agreement.**

This instrument constitutes the entire agreement between the Parties with respect to the Open C-PACE Program and supersedes all previous discussions,
understandings and agreements between the Parties relating to the Open C-PACE Program.
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

Date: _____________, 20___

ENERGY IMPROVEMENT CORPORATION

By: ____________________________
   Name:
   Title:

Date: _____________, 20___

PARTICIPATING MUNICIPALITY NAME:

By: ____________________________
   Name:
   Title:
EXHIBIT A

CERTIFICATE OF LEVY AND LIEN OF BENEFIT ASSESSMENT

Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York ("EIC"), acting on behalf of [County/City/Town/Village] (the "Participating Municipality") pursuant to Article 5-L of the General Municipal Law of the State of New York and the Local Law adopted by the Participating Municipality establishing the Energize NY Open C-PACE Financing Program in the Participating Municipality, and the Municipal Agreement between the Participating Municipality and EIC dated _____________, 2019, HEREBY LEVIES A BENEFIT ASSESSMENT AGAINST AND LIEN UPON certain real property commonly referred to as ____________________ and described more particularly in the attached Exhibit A (the "Benefited Property"), situated in the Participating Municipality and owned on the date hereof in whole or in part by ____________________ (the "Benefited Property Owner"), said levy and lien shall secure the repayment of financing for energy improvements or other improvements from time to time authorized by the Enabling Act made or to be made to the Benefited Property pursuant to that certain Finance Agreement, by and between the Benefited Property Owner and [Capital Provider] dated _____________, 2019, as may be amended (the "Finance Agreement"). The amount and repayment of said levy and lien, as determined by EIC, on behalf of the Participating Municipality, are as follows: an installment payment schedule set forth in the attached Exhibit B is in effect, for payment of the Benefit Assessment, and is based on the principal amount of the Benefit Assessment of $____________, with interest thereon at a fixed rate equal to ____% per annum, with [#] annual installments of principal and interest (the "Annual Installment Amount") due and payable pursuant to the Finance Agreement. The Annual Installment Amount may be adjusted to reflect any permitted prepayments received or additional interest or charges due to late payments or defaults, as provided in the Finance Agreement.

Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the "Annual Installment Lien") and shall remain a lien until paid. In the event that any Annual Installment Amount shall remain unpaid for thirty days after the same shall become due and payable, interest and other charges shall be charged upon the unpaid Annual Installment Amount at the rate of ____% per annum, as provided in the Finance Agreement. All existing holders of any mortgage on the Benefited Property have consented to the levy and assessment of the Benefit Assessment Lien by the Participating Municipality against the Benefited Property, and copies of such consents have been provided to EIC.

At such time as the principal and interest payments of the Benefit Assessment have been satisfied and paid in full, a release of this Certificate shall be filed by EIC, on behalf of the Participating Municipality, in the land records for the Participating Municipality evidencing such release.

This Certificate constitutes a certificate of lien and is filed pursuant to the provisions of the Local Law to evidence a lien for the Benefit Assessment levied upon the Benefited Property for the special benefits conferred upon said Benefited Property by the energy improvements related thereto. Pursuant to the Act, this lien shall take precedence over all other liens or
encumbrances except a lien for taxes of the Participating Municipality on real property, municipal charges, or governmentally imposed assessments in respect of services or benefits to the Property, which liens shall have priority over this lien.

The portion of this Certificate which constitutes a levy of Benefit Assessment and notice of installment payment of Benefit Assessment is filed pursuant to the provisions of the Local Law and the General Municipal Law of the State of New York, as amended.

Dated at ______________________, New York this ___ day of ________________ 20__.

By: __________________________________________
    Energy Improvement Corporation
    Name:
    Title:

Acknowledged and Agreed:

this ___ day of ______________, 20___

____________________________________
    Property Owner
STATE OF NEW YORK

COUNTY OF ________________________

On this the ___ day of ______________________ 20__, before me ________________________, the undersigned officer, personally appeared ________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained and that he/she acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an authorized officer of the Energy Improvement Corporation, acting on behalf of [County/City/Town/Village].
STATE OF NEW YORK 
) 
COUNTY OF 
) 

ss.: ____________________________

On this the ___ day of ____________, 20___, before me __________________________, the undersigned officer, personally appeared __________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained and that he/she acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an authorized officer of the [Property Owner].

________________________________________
Received for Record: ____________ ___, 20__ at _______ A.M./P.M.

Recorded in the _________________ land records at Volume __________, Page ______.

_____________________________________
Clerk of [County/City/Town/Village]
EXHIBIT B

ASSIGNMENT OF BENEFIT ASSESSMENT LIEN

KNOW ALL PERSONS BY THESE PRESENTS, that Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York (hereinafter referred to as “EIC” or the “Assignor”), acting on behalf of [County/City/Town/Village], a New York municipal corporation (the “Municipality”), pursuant to Article 5-L of the General Municipal Law of the State of New York and the Local Law adopted by the Municipality establishing the Energize NY Open C-PACE Financing Program in the Municipality, and the Municipal Agreement between the Municipality and EIC dated ___________ __, 2019 (the “Municipal Agreement”), in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby quit-claims, grants, bargains, sells, conveys, assigns, transfers and sets over unto [Capital Provider] (the “Assignee”) under that certain Finance Agreement, by and between the Benefited Property Owner and [Capital Provider] dated ______________ __, 2019, as may be amended (the “Finance Agreement”), without warranty and without recourse, all of its right, title and interest in and to that certain Benefit Assessment Lien and each Annual Installment Lien and the debts secured thereby together with such interest, fees, and expenses of collection as may be provided by law, filed by EIC, on behalf of the Municipality, on the land records, on property owned on the date hereof in whole or in part by ______________ and as described on Exhibit A and also commonly referred to as ______________, attached hereto and made a part hereof (the “Benefit Assessment Lien”), to have and to hold the same unto the said Assignee, its successor and assigns forever.

This Assignment is made, given and executed pursuant to the authority granted to Assignor as agent of the Municipality pursuant to Article 5-L of the General Municipal Law of the State of New York, the Local Law and the Municipal Agreement.

By execution of this Assignment, the Assignor assigns to Assignee, and the Assignee assumes, all of the rights at law or in equity, obligations, powers and duties as the Assignor or the Municipality would have with respect to the Benefit Assessment Lien, if the Benefit Assessment Lien had not been assigned with regard to precedence and priority of such Benefit Assessment Lien, the accrual of interest, charges, fees and expenses of collection, pursuant to the Local Law.

This Assignment by the Assignor is absolute and irrevocable and the [County/City/Town/Village] shall retain no interest, reversionary or otherwise, in the Benefit Assessment Lien.
IN WITNESS WHEREOF, we have hereunto set our hands and seal this ___ day of ______________, 20__.

Assignor

By: ________________________________
   Energy Improvement Corporation
   Name: ____________________________
   Title: _____________________________

Acknowledged and Agreed:

this ___ day of ______________, 20__

[Capital Provider]
STATE OF NEW YORK

COUNTY OF __________________________

ss.: __________________________

On this the ___ day of __________________________ 20___, before me __________________________, the undersigned officer, personally appeared __________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained and that he/she acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an authorized officer of the Energy Improvement Corporation, acting on behalf of [County/City/Town/Village].

_______________________________
STATE OF NEW YORK )
COUNTY OF ____________________

) ss.:____________________

On this the ___ day of ___________________ 20__, before me ________________________,
the undersigned officer, personally appeared ________________________, known to me
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and
acknowledged that he/she executed the same for the purposes therein contained and that he/she
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an
authorized officer of the [Capital Provider].

______________________________

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B-4
Received for Record: ________________, 20__ at ______ A.M./P.M.

Recorded in the ________________ land records at Volume ________, Page _______.

Clerk of [County/City/Town/Village]
EXHIBIT C

FORM OF CONSENT OF MORTGAGE HOLDERS

Date: 
Property/Loan Information: 
Address: 
Owner: 
Municipality: 
APN: 
Loan Number: 

This Mortgage Holder Consent to Benefit Assessment (this “Consent”) is given by the undersigned entity, which is a mortgage holder (“Mortgage Holder”) on the above-referenced property (the “Property”) with respect to the above-referenced loan (the “Loan”).

RECENTALS

Mortgage Holder is in receipt of written notice (the “Notice”) from the above-referenced owner of the Property (the “Property Owner”) that it intends to finance installation on the Property of certain energy efficiency and/or renewable energy improvements that will be permanently fixed to the Property (the “Authorized Improvements”) by participating in the Energize NY Open C-PACE Financing Program (the “Program”), sponsored by the Municipality.

Mortgage Holder understands that, as a result of an agreement between Energy Improvement Corporation (“EIC”), on behalf of the Municipality, and the Property Owner, the Benefit Assessment described in the Notice will be levied on the Property, and that the Benefit Assessment will be collected in annual installments as provided in the financing agreement for the Authorized Improvements (the “Finance Agreement”), in the same manner as and subject to the same penalties, remedies and lien priorities as real property taxes or municipal charges.

CONSENT

The undersigned hereby represents that it is authorized to execute this Consent on behalf of Mortgage Holder. Mortgage Holder hereby confirms:

A. Mortgage Holder is in receipt of written notice (the “Notice”) from the above-referenced owner of the Property (the “Property Owner”) that it intends to finance installation on the Property of certain energy efficiency and/or renewable energy improvements that will be permanently fixed to the Property by participating in the Program sponsored by the Municipality.

B. Mortgage Holder understands that, as a result of an agreement between EIC, on behalf of the Municipality, and the Property Owner, the Benefit Assessment described in the Notice will be levied on the Property, and that the Benefit Assessment will be collected by EIC, on behalf of the Municipality, in annual installments as provided in the Finance Agreement in the same manner as and subject to the same penalties, remedies and lien priorities as real property taxes or municipal charges.
municipal charges. Mortgage Holder acknowledges that each annual installment in respect of the Benefit Assessment shall create an Annual Installment Lien, and if such annual installment is not paid when due, each Annual Installment Lien shall constitute a statutory lien on the Property that is superior to the lien of the Loan.

C. Mortgage Holder acknowledges that the Benefit Assessment constitutes a statutory lien on the Property that is superior to the lien of the Loan.

D. This Consent shall not prohibit Mortgage Holder from pursuing any and all rights and remedies available to collect from Property Owner all amounts due to it under the Loan documents. Mortgage Holder shall have the right to cure any nonpayment by Property Owner of real property taxes and assessments (including the Benefit Assessment) to the same extent as Mortgage Holder has a right to cure nonpayment of real property taxes.

