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**Stormwater Management Program 2023**

Annual Report for March 10, 2022 through March 09, 2023

**TOWN OF PAWLING**

160 Charles Colman Boulevard

Pawling

Dutchess County, New York

MS4 SPDES PERMIT NUMBER NYR20A472



SPDES General Permit Stormwater Discharges from Small MS4's Permit No. GP 0-15-003  
Town of Pawling Stormwater Management Program Annual (SWMP) Report

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SPDES General Permit Stormwater Discharges from Small MS4's Permit No. GP 0-15-003  
Town of Pawling Stormwater Management Program Annual Report

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1. MS4 ANNUAL REPORT COVER PAGE  
TOWN OF PAWLING  
MAY 2023

MCC form for period ending March 9,	2	0	2	3
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SPDES ID							
N	Y	R	2	0	A	4	7 2

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

Name of MS4

[illegible]

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

Name of Single Entity

[illegible]

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

Name of Coalition

[illegible]

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# MS4 Annual Report Cover Page

MCC form for period ending March 9, 2023

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

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N Y R 2 0 A

## MCC form for period ending March 9, 2023

Town of Pawling	
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[illegible]



SPDES General Permit Stormwater Discharges from Small MS4's Permit No. GP 0-15-003  
Town of Pawling Stormwater Management Program Annual Report

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2. MS4 MUNICIPAL COMPLIANCE CERTIFICATION (MCC FORM)  
TOWN OF PAWLING  
MAY 2023

**MS4 Municipal Compliance Certification(MCC) Form**MCC form for period ending March 9, 

2	0	2	3
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Name of MS4 

T	O	W	N	O	F	P	A	W	L	I	N	G
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SPDES ID

N	Y	R	2	0	A	4	7	2
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**Section 2 - Contact Information**

Important Instructions - Please Read

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

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

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

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

For each contact, select all that apply:

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

First Name

J	a	m	e	s										
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MI

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Last Name

S	c	h	m	i	t	t								
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Title

S	u	p	e	r	v	i	s	o	r																			
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Address

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City

P	a	w	l	i	n	g																																
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State

N	Y
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Zip

1	2	5	6	4	-	3	1	2	1
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eMail

j	s	c	h	m	i	t	t	@	p	a	w	l	i	n	g	.	o	r	g																					
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Phone

(	8	4	5	)	8	5	5	-	4	4	6	4
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County

D	u	t	c	h	e	s	s																															
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**MS4 Municipal Compliance Certification(MCC) Form**

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

Name of MS4 TOWN OF PAWLING

SPDES ID

N Y R 2 0 A 4 7 2

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- ☐ Duly Authorized Representative
- ☐ Local Stormwater Public Contact
- ☐ Stormwater Management Program (SWMP) Coordinator
- ☐ Report Preparer

First Name

J a m e s

MI

Last Name

M c C a r t h y

Title

D e p u t y S u p e r v i s o r

Address

1 6 0 C h a r l e s C o l m a n B l v d

City

P a w l i n g

State

N Y

Zip

1 2 5 6 4 - 3 1 2 1

eMail

j m c c a r t h y @ p a w l i n g . o r g

Phone

( 8 4 5 ) 8 5 5 - 4 4 6 4

County

D u t c h e s s

**MS4 Municipal Compliance Certification(MCC) Form**

MCC form for period ending March 9, 2023

SPDES ID

Name of MS4

TOWN OF PAWLING

N Y R 2 0 A 4 7 2

**Section 2 - Contact Information**

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☐ Duly Authorized Representative  
☐ Local Stormwater Public Contact  
☐ Stormwater Management Program (SWMP) Coordinator  
☒ Report Preparer

First Name

J o A n n e

MI

Last Name

D a l e y

Title

M S 4 C o o r d i n a t o r

Address

1 6 0 C h a r l e s C o l m a n B l v d

City

P a w l i n g

State

NY

Zip

1 2 5 6 4 - 3 1 2 1

eMail

j d a l e y @ p a w l i n g . o r g

Phone

( 8 4 5 ) 8 5 5 - 0 9 5 9

County

D u t c h e s s



**MS4 Municipal Compliance Certification(MCC) Form**

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

Name of MS4 TOWN OF PAWLING

SPDES ID

N Y R 2 0 A 4 7 2

**Section 2 - Contact Information**

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1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
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- ☐ Principal Executive Officer/Chief Elected Official
- ☒ Duly Authorized Representative
- ☐ Local Stormwater Public Contact
- ☐ Stormwater Management Program (SWMP) Coordinator
- ☐ Report Preparer

First Name

T o m

MI

Last Name

B a s i l e

Title

S t o r m w a t e r M a n a g e r o f f i c e r

Address

1 6 0 C h a r l e s C o l m a n B l v d

City

P a w l i n g

State

N Y

Zip

1 2 5 6 4 - 3 1 2 1

eMail

b u i l d i n g i n s p e c t o r @ p a w l i n g . o r g

Phone

( 8 4 5 ) 8 5 5 - 3 2 4 4

County

D u t c h e s s

**MS4 Municipal Compliance Certification (MCC) Form**

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

Name of MS4 TOWN OF PAWLING

SPDES ID

N Y R 2 0 A

**Section 3 - Partner Information**

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

☒ Yes ☐ No

If Yes, complete information below.

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

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

D u t c h e s s C o u n t y C o o r d i n a t i o n

Partner/Coalition Name (con't.)

C o m m i t t e e

SPDES Partner ID - If applicable

N Y R 2 0

Address

2 7 1 5 R o u t e 4 4

City

M i l l b r o o k

State

N Y

Zip

1 2 5 2 5 - 5 5 6 4

eMail

e r i n s o m m e r v i l l e n y @ e d . n e t

Phone

( 8 4 5 ) 6 7 7 - 8 0 1 1

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

☒ Yes ☐ No

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

☒ MM1 M u l t i - T a s k / B r o c h u r e s / B i l l b o a r d

☒ MM2 M u l t i - T a s k

☒ MM3 M u l t i - T a s k

☒ MM4 M u l t i - T a s k

☐ MM5

☒ MM6 M u l t i - T a s k S t a f f T r a i n i n g

Additional tasks/responsibilities

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

East of Hudson New York City Watershed

## MS4 Municipal Compliance Certification (MCC) Form

**MCC form for period ending March 9,**

Name of MS4

TOWN OF PAWLING

SPDES ID

N	Y	R	2	0	A			
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### **Section 3 - Partner Information**

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

☐ Yes      ☐ No

If Yes, complete information below.

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

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

[illegible]

Partner/Coalition Name(con't.)

[illegible]

SPDES Partner ID - If applicable

N	Y	R	2	0	A	4	7	2
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Address

[illegible]

City

P	a	t	t	e	r	s	o	n								N	Y	1	2	5	6	4	-	3	1	2	1
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State

N	Y
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Zip

1	2	5	6	4	-	3	1	2	1
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eMail

[illegible]

Phone

$$\begin{pmatrix} 8 & 4 & 5 \end{pmatrix} \begin{pmatrix} 3 & 1 & 9 \end{pmatrix} - \begin{pmatrix} 6 & 3 & 4 & 9 \end{pmatrix}$$

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

☐ Yes    ☐ No

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

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

### Additional tasks/responsibilities

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

## East of Hudson New York City Watershed



**MS4 Municipal Compliance Certification(MCC) Form**

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

Name of MS4 TOWN OF PAWLING

SPDES ID

N Y R 2 0 A 4 7 2

**Section 4 - Certification Statement**

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

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

First Name

J a m e s

MI

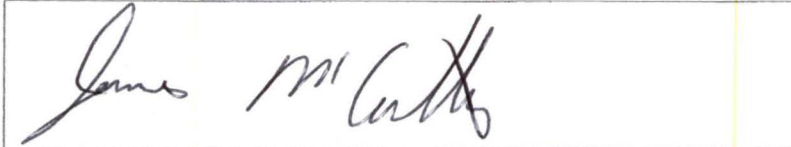
Last Name

M c C a r t h y

Title (Clearly print title of individual signing report)

D e p u t y S u p e r v i s o r

Signature



Date

0 5 / 1 1 / 2 0 2 3

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

**Submit Form**

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

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



SPDES General Permit Stormwater Discharges from Small MS4's Permit No. GP 0-15-003  
Town of Pawling Stormwater Management Program Annual Report

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3. WATER QUALITY TRENDS  
TOWN OF PAWLING  
MAY 2023

## MS4 Annual Report Form

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

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

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

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## Water Quality Trends

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

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

How many MS4s are contributed to this report?

