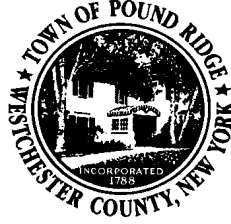


Town of Pound Ridge

Tel.: 914-764-5511

Fax: 914-764-0102



To: Town Board

From: Andrea Russo

Date: June 6, 2024

Re: Changing Cleaning Service

The Recreation and Maintenance Department are requesting approval to change cleaning company services. We are experiencing issues with:

- A confirmed cleaning schedule for the pool facility
- Delays with billing
- Communication

We received two bids for the change of service.

- F & F Cleaning: \$2,085.00 Includes (Town house\$ 940.00, Highway \$340.00, Police \$425.00, Conant hall \$380.00 (2 times a week), Pool bathrooms \$90.00 per cleaning
- Arco would only clean two facilities: Pool \$750 per month only 1x per week and Conant Hall \$1,950:
- Current Company Fullerton Services: \$2,105 for regular cleaning services and Pool added \$375

We request approval to accept the bid from F&F Cleaning Service and enter a contract year to year, at the rate of \$2,085 and cleaning pool facilities at \$90 per service.

Maintenance and recreation departments have met with the staff of F &F cleaning company and we are confident in the services they provide.

Sincerely,

Andrea Russo
Supervisor of Recreation & Parks

Jonah Maddock
Superintendent of Buildings

F&F Cleaning Service LLC

Estimate

For: Town Pound Ridge
914-916-0613
Arusso@townofpoundridge.com

Number:
Date:

EST0018
Jun 5, 2024

Description	Quantity	Unit price	TAX	Amount
Contract for cleaning service				
Town house 940.00				
Highway D 340.00				
Police D, 425.00				
Conant hall 380.00 (2 times a week)				
Pool bathroom 90.00 per time cleaning (this not add to the estimate monthly yet)				
	1	\$2,085.00	0 %	\$2,085.00

Subtotal: \$2,085.00
TAX: \$0.00
Total: \$2,085.00
Paid: \$0.00

Balance Due \$2,085.00

PROPOSAL FOR: CONANT HALL

AREAS TO BE CLEANED: Two Large Rooms, Hallway, Two Bathrooms, One Kitchen, and Front Foyer

CLEANING SCHEDULE

- Empty all waste baskets, deposit waste in dumpster, and add plastic liners supplied by the Town.
- Dust and damp wipe all desks, phones, and other office equipment.
- Remove finger marks, coffee stains, etc. from furniture and counter tops.
- Clean and disinfect bathrooms, sanitizing sinks, toilets floors and mirrors.
- Replace toilet paper, soap, paper towels as needed supplied by the Town of Pound Ridge.
- Sweep and damp mop floors.
- Vacuum all carpeted areas and entrance mats.
- Transport garbage to other Pound Ridge facility.
- Dust all areas including ledges, moldings, doors, door frames, and window sills.
- Spot clean light switches, doors and walls.

MONTHLY CLEANING SCHEDULE

- Dust/remove all cob-webs within hand reach
- Vacuum edges, corners, and under furniture

TOTAL COST PER MONTH -2X PER WEEK: \$1950+applicable sales tax

ACCEPTANCE OF PROPOSAL

Date: _____ Date: _____

Signed: _____ Signed: _____

PROPOSAL FOR: POOL HOUSE

AREAS TO BE CLEANED: Men's and Ladie's Bathrooms, Showers and Locker Rooms

CLEANING SCHEDULE

- Clean and disinfect two bathrooms, sanitizing sinks, urinals, toilets, floors, glass and mirrors.
- Clean and disinfect shower faucets and chrome work.
- Sweep all concrete and ceramic floors.
- Clean locker rooms

**TOTAL COST PER MONTH -1X PER WEEK: \$750+applicable sales tax
(during summer season ONLY)**

ACCEPTANCE OF PROPOSAL

Date: _____ Date: _____

Signed: _____ Signed: _____

MAYDAY COMMUNICATIONS INC.

19 Gazza Blvd. • Farmingdale, NY 11735 • (631) 752-0250 • Fax (631) 752-7496

To : Pound Ridge Police Dept

Attention : Todd Baremore/Tom Mulcahy

Reference : Q5-29-24-Poundridge / Verint VMR Voice Recording Solution Upgrade

Date : 5-29-24

Dear Gentlemen ,

Mayday Communications Inc. is please to provide this proposal for a an upgrade to your present Audiolog Digital Voice Recording System for the operating at Pound Ridge Police . This solution will provide the department with leading edge voice recording technology provided by the Verint VMR and excellent system application design and configuration as well as full on going support by Mayday. The Audiolog can be utilized in several applications , such as a quick retrieval of incident verification , incident recreation, quality monitoring or a training tool.

This proposal will provide a turn-key solution with respect to the VMR Recording System integrating to your present Telephones . All recording will be fully automatic. In addition the VMR will reside on your present network for remote access at the workstation level for users to access the system to perform search and replay functions. The system is manufactured by Verint Systems. Mayday Communications Inc. is a fully authorized **Verint Business Partner for the northeast.**

Advantages of Upgrade :

- **The current 2012 operating system is obsolete by Microsoft. We will be providing 2019 Server OS and SQL Server 2019 database .**
- The current hardware is over 5 years old and will be replaced with a new server R750 series server 2U
- The present Audiolog software is 5.x and will be upgraded to 15.2 with email alarms , and newer search engine (Insight Center)

Verint Media Recorder (VMR) V15.2 Public Safety 13 Channel Recording Solution Upgrade Site:

- 13 usable channels for VOIP Phone Recording , Analog input for radio
- R750 Chassis is 4U rack mount chassis that will allow for future expansion of a maximum of 60 simultaneous recording channels. Redundant power supplies.
- Newest Audiolog V15.2 Software , Windows 2019 Server operating system with Microsoft SQL Server 2019 database. Dual Core Processor , Front Mounted Hot Swappable , mirrored SATA 1 tb hard drives 300,000 channel hours @ 8 kbsec). This unit will store over 3 years online .
- Network Attached Storage (NAS) Upload License – Data can be written in a continuous or scheduled mode to a shared folder on network .
- **Interactions Replay Tool**– (13) Concurrent licenses–Browser Based voice and screen search and playback license.
- **(13) Instant Recall Plus remote licenses .** All ten can access the system simultaneously via the network
- Remote Access is required for service .
- WAV. File copy feature – replay on laptop , PC or email WAV file using standard media player for playback.
- Message search by time , date , duration , reference field , channel name , radio channel , dialed number and caller ID (only if present on trunks).

System Installation

MAYDAY COMMUNICATIONS INC.

19 Gazza Blvd. • Farmingdale, NY 11735 • (631) 752-0250 • Fax (631) 752-7496

- Complete system installation and integration with radios and VOIP phones.
- The VMR recorder server will installation the network for remote access , The server will have virus protection software.
- System training is included for all system users and administrators.
- **Migration of data form existing server to new server**

System Warranty / Maintenance

- **The warranty will be covered by the existing maintenance , renewal on 9/1/24 (\$2250.00)
This is required for discounted upgrade price .**

Total 13 Channel System Upgrade Price = \$13,495.00

Notes :

- 1) **The above pricing is valid thru 90 days** . Payments terms are net 30 days.
- 2) The pricing above includes all shipping and delivery to Pound Ridge , NY.
- 3) System will be delivered, installed , and operational in less than 30 days ARO.
- 4) **Verint Audiolog is on GSA contract #GS35F-0661T ,**

If you have questions please feel free to contact me directly

Sincerely yours ,

Cliff Casazzone
Mayday Communications Inc.

**Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021**

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

Authorization

Article 3, Section 30 of the General Municipal Law

1. ***Every Municipal Corporation*** shall annually make a report of its financial condition to the Comptroller. Such report shall be made by the Chief Fiscal Officer of such Municipal Corporation***
5. All reports shall be certified by the officer making the same and shall be filed with the Comptroller*** it shall be the duty of the incumbent officer at the time such reports are required to be filed with the Comptroller to file such report***

Certification Statement

I, Kevin Hansan (LG550368700000B), hereby certify that I am the Chief Financial Officer of the Town of Pound Ridge, and that the information provided in the Annual Financial Report of the Town of Pound Ridge for the fiscal year ended 12/31/2021, is true and correct to the best of my knowledge and belief.

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Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

Financial Statements

Financial information for the following funds and accounts groups are included in the Annual Financial Report filed by your government for the fiscal year ended 2021 and has been used by the OSC as the basis for preparing this Annual Financial Report for the fiscal year ended 2021:

List of funds being used

- A - General
- DA - Highway Town-wide
- H - Capital Projects
- ST - Special District(s) Public Parking
- TC - Custodial
- TE - Private Purpose Trust
- K - Schedule of Non-Current Government Assets
- W - Schedule of Non-Current Government Liabilities

All amounts included in this Annual Financial Report for 2021 represent data filed by your government with OSC as reviewed and adjusted where necessary.

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

**A - General
Balance Sheet**

	12/31/2021	12/31/2020	12/31/2019
Assets and Deferred Outflows of Resources			
Assets			
Cash			
200 - Cash	-	\$4,039,716.00	\$8,233,808.00
Total for Cash	\$0.00	\$4,039,716.00	\$8,233,808.00
Restricted Assets			
230 - Cash Special Reserves	\$3,524,806.00	-	\$3,157,792.00
Total for Restricted Assets	\$3,524,806.00	\$0.00	\$3,157,792.00
Taxes Receivable (net)			
250 - Taxes Receivable Current	\$142,352.00	\$131,933.00	\$70,575.00
260 - Taxes Receivable Overdue	\$518,781.00	\$414,398.00	\$353,259.00
280 - Returned School Taxes Receivable	-	-	\$12,567,039.00
330 - Property Acquired For Taxes	-	-	\$326,846.00
342 - Allowance For Uncollectible Taxes	(\$200,993.00)	(\$165,633.00)	(\$434,988.00)
Total for Taxes Receivable (net)	\$460,140.00	\$380,698.00	\$12,882,731.00
Due From Other Funds			
391 - Due From Other Funds	\$2,005,185.00	\$818,080.00	\$51,142.00
Total for Due From Other Funds	\$2,005,185.00	\$818,080.00	\$51,142.00
Due From Other Governments			

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

**A - General
Balance Sheet**

	12/31/2021	12/31/2020	12/31/2019
440 - Due from Other Governments <i>Sales Tax-Mortgage Tax</i>	\$513,145.00	\$586,519.00	\$363,065.00
Total for Due From Other Governments	\$513,145.00	\$586,519.00	\$363,065.00
Other Receivables (net)			
380 - Accounts Receivable	\$68,630.00	\$33,431.00	-
Total for Other Receivables (net)	\$68,630.00	\$33,431.00	\$0.00
Prepaid Expenses			
480 - Prepaid Expenses	\$263,584.00	\$283,906.00	\$188,500.00
Total for Prepaid Expenses	\$263,584.00	\$283,906.00	\$188,500.00
Total for Assets	\$6,835,490.00	\$6,142,350.00	\$24,877,038.00
Total for Assets and Deferred Outflows of Resources	\$6,835,490.00	\$6,142,350.00	\$24,877,038.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

**A - General
Balance Sheet**

	12/31/2021	12/31/2020	12/31/2019
Liabilities, Deferred Inflows of Resources And Fund Balance			
Liabilities			
Accounts Payable			
600 - Accounts Payable	\$120,295.00	\$359,355.00	\$76,933.00
Total for Accounts Payable	\$120,295.00	\$359,355.00	\$76,933.00
Payroll Liabilities			
726 - Social Security Tax	-	\$173,630.00	-
Total for Payroll Liabilities	\$0.00	\$173,630.00	\$0.00
Due To Other Funds			
630 - Due To Other Funds	\$246,550.00	\$43,910.00	\$101,461.00
Total for Due To Other Funds	\$246,550.00	\$43,910.00	\$101,461.00
Due To Other Governments			
660 - Due To School Districts	-	-	\$19,998,486.00
Total for Due To Other Governments	\$0.00	\$0.00	\$19,998,486.00
Other Deposits			
730 - Guaranty & Bid Deposits	\$532,557.00	\$438,477.00	-
Total for Other Deposits	\$532,557.00	\$438,477.00	\$0.00
Other Liabilities			
688 - Other Liabilities ARPA.	\$201,585.00	-	-

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

**A - General
Balance Sheet**

	12/31/2021	12/31/2020	12/31/2019
690 - Overpayments and Clearing Account	-	\$31,879.00	\$3,848.00
Total for Other Liabilities	\$201,585.00	\$31,879.00	\$3,848.00
Total for Liabilities	\$1,100,987.00	\$1,047,251.00	\$20,180,728.00
Deferred Inflows of Resources			
Deferred Inflows of Resources			
694 - Deferred Taxes	\$442,872.00	\$338,700.00	\$264,460.00
Total for Deferred Inflows of Resources	\$442,872.00	\$338,700.00	\$264,460.00
Total for Deferred Inflows of Resources	\$442,872.00	\$338,700.00	\$264,460.00
Fund Balance			
Nonspendable Fund Balance			
806 - Not In Spendable Form	\$263,584.00	\$283,906.00	\$188,500.00
Total for Nonspendable Fund Balance	\$263,584.00	\$283,906.00	\$188,500.00
Restricted Fund Balance			
878 - Capital Reserve	\$3,910,512.00	\$3,534,346.00	\$3,157,792.00
Total for Restricted Fund Balance	\$3,910,512.00	\$3,534,346.00	\$3,157,792.00
Assigned Fund Balance			
914 - Assigned Appropriated Fund Balance	\$400,000.00	\$250,000.00	\$200,000.00
Total for Assigned Fund Balance	\$400,000.00	\$250,000.00	\$200,000.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

**A - General
Balance Sheet**

	12/31/2021	12/31/2020	12/31/2019
Unassigned Fund Balance			
917 - Unassigned Fund Balance	\$717,535.00	\$688,147.00	\$885,568.00
Total for Unassigned Fund Balance	\$717,535.00	\$688,147.00	\$885,568.00
Total for Fund Balance	\$5,291,631.00	\$4,756,399.00	\$4,431,860.00
Total for Liabilities, Deferred Inflows of Resources And Fund Balance	\$6,835,490.00	\$6,142,350.00	\$24,877,048.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

**A - General
Results of Operations**

	12/31/2021	12/31/2020	12/31/2019
Revenues and Other Sources			
Revenues			
Real Property Taxes			
1001 - Real Property Taxes	\$3,774,543.00	\$3,708,566.00	\$3,910,661.00
Total for Real Property Taxes	\$3,774,543.00	\$3,708,566.00	\$3,910,661.00
Real Property Tax Items			
1081 - Other Payments In Lieu of Taxes	\$5,000.00	\$5,000.00	\$5,000.00
1090 - Interest and Penalties on Real Prop Taxes	\$223,151.00	\$157,541.00	\$170,359.00
Total for Real Property Tax Items	\$228,151.00	\$162,541.00	\$175,359.00
Non Property Tax Items			
1120 - Non Property Tax Distribution by County	\$1,218,591.00	\$1,058,006.00	\$933,886.00
1170 - Franchise Tax	\$154,013.00	\$167,797.00	\$109,200.00
Total for Non Property Tax Items	\$1,372,604.00	\$1,225,803.00	\$1,043,086.00
Departmental Income			
1255 - Clerk Fees	\$14,512.00	\$2,171.00	\$4,747.00
1560 - Safety Inspection Fees	\$5,961.00	\$7,972.00	\$12,064.00
2001 - Park and Recreational Charges	\$263,538.00	\$170,018.00	\$241,303.00
2025 - Special Recreational Facility Charges	\$185,383.00	\$86,577.00	\$141,497.00
2110 - Zoning Fees	\$1,084.00	\$240.00	\$960.00
2115 - Planning Board Fees	\$10,860.00	\$2,400.00	\$3,920.00
2130 - Refuse and Garbage Charges	\$9,363.00	\$2,694.00	\$3,444.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

**A - General
Results of Operations**

	12/31/2021	12/31/2020	12/31/2019
2190 - Sale of Cemetery Lots	\$16,400.00	\$5,300.00	\$21,400.00
Total for Departmental Income	\$507,101.00	\$277,372.00	\$429,335.00
Intergovernmental Charges			
2210 - General Services Other Government <i>Parking District</i>	\$7,530.00	\$9,276.00	\$17,770.00
Total for Intergovernmental Charges	\$7,530.00	\$9,276.00	\$17,770.00
Use of Money and Property			
2401 - Interest and Earnings	\$1,829.00	\$96,680.00	\$34,357.00
2410 - Rental of Real Property	\$2,100.00	\$800.00	\$11,800.00
Total for Use of Money and Property	\$3,929.00	\$97,480.00	\$46,157.00
Licenses and Permits			
2501 - Business and Occupational License	\$5,750.00	\$600.00	\$5,250.00
2544 - Dog Licenses	\$3,640.00	\$2,120.00	\$3,964.00
2590 - Permits Other	\$197,760.00	\$148,141.00	\$123,995.00
Total for Licenses and Permits	\$207,150.00	\$150,861.00	\$133,209.00
Fines and Forfeitures			
2610 - Fines and Forfeited Bail	\$12,427.00	\$12,130.00	\$36,369.00
Total for Fines and Forfeitures	\$12,427.00	\$12,130.00	\$36,369.00
Sale of Property and Compensation for Loss			
2651 - Sales of Refuse For Recycling	-	\$0.00	\$785.00
2665 - Sales of Equipment	\$16,396.00	-	-

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

**A - General
Results of Operations**

	12/31/2021	12/31/2020	12/31/2019
2680 - Insurance Recoveries	\$30,401.00	\$2,242.00	\$2,519.00
Total for Sale of Property and Compensation for Loss	\$46,797.00	\$2,242.00	\$3,304.00
Miscellaneous Local Sources			
2700 - Reimbursement of Medicare Part D Expenditures	\$261.00	\$6,467.00	\$2,645.00
2701 - Refunds of Prior Year Expenditures	\$33,510.00	\$5,780.00	\$24,575.00
2705 - Gifts and Donations	\$8,912.00	\$4,700.00	\$68,030.00
2750 - AIM Related Payments	\$19,252.00	\$19,252.00	-
Total for Miscellaneous Local Sources	\$61,935.00	\$36,199.00	\$95,250.00
State Aid			
3001 - State Aid Revenue Sharing	-	\$0.00	\$19,252.00
3005 - State Aid Mortgage Tax	\$696,269.00	\$539,531.00	\$334,311.00
3389 - State Aid Other Public Safety	\$4,055.00	\$133,874.00	\$79,861.00
Total for State Aid	\$700,324.00	\$673,405.00	\$433,424.00
Federal Aid			
4089 - Federal Aid Other	\$47,411.00	-	-
4389 - Federal Aid Other Public Safety	\$44,852.00	-	-
Total for Federal Aid	\$92,263.00	\$0.00	\$0.00
Total for Revenues	\$7,014,754.00	\$6,355,875.00	\$6,323,924.00
Total for Revenues and Other Sources	\$7,014,754.00	\$6,355,875.00	\$6,323,924.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

A - General
Statement of Expenditures and Other Uses

	12/31/2021	12/31/2020	12/31/2019
Expenditures and Other Uses			
Expenditures			
General Government Support			
10101 - Legislative Board - Personal Services	\$39,000.00	\$38,600.00	\$37,840.00
10104 - Legislative Board - Contractual	\$5,426.00	\$11,401.00	\$12,519.00
11101 - Municipal Court - Personal Services	\$161,623.00	\$156,462.00	\$145,309.00
11104 - Municipal Court - Contractual	\$11,348.00	\$4,633.00	\$5,549.00
12201 - Supervisor - Personal Services	\$130,950.00	\$122,930.00	\$121,962.00
12204 - Supervisor - Contractual	\$1,793.00	\$2,020.00	\$2,899.00
13101 - Director of Finance - Personal Services	\$144,294.00	\$131,520.00	\$110,942.00
13104 - Director of Finance - Contractual	\$39,439.00	\$12,948.00	\$9,591.00
13204 - Auditor - Contractual	-	\$36,860.00	\$38,800.00
13301 - Tax Collection - Personal Services	\$81,310.00	\$77,912.00	\$86,351.00
13304 - Tax Collection - Contractual	\$11,028.00	\$8,177.00	\$10,525.00
13551 - Assessment - Personal Services	\$93,688.00	\$92,692.00	\$89,805.00
13554 - Assessment - Contractual	\$10,707.00	\$12,944.00	\$16,093.00
14101 - Clerk - Personal Services	\$109,199.00	\$104,313.00	\$90,659.00
14104 - Clerk - Contractual	\$7,045.00	\$4,325.00	\$5,292.00
14201 - Law - Personal Services	\$71,880.00	\$70,471.00	\$70,471.00
14204 - Law - Contractual	\$20,501.00	\$23,590.00	\$18,872.00
14404 - Engineer - Contractual	\$11,519.00	-	-
14501 - Elections - Personal Services	\$2,000.00	\$2,000.00	\$2,000.00
14504 - Elections - Contractual	\$5,737.00	\$5,570.00	\$5,408.00
16201 - Operation of Plant - Personal Services	\$280,308.00	\$255,794.00	\$266,427.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