E. Mortgage Holder agrees that the levy of the Benefit Assessment will not constitute an event of default or trigger the exercise of any remedies under the Loan documents.

Mortgage Holder hereby acknowledges that the Property Owner and the Municipality will rely on the representation and consent of Mortgage Holder set forth in this Consent.

Dated this ___ day of __________, 2019

MORTGAGE HOLDER

By: ____________________________
Name: __________________________
Title: __________________________
STATE OF NEW YORK

                                    )

                                    )

COUNTY OF ________________________)

On this the ___ day of _______________ 20___, before me ____________________,
the undersigned officer, personally appeared ____________________, known to me
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and
acknowledged that he/she executed the same for the purposes therein contained and that he/she
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an
authorized officer of the [Mortgage Holder].
May 2, 2019

Interested Agencies

Re: Lake Shenorock and Lake Lincolndale Sanitary Sewer Districts
   Somers, NY 10589

The proposed action seeks to create Sanitary Sewer Districts for Lake Shenorock and Lake Lincolndale. Two separate districts are proposed to be formed, one for a portion of Lake Shenorock and all of Lake Lincolndale, connecting to the existing Heritage Hills Wastewater Treatment plant, and the second for the remainder of properties in Lake Shenorock, connecting to the Westchester County Peekskill Sanitary Sewer System. The proposed sanitary sewer districts would be administered by the Town of Somers. In total, 724 properties in Lake Shenorock would be included in the district and 302 properties in Lake Lincolndale would be included in the district.

At its meeting of May 2, 20189 the Town of Somers Town Board voted to declare its intent to be Lead Agency for the Proposed Action under SEQR based on its review of a Full EAF –Part 1 dated May 1, 2019.

The Proposed Action is Type 1 action pursuant to Chapter 92 of the Code of the Town of Somers. The Town Board will conduct a coordinated environmental review. The attached Notice of Intent to Be Lead Agency and attached Part 1 of the EAF are being distributed to interested agencies for their information.

Rick Morrissey
Town Supervisor

Attach. – Notice of Intent to Be Lead Agency
           SEQR Distribution List
           Full Environmental Assessment Form – Part 1

Cc: Interested Agencies
    See Attached List
NOTICE OF SEQR ACTIONS – Proposed Formation of Sanitary Sewer Districts for Lake Shenorock and Lake Lincolndale

Notice of Intent to Act as Lead Agency

Issued by Town of Somers Town Board
Westchester County, New York

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 for a Proposed formation of Sanitary Sewer Districts for Lake Shenorock and Lake Lincolndale.

The Somers Town Board at its meeting of May 2, 2019 declared its intent to establish itself 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: Town Board, Town of Somers
Somers Town House
335 Route 202
Somers, New York 10589

TITLE OF ACTION: Lake Shenorock and Lake Lincolndale Sanitary Sewer District (Phase 1)
Lake Shenorock Sanitary Sewer District (Phase 2)

DESCRIPTION OF ACTION: The proposed action seeks to create Sanitary Sewer Districts for Lake Shenorock and Lake Lincolndale. Two separate districts are proposed to be formed, one for a portion of Lake Shenorock and all of Lake Lincolndale, connecting to the existing Heritage Hills Wastewater Treatment plant, and the second for the remainder of properties in Lake Shenorock, connecting to the Westchester County Peekskill Sanitary Sewer System. The proposed sanitary sewer districts would be administered by the Town of Somers. In total, 724 properties in Lake Shenorock would be included in the district and 302 properties in Lake Lincolndale would be included in the district.

LOCATION: Lake Lincolndale and Lake Shenorock, Somers NY, Westchester County
SUPPLEMENTAL INFORMATION: A Long Form (EAF) Part 1 has been prepared for the Proposed Action. This form is being distributed to all Involved and Interested Agencies (see list below), and this information is also available for review in the Planning and Engineering office at the Town House and on the Town's web site.

Contact: Syrette Dym, AICP, Director of Planning
         335 Route 202
         Somers, New York 10589

Telephone: 914-277-5366

Date of this Notice: May 2, 2019

SEQR DISTRIBUTION LIST – See Attached
SEQR DISTRIBUTION LIST – Proposed formation of Sanitary Sewer Districts for Lake Shenorock and Lake Lincolndale in the Town of Somers, NY

Interested Agencies

New York State Department of Environmental Conservation
Division of Environmental Permits--Region 3
21 South Putt Corners Road
New Paltz, New York 12561-1696
Attn.: Kelly Turturro, Regional Director

New York City Department of Environmental Protection
465 Columbus Avenue
Valhalla, New York 10595
Attn.: Mariyam Zachariah

Office of the State Comptroller
110 State Street
Albany, NY 12236
Attn.: Thomas DiNapoli

Westchester County Department of Health
25 Moore Avenue
Mt. Kisco, New York 10549
Attn: Frederick Beck

Westchester County Planning Board
432 Michaelian Office Building
White Plains, New York 10601
Attn: Millie McGraw

Town of Somers Town Clerk
Somers Town House
335 Route 202
Somers, New York 10589
Attn.: Patricia Kalba, Town Clerk

Somers Planning Board
Somers Town House
335 Route 202
Somers, New York 10589

Town of Somers Open Space Committee
Somers Town House
335 Route 202
Somers, New York 10589

Architecture Review Board
Somers Town House
335 Route 202
Somers, New York 10589

Somers Bureau of Fire Prevention
Somers Town House
335 Route 202
Somers, New York 10589

Town of Somers Parks & Recreation Board
Somers Town House
335 Route 202
Somers, New York 10589
Town of Somers Police Department
Somers Town House
335 Route 202
Somers, NY 10589

**Other Lead Agency Representatives**

Syrette Dym, Director of Planning
Somers Town House
335 Route 202
Somers, New York 10589

Woodard & Curran Engineering P.A. P.C.
709 Westchester Avenue Suite L2
White Plains, NY 10604
Attn: Joseph Barbagallo, Senior Vice President

Stephans, Baroni Reilly & Lewis LLP
175 Main Street White Plains, NY 10601
Attn: Roland A. Baroni, Esq.
**Full Environmental Assessment Form**

**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

<table>
<thead>
<tr>
<th>Name of Action or Project:</th>
<th>Lincolndale/Shenorock Sanitary Sewer District (Phase 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Location (describe, and attach a general location map): Lincolndale and Shenorock, hamlets within the town of Somers in northern Westchester County, located about 45 miles north of New York City. See Map.</td>
<td></td>
</tr>
<tr>
<td>Brief Description of Proposed Action (include purpose or need): The Proposed Action will provide 363 parcels with municipal sewer service to reduce nutrient loads into the Armonk Reservoir from existing onsite wastewater treatment/septic systems. A proposed sewer collection system will convey wastewater to the existing Heritage Hills Wastewater Treatment Plant (WWTP). The proposed collection system will consist of gravity and low pressure components and two lift stations: the Shenorock Lift Station, located north of Lake Shenorock, will pump flow to the Lincolndale Lift Station, which will pump to the Peekskill Sanitary Sewer District. Existing sewer laterals from individual residential parcels will be connected to the new sewer collection system and onsite wastewater/septic systems will be abandoned.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Applicant/Sponsor:</th>
<th>Telephone: 914-277-3837</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rick Morrissey, Town Supervisor</td>
<td>E-Mail: <a href="mailto:supervisor@somersny.com">supervisor@somersny.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>335 Route 202</th>
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<table>
<thead>
<tr>
<th>City/PO:</th>
<th>Somers</th>
</tr>
</thead>
<tbody>
<tr>
<td>State:</td>
<td>NY</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>10589</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Contact (if not same as sponsor; give name and title/role): Same as above</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
</tr>
<tr>
<td>E-Mail:</td>
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<tr>
<th>Address:</th>
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<tr>
<th>City/PO:</th>
<th>State:</th>
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<tbody>
<tr>
<td>Zip Code:</td>
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<table>
<thead>
<tr>
<th>Property Owner (if not same as sponsor):</th>
</tr>
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<tbody>
<tr>
<td>Telephone:</td>
</tr>
<tr>
<td>E-Mail:</td>
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<tbody>
<tr>
<td>Zip Code:</td>
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</table>
### B. Government Approvals

#### B. Government Approvals, Funding, or Sponsorship.
("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

<table>
<thead>
<tr>
<th>Government Entity</th>
<th>If Yes: Identify Agency and Approval(s) Required</th>
<th>Application Date (Actual or projected)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. City Counsel, Town Board, or Village Board of Trustees</td>
<td>☑ Yes ☐ No</td>
<td>Town of Somers Town Board</td>
</tr>
<tr>
<td>b. City, Town or Village Planning Board or Commission</td>
<td>☐ Yes ☑ No</td>
<td></td>
</tr>
<tr>
<td>c. City, Town or Village Zoning Board of Appeals</td>
<td>☐ Yes ☑ No</td>
<td></td>
</tr>
<tr>
<td>d. Other local agencies</td>
<td>☐ Yes ☑ No</td>
<td></td>
</tr>
<tr>
<td>e. County agencies</td>
<td>☑ Yes ☐ No</td>
<td>Westchester County Department of Health</td>
</tr>
<tr>
<td>f. Regional agencies</td>
<td>☑ Yes ☐ No</td>
<td>New York City Department of Environmental Protection</td>
</tr>
<tr>
<td>g. State agencies</td>
<td>☐ Yes ☑ No</td>
<td>Office of State Comptroller, New York State Department of Environmental Conservation</td>
</tr>
<tr>
<td>h. Federal agencies</td>
<td>☐ Yes ☑ No</td>
<td></td>
</tr>
<tr>
<td>i. Coastal Resources.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?</td>
<td>☐ Yes ☑ No</td>
<td></td>
</tr>
<tr>
<td>2. Is the project site located in a community with an approved Local Waterfront Revitalization Program?</td>
<td>☐ Yes ☑ No</td>
<td></td>
</tr>
<tr>
<td>3. Is the project site within a Coastal Erosion Hazard Area?</td>
<td>☐ Yes ☑ No</td>
<td></td>
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</tbody>
</table>

### C. Planning and Zoning

#### C.1. Planning and zoning actions.
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?  
- **If Yes**, complete sections C, F and G.  
- **If No**, proceed to question C.2 and complete all remaining sections and questions in Part 1

#### C.2. Adopted land use plans.

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<tbody>
<tr>
<td>a. Do any municipally-adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?</td>
<td>☑ Yes ☐ No</td>
<td></td>
</tr>
<tr>
<td>If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?</td>
<td>☑ Yes ☐ No</td>
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</tr>
<tr>
<td>b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other)?</td>
<td>☑ Yes ☐ No</td>
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<tr>
<td>If Yes, identify the plan(s):</td>
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<tr>
<td>c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?</td>
<td>☐ Yes ☑ No</td>
<td></td>
</tr>
<tr>
<td>If Yes, identify the plan(s):</td>
<td></td>
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</tbody>
</table>
### C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance?
   - Yes □ No □

   Project is located within the Town’s R10 residential zoning district.

b. Is the use permitted or allowed by a special or conditional use permit?
   - Yes □ No □

c. Is a zoning change requested as part of the proposed action?  
   - Yes □ No □
   i. What is the proposed new zoning for the site?