--	--	--

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

☐ Yes    ☒ No

If Yes, choose one of the following

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

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

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

# MS4 Annual Report Form

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

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

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

N	Y	R	2	0	A	4	7	2
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### **Minimum Control Measure 1. Public Education and Outreach**

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

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

How many MS4s contributed to this report?

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## 1. Targeted Public Education and Outreach Best Management Practices

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

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

[illegible]

Other

**2. Specific audiences targeted during this reporting period:**

- ☒ Public Employees
  - ☒ Residential
  - ☒ Businesses
  - ☐ Restaurants
  - ☒ Other:
- ☒ Contractors
  - ☒ Developers
  - ☒ General Public
  - ☐ Industries
  - ☒ Agricultural

[illegible]

Other

SPDES General Permit Stormwater Discharges from Small MS4's Permit No. GP 0-15-003  
Town of Pawling Stormwater Management Program Annual Report

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4. MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ANNUAL REPORT FORM  
TOWN OF PAWLING  
MAY 2023



**MS4 Annual Report Form**

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

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

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

N	Y	R	2	0	A	4	7	2
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**3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply:**

☒ Construction Site Operators Trained

# Trained 

			3	7
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☐ Direct Mailings

# Mailings 

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☒ Kiosks or Other Displays

# Locations 

				5
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☒ List-Serves

# In List 

			6	9
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☐ Mailing List

# In List 

--	--	--	--	--

☒ Newspaper Ads or Articles

# Days Run 

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

☒ Public Events/Presentations

# Attendees 

		8	8	2
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☒ School Program

# Attendees 

			1	3
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☐ TV Spot/Program

# Days Run 

--	--	--	--	--

☒ Printed Materials:

Total # Distributed 

		9	5	0
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Locations (e.g. libraries, town offices, kiosks)

T	o	w	n		H	a	l	l													
D	C				S	o	i	l	/	W	a	t	e	r		D	i	s	t	.	
D	u	t	c	h	e	s	s			C	o	u	n	t	y		F	a	i	r	

☒ Other:

F	a	c	e	b	o	o	k		C	a	m	p	a	i	g	n					
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**MS4 Annual Report Form**

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

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

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

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

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**MS4 Annual Report Form**

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

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

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

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**4. Evaluating Progress Toward Measurable Goals MCM 1**

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

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

Educate contractors in construction site erosion and sediment control practices through training sessions. Educate the general public, developers and contractor through public events and the distribution of educational brochures. Educated public employees through conferences, DVD's & other training events. A student and senior citizens art billboard campaign and PSA contest was sponsored by the DCMS4 committee.

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

Attendance at presentation, training sessions & quantity of brochures distributed is generally consistent with previous reporting periods.

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

		2	7
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(ex.: samples/participants/events)

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

Stormwater pollution prevention and IDDE training CD's are being circulated to MS4 committee DPW's. A student and senior citizen art billboard campaign and PSA contest will continue to be implemented and sponsored by the committee. Continued training for contractors and municipal personnel.







## MS4 Annual Report Form

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

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

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

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### 2. URL(s) con't.:

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

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# MS4 Annual Report Form

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

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

Name of MS4/Coalition	TOWN OF PAWLING
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SPDES ID

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**2. URL(s) con't.:**

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

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## MS4 Annual Report Form

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

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

Name of MS4/Coalition TOWN OF PAWLING

SPDES ID

NYR20A472

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

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

☒ MS4/Coalition Office

☒ Annual Report

☒ SWMP Plan

☐ Comments

Department

Planning Environmental Department

Address

154 Charles Colman Blvd

City

Pawling

NY

Zip

-

Phone

(845) 855-0959

☐ Library

☒ Annual Report

☐ SWMP Plan

☐ Comments

Address

City

Zip

-

Phone

( ) -

☒ Other

☒ Annual Report

☐ SWMP Plan

☐ Comments

Address

160 Charles Colman Blvd

City

Pawling

NY

Zip

-

Phone

(845) 855-5040

☒ Web Page URL:

☒ Annual Report

☐ SWMP Plan

☐ Comments

http://www.pawling.org/governmen

t/stormwater-ms4.html

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

☒ eMail

☐ Comments

jdaley@pawling.org

jschmitt@pawling.org

## MS4 Annual Report Form

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

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

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

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

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

0	5	/	1	2	/	2	0	2	3
---	---	---	---	---	---	---	---	---	---

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

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

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

**5.a. Was an Annual Report public meeting held in this reporting period?**

☒ Yes ☐ No

If Yes, what was the date of the meeting?

0	5	/	1	1	/	2	0	2	2
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If No, is one planned?

☐ Yes ☐ No

**5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period?**

☐ Yes ☒ No

If No, is one planned for each?

☐ Yes ☒ No

**6. Were comments received during this reporting period?**

☐ Yes ☒ No

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



## MS4 Annual Report Form

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

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

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

N	Y	R	2	0	A	4	7	2
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### 7. Evaluating Progress Toward Measurable Goals MCM 2

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

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

Strengthen partnerships with watershed groups through the MS4 coordination committee.  
Continue to provide public education materials & documentation to the residence.

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

Attendance in different locations throughout the Town was very good for road side clean up events. Attendance at presentation/training sessions and quantity of educational brochures distributed in addition to public events were consistence with previous reporting periods.

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

		1	2
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(ex.: samples/participants/events)

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Expand partnership and activities through DCMS4 Coordination Committee outreach with local watershed groups and committees. Continue clean up events within the Town.  
Ongoing distribution of public education materials & documentation to the Town residents and businesses.

**MS4 Annual Report Form**

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

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

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

N	Y	R	2	0	A	4	7	2
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**Minimum Control Measure 3. Illicit Discharge Detection and Elimination**

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

☒ On behalf of an individual MS4

☐ On behalf of a coalition

How many MS4s contributed to this report? 

--	--	--

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

			8	0
--	--	--	---	---

 # 

1	0	0
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 %

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

--	--	--

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

☐ Auto Recyclers

☒ Building Maintenance

☐ Churches

☒ Commercial Carwashes

☐ Commercial Laundry/Dry Cleaners

☐ Construction Vehicle Washouts

☐ Cross-Connections

☐ Distribution Centers

☐ Food Processing Facilities

☐ Garbage Truck Washouts

☐ Hospitals

☐ Improper RV Waste Disposal

☐ Industrial Process Water

☒ Other:

☒ Landscaping (Irrigation)

☐ Marinas

☐ Metal Plateing Operations

☐ Outdoor Fluid Storage

☐ Parking Lot Maintenance

☐ Printing

☐ Residential Carwashing

☐ Restaurants

☐ Schools and Universities

☒ Septic Maintenance

☒ Swimming Pools

☐ Vehicle Fueling

☒ Vehicle Maint./Repair Shops

☐ None

R	e	s	i	d	e	n	t	i	a	l	/	C	o	m	m	e	r	i	c	a	l	P	r	o	p	e	r	t	y	s
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☒ Sewersheds:

E	a	s	t		o	f		H	u	d	s	o	n		N	Y	C		W	a	t	e	r	s	h	e	d			
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# MS4 Annual Report Form

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

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

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

N	Y	R	2	0	A	4	7	2
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**3.b. What types of illicit discharges have been found during this reporting period?**

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

[illegible]

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

		2
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**5. How many illicit discharges have been confirmed during this reporting period?**

		2
--	--	---

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

		2
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**7. Has the storm sewershed mapping been completed in this reporting period?**

☒ Yes      ☐ No

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

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

**8. Is the above information available in GIS?**

☒ Yes      ☐ No

**Is this information available on the web?**

☐ Yes    ☒ No

If Yes, provide URL(s):

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

URL

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URL

[illegible][illegible][illegible]



## MS4 Annual Report Form

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

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

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID           

N	Y	R	2	0	A	4	7	2
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**8. URL(s) con't.:**

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[illegible]

9. Has an IDDE law been adopted for each traditional MS4 and/or have IDDE procedures been approved for all non-traditional MS4s contributing to this report? ☒ Yes ☐ No

10. If Yes, has every traditional MS4 contributing to this report certified that this law is equivalent to the NYS Model IDDE Law? ☒ Yes ☐ No ☐ NT

- 11. What percent of staff in relevant positions and departments has received IDDE training?**

1	0	0	%
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## MS4 Annual Report Form

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

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

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

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### 12. Evaluating Progress Toward Measurable Goals MCM 3

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

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

1. Conduct dry weather outfall inspections.
2. Enforcement of the IDDE ordinance, where applicable and maintain records of IDDE tracking sheets.
3. Enforcement to implement SSDS's subsurface disposal pump out and inspections in the EOHNYC Watershed.