A - General
Statement of Expenditures and Other Uses

	12/31/2021	12/31/2020	12/31/2019
16202 - Operation of Plant - Equipment and Capital Outlay	\$9,342.00	\$1,094.00	\$5,963.00
16204 - Operation of Plant - Contractual	\$147,094.00	\$203,610.00	\$150,067.00
16704 - Central Printing and Mailing - Contractual	\$10,847.00	\$12,470.00	\$13,982.00
16801 - Central Data Processing - Personal Services	\$16,831.00	\$32,904.00	\$53,809.00
16802 - Central Data Processing - Equipment and Capital Outlay	\$58,849.00	\$8,309.00	\$8,852.00
16804 - Central Data Processing - Contractual	\$39,071.00	\$48,232.00	\$76,664.00
19104 - Unallocated Insurance - Contractual	\$99,784.00	\$87,562.00	\$82,216.00
19204 - Municipal Association Dues - Contractual	\$2,225.00	\$2,225.00	\$5,800.00
19304 - Judgements and Claims - Contractual	\$29,633.00	\$0.00	\$2,144.00
19804 - Payment Of MTA Payroll Tax - Contractual	\$10,396.00	\$9,638.00	\$9,204.00
Total for General Government Support	\$1,662,867.00	\$1,581,206.00	\$1,556,015.00
Public Safety			
30102 - Public Safety Administration - Equipment and Capital Outlay	\$15,102.00	\$6,542.00	\$21,312.00
30104 - Public Safety Administration - Contractual	\$8,662.00	\$16,184.00	\$5,028.00
30202 - Public Safety Communication Systems - Equipment and Capital Outlay	\$13,913.00	\$8,290.00	\$4,200.00
30204 - Public Safety Communication Systems - Contractual	\$68,633.00	\$61,437.00	\$62,944.00
31201 - Police - Personal Services	\$1,090,963.00	\$993,688.00	\$936,096.00
31202 - Police - Equipment and Capital Outlay	\$11,987.00	\$13,868.00	\$37,274.00
31204 - Police - Contractual	\$80,923.00	\$66,039.00	\$91,705.00
33104 - Traffic Control - Contractual	\$7,242.00	\$2,145.00	\$3,777.00
35101 - Dog Control - Personal Services	\$7,688.00	\$5,420.00	\$1,958.00
35104 - Dog Control - Contractual	\$205,647.00	\$0.00	\$39.00
36201 - Safety Inspection - Personal Services	-	\$231,537.00	\$237,262.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

A - General
Statement of Expenditures and Other Uses

	12/31/2021	12/31/2020	12/31/2019
36204 - Safety Inspection - Contractual	\$5,965.00	\$6,108.00	\$6,037.00
Total for Public Safety	\$1,516,725.00	\$1,411,258.00	\$1,407,632.00
Health			
42104 - Narcotics Guidance Council - Contractual	\$13,000.00	\$13,000.00	-
43204 - Mental Health Programs - Contractual	\$92,633.00	\$184,091.00	\$30,565.00
45404 - Ambulance - Contractual	\$142,675.00	\$135,096.00	\$125,600.00
Total for Health	\$248,308.00	\$332,187.00	\$156,165.00
Transportation			
50101 - Highway and Street Administration - Personal Services	\$108,345.00	\$105,873.00	\$124,061.00
50104 - Highway and Street Administration - Contractual	\$6,472.00	\$1,662.00	\$4,408.00
51324 - Garage - Contractual	\$26,600.00	\$19,906.00	\$44,875.00
51824 - Street Lighting - Contractual	\$1,380.00	\$5,265.00	\$7,407.00
Total for Transportation	\$142,797.00	\$132,706.00	\$180,751.00
Economic Assistance and Opportunity			
67724 - Programs for the Aging - Contractual	\$5,893.00	\$6,065.00	\$6,036.00
Total for Economic Assistance and Opportunity	\$5,893.00	\$6,065.00	\$6,036.00
Culture and Recreation			
70201 - Parks and Recreation Administration - Personal Services	\$143,300.00	\$137,226.00	\$132,949.00
70204 - Parks and Recreation Administration - Contractual	\$19,521.00	\$6,629.00	\$8,322.00
71101 - Parks - Personal Services	\$70,651.00	\$70,775.00	\$66,980.00
71104 - Parks - Contractual	\$43,085.00	\$38,167.00	\$24,627.00
71401 - Playground and Recreation Centers - Personal Services	\$133,195.00	\$56,316.00	\$100,201.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

A - General
Statement of Expenditures and Other Uses

	12/31/2021	12/31/2020	12/31/2019
71404 - Playground and Recreation Centers - Contractual	\$65,842.00	\$53,267.00	\$61,099.00
71801 - Special Recreation Facilities - Personal Services	\$154,398.00	\$83,948.00	\$111,132.00
71804 - Special Recreation Facilities - Contractual	\$59,437.00	\$71,955.00	\$57,975.00
72704 - Band Concerts - Contractual	\$6,510.00	\$4,180.00	\$5,469.00
74504 - Museum/Art Gallery - Contractual	\$1,743.00	\$1,542.00	\$2,231.00
75101 - Historian - Personal Services	\$1,850.00	\$2,100.00	\$1,500.00
75201 - Historical Property - Personal Services	\$3,575.00	\$2,200.00	\$1,077.00
75504 - Celebrations - Contractual	\$12,654.00	\$7,902.00	\$16,311.00
76201 - Adult Recreation - Personal Services	\$24,817.00	\$22,854.00	\$27,568.00
76204 - Adult Recreation - Contractual	\$15,323.00	\$2,999.00	\$10,974.00
Total for Culture and Recreation	\$755,901.00	\$562,060.00	\$628,415.00
Home and Community Services			
80101 - Zoning - Personal Services	\$6,950.00	\$7,033.00	\$6,094.00
80104 - Zoning - Contractual	-	-	\$1,500.00
80201 - Planning and Surveys - Personal Services	\$32,577.00	\$92,795.00	\$81,920.00
80204 - Planning and Surveys - Contractual	\$6,775.00	\$7,513.00	\$10,183.00
80304 - Research - Contractual	\$7,785.00	\$8,553.00	\$13,420.00
80901 - Environmental Control - Personal Services	\$5,333.00	\$6,138.00	\$5,313.00
80904 - Environmental Control - Contractual	\$20,505.00	\$13,732.00	\$12,185.00
85401 - Drainage - Personal Services	\$30,844.00	\$19,600.00	\$18,868.00
85604 - Shade Trees - Contractual	\$24,790.00	-	\$7,620.00
87101 - Conservation - Personal Services	\$4,601.00	\$14,584.00	\$13,797.00
87104 - Conservation - Contractual	\$20,504.00	\$18,008.00	\$12,080.00
88101 - Cemetery - Personal Services	\$3,000.00	\$3,000.00	\$3,000.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

A - General
Statement of Expenditures and Other Uses

	12/31/2021	12/31/2020	12/31/2019
88104 - Cemetery - Contractual	-	-	\$0.00
Total for Home and Community Services	\$163,664.00	\$190,956.00	\$185,980.00
Employee Benefits			
90108 - State Retirement System - Employee Benefits	\$294,166.00	\$275,330.00	\$318,936.00
90158 - Police Retirement - Employee Benefits	\$141,663.00	\$122,447.00	\$117,467.00
90308 - Social Security - Employee Benefits	\$233,948.00	\$216,456.00	\$217,590.00
90408 - Workers' Compensation - Employee Benefits	\$67,151.00	\$63,673.00	\$72,318.00
90508 - Unemployment Insurance - Employee Benefits	\$11,595.00	\$12,438.00	\$362.00
90558 - Disability Insurance - Employee Benefits	\$13,714.00	\$21,588.00	\$16,690.00
90608 - Hospital, Medical and Dental Insurance - Employee Benefits	\$1,034,233.00	\$995,378.00	\$900,555.00
Total for Employee Benefits	\$1,796,470.00	\$1,707,310.00	\$1,643,918.00
Debt Service			
97106 - Serial Bonds - Debt Principal	\$32,000.00	\$32,000.00	\$80,000.00
97107 - Serial Bonds - Debt Interest	\$2,774.00	\$4,273.00	\$11,687.00
97306 - Bond Anticipation Notes - Debt Principal	\$90,000.00	\$60,000.00	\$72,500.00
97307 - Bond Anticipation Notes - Debt Interest	\$20,323.00	\$11,315.00	\$23,604.00
Total for Debt Service	\$145,097.00	\$107,588.00	\$187,791.00
Total for Expenditures	\$6,437,722.00	\$6,031,336.00	\$5,952,703.00
Other Uses			
Operating Transfers			

Town of Pound Ridge
 Annual Financial Report
 For the Fiscal Period 01/01/2021 - 12/31/2021

A - General
Statement of Expenditures and Other Uses

	12/31/2021	12/31/2020	12/31/2019
99019 - Transfers to Other Funds - Interfund Transfer <i>transfer to Highway</i>	\$41,800.00	-	-
Total for Operating Transfers	\$41,800.00	\$0.00	\$0.00
Total for Other Uses	\$41,800.00	\$0.00	\$0.00
Total for Expenditures and Other Uses	\$6,479,522.00	\$6,031,336.00	\$5,952,703.00

Town of Pound Ridge
 Annual Financial Report
 For the Fiscal Period 01/01/2021 - 12/31/2021

**A - General
 Changes in Fund Balance**

	12/31/2021	12/31/2020	12/31/2019
Analysis of Changes in Fund Balance			
8021 - Fund Balance - Beginning of Year	\$4,756,399.00	\$4,431,860.00	\$4,060,639.00
8022 - Restated Fund Balance - Beginning of Year	\$4,756,399.00	\$4,431,860.00	\$4,060,639.00
Add Revenues and Other Sources	\$7,014,754.00	\$6,355,875.00	\$6,323,924.00
Deduct Expenditures and Other Uses	\$6,479,522.00	\$6,031,336.00	\$5,952,703.00
8029 - Fund Balance - End of Year	\$5,291,631.00	\$4,756,399.00	\$4,431,860.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

**A - General
Adopted Budget Summary**

	12/31/2022	12/31/2021	12/31/2020
Estimated Revenues and Other Sources			
Estimated Revenue			
1049 - Est Rev - Property Taxes	\$3,975,508.00	\$3,914,093.00	\$3,840,151.00
1099 - Est Rev - Property Tax Items	\$185,000.00	\$185,000.00	\$205,000.00
1199 - Est Rev - Non-Property Tax Items	\$1,280,000.00	\$1,180,000.00	\$1,180,000.00
1299 - Est Rev - Departmental Income	\$425,200.00	\$395,200.00	\$395,200.00
2399 - Est Rev - Intergovernmental Charges	\$25,000.00	\$25,000.00	\$25,000.00
2499 - Est Rev - Use of Money and Property	\$75,000.00	\$66,000.00	\$106,000.00
2599 - Est Rev - Licenses and Permits	\$211,000.00	\$211,000.00	\$211,000.00
2649 - Est Rev - Fines and Forfeitures	\$40,000.00	\$40,000.00	\$58,000.00
2699 - Est Rev - Sales of Property and Compensation for Loss	\$17,800.00	\$17,800.00	\$17,800.00
2799 - Est Rev - Other Revenues	\$30,000.00	\$30,000.00	\$30,000.00
3099 - Est Rev - State Aid	\$479,252.00	\$569,252.00	\$569,252.00
4099 - Est Rev - Federal Aid	\$16,000.00	\$16,000.00	\$16,000.00
Total for Estimated Revenue	\$6,759,760.00	\$6,649,345.00	\$6,653,403.00
Estimated Other Sources			
599 - Appropriated Fund Balance	\$400,000.00	\$250,000.00	\$200,000.00
Total for Estimated Other Sources	\$400,000.00	\$250,000.00	\$200,000.00
Total for Estimated Revenues and Other Sources	\$7,159,760.00	\$6,899,345.00	\$6,853,403.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

**A - General
Adopted Budget Summary**

	12/31/2022	12/31/2021	12/31/2020
Estimated Appropriations and Other Uses			
Estimated Appropriations			
1999 - App - General Government Support	\$1,829,858.00	\$1,773,202.00	\$1,828,428.00
3999 - App - Public Safety	\$1,696,655.00	\$1,611,441.00	\$1,518,927.00
4999 - App - Health	\$173,000.00	\$321,000.00	\$318,097.00
5999 - App - Transportation	\$176,859.00	\$172,540.00	\$174,423.00
6999 - App - Economic Assistance and Opportunity	\$6,650.00	\$6,650.00	\$6,650.00
7999 - App - Culture and Recreation	\$798,344.00	\$737,928.00	\$686,981.00
8999 - App - Home and Community Services	\$189,100.00	\$169,100.00	\$229,798.00
9199 - App - Employee Benefits	\$1,728,000.00	\$1,615,000.00	\$1,606,000.00
9899 - App - Debt Service	\$185,000.00	\$116,300.00	\$107,700.00
Total for Estimated Appropriations	\$6,783,466.00	\$6,523,161.00	\$6,477,004.00
Estimated Other Uses			
962 - Other Budgetary Purposes	\$376,294.00	\$376,184.00	\$376,399.00
Total for Estimated Other Uses	\$376,294.00	\$376,184.00	\$376,399.00
Total for Estimated Appropriations and Other Uses	\$7,159,760.00	\$6,899,345.00	\$6,853,403.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

**DA - Highway Town-wide
Balance Sheet**

	12/31/2021	12/31/2020	12/31/2019
Assets and Deferred Outflows of Resources			
Assets			
Cash			
200 - Cash	\$69,349.00	\$35,645.00	\$293,881.00
Total for Cash	\$69,349.00	\$35,645.00	\$293,881.00
Due From Other Funds			
391 - Due From Other Funds	\$394,538.00	\$34,771.00	\$1,095,023.00
Total for Due From Other Funds	\$394,538.00	\$34,771.00	\$1,095,023.00
Other Receivables (net)			
380 - Accounts Receivable	-	\$0.00	\$15,970.00
Total for Other Receivables (net)	\$0.00	\$0.00	\$15,970.00
Prepaid Expenses			
480 - Prepaid Expenses	\$75,613.00	\$85,899.00	\$54,828.00
Total for Prepaid Expenses	\$75,613.00	\$85,899.00	\$54,828.00
Total for Assets	\$539,500.00	\$156,315.00	\$1,459,702.00
Total for Assets and Deferred Outflows of Resources	\$539,500.00	\$156,315.00	\$1,459,702.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

**DA - Highway Town-wide
Balance Sheet**

	12/31/2021	12/31/2020	12/31/2019
Liabilities, Deferred Inflows of Resources And Fund Balance			
Liabilities			
Accounts Payable			
600 - Accounts Payable	\$672,728.00	\$152,081.00	\$52,250.00
Total for Accounts Payable	\$672,728.00	\$152,081.00	\$52,250.00
Due To Other Funds			
630 - Due To Other Funds	-	-	\$1,286,114.00
Total for Due To Other Funds	\$0.00	\$0.00	\$1,286,114.00
Total for Liabilities	\$672,728.00	\$152,081.00	\$1,338,364.00
Fund Balance			
Nonspendable Fund Balance			
806 - Not In Spendable Form	\$75,613.00	\$0.00	\$54,828.00
Total for Nonspendable Fund Balance	\$75,613.00	\$0.00	\$54,828.00
Assigned Fund Balance			
914 - Assigned Appropriated Fund Balance	-	\$0.00	\$66,510.00
915 - Assigned Unappropriated Fund Balance	-	\$4,234.00	\$0.00
Total for Assigned Fund Balance	\$0.00	\$4,234.00	\$66,510.00
Unassigned Fund Balance			
917 - Unassigned Fund Balance	(\$208,821.00)	-	-

Town of Pound Ridge
 Annual Financial Report
 For the Fiscal Period 01/01/2021 - 12/31/2021

**DA - Highway Town-wide
 Balance Sheet**

	12/31/2021	12/31/2020	12/31/2019
Total for Unassigned Fund Balance	(\$208,821.00)	\$0.00	\$0.00
Total for Fund Balance	(\$133,208.00)	\$4,234.00	\$121,338.00
Total for Liabilities, Deferred Inflows of Resources And Fund Balance	\$539,520.00	\$156,315.00	\$1,459,702.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

**DA - Highway Town-wide
Results of Operations**

	12/31/2021	12/31/2020	12/31/2019
Revenues and Other Sources			
Revenues			
Real Property Taxes			
1001 - Real Property Taxes	\$2,126,154.00	\$2,086,305.00	\$1,995,044.00
Total for Real Property Taxes	\$2,126,154.00	\$2,086,305.00	\$1,995,044.00
Intergovernmental Charges			
2300 - Transportation Services Other Governments <i>Westchester County Snow Removal</i>	\$10,417.00	\$10,815.00	\$12,036.00
Total for Intergovernmental Charges	\$10,417.00	\$10,815.00	\$12,036.00
Use of Money and Property			
2401 - Interest and Earnings	\$274.00	-	\$239.00
Total for Use of Money and Property	\$274.00	\$0.00	\$239.00
Sale of Property and Compensation for Loss			
2665 - Sales of Equipment	-	-	\$48,230.00
2680 - Insurance Recoveries	-	-	\$6,965.00
Total for Sale of Property and Compensation for Loss	\$0.00	\$0.00	\$55,195.00
State Aid			
3501 - State Aid Consolidated Highway Aid	-	\$117,292.00	\$167,480.00
Total for State Aid	\$0.00	\$117,292.00	\$167,480.00
Total for Revenues	\$2,136,845.00	\$2,214,412.00	\$2,229,994.00

Town of Pound Ridge
 Annual Financial Report
 For the Fiscal Period 01/01/2021 - 12/31/2021

**DA - Highway Town-wide
 Results of Operations**

	12/31/2021	12/31/2020	12/31/2019
Other Sources			
Operating Transfers			
5031 - Interfund Transfers	\$41,800.00	-	-
Total for Operating Transfers	\$41,800.00	\$0.00	\$0.00
Total for Other Sources	\$41,800.00	\$0.00	\$0.00
Total for Revenues and Other Sources	\$2,178,645.00	\$2,214,412.00	\$2,229,994.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

**DA - Highway Town-wide
Statement of Expenditures and Other Uses**

	12/31/2021	12/31/2020	12/31/2019
Expenditures and Other Uses			
Expenditures			
General Government Support			
19804 - Payment Of MTA Payroll Tax - Contractual	\$3,083.00	\$3,009.00	\$2,605.00
Total for General Government Support	\$3,083.00	\$3,009.00	\$2,605.00
Transportation			
51101 - Maintenance of Roads - Personal Services	\$167,220.00	\$152,431.00	\$140,639.00
51104 - Maintenance of Roads - Contractual	\$198,930.00	\$282,279.00	\$125,910.00
51122 - Permanent Improvements Highway - Equipment and Capital Outlay	-	\$117,292.00	\$167,480.00
51301 - Machinery - Personal Services	\$99,025.00	\$108,076.00	\$98,390.00
51302 - Machinery - Equipment and Capital Outlay	\$22,377.00	\$18,634.00	\$23,934.00
51304 - Machinery - Contractual	\$126,262.00	\$139,084.00	\$126,979.00
51401 - Brush And Weeds - Personal Services	\$470,006.00	\$471,704.00	\$383,562.00
51404 - Brush And Weeds - Contractual	\$10,319.00	\$12,313.00	\$12,996.00
51421 - Snow Removal - Personal Services	\$228,112.00	\$189,635.00	\$226,876.00
51424 - Snow Removal - Contractual	\$84,773.00	\$86,659.00	\$155,166.00
Total for Transportation	\$1,407,024.00	\$1,578,107.00	\$1,461,932.00
Employee Benefits			
90108 - State Retirement System - Employee Benefits	\$145,667.00	\$117,999.00	\$164,356.00
90308 - Social Security - Employee Benefits	\$70,933.00	\$67,702.00	\$63,004.00
90408 - Workers' Compensation - Employee Benefits	\$44,768.00	\$42,449.00	\$39,219.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

**DA - Highway Town-wide
Statement of Expenditures and Other Uses**

	12/31/2021	12/31/2020	12/31/2019
90558 - Disability Insurance - Employee Benefits	\$6,754.00	\$4,712.00	\$5,473.00
90608 - Hospital, Medical and Dental Insurance - Employee Benefits	\$326,575.00	\$242,318.00	\$289,995.00
Total for Employee Benefits	\$594,697.00	\$475,180.00	\$562,047.00
Debt Service			
97106 - Serial Bonds - Debt Principal	\$96,000.00	\$96,000.00	\$179,426.00
97107 - Serial Bonds - Debt Interest	\$9,979.00	\$12,819.00	\$12,897.00
97306 - Bond Anticipation Notes - Debt Principal	\$185,000.00	\$140,000.00	\$72,500.00
97307 - Bond Anticipation Notes - Debt Interest	\$20,324.00	\$26,401.00	\$23,604.00
Total for Debt Service	\$311,303.00	\$275,220.00	\$288,427.00
Total for Expenditures	\$2,316,107.00	\$2,331,516.00	\$2,315,011.00
Total for Expenditures and Other Uses	\$2,316,107.00	\$2,331,516.00	\$2,315,011.00

Town of Pound Ridge
 Annual Financial Report
 For the Fiscal Period 01/01/2021 - 12/31/2021

**DA - Highway Town-wide
 Changes in Fund Balance**

	12/31/2021	12/31/2020	12/31/2019
Analysis of Changes in Fund Balance			
8021 - Fund Balance - Beginning of Year	\$4,234.00	\$121,338.00	\$206,355.00
8022 - Restated Fund Balance - Beginning of Year	\$4,234.00	\$121,338.00	\$206,355.00
Add Revenues and Other Sources	\$2,178,645.00	\$2,214,412.00	\$2,229,994.00
Deduct Expenditures and Other Uses	\$2,316,107.00	\$2,331,516.00	\$2,315,011.00
8029 - Fund Balance - End of Year	(\$133,228.00)	\$4,234.00	\$121,338.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

**DA - Highway Town-wide
Adopted Budget Summary**

	12/31/2022	12/31/2021	12/31/2020
Estimated Revenues and Other Sources			
Estimated Revenue			
1049 - Est Rev - Property Taxes	\$2,278,783.00	\$2,126,154.00	\$2,086,305.00
1299 - Est Rev - Departmental Income	\$41,200.00	\$41,200.00	\$41,200.00
2801 - Est Rev - Interfund Revenues	\$120,000.00	\$30,000.00	\$30,000.00
3099 - Est Rev - State Aid	\$180,000.00	\$180,000.00	\$180,000.00
Total for Estimated Revenue	\$2,619,983.00	\$2,377,354.00	\$2,337,505.00
Estimated Other Sources			
599 - Appropriated Fund Balance	-	\$100,000.00	\$104,000.00
Total for Estimated Other Sources	\$0.00	\$100,000.00	\$104,000.00
Total for Estimated Revenues and Other Sources	\$2,619,983.00	\$2,477,354.00	\$2,441,505.00

Town of Pound Ridge
 Annual Financial Report
 For the Fiscal Period 01/01/2021 - 12/31/2021