### C.4. Existing community services.

a. In what school district is the project site located? Somers Central School District

b. What police or other public protection forces serve the project site?
   Somers Town Police Department

c. Which fire protection and emergency medical services serve the project site?
   Somers Volunteer Fire Department

d. What parks serve the project site?
   There are 219 acres of parks within the Town of Somers that serve the Project Site: Koegel Park (68 acres), Rois Park (82 acres), Van Tassel Memorial Park (20 acres), Vincent J. Zappi Park (45 acres), and West Somers Park (4 acres)

### D. Project Details

#### D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Municipal sewer collections system in public right-of-way with residential components consisting of connecting existing sewer laterals and abandonment of onsite wastewater/septic systems

b. a. Total acreage of the site of the proposed action? 167 acres
   b. Total acreage to be physically disturbed? 2.4 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? NA acres

c. Is the proposed action an expansion of an existing project or use?  
   - Yes □ No □
   i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % ____________

   Units: ____________

d. Is the proposed action a subdivision, or does it include a subdivision?  
   - Yes □ No □
   i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
      1. Is a cluster/conservation layout proposed?  
         - Yes □ No □
      2. Number of lots proposed? ____________
      3. Minimum and maximum proposed lot sizes? Minimum ____________ Maximum ____________

e. Will the proposed action be constructed in multiple phases?  
   - Yes □ No □
   i. If No, anticipated period of construction: ____________ months
   ii. If Yes:
      1. Total number of phases anticipated
      2. Anticipated commencement date of phase 1 (including demolition) ____________ month ____________ year
      3. Anticipated completion date of final phase ____________ month ____________ year
      4. Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: ____________
f. Does the project include new residential uses?  
If Yes, show numbers of units proposed.  

<table>
<thead>
<tr>
<th></th>
<th>One Family</th>
<th>Two Family</th>
<th>Three Family</th>
<th>Multiple Family (four or more)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Phase</td>
<td></td>
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<tr>
<td>At completion</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>of all phases</td>
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</table>

g. Does the proposed action include new non-residential construction (including expansions)?  
If Yes,  
  i. Total number of structures  
  ii. Dimensions (in feet) of largest proposed structure: _______height; _______width; and _______length  
  iii. Approximate extent of building space to be heated or cooled: _______square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?  
If Yes,  
  i. Purpose of the impoundment:  
  ii. If a water impoundment, the principal source of the water:  
  □ Ground water  □ Surface water streams  □ Other specify:  
  iii. If other than water, identify the type of impounded/contained liquids and their source.  
  iv. Approximate size of the proposed impoundment.  Volume: _______ million gallons; surface area: _______ acres  
  v. Dimensions of the proposed dam or impounding structure: _______height; _______length  
  vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both?  
   □ Yes □ No  
   (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)  
If Yes:  
  i. What is the purpose of the excavation or dredging?  
  Construction of sewer collection pipes, abandoning onsite wastewater/septic systems  
  ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?  
  • Volume (specify tons or cubic yards): _______  
  • Over what duration of time? 12-18 months  
  iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.  
  Excavation and backfill of onsite material for installation of sewer infrastructure

  iv. Will there be onsite dewatering or processing of excavated materials?  
  If yes, describe.  
  □ Yes □ No

  v. What is the total area to be dredged or excavated? _______ acres  
  vi. What is the maximum area to be worked at any one time? _______ acres  
  vii. What would be the maximum depth of excavation or dredging? _______ feet  
  viii. Will the excavation require blasting?  
  □ Yes □ No  
  ix. Summarize site reclamation goals and plan:

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?  
   □ Yes □ No  
If Yes:  
  i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description):  
  Wetland ID F-26, Class 2 is within the project area.
ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres. The size of the wetland will not be impacted, nor will the channels, banks and shorelines. The extent of the work within the wetland will consist of trenchless directional drilling, under the wetland. NYSDEC procedures and plans will be followed for this work.

iii. Will the proposed action cause or result in disturbance to bottom sediments?  ☐ Yes ☑ No

If Yes, describe:

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?  ☐ Yes ☑ No

If Yes:
• acres of aquatic vegetation proposed to be removed:
• expected acreage of aquatic vegetation remaining after project completion:
• purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
• proposed method of plant removal:
• if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

c. Will the proposed action use, or create a new demand for water?  ☐ Yes ☑ No

If Yes:

i. Total anticipated water usage/demand per day: _______________ gallons/day

ii. Will the proposed action obtain water from an existing public water supply?  ☐ Yes ☑ No

If Yes:
• Name of district or service area:
• Does the existing public water supply have capacity to serve the proposal?  ☐ Yes ☑ No
• Is the project site in the existing district?  ☐ Yes ☑ No
• Is expansion of the district needed?  ☐ Yes ☑ No
• Do existing lines serve the project site?  ☐ Yes ☑ No

iii. Will line extension within an existing district be necessary to supply the project?  ☐ Yes ☑ No

If Yes:
• Describe extensions or capacity expansions proposed to serve this project:
• Source(s) of supply for the district:

iv. Is a new water supply district or service area proposed to be formed to serve the project site?  ☐ Yes ☑ No

If Yes:
• Applicant/sponsor for new district:
• Date application submitted or anticipated:
• Proposed source(s) of supply for new district:

v. If a public water supply will not be used, describe plans to provide water supply for the project:

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _______________ gallons/minute.

d. Will the proposed action generate liquid wastes?  ☐ Yes ☑ No

If Yes:

i. Total anticipated liquid waste generation per day: _______________ 43,000 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):

Sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities?  ☐ Yes ☑ No

If Yes:
• Name of wastewater treatment plant to be used: Heritage Hills Wastewater Treatment Plant
• Name of district: Heritage Hills Sewer Works
• Does the existing wastewater treatment plant have capacity to serve the project?  ☐ Yes ☑ No
• Is the project site in the existing district?  ☐ Yes ☑ No
• Is expansion of the district needed?
- Do existing sewer lines serve the project site? □ Yes □ No
- Will a line extension within an existing district be necessary to serve the project?
  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project:

Project proposes to provide sanitary sewer service

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? □ Yes □ No
If Yes:
- Applicant/sponsor for new district: Town of Somers
- Date application submitted or anticipated: August 2019
- What is the receiving water for the wastewater discharge? Heritage Hills WWTP Discharge

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste:
N/A

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? □ Yes □ No
If Yes:
  i. How much impervious surface will the project create in relation to total size of project parcel?
     - Square feet or _____ acres (impervious surface)
     - Square feet or _____ acres (parcel size)
  ii. Describe types of new point sources.

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

- If to surface waters, identify receiving water bodies or wetlands:

- Will stormwater runoff flow to adjacent properties? □ Yes □ No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? □ Yes □ No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? □ Yes □ No
If Yes, identify:
  i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)
  ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)
  iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

Standby electric generators will be powered by diesel during power outages and for routine exercise

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? □ Yes □ No
If Yes:
  i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) □ Yes □ No
  ii. In addition to emissions as calculated in the application, the project will generate:
     - _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
     - _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
     - _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
     - _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
     - _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
     - _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)
h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, 
landfills, composting facilities)? □ Yes □ No
   If Yes:
   i. Estimate methane generation in tons/year (metric):
   ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or 
electricity, flaring):

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as 
   quarry or landfill operations? □ Yes □ No
   If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial 
   new demand for transportation facilities or services? □ Yes □ No
   If Yes:
   i. When is the peak traffic expected (Check all that apply): □ Morning □ Evening □ Weekend
       □ Randomly between hours of ________ to ________.
   ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks):

   iii. Parking spaces: Existing __________ Proposed __________ Net increase/decrease __________
   iv. Does the proposed action include any shared use parking? □ Yes □ No
   v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

   vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? □ Yes □ No
   vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric 
or other alternative fueled vehicles? □ Yes □ No
   viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing 
pedestrian or bicycle routes? □ Yes □ No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand 
   for energy? □ Yes □ No
   If Yes:
   i. Estimate annual electricity demand during operation of the proposed action: ____________________________
      60,000 kW per year for pump station
   ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or 
other):
      Pump Stations will require electricity and emergency generators will require diesel
   iii. Will the proposed action require a new, or an upgrade, to an existing substation? □ Yes □ No

1. Hours of operation. Answer all items which apply.
   i. During Construction:
      • Monday - Friday: 7AM to 3PM
      • Saturday: N/A
      • Sunday: N/A
      • Holidays: N/A
   ii. During Operations:
      • Monday - Friday: 24 hours
      • Saturday: 24 hours
      • Sunday: 24 hours
      • Holidays: 24 hours
m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?  
   If yes:
   i. Provide details including sources, time of day and duration:  
   There is potential for noise during construction and operation of the sanitary sewer system. Construction hours will be in accordance with state and local ordinances. Noise generated from pump stations will occur at all hours of operation and will be attenuated using sound enclosures.
   ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?  
       Describe: 

n. Will the proposed action have outdoor lighting?  
   If yes:
   i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: 
   
   ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?  
       Describe: 

o. Does the proposed action have the potential to produce odors for more than one hour per day?  
   If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:  
   There is potential for odor production in the gravity portions of the sanitary sewer at manholes and pump stations. Odor control systems will be included to minimize odors.

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?  
   If Yes:
   i. Product(s) to be stored: Diesel for emergency generator at pump stations.
   ii. Volume(s) per unit time (e.g., month, year) 
   iii. Generally, describe the proposed storage facilities: Pump stations will require standby generators equipped with aboveground dual walled diesel storage tanks.

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?  
   If Yes:
   i. Describe proposed treatment(s): 

   ii. Will the proposed action use Integrated Pest Management Practices? 