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

The effectiveness has been measure by IDDE training for Highway crew, Code Enforcement Officer, and Storm Manager Officer to identify potential illicit discharges during routine inspection and road maintenance. There was two suspected illicit discharges detected and reported to the MS4 this reporting period. Correspondence and review from outside regulatory agencies were requested and provided for resolutions.

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

		1	2
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(ex.: samples/participants/events)

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

1. Continue to identify and eliminate illicit discharges to the MS4.
2. Dry weather inspections of outfalls.
3. Continue to monitor residential SSDS pump out and inspection in the NYCEOH watershed.
4. Provide educational material specific to illicit discharges to Town residents.

## MS4 Annual Report Form

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

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

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

N	Y	R	2	0	A	4	7	2
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### Minimum Control Measures 4 and 5. Construction Site and Post-Construction Control

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

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

How many MS4s contributed to this report?

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

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

☐ 09/2004 ☒ 03/2006 ☐ NT

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

	1	1
--	---	---
4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs? ☒ Yes ☐ No ☐ NT
- If Yes, how many public comments were received during this reporting period? 

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

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

<input checked="" type="radio"/> Notices of Violation	#	<table border="1"><tr><td></td><td></td><td></td><td>1</td><td>9</td></tr></table>				1	9	<input type="radio"/> No Authority
			1	9				
<input checked="" type="radio"/> Stop Work Orders	#	<table border="1"><tr><td></td><td></td><td></td><td>1</td><td>2</td></tr></table>				1	2	<input type="radio"/> No Authority
			1	2				
<input type="radio"/> Criminal Actions	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						<input checked="" type="radio"/> No Authority
<input type="radio"/> Termination of Contracts	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						<input checked="" type="radio"/> No Authority
<input type="radio"/> Administrative Fines	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						<input checked="" type="radio"/> No Authority
<input type="radio"/> Civil Penalties	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						<input checked="" type="radio"/> No Authority
<input type="radio"/> Administrative Orders	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						<input checked="" type="radio"/> No Authority
<input type="radio"/> Enforcement Actions or Sanctions	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						
<input type="radio"/> Other	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						<input checked="" type="radio"/> No Authority



**MS4 Annual Report Form**

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

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

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

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**Minimum Control Measure 4. Construction Site Stormwater Runoff Control**

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

☒ On behalf of an individual MS4

☐ On behalf of a coalition

How many MS4s contributed to this report? 

--	--	--

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

		1
--	--	---

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

		1
--	--	---

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

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

 %

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

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

 %

5. Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual? ☒ Yes ☐ No ☐ NT

6. Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval? ☒ Yes ☐ No ☐ NT

If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review? ☒ Yes ☐ No

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



## MS4 Annual Report Form

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

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

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

N Y R 2 0 A 4 7 2

### 6. con't.:

Submit additional pages as needed.

#### ● MS4/Coalition Office

Department

P l a n n i n g D e p a r t m e n t

Address

1 5 4 C h a r l e s C o l m a n B l v d

City

P a w l i n g

N Y

Zip

1 2 5 6 4 - 3 1 2 1

Phone

( 8 4 5 ) 8 5 5 - 0 9 5 9

#### ○ Library

Address

City

Zip

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Phone

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#### ○ Other

Address

o

City

Zip

1 2 5 6 4 - 3 1 2 1

Phone

( ) -

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

URL

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t - c e n t e r / p l a n n i n g - b o a r d / m e e t i n g  
m i n u t e s - 1 / 2 0 2 3 p l a n n i n g b o a r d - m i n

URL

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## MS4 Annual Report Form

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

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

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

N	Y	R	2	0	A	4	7	2
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### 7. Evaluating Progress Toward Measurable Goals MCM 4

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

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

1. Training for Storm Manager Officers
2. Contractors training sessions conducted by DCSWCD and NYSDEC website.
3. The Town performs routine stormwater construction compliance inspections and enforcement.
4. Town staff training on General Construction permit requirements.
5. Detailed review of SWPPP's in accordance with GP-0-20-001.

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

The effectiveness has been evaluated by Town Staff Consultants increased awareness during the application reviews on Better Site Design/Low Impact Development and Green Infrastructure. As a result of contractor training and increase stormwater inspection, it has been observed that contractors site have improved their stormwater soil erosion controls and BMP's.

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

		1	2
--	--	---	---

(ex.: samples/participants/events)

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

1. Continue SWPPP's review and construction compliance performance in accordance with GP-0-15-003.
2. Continue to provide contractors training sessions by Town Staff, DCSWCD and NYSDEC.
3. SMO/Contractors training are to be conducted by CPSEC, CPMSM.

## MS4 Annual Report Form

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

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

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

N Y R 2 0 A 4 7 2

### Minimum Control Measure 5. Post-Construction Stormwater Management

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

☒ On behalf of an individual MS4

☐ On behalf of a coalition

How many MS4s contributed to this report?

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

	# Inventoried	# Inspections	# Times Maintained
<input type="radio"/> Alternative Practices			
<input type="radio"/> Filter Systems			
<input checked="" type="radio"/> Infiltration Basins	1	1	1
<input checked="" type="radio"/> Open Channels	1	1	1
<input checked="" type="radio"/> Ponds	2	2	2
<input type="radio"/> Wetlands			
<input type="radio"/> Other			

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

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

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

☒ Other:

P l a n n i n g   B o a r d   W o r k   S e s s i o n s



**MS4 Annual Report Form**

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

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

N	Y	R	2	0	A	4	7	2
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4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?

☒ Yes ☐ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

		0
--	--	---

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

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

 %



**MS4 Annual Report Form**

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

2	0	2	3
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Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

N	Y	R	2	0	A	4	7	2
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**6. Evaluating Progress Toward Measurable Goals MCM 5**

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

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

1. Implementation of the Retrofit Plan with East of Hudson Watershed Corporation on phosphorus reduction, as per the EOHNYC permit requirements.
2. SWPPP's post construction permanent stormwater, management facilities and development of maintenance easement agreement are reviewed, approved and filed with the Town/County.
3. A detailed review of the SWPPP's are conducted by SMO and Consultants.

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

1. A stormwater inspection and maintenance agreement for permanent post construction stormwater management facilities has been developed, implemented. and then filed with the County/Town.
2. As part of the East of Hudson Watershed Corporation the Retrofit Plan for phosphorous reduction is continually developed to comply with the EOH permit requirements.
3. The number of SWPPP's compliance inspection is tracked and documented.

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

		1	2
--	--	---	---

(ex.: samples/participants/events)

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

1. Continue to implement the Retrofit Plan in accordance with the EOHNYCW and NYSDEC permit requirements.
2. Continue review of the SWPPP's that are conducted by the SMO and Town consultants.

**MS4 Annual Report Form**

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

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

N	Y	R	2	0	A	4	7	2
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**Minimum Control Measure 6. Stormwater Management for Municipal Operations**

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

☒ On behalf of an individual MS4

☐ On behalf of a coalition

How many MS4s contributed to this report? 

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

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

## MS4 Annual Report Form

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

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

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

N	Y	R	2	0	A	4	7	2
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### 2. Provide the following information about municipal operations good housekeeping programs:

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

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

8	6	.	9	0
---	---	---	---	---
- Catch Basins Inspected and Cleaned Where Necessary # 

		3	4	3
--	--	---	---	---
- Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary # 

				5
--	--	--	--	---
- Phosphorus Applied In Chemical Fertilizer # Lbs. 

5	.	1	3	
---	---	---	---	--
- Nitrogen Applied In Chemical Fertilizer # Lbs. 

1	7	6	.	1	6
---	---	---	---	---	---
- Pesticide/Herbicide Applied # Acres 

		3	2	.	5
--	--	---	---	---	---

  
(Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.)

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

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

### 4. What was the date of the last training?

0	6	/	1	6	/	2	0	2	2
---	---	---	---	---	---	---	---	---	---

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

	1	1
--	---	---

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

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



## MS4 Annual Report Form

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

2	0	2	3
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Name of MS4/Coalition 

TOWN OF PAWLING
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SPDES ID

N	Y	R	2	0	A	4	7	2
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### 7. Evaluating Progress Toward Measurable Goals MCM 6

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

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

1. Continued inspections and maintenance of the conveyance systems within the MS4.
2. Continue to identify practices and procedures in the Turf Management Plan.
3. Identify good housekeeping, facility or operations in need of modification, improvements and/or repairs.
4. Municipal Operation/Good Housekeeping training session to municipal employee to be provided.