**DA - Highway Town-wide
 Adopted Budget Summary**

	12/31/2022	12/31/2021	12/31/2020
Estimated Appropriations and Other Uses			
Estimated Appropriations			
8999 - App - Home and Community Services	\$1,683,168.00	\$1,628,054.00	\$1,613,205.00
9199 - App - Employee Benefits	\$577,000.00	\$549,000.00	\$553,000.00
9899 - App - Debt Service	\$359,815.00	\$300,300.00	\$275,300.00
Total for Estimated Appropriations	\$2,619,983.00	\$2,477,354.00	\$2,441,505.00
Total for Estimated Appropriations and Other Uses	\$2,619,983.00	\$2,477,354.00	\$2,441,505.00

Town of Pound Ridge
 Annual Financial Report
 For the Fiscal Period 01/01/2021 - 12/31/2021

**H - Capital Projects
 Balance Sheet**

	12/31/2021	12/31/2020	12/31/2019
Assets and Deferred Outflows of Resources			
Assets			
Cash			
200 - Cash	\$137,768.00	\$163,628.00	\$253,451.00
Total for Cash	\$137,768.00	\$163,628.00	\$253,451.00
Due From Other Funds			
391 - Due From Other Funds	-	-	\$255,364.00
Total for Due From Other Funds	\$0.00	\$0.00	\$255,364.00
Total for Assets	\$137,768.00	\$163,628.00	\$508,815.00
Total for Assets and Deferred Outflows of Resources	\$137,768.00	\$163,628.00	\$508,815.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

**H - Capital Projects
Balance Sheet**

	12/31/2021	12/31/2020	12/31/2019
Liabilities, Deferred Inflows of Resources And Fund Balance			
Liabilities			
Accounts Payable			
600 - Accounts Payable	\$3,755.00	\$292,071.00	\$269,051.00
Total for Accounts Payable	\$3,755.00	\$292,071.00	\$269,051.00
Due To Other Funds			
630 - Due To Other Funds	\$2,231,362.00	\$852,607.00	\$106,177.00
Total for Due To Other Funds	\$2,231,362.00	\$852,607.00	\$106,177.00
Notes Payable			
626 - Bond Anticipation Notes Payable	\$3,930,000.00	\$4,205,000.00	\$1,955,000.00
Total for Notes Payable	\$3,930,000.00	\$4,205,000.00	\$1,955,000.00
Total for Liabilities	\$6,165,117.00	\$5,349,678.00	\$2,330,228.00
Fund Balance			
Unassigned Fund Balance			
917 - Unassigned Fund Balance	(\$6,027,349.00)	(\$5,186,050.00)	(\$1,821,413.00)
Total for Unassigned Fund Balance	(\$6,027,349.00)	(\$5,186,050.00)	(\$1,821,413.00)
Total for Fund Balance	(\$6,027,349.00)	(\$5,186,050.00)	(\$1,821,413.00)
Total for Liabilities, Deferred Inflows of Resources And Fund Balance	\$137,768.00	\$163,628.00	\$508,815.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

**H - Capital Projects
Results of Operations**

	12/31/2021	12/31/2020	12/31/2019
Revenues and Other Sources			
Revenues			
Use of Money and Property			
2401 - Interest and Earnings	\$16.00	\$940.00	-
Total for Use of Money and Property	\$16.00	\$940.00	\$0.00
Miscellaneous Local Sources			
2705 - Gifts and Donations	-	\$510,000.00	-
Total for Miscellaneous Local Sources	\$0.00	\$510,000.00	\$0.00
Federal Aid			
4097 - Federal Aid Capital Projects	\$14,029.00	-	-
Total for Federal Aid	\$14,029.00	\$0.00	\$0.00
Total for Revenues	\$14,045.00	\$510,940.00	\$0.00
Other Sources			
Proceeds of Obligations			
5731 - BANS Redeemed from Appropriations	\$275,000.00	\$200,000.00	\$145,000.00
Total for Proceeds of Obligations	\$275,000.00	\$200,000.00	\$145,000.00
Total for Other Sources	\$275,000.00	\$200,000.00	\$145,000.00
Total for Revenues and Other Sources	\$289,045.00	\$710,940.00	\$145,000.00

Town of Pound Ridge
 Annual Financial Report
 For the Fiscal Period 01/01/2021 - 12/31/2021

H - Capital Projects
Statement of Expenditures and Other Uses

	12/31/2021	12/31/2020	12/31/2019
Expenditures and Other Uses			
Expenditures			
General Government Support			
16202 - Operation of Plant - Equipment and Capital Outlay	\$1,130,344.00	\$4,075,577.00	\$1,130,460.00
Total for General Government Support	\$1,130,344.00	\$4,075,577.00	\$1,130,460.00
Total for Expenditures	\$1,130,344.00	\$4,075,577.00	\$1,130,460.00
Total for Expenditures and Other Uses	\$1,130,344.00	\$4,075,577.00	\$1,130,460.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

**H - Capital Projects
Changes in Fund Balance**

	12/31/2021	12/31/2020	12/31/2019
Analysis of Changes in Fund Balance			
8021 - Fund Balance - Beginning of Year	(\$5,186,050.00)	(\$1,821,413.00)	(\$835,953.00)
8022 - Restated Fund Balance - Beginning of Year	(\$5,186,050.00)	(\$1,821,413.00)	(\$835,953.00)
Add Revenues and Other Sources	\$289,045.00	\$710,940.00	\$145,000.00
Deduct Expenditures and Other Uses	\$1,130,344.00	\$4,075,577.00	\$1,130,460.00
8029 - Fund Balance - End of Year	(\$6,027,349.00)	(\$5,186,050.00)	(\$1,821,413.00)

Town of Pound Ridge
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**ST - Special District(s) Public Parking
Balance Sheet**

	12/31/2021	12/31/2020	12/31/2019
Assets and Deferred Outflows of Resources			
Assets			
Cash			
200 - Cash	\$116,425.00	\$135,653.00	\$223,326.00
Total for Cash	\$116,425.00	\$135,653.00	\$223,326.00
Due From Other Funds			
391 - Due From Other Funds	\$81,402.00	\$43,910.00	-
Total for Due From Other Funds	\$81,402.00	\$43,910.00	\$0.00
State And Federal Aid Receivables			
410 - Due from State and Federal Government	-	\$0.00	-
Total for State And Federal Aid Receivables	\$0.00	\$0.00	\$0.00
Total for Assets	\$197,827.00	\$179,563.00	\$223,326.00
Total for Assets and Deferred Outflows of Resources	\$197,827.00	\$179,563.00	\$223,326.00

Town of Pound Ridge
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**ST - Special District(s) Public Parking
Balance Sheet**

	12/31/2021	12/31/2020	12/31/2019
Liabilities, Deferred Inflows of Resources And Fund Balance			
Liabilities			
Accounts Payable			
600 - Accounts Payable	-	\$2,488.00	\$121.00
Total for Accounts Payable	\$0.00	\$2,488.00	\$121.00
Due To Other Funds			
630 - Due To Other Funds	\$3,213.00	\$244.00	\$244.00
Total for Due To Other Funds	\$3,213.00	\$244.00	\$244.00
Total for Liabilities	\$3,213.00	\$2,732.00	\$365.00
Fund Balance			
Assigned Fund Balance			
915 - Assigned Unappropriated Fund Balance	\$194,614.00	\$176,831.00	\$222,961.00
Total for Assigned Fund Balance	\$194,614.00	\$176,831.00	\$222,961.00
Total for Fund Balance	\$194,614.00	\$176,831.00	\$222,961.00
Total for Liabilities, Deferred Inflows of Resources And Fund Balance	\$197,827.00	\$179,563.00	\$223,326.00

Town of Pound Ridge
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**ST - Special District(s) Public Parking
 Results of Operations**

	12/31/2021	12/31/2020	12/31/2019
Revenues and Other Sources			
Revenues			
Real Property Taxes			
1001 - Real Property Taxes	\$44,780.00	\$43,910.00	\$44,030.00
Total for Real Property Taxes	\$44,780.00	\$43,910.00	\$44,030.00
Use of Money and Property			
2401 - Interest and Earnings	\$13.00	\$86.00	\$262.00
Total for Use of Money and Property	\$13.00	\$86.00	\$262.00
Total for Revenues	\$44,793.00	\$43,996.00	\$44,292.00
Total for Revenues and Other Sources	\$44,793.00	\$43,996.00	\$44,292.00

Town of Pound Ridge
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**ST - Special District(s) Public Parking
 Statement of Expenditures and Other Uses**

	12/31/2021	12/31/2020	12/31/2019
Expenditures and Other Uses			
Expenditures			
Transportation			
56504 - Off Street Parking - Contractual	\$27,010.00	\$90,126.00	\$15,566.00
Total for Transportation	\$27,010.00	\$90,126.00	\$15,566.00
Total for Expenditures	\$27,010.00	\$90,126.00	\$15,566.00
Total for Expenditures and Other Uses	\$27,010.00	\$90,126.00	\$15,566.00

Town of Pound Ridge
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**ST - Special District(s) Public Parking
 Changes in Fund Balance**

	12/31/2021	12/31/2020	12/31/2019
Analysis of Changes in Fund Balance			
8021 - Fund Balance - Beginning of Year	\$176,831.00	\$222,961.00	\$194,235.00
8022 - Restated Fund Balance - Beginning of Year	\$176,831.00	\$222,961.00	\$194,235.00
Add Revenues and Other Sources	\$44,793.00	\$43,996.00	\$44,292.00
Deduct Expenditures and Other Uses	\$27,010.00	\$90,126.00	\$15,566.00
8029 - Fund Balance - End of Year	\$194,614.00	\$176,831.00	\$222,961.00

Town of Pound Ridge
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**TC - Custodial
Statement of Net Position**

	12/31/2021	12/31/2020	12/31/2019
Assets and Deferred Outflows			
Assets			
Cash			
200 - Cash	\$5,335,142.00	\$4,009,913.00	-
Total for Cash	\$5,335,142.00	\$4,009,913.00	
Other Receivables (net)			
380 - Accounts Receivable	\$14,415,239.00	\$15,113,751.00	-
Total for Other Receivables (net)	\$14,415,239.00	\$15,113,751.00	
Total for Assets	\$19,750,381.00	\$19,123,664.00	
Total for Assets and Deferred Outflows	\$19,750,381.00	\$19,123,664.00	

Town of Pound Ridge
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**TC - Custodial
 Statement of Net Position**

	12/31/2021	12/31/2020	12/31/2019
Liabilities, Deferred Inflows and Net Position			
Liabilities			
Due To Other Governments			
631 - Due To Other Governments	\$19,750,381.00	\$19,123,664.00	-
<i>Taxes for other governments</i>			
Total for Due To Other Governments	\$19,750,381.00	\$19,123,664.00	
Total for Liabilities	\$19,750,381.00	\$19,123,664.00	
Total for Liabilities, Deferred Inflows and Net Position	\$19,750,381.00	\$19,123,664.00	

Town of Pound Ridge
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**TC - Custodial
 Results of Operations**

	12/31/2021	12/31/2020	12/31/2019
Revenues			
Miscellaneous Local Sources			
2770 - Unclassified <i>Property taxes</i>	\$32,456,902.00	\$29,436,319.00	-
Total for Miscellaneous Local Sources	\$32,456,902.00	\$29,436,319.00	
Total for Revenues	\$32,456,902.00	\$29,436,319.00	

Town of Pound Ridge
 Annual Financial Report
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**TC - Custodial
 Statement of Expenditures and Other Uses**

	12/31/2021	12/31/2020	12/31/2019
Expenditures and Other Uses			
Expenditures			
General Government Support			
19354 - Other Custodial Activities - Contractual <i>property taxes</i>	\$32,456,902.00	\$29,436,319.00	-
Total for General Government Support	\$32,456,902.00	\$29,436,319.00	
Total for Expenditures	\$32,456,902.00	\$29,436,319.00	
Total for Expenditures and Other Uses	\$32,456,902.00	\$29,436,319.00	

Town of Pound Ridge
 Annual Financial Report
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**TC - Custodial
 Changes in Net Position**

	12/31/2021	12/31/2020	12/31/2019
Analysis of Changes in Net Position			
8021 - Net Position - Beginning of Year	\$0.00	\$0.00	-
8022 - Restated Net Position - Beginning of Year	\$0.00	\$0.00	-
Add Revenues and Other Sources	\$32,456,902.00	\$29,436,319.00	-
Deduct Expenditures and Other Uses	\$32,456,902.00	\$29,436,319.00	-
8029 - Net Position - End of Year	\$0.00	\$0.00	-

Town of Pound Ridge
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**TE - Private Purpose Trust
 Statement of Net Position**

	12/31/2021	12/31/2020	12/31/2019
Assets and Deferred Outflows			
Assets			
Restricted Assets			
230 - Cash Special Reserves	\$215,333.00	\$211,711.00	\$211,539.00
Total for Restricted Assets	\$215,333.00	\$211,711.00	\$211,539.00
Total for Assets	\$215,333.00	\$211,711.00	\$211,539.00
Total for Assets and Deferred Outflows	\$215,333.00	\$211,711.00	\$211,539.00

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**TE - Private Purpose Trust
Statement of Net Position**

	12/31/2021	12/31/2020	12/31/2019
Liabilities, Deferred Inflows and Net Position			
Net Position			
Net Position			
923 - Net Assets Restricted for Other Purposes <i>Funds held in Trust</i>	\$215,333.00	\$211,711.00	\$211,539.00
Total for Net Position	\$215,333.00	\$211,711.00	\$211,539.00
Total for Net Position	\$215,333.00	\$211,711.00	\$211,539.00
Total for Liabilities, Deferred Inflows and Net Position	\$215,333.00	\$211,711.00	\$211,539.00

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**TE - Private Purpose Trust
 Results of Operations**

	12/31/2021	12/31/2020	12/31/2019
Revenues			
Use of Money and Property			
2401 - Interest and Earnings	\$22.00	\$572.00	\$6,918.00
Total for Use of Money and Property	\$22.00	\$572.00	\$6,918.00
Miscellaneous Local Sources			
2705 - Gifts and Donations	\$4,000.00	-	-
Total for Miscellaneous Local Sources	\$4,000.00	\$0.00	\$0.00
Total for Revenues	\$4,022.00	\$572.00	\$6,918.00

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**TE - Private Purpose Trust
Statement of Expenditures and Other Uses**

	12/31/2021	12/31/2020	12/31/2019
Expenditures and Other Uses			
Expenditures			
General Government Support			
19894 - General Government Support, Other - Contractual <i>Insurance</i>	\$400.00	-	-
19898 - General Government Support, Other - Employee Benefits	-	\$400.00	\$0.00
Total for General Government Support	\$400.00	\$400.00	\$0.00
Culture and Recreation			
79891 - Culture And Recreation, Other - Personal Services	-	-	\$8,630.00
Total for Culture and Recreation	\$0.00	\$0.00	\$8,630.00
Total for Expenditures	\$400.00	\$400.00	\$8,630.00
Total for Expenditures and Other Uses	\$400.00	\$400.00	\$8,630.00

Town of Pound Ridge
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**TE - Private Purpose Trust
 Changes in Net Position**

	12/31/2021	12/31/2020	12/31/2019
Analysis of Changes in Net Position			
8021 - Net Position - Beginning of Year	\$211,711.00	\$211,539.00	\$213,251.00
8022 - Restated Net Position - Beginning of Year	\$211,711.00	\$211,539.00	\$213,251.00
Add Revenues and Other Sources	\$4,022.00	\$572.00	\$6,918.00
Deduct Expenditures and Other Uses	\$400.00	\$400.00	\$8,630.00
8029 - Net Position - End of Year	\$215,333.00	\$211,711.00	\$211,539.00

Town of Pound Ridge
Annual Financial Report
For the Fiscal Period 01/01/2021 - 12/31/2021

K - Schedule of Non-Current Government Assets
Schedule of Non-Current Government Assets

	12/31/2021	12/31/2020	12/31/2019
Assets and Deferred Outflows of Resources			
Assets			
Fixed Assets (net)			
101 - Land	\$4,106,929.00	\$4,106,929.00	\$3,371,929.00
102 - Buildings	\$2,556,435.00	\$2,556,435.00	\$2,556,435.00
103 - Improvements Other Than Buildings	\$2,676,870.00	\$2,676,870.00	\$2,676,870.00
104 - Machinery and Equipment	\$4,724,255.00	\$4,438,789.00	\$3,850,695.00
105 - Construction Work In Progress	\$350,245.00	\$2,307,861.00	\$511,372.00
106 - Infrastructure	\$30,987,938.00	\$28,185,444.00	\$26,494,683.00
112 - Accumulated Depreciation Buildings	(\$1,598,961.00)	(\$1,562,654.00)	(\$1,526,347.00)
113 - Accumulated Depreciation Improvements Other than Buildings	(\$1,522,010.00)	(\$1,484,147.00)	(\$1,446,284.00)
114 - Accumulated Depreciation Machinery and Equipment	(\$3,614,002.00)	(\$3,383,437.00)	(\$3,168,582.00)
116 - Accumulated Depreciation Infrastructure	(\$21,669,594.00)	(\$21,153,962.00)	(\$20,664,860.00)
Total for Fixed Assets (net)	\$16,998,105.00	\$16,688,128.00	\$12,655,911.00
Total for Assets	\$16,998,105.00	\$16,688,128.00	\$12,655,911.00
Total for Assets and Deferred Outflows of Resources	\$16,998,105.00	\$16,688,128.00	\$12,655,911.00

Town of Pound Ridge
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W - Schedule of Non-Current Government Liabilities
Schedule of Non-Current Government Liabilities

	12/31/2021	12/31/2020	12/31/2019
Liabilities and Deferred Inflows of Resources			
Liabilities			
Bond And Long Term Liabilities			
628 - Bonds Payable	\$256,000.00	\$384,000.00	\$512,000.00
Total for Bond And Long Term Liabilities	\$256,000.00	\$384,000.00	\$512,000.00
Due To Other Governments			
637 - Due to Employees Retirement System	\$171,789.00	\$177,132.00	\$244,997.00
Total for Due To Other Governments	\$171,789.00	\$177,132.00	\$244,997.00
Other Liabilities			
638 - Net Pension Liability Proportionate Share	\$146,656.00	\$2,093,150.00	\$628,691.00
683 - Other Post Employment Benefits	\$14,218,192.00	\$17,278,007.00	\$15,679,786.00
Total for Other Liabilities	\$14,364,848.00	\$19,371,157.00	\$16,308,477.00
Total for Liabilities	\$14,792,637.00	\$19,932,289.00	\$17,065,474.00
Total for Liabilities and Deferred Inflows of Resources	\$14,792,637.00	\$19,932,289.00	\$17,065,474.00

Town of Pound Ridge
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Supplemental Schedules

The Supplemental Schedules includes the following schedules:

- Statement of Indebtedness

Town of Pound Ridge
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**Statement of Indebtedness
 Debt Summary**

Debt Type	Beginning Balance	Debt Issued	Principal Paid	Redeemed from Bond Proceeds	Prior Year Adjustment	Accreted Interest	Ending Balance
Bond Anticipation Note	\$4,205,000.00	\$0.00	\$275,000.00	\$0.00	\$0.00	\$0.00	\$3,930,000.00
Bond	\$384,000.00	\$0.00	\$128,000.00	\$0.00	\$0.00	\$0.00	\$256,000.00
Total	\$4,589,000.00	\$0.00	\$403,000.00	\$0.00	\$0.00	\$0.00	\$4,186,000.00



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MEMORANDUM

To: Kevin Hansan, Chairman,
and the Town of Pound Ridge Town Board

Date: May 29, 2024

Subject: **Local Law: Cannabis Dispensary and Consumption Site Special Permit**

As requested, we have provided for your consideration the following analysis and prepared the attached draft Local Law regarding Special Use Permit regulations for Licensed Adult Cannabis Dispensary use and Licensed Adult Cannabis Consumption Site use in the Town of Pound Ridge Business District.

New York State Law 9 NYCRR Section 119 details what elements of cannabis operations local municipalities can regulate and to what degree. As the elements of cannabis operations regarding operation, registration, licensure and permitting are handled at the state level, local municipalities are limited to regulations regarding time, place, and manner.

Background Information

In order to provide you with a thorough assessment of land use regulations to be considered by your Board, we looked at what other communities who have “opted-in” have done. In our research, we focused on comparable New York municipalities and how they have drafted their own cannabis dispensary and consumption zoning regulations. The New York State cannabis regulations are comprehensive and specific to the state and limit the applicability of what can be learned from municipalities across state lines. After reviewing many municipalities in the Hudson Valley that had opted-in to both cannabis dispensaries and consumption sites, we found that many did not adopt additional regulations beyond what is prescribed in the New York State regulations. Of the ones that did adopt their own regulations, we found the Town of Poughkeepsie and the City of Peekskill to have some of the most robustly developed regulations we reviewed. Out of these codes there are several key elements.

The first is the use of redundancy while deferring to the State regulations. Should there be changes at the State level or ambiguity in the implementation of the municipal code, the



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State regulations take precedence. As the State regulations and the industry of recreational cannabis are relatively new, these regulations may change. It is important to draft the Pound Ridge code in a way that will defer to new or changed definitions or regulations at the State level. Additionally, there are elements of the draft language that reiterate State land use regulations like the prohibition of alcohol sales. By adding these elements as redundancies to the Pound Ridge code, they will remain should State regulations change in a way that still allows for local regulations on the matter. Should the State make changes that supersede the Town regulations, the draft language attached is clear to defer to the State regulation. These redundant provisions can be found in the draft language in Section 5, under subsection H and I but this can be modified.

Second is the importance of flexibility. As the regulations at the local and state level are new, and the industry is emerging and growing, it is important to allow the Town Board the latitude to make judgements concerning time, place, and manner of cannabis operations that reflect the context of an application. Versions of this language can be found in the sections of the draft language attached concerning operational hours and façade treatments. What works well for one property may not be appropriate in another and vice versa. Also, the understanding of what works well or does not work may change over time and with experience.

In addition to looking at other municipalities and developing land use regulations, we have also considered the traffic generation of Adult Cannabis uses. We first looked at traffic impact studies of cannabis dispensaries prepared by our Traffic Engineers for businesses in Connecticut. We found that the differences in state laws, timing, and context mean that their reviews have limited applicability to traffic impacts of cannabis dispensaries in Pound Ridge. The main limiting factor in the information is that Connecticut State Law allows for cannabis dispensaries to operate by appointment only, which is not possible under New York State Law. The use of appointments creates a significant difference in predicting peak traffic.