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?  
   If Yes:
   i. Describe any solid waste(s) to be generated during construction or operation of the facility:
      - Construction: _______ tons per _______ (unit of time)
      - Operation: _______ tons per _______ (unit of time)
   ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
      - Construction:
      - Operation:
   iii. Proposed disposal methods/facilities for solid waste generated on-site:
      - Construction:
      - Operation:
s. Does the proposed action include construction or modification of a solid waste management facility? □ Yes ☑ No
If Yes:
   i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities):

   ii. Anticipated rate of disposal/processing:
       • __________ Tons/month, if transfer or other non-combustion/thermal treatment, or
       • __________ Tons/hour, if combustion or thermal treatment

   iii. If landfill, anticipated site life: __________________________ years

   t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? □ Yes ☑ No
   If Yes:
      i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility:

      ii. Generally describe processes or activities involving hazardous wastes or constituents:

      iii. Specify amount to be handled or generated __________ tons/month

      iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents:

      v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? □ Yes ☑ No
   If Yes: provide name and location of facility:

   If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

---

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
   i. Check all uses that occur on, adjoining and near the project site.
   □ Urban □ Industrial □ Commercial □ Residential (suburban) □ Rural (non-farm)
   □ Forest □ Agriculture □ Aquatic □ Other (specify): __________________________

   ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

<table>
<thead>
<tr>
<th>Land use or Covertype</th>
<th>Current Acreage</th>
<th>Acreage After Project Completion</th>
<th>Change (Acres +/-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roads, buildings, and other paved or impervious surfaces</td>
<td>164</td>
<td>164</td>
<td>0</td>
</tr>
<tr>
<td>Forested</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Agricultural (includes active orchards, field, greenhouse etc.)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Surface water features (lakes, ponds, streams, rivers, etc.)</td>
<td>2</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Wetlands (freshwater or tidal)</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Non-vegetated (bare rock, earth or fill)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
| Other
   Describe: ____________________________________________ |                 |                                 |                    |

Page 9 of 13
c. Is the project site presently used by members of the community for public recreation?  [Yes] [No]  
   i. If Yes: explain: Beach access to lakes within community.

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  [Yes] [No]  
   If Yes,  
   i. Identify Facilities:  

<p>| |</p>
<table>
<thead>
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<tbody>
<tr>
<td>Dimensions of the dam and impoundment:</td>
</tr>
<tr>
<td>- Dam height:</td>
</tr>
<tr>
<td>- Dam length:</td>
</tr>
<tr>
<td>- Surface area:</td>
</tr>
<tr>
<td>- Volume impounded:</td>
</tr>
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</table>

<p>| |</p>
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<tbody>
<tr>
<td>ii. Dam's existing hazard classification:</td>
</tr>
</tbody>
</table>

<p>| |</p>
<table>
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<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>iii. Provide date and summarize results of last inspection:</td>
</tr>
</tbody>
</table>

<p>| |</p>
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</table>
| f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  [Yes] [No]  
   If Yes,  
   i. Has the facility been formally closed?  [Yes] [No]  
      - If yes, cite sources/documentation:  

<p>| |</p>
<table>
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<tbody>
<tr>
<td>ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:</td>
</tr>
</tbody>
</table>

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<table>
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<tr>
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<tbody>
<tr>
<td>iii. Describe any development constraints due to the prior solid waste activities:</td>
</tr>
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</table>
| g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  [Yes] [No]  
   If Yes,  
   i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: |

<p>| |</p>
<table>
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</table>
| h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  [Yes] [No]  
   If Yes,  
   i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  
      - [Yes – Spills Incidents database]  
      - [Yes – Environmental Site Remediation database]  
      - [Neither database]  
        - Provide DEC ID number(s):  
          - Spills Incidents database: 1804059, 1803069, 1809981, 17088061  
          - Environmental Site Remediation database: 1708191, 1708297, 1711311, 1708804  
   ii. If site has been subject of RCRA corrective activities, describe control measures:  

<p>| |</p>
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<th></th>
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</table>
| iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  [Yes] [No]  
   If yes, provide DEC ID number(s):  

<p>| |</p>
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</table>
| iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):  

v. Is the project site subject to an institutional control limiting property uses? □ Yes □ No
   - If yes, DEC site ID number:
   - Describe the type of institutional control (e.g., deed restriction or easement):
   - Describe any use limitations:
   - Describe any engineering controls:
   - Will the project affect the institutional or engineering controls in place? □ Yes □ No
   - Explain:

---

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? 1.6 to 3.3 feet

b. Are there bedrock outcroppings on the project site? □ Yes □ No
   If Yes, what proportion of the site is comprised of bedrock outcroppings? 1 %

c. Predominant soil type(s) present on project site:
   - Paxon, fine sandy loam: 39.4 %
   - Chalet Loam: 26 %
   - Ridgebury complex: 12 %

d. What is the average depth to the water table on the project site? Average: 6.7 feet

e. Drainage status of project site soils: □ Well Drained: 65 % of site
   □ Moderately Well Drained: % of site
   □ Poorly Drained: 12 % of site

f. Approximate proportion of proposed action site with slopes:
   □ 0-10%: % of site
   □ 10-15%: 5 % of site
   □ 15% or greater: 2 % of site

---

h. Surface water features.
   i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? □ Yes □ No
   ii. Do any wetlands or other waterbodies adjoin the project site? □ Yes □ No
      If Yes to either i or ii, continue. If No, skip to E.2.i.
   iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? □ Yes □ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:
   - Streams: Name 684-134, 684-158 (Plum Brook) Classification C. B
   - Lakes or Ponds: Name Shenorock, Lincolndale Classification
   - Wetlands: Name
   - Wetland No. (if regulated by DEC) E-26

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? □ Yes □ No
   If yes, name of impaired water body/bodies and basis for listing as impaired:

---

i. Is the project site in a designated Floodway? □ Yes □ No

j. Is the project site in the 100-year Floodplain? □ Yes □ No

k. Is the project site in the 500-year Floodplain? □ Yes □ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? □ Yes □ No
   If Yes:
   i. Name of aquifer:
m. Identify the predominant wildlife species that occupy or use the project site:

- Typical suburban wildlife

n. Does the project site contain a designated significant natural community? □ Yes ☑ No

  i. Describe the habitat/community (composition, function, and basis for designation):

  ii. Source(s) of description or evaluation:

  iii. Extent of community/habitat:

  - Currently:
  - Following completion of project as proposed:
  - Gain or loss (indicate + or -):

  o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species?

    □ Yes ☑ No

    If Yes:

    i. Species and listing (endangered or threatened):

According to NYSDEC Environmental Resource Mapper, some of the project area is within the vicinity of bats that are listed as endangered or threatened.

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern?

    □ Yes ☑ No

    If Yes:

    i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing?

    □ Yes ☑ No

    If yes, give a brief description of how the proposed action may affect that use:

No change proposed to public fishing access.

F.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304?

    □ Yes ☑ No

    If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present?

    □ Yes ☑ No

    i. If Yes: acreage(s) on project site?

    ii. Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark?

    □ Yes ☑ No

    If Yes:

    i. Nature of the natural landmark: □ Biological Community □ Geological Feature

    ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

    __________________________

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area?

    □ Yes ☑ No

    If Yes:

    i. CEA name:

    ii. Basis for designation:

    iii. Designating agency and date:
e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? □ Yes ☒ No

If Yes:
  i. Nature of historic/archaeological resource: □ Archaeological Site □ Historic Building or District
  ii. Name: __________________________________________
  iii. Brief description of attributes on which listing is based: ________________________________________________

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SIPO) archaeological site inventory? □ Yes ☒ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? □ Yes ☒ No

If Yes:
  i. Describe possible resource(s): __________________________________________
  ii. Basis for identification: ________________________________________________

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? □ Yes ☒ No

If Yes:
  i. Identify resource: __________________
  ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): __________________________________________
  iii. Distance between project and resource: __________________ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? □ Yes ☒ No

If Yes:
  i. Identify the name of the river and its designation: __________________________________________
  ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? □ Yes ☒ No

---

**F. Additional Information**

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

---

**G. Verification**

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name: Rick Morrissey  Date: May 2, 2019

Signature: ___________________________  Title: Town Supervisor
Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

<table>
<thead>
<tr>
<th>Name of Action or Project:</th>
<th>Shenorock Sanitary Sewer District Expansion (Phase 2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Location (describe, and attach a general location map):</td>
<td>Shenorock, a hamlet within the town of Somers in northern Westchester County, located about 45 miles north of New York City. See Map.</td>
</tr>
<tr>
<td>Brief Description of Proposed Action (include purpose or need):</td>
<td>The Proposed Action will provide 835 residential parcels with municipal sewer service to reduce nutrient loads into the Arnawalk Reservoir from existing onsite wastewater treatment/septic systems. Phase 2 consists of expanding the sewer collection system constructed in Phase 1 by adding gravity and low pressure components. Existing sewer laterals from individual residential parcels will be connected to the new sewer collection system and onsite wastewater/septic systems will be abandoned. The new collection system will connect to an existing collections system constructed in Phase 1. Sanitary sewer flows will be conveyed to the Peekskill Sanitary Sewer District using the Shenorock Lift Station, located north of Lake Shenorock. The Shenorock and Lincolndale Lift Stations are Phase 1 project components.</td>
</tr>
<tr>
<td>Name of Applicant/Sponsor:</td>
<td>Telephone: 914-277-3637</td>
</tr>
<tr>
<td></td>
<td>E-Mail: <a href="mailto:supervisor@somersny.com">supervisor@somersny.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td>335 Route 202</td>
</tr>
<tr>
<td>City/PO:</td>
<td>Somers</td>
</tr>
<tr>
<td>State:</td>
<td>NY</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>10589</td>
</tr>
<tr>
<td>Project Contact (if not same as sponsor; give name and title/role):</td>
<td>Telephone:</td>
</tr>
<tr>
<td>same as above</td>
<td>E-Mail:</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City/PO:</td>
<td>State:</td>
</tr>
<tr>
<td>Zip Code:</td>
<td></td>
</tr>
<tr>
<td>Property Owner (if not same as sponsor):</td>
<td>Telephone:</td>
</tr>
<tr>
<td>E-Mail:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City/PO:</td>
<td>State:</td>
</tr>
<tr>
<td>Zip Code:</td>
<td></td>
</tr>
</tbody>
</table>
### B. Government Approvals

**B. Government Approvals, Funding, or Sponsorship.** ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

<table>
<thead>
<tr>
<th>Government Entity</th>
<th>If Yes: Identify Agency and Approval(s) Required</th>
<th>Application Date (Actual or projected)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. City Counsel, Town Board, or Village Board of Trustees</td>
<td>Yes No</td>
<td>Town of Somers Town Board</td>
</tr>
<tr>
<td>b. City, Town or Village Planning Board or Commission</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>c. City, Town or Village Zoning Board of Appeals</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>d. Other local agencies</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>e. County agencies</td>
<td>Yes No</td>
<td>Westchester County Department of Health Westchester County Department of Environ. Facil</td>
</tr>
<tr>
<td>f. Regional agencies</td>
<td>Yes No</td>
<td>New York City Department of Environmental Protection</td>
</tr>
<tr>
<td>g. State agencies</td>
<td>Yes No</td>
<td>Office of State Comptroller, New York State Department of Environmental Conservation</td>
</tr>
<tr>
<td>h. Federal agencies</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

i. Coastal Resources.
   i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? Yes No
   ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? Yes No
   iii. Is the project site within a Coastal Erosion Hazard Area? Yes No

### C. Planning and Zoning

**C.1. Planning and zoning actions.**

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? Yes No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

**C.2. Adopted land use plans.**

a. Do any municipally adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other)? Yes No

If Yes, identify the plan(s):

(Blank)

(Blank)

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? Yes No

If Yes, identify the plan(s):

(Blank)

(Blank)
C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.  
☐ Yes ☐ No

If Yes, what is the zoning classification(s) including any applicable overlay district?  
Project is located within the Town's R10 residential zoning district

b. Is the use permitted or allowed by a special or conditional use permit?  
☐ Yes ☐ No

c. Is a zoning change requested as part of the proposed action?  
☐ Yes ☐ No

If Yes,  
i. What is the proposed new zoning for the site?