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

The effectiveness has been measured by annual inspections, maintenance of conveyance systems, drainage easements, stormwater management facilities and cleaning of catch basins improving the water quality and drainage conditions.

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

			4
--	--	--	---

(ex.: samples/participants/events)

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

1. Continue to maintain a tracking method of the Town Turf Management Plan practices and procedures, in addition to street sweeping, dry weather inspections, conveyance system inspections and maintenance of catch basins cleaning program within the MS4.
3. Provide Municipal Operation/Good Housekeeping for municipal operation training session to Highway Department staff and municipal employees.



**MS4 Annual Report Form**

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

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Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

N	Y	R	2	0	A	4	7	2
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**Additional Watershed Improvement Strategy Best Management Practices**

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

☒ On behalf of an individual MS4

☐ On behalf of a coalition

How many MS4s contributed to this report? 

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

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

If N/A, go to question 3.

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

--	--	--

 %

Estimate what percentage was mapped in this reporting period.

--	--	--

 %

## MS4 Annual Report Form

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

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

Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

N	Y	R	2	0	A	4	7	2
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3. Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program? ☒ Yes ☐ No ☐ N/A

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

	2	0
--	---	---

 %

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

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

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

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

	2	5
--	---	---

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

	2	5
--	---	---

 %

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

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

 %

☐ No Projects Planned

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

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

## MS4 Annual Report Form

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

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Name of MS4/Coalition

TOWN OF PAWLING

SPDES ID

N	Y	R	2	0	A	4	7	2
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9. Has your MS4/Coalition developed and implemented a program of native planting?

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A





**NEW YORK STATE  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF WATER**



<b>New York State Department of Environmental Conservation</b> <b>Construction Site Inspection Report for SPDES MS4 General Permit GP-0-24-001</b>			
Project Name:		Date:	
Project Location:		Weather:	
Permit # (if any): <b>NYR</b>	Contacted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Entry Time:	Exit Time:
Name of SPDES Permittee:		Inspection Type:	<input type="checkbox"/> NOT <input type="checkbox"/> Complaint
Phone Number(s):			<input type="checkbox"/> Compliance <input type="checkbox"/> Referral
On-site Representative(s) and Company(s):		MS4 Operator Name:	
		MS4 Permit ID: NYR20A	

**SPDES Authority**

**Yes No N/A**

1. ☐ ☐ ☐ Does the project have permit coverage?
2. ☐ ☐ ☐ Is a copy of the NOI and Acknowledgment Letter available on site and accessible for viewing?
3. ☐ ☐ ☐ Is a copy of the MS4 SWPPP Acceptance Form available on site and accessible for viewing?
4. ☐ ☐ ☐ Is an up-to-date copy of the signed SWPPP retained at the construction site?
5. ☐ ☐ ☐ Is a copy of the SPDES General Permit retained at the construction site?
6. ☐ ☐ ☐ Does the NOI accurately report the number of acres to be disturbed?

**Citation**

GP-0-20-001: I.A & II. B  
 GP-0-20-001: II.D.2  
 GP-0-20-001: II.D.2  
 GP-0-20-001: II.D.2. & III.A.4  
 GP-0-20-001: II.D.2  
 GP-0-20-001: II.B.4

**SWPPP Content**

**Yes No N/A**

7. ☐ ☐ ☐ Does the SWPPP describe and identify the erosion and sediment control measures to be employed?
8. ☐ ☐ ☐ Does the SWPPP provide an inspection schedule and maintenance requirements for the E&SC measures?
9. ☐ ☐ ☐ Does the SWPPP describe and identify the stormwater management practices to be employed?
10. ☐ ☐ ☐ Does the SWPPP identify the contractor(s) and subcontractor(s) responsible for each measure?
11. ☐ ☐ ☐ Does the SWPPP identify at least one trained individual from each contractor(s) and subcontractor(s) companies?
12. ☐ ☐ ☐ Does the SWPPP include all the necessary Contractor Certification Statements and signatures?
13. ☐ ☐ ☐ Is the SWPPP signed by the permittee?
14. ☐ ☐ ☐ Is the SWPPP prepared by a qualified professional (if post-construction stormwater management required)?
15. ☐ ☐ ☐ Do the SMPs conform to the Enhanced Phosphorus Removal Standards (projects in TMDL watersheds)?

**Citation**

GP-0-20-001: III.B.1.e  
 GP-0-20-001: III.B.1.i  
 GP-0-20-001: III.B.2  
 GP-0-20-001: III.A.6  
 GP-0-20-001: III.A.6  
 GP-0-20-001: VII.H.2  
 GP-0-20-001: III.A.3  
 GP-0-20-001: III.B.3

**Recordkeeping**

**Yes No N/A**

16. ☐ ☐ ☐ Are self-inspections performed as required by the permit (weekly, or twice weekly for >5 acres disturbed)?
17. ☐ ☐ ☐ Are the self-inspections performed and signed by a qualified inspector and retained on site?
18. ☐ ☐ ☐ Do the qualified inspector's reports include the minimum reporting requirements?
19. ☐ ☐ ☐ Do inspection reports identify corrective measures that have not been implemented or are recurring?

**Citation**

GP-0-20-001: IV.C.2.a. & b  
 GP-0-20-001: II.C.2., IV.C.6 & VII.H.3  
 GP-0-20-001: IV.C.4  
 GP-0-20-001: IV.C.5



**NEW YORK STATE  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF WATER**



**Visual Observations**

Yes No N/A				Citation	
20.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are all erosion and sediment control measures installed properly?	GP-0-20-001: VII.L
21.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are all erosion and sediment control measures being maintained properly?	GP-0-20-001: IV.A.1
22.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Was written authorization issued for any disturbance greater than 5 acres?	GP-0-20-001: II.D.3
23.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Have stabilization measures been implemented in inactive areas per Permit (>5acres) or ESC Standard?	GP-0-20-001: II.D.3.b & III.B.1.f
24.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are post-construction stormwater management practices constructed/installed correctly?	GP-0-20-001: III.B.2
25.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has final site stabilization been achieved and temporary E&SC measures removed prior to NOT submittal?	GP-0-20-001: V.A.2
26.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Was there a discharge from the site on the day of inspection?	
27.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is there evidence that a discharge caused or contributed to a violation of water quality standards?	ECL 17-0501, 6 NYCRR 703.2 & GP-0-20-001: I.D

**Water Quality Observations**

Describe the discharge(s): location, source(s), impact on receiving water(s), etc.

Describe the quality of the receiving water(s) both upstream and downstream of the discharge:

Describe any other water quality standards or permit violations:



**NEW YORK STATE  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF WATER**



Additional Comments:

☐ Photographs attached

Overall Inspection Rating: <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory	
Name/Agency of Lead Inspector:	Signature of Lead Inspector:
Names/Agencies of Other Inspectors:	





**Department of  
Environmental  
Conservation**

**NO EXPOSURE CERTIFICATION**

**For High Priority Municipal Facilities  
in SPDES MS4 General Permit, GP-0-24-001**

The completed No Exposure Certification must be documented in the SWMP Plan.  
*Please do not submit this form to the Department unless requested.*

**I. Owner/Facility Information**

Owner/Operator Name:

Mailing Address:

City/State/Zip:

Contact Name:

Phone No.:

Facility Name:

Street Address:

City/State/Zip:

County:

Latitude:

Longitude:

**II. Exposure Checklist**

Are any of the following materials or activities exposed to precipitation, now or in the foreseeable future? (Please check either "Yes" or "No" in the appropriate box.) If you answer "Yes" to any of these questions (1) through (11), you are not eligible for no exposure.

YES

NO

1 Using, storing or cleaning machinery or equipment, and areas where residuals from using, storing or cleaning machinery or equipment remain and are exposed to stormwater

2 Materials or residuals on the ground or in stormwater inlets from spills/leaks

4 Material handling equipment (except adequately maintained vehicles)

5 Materials or products during loading/unloading or transporting activities

6 Materials or products stored outdoors (except final products intended for outside use [e.g., new cars] where exposure to stormwater does not result in the discharge of pollutants)

7 Materials contained in open, deteriorated or leaking storage drums, barrels, tanks, and similar containers

8 Materials or products handled/stored on roads or railways owned or maintained by the discharger

9 Waste material (except waste in covered, non-leaking containers [e.g., dumpster])

**III. Certification**

I certify under penalty of law that I have read and understand the eligibility requirements for claiming a condition of "no exposure" and obtaining an exclusion from SPDES stormwater permitting. I certify under penalty of law that there are no discharges of storm water contaminated by exposure to industrial activities or materials from the industrial facility or site identified in this document (except as allowed under 40 CFR 122.26(g)(2)). I understand that I am obligated to submit a no exposure certification form upon request to the NPDES permitting authority or to the operator of the local municipal separate storm sewer system (MS4) into which the facility discharges (where applicable). I understand that I must allow the SPDES permitting authority, or MS4 Operator where the discharge is into the local MS4, to perform inspections to confirm the condition of no exposure and to make such inspection reports publicly available upon request.