We then looked to the Institute of Transportation Engineers (ITE) *Trip Generation Manual*. The manual provides trip generation estimates derived from sources throughout the country. ITE also makes parking demand recommendations for cannabis dispensary use based on 11 studies across California and Colorado where dispensaries have existed for several years. This is important because what was seen in Connecticut and New Jersey during the initial stages of State legalization of cannabis was a surge in traffic impacts as



there were fewer dispensaries and no dispensaries in surrounding states. As dispensaries became more common and surrounding states legalized cannabis and created their own dispensaries these traffic surges diminished.

The ITE *Parking Generation Manual 6th Edition, 2023*, recommends 5.5 parking spaces per 1,000 sf. of cannabis dispensary use. Pound Ridge requires 5 parking spaces per 1,000 sf. for retail use. Our traffic engineers recommend that the parking requirements for cannabis dispensaries in Pound Ridge be consistent with the retail parking requirements in the Town.

Our traffic engineers also recommend that the parking requirements for cannabis consumption sites be consistent with the Pound Ridge restaurant use parking requirements. Our research of comparable codes shows that these parking requirements (restaurant and cannabis consumption site) are consistently linked. Where “fast dining” or “high turnover restaurant” uses have their own parking requirement, we found that these parking requirements are used for cannabis consumption sites.

Town of Pound Ridge	ITE		Town of Poughkeepsie		City of Peekskill	
Retail	Retail	Cannabis	Retail	Cannabis	Retail	Cannabis
5/1000 sf	2.8/1000 sf	5.5/1000 sf	4/1000 sf	4/1000 sf	3.3/1000 sf	12.5/1000 sf

Conclusion: We have attached a draft local law for your review. Some key items for the Board to consider are as follows:

Hours of Operation: The Board should consider if it would like to see hours of operation restricted beyond what is required by State regulations, while remembering that it cannot restrict operational hours to be fewer than 70 hours a week. The section of the attached draft local law provides sample text on hour restrictions in Section 5 subsection O, but this can be modified.

Distance Requirements: A municipality can restrict new cannabis operations from being located within 500 feet of a public youth facility such as playgrounds, libraries, public pools, or public premises where the primary purpose is to provide recreational opportunities or services to minors. State regulations already restrict cannabis operations from being within 500 feet of a school or 200 feet of a church, but the Board can decide if it would like to see Public Youth Facilities included in those distance requirements. The



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attached draft local law provides text that includes public youth facilities in the distance requirements in Section 6 subsection B, but this can be modified.

Manner: Municipalities can make manner regulations regarding parking, traffic control, noise, odor, and business operations within historic districts. Many of these elements will also be held to higher or more general standards. For example, the existing municipal noise ordinances will apply to cannabis operations, and odor regulations must be consistent with Public Health Law Article 13-E and the Clean Indoor Air Act which will apply to cannabis operations regardless of municipal regulation. These items are addressed in Section 5 subsection M in the attached draft language, but this can be modified.

Appearance: Street appearance regulation should be balanced. It may be desirable to screen cannabis operations from public view, but these screening regulations can also create undesirable street facades. We recommend not allowing completely screened or opaque facades, and instead steering façade treatments or screening towards architecture and design that will contribute to visual interest and local community character. This may mean allowing for the Town Board to evaluate architectural presentations on a case-by-case basis. The draft local law includes language on the subject in Section 5 subsection K, but this can be modified.

Parking and Traffic: The Board should consider if it wants to set a static parking demand for cannabis operations or pair them to the retail and restaurant use requirements. Should the Town realize in the future the general retail or restaurant use parking requirements are too low or too high, changes made to the parking requirement would affect all underlying uses including cannabis operations. As it currently stands, there is little difference between Pound Ridge retail parking requirements and ITE recommendations for cannabis dispensaries. But the Board may find general retail induces a lower parking demand than cannabis dispensaries. The ITE recommendations for strip mall retail is lower than the Pound Ridge parking requirements for retail use and almost half of their own recommendations for cannabis dispensaries. There is also the consideration that, as cannabis operations are a new and evolving industry, the parking recommendations from the ITE for cannabis dispensaries may drop closer to retail levels if online ordering or delivery become more common. If the Board decides to establish separate and static parking requirements for cannabis operations, we recommend that language be included that would allow the reviewing Board to grant parking waivers subject to good cause, should changes in the industry see parking demand drop.



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Regarding traffic impact and trip generation, the ITE Trip Generation Manual 11th Edition, 2021, includes Marijuana Dispensary in their land use rate recommendations. Our traffic engineers recommend using these figures when studying the potential impacts of traffic generation with each application. Like the parking considerations above, the first dispensaries in an area see a surge in traffic related impacts, which diminish with time as additional dispensaries appear in the surrounding area and in neighboring states. The rates the ITE recommends are based on sites surveyed in California, Colorado, Massachusetts, and Oregon during the 2010's. As the industry and the regulation of the industry evolve, the traffic impacts of cannabis operations will change. The ITE will update their recommendations with time as new data becomes available, and the provisions of the draft code attached that allow the Board to require traffic or parking studies with an application (Section 5 subsection Q & R) reference the most recent ITE recommendations at the time of the application.

Local Law XXX-XXX

Cannabis Dispensary and Consumption Site.

1. Purpose. The purpose of these cannabis regulations is to provide for the placement and regulation of adult use recreational cannabis dispensaries and consumption sites as authorized pursuant to state law and regulations with the goal of minimizing potential adverse impacts on adjacent properties, neighborhoods, and the Town of Pound Ridge.

2. Definitions. As used in this subsection, the following terms shall have the meanings indicated:

Cannabis

All parts of the plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. It does not include hemp, cannabinoid hemp or hemp extract as defined by this section or any drug products approved by the Federal Food and Drug Administration.

Cannabis Retail Business or Cannabis Dispensary

Any business, collective, establishment association or any other organization or any person engaged in the licensed activities of an adult-use cannabis retail sales.

Public Youth Facilities

A location or structure owned by a government or government subdivision or agency, that is accessible to the public, where the primary purpose is to provide recreational opportunities or services to children or adolescents of whom the primary population is reasonably expected to be seventeen (17) years of age or younger.

On-Site Consumption or Consumption Site

The consumption of cannabis in an area licensed by the Cannabis Control Board. An on-site consumption license authorizes the acquisition, possession, and sale of cannabis from the licensed premises of the on-site consumption licensee to cannabis consumers for use at the on-site consumption location or another location.

3. Applicability. Cannabis retail dispensaries and cannabis consumption sites are hereby permitted by special permit of the Town Board within the PB-A, PB-B, and PB-C zoning districts.

4. Application. Any applicant for a cannabis dispensary or consumption site shall provide no less than the following when submitting a registration application:

- A. Completed special use permit application and checklist.
- B. An operating license from the Cannabis Control Board (CCB) and the Office of Cannabis Management (OCM) established pursuant to the Marijuana Regulation and Taxation Act (MRTA) § 72 for regulatory jurisdiction over adult-use cannabis or demonstration that a license has been applied for with the understanding that the special permit will be conditioned on the permittee obtaining and maintaining all required state permits.
- C. A written description of day-to-day operations and hours of operation.
- D. Complete site plan showing any alterations to the property.
- E. Floor plans certified by a licensed professional engineer or architect detailing ventilation as well as interior and exterior security plans in compliance with New York State law.
- F. Sign application with all proposed building-mounted and freestanding signs.
- G. Any additional materials requested by the Planning Board or Town Board during the review process of the special permit and site plan.

5. Provisions, Requirements, and Approvals.

- A. Special permit approvals by the Town Board and site plan approvals by the Planning Board shall be required for the operation of a dispensary or consumption site in the Town of Pound Ridge.
- B. The dispensary or consumption site use must comply with all requirements as specified in the zoning district where the dispensary or consumption site is located, except as specified in this Section XXXX.
- C. All permitted dispensaries and consumption sites shall have applied for a license from the NYS Cannabis Control Board (CCB) and shall comply with all applicable state and local public health regulations and all other applicable state and local laws, rules and regulations.
- D. A special use permit issued pursuant to this section shall be conditioned on the permittee obtaining and maintaining all required state and local licenses and/or permits and complying with all applicable state and local public health regulations and all other applicable laws, rules and regulations at all times. No building permit or certificate of occupancy shall be issued for a cannabis dispensary or consumption site that is not properly licensed.
- E. A special use permit authorizing the establishment of a cannabis retail dispensary shall be valid only for the site on which the cannabis retail dispensary has been authorized by such special use permit. Relocation of a dispensary to a different site shall require a new special use permit. A separate special use permit shall be required for each premises from which a licensed cannabis retail dispensary is operated.

F. Upon the revocation or expiration without renewal of the NYS license or registration for a cannabis retail dispensary or consumption site, the special use permit shall terminate, and a new special use permit shall be required prior to issuance of a certificate of occupancy.

G. No drive-through sales to the public shall be permitted at a dispensary or consumption site.

H. No on-site use or consumption of cannabis shall be permitted at any dispensary or at any other retail or service business located in the Town, other than at a licensed and approved consumption site.

I. No dispensary or consumption site may sell alcoholic beverages.

J. The building and site shall be designed to mitigate any negative aesthetic impacts that might result from required security measures and restrictions on visibility into the building's interior.

K. The cannabis retail dispensary shall not have opaque, unwelcoming ground-floor facades that may detract from other retail activity in the district. Where interior activities must be screened from public view, opaque facades should be minimized, and where they are necessary, they should include architecture and design that will contribute to visual interest and community character subject to Town Board approval.

L. The parking requirements for dispensaries shall comply with the Section 1113-74 off-street parking requirements of "Retail or personal service business" and the parking requirements for consumption sites shall comply with the Section 1113-74 off-street parking requirements of "Restaurant".

M. The dispensary or consumption site shall not create a nuisance to abutters or to the surrounding area, or create any hazard, including, but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent, or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area.

N. The dispensary or consumption site shall not provide outdoor seating or outdoor smoking areas.

O. The hours of operation of a cannabis retail dispensary shall be limited to Monday through Saturday from 9:00 a.m. to 9:00 p.m., and Sunday from 11:00 a.m. to 6:00 p.m., or as otherwise established by the Town Board as a condition of the special use permit, but in no case shall the Town Board permit a cannabis retail dispensary to operate between 2:00 a.m. and 8:00 a.m., nor shall the Town Board restrict the operation of a cannabis retail dispensary to fewer than 70 hours a week, unless the operator agrees to do so.

P. All dispensaries and consumption sites shall operate within a fully enclosed building and shall not operate within any mobile facility.

Q. The Town Board may require the preparation of a parking study to be prepared for an application where, due to the specifics of the application, the Board feels that parking will be of

particular concern. The parking study shall conform to the most recent ITE Parking Generation Manual at the time of the application.

R. The Town Board may require the preparation of a traffic study to be prepared for an application where, due to the specifics of the application, the Board feels that the traffic generated by the application will be of particular concern. The traffic study shall conform to the most recent ITE Trip Generation Manual at the time of the application.

S. If any provision, paragraph, sentence, or clause of this section shall be determined to be in conflict with applicable state law or regulations, the provisions of said state law or regulations shall prevail.

T. Where not expressly defined in the Pound Ridge Zoning Ordinance, terms used in this section shall be interpreted as defined in the New York State Marihuana Regulation and Taxation Act.

U. The provisions of this section are severable. If any provision, paragraph, sentence, or clause in this section shall be held invalid, such invalidity shall not affect the other provisions of this section.

6. Location.

A. Cannabis dispensaries and consumption sites shall be located within the PB-A, PB-B, and PB-C zoning districts.

B. No dispensary or consumption site shall be located within 500 feet of public or private school grounds as defined in the NYS Education Law, serving students through the 12th grade, or within 500 feet of a public youth facility, or within 200 feet of a house of worship, in accordance with State Regulations. Distance shall be measured horizontally from the front door of the proposed dispensary or consumption site to the front door of school, public youth facility, or house of worship. If no structure exists, distance shall be measured to the nearest entrance of the grounds of the school, public youth facility, or house of worship.

C. The Town Board may deviate from the proximity restrictions as necessary on good cause shown by the applicant balancing the need to foster and develop new businesses and of protecting the community and aforementioned locations.

June 6, 2024

VIA EMAIL & MAIL

Kevin Hansan, Supervisor
Town of Pound Ridge
179 Westchester Avenue
Pound Ridge, New York 10576

Re: **State Environmental Quality Review (SEQRA)**
Scotts Corner Drinking Water Improvements
Town of Pound Ridge, New York

Dear Supervisor Hansan:

Enclosed, please find the items required for SEQRA review. Please request that your Town and Special District Attorney review these materials to guide your revision as necessary.

A list of enclosed SEQRA materials follows with a brief description of action items. Please note that these materials assume that no involved agency will object to the Board of Trustees Lead Agency Designation on or before June 7, 2024.

1. Environmental Assessment Form Part 1 – This is the same form previously reviewed by the Board and provided to the public for public comment on May 21, 2024. Please refer to this document when making a final determination. Please also refer to our letter dated May 30, 2024, which responded to public and Town Board comments received during your May 21st meeting.
2. Draft Environmental Assessment Form Part 2 – The Board should review this form and determine whether any answers need to change.
3. Draft Environmental Assessment Form Part 3 - The Board should review this form along with "Attachment A" described below.
4. Draft Attachment A - Reasons Supporting This Determination – The Board should review and revise this document as needed to document justification for a "Negative Declaration." Please note that a Negative Declaration does not replace the need to seek and obtain environmental permits. Permits will need to be secured before construction can commence. Please also note that a Negative Declaration is warranted unless there is a definitive reason to consider that the project will result in a significant adverse environmental impact.
5. Draft Resolution – This draft resolution is intended to establish the Pound Ridge Town Board as SEQRA Lead Agency, classify the project as an Unlisted action, issue a Negative Declaration, and

Kevin Hansan, Supervisor
SEQRA Review
June 6, 2024

Authorize the Town Clerk or Special District Attorney to notify involved and interested agencies of the determination.

6. Draft Notice of Determination – This draft notice is intended for the Town's use in notifying involved and interested agencies of the Board's determination.

If you have any questions, don't hesitate to get in touch with our office.

Very truly yours,
LABERGE GROUP

By: _____



Donald C. Rhodes, P.E.
Project Manager

DCR:dcr

- C: William Harrington, Esq., Town Attorney (via email only with enclosures)
Water/Wastewater Task Force Members (via email only with enclosures)
Uyen Poh, Esq, Special District Counsel (via email only with enclosures)

**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.

Name of Action or Project: Scotts Corners Drinking Water Improvements		
Project Location (describe, and attach a general location map): From Ridge Rd at the Pound Ridge Golf Course northerly to High Ridge Rd to Upper Shad Rd, then easterly to Scotts Corners along Westchester Ave		
Brief Description of Proposed Action (include purpose or need): Install a new drinking water system to service the existing mixed use district hamlet known as Scotts Corners.		
Name of Applicant/Sponsor: Kevin Hansan, Town of Pound Ridge Supervisor		Telephone: (914) 764-5511
		E-Mail: supervisor@townofpoundridge.com
Address: 179 Westchester Avenue		
City/PO: Pound Ridge	State: NY	Zip Code: 10576
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	District Formation and Bonding	June 2025
b. City, Town or Village <input type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No	Westchester County DOH and County Highway	January 2025
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDOT, NYSDOH, NYSDEC, NYSEFC	January 2025
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
<p>i. Coastal Resources.</p> <p><i>i.</i> Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/>Yes<input checked="" type="checkbox"/>No</p> <p><i>ii.</i> Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/>Yes<input checked="" type="checkbox"/>No</p> <p><i>iii.</i> Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/>Yes<input checked="" type="checkbox"/>No</p>		

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? YesNo

- **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? YesNo

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? YesNo

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?) YesNo

If Yes, identify the plan(s):
 Remediation Sites:360047 and located within the Long Island Sound TMDL watershed

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? YesNo

If Yes, identify the plan(s):
 Project will be located within the ROW in front of park (Town), water supply (Aquarion), and private recreation (Pound Ridge Golf Club) properties listed on Westchester County’s open space plan (Parcels 9320-3.9, 9316-18.9, 9320-22.9, 9320-25, 9320-26, 9453-10, 9453-21, 9454-4, 9454-36, 9320-55, 9454-8, 9454-9, 9456-3.6, and 9316-18.9).

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?
Planned Business District A-C (PB-A, PB-B, PB-C)

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? Bedford

b. What police or other public protection forces serve the project site?
Town of Pound Ridge Police Department, Westchester County Sheriff, and NYS Police

c. Which fire protection and emergency medical services serve the project site?
Town of Pound Ridge Fire Department. and Pound Ridge Volunteer Amulance Corps

d. What parks serve the project site?
Multiple Town, County and State park and recreation areas serve the project site

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)? Provide public drinking water supply to existing parcels to allow abandonment of existing groundwater water sources.

b. a. Total acreage of the site of the proposed action? _____ 56 acres
b. Total acreage to be physically disturbed? _____ 5 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 5 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
If Yes,
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: _____ 12 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: _____

f. Does the project include new residential uses? Yes No

If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No

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? Yes No

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? _____

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? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

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? _____ 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): The water main utility is expected to run along previously disturbed roadways but will run along and may encroach upon wetlands D-15 and D-16, and is expected to cross or run along or under PWL 1702-0137. No increase or decrease in size is expected.

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:
Wetland and waterbody impacts will be avoided by installing piping with trenchless methods (directional drilling) to avoid wetland disturbance. Where possible, all disturbance will be located outside the 100-ft buffer to further protect the wetland. Where wetlands are crossed with directional drilling, the pipe will be at least 4' below the wetland surface to avoid impacting vegetation or the soil structure.

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: _____ 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): _____

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

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- 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? Yes No

• Do existing sewer lines serve the project site? Yes No
 • Will a line extension within an existing district be necessary to serve the project? Yes No
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- 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: _____

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 _____⁰ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
- ii. Describe types of new point sources. No additional impervious surfaces will be created. Existing surfaces that are disturbed during construction will be repaired to pre-construction surface conditions.

- 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)?
 Stormwater runoff will be unchanged by this project.

- 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)
 Heavy equipment such as trucks and excavators will be used during construction.
- 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)

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 Hydroflouorocarbons (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 1/2 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: _____

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

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

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

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7AM-6PM • Saturday: _____ 7AM-6PM • Sunday: _____ 7AM-6PM • Holidays: _____ 7AM-6PM 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 24 hours per day • Saturday: _____ 24 hours per day • Sunday: _____ 24 hours per day • Holidays: _____ 24 hours per day
--	---

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:
 During construction heavy equipment such as trucks and excavators will be used which will create noise above ambient levels. Work is expected to continue during daylight hours. Work is expected to be from 7AM-6PM Monday through Friday but work may be required on Saturday and Sunday.

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: _____

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 _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally, describe the proposed storage facilities: _____

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 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:

Mixed uses surround the project site including single family residential, commercial residential, professional office, retail, food service and other commercial uses.

b. Land uses and coverytypes on the project site.

Land use or Coverytype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: <u>Land use and coverytype will not be changed by this project</u>	56	56	0

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

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:
The A-HOME development is located in the proposed water district which is an occupied affordable housing project restricted to residents over 55 years of age. _____

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
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
If Yes:
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
If Yes:
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
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 No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): 360047
 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? Yes No
If yes, provide DEC ID number(s): 360047
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

NYS Environmental Site Remediation Database indicates that a public water supply was extended to affected locations but this note is in error and no public water supply exists. Reputedly, several affected properties may have been provided with point of entry treatment systems but this has not yet been verified by the NYSDEC.

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? _____ Approx 6 feet

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

c. Predominant soil type(s) present on project site:	Urban land-Charlton complex	72 %
	Urban land-Ridgebury complex	17 %
	Charlton fine sandy loam	6 %

d. What is the average depth to the water table on the project site? Average: _____ 6.6 feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: 5.9 % of site
 Poorly Drained: _____ 5 % of site
 89% of the site is unrated according to USDA NRCS

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 87 % of site
 10-15%: _____ 9 % of site
 15% or greater: _____ 4 % of site

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

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 936-23, 936-22, 936-18, 936-17 Classification AA-S
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, NYS Wetland, Federal Waters, Fe... Approximate Size NYS Wetland (in a...
- Wetland No. (if regulated by DEC) D-16, D-15, D-14

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: Principal Aquifer

m. Identify the predominant wildlife species that occupy or use the project site: _____

 Typical Suburban/Urban wildlife _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 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
 If Yes:
 i. Species and listing (endangered or threatened): _____
 Bog Turtle

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: _____

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: Watershed Properties
 ii. Basis for designation: Exceptional or unique character
 iii. Designating agency and date: Agency: Westchester County, Date: 1-31-90

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 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.