C.4. Existing community services.

a. In what school district is the project site located? Somers Central School District

b. What police or other public protection forces serve the project site?  
Somers Town Police Department

c. Which fire protection and emergency medical services serve the project site?  
Somers Volunteer Fire Department

d. What parks serve the project site?  
There are 219 acres of parks within the Town of Somers that serve the Project Site: Koegel Park (68 acres), Relis Park (82 acres), Van Tassell Memorial Park (20 acres), Vincent J. Zappi Park (45 acres), and West Somers Park (4 acres)

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?  
Municipal sewer collections system in public right-of-way with residential components consisting of connecting existing sewer laterals and abandonment of onsite wastewater/septic systems

b. a. Total acreage of the site of the proposed action?  
258 acres

b. Total acreage to be physically disturbed?  
4.9 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?  
NA acres

c. Is the proposed action an expansion of an existing project or use?  
☐ Yes ☐ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)?  
% Units:

d. Is the proposed action a subdivision, or does it include a subdivision?  
☐ Yes ☐ No

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed?  
☐ Yes ☐ No

iii. Number of lots proposed?  

iv. Minimum and maximum proposed lot sizes? Minimum Maximum

e. Will the proposed action be constructed in multiple phases?  
☐ Yes ☐ No

i. If No, anticipated period of construction:  
______ months

ii. If Yes:
  • Total number of phases anticipated
  • Anticipated commencement date of phase 1 (including demolition)  ____ month ____ year
  • Anticipated completion date of final phase  ____ month ____ year
  • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

Page 3 of 13
f. Does the project include new residential uses?  
   If Yes, show numbers of units proposed.  
<table>
<thead>
<tr>
<th>One Family</th>
<th>Two Family</th>
<th>Three Family</th>
<th>Multiple Family (four or more)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Phase</td>
<td></td>
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<td>At completion</td>
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<td>of all phases</td>
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   □ Yes □ No

g. Does the proposed action include new non-residential construction (including expansions)?  
   □ Yes □ No
   i. Total number of structures
   ii. Dimensions (in feet) of largest proposed structure: ______ height; ______ width; and ______ length
   iii. Approximate extent of building space to be heated or cooled: ______ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?  
   □ Yes □ No
   i. Purpose of the impoundment:
   ii. If a water impoundment, the principal source of the water: □ Ground water □ Surface water streams □ Other specify:
   iii. If other than water, identify the type of impounded/contained liquids and their source:
   iv. Approximate size of the proposed impoundment. Volume: _______ million gallons; surface area: _______ acres
   v. Dimensions of the proposed dam or impounding structure: ______ height; ______ length
   vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both?  □ Yes □ No
   (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
   If Yes:
   i. What is the purpose of the excavation or dredging? Construction of sewer collection pipes, abandoning onsite wastewater/septic systems
   ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
      • Volume (specify tons or cubic yards): 0
      • Over what duration of time? 12 - 18 months
   iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

   Excavation and backfill of onsite material for installation of sewer infrastructure

   iv. Will there be onsite dewatering or processing of excavated materials?  □ Yes □ No
      If yes, describe.

   v. What is the total area to be dredged or excavated?
   vi. What is the maximum area to be worked at any one time?
   vii. What would be the maximum depth of excavation or dredging?
   viii. Will the excavation require blasting?  □ Yes □ No
   ix. Summarize site reclamation goals and plan:

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?  □ Yes □ No
   If Yes:
   i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Wetland ID F-26, Class 2 is within the project area.
ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres.

The size of the wetland will not be impacted, nor will the channels, banks and shorelines. The extent of the work within the wetland will consist of trenchless directional drilling, under the wetland. NYSDEC procedures and plans will be followed for this work.

iii. Will the proposed action cause or result in disturbance to bottom sediments? □ Yes ☑ No

If Yes, describe: ________________________________

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? □ Yes ☑ No

If Yes:
1. acres of aquatic vegetation proposed to be removed: _______________________
2. expected acreage of aquatic vegetation remaining after project completion: _______________________
3. purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _______________________
4. proposed method of plant removal: _______________________
5. if chemical/herbicide treatment will be used, specify product(s): _______________________

v. Describe any proposed reclamation/mitigation following disturbance: _______________________

vi. Will the proposed action use, or create a new demand for water? □ Yes ☑ No

If Yes:
1. Total anticipated water usage/demand per day: ________________________ gallons/day
2. Will the proposed action obtain water from an existing public water supply? □ Yes ☑ No

If Yes:
1. Name of district or service area: _______________________
2. Does the existing public water supply have capacity to serve the proposal? □ Yes ☑ No
3. Is the project site in the existing district? □ Yes ☑ No
4. Is expansion of the district needed? □ Yes ☑ No
5. Do existing lines serve the project site? □ Yes ☑ No

iii. Will line extension within an existing district be necessary to supply the project? □ Yes ☑ No

If Yes:
1. Describe extensions or capacity expansions proposed to serve this project: _______________________
2. Source(s) of supply for the district: _______________________

iv. Is a new water supply district or service area proposed to be formed to serve the project site? □ Yes ☑ No

If Yes:
1. Applicant/sponsor for new district: _______________________
2. Date application submitted or anticipated: _______________________
3. Proposed source(s) of supply for new district: _______________________

v. If a public water supply will not be used, describe plans to provide water supply for the project: _______________________

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: ________________________ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑ Yes □ No

If Yes:
1. Total anticipated liquid waste generation per day: ________________________ 91,000 gallons/day
2. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):

Sanitary wastewater: _______________________

iii. Will the proposed action use any existing public wastewater treatment facilities? ☑ Yes □ No

If Yes:
1. Name of wastewater treatment plant to be used: Peekskill Wastewater Treatment Plant
2. Name of district: Peekskill Sanitary Sewer District
3. Does the existing wastewater treatment plant have capacity to serve the project? □ Yes ☑ No
4. Is the project site in the existing district? □ Yes ☑ No
5. Is expansion of the district needed? □ Yes ☑ No
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  
Yes  
No
If Yes:

- Applicant/sponsor for new district: Town of Somers
- Date application submitted or anticipated: August 2019
- What is the receiving water for the wastewater discharge?

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste:

N/A

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  
Yes  
No
If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

Square feet or acres (impervious surface)

Square feet or acres (parcel size)

ii. Describe types of new point sources.

iii. Where will the storm runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

- If to surface waters, identify receiving water bodies or wetlands:

- Will stormwater runoff flow to adjacent properties?

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?  
Yes  
No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  
Yes  
No
If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

N/A

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

Standby electric generators will be powered by diesel during power outages and for routine exercise

g. Will any air emission sources named in D.2.f above, require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  
Yes  
No
If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  
Yes  
No

ii. In addition to emissions as calculated in the application, the project will generate:

- Tons/year (short tons) of Carbon Dioxide (CO₂)
- Tons/year (short tons) of Nitrous Oxide (N₂O)
- Tons/year (short tons) of Perfluorocarbons (PFCs)
- Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
- Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
- Tons/year (short tons) of Hazardous Air Pollutants (HAPs)
h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? □ Yes ☑ No

If Yes:
1. Estimate methane generation in tons/year (metric): __________________________________________
2. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): __________________________________________

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? □ Yes ☑ No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):
____________________________________________________________________________________
____________________________________________________________________________________

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? □ Yes ☑ No

If Yes:
1. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend ☐ Randomly between hours of ______ to ______
2. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): ______

iii. Parking spaces: Existing ________________ Proposed _____________ Net increase/decrease _____________ □ Yes ☑ No

iv. Does the proposed action include any shared use parking? □ Yes ☑ No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? □ Yes ☑ No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? □ Yes ☑ No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? □ Yes ☑ No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? □ Yes ☑ No

If Yes:
1. Estimate annual electricity demand during operation of the proposed action: ________________

90,000 KW per year for pump station

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

Electricity for pump stations will be provided via grid/local utility. Standby generators will be fueled by diesel during power outages

iii. Will the proposed action require a new, or an upgrade, to an existing substation? □ Yes ☑ No

I. Hours of operation. Answer all items which apply.

i. During Construction:
   • Monday - Friday: _______ 7AM to 3PM _______
   • Saturday: _______ NA _______
   • Sunday: _______ NA _______
   • Holidays: _______ NA _______

ii. During Operations:
   • Monday - Friday: _______ 24 hours _______
   • Saturday: _______ 24 hours _______
   • Sunday: _______ 24 hours _______
   • Holidays: _______ 24 hours _______
m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?
   [ ] Yes [ ] No
   If yes:
   i. Provide details including sources, time of day and duration:
   There is potential for noise during construction and operation of the sanitary sewer system. Construction hours will be in accordance with state and local ordinances. Noise generated from pump stations will occur at all hours of operation and will be attenuated using sound enclosures.
   ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?
      [ ] Yes [ ] No
      Describe:

n. Will the proposed action have outdoor lighting?
   [ ] Yes [ ] No
   If yes:
   i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

   ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?
      [ ] Yes [ ] No
      Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day?
   [ ] Yes [ ] No
   If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:
   There is potential for odor production in the gravity portions of the sanitary sewer manholes and pump stations. Odor control systems will be included to minimize odors.