Printed Name:

Title/Position:

Signature:

Date:



Department of  
Environmental  
Conservation

**Municipal Facility Assessment Form**  
**For SPDES MS4 General Permit,**  
**GP-0-24-001**

Assessments must be conducted by a person with the knowledge and skills to assess conditions and activities that could impact stormwater quality at the facility and evaluate the effectiveness of best management practices required by the SPDES MS4 General Permit (GP-0-24-001).

MS4 Permit ID:

MS4 Operator Name:

Facility Name:

Facility Type:

Date:

Weather Conditions:

Is stormwater runoff present during this assessment? ☐ Yes ☐ No

Comments:

<b><u>General</u></b>		<b>Yes</b>	<b>No</b>
1	Is this a high priority municipal facility?	<input type="checkbox"/>	<input type="checkbox"/>
2	If this is a high priority municipal facility, does the facility qualify for a No Exposure Certification?	<input type="checkbox"/>	<input type="checkbox"/>
3	If this is a high priority municipal facility, is there a completed SWPPP available?	<input type="checkbox"/>	<input type="checkbox"/>
4	Does the facility have any MS4 outfalls?	<input type="checkbox"/>	<input type="checkbox"/>
5	Does the facility have any interconnections?	<input type="checkbox"/>	<input type="checkbox"/>
6	Does the facility have any municipal facility intraconnections?	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
<b><u>Good Housekeeping</u></b>		<b>Yes</b>	<b>No</b>
7	Are paved surfaces free of trash, sediment, and/or debris?	<input type="checkbox"/>	<input type="checkbox"/>
8	Date the paved area was last swept or vacuumed.	<input type="checkbox"/>	<input type="checkbox"/>
9	Do outdoor waste receptacles have covers?	<input type="checkbox"/>	<input type="checkbox"/>
10	Are the waste receptacles emptied on a regular basis?	<input type="checkbox"/>	<input type="checkbox"/>
11	Are there signs of leaks, contaminants or overfilling at the waste receptacle area?	<input type="checkbox"/>	<input type="checkbox"/>
12	Are the following facility areas free of accumulated trash, sediment, debris, contaminants, and spills:	<input type="checkbox"/>	<input type="checkbox"/>
	- Salt storage areas	<input type="checkbox"/>	<input type="checkbox"/>
	- Container storage areas	<input type="checkbox"/>	<input type="checkbox"/>
	- Maintenance areas	<input type="checkbox"/>	<input type="checkbox"/>

	- Staging areas	<input type="checkbox"/>	<input type="checkbox"/>
	- Material stockpile areas	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

<u>Vehicle and Equipment Areas</u>		<input type="checkbox"/> <u>N/A</u>	Yes	No
13	Are vehicle/equipment parked indoors or under a roof?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Are vehicles/equipment washed in only designated areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	Are vehicles washed regularly to remove contamination and prevent them from polluting stormwater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	Is all wash water treated in an oil water separator prior to discharge?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	Is all wash water managed so it does not enter the MS4?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments

<u>Vehicle/Equipment Maintenance</u>		<input type="checkbox"/> <u>N/A</u>	Yes	No
18	Is equipment stored under shelter or elevated and covered?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19	Are fluids drained over a drip pan or pad?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20	Are funnels or pumps used when transferring fluids?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	Are waste rags and used absorbent pads disposed of properly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	Are any vehicles and/or equipment leaking fluids?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23	Are drip pans immediately placed under leaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24	Are materials, equipment, and activities located so that leaks are contained in existing containment and diversion systems (confine the storage of leaky or leak-prone vehicles and equipment awaiting maintenance to protected areas)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25	Are vehicles inspected daily for leaks?			

Comments:

<u>Fueling areas</u>		<input type="checkbox"/> <u>N/A</u>	Yes	No
26	Is fueling performed under a canopy or roof?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27	Are spill cleanup materials available at the fueling area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28	Are breakaway valves used on fueling hoses?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29	Is the fueling handle lock disconnected so the operator must attend the fueling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30	Is stormwater runoff from fueling area treated in an oil/water separator?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31	Is the fueling automatic stop inspected regularly to ensure it is working properly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32	Are all fuel deliveries monitored?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:



<b><u>Salt Storage Piles or Pile Containing Salt</u></b>		<input type="checkbox"/> <b><u>N/A</u></b>	<b>Yes</b>	<b>No</b>
33	Is salt stored in a salt storage building or under a roof?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34	Are controls in place to minimize spills while adding or removing material from the pile?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35	Are salt spills cleaned up promptly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36	Is overflow and tracked salt removed promptly from loading areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37	Is stormwater draining away from the salt pile directed to a vegetated filter area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
<b><u>Fluids Management</u></b>		<input type="checkbox"/> <b><u>N/A</u></b>	<b>Yes</b>	<b>No</b>
38	Are all drums and containers of fluids stored with proper cover and containment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39	Are fluids stored in appropriate containers and/or storage cabinets?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40	Are all fluids kept in original containers or labeled in a manner that describes the contents adequately?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41	Are Material Safety Data Sheets (MSDS/SDS) readily available?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42	Are all containers that are stored free of leaks or deposits?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43	Are containers of product inspected regularly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44	Is used oil and antifreeze stored indoors and/or on spill containment pallets?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
45	Is used oil and antifreeze properly disposed of or recycled?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
<b><u>Lead Acid Batteries</u></b>		<input type="checkbox"/> <b><u>N/A</u></b>	<b>Yes</b>	<b>No</b>
46	Are lead-acid batteries stored indoors on spill containment pallets or in bins?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
47	Are intact batteries stored on an acid-resistant rack or tub?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
48	Are cracked or leaking batteries stored in labeled, closed, leak-proof containers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
49	Is the date each battery was placed in storage recorded?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
50	Are batteries stacked more than 5 high?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
51	Are batteries inspected regularly for leaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
<b><u>Spill Prevention and Response Procedures</u></b>		<input type="checkbox"/> <b><u>N/A</u></b>	<b>Yes</b>	<b>No</b>
52	Are vehicles inspected daily for leaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

53	Is spill control equipment and absorbents readily available?	<input type="checkbox"/>	<input type="checkbox"/>
54	Are emergency phone numbers posted in conspicuous areas?	<input type="checkbox"/>	<input type="checkbox"/>
55	Are spills contained and cleaned up immediately?	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
<b><u>General Material Storage Areas</u></b>		<input type="checkbox"/> <b>N/A</b>	
		<b>Yes</b>	<b>No</b>
56	Are leaking or damaged materials stored inside a building or another type of storm resistance shelter?	<input type="checkbox"/>	<input type="checkbox"/>
57	Are all material stockpiles within containment structures (e.g., concrete barriers, earthen berms) or stored in a manner that does not allow discharge of impacted stormwater?	<input type="checkbox"/>	<input type="checkbox"/>
58	Are used fuel tanks and other scrap metal and parts drained of fluids and stored under cover?	<input type="checkbox"/>	<input type="checkbox"/>
59	Are outdoor containers covered?	<input type="checkbox"/>	<input type="checkbox"/>
60	Are piles of spoils, asphalt, debris, etc. stored under a roof or cover?	<input type="checkbox"/>	<input type="checkbox"/>
61	Are spills of material or debris cleaned up promptly?	<input type="checkbox"/>	<input type="checkbox"/>
62	Are used tire storage piles placed away from storm drains or conveyances?	<input type="checkbox"/>	<input type="checkbox"/>
63	Are tires recycled frequently to keep the number of stored tires manageable?	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
<b><u>Stormwater Management</u></b>		<b>Yes</b>	<b>No</b>
64	Are employees trained on the municipal facility procedures?	<input type="checkbox"/>	<input type="checkbox"/>
66	Are BMPs and treatment structures working as designed?	<input type="checkbox"/>	<input type="checkbox"/>
67	Are BMPs and treatment structures free from debris buildup or overgrown vegetation that may impair function?	<input type="checkbox"/>	<input type="checkbox"/>
68	Catch basins should be cleaned in accordance with the timeframes listed in Part VI.F.3.c.iii. / Part VII.F.3.c.iii, depending on the MS4 Operator type. Based on this, do any catch basins need to be cleaned?	<input type="checkbox"/>	<input type="checkbox"/>
69	Are berms, curbing or other methods used to divert and direct discharges adequate and in good condition?	<input type="checkbox"/>	<input type="checkbox"/>
70	Are rooftop drains directed to areas away from pavement?	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
<b><u>Erosion and Sediment Controls</u></b>		<b>Yes</b>	<b>No</b>
71	Are soil stabilization measures (e.g., seed and mulch, rolled erosion control products) considered in areas that have the potential for significant soil erosion?	<input type="checkbox"/>	<input type="checkbox"/>
72	Are natural buffers maintained around surface waters?	<input type="checkbox"/>	<input type="checkbox"/>
73	Are flow velocity dissipation devices in place at monitoring locations and channel outlets (rock riprap, stone check dams, concrete baffles)?	<input type="checkbox"/>	<input type="checkbox"/>
74	Do controls conform to the NYS Standards and Specifications for Erosion and Sediment Control (2016), or equivalent?	<input type="checkbox"/>	<input type="checkbox"/>