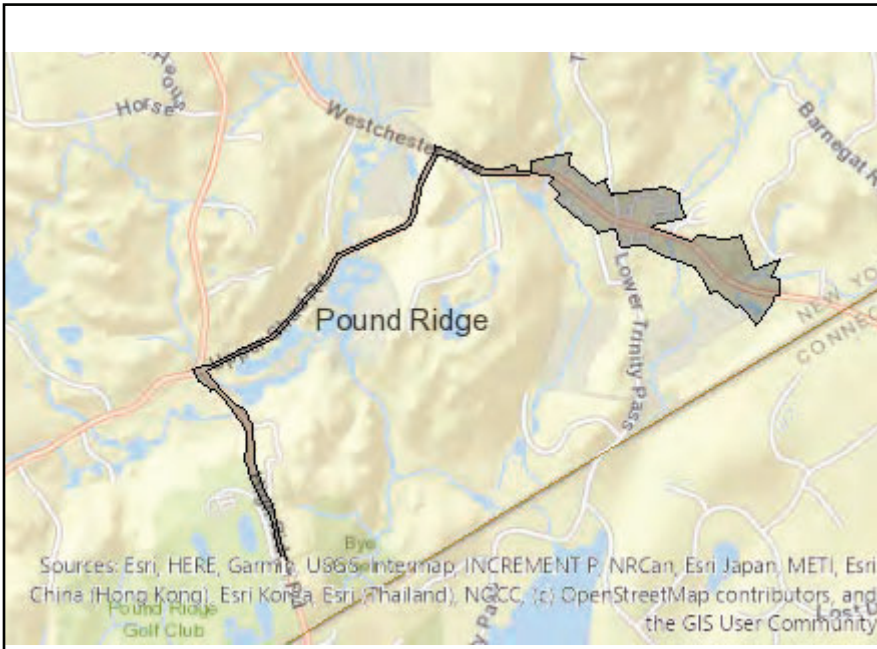
G. Verification

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

Applicant/Sponsor Name Kevin Hansan Date 5/7/24

Signature  Title Supervisor

PRINT FORM



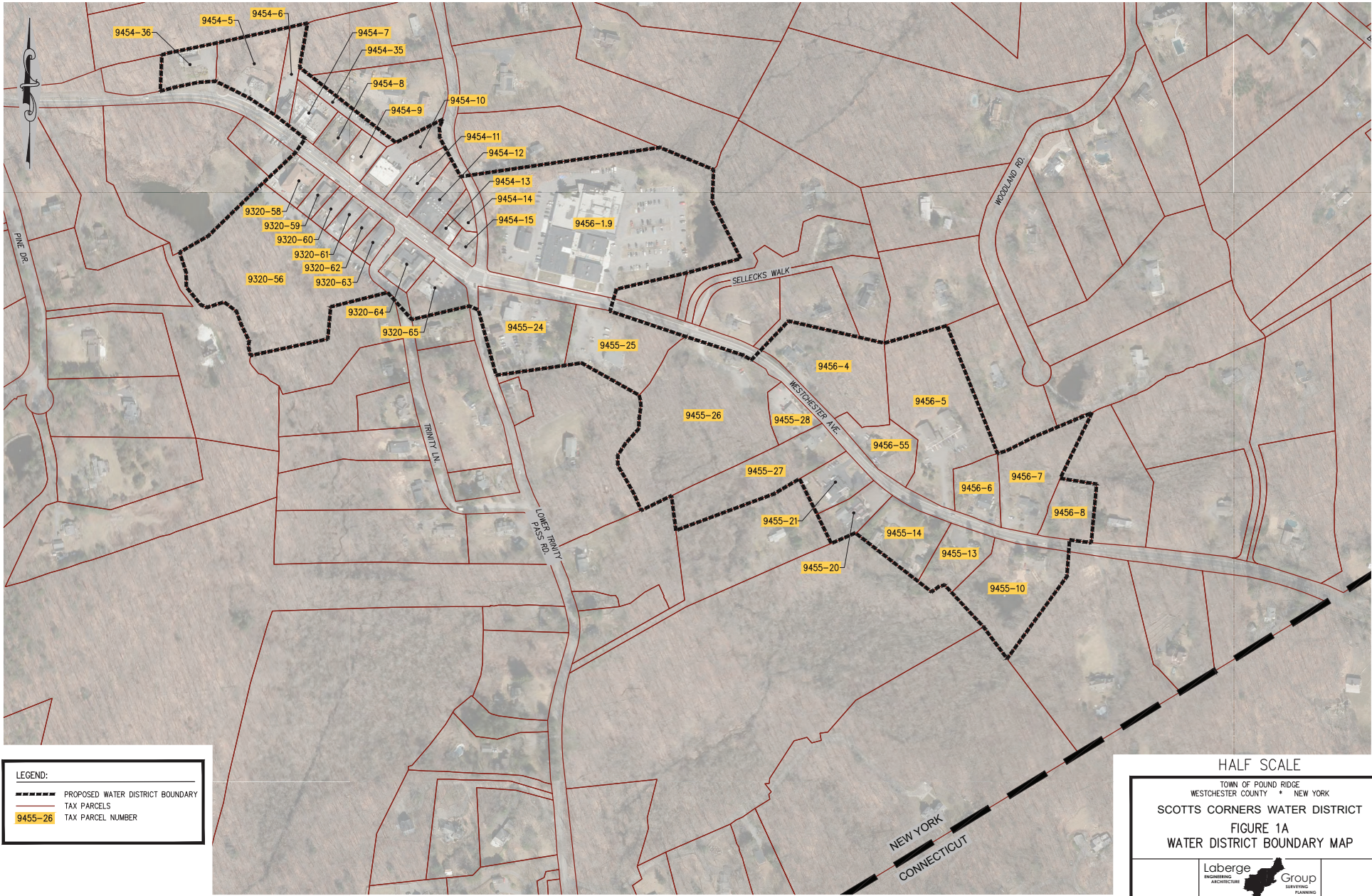
Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	Remediation Sites:360047
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	360047
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	360047
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	936-23, 936-22, 936-18, 936-17
E.2.h.iv [Surface Water Features - Stream Classification]	AA-S
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters, NYS Wetland

E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (in acres):163.6, NYS Wetland (in acres):41.1, NYS Wetland (in acres):84.8
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	D-16, D-15, D-14
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Bog Turtle
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	Yes
E.3.d [Critical Environmental Area - Name]	Watershed Properties
E.3.d.ii [Critical Environmental Area - Reason]	Exceptional or unique character
E.3.d.iii [Critical Environmental Area – Date and Agency]	Agency:Westchester County, Date:1-31-90
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Laberge Group - 11/20/2023/02/Cad/Cad/2023/02/Fig 1A - District Map.dwg [Fig 1A] April 18, 2024 - 2:23pm 08K



LEGEND:

- PROPOSED WATER DISTRICT BOUNDARY
- TAX PARCELS
- 9455-26 TAX PARCEL NUMBER

HALF SCALE

TOWN OF POUND RIDGE
WESTCHESTER COUNTY • NEW YORK

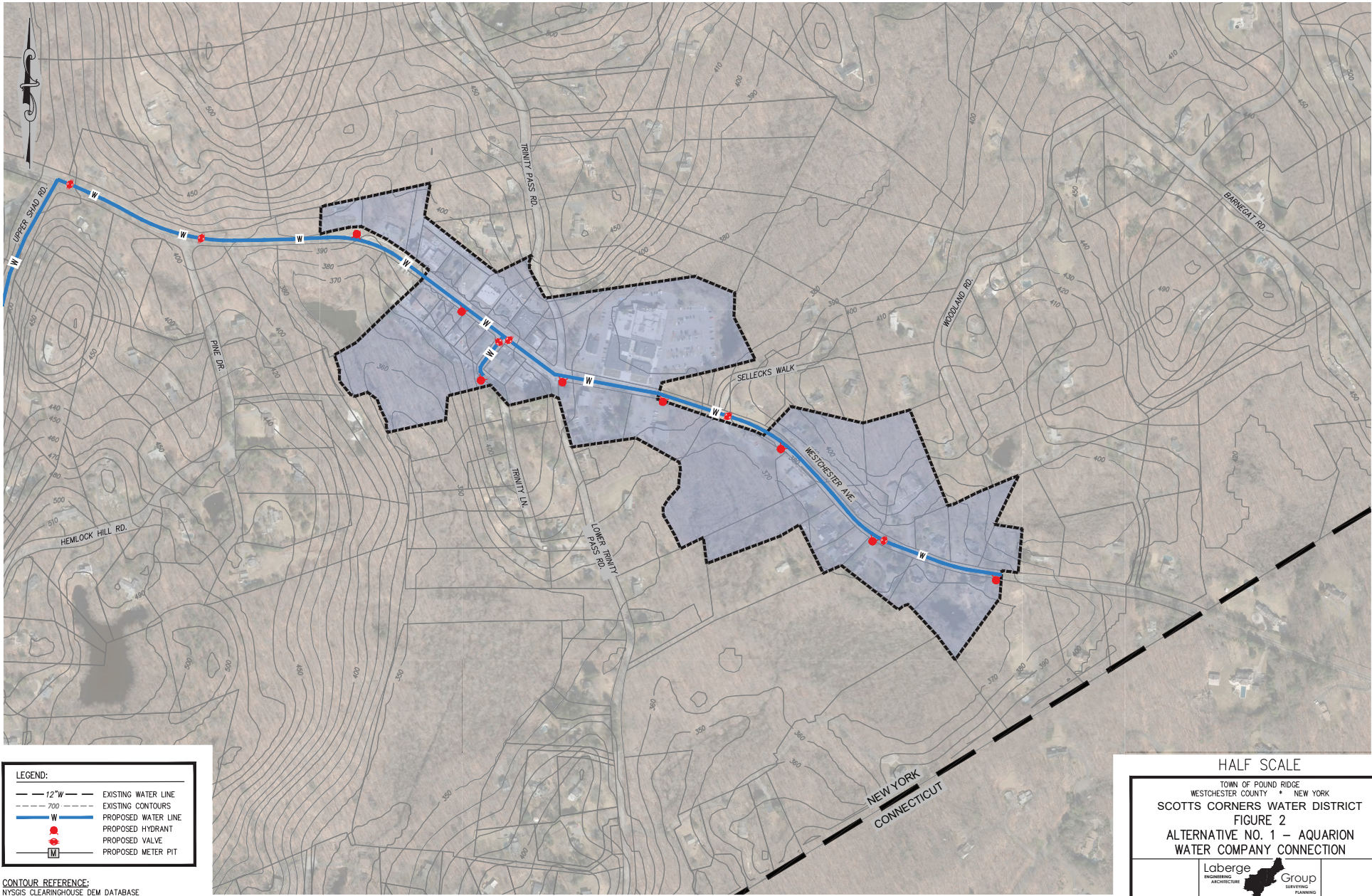
SCOTTS CORNERS WATER DISTRICT

FIGURE 1A

WATER DISTRICT BOUNDARY MAP

<p>SCALE: 1"=150'</p>	<p>Laberge Group ENGINEERING ARCHITECTURE SURVEYING PLANNING</p> <p><small>4 Computer Drive West Nyack, New York 10994 (914) 438-7112 www.labergegroup.com</small></p>	<p>DATE: 04/18/24</p>
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Laberge Group - 13022102_Cadd/Draw/2022102_Fig 1 - Alt 1 - Aquarion.dwg [Fig. 2] April 18, 2024 - 2:30pm 6884



LEGEND:

--- 12" W ---	EXISTING WATER LINE
--- 700 ---	EXISTING CONTOURS
--- W ---	PROPOSED WATER LINE
●	PROPOSED HYDRANT
●	PROPOSED VALVE
□	PROPOSED METER PIT

CONTOUR REFERENCE:
 NYSGIS CLEARINGHOUSE DEM DATABASE

HALF SCALE

TOWN OF POUND RIDGE
 WESTCHESTER COUNTY • NEW YORK
SCOTTS CORNERS WATER DISTRICT
FIGURE 2
 ALTERNATIVE NO. 1 – AQUARION
 WATER COMPANY CONNECTION

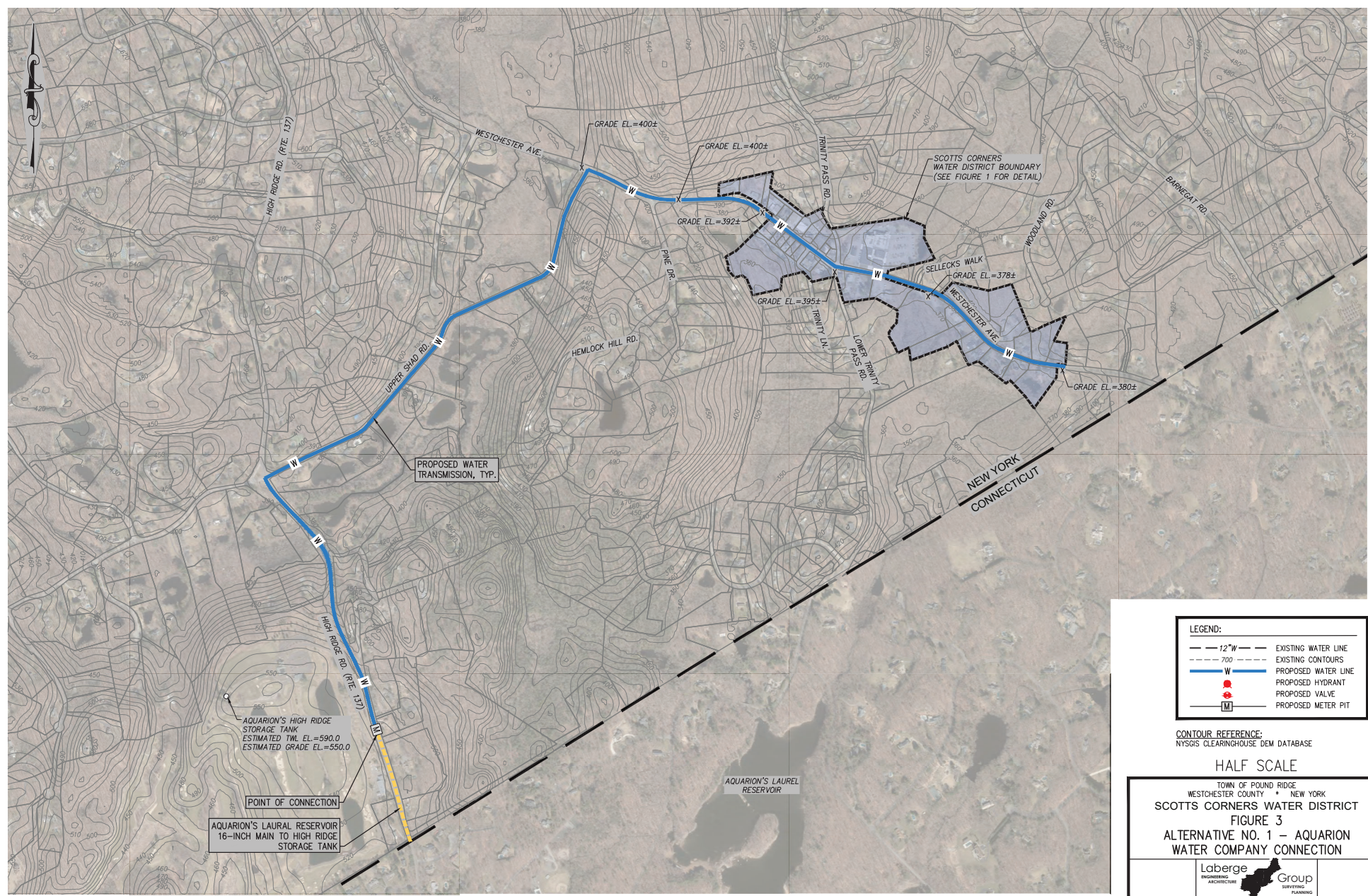


SCALE: 1"=200'

Laberge Group
 ENGINEERING ARCHITECTURE SURVEYING PLANNING
 4 Computer Drive Westbury, New York 11791
 (516) 438-7112 www.labergegroup.com

DATE: 04/18/24

Laberge Group - 13022102_Cadd/Plan/2022102_Fig 3 - Alt 1 - Aquarion cont.dwg [Fig 2] April 18, 2024 - 2:46pm 08H



LEGEND:

- 12" W --- EXISTING WATER LINE
- 700 --- EXISTING CONTOURS
- W --- PROPOSED WATER LINE
- PROPOSED HYDRANT
- PROPOSED VALVE
- M PROPOSED METER PIT

CONTOUR REFERENCE:
 NYSGIS CLEARINGHOUSE DEM DATABASE

HALF SCALE

TOWN OF POUND RIDGE
 WESTCHESTER COUNTY • NEW YORK

SCOTTS CORNERS WATER DISTRICT
FIGURE 3
ALTERNATIVE NO. 1 – AQUARION
WATER COMPANY CONNECTION

<p>Laberge ENGINEERING ARCHITECTURE</p>	<p>Group SURVEYING PLANNING</p>
SCALE: 1"=400' 4 Computer Drive Westbury, New York 12251 (516) 438-7112 www.labergegroup.com	DATE: 04/18/24

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Project :

Date :

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency’s reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land			
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)		<input type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
----------------------------------	--	--------------------------	--------------------------

6. Impacts on Air			
The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals			
The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>				<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>		
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>		

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>				<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	E3e	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>		

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property’s setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation			
The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas			
The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation The proposed action may result in a change to existing transportation systems. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.j) <i>If "Yes", answer questions a - f. If "No", go to Section 14.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy The proposed action may cause an increase in the use of any form of energy. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.k) <i>If "Yes", answer questions a - e. If "No", go to Section 15.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light The proposed action may result in an increase in noise, odors, or outdoor lighting. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.m., n., and o.) <i>If "Yes", answer questions a - f. If "No", go to Section 16.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health			
The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) <i>If "Yes", answer questions a - m. If "No", go to Section 17.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

17. Consistency with Community Plans			
The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If “Yes”, answer questions a - h. If “No”, go to Section 18.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action’s land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character			
The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If “Yes”, answer questions a - g. If “No”, proceed to Part 3.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

Project :

Date :

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person:

Address:

Telephone Number:

E-mail:

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

ATTACHMENT A

Reasons Supporting This Determination

In determining the environmental significance of the proposed action described below and whether the proposed action may have a significant adverse impact on the environment, the Pound Ridge Town Board, as the Lead Agency in this "coordinated review", considered the criteria outlined in 6 NYCRR Part 617 of the regulations implementing the NYS Environmental Quality Review Act (SEQRA). The EAF Part 1 was circulated to all involved and interested agencies.

The proposed actions include installing a public drinking water system to serve the Scotts Corners mixed use hamlet to address a public health threat associated with contamination found in private water wells, including but not limited to Perfluoroalkyl and polyfluoroalkyl substances (PFAS), Tetrachloroethylene (PCE), and Methyl tert-butyl ether (MTBE). The drinking water system improvements ("Project") will connect to the Aquarion Water Company main on High Ridge Road, approximately 1,000 feet northwest of the Connecticut border in the Town of Pound Ridge. The Scotts Corners water main will extend from this connection point along High Ridge Road, and Upper Shad Road, then continue easterly on Westchester Avenue to Scotts Corners. All work is to be completed within the Town of Pound Ridge, and no physical work in the State of Connecticut is proposed.

No significant changes are proposed to land use because of this proposed action. Proposed improvements primarily include installing a new water main distribution system within existing roadway rights-of-way that have been previously developed, with all disturbed areas restored after the underground utilities are completed. Depending on the disinfection chemical concentration in the Aquarion Water Company water source, a small water treatment building may be required to ensure disinfection levels are sufficient to serve Scotts Corners. Except for fire hydrants and a potential water treatment building, all other improvements will be underground. As stated in the engineering report prepared by Laberge Group dated May 2024

("Map, Plan and Report"), disturbance of wetlands and other sensitive surface features will be avoided by using trenchless pipe installation methods. Thus, the proposed action will not have any significant adverse environmental impact, as described further below.

Impact on Land. There will be no significant adverse impact on land. The Project will involve disturbance of the land surface during construction, but all areas will be restored to pre-existing conditions before work is complete. Construction may occur within areas of steep slopes, shallow bedrock, and areas with elevated groundwater levels during utility construction. Standard dewatering and erosion/sediment control techniques will be used, and no impacts are expected. Trenchless pipe installation methods such as directional drilling will also be used where land disturbance must be avoided, including but not limited to installations through wetland areas. The Project does not involve phased construction, and construction is expected to be substantially complete in about one year, with routine restoration likely during the spring following construction. The Project is not located within a Coastal Erosion Hazard Area, but will be required to implement sediment and erosion control practices.

Impact on Geological Features. There will be no significant adverse impact on geological features. No unique or unusual landforms exist within the project area.

Impacts on Surface Water. No work within wetland or water body areas is proposed. The water main utility is expected to run along previously disturbed roadways but will run along and may encroach upon buffer areas of wetlands D-15 and D-16, and is expected to cross or run along or under PWL 1702-0137. No increase or decrease in wetland size is expected since surface impacts will be avoided. Drinking water main construction adjacent to wetlands and under streams will utilize trenchless installation methods to "directionally drill" to place piping without surface impacts. After wetland delineation reports are available, permits for work within wetland buffer areas will be sought from all agencies having jurisdiction, including but not limited to the Army Corps of Engineers (ACOE), New York State Department of Environmental

Conservation (DEC), and the Pound Ridge Water Control Commission (WCC). At this time, the DEC regulates a 100-foot wetland buffer, and the WCC regulates a 150-foot wetland buffer. Regulations and agency requirements in effect at the time of permitting will govern. Standard sediment and erosion control techniques will also be employed to protect work adjacent to wetlands or water bodies. Furthermore, wetlands, streams, and watercourses will be delineated and mapped by qualified ecologists to allow plans and specifications to be prepared to avoid any sensitive areas.

Impact on groundwater. There will be no significant adverse impact on groundwater resources. The proposed action will not create new or additional demand for water and does not have the potential to introduce contaminants to groundwater or an aquifer. The proposed action will improve groundwater quality by eliminating the current practice of discharging contaminated water from private wells for disposal within on-site septic systems. Although water is currently removed from on-site wells and disposed of on the same site, abandoning wells in favor of a public water supply will have no significant adverse impact on groundwater levels. Existing septic systems will continue to function as they do today, with discharge into an absorption area that is designed to allow flow to slowly drain away and spread outward to prevent any significant adverse impact to the groundwater level.

Impact on flooding. There will be no significant adverse impact on flooding. The proposed action will not result in the development of or on lands subject to flooding. Water distribution improvements will generally be underground and have no significant adverse impact on flooding.

Impact on Air. There will be no significant adverse impact on air. The proposed action does not include a state-regulated air emission source, will not emit greenhouse gases or other pollutants, and does not involve combustion or thermal treatment of refuse. Any impacts on the air during construction will be temporary.

Impact on Plants and Animals. There will be no significant adverse impact on Plants and Animals. The Lead Agency consulted with the New York State Natural Heritage Program (NHP) and the United States Fish and Wildlife Service (USFWS) during the SEQRA review. The USFW report can be found in Appendix G of the Map, Plan, and Report. The USFW does not show any critical habitats in the project area. The USFW report lists the Indiana Bat on the endangered list and concludes that the project location does not overlap the critical habitat for the species. The USFW report notes the Northern Long-eared Bat as endangered, the Bog Turtle as threatened, and the Monarch Butterfly as a candidate but also concludes that no critical habitat has been designated for these three species. The USFW report also provided a list of migratory birds of particular concern. Because the action will be completed entirely within previously disturbed utility corridors and roadway areas, no work is proposed in an area with protected plants or animals and/or significant natural communities. Furthermore, the presence or absence of threatened, endangered, or candidate species will be studied by qualified ecologists, and plans will be prepared to avoid any potentially sensitive areas.

Impact on Agriculture. There will be no significant adverse impact on Agriculture. There are no agricultural lands present or adjoining the project site.