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?
   [ ] Yes [ ] No
   If Yes:
   i. Product(s) to be stored Diesel for emergency generator at pump stations.
   ii. Volume(s) ________ per unit time ________ (c.g., month, year)
   iii. Generally, describe the proposed storage facility:
   Pump stations will require standby generators equipped with aboveground dual walled diesel storage tanks.

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?
   [ ] Yes [ ] No
   If Yes:
   i. Describe proposed treatment(s):

   ii. Will the proposed action use Integrated Pest Management Practices?
      [ ] Yes [ ] No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?
   [ ] Yes [ ] No
   If Yes:
   i. Describe any solid waste(s) to be generated during construction or operation of the facility:
      - Construction: ________ tons per ________ (unit of time)
      - Operation: ________ tons per ________ (unit of time)
   ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
      - Construction:
      - Operation:
   iii. Proposed disposal methods/facilities for solid waste generated on-site:
      - Construction:
      - Operation:
s. Does the proposed action include construction or modification of a solid waste management facility? □ Yes ☑ No  
If Yes:  
  i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities):

  ii. Anticipated rate of disposal/processing:  
    • ________ Tons/month, if transfer or other non-combustion/thermal treatment, or  
    • ________ Tons/hour, if combustion or thermal treatment  
  iii. If landfill, anticipated site life: ________________________________ years

 t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous? □ Yes ☑ No waste?  
If Yes:  
  i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: ________________________________  
  ii. Generally describe processes or activities involving hazardous wastes or constituents: ________________________________  
  iii. Specify amount to be handled or generated ________ tons/month  
  iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: ________________________________  
  v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? □ Yes ☑ No  
If Yes: provide name and location of facility: ________________________________  
If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: ________________________________

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.  
  i. Check all uses that occur on, adjoining and near the project site.  
  □ Urban  □ Industrial  □ Commercial  □ Residential (suburban)  □ Rural (non-farm)  
  □ Forest  □ Agriculture  □ Aquatic  □ Other (specify): ________________________________  
  ii. If mix of uses, generally describe: ________________________________

b. Land uses and cover types on the project site:

<table>
<thead>
<tr>
<th>Land use or Covertype</th>
<th>Current Acreage</th>
<th>Acreage After Project Completion</th>
<th>Change (Acres +/-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roads, buildings, and other paved or impervious surfaces</td>
<td>255</td>
<td>255</td>
<td>0</td>
</tr>
<tr>
<td>Forested</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Agricultural (includes active orchards, field, greenhouse etc.)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Surface water features (lakes, ponds, streams, rivers, etc.)</td>
<td>2</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Wetlands (freshwater or tidal)</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Non-vegetated (bare rock, earth or fill)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>Describe:</td>
<td></td>
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</table>
c. Is the project site presently used by members of the community for public recreation?  
   i. If Yes: explain:  
   □ Yes □ No  

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  
   If Yes,  
   i. Identify Facilities:  

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<tbody>
<tr>
<td>Dam height:</td>
<td>feet</td>
</tr>
<tr>
<td>Dam length:</td>
<td>feet</td>
</tr>
<tr>
<td>Surface area:</td>
<td>acres</td>
</tr>
<tr>
<td>Volume impounded:</td>
<td>gallons OR acre-feet</td>
</tr>
</tbody>
</table>

e. Does the project site contain an existing dam?  
   □ Yes □ No  
   i. Dimensions of the dam and impoundment:  
      • Dam height:  
      • Dam length:  
      • Surface area:  
      • Volume impounded:  
   ii. Dam's existing hazard classification:  
   iii. Provide date and summarize results of last inspection:  

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  
   □ Yes □ No  
   i. Has the facility been formally closed?  
      □ Yes □ No  
      If yes, cite sources/documentation:  
   ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:  
   iii. Describe any development constraints due to the prior solid waste activities:  

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  
   □ Yes □ No  
   i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:  

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  
   □ Yes □ No  
   i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  
      □ Yes – Spills Incidents database Provide DEC ID number(s): 1804059, 1803069, 1809881, 1708061  
      □ Yes – Environmental Site Remediation database Provide DEC ID number(s): 1708191, 1708997, 1711311, 1798904  
      □ Neither database  
   ii. If site has been subject of RCRA corrective activities, describe control measures:  
   iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  
      If yes, provide DEC ID number(s):  
   iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):  

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v. Is the project site subject to an institutional control limiting property uses? □ Yes □ No
  • If yes, DEC site ID number: ____________________________
  • Describe the type of institutional control (e.g., deed restriction or easement): _______________________________________________________
  • Describe any use limitations: ________________________________
  • Describe any engineering controls: ___________________________
  • Will the project affect the institutional or engineering controls in place? □ Yes □ No
  • Explain: ________________________________________________

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? 1.0 to 3.3 feet

b. Are there bedrock outcroppings on the project site? □ Yes □ No
   If Yes, what proportion of the site is comprised of bedrock outcroppings? 1 %

c. Predominant soil type(s) present on project site:  
   - Paxton, fine sandy loam: 39.4 %
   - Charlton Loam: 26 %
   - Ridgebury complex: 12 %

d. What is the average depth to the water table on the project site? Average: 6.7 feet

e. Drainage status of project site soils: □ Well Drained: 65 % of site
   □ Moderately Well Drained: ___% of site
   □ Poorly Drained: 12 % of site

f. Approximate proportion of proposed action site with slopes:
   □ 0-10%: ___% of site
   □ 10-15%: 5 % of site
   □ 15% or greater: 2 % of site

g. Are there any unique geologic features on the project site? □ Yes □ No
   If Yes, describe: ___________________________________________

b. Surface water features.
   i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? □ Yes □ No
   ii. Do any wetlands or other waterbodies adjoin the project site? □ Yes □ No
   If Yes to either i or ii, continue. If No, skip to E.2.1.
   iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? □ Yes □ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:
   • Streams: Name 864-134, 864-158 (Plum Brook) Classification C, B
   • Lakes or Ponds: Name Shenorock, Lincoln © Classification
   • Wetlands: Name Approximate Size

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?
   If yes, name of impaired water body/bodies and basis for listing as impaired: ____________________________________________________________

i. Is the project site in a designated Floodway? □ Yes □ No

j. Is the project site in the 100-year Floodplain? □ Yes □ No

k. Is the project site in the 500-year Floodplain? □ Yes □ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? □ Yes □ No
   If Yes:  
   i. Name of aquifer: ____________________________________________
n. Does the project site contain a designated significant natural community?
   □ Yes □ No
   i. Describe the habitat/community (composition, function, and basis for designation):

   ii. Source(s) of description or evaluation:

   iii. Extent of community/habitat:
   - Currently: ________________________ acres
   - Following completion of project as proposed: ________________________ acres
   - Gain or loss (indicate + or -): ________________________ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species?
   □ Yes □ No
   i. Species and listing (endangered or threatened):

According to NYSDEC Environmental Resource Mapper, some of the project area is within the vicinity of bats that are listed as endangered or threatened.

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern?
   □ Yes □ No
   i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing?
   □ Yes □ No
   If yes, give a brief description of how the proposed action may affect that use:
   No change proposed to public fishing access

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304?
   □ Yes □ No
   If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present?
   □ Yes □ No
   i. If Yes: acreage(s) on project site?

   ii. Source(s) of soil rating(s):

   c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark?
   □ Yes □ No
   If Yes:
   i. Nature of the natural landmark: □ Biological Community □ Geological Feature
   ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

   d. Is the project site located in or does it adjoin a state listed Critical Environmental Area?
   □ Yes □ No
   If Yes:
   i. CEA name:
   ii. Basis for designation:
   iii. Designating agency and date:
e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? □ Yes ✓ No

If Yes:
   i. Nature of historic/archaeological resource: □ Archaeological Site □ Historic Building or District
      ii. Name: ____________________________
      iii. Brief description of attributes on which listing is based:

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? □ Yes ✓ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? □ Yes ✓ No

If Yes:
   i. Describe possible resource(s):
   ii. Basis for identification:

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? □ Yes ✓ No

If Yes:
   i. Identify resource: ________________
   ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): ____________________________
   iii. Distance between project and resource: _______ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? □ Yes ✓ No

If Yes:
   i. Identify the name of the river and its designation:
   ii. Is the activity consistent with development restrictions contained in 6 NYCRR Part 666? □ Yes ✓ No

**F. Additional Information**
Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

**G. Verification**
I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name  Rick Morrissey  Date  May 2, 2019

Signature  ____________________________  Title  Town Supervisor
MEMO TO: SUPERVISOR
TOWN BOARD

FROM: THOMAS E. CHIAVERINI
SUPT OF HIGHWAYS

DATE: APRIL 26, 2019

RE: To Purchase: Two (2) 2019 RAM 5500 4x4 Dual Rear Wheels DP0L63

1: The Superintendent of Highways request permission to purchase (1) One New 2019 RAM 5500 4x4 Dual Rear Wheels Truck from Robert Green Truck Division Route 17 East Exit 107, PO Box 8002 Rock Hill, NY 12775 at the cost of $86,818.80 off the Onondaga City Bid #7974 for Trucks and Truck Equipment.

2: (1) One New 2019 RAM 5500 4x4 Dual Rear Wheels Truck from Robert Green Truck Division Route 17 East Exit 107, PO Box 8002 Rock Hill, NY 12775 at the cost of $87,293.40 off the Onondaga City Bid #7974 for Trucks and Truck Equipment.

If you should have any questions please feel free to contact me.

Yours truly,

Thomas E. Chiaverini
Supt. of Highways
<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
<th>Net Price</th>
<th>Total</th>
</tr>
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<td>1 T1Z-ALL TRACTION TIRES</td>
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<td><strong>SUB TOTAL</strong></td>
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<td><strong>DELIVERY</strong></td>
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<td><strong>FED EXCISE TAX</strong></td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$87,283.40</td>
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</tbody>
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Memo To: Supervisor
      Town Board

From: Thomas E. Chiaverini
      Supt. of Highways

Date: April 8, 2019

Re: Anthony Giannotti – Highway Dept.

Please be advised that I will be hiring Anthony Giannotti Full Time at the Highway Department as a Road Maintainer effective April 22, 2019 contingent upon the successful results of a physical, drug test, reference, background and NYS driver’s license checks.  at an annual salary of $53,122.00 which he will receive 90% of it for the first six months at an hourly rate of ($22.9855) then after the 26 weeks 95% upon completion of one year of service the employee shall receive the full salary rate of pay.

If you should have any questions please feel free to contact me at any time.