Comments:			
<b><u>Corrective Actions and Comment</u></b>			
Describe Inspection findings and if necessary, the corrective actions taken			
Inspector Signature		Date:	





**Department of  
Environmental  
Conservation**

**Storm Event Data Form  
for SPDES MS4 General Permit,  
GP-0-24-001**

Do not submit this form to the Department; keep this form with the municipal facility's SWPPP and in the MS4 Operator's SWMP Plan.

Permit Number:

N Y R 2 0 A

Facility Name:

Contact First Name:

Contact Last Name:

Contact Phone:

Contact Email:

Storm Event Date:

Storm Duration (in hours):

Rainfall Measurement from Storm Event (in inches):

Date of Last Measurable Storm Event:

Duration Between Storm Event Sampled and End of Previous Measurable Storm (in hours):

**Certification**

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

Facility Operator First Name (please print or type)

Facility Operator Last Name (please print or type)

Date

Signature



Department of  
Environmental  
Conservation

# Visual Monitoring Form MS4 GP-0-24-001

All high priority municipal facilities covered under the MS4 GP-0-24-001 must perform Visual Monitoring twice a permit term, separated by a minimum of one (1) year. Please see the permit Part VI.F/VII.F for additional requirements. This form is part of the facilities records and should be retained onsite with the facility's Stormwater Pollution Prevention Plan. **Please do not submit this form to the Department.**

MS4 Operator Permit ID	Facility Name
<input type="text"/>	<input type="text"/>

Outfall Number	Examiner's Name	Examiner's Title
<input type="text"/>	<input type="text"/>	<input type="text"/>

Reporting Year	Rainfall Amount	Qualifying Storm?	Runoff Source?
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Rainfall <input type="radio"/> Snowmelt

Date/Time Collected	Date/Time Examined
<input type="text"/> / <input type="text"/> / <input type="text"/> : <input type="text"/> <input type="text"/> AM / PM	<input type="text"/> / <input type="text"/> / <input type="text"/> : <input type="text"/> <input type="text"/> AM / PM

1. Does the stormwater appear to be colored? ..... ☐ Yes ☐ No

If yes, describe

2. Is the stormwater clear or transparent? ..... ☐ Yes ☐ No

If yes, which of the following best describes the clarity of the stormwater: ..... ☐ Clear ☐ Milky ☐ Opaque

3. Can you see a rainbow sheen effect on the water surface? ..... ☐ Yes ☐ No

If yes, which best describes the sheen? ..... ☐ Rainbow Sheen ☐ Floating Oil Globules

4. Does the sample have an odor? ..... ☐ Yes ☐ No

If yes, describe

5. Is there something floating on the surface of the sample? ..... ☐ Yes ☐ No

If yes, describe

6. Is there something suspended in the water column of the sample? ..... ☐ Yes ☐ No

If yes, describe

7. Is there something settled on the bottom of the sample?..... ☐ Yes ☐ No

If yes, describe

8. Is there foam or material forming on the top of the sample surface?..... ☐ Yes ☐ No

If yes, describe

Detail any concerns, corrective actions taken and any other indicators of pollution present in the sample:



## Works Cited

Center for Watershed Protection, Illicit Discharge Detection and Elimination: A Guidance Manual for Program Development and Technical Assistance, October 2004 (CWP 2004)

New York State Department of Environmental Conservation, Maintenance Guidance: Stormwater Management Practices, March 31, 2017 (NYS DEC Maintenance Guidance 2017)

New York State Department of Environmental Conservation, Model Local Law to Prohibit Illicit Discharges, Activities and Connections to Separate Storm Sewer Systems, April 2006 (NYS DEC Model IDDE Local Law 2006)

New York State Department of Environmental Conservation, Sample Local Law for Stormwater Management and Erosion & Sediment Control, March 2006 (NYS DEC Sample SM and E&SC Local Law 2006)

New York State, Standards and Specifications for Erosion & Sediment Control, November 2016 (NYS E&SC 2016)

New York State, Stormwater Management Design Manual, January 2015 (NYS SWMDM 2015)

SPDES Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity, GP-0-23-001 (MSGP)

SPDES General Permit for Stormwater from Construction Activities, GP-0-20-001 (CGP)

SPDES General Permit for Stormwater Discharges from the Municipal Separate Storm Sewer Systems, GP-0-24-001 (MS4 GP)

United States Department of Transportation Federal Highway Administration, Highway Functional Classification Concepts, Criteria and Procedures, 2013 (USDOT 2013)

# Stormwater Management Program

## Appendix B

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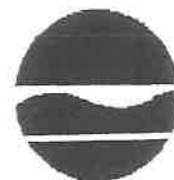
Notice of Intent dated September 12, 2003

Notice of Intent Phase II GP-02-02 dated August 2003

Notice of Intent dated February 16, 2024

**New York State Department of Environmental Conservation  
Division of Water**

Bureau of Water Permits, 4<sup>th</sup> Floor  
325 Broadway, Albany, New York 12233-3505  
Phone: (518) 402-8111 • FAX: (518) 402-9029  
Website: www.dec.state.ny.us



Erin M. Crotty  
Commissioner

9/12/2003

TOWN OF PAWLING  
160 CHARLES COLMAN BLVD.  
PAWLING NY 12564



**Re: ACKNOWLEDGEMENT of NOTICE of INTENT for  
Coverage Under General SPDES Permit No. GP-02-02**

RECEIVED

OCT - 8 2003

TOWN OF PAWLING  
PLANNING BOARD

Dear Municipal Official:

This letter is to acknowledge receipt of the completed Notice of Intent (NOI) application for the Municipal Separate Stormwater Sewer System (MS4) located at:

**MS4 NAME:** TOWN OF PAWLING  
**MS4 COUNTY:** DUTCHESS  
**NYSDEC REGION:** 3  
**MS4 SPDES No:** NYR20A472

Pursuant to Environmental Conservation Law (ECL) Article 17, Titles 7 and 8 and ECL Article 70, the MS4 NOI identified above is now authorized and covered under State Pollutant Discharge Elimination Systems General Permit GP-02-02.

As an authorized MS4, you are obligated to comply with limits, conditions, and all requirements contained in GP-02-02. In accordance with GP-02-02, please note the following for your records and all future correspondence:

- \* **MS4 SPDES Registration Number:** NYR20A472
- \* Your Storm Water Management Program (SWMP) must be fully implemented by: **January 8, 2008.**
- \* First Municipal Compliance Certificate (MCC) and SWMP Annual Report (SWMPAR) must be submitted by: **June 1, 2004.**
- \* Thereafter, subsequent MCCs and SWMPARs must be submitted by: **June 1st of each year.**

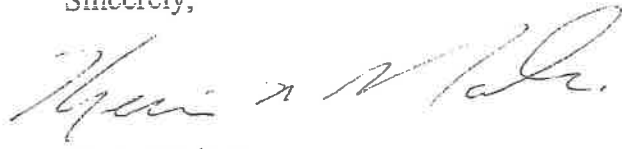
Failure to comply with these submittal dates are violations of GP-02-02 which may result in enforcement or penalties.

**For all future correspondence and/or communications with the Department, be sure to include or reference the MS4 SPDES Registration Number, as this number is unique to the MS4 identified above.**

Your NOI also serves as the documentation of your initial SWMP. You may be contacted by the Department's Regional Water Engineer regarding the content of the SWMP.

Should you have any questions regarding any aspect of the requirements specified in General Permit GP-02-02, please contact me at (518) 402-8235.

Sincerely,

A handwritten signature in dark ink, appearing to read "Kevin Malone", is written over a light blue horizontal line.