Impact on Aesthetic Resources. There will be no significant adverse impact on Aesthetic Resources. The action primarily involves the installation of underground utilities that are not publicly visible. The action is not obviously different from or in sharp contrast to current land use patterns and scenic or aesthetic resources.

Impact on Historical or Archaeological Resources. The Lead Agency has consulted with the New York State Office Parks, Recreation and Historic Preservation (OPRHP) State Historic Preservation Office (SHPO) to seek information regarding the proposed action's potential effect on historic and archaeological resources. By a letter dated July 13, 2023, SHPO concluded that "no properties, including archaeological

and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project." A copy of SHPO's letter can be found in Appendix F of the Map, Plan, and Report.

Impact on Open Space and Recreation. There will be no significant adverse impact on Open Space and Recreation. The proposed action will not result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted open space plan.

Impact on Critical Environmental Areas (CEA). The proposed action will not have a significant adverse impact on CEA resources. The project site is located within a Critical Environmental Area listed as "Watershed Properties" by Westchester County on January 31, 1990. The basis of the designation is "exceptional or unique character." The proposed action primarily involves installing underground piping that will not significantly adversely impact the character of the area.

Impact on Transportation. The proposed action will not have a significant adverse impact on transportation. Roadways and sidewalks will be excavated during utility reconstruction, which may cause a minor temporary inconvenience while construction is underway. Detours and alternating one-lane traffic patterns will be utilized to minimize public inconvenience. After utility construction is completed, roadway and sidewalk areas will be fully reconstructed, improving and/or maintaining existing transportation opportunities. Any impacts during construction will be temporary in nature.

Impact on Energy. The proposed action will not have a significant adverse impact on energy consumption. Energy use for the proposed action is limited to minor electricity needs to operate the treatment building (if required). Electricity use will be minor and primarily associated with the operation of small chemical injection pumps. Because the Project will be tapping into the Aquarion Water Company main that is

pressurized by the elevated storage tank at the Pound Ridge Golf Course, electricity to operate water pumps to boost pressure is not anticipated.

Impact on Noise, Odor, and Light. The proposed action will not have a significant adverse impact on noise, odor, and light. A temporary increase in ambient noise levels is expected during construction and will end upon completion of the construction project. Construction will be required to comply with the Town of Pound Ridge noise ordinance, which currently allows work Monday through Saturday from 8:00 AM to 6:00 PM and disallows work on Sundays.

Impact on Human Health. The proposed action will not have a significant adverse impact on human health. No exposure to new or existing sources of contaminants will be created. The proposed action will address a public health threat and replace a contaminated groundwater supply with a clean public water supply.

Consistency with Community Plans. The proposed action will not have a significant adverse impact on community plans. There will be no impact or conflicts with local or regional land use plans or zoning regulations.

Consistency with Community Character. The proposed action will not have a significant adverse impact on community character. The proposed action does not include land development and will not increase the Town of Pound Ridge's population or increase the demand for community facilities. The Project will improve access to quality drinking water, which will have a positive impact on the community.

Resolution # - 2024

WHEREAS, the Pound Ridge Town Board (“Board”) is proposing to undertake a project involving provision of public drinking water to Scotts Corners (“Project”) to address a public health threat associated with contamination found in private water wells including but not limited to Perfluoroalkyl and polyfluoroalkyl substances (PFAS), Tetrachloroethylene (PCE), and Methyl tert-butyl ether (MTBE); and

WHEREAS, the State Environmental Quality Review Act (“SEQRA”) and the regulations thereunder require the Board to undertake a review of the potential environmental impacts, if any, associated with the Project before approving same; and

WHEREAS, this Project is an Unlisted action within the meaning of SEQRA; and

WHEREAS, Part 1 of the Short Environmental Assessment Form was transmitted to all involved agencies, together with notification of the Board’s desire to act as lead agency with respect to the environmental review of the proposed Project; and

WHEREAS, all involved agencies have consented to the Board acting as lead agency with respect to the environmental review of the proposed Project; and

WHEREAS, 6 NYCRR Section 617.7 requires a lead agency to issue a written determination of significance with respect to any proposed Unlisted action; and

WHEREAS, the Board has carefully considered the nature and scope of the proposed Project, as set forth in the Short Environmental Assessment Form prepared with respect to such action.

NOW, THEREFORE, BE IT RESOLVED, that the Board finds and concludes that the proposed action is an Unlisted action within the meaning of 6 NYCRR 617.2(al); and it is further

RESOLVED that the Board hereby declares itself the Lead Agency with respect to the environmental review of the proposed Project; and it is further

RESOLVED, that upon consideration of the foregoing, review of the Long Environmental Assessment Form, the criteria contained in 6 NYCRR § 617.7(c), and all other supporting information, the Board finds and concludes that the proposed action will not result in any significant adverse impacts to the environment for the reasons set forth in Part 3 of the Long Environmental Assessment Form, Attachment A – Reasons Supporting This Determination; and it is further

RESOLVED, that the Board hereby issues a Negative Declaration with respect to the proposed action; and it is further

RESOLVED, that the Supervisor, Town Clerk, or Town Special District Attorney are hereby authorized to notify all necessary agencies or entities of this determination.

**State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance**

Project: Scotts Corners Drinking Water Improvements

Date: DATE

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

As the Lead Agency, the Pound Ridge Town Board has determined that the proposed action described below will not have a significant environmental impact, and a Draft Impact Statement will not be prepared.

Name of Action: Scotts Corners Drinking Water Improvements

SEQR Status: Unlisted

Conditioned Negative Declaration: Yes No

Description of Action: The Town of Pound Ridge proposes to create a water district and install a public drinking water system to address a public health threat associated with contamination found in private water wells, including but not limited to Perfluoroalkyl and polyfluoroalkyl substances (PFAS), Tetrachloroethylene (PCE), and Methyl tert-butyl ether (MTBE). The project involves installing a drinking water distribution main and purchasing treated drinking water from Aquarion Water Company.

Location: The drinking water distribution main would connect to the Aquarion Water Company System in the Town of Pound Ridge, on High Ridge Road, approximately 1,000 feet northwest of the Connecticut border. The water main would extend from the connection along High Ridge Road to Upper Shad Road, then easterly along Westchester Avenue to Scotts Corners. No work within the State of Connecticut is proposed.

Reasons Supporting This Determination: See Attachment A

EMAIL: supervisor@townofpoundridge.com
sconti@townofpoundridge.com
chiefstaff@townofpoundridge.com

June 6, 2024

Kevin Hansan
Town Supervisor
Town of Pound Ridge
Town House
179 Westchester Avenue
Pound Ridge, New York 10576

Re: Town of Pound Ridge, Westchester County, New York
Resolution Approving the Establishment of Scotts Corners Water District
\$11,129,000 Estimated Maximum Cost; Up To \$3,340,000 Of Bonds

Dear Kevin:

In accordance with your request, we have prepared and enclose the following:

- (a) Resolution approving the establishment of the Scotts Corners Water District, which is subject to permissive referendum. It will not be effective until after the thirty-day permissive referendum period, measured from the date of adoption, has passed without a petition for a referendum being filed.
- (b) Notice of Adoption. Please insert a copy of the adopted resolution prior to publication. This notice must be published once in the official newspaper designated in Section 11 of the bond resolution. The resolution will be invalid unless such publication occurs within ten (10) calendar days of adoption of the resolution.
- (c) Affidavit of Posting, certifying that the Notice of Adoption was posted on the Town Clerk's signboard within ten (10) days of adoption of the resolution. The proceedings will be invalid if this posting is not timely.

When available please email the following documents to uyen.poh@nortonrosefulbright.com and judy.velez@nortonrosefulbright.com:

- 1) SEQRA resolutions and documents.
- 2) An originally certified copy of the enclosed resolution in the form actually adopted.
- 3) An original printer's affidavit of publication of the enclosed Notice of Adoption from the official newspaper.

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at nortonrosefulbright.com.

4) An original Town Clerk's affidavit of posting of such Notice of Adoption, making sure that there is attached thereto a true and correct copy of the notice in the exact form in which the same was actually posted.

Please do not hesitate to call me if you have any questions on this matter.

Very truly yours,

Uyen Poh
Enclosure

At a special meeting of the Town Board of the Town of Pound Ridge, Westchester County, New York, held at the Town Hall, 179 Westchester Avenue, in Pound Ridge, New York, on June 11, 2024, at 7:30 P.M., Eastern Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Councilperson _____, who moved its adoption, seconded by Councilperson _____ to-wit:

RESOLUTION DATED JUNE 11, 2024

A RESOLUTION APPROVING THE ESTABLISHMENT OF SCOTTS CORNERS WATER DISTRICT IN THE TOWN OF POUND RIDGE, WESTCHESTER COUNTY, NEW YORK.

WHEREAS, the Town Board of the Town of Pound Ridge (herein called the “Town Board” and the “Town”, respectively), in the County of Westchester, New York, pursuant to Town Law Article 12-A, has asked Laberge Group, competent engineers duly licensed by the State of New York, to prepare a map, plan and report for the establishment of Scotts Corners Water District (the “District”), which map, plan and report entitled: “Scotts Corners Water District Map, Plan and Report” and dated May 2024 (the “Report”), is on file at the office of the Town Clerk and is available for public inspection during regular business hours; and

WHEREAS, the proposed District will contain approximately 39 parcels; and

WHEREAS, the boundaries of the proposed District shall be as described in Exhibit A attached hereto and hereby incorporated herein; and

WHEREAS, the improvements proposed for the District to connect to the water supply owned and operated by the Aquarion Water Company (described as Alternative No. 1 in the Report), consist of the acquisition and construction of a water main, valves, meter pit, hydrants, a treatment building and original equipment, machinery, apparatus, appurtenances, service lateral connections from the water main to the property or easement line, and incidental improvements and expenses in connection therewith, all as more fully described in the Report (collectively, the “Water Improvements”); and

WHEREAS, the estimated maximum cost of said improvements is \$11,129,000; and

WHEREAS, the District plans to apply for (i) a Water Infrastructure Improvement (WIIA) grant from the New York State Environmental Facilities Corporation (“EFC”) and (ii) low-interest financing from EFC through its Drinking Water State Revolving Fund (DWSRF) program; and

WHEREAS, it is the intention of the Town to make the establishment of the District contingent upon the award of a WIIA grant and financing assistance from EFC; and

WHEREAS, the proposed plan of financing (described as Scenario 3 in the Report) includes (i) a WIIA grant for approximately 70% of the estimated maximum cost and (ii) the issuance of up to \$3,340,000 of bonds and/or notes of said Town to be financed through EFC's DWSRF program, assumed at an interest rate of 3% for a period of 30 years; and

WHEREAS, the costs of the proposed District will be apportioned based upon the equivalent dwelling unit (EDU) of each property in the proposed District. Each parcel will be initially assigned an EDU as set forth in Appendix I of the Report. A single family home is assigned an EDU of 1. The commercial properties in the District have EDU's ranging from 1 to 50; and

WHEREAS, assuming the District receives the grants and financing from EFC as described above, the annual user cost per EDU is approximately \$856.00, which comprises of a debt service cost of \$590.00 and an operation and maintenance cost of \$266.00, assuming the property does not exceed its designated EDU usage; and

WHEREAS, assuming the District receives the grants and financing from EFC as described above, the expected average annual cost to the typical property (as such term is defined in Article 12-A of the Town Law) in the proposed District will be approximately \$2,568.00 (for a commercial property with an EDU of 3) and the annual cost to the typical one-family home in the proposed District will be approximately \$856.00 in the first year in which operation, maintenance, and other charges and expenses are to be paid by said properties, as described in Section VIII of the Report; and

WHEREAS, there is no proposed hook-up fee imposed by the District but each property owner will be responsible for the one-time cost associated with the installation of and connecting to the water lateral that will be constructed by the project and installation of the Town-supplied water meter and setter, which cost will depend on the actual length of the service line and the complexity of installation; and

WHEREAS, pursuant to an Order Calling for a Public Hearing dated May 21, 2024, which Order was duly posted and published, the Town Board held a public hearing on June 11, 2024, to consider the establishment of said District and the improvements proposed therefor, at which hearing all members of the public were given an opportunity to be heard; and

WHEREAS, the Water Improvements have been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed, the Town Board has determined will not result in any significant adverse impacts on the environment and a SEQRA Negative Declaration was adopted by the Town Board on June 11, 2024; and

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Pound Ridge, Westchester County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined as follows: (a) the notice of hearing was published and posted as required by law and is otherwise sufficient; (b) all the property and property owners within said proposed District are benefited thereby; (c) all the property and property owners benefited are included within the limits of said proposed District; and (d) the establishment of said proposed District is in the public interest.

Section 2. The establishment of the Scotts Corners Water District in the Town of Pound Ridge, Westchester County, New York, as described in the Report, the boundaries of which shall be as described in Exhibit A attached hereto and hereby made a part hereof, is hereby approved.

Section 3. The estimated maximum cost of the Water Improvements is \$11,129,000 and the Town expects to pay for such project by applying for grant(s) and low-interest financing from EFC, including for (i) a WIIA grant for approximately 70% of the estimated maximum cost and (ii) low-cost financing for up to \$3,340,000 through EFC's DWSRF program.

Section 4. The cost of the Water Improvements attributable to the benefited properties in the proposed District will be \$3,340,000, which amount is to be financed by the issuance of bonds

and/or notes of said Town in an amount not to exceed \$3,340,000, and shall be annually apportioned and assessed upon the several lots and parcels of land within said District in the manner provided by law in an amount sufficient to pay the principal and interest on said bonds, notes or other obligations issued to finance such cost as the same become due.

Section 5. Such costs of the proposed District will be apportioned based upon the equivalent dwelling unit (EDU) of each property in the proposed District. Each parcel will be initially assigned an EDU as set forth in Appendix I of the Report.

Section 6. This resolution is adopted subject to permissive referendum. The Town Clerk shall, within ten (10) days after the adoption date of this resolution, publish in the official newspaper and post on the official signboard of the Town, a notice which shall set forth the date of adoption of this resolution and the full text hereof.

Section 7. The establishment of the District is subject to approval by the State Comptroller under Article 12-A of the Town Law. The Town Supervisor is hereby authorized and directed to execute any such application to the State Comptroller and the Town Clerk is authorized to perform any filings necessary under Article 12-A of the Town Law.

EXHIBIT A

**Scotts Corners Water District
Boundary Description**

TOWN OF POUND RIDGE
SCOTTS CORNERS WATER DISTRICT
BOUNDARY DESCRIPTION

April 18, 2024

Town of Pound Ridge

Westchester County, New York

The following is intended to describe the bounds of the proposed Scotts Corners Water District within the Town of Pound Ridge, Westchester County, New York as shown on the map entitled "Scotts Corners Water District, Figure 1A - Water District Boundary Map" prepared by Laberge Group and dated April 18, 2024. The district is comprised of a single contiguous area.

Beginning at a Point located at the intersection of the northerly bounds of Westchester Avenue and the westerly bounds of Tax Map Parcel (Parcel) 9454-36, and continuing northerly along said easterly bounds to a point located with the intersection of the southerly bounds of Parcel 9454-18;

Thence easterly, along the northerly bounds of the following Parcels: 9454-36, 9454-5, 9454-6;

Thence southerly, along the easterly bounds of Parcel 9454-6 to the intersection with the northerly bounds of Parcel 9454-35;

Thence south-easterly, along the northern bounds of Parcel 9454-35 to its intersection with the northwestern bounds of Parcel 9454-10;

Thence north-easterly, along the northwestern bounds of parcel 9454-10 to its intersection with the westerly bounds of Trinity Pass Road;

Thence south-easterly along the westerly bounds of Trinity Pass Road to a point directly west from the northwesterly corner of Parcel 9456-1.9;

Thence easterly across the bounds of Trinity Pass Road to its intersection with the northerly bounds of Parcel 9456-1.9;

Thence easterly, southerly and westerly around the bounds of Parcel 9456-1.9 to its intersection with the northerly bounds of Westchester Avenue;

Thence southerly across Westchester Avenue to the northerly bounds of Parcel 9455-25;

Figure 1B - Water District Boundary Description

Thence easterly along the northern bounds of Parcels 9455-25 and 9455-26 to a point directly south of Parcel 9456-4;

Thence across the bounds of Westchester Avenue to its intersection with the north-westerly bounds of Parcel 9456-4;

Thence northerly and easterly along the northerly bounds of Parcel 9456-4 and 9456-5 to the westerly bounds of Parcel 9456-13;

Thence southerly along said bounds to the northwest corner of Parcel 9456-7;

Thence easterly along the northern bounds of Parcel 9456-7 to its intersection with the westerly bounds of Parcel 9456-9;

Thence southerly along the easterly bounds of Parcel 9456-7 to its intersection with the northerly bounds of Parcel 9456-8;

Thence easterly along the northerly bounds of Parcel 9456-7 to the its intersection with the westerly bounds of Parcel 9456-9;

Thence southerly along the easterly bounds of Parcel 9456-7 to the northerly bounds of Westchester Avenue;

Thence south westerly across Westchester Avenue to the north-easterly corner of Parcel 9455-10;

Thence southerly to the easterly bounds of Parcel 9455-9;

Thence westerly along the southern bounds of the following Parcels:9455-10, 9455-13, 9455-14;

Thence south-westerly along the easterly bounds of Parcel 9455-20 to its intersection with the eastern corner of Parcel 9455-18.9;

Thence westerly along the southerly bounds of Parcel 9455-27 to its intersection with the easterly bounds of Parcel 9455-17;

Thence northerly along the westerly bounds of Parcel 9455-27 to its intersection with the southerly bounds of parcel 9455-26;

Thence westerly along the southerly bounds of Parcel 9455-26 to the south-easterly corner of Parcel 9455-22;

Thence northerly and westerly along the easterly and northerly bounds of Parcel 9455-22 to its intersection with the easterly bounds of Lower Trinity Pass Road;

Thence northerly along the easterly bounds of Lower Trinity Pass Road to a point easterly of the south-easterly corner of Parcel 9320-65;

Thence crossing Lower Trinity Pass Road to said corner;

Figure 1B - Water District Boundary Description

Thence westerly along the southerly bounds of Parcel 9320-65 to its intersection with the easterly bounds of Trinity Lane;

Thence north-westerly across Trinity Lane to the south-easterly corner of Parcel 9320-56;

Thence westerly, northerly and easterly along the bounds of Parcel 9320-56 to the south-westerly corner of Parcel 9320-58;

Thence north-easterly along the westerly bounds of Parcel 9320-58 to its intersection with the southerly bounds of Westchester Avenue;

Thence crossing Westchester Avenue to a point on the southerly bounds of Parcel 9454-7;

Thence from said point, westerly along the southern bounds of Parcels 9454-7, 9454-6, 9454-5 and 9454-36 to the Point and Place of Beginning.

J:\2022102\Reports\Appendices\Water District Boundary Legal Description\Scotts Corners Water District Description.docx

Figure 1B - Water District Boundary Description

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The order was thereupon declared duly adopted.

* * *

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

I, the undersigned Clerk of the Town of Pound Ridge, Westchester County, New York, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board
of said Town, including the order contained therein, held on June 11, 2024, with the original thereof
on file in my office, and that the same is a true and correct transcript therefrom and of the whole of
said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to
Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the
Public Officers Law.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice
of the time and place of said meeting to be given to the following newspaper and/or other news media
as follows:

Newspaper and/or Other News Media

Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notice

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on June ____, 2024.

Town Clerk

(CORPORATE
SEAL)

AFFIDAVIT OF POSTING OF NOTICE OF ADOPTION

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

I, the undersigned Clerk of the Town of Pound Ridge, Westchester County, New York,
DEPOSE AND SAY:

That on _____, 2024, I caused to be posted on the official signboard maintained
by me pursuant to subdivision 6 of Section 30 of the Town Law, a copy of the Notice of Adoption of
a resolution duly adopted by the Town Board on June 11, 2024.

A true and correct copy of such Notice of Adoption is attached hereto and made a part hereof.

Town Clerk

Subscribed and sworn to before me on
_____, 2024.

Notary Public

NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that a resolution was adopted by the Town Board of the Town of Pound Ridge, Westchester County, New York (the "Town"), on June 11, 2024, approving the establishment of the Scotts Corners Water District, subject to permissive referendum.

(insert full copy of the adopted resolution for publication and posting)

Dated: Pound Ridge, New York
June ____, 2024

Town Clerk

EMAIL: supervisor@townofpoundridge.com
sconti@townofpoundridge.com
chiefstaff@townofpoundridge.com

Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, New York 10019-6022
United States

June 6, 2024

Kevin Hansan
Town Supervisor
Town of Pound Ridge
Town House
179 Westchester Avenue
Pound Ridge, New York 10576

Uyen Poh
Partner
Direct line +1 212 318 3158
uyen.poh@nortonrosefulbright.com

Tel +1 212 318 3000
Fax +1 212 318 3400
nortonrosefulbright.com

Re: Town of Pound Ridge, Westchester County, New York
Bond Resolution for Various Water Improvements for Scotts Corners Water District
\$11,129,000 Estimated Maximum Cost; Up To \$3,340,000 Of Bonds

Dear Kevin:

In accordance with your request, we have prepared a bond resolution to pay for a portion of the costs of the various water improvements for Scotts Corners Water District. This resolution requires the affirmative vote of at least four of the five members of the Town Board.

Please note that a bond resolution is normally adopted after the completion of proceedings under Article 12-A of the Town Law, including State Comptroller approval, if required. In this case, due to EFC's grant application deadline on June 14, 2024, we have prepared this bond resolution to enable your grant application submission to EFC. In addition, you have told us that the Town does not plan on undertaking the project unless a grant is to be received from EFC.

As such, we have drafted this bond resolution to contain the following limiting language:

No obligations authorized hereby shall be issued until the Town shall complete proceedings under Article 12-A of the Town Law and the Town has received notification of an adequate grant award from EFC. No expenditure for the aforesaid class of objects or purposes shall be made unless the State Comptroller has consented thereto if required by the Town Law.

Generally, a Legal Notice of Estoppel should be published after the adoption of the bond resolution. However, in this case, it makes sense to publish the Legal Notice of Estoppel after all the proceedings under Article 12-A of the Town Law have been completed.

When available please email a certified copy of the bond resolution to uyen.poh@nortonrosefulbright.com and judy.velez@nortonrosefulbright.com .