Yours truly,

Thomas E. Chiaverini
Supt. of Highways

Cc: Finance Dept
    Town Clerk
MEMORANDUM

April 22, 2019

TO: Town Board

FROM: Teresa Stegner, Assessor

RE: Part-time Assistant Assessment Clerk (non-competitive 0090-02)
Recommendation for Loretta Pugliese

I am recommending Loretta Pugliese of 35 Stone Ridge Rd., Brewster, for the open position of Part-time Assistant Assessment Clerk (non-competitive). I believe Loretta’s background as a paralegal and legal secretary will provide valuable experience for this position. Ms. Pugliese will be available to work 17 hours each week.

Ms. Pugliese has been approved by the Westchester County HR Exam Unit. Please approve of her appointment effective April 23, 2019 for a probationary period determined by the Town Board at a salary of $15.30/hr.
April 26, 2019

Memo

TO: Town Board

FROM: Rick Morrissey, Town Supervisor

RE: Maria Rukaj

Maria Rukaj's seasonal appointment as an Office Assistant in the Building Department ended on March 27, 2019. I am requesting authorization to appoint Ms. Rukaj as a Temporary Office Assistant in the Building Department at her current hourly rate of $15.26 for a duration not to exceed ninety (90) days retroactive to March 28, 2019 while we canvass the eligible list for a replacement.

Thank you.

Cc: Thomas J. Tooma, Jr. – Building Inspector
    Patty Kalba - Town Clerk
    Roland Baroni – Town Attorney

RM/kd
Z:\\Supervisor\kd\Memos\Town Board M. Rukaj Temp Office Asst.doc
Kim DeLucia

From:         Teresa Stegner
Sent:        Thursday, April 18, 2019 3:07 PM
To:          Rick Morrissey
Cc:          Kim DeLucia
Subject:     Re-appointment of Sole Appointed Assessor

Rick,

My current appointment to the Town of Somers will expire on September 30, 2019. Every NY State sole appointed assessor* must be appointed on October 1, 2019 for a 6-year term per NY State law. The Town may choose to make a good faith gesture by agreeing to reappoint me prior to this date effective for October 1, 2019. This new appointment will expire on September 30, 2025.

*NY State municipalities may have sole elected assessors or a 3-person elected board of assessment in place of a sole appointed assessor. This was common decades ago. NY State law changed in 1970 to create sole appointed assessors with six year terms to encourage professionalism and stability in assessing. Approximately 70, or 6% of all municipalities, still use elected boards or sole elected assessors.

Teresa Stegner, IAO
Assessor
Town of Somers
335 Route 202
Somers, NY 10589
(914) 277-3504
Date: April 8, 2019

To: Town Board

From: Steven Woelfle
Engineering

RE: Papazian/Fesio Steep Slopes/Stormwater Management and Erosion and Sediment Control/Tree Preservation Permit #ASSSMESC2016-36
TM: 17.13-2-3
Release of Erosion Control Bond
Check Received October 5, 2016

This office has no objection to the return of the Erosion Control Bond in the amount of $500.

Please return to:

North County Homes, Inc.
156 Tomahawk Street
Yorktown Heights, NY 10598

SW/wg
cc: Town Clerk
    Director of Finance
    North County Homes, Inc.
Date: April 11, 2019

To: Town Board

From: Steven Woelfle

RE: Carnacchio/Festo, North County Homes Steep Slopes/Stormwater Management and Erosion and Sediment Control/Tree Preservation/Wetlands Permit #SSSMES-CTW2015-42

TMD: 36.20-1-59

Release of Erosion Control Bond-Check Received October 23, 2015

This office has no objection to the return of the Erosion Control Bond in the amount of $500.

Please return to:

North County Homes, Inc.
156 Tomahawk Street
Yorktown Heights, NY 10598

cc: Town Clerk
    Director of Finance
    North County Homes, Inc.
INTEROFFICE MEMORANDUM

TO: TOWN SUPERVISOR AND MEMBERS OF THE TOWN BOARD
FROM: PROGRAM DIRECTOR, BARBARA TABERER
SUBJECT: 2019 WIN & NSIP FUNDING
DATE: APRIL 17, 2019
CC: TOWN CLERK AND FINANCE DIRECTOR

Program Director, Barbara Taberer respectfully requests the Town Supervisor execute the WIN, NSIP funding contract for the period of April 1, 2019 through March 31, 2020.

See attached letter of intent.
April 17, 2019

Ms. Barbara Taberer  
Director, Somers Nutrition Program  
Town of Somers  
P.O. Box 236  
Wayne Van Tassel Memorial Park  
Lincolndale, NY 10540

RE: Wellness in Nutrition Program (WIN) & Nutrition Services Incentive Program (NSIP) Contract, PY 2019-2020

Dear Ms. Taberer:

Enclosed is a blank copy of the WIN and NSIP contract for Nutrition Services to be provided by the Town of Somers. The contract is comprised of an Agreement and Schedules "A", "B" and "C" and will cover the program period commencing on April 1, 2019 and continuing through March 31, 2020. Funding for the 2019-2020 program year will be in an aggregate amount not-to-exceed $97,090. comprised of the following:

- $74,915 in funding for the WIN program, and
- $22,175 in estimated funding for the NSIP program.

Please be aware that the NSIP funding listed on the allocation are high estimates to cover your program for the projected annual NSIP allocation.

You MUST use the original electronic contract documents that we have provided. NO ALTERATIONS may be made to the contract without the prior consent of the Dept. With the exception of the applicable Excel Pages, DO NOT fill out the contract electronically as we want to maintain the integrity of the document. Non-compliance with these requests will result in the contract returned to your agency. We also recommend that you keep a blank copy of the contract in the event that you need to reprint a page.

Print a copy of the contract and fill it out making sure that where signatures are required on all documents that they are original. Contracts with COPIED signatures are unacceptable. We also suggest that you keep a completed copy of the contract for your records. Return the ENTIRE completed originally signed agreement and all supporting schedules to me at the address in the footer below.
Please refer to the “Standard Insurance Provisions” on pages 1 to 3 of Schedule “A” for detailed information regarding ALL required insurances. Contracts will be on hold pending receipt of any missing insurance form. Remember to list the County of Westchester as an Additional Insured on the Certificate of Liability Insurance NOT the Department of Senior Programs and Services. ALL required insurances should be submitted with the contract, or the contract will be on hold pending receipt of these documents.

All Nutrition Program Contractors are required to mail in the completed PeerPlace MONTHLY NUTRITION REPORT signed by the staff member responsible for the report. The reports should be received by the County no later than the tenth (10th) day of the following month. The County reserves the right to withhold payment to Contractor for its failure to submit the monthly report by the deadline, until the monthly report is received by the County.

Please direct program-related questions to your program liaison Patricia Szeliiga at 914-813-6432. You may also contact me at 914-813-6058 or via e-mail at ssj3@westchestergov.com for questions pertaining to the processing of the contract.

Sincerely,

Sharon Johnson
Program Administrator

Encl.
CONSERVATION EASEMENT

This Easement Agreement is made this ______ day of MAY, 2019 between

Gary G. Mitchell and Ann L. Mitchell, having a principal place of residence at 197 Tomahawk St., Somers, NY 10589 (hereinafter referred to as “Mitchell, Grantor and/or Declarant”);

The Town of Somers, with its offices located at 335 Route 202, Somers, NY 10589 (hereinafter referred to as “the Town”); and

Tomahawk Chapel Homeowners Association Inc. with an address of c/o Mitchell, 197 Tomahawk St., Somers, NY 10589 (hereinafter referred to as “the HOA”);

WHEREAS, the Grantor is the owner of certain real property shown on a certain map entitled “Final Subdivision Plat Prepared for Gary and Ann Mitchell, dated January 10, 2018”. and filed in the Office of the Westchester County Clerk, Division of Land Records on ______________, 2019 as Map No. _____ (the “Subdivision Map”); and which said property is designated on the tax map of the Town of Somers as Section 16.09, Block 1, Lot 9; and

WHEREAS, as a part of the approval of said Subdivision, the Town of Somers has required that certain covenants, restrictions and easements be placed against that certain lot shown on the above Subdivision and designated as DEED RESTRICTED CONSERVATION PARCEL (the Conservation Parcel), which said covenants, restrictions and easements specifically relate to the use of the Conservation Parcel and the use thereof; and

WHEREAS, in fulfillment of these conditions, Grantor is desirous of enacting and imposing this Easement establishing such covenants, restrictions and easements; and

WHEREAS, these covenants, restrictions and easements shall run with the land and continue upon the transfer of ownership, in perpetuity;

NOW THEREFORE, Grantor, for itself, its successors and assigns, in consideration of the premises and for the purpose of carrying out the intentions hereinabove expressed does hereby publish, declare, covenant and agree that the following restrictions shall apply to all that land constituting the CONSERVATION EASEMENT (hereinafter referred to as the “Easement Area”), as is more particularly described on Schedule “A” attached hereto and made a part
hereof:

1. No future construction activity or land alteration activities shall be permitted within the Easement Area; and such Easement Area shall remain in its natural state in perpetuity;

2. All of the following restrictions shall apply to the Easement Area:
   
   A. No building, structure, improvement or facility shall be constructed or maintained;
   
   B. No filling, grading or changes of topography shall occur;
   
   C. No quarrying, excavation or removal of rocks, minerals, gravel, sand, topsoil or other similar materials shall be permitted;
   
   D. No dumping or abandoning of any materials, including without limitation, solid waste, junk, brush, leaves, grass clippings, liquid wastes or chemical substances on or in the ground shall be permitted;
   
   E. There shall be no man-made fires (including, but not limited to campfires and bonfires);
   
   F. There shall be no motorized or wheeled conveyances of any kind permitted;
   
   G. All subsequent owners of the any lots in the Subdivision shall be subject to this Easement Agreement;

3. The HOA shall be responsible for enforcing the covenants and restrictions imposed by this Easement and shall have a perpetual easement for the purposes of entering the Easement Area for such purposes;

4. The Town of Somers shall likewise have a perpetual Easement allowing the Town to enforce the provisions of this Easement should the HOA fail to do so. In the event the HOA fails to enforce the terms of this Easement Agreement, the Town may assess the HOA and/or each individual homeowner for any costs the Town may incur as a result of enforcing this Easement Agreement and/or restoring the Easement Area;

5. This Easement shall run with the land in perpetuity.

6. This Easement is filed in accordance with notes as shown on the aforementioned Subdivision Map.

7. Portions of the Easement Area may be disturbed during period of construction of
the Subdivision, however the Grantor agrees to, and shall be responsible for, restoring the affected areas.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year written above.