Kevin Malone  
Environmental Program Specialist  
General Permits Section

cc: RWE - w/copy NOI  
File - w/original NOI





New York State Department of Environmental Conservation  
625 Broadway  
Albany NY 12233-3505

**Notice of Intent for Coverage Under an SPDES General Permit for  
Storm Water Discharges From SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS**

Submission of this Notice of Intent (NOI) constitutes notice that the entity identified in Section A of this form intends to be authorized by DEC's Small MS4 SPDES General Permit issued for storm water discharges from the small municipal separate storm sewer system (MS4) in New York State. Submission of the NOI also constitutes notice that the party identified in Section A of this form has read, understands, and meets the eligibility conditions of Part I.B. of the Small MS4 General Permit; agrees to comply with all applicable terms and conditions of the Small MS4 General Permit; understands that continued authorization under the Small MS4 General Permit is contingent on maintaining eligibility for coverage, and that implementation of the permittee's storm water management program is required to begin within five(5) calendar days after a completed NOI is received by DEC. In order to be granted coverage, all information required on this form must be completed. Please read and make sure you comply with all permit requirements, including the requirement to prepare and implement a storm water management program.

**Section A. Small MS4 Owner/Operator Information**

1. Name: Town of Pawling 2. Phone: (845) 855 - 5040  
3. a. Mailing Address: a. Street or P.O. Box: 160 Charles Colman Blvd.  
b. City: Pawling c. State: NY d. Zip Code: 12564 -

**Section B. Small MS4 Location Information**

1. MS4 Name: Town of Pawling  
2. a. City/Town/Village: Pawling  
b. County(ies): Dutchess  
3. a. Permit Applicant: ☐ Federal ☐ State ☐ County ☐ City ☒ Town ☐ Village  
☐ School District ☐ Fire District ☐ Other public entity  
4. Does the MS4 discharge to receiving waters or a watershed which is/are impaired (appears on DEC's 303(d) list or for which a Total Maximum Daily Load (TMDL) has been determined)? ☒ Yes ☐ No

**Section C. Initial Identification of Management Practices (attach additional sheets as necessary)**

Public Education and Outreach on Storm Water Impacts	
Outreach Techniques	Management Practices to Encourage
<input checked="" type="checkbox"/> Plan and conduct an ongoing public education and outreach program (required) <input type="checkbox"/> Classroom education/school programs <input checked="" type="checkbox"/> Outreach to commercial entities <input checked="" type="checkbox"/> Webpage <input checked="" type="checkbox"/> Printed material <input type="checkbox"/> Media campaign <input type="checkbox"/> Library of educational materials <input type="checkbox"/> Events and Programs <input type="checkbox"/> Displays <input type="checkbox"/> Posters and signs of varying sizes (magnet to billboards) <input type="checkbox"/> Speakers to community groups <input type="checkbox"/> Economic incentives <input type="checkbox"/> Promotional giveaways <input type="checkbox"/> Other .....	<input checked="" type="checkbox"/> Proper lawn and garden care (fertilizer and pesticide use, sweeping, etc.) <input checked="" type="checkbox"/> Low impact development <input checked="" type="checkbox"/> Pet waste management <input checked="" type="checkbox"/> Pollution prevention for businesses <input checked="" type="checkbox"/> Proper disposal of household hazardous wastes <input checked="" type="checkbox"/> Trash management <input type="checkbox"/> Water conservation practices <input type="checkbox"/> Others: .....
Public Involvement/Participation	
Implementation Techniques	Participation Activities
<input checked="" type="checkbox"/> Public notice and access to documents and information (required) <input checked="" type="checkbox"/> Public presentation and comments received SWMP and on annual reports (required) <input checked="" type="checkbox"/> Public involvement/participation program (required) <input checked="" type="checkbox"/> Contact person identified (required) <input type="checkbox"/> Advisory/partner committees <input type="checkbox"/> Watershed organizations <input type="checkbox"/> Attitude surveys <input checked="" type="checkbox"/> Community hot lines <input type="checkbox"/> Stakeholder meetings <input type="checkbox"/> Mailing list development and use <input type="checkbox"/> Other .....	<input type="checkbox"/> Adopt-a-stream <input type="checkbox"/> Reforestation program <input type="checkbox"/> Storm drain stenciling <input type="checkbox"/> Stream, beach, roadway cleanup <input checked="" type="checkbox"/> Volunteer monitoring <input type="checkbox"/> Wetland plantings <input type="checkbox"/> Others .....
Illicit Discharge Detection and Elimination	
Detection and Elimination Activities	Type of Discharges to Target
<input checked="" type="checkbox"/> Outfall mapping (required) <input checked="" type="checkbox"/> Illicit discharges prohibited (required) <input checked="" type="checkbox"/> Public, employees, businesses informed of hazards from illicit discharges (required) <input checked="" type="checkbox"/> Illicit discharges identified (required) <input type="checkbox"/> System mapping <input type="checkbox"/> Dye testing <input type="checkbox"/> Shoreline surveys <input type="checkbox"/> System inspections <input checked="" type="checkbox"/> Other <u>See Attached</u> .....	<input type="checkbox"/> Failing septic systems <input type="checkbox"/> Illegal dumping <input type="checkbox"/> Industrial/business connections <input type="checkbox"/> Recreational sewage <input type="checkbox"/> Sanitary sewer overflows <input type="checkbox"/> Wastewater connections to the storm drain system <input type="checkbox"/> Others .....
Construction Site Storm Water Runoff Control	
Construction Program Requirements (a minimum equivalent to GP-17-B)	Program Criteria
<input checked="" type="checkbox"/> Require erosion and sedimentation controls through an ordinance or other regulatory mechanism (required) <input checked="" type="checkbox"/> Provide opportunity for public comment on construction plans (required) <input checked="" type="checkbox"/> Require construction site plan review (required) <input checked="" type="checkbox"/> Require overall construction site waste management (required) <input checked="" type="checkbox"/> Site inspections and enforcement (required) <input checked="" type="checkbox"/> Education and training of construction site operators (required) <input type="checkbox"/> Other .....	<input checked="" type="checkbox"/> New York State Standards and Specifications for Erosion and Sediment Control <input checked="" type="checkbox"/> New York State Stormwater Management Design Manual

### Section C. Initial Identification of Management Practices (continued)

Post-Construction Stormwater Management Post-Construction Program Requirements		Program Criteria
<input checked="" type="checkbox"/> Assess existing conditions throughout the MS4 and identify appropriate management practices to reduce pollutant discharge to the maximum extent practicable. (required) <input type="checkbox"/> Regulate post-construction runoff from development through an ordinance or other regulatory mechanism (required) <input type="checkbox"/> Develop management practice inspection and maintenance program. (required) <input checked="" type="checkbox"/> Other: <u>Conservation Density Subdivision</u> .....	<input checked="" type="checkbox"/> New York State Stormwater Management Design Manual	
Pollution Prevention Code: use according to local ordinance Program Requirements		Management Practices
<input checked="" type="checkbox"/> Prevent discharge of pollutants from municipal operations (required) <input checked="" type="checkbox"/> Follow DEC NPS Management Practices Catalog, or equivalent (required) <input checked="" type="checkbox"/> Conduct employee pollution prevention training (required)	<input type="checkbox"/> Street cleaning <input type="checkbox"/> Catch basin and storm drain system cleaning <input type="checkbox"/> Alternative discharge options for chlorinated water <input type="checkbox"/> Vehicle maintenance and washing <input type="checkbox"/> Hazardous and waste materials management <input type="checkbox"/> Landscaping and lawn care <input type="checkbox"/> Integrated Pest Management (IPM) <input type="checkbox"/> Marina Management <input type="checkbox"/> Road salt storage <input type="checkbox"/> Roadway and bridge maintenance <input type="checkbox"/> Municipally-owned septic system management <input type="checkbox"/> Spill response and prevention <input type="checkbox"/> Others: .....	

### Section D. Initial Identification of Measurable Goals (attach additional sheets as necessary)

Person(s) responsible for implementing or coordinating the storm water management program:

Norman Benson

Phone: 845-855-1725

Town Planner/Envl. Director

<b>1. Public Education and Outreach on Storm Water Impacts</b> Measurable goals (with start and end dates): ..... <u>See Attached</u> ..... ..... ..... ..... ..... ..... .....	<b>4. Construction Site Storm Water Runoff Control</b> Measurable goals (with start and end dates): ..... <u>See Attached</u> ..... ..... ..... ..... ..... ..... .....
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**2. Public Involvement/Participation**

Measurable goals (with start and end dates): .....