If you have any questions or comments, please do not hesitate to call.

Very truly yours,

Uyen Poh

UP:jv
Encl.

At a special meeting of the Town Board of the Town of Pound Ridge, Westchester County, New York, held at the Town Hall, 179 Westchester Avenue, in Pound Ridge, New York, on June 11, 2024, at 7:30 P.M., Eastern Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Councilperson _____ who moved its adoption, seconded by Councilperson _____, to-wit:

BOND RESOLUTION DATED JUNE 11, 2024.

A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$3,340,000 BONDS OF THE TOWN OF POUND RIDGE, WESTCHESTER COUNTY, NEW YORK, TO PAY A PORTION OF THE \$11,129,000 ESTIMATED MAXIMUM COSTS OF THE VARIOUS WATER IMPROVEMENTS FOR SCOTTS CORNERS WATER DISTRICT, IN AND FOR SAID TOWN.

WHEREAS, pursuant to a resolution dated June 11, 2024, the Town Board of the Town of Pound Ridge approved the establishment of the Town of Pound Ridge Scotts Corners Water District, subject to permissive referendum and the approval of the State Comptroller; and

WHEREAS, the Town wishes to apply for a grant from the New York State Environmental Facilities Corporation for the improvements proposed for the Scotts Corners Water District (the "District") to connect to the water supply owned and operated by the Aquarion Water Company, consisting of the acquisition and construction of a water main, valves, meter pit, hydrants, a treatment building and original equipment, machinery, apparatus, appurtenances, service lateral connections from the water main to the property or easement line, and incidental improvements and expenses in connection therewith (collectively, the "Water Improvements"), all as more fully described in the map, plan and report entitled: "Scotts Corners Water District Map, Plan and Report" and dated May 2024 (the "Report"); and

WHEREAS, according to the Report, the estimated maximum cost of the Water Improvements is \$11,129,000 and the Town expects to pay for such project by applying for or obtaining the following funding sources: (i) a Water Infrastructure Improvement (WIIA) grant from the New York State Environmental Facilities Corporation ("EFC") for approximately 70% of the estimated maximum cost and (ii) the issuance of up to \$3,340,000 of bonds and/or notes of said Town to be financed through EFC's Drinking Water State Revolving Fund program; and

WHEREAS, the Town does not plan on undertaking the Water Improvements unless a grant from EFC is expected; and

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Pound Ridge, Westchester County, New York, as follows:

Section 1. For the class of objects or purposes of paying for a portion of the costs of the various water improvements for Scotts Corners Water District, in said Town, and related and incidental improvements and expenses in connection therewith, there are hereby authorized to be issued \$3,340,000 bonds of said Town pursuant to the provisions of the Local Finance Law. **No obligations authorized hereby shall be issued until the Town shall complete proceedings under Article 12-A of the Town Law and the Town has received notification of an adequate grant award from EFC. No expenditure for the aforesaid class of objects or purposes shall be made unless the State Comptroller has consented thereto if required by the Town Law.**

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is \$11,129,000 and that the plan for the financing thereof is by (i) the issuance of the \$3,340,000 bonds of said Town authorized to be issued pursuant to this bond resolution and (ii) grants from EFC or other sources.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years pursuant to subdivision one of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Town of Pound Ridge, Westchester County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on

such obligations as the same respectively become due and payable. To the extent not paid from the collection of assessments against benefited property in the District, an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent such appropriation is not made from other sources, there shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Town of Pound Ridge, Westchester County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Town Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Town Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Town Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Town Supervisor consistent with the provisions of the Local Finance Law.

Section 9. The Town Supervisor is hereby further authorized, at his or her sole discretion, to execute a project financing agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State environmental

Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 10. The intent of this resolution is to give the Town Supervisor sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid bonds and, or notes, without resorting to further action of this Town Supervisor.

Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Town Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 12. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 13. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 14. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call,
which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * *

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

I, the undersigned Clerk of the Town of _____, _____ County, New York,
DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on April 8, 2024, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the Public Officers Law.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspaper and/or other news media as follows:

Newspaper and/or other news media

Date given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s)
of posted notice _____

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town,
on _____, 2024.

(SEAL)

Town Clerk

June 6, 2024

VIA EMAIL & MAIL

Mr. Kevin Hansan, Supervisor
Town of Pound Ridge
Town Hall
179 Westchester Avenue
Pound Ridge, New York 10576

Re: **Professional Services Proposal**
Scotts Corners Drinking Water Improvements
Town of Pound Ridge, New York

Dear Supervisor Hansan:

As requested, Laberge Group is pleased to offer continued assistance to the Town for the Scotts Corners Water Improvement Project. This effort includes two phases. The first phase includes programmatic items that generally involve assisting the Town with the submission of a loan financing application under the New York State Revolving Fund program, submission of a grant application under the New York State Water Infrastructure Improvement Act program, and supporting activities needed to coordinate with funding agencies and the New York State Comptroller. Grant awards are expected to be announced in December 2024, at which time the programmatic phase will be complete. The second phase includes professional engineering services needed for implementation. The implementation phase would only proceed if a water district is formed and project funding is secured, as stated in the Scotts Corners Water District Map, Plan, and Report (MPR).

Based on our understanding of the project, we propose the following scope of services:

Programmatic Phase

Laberge Group proposes to complete the items described below for a lump sum fee of \$12,500 plus reimbursable expenses.

- Laberge Group will coordinate closely with the consultant retained by the Town to obtain final income survey report information for presentation to the Environmental Facilities

Corporation (EFC) and the NYS Department of Health (DOH) to best position the project to receive a hardship determination and preferred financing.

- Prepare program budgets for financing applications based on the final MPR information.
- Submit updated information to the DOH for listing on the 2025 Intended Use Plan as required before June 14, 2024.
- Assist in preparing the Drinking Water State Revolving Fund (DWSRF) financing application.
- Prepare a New York State Water Infrastructure Improvement Act (WIIA) grant application for submission by the Town prior to June 14, 2024. This grant application will request grant funding of up to 70% of project costs as outlined in the Map, Plan and Report.
- Assist the Town and Special District Counsel with preparing responses to the New York State Comptroller's comments on the MPR.
- Assist the Town with resolution of grant and/or loan application review comments.
- Assist the Town and Aquarion with preparing an agreement needed for the supply of water to Scotts Corners that would be contingent on the receipt of funding as defined in the MPR.
- Monitor additional grant funding opportunities. Prepare and submit a proposal for Town Board consideration for potential grant applications that may provide financial assistance and reduce final user costs associated with Scotts Corners Water Improvements.
- Prepare and submit a proposed scope of work and contract addendum for the Town to authorize implementation phases to commence if funding is secured as defined in the MPR.

Implementation Phases (Design and Construction Professional Services)

This phase will not advance, and no costs will be incurred unless a water district is formed and funding is secured as outlined in the MPR. Furthermore, authorization to proceed will need to be provided before surveys, engineering, environmental permitting, construction administration, and construction observation required for implementation of Scotts Corners Drinking Water Improvements can commence as defined within the MPR. As part of the programmatic phase, a proposed scope of work and contract addendum will be provided to the Town for approval and transmitted to the EFC and DOH upon acceptance. As previously noted, approval of any implementation phase activity is contingent on securing funding. The addendum will also require that the Board formally issue authorization to proceed with the implementation phase.

We are enclosing a general service agreement and contract addendum for your consideration. The general service agreement contains standard terms for professional services. The addendum authorizes the Programmatic Phase to proceed for a lump sum fee of \$12,500 as outlined in this proposal. The addendum also serves to demonstrate the Town's readiness to implement the project upon funding by documenting intent to authorize our firm to assist with implementation

Kevin Hansan, Supervisor

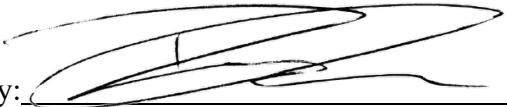
June 6, 2024

Page 3 of 3

as identified in the MPR promptly after funding is made available. The general services agreement and addendum are critical and will be used to show readiness to support the WIIA grant application. If these documents are acceptable to the Town, please sign and return them to our office prior to noon on June 14, 2024 so they can be included with the Town's grant application.

Thank you again for this opportunity to work with the Town. Please do not hesitate to call if you have any questions or require any additional information.

Very truly yours,
LABERGE GROUP

By: 

Donald C. Rhodes P.E.
Project Manager

DCR:dcr

Agreement Between
Town of Pound Ridge
Westchester County, New York

And

**LABERGE ENGINEERING & CONSULTING
GROUP, LTD.**

For

Professional Services

Draft Date: June 3, 2024



General Services Agreement

**AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

Part I. PARTIES AND PROJECT

THIS AGREEMENT is made on the 3rd Day of June the year 2024 between
 Town of Pound Ridge, Westchester County New York the OWNER and
LABERGE ENGINEERING & CONSULTING GROUP LTD. with offices at 4 Computer Drive West, Albany, New York 12205, the ENGINEER, for the
following :

Professional Consulting Services including but not limited to: drinking water supply design, distribution and treatment; wastewater treatment planning and design; stormwater system design and program management; grant writing and administration; land surveying; ARPA grant administration; planning and zoning board review; land use review; strategic and comprehensive planning; road and highway engineering; architectural services; landfill monitoring and related services; dam safety; petroleum bulk storage; government operations, shared services and efficiency planning; and construction administration/observation as requested and authorized by the Town Board.

The OWNER and the ENGINEER agree as follows:

OWNER: Town of Pound Ridge
DRAFT DATE: June 3, 2024

Part II. ENGINEERING CHARGES:

MULTIPLE OF DIRECT PERSONNEL EXPENSE

A. In accordance with the Terms and Conditions of this Agreement, the ENGINEER shall provide professional services for which the OWNER shall compensate the ENGINEER as follows:

A.1 **Basic Services** - As defined in Paragraph 1.1 and Additional Services, as defined in Paragraph 1.2, as follows:

A.1.1 Employees' Direct Personnel Expense (including Principals') plus one and seven tenths (1.7) times the employees' Direct Personnel Expense as defined in Article 3.

A.1.2 Cost of services of other professional consultants at a multiple of one and two tenths (1.2) times the amount billed to the ENGINEER by the professional consultants for such services.

A.2 **Initial Payment** - Execution of the Agreement shall be accompanied by an initial payment by the OWNER of:

- 0 -

_____ Dollars
(\$ _____), which shall be credited to the OWNER'S account.

A.3 **Reimbursable Expenses** - As defined in Article 4, times a multiplier of one and two tenths (1.2).

A.4 Payments made after the initial payment shall be made monthly in proportion to services performed.

A.5 Services performed under programs subject to the provisions of OMB Circular A102 shall be covered under a separate agreement subject to and in accordance with the provisions of said circular.

Part III. TERMS AND CONDITIONS

Article 1. ENGINEERING SERVICES

1.1 Basic Services

The ENGINEER agrees to perform professional services in connection with the Project, including normal civil, structural, mechanical and electrical services and normal architectural services related thereto, as set forth below and contained within this Agreement:

- Preliminary Design Phase
- Construction Contract Documents Phase
- Bidding or Negotiating Phase
- Construction Phase

1.1.2 Preliminary Design Phase

During the Preliminary Design Phase the ENGINEER shall:

- 1.1.2.1 Consult with the OWNER to ascertain the OWNER'S requirements for the Project.
- 1.1.2.2 Review alternative approaches to design and construction of the Project.
- 1.1.2.3 Prepare a preliminary ENGINEERING/ARCHITECTURE study and report, consisting of design criteria, drawings and outline specifications to develop and establish the scope of the Project.
- 1.1.2.4 Prepare a statement of the ENGINEER'S Opinion of the probable Construction Cost for the Project based upon designs established to this point.
- 1.1.2.5 Furnish Five (5) copies of the Design Documents for the OWNER'S review and approval.

1.1.3 Construction Contract Documents Phase

The ENGINEER shall:

- 1.1.3.1 Prepare the required Contract forms including proposal forms and notice to bidders, drawings, technical specifications and other documents as required to complete the Construction Contract Documents.
- 1.1.3.2 Advise the OWNER of any substantial adjustments to previous ENGINEER'S opinion of the probable Construction Cost when changes in requirements, general market conditions or other conditions that become known to ENGINEER.
- 1.1.3.3 At the OWNER'S request, assist the OWNER'S legal counsel in connection with their review of the Construction Contract Documents for their legally related aspects.
- 1.1.3.4 Furnish Five (5) copies of the Construction Contract Documents for the OWNER'S review and approval.

1.1.4 Bidding or Negotiating Phase

Upon receipt of the OWNER'S written approval of the Construction Contract Documents Phase and latest Opinion of the probable Construction Cost, and written authorization to proceed with the Bidding or Negotiating Phase, the ENGINEER shall:

- 1.1.4.1 Assist the OWNER in obtaining bids or negotiating bid proposals, in analyzing bids and proposals, and in awarding the Construction Contract.

1.1.5 Construction Phase – Administration of the Construction Contract

Upon award of any Construction Contract based upon the Construction Contract Documents compiled by the ENGINEER, the Construction Phase of this Agreement shall commence and the ENGINEER shall:

- 1.1.5.1 Act as the OWNER'S representative with duties and responsibilities and limitations of authority as described in the General Conditions to the Construction Contract. The OWNER shall not modify the Construction Contract Documents without the written consent of the ENGINEER.
- 1.1.5.2 Advise and consult with the OWNER during the Construction Phase. The ENGINEER shall issue the OWNER'S authorized instructions to the Contractor.
- 1.1.5.3 Make visits to the site of the construction to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in general accordance with the Drawings and the Specifications. On the basis of their on-site observations as an ENGINEER, he shall endeavor to guard the OWNER against apparent defects and deficiencies in the permanent work constructed by the Contractor but does not guarantee the performance of the Contractor. The ENGINEER shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the construction work. The ENGINEER is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The ENGINEER is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract.
- 1.1.5.4 Review the Contractor's requests for progress payments, and based upon data or observation, advise the OWNER as to the ENGINEER'S opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request and issue, for processing by the OWNER, a Recommendation for Payment in the amount owed the Contractor. The issuance of Recommendation for Payment shall constitute an opinion by the ENGINEER to the OWNER, based on data or site observations, review and data accompanying the request for payment, that the Contractor's work has progressed to the point indicated; that to the best of the ENGINEER'S knowledge, information and belief, the quality of the Contractor's work indicated; that to the best of the ENGINEER'S knowledge, information and belief, the quality of the Contractor's work is in general accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of minor deviations from the Construction Contract Documents and to qualifications stated in the Recommendation for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Recommendation for Payment by the ENGINEER shall not represent that he has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- 1.1.5.5 Make recommendations to the OWNER on all claims relating to the execution and progress of the construction work. The ENGINEER'S decisions in matters relating to the ENGINEER'S design shall be final.
- 1.1.5.6 Notify the OWNER of permanent work which does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the OWNER for its correction and, at the request of the OWNER, have recommendations implemented by the Contractor.

- 1.1.5.7 Review shop drawings, samples, and other submittals of the Contractor only for general conformance to the design concept of the project and for general compliance with the Construction Contract only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The ENGINEER's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the ENGINEER of construction means, methods, techniques, sequences or procedures. The ENGINEER's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the ENGINEER shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents
- 1.1.5.8 Prepare Final Quantity Adjustment Change Order for the OWNER'S approval.
- 1.1.5.9 Prepare statement of substantial completion for OWNERS approval.
- 1.1.5.10 Conduct a construction progress review related to the Contractor's date of completion; receive written guarantees and related data assembled by the Contractor; and issue to the OWNER a Recommendation for Final Payment.
- 1.1.5.11 The ENGINEER shall not be responsible for the defects or omissions in the work result of the Contractors, or any Subcontractors, or any of the Contractor's or Subcontractor's employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract.

1.2 ADDITIONAL SERVICES

The ENGINEER shall furnish or obtain from others, additional professional services in connection with this agreement, as set forth below. (Cross out those paragraphs that do not apply.)

- 1.2.1 Preparation of applications and supporting documents for government grants, loans, advances or payments.
- 1.2.2 Preparation of drawings from field measurements of existing construction when required for planning additions or alterations thereto.
- 1.2.3 Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.
- 1.2.4 Revising studies, reports, design documents, drawings or specifications which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of the ENGINEER.
- 1.2.5 Preparation of design documents for alternate bids or for out-of-sequence work requested by the OWNER.
- 1.2.6 Preparation of detailed renderings, exhibits or scale models for the Project.
- 1.2.7 Preparation of environmental assessment statements and related services.
- 1.2.8 Providing special analysis of the OWNER'S needs such as owning and operating analysis, OWNER'S operating and maintenance manuals, OWNER'S special operating drawings or charts, and any other similar analysis.
- 1.2.9 Providing planning surveys, site evaluations and comparative studies of prospective sites.
- 1.2.10 Providing any type of field surveys for design purposes, "stake out" of the location of the work, and any other special field surveys.
- 1.2.11 Furnishing additional copies of reports and additional prints of Drawings and Specifications in excess of those stipulated in the Agreement.
- 1.2.12 Investigations involving detailed consideration of operations, maintenance and overhead expenses; the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material and labor; and material audits or inventories required by the OWNER.
- 1.2.13 Additional services when the Project involves more than one Construction Contract, or separate equipment contracts.
- 1.2.14 Preparing required Change Orders which are not within the scope of Article 1, "ENGINEER'S SERVICES," paragraph 1.1.
- 1.2.15 Making a review of the Project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the Construction Contract.
- 1.2.16 Preparing a set of reproducible record documents conforming to construction records provided to the ENGINEER by the Contractor during the construction process.
- 1.2.17 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the Contractor, (3) prolongation of the initial Construction Contract time beyond the contract time, (4) acceleration of the work schedule involving services beyond established office working hours, and (5) the Contractor's default under Construction Contract due to delinquency or insolvency.
- 1.2.18 Providing assistance in the initial start-up, testing, adjusting or balancing, or operation of equipment or systems, or training personnel for operation or maintenance of equipment or system.
- 1.2.19 Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.
- 1.2.20 Providing services as an expert witness for the OWNER in connection with litigation or other proceedings involving the Project.
- 1.2.21 Providing administrative and management services.
- 1.2.22 Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Article 2, "OWNER'S RESPONSIBILITIES," excluding testing for and/or of Hazardous Waste & Asbestos Materials.
- 1.2.23 Providing Resident Project Representative services to give the OWNER more extensive on-site representation during the Construction Phase.
- 1.2.24 Meetings and hearings required for the conduct of the project with the Owner or as otherwise requested by the Owner.

Article 2. OWNER'S RESPONSIBILITIES

The OWNER shall:

- 2.1 Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER'S requirements for the Project.
- 2.2 Designate in writing a person authorized to act as the OWNER'S representative. The OWNER or their representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER'S policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER'S services.
- 2.3 Furnish to the ENGINEER a complete land survey of the Project site which shall include, but not be limited to, service and utilities locations with depths and invert grades, easements, rights-of-way, contours, grades, streets, alleys, pavements, adjoining property, encroachments, zoning and deed restrictions, existing buildings, improvements and tree locations.
- 2.4 Furnish soils data, including but not limited to: reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity tests, all with appropriate professional interpretation.
- 2.5 Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project.

OWNER: Town of Pound Ridge
 DRAFT DATE: June 3, 2024

- 2.6 Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the Contractor.
- 2.7 Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.
- 2.8 Obtain bids or proposals from Contractors for work relating to this Project and bear all costs relating thereto.
- 2.9 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the Contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
- 2.10 Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER'S services under this Agreement.
- 2.11 Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER'S performance of services under this Agreement.
- 2.12 Compensate the ENGINEER for services rendered under this Agreement.
- 2.13 Furnish an overall budget for the project, including all construction and all other costs.
- 2.14 Furnish the above services at the OWNER'S expense and in such manner that the ENGINEER may rely upon them in the performance of their services under this Agreement.

The ENGINEER shall perform or select the professionals required by the OWNER to perform those services under Sections 2.3, 2.4 and 2.5 but those professionals shall contract directly with the OWNER.

Article 3. DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct labor costs incurred by the ENGINEER directly attributable to the Project by the payment of the actual salaries and wages plus .45 of said sum to cover all indirect labor expenses (i.e., social security, unemployment, holidays, vacation, retirement, insurance etc.).

Article 4. REIMBURSABLE EXPENSES

- 4.1 Reimbursable Expenses are in addition to compensation to the ENGINEER for Basic and Additional Services and include expenditures made by the ENGINEER, their employees or their consultants in the interest of the Project. Reimbursable Expenses include, but are not limited to:
 - 4.1.1 Expense of transportation, subsistence and lodging when traveling in connection with the Project.
 - 4.1.2 Expense of telecommunications, messenger service, field office expenses, and fees paid for securing approval of authorities having jurisdiction over the Project.
 - 4.1.3 Expense of all reproduction, postage and handling of Drawings, Specifications, reports or other Project-related work product of the ENGINEER.
 - 4.1.4 N/A
 - 4.1.5 Expense of publications, library, equipment, etc. required for the project.

Article 5 PAYMENTS TO THE ENGINEER

- 5.1 Progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty days of the ENGINEER'S submittal of their statement. Past due amounts owed shall include a charge at a rate of interest from the thirtieth day equal to J P Morgan Chase Bank prime plus two (2) per cent.
- 5.2 If the OWNER fails to make payments due the ENGINEER, the ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.
- 5.3 No deductions shall be made from the ENGINEER'S compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.
- 5.4 If the Project is delayed or if the ENGINEER'S services for the Project are delayed or suspended for more than three months for reasons beyond the ENGINEER'S control, the ENGINEER may, after giving seven days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate the ENGINEER in accordance with the termination provision contained hereafter in this Agreement.

Article 6 GENERAL PROVISIONS

6.1 Ownership of Documents
 Drawings, Specifications and other work product of the ENGINEER for this Project are instruments of service for this Project only and shall remain the property of the ENGINEER whether the Project is completed or not. Reuse of any of the instruments of service of the ENGINEER by the OWNER on extensions of this Project or on any other project without the written permission of the ENGINEER shall be at the OWNER'S risk and the OWNER agrees to defend, indemnify and hold harmless the ENGINEER from all claims, damages and expenses including attorneys' fees arising out of such unauthorized reuse of the ENGINEER'S instruments of service by the OWNER or by others acting through the OWNER. Any reuse or adaptation of the ENGINEER'S instruments of service occurring after the written agreement of the ENGINEER shall entitle the ENGINEER to further compensation in amounts to be agreed upon by the OWNER and the ENGINEER.