__________________________
Gary G. Mitchell

__________________________
Ann L. Mitchell

THE TOWN OF SOMERS

By: ________________________, Town Supervisor

TOMAHAWK CHAPEL HOMEOWNERS ASSOCIATION, INC.

By: ________________________
Gary G. Mitchell, Pres.

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

On the ______ day of ____________, 2019 before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Gary G. Mitchell and Ann L. Mitchell personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is/are subscribed to the within instrument and acknowledged to me
he/they executed it in his/their capacity, and that by his/their signature(s) on the instrument, the individual(s) executed the instrument.

______________________________
Notary Public

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

On the _____ day of ____________, 2019 before me, the undersigned, a Notary Public in and for the State of New York, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is/are subscribed to the within instrument and acknowledged to me he/they executed it in his/their capacity, and that by his/their signature(s) on the instrument, the individual(s) executed the instrument.

______________________________
Notary Public

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

On the _____ day of ____________, 2019 before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Gary G. Mitchell personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is/are subscribed to the within instrument and acknowledged to me he/they executed it in his/their capacity, and that by his/their signature(s) on the instrument, the individual(s) executed the instrument.

______________________________
Notary Public
Preservation Month

The National Register of Historic Places is the official list of the Nation's historic places worthy of preservation. Authorized by the National Historic Preservation Act of 1966, the National Park Service's National Register of Historic Places is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archeological resources.

Join the National Register of Historic Places in celebrating Preservation Month!

Established in 1973 by the National Trust for Historic Preservation, the event is co-sponsored by local preservation groups, State historical societies, business and civic organizations across the country. During the month of May many events are planned to promote historic places for the purpose of instilling national and community pride, promoting heritage tourism, and showing the social and economic benefits of historic preservation. Thousands of people participate annually in Preservation Month celebrations.

Visit a historic place near you with our Heritage Travel Itineraries (https://www.nps.gov/subjects/heritagetravel/discover-our-shared-heritage.htm)

Learn more about a historic place near you with Teaching with Historic Places (https://www.nps.gov/subjects/teachingwithhistoricplaces/index.htm) lesson plans

See if your State Historic Preservation Office (subjects/nationalregister/state-historic-preservation-offices.htm) has events planned

Take part in the National Trust's campaign (https://savingplaces.org/this-place-matters#.XLnpvgR7ncs)

Find out more about Historic Preservation (https://www.nps.gov/subjects/historicpreservation/index.htm)

Featured Historic Properties for Preservation Month
Sroufe House, Dover, Kentucky

[Sroufe House in Dover, Kentucky is associated with the Underground Railroad. Nomination prepared by the Girl Scouts of Kentuckiana](https://www.nps.gov/nr/feature/places/16000010.htm)

Photograph by Catherine Bache, courtesy of the Kentucky State Historic Preservation Office

The documentation, prepared by a Girl Scout, highlights the role the house played in the escape of three enslaved people owned by the Sroufe family. Noted Underground Railroad "conductor" John P. Parker, a free African American man living across the river in Ohio, helped Celia Brooks, her husband, and baby escape bondage and cross the river to freedom.

Iowa Tribe Community Building, White Cloud, Kansas

[https://www.nps.gov/nr/feature/places/16000404.htm](https://www.nps.gov/nr/feature/places/16000404.htm)

completed in 1940 on tribal lands of the Iowa Tribe of Kansas and Nebraska reservation, about five miles west of White Cloud. The building was constructed by tribal members as part of the New Deal-era Civilian Conservation Corps' Indian Division (CCC-ID), a subset of the Works Progress Administration (WPA). The building has served the needs of the Iowa Tribe community over the years as a meeting place for cultural and social events, dances, powwows, funerals, feasts, religious services, social programs, tribal government meetings, and administration.

North Hampton Town Hall, Rockingham County, New Hampshire

[https://www.nps.gov/nr/feature/presmonth/2013/North_Hampton_Town_Hall.htm](https://www.nps.gov/nr/feature/presmonth/2013/North_Hampton_Town_Hall.htm)

Built in 1844, and moved to its present location at 231 Atlantic Avenue in 1886, the historic single-story, clapboarded building set on a foundation of granite blocks, owes its listing to the work of local residents, starting with a Winnacunnet High School senior project in 2006. Noticing the North Hampton Town Hall was in a state of disrepair, Kathy Shea did her Winnacunnet High School senior project on researching
the history of the building and placing it on the New Hampshire Register of Historic Places, administered by the New Hampshire Division of Historical Resources. The North Hampton Town Hall was condemned in 2004 due to its lack of structural integrity. Beginning with Kathy Shea's research in recent years, attention was drawn to repairing the North Hampton Tall Hall. In 2010 the town embarked on a multi-year renovation project which included new bathrooms, a handicapped access ramp in back, a new front porch, restoration for the windows and the installation of storm windows. The renovated building is now used for municipal meetings, voting and a variety of community functions. The Town Hall Recreation Department and the Cable television station also have offices in this building.

Akron Opera House, Plymouth County, Iowa
(https://www.nps.gov/nr/feature/presmonth/2013/Akron_Opera_House.htm)
Opening in the spring of 1906, the Akron Opera House embodies the heyday of rural community opera houses (1890-early 1940s), when opera houses were built all across Iowa and the Midwest as rural communities developed places to house cultural activities. During 1906-1938, the Akron Opera House was the central meeting place and entertainment venue for the entire community. Because of its size and optimum location it was an integral fixture in the community: the Akron High School held its commencement exercises in the theatre, Carrie Nation, the famous hatchet wielding, temperance crusader, was booked for a presentation in 1910, traveling plays and concerts were presented through the 1920s, dances, moving picture shows, church bazaars, declamation concerts, basketball games, political speeches, wrestling matches, revival meetings, and federal court witness interviews were presented or conducted until the late 1930s.

Chicano Park, San Diego, California
(https://www.nps.gov/nr/feature/weekly_features/13_02_01_ChicanoPark.htm)
Chicano Park, in San Diego, California, was the site of a powerful protest in 1970 by members of the local San Diego Hispanic community over the planned redevelopment of a vacant site within the Barrio Logan community that had been previously promised to the community as public open space. The peaceful occupation of the site and the subsequent successful struggle to turn the location into a vibrant community gathering spot is closely associated with the local Chicano Civil Rights Movement in San Diego.

South Carolina Memorial Garden, Columbia, Richland County, South Carolina
(https://catalog.archives.gov/id/118998444)
It took almost a decade, but the preservation efforts to repair the South Carolina Memorial Garden, in Columbia, Richland County, South Carolina, paid off. In 2000 an ice storm in South Carolina inflicted heavy damage on the trees and shrubs that were the living history of American landscape architect Loulre W. Briggs' vision for the landscape of the South Carolina Memorial Garden. The members of the
Garden Club of South Carolina initiated an extensive restoration of the garden’s plantings, structures, and hardscapes in 2003 under the guidance of Atlanta landscape architect James R. Cothran (an expert on Briggs’ work) of Robert and Company. Cothran’s efforts during a restoration undertaken in 2007-2008 and dedicated in April 2009 have adhered to Briggs’ original scheme in order to maintain the property’s historic integrity.

South San Francisco Opera House

South San Francisco Opera House (now known as the Bayview Opera House) reff# 11000117

Photograph by Matthew Davis/Katherine Petrin, Architectural Resources Group, courtesy of California State Historic Preservation Office

(https://catalog.archives.gov/id/123861309), San Francisco, California

Now known as the Bay View Opera House, this opera house was built in 1888. The building served as a public social hall for gatherings, cultural events and entertainment. The Opera House was the first cultural building constructed in the neighborhood and served for decades as the chief social center of the Bayview-Hunters Point district, regularly hosting dances, fairs, political rallies, and charity benefits.

San Timoteo Canyon Schoolhouse (https://catalog.archives.gov/id/123860515), Redlands, Riverside County, California

Follow the history of this rural one room schoolhouse from its construction in the 1890s to its rehabilitation in 2008 to become a county interpretive center.

A. Quinn Jones House (https://catalog.archives.gov/id/77842028), Gainesville, Alachua County, Florida
The house of this extraordinary man has been renovated and turned into a community center. Quinn was a teacher to his community and so much more. Read about his life, his career, and the communities he touched.

Moon-Randolph Ranch (https://catalog.archives.gov/id/71976318), Missoula County, Montana
The story of this ranch parallels the story of Montana. Read how Ray and Luella Moon established a "claim shack" and what happened to the ranch through generations. The Moon-Randolph Ranch will continue to tell the story of Montana because the City of Missoula acquired the ranch, and it is currently used for living history activities.

Downtown Churches Historic District (https://catalog.archives.gov/id/106782533), Sheboygan, Sheboygan County, Wisconsin
The Downtown Churches Historic District is a well defined cluster of religious buildings. The four congregations located in the district represent four distinct faiths, each with a medium-sized, well-designed, and well-maintained church building.

Marie Webster House, Marion, IN
Marie Webster made quilts during the first half of the 20th century, and represents a shift from the traditional designs to modern designs inspired by the Arts and Crafts Movement. She also wrote the path breaking book Quilts: Their Story and How to Make Them, which was the first book solely dedicated to the history of the quilt.

Woodlawn (https://catalog.archives.gov/id/41679019) – Alexandria, VA
Explore the former home of George Washington's adopted daughter, a National Trust for Historic Preservation property since 1951.

Henry Whitfield House -- Guilford, CT
Tour this 1639 Colonial Revival building, still in existence due to New England preservation efforts.

Quincy Homestead (https://catalog.archives.gov/id/63793803), Quincy, Massachusetts (1666-1904): The Quincy Homestead is a remarkable example of New England architecture and its transformations from the late seventeenth century to the late nineteenth century.

The Hermitage Plantation, Davidson County, TN
The Hermitage Plantation, located 12 miles east of Nashville at Hermitage, Tennessee, was the home of Andrew Jackson, seventh President of the United States and victor of the Battle of New Orleans (1815), from 1804 until his death in 1845.
The Subway Terminal Building (https://catalog.archives.gov/id/123859564) in Los Angeles, CA
Now called the Metro 17, the building won a 2006 Preservation Award from the Los Angeles Conservancy for its role in the revitalization of downtown L.A. The estimated rehabilitation costs for this project were $55,175,744.

Newport Historic District (https://catalog.archives.gov/id/41374733) -- Rhode Island
Newport's era of greatest prosperity was from 1740 to 1775, and numerous surviving structures date from those golden years. The prosperity was undermined by the American Revolution and the British army...

Last updated: April 19, 2019