6.2 Delegation of Duties
 Neither the OWNER nor the ENGINEER shall delegate their duties under this Agreement without the written consent of the other.

6.3 Termination

This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform, in accordance, with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, the ENGINEER shall be paid for services performed to the termination notice date including, Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus 25% of the total compensation earned to the time of termination to account for ENGINEER'S rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

6.4 Extent of Agreement

This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.

6.5 Governing Law

Unless otherwise specified with this Agreement, this Agreement shall be governed by the law of the principal place of business of the ENGINEER.

6.6 General

- 6.6.1 Should litigation or arbitration occur between the two parties relating to the provisions of this Agreement, all litigation or arbitration expenses, collection expenses, witness fees, court costs and attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.
- 6.6.2 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- 6.6.3 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- 6.6.4 The ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform their work but not relating to the final or completed structure; omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 6.6.5 The ENGINEER intends to render their services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty either express or implied.
- 6.6.6 Any Opinion of the probable Construction Cost prepared by the ENGINEER represents their judgment as a design professional and is supplied for the general guidance of the OWNER. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such Opinions as compared to Contractor bids or actual cost to the OWNER.
- 6.6.7 It is understood that this Agreement, may or may not contemplate the handling of, or design, including use of asbestos or any other material classified by New York State and/or the U. S. Environmental Protection Agency as a hazardous waste. Where it is understood and agreed that this Agreement does not contemplate the handling of or design, including use of asbestos or any hazardous waste material, the owner hereby agrees to hold harmless, defend and indemnify the ENGINEER for all claims, lawsuits, expenses or damages, arising from or related to, the handling, use, treatment, purchase, sale, storage or disposal of asbestos, asbestos products and/or any hazardous waste materials.

Where it is understood and agreed that this Agreement contemplates the handling of, or design, including use of, asbestos or any hazardous waste material, the ENGINEER shall not be responsible for the safety measures on the job, including measures for the protection of employees, contractor(s), subcontractor(s) and/or the general public. Said responsibility shall rest solely upon the contractor. The owner agrees to hold harmless, defend and indemnify the ENGINEER from all claims, suits, expenses or damages arising from, or alleged to arise from exposure to and/or inhalation of asbestos or asbestos fibers and hazardous waste materials, except those arising from negligent acts, errors or omissions by the ENGINEER. Nothing in this Agreement shall impose any liability upon the ENGINEER, for claims, lawsuits, expenses or damages arising from or in any manner related to exposure, handling, manufacture or disposal of asbestos, asbestos products and/or hazard waste materials in any of its various forms as defined by New York State and the U. S. Environmental Protection Agency.

- 6.6.8 It is understood and agreed that ENGINEER shall not be responsible for any costs in excess of the Opinion of Probable Construction Costs referenced in paragraphs 1.1.24 and 1.1.3.2 of this Agreement.
- 6.6.9 Owner agrees not to hire or solicit for employment, for themselves or others, the ENGINEER's employee during the term of this agreement and for a period of two years thereafter.
- 6.6.10 Owner shall provide ENGINEER with written notice of any and all claims relating to ENGINEER's services within ten (10) days after the event-giving rise to the claim. Said notice shall be deemed to be a condition precedent to any action or lawsuit to recover damages against ENGINEER.
- 6.6.11 Any and all claims, actions or lawsuits against ENGINEER arising out of the project or this Agreement must be brought in the Supreme Court, County of Albany within six (6) months of the last date that ENGINEER provides services under this Agreement.
- 6.6.12 Notwithstanding any statutory provision or other law, written notice of any and all claims arising out of this contract shall be served within one (1) year from the date of the alleged breach. Any and all actions arising out of such claims shall be filed within six (6) months from the date of said notice.
- 6.6.13 With specific respect to design requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), OWNER agrees to waive any action against ENGINEER and to indemnify and defend ENGINEER against any claim arising from ENGINEER's alleged failure to meet ADA design requirements prescribed. OWNER understands that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel for purposes of interposition is advisable.
- 6.6.14 Delivery of Electronic Files
In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by the ENGINEER the OWNER covenants and agrees that all such electronic files are instruments of service of the ENGINEER who shall be deemed the author, and shall retain all common law, statutory law and other rights including copyrights.

The OWNER agrees not to reuse these electronic files in whole or in part, for any purpose or project other than the project that is the subject of the Agreement. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the ENGINEER. The OWNER further agrees to waive all claims against the ENGINEER resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than the ENGINEER.

The OWNER is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the ENGINEER's and electronic files, the signed construction documents shall govern.

In addition, the OWNER agrees to the fullest extent permitted by law to indemnify and hold the ENGINEER harmless from any damage, liability or cost including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than the ENGINEER or from any changes made by anyone other than the ENGINEER or from any reuse of the electronic files without the prior written consent of the ENGINEER.

Article 7. SPECIAL PROVISIONS

7.1 Insurance and Indemnity

7.1.1 **ENGINEER'S Insurance** - The ENGINEER shall acquire and maintain statutory worker's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage and professional liability insurance coverage.

7.1.2 **Contractor's Insurance** - Prior to the commencement of the work, the OWNER shall require the Contractor and any Subcontractors to submit evidence that he (they) have obtained, for the period of the Construction Contract and the guarantee period, comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$ 500,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$ 2,000,000 for damages arising out of bodily injury, sickness and death of two or more persons in any one occurrence. The property damage portion will provide for a limit of not less than \$500,000 for all damages arising out of injury to or destruction of property of others; arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse and underground exposures. A limit of not less than \$1,000,000 aggregate shall be provided.

Included in such coverage will be contractual coverage sufficiently broad to insure the provision of paragraph 7.1.4 "Indemnity". The comprehensive general liability insurance will include as additional named insureds: the OWNER; the ENGINEER; and each of their officers, agents and employees; and other persons with an insurable interest as may be designated by the Owner.

7.1.3 **Builders Risk "All Risk" Insurance** - Before commencement of the work, the OWNER will require that the Contractor submit written evidence that he has obtained for the period of the Construction Contract, Builders Risk "All Risk" Completed Value Insurance Coverage (including earthquake and flood) upon the entire Project which is the subject of the Construction Contract. Such insurance shall include as additional named insureds: the OWNER; the ENGINEER; and each of their officers, agents, employees and any other persons with an insurable interest as maybe designated by the OWNER.

Such insurance may have a deductible clause but not to exceed \$5,000, except that the earthquake deductible may be in accordance with generally accepted insurance practices in the locale where the coverage is issued.

7.1.4 **Indemnity** - The OWNER will require that any Contractor or Subcontractors, performing work in connection with Drawings and Specifications produced under this Agreement, to hold harmless, indemnify and defend the OWNER and the ENGINEER, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleging to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, or the ENGINEER or their consultants, or their officers, agents and employees.

7.2 Construction Cost

7.2.1 Construction Cost, when used as the basis for determining the ENGINEER'S compensation, shall be defined as the total cost to the OWNER or the ENGINEER'S Opinion of the Construction Cost for all construction designed or specified by the ENGINEER including the costs of labor, materials, equipment and specified furnishings, and cost of management of construction, but not including the ENGINEER'S or other consultant's compensation and expenses, the cost of land, rights-of-way or easements, nor the OWNER'S cost of legal, accounting, auditing or insurance counseling services, or interest and financing charges for the Project, nor other costs, listed in Article 2 "OWNER'S RESPONSIBILITY." The Construction Cost shall be determined as follows with precedence in the order listed:

7.2.1.1 For completed construction the costs to the OWNER of all construction work performed.

7.2.1.2 For construction work not constructed, the lowest bona fide bid received from a qualified bidder.

7.2.1.3 For work for which bids are not received, ENGINEER'S latest Opinion of the Construction Cost.

7.2.2 Labor furnished by the OWNER for the Project construction shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Material and equipment furnished by the OWNER for the Project shall be included in the Construction Cost at current market prices, F.O.B. Project site, except that used material and equipment shall be included as if purchased new for the Project.

7.2.3 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall be in writing signed by both OWNER and ENGINEER and shall include a ten percent bidding contingency, unless another amount is agreed upon in writing. When such fixed limit is established, the ENGINEER shall be permitted to determine what materials, equipment, component systems, types of construction and alternative bid items are to be included in the Construction Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. Acceptance by the OWNER of a revised Opinion of Construction Cost in excess of the fixed limit shall constitute a corresponding increase in the fixed limit of Construction Cost.

7.2.4 After completion of the Construction Contract Documents Phase, if the Bidding or Negotiating Phase does not commence within six months, any fixed limit of the Construction Cost shall be adjusted to reflect general construction industry price level increases occurring between the date of ENGINEER'S submittal to the OWNER of the final Construction Contract Document and the date on which bids or proposals are sought.

7.2.5 If the lowest bona fide bid or the ENGINEER'S Opinion of the Construction Cost exceeds such fixed limit of Construction Cost (including the bidding contingency) established as a condition of this Agreement, the OWNER shall (1) give written approval for an increase in such fixed limit, (2) authorize re-bidding within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

7.3 Resident Construction Review Services

7.3.1 The ENGINEER shall provide one or more full time Resident Project Representatives to assist the ENGINEER in order to render more extensive representation at the project site during the Construction Phase. Such Resident Construction Review Services shall be paid for by the OWNER as Additional Services as defined within this Agreement. The limits of the authority, duties and responsibilities of a Resident Project Representative shall be described before such services begin by written instruments labeled Exhibit A, attached to, and made a part of this Agreement.

7.3.2 By means of the more extensive on-site observations of the work in progress, the ENGINEER will endeavor to provide further protection for the OWNER against defects and deficiencies in the Contractor's work, but the furnishing of such services shall not include construction review of the

Contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work, and the ENGINEER shall not be responsible for the Contractor's failure to carry out the work in accordance with the Construction Contract.

7.4 **Limitation of Liability**

To the fullest extent permitted by law, the OWNER agrees to limit the ENGINEER'S liability to the OWNER and to all Construction Contractors and Subcontractors on the project for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from, or any way related to this Agreement due to the ENGINEER'S professional negligent acts, errors or omissions, breach of contract or warranty, express or implied, such that the total aggregate liability of the ENGINEER to those named shall not exceed ten thousand (\$10,000) dollars or 50% of the ENGINEER'S total fee for services rendered on this project, whichever is the greater.

7.5 **Miscellaneous**

(These provisions supersede previous Articles or provide additional information not included in previous Articles).

7.5.1 The OWNER'S Authorized Representative shall be the official who executes this Agreement.

This Agreement executed the date and year written at the beginning of the Agreement.

OWNER:

Town of Pound Ridge

179 Westchester Avenue

ADDRESS

Pound Ridge

CITY

New York

STATE

10576

ZIP

BY:

Kevin Hansan

PRINTED NAME

Town Supervisor

TITLE

ATTEST:

ENGINEER:

LABERGE ENGINEERING & CONSULTING GROUP, LTD

4 COMPUTER DRIVE WEST

ADDRESS

ALBANY

CITY

NY

STATE

12205

ZIP

BY:

Richard F. Laberge, P.E.

PRINTED NAME

President

TITLE

ATTEST:

OWNER: Town of Pound Ridge
DRAFT DATE: June 3, 2024

EXHIBIT A

LIMITATIONS OF AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE RESIDENT PROJECT REPRESENTATIVE

- A. The Resident Project Representative shall act under the direct supervision of the ENGINEER, shall be the ENGINEER'S agent in all matters relating to on-site construction review of the Contractor's work, shall communicate only with the ENGINEER and the Contractor (or Contractors), and shall communicate with subcontractors only through the Contractor or their authorized superintendent. The OWNER shall communicate with the Resident Project Representative only through the ENGINEER.
- B. The Resident Project Representative shall observe on-site construction activities of the Contractor relating to portions of the project designed and specified by the ENGINEER as contained in the Construction Contract Documents.
- C. Specifically omitted from the Resident Project Representative's duties are any review of the Contractor's safety precautions, or the means, methods, sequences, or procedures required for the Contractor to perform the work but not relating to the final or completed project. Omitted design or review services include, but are not limited to: shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- D. The specific duties and responsibilities of the Resident Project Representative are enumerated as follows:
1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by the Contractor and consult with the ENGINEER concerning their acceptability.
 2. Conferences: Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the ENGINEER and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.
 3. Liaison:
 - a. Service as ENGINEER'S liaison with the Contractor, working principally through Contractor's superintendent and assist them in understanding the intent of the Contract Documents. Assist the ENGINEER in serving as OWNER'S liaison with the Contractor when Contractor's operations effect OWNER'S on-site operations.
 - b. As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the work.
 - c. Alert Contractor directly and through their superintendent, to the hazards involved in accepting or acting upon instructions from OWNER or others, except instructions transmitted through ENGINEER or themselves.
 4. Shop Drawings and Samples:
 - a. Receive and record date of receipt of Shop Drawings and samples, which have been reviewed by the ENGINEER.
 - b. Receive samples which are furnished at the site by the Contractor for ENGINEER'S review and notify ENGINEER of their availability for examination.
 - c. Advise ENGINEER and Contractor or their superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been reviewed by ENGINEER.
 5. Review of Work, Rejection of Defective Work, Observations and Tests:
 - a. Conduct on-site observations of the work in progress to assist ENGINEER in determining that the project is proceeding in accordance with the Contract Documents and that completed work will conform to the requirements of the Contract Documents.
 - b. Report to the ENGINEER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the requirements of the Contract Documents, or does not meet the requirements of any review, tests or approval required to be made; and advise the ENGINEER when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing or review.
 - c. Review that tests, equipment and systems start-ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting officials representing public or other agencies having jurisdiction over the project, record the outcome of these reviews and report to the ENGINEER.
 6. Interpretation of Contract Documents: Transmit to the Contractor, the ENGINEER'S clarification and interpretations of the Contract Documents.
 7. Modifications: Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the ENGINEER.
 8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents, including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports and other project related documents.
 - b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the ENGINEER.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of equipment and materials.
 9. Reports:
 - a. Furnish ENGINEER periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - b. Consult with ENGINEER in advance of scheduled major tests, reviews or start of important phases of the work.
 10. Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to the ENGINEER, noting particularly, their relation to the schedule of values, work completed and materials and equipment delivered at the site.
 11. Guarantees, Certificates, Maintenance & Operation Manuals: During the course of the work, review that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the ENGINEER for their review and forwarding to OWNER prior to final acceptance of the project.
 12. Completion:

OWNER: Town of Pound Ridge
DRAFT DATE: June 3, 2024

- a. Before the ENGINEER issues a Statement of Substantial Completion, submit to the Contractor a list of observed items requiring correction.
- b. Conduct final review in the company of ENGINEER, OWNER and Contractor, and prepare a final list of items to be corrected and/or completed.
- c. Review that all items on final list have been corrected and make recommendations to the ENGINEER concerning acceptance.

E. LIMITATION OF AUTHORITY

Except upon written instructions of the ENGINEER, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents.
2. Shall not undertake any of the responsibilities of the Contractor, subcontractors or Contractor's superintendent.
3. Shall not expedite work for the Contractor.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the work.
6. Shall not authorize OWNER to occupy the project in whole or in part.
7. Shall not participate in specialized field or laboratory tests.

Where it is understood and agreed that this Agreement contemplates the handling of, or design, including use of, asbestos or any hazardous waste material, the ENGINEER shall not be responsible for the safety measures on the job, including measures for the protection of employees, contractor(s), subcontractor(s) and/or the general public. Said responsibility shall rest solely upon the contractor. The owner agrees to hold harmless, defend and indemnify the ENGINEER from all claims, suits, expenses or damages arising from, or alleged to arise from exposure to and/or inhalation of asbestos or asbestos fibers and hazardous waste materials, except those arising from negligent acts, errors or omissions by the ENGINEER.

Nothing in this Agreement shall impose any liability upon the ENGINEER, for claims, lawsuits, expenses or damages arising from or in any manner related to exposure, handling, manufacture or disposal of asbestos, asbestos products and/or hazard waste materials in any of its various forms as defined by New York State and the U. S. Environmental Protection Agency.

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OWNER: Town of Pound Ridge
DRAFT DATE: June 3, 2024

CONTRACT ADDENDUM NO. 1

(2024 NYSEFC WIIA/SRF APPLICATION & IMPLEMENTATION)

DATED: June 6, 2024

TO
Agreement for Professional Services
(General Services Agreement Dated June 3, 2024)

The original Agreement, between the Town of Pound Ridge, Westchester County, the OWNER and Laberge Group, the ENGINEER is hereby amended as follows:

The contract shall be increased by \$12,500 for the Programmatic Phase as outlined in the proposal letter dated June 6, 2024.

Upon successful loan and grant funding awards, the contract amount shall be increased as shown in the Scotts Corners Map, Plan, and Report for Design, Survey, Permitting, Construction Administration, and Construction Observation services needed for the project. Attachment 1, "Mandatory State Revolving Fund Terms and Conditions" shall apply to funds that utilize NY Water Infrastructure Improvement Act grant or State Revolving Fund loans.

OWNER:

Town of Pound Ridge _____

179 Westchester Avenue _____

Pound Ridge New York 10576
City State Zip

BY: _____

Print Name: Kevin Hansan Title: Supervisor

ENGINEER:

Laberge Group _____

4 Computer Drive, West _____

Albany New York 12205
City State Zip

BY: _____

Richard F. Laberge, P.E., President



Mandatory State Revolving Fund Terms and Conditions

**For Contracts Funded with the NYS Clean Water State Revolving Fund
or Drinking Water State Revolving Fund**

Identify Contract Type prior to Advertisement for Bid:

- Construction**
 - Treatment Works and Drinking Water Projects**
 - Non-Treatment Works**

 - Non-Construction**
-

Effective October 1, 2023

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924
www.efc.ny.gov

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INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Treatment Works is defined in Clean Water Act (CWA) Section 212. This does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all CWSRF projects and for DWSRF projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Minority- and Women- Owned Business Enterprises (“MWBE”) participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

Contracts Meeting Article 15-A Thresholds means Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- a) Non-Construction Provider Contracts greater than \$25,000;
- b) Non-Construction Provider Contracts that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- c) Construction Contracts greater than \$100,000; and,
- d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State Contracts meeting Article 15-A thresholds.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 (“Title VI”) for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A (“Title VII”) for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 (“Federal Affirmative Action Regulations”) for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 (“Section 504”) for any program or activity receiving federal financial assistance, as those terms are defined therein.
6. The Age Discrimination Act of 1975 (“Age Discrimination Act”) for any program or activity receiving federal financial assistance, as those terms are defined therein.

7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.
- C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(E) of this section, or enforcement proceedings as allowed by the Contract.
- D. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

II. Equal Employment Opportunities (EEO)

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- E. The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.
- F. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- G. **For construction contracts in excess of \$10,000**, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- H. Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at <https://www.eeoc.gov/employers/eo-1-survey/eo-1-instruction-booklet> , if Contractor or Subcontractor:
1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
 2. Has 50 or more employees;
 3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
 4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. **New York State certified MWBE participation goals for this contract are 20%**. For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
 - a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
 - b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
 - c. NYS Intermunicipal Grants that are also receiving EFC financing.
2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at <https://ny.newnycontracts.com>.
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
 - a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a Supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a Broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
 - b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or Suppliers in the performance of the Contract.

5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE Contractor Compliance Report immediately following the change. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Request for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the MBO documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the MBO, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

1. The Contractor agrees to submit a report to the MBO by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

1. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.
2. Liquidated damages shall be calculated as an amount not to exceed the difference between:
 - a. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
 - b. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.
3. The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.
4. In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

The requirements of this section apply to all Construction Contracts and Subcontracts

- A. New York State Veterans' Service Law Article 3, and 9 NYCRR Part 252, and/or any other related regulations promulgated thereto, provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. New York State recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or Suppliers, as protégés, or in other partnering or supporting roles.

- B. Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp> .
- C. Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as [Attachment 2](#) acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all Construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of \$2,000:

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm> . Wage determinations may be obtained from the US Department of Labor’s website, <https://beta.sam.gov/> .

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - 1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - 2. The classification is utilized in the area by the construction industry; and,
 - 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall

maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job

site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by

reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of \$100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen,

working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government Contracts or federally assisted Construction Contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 7 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of \$100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as [Attachment 3](#), consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Additional signage is required for projects receiving financing from the federal Bipartisan Infrastructure Law (BIL).

If Contractor is expected to provide an EFC Construction Sign, a specification will be included in the enclosed contract documents.

ATTACHMENTS (Required Forms)

Attachment 1 – EFC MWBE Utilization Plan



Environmental Facilities Corporation

NYS Environmental Facilities Corporation Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in [ESD's MWBE Directory](#). A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9 and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the [Mandatory Terms and Conditions](#) or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		County:	
Project No.:	GIGP No.:	Contract ID:	Registration No. (NYC only):
Minority Business Officer:		Email:	Phone #:
Address of MBO:			
Electronic Signature of MBO: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION			
Firm Name:		Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: If certified, please include Prime information in Section 3. If dual certified, you must select either MBE <u>or</u> WBE.			
Address:		Phone #:	Fed. Employer ID #:
Description of Work:		Email:	
Award Date:	Start Date:	Completion Date:	
		MWBE GOAL Total	PROPOSED MWBE Participation
Total Contract Amount: \$ MWBE Eligible Contract Amount: \$ (MWBE Goals are applied to this amount and includes all change orders, amendments, & specialty waivers)		Total: % \$	Total: % \$

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: MWBE SUBCONTRACTOR INFORMATION			
This Submittal is:	<input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:		
NYS Certified M/WBE Subcontractor Info		Contract Amount:	For EFC Use:
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
SIGNATURE			
Electronic Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function.			Date:
Name (Please Type):			

Attachment 2 – AIS Contractor’s Certification



Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: _____

Contractor's Name: _____

Contract ID: _____

SRF Project No.: _____

SRF Recipient Name: _____

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

Attachment 3 – Lobbying Certification



Environmental Facilities Corporation

**New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34**

SRF Project No.: _____
Recipient: _____
Project Description: _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
Name: _____
Title: _____
Company Name: _____
Date: _____
Contract ID: _____