See Attached

**5. Post-Construction Storm Water Management in New Development and Redevelopment**

Measurable goals (with start and end dates): .....

See Attached

**Section D. (continued)****3. Illicit Discharge Detection and Elimination**

Measurable goals (with start and end dates): .....

See Attached

**6. Pollution Prevention/Good Housekeeping for Municipal Operations**

Measurable goals (with start and end dates): .....

See Attached

**Section E. Cooperating MS4s**

Identify any MS4 partners that will be assisting you in carrying out your Stormwater Management Program: (Attach a description of what portions of which management practices that the other MS4s will be doing for you, and similarly what practices that you are assisting them with.)

Name of Cooperating MS4

Address

Contact Person

Telephone number

Email

Not Applicable

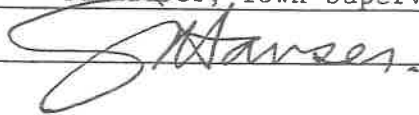


**Section F. Certification**

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

Print Name: Edward Hauser, Town Supervisor

Signature: \_\_\_\_\_



Date: 8/29/03

**ATTACHMENT**

**NOTICE OF INTENT**  
**TOWN OF PAWLING**

**SPDES GENERAL PERMIT GP-02-02**  
**STORMWATER PHASE II FINAL RULE**

**Section C. Initial Identification of Management Practices**

A portion of the Town of Pawling has been identified as being in an additionally designated area associated with the New York City Watershed as shown on the attached map, figure 1. At this stage of implementing the requirements of the General Permit No. GP-02-02, the Town will be pursuing implementation of the required portion of the management practices in those areas of the Town within the Designated Area. Additionally, where a small extension of the programs permit, the required management practice will be implemented Town-wide. The area where each management practice is proposed is indicated in the discussions below.

**C1. Public Education and Outreach on Stormwater Impacts**

**Outreach to Commercial Property Owners (Required)**

Area of Implementation: Town-wide.

The Town will coordinate with the Dutchess County Soil and Water Conservation District (DCSW) to distribute educational material concerning the impacts that commercial sites have on water quality and how these impacts can be avoided. In addition, information will be provided concerning the hazards posed from a variety of illicit discharges. Management practices that will be encouraged include low impact development, pollution prevention for businesses and trash management, maintenance plans for their stormwater facilities, etc.

- Measurable goals include the number of commercial sites to which educational material have been distributed
- Schedule: Initially in year 2. Materials will be kept available to commercial developments thereafter.

Outreach to Residential Properties (Required)

Area of Implementation: Town-wide.

The quality of stormwater runoff can also be affected by practices used by homeowners to maintain their property. As of the 2000 Census, there were 7,521 residents (Approximately 3000 homes) in Pawling. The Dutchess County Soil and Water Conservation District (i.e. the Cornell Cooperative Extension) has a number of excellent publications designed to provide information about proper care of homes, septic systems and watershed protection, such as publication FS-1 "Your Septic System," and "Home\*A\*Syst" booklet. The USEPA also has a variety of educational materials they can provide. These publications can be purchased and distributed at Town Hall and at community events. Management practices will encourage proper lawn and garden care, implementing low impact development techniques, pet waste management and proper disposal of household hazardous wastes. In addition, information will be provided concerning the hazards posed from a variety of illicit discharges.

- Measurable goals would include the number of residential properties to which material is distributed
- Schedule: Initially in year 2. Materials will be kept available to residents thereafter.

Stormwater Webpage Links

Area of Implementation: Town-wide.

On the official Town website, a link can be included to DCSW's stormwater site. This site contains a vast amount of information regarding public awareness and education, regulatory issues, and links to other stormwater-related sites.

- Measurable goals include the number of visits to the site. A counter can be used to record the number of site visits.
- Schedule: Year 1

*web site in the Jan 12, 2004 SWCD letter*

C2. Public Involvement/Participation

Public notice and access to documents and information (required)

Area of Implementation: Town-wide.

All documents related to the Stormwater Management Program will be kept in one central location at the Pawling Town Hall, where they may be viewed or purchased. Costs for materials will be consistent with NYS Freedom of Information Law. A copy of

this Stormwater Management Plan will also be provided to the Pawling Library. Furthermore, a copy of the Plan will be included on the Town's official website

- Measurable Goals are the number of requests to access records received by the Town and the number of times the Plan is accessed on the Town's website.
- Schedule: Beginning in year 1. Materials are to be updated and supplemented as needed.

Public presentation and comments received on SWMP and annual reports (required)

Area of Implementation: Town-wide.

Each year the Town shall prepare an Annual Report for the period ending on March 10, which is consistent with the requirements of the General Permit. The Annual Report shall discuss the progress made during the preceding year on implementing the SWMP and any proposed revisions that are needed to the Program. The Annual Report shall be presented to the Town Board, which shall hold a public hearing on the Annual Report, on or about the middle of April. The Town Conservation Advisory Council (CAC) will be involved with this process. Any comments received at the public hearing and any written comments shall be summarized in the Report, which shall include any responses to comments on the Report. The final Annual Report shall be submitted to the NYS DEC Region 3 office no later than June 1 of each year.

- Measurable Goals are the number of persons in attendance at the public hearing and the number of persons commenting on the plan, either at the public meeting or in writing.
- Schedule: Annually, beginning in year 1.

Local Stormwater Contact (required)

Area of Implementation: Town-wide.

The Town would benefit from having one contact individual that is knowledgeable about issues related to stormwater runoff and the Stormwater Management Program who could answer questions from the public. The Town employs a full-time Planner/Environmental Director who shall serve as the Local Stormwater Contact for the Town of Pawling.

- Measurable Goals are the number of queries made to the Stormwater Contact.
- Schedule: On-going, beginning in Year 1

Volunteer Monitoring

Area of Implementation: Town-wide.

A point of contact will be established where citizens can report spills, leaks, and illegal discharges. The contact information for this 'hotline' will be well publicized. This item



will be coordinated through the Code Enforcement Officer (CEO) if legally binding actions need to be taken.

- Measurable Goals are the number of reports to the call center and the number of response and enforcement actions generated by those calls
- Schedule: Beginning in year 2, then on-going

### **C3. Illicit Discharge Detection and Elimination**

#### **Outfall Mapping (required)**

Area of Implementation:      Additionally Designated Area only.

The Town will develop a map of all stormwater outfalls utilizing Town employees and the Town Engineer's office. Several methods, including the use of DGPS and GIS, are feasible for completing this task. The Town will investigate and choose the most appropriate option.

- Measurable Goals are the number of outfalls mapped and/or the percentage of the Town that has been mapped.
- Schedule: Year 2 create preliminary map-and-database and map first 50% of outfalls
  - Year 3 map next 50% of outfalls

#### **Public, employees, businesses informed of hazards from illicit discharges (required)**

This element of the SWMP will be addressed by the public outreach requirements.

#### **Identify Illicit Connections (required)**

Area of Implementation:      Additionally Designated Area only.

The Town will prepare a dry weather survey of its drainage system to identify any illicit connections. The survey will be completed using a combination of the Town Planner, Town Highway Department, and the Town Engineer's office.

- Measurable Goals include the percentage of the drainage system surveyed
- Schedule: Year 4 survey first 50% of the drainage system  
Year 5 survey next 50% of the drainage system

### Illegal Dumping

Area of Implementation: Town-wide.

The Town actively discourages illegal dumping at off-road or isolated or unattended locations. "No Dumping" signs have been erected at sites where dumping has been a chronic problem. Pursuant to Chapters 5 and 131 of the Town Code, the town employs a Code Enforcement Officer to enforce illegal dumping, and has established penalties for any individual caught dumping. Penalties may be a fine of up to \$250 fine and/or imprisonment for a period of up to 15 days. Additional "No Dumping" signs can be installed at other locations should it become necessary.

The Town maintains a solid waste transfer station that accepts bulky waste and other materials to make the disposal of items typically dumped easy and routine. The transfer station is open four days a week and accepts bulky wastes during its normal operating hours.

Dutchess County sponsors numerous hazardous waste disposal days throughout the year. Pawling residents are welcome to dispose of their wastes at these events. Upcoming disposal days are advertised in the Poughkeepsie Journal newspaper

- Measurable Goals include the weight of Bulky waste accepted at the transfer station, the number of enforcement actions and the amount of hazardous waste (according to chain of custody forms) received by the County disposal days.
- Schedule: Enforcement actions and disposal activities shall be on-going, beginning in year 1.

### Used Product Recycling/Disposal

Area of Implementation: Town-wide.

A percentage of motorists prefer to change their own vehicular fluids. Used motor oil and anti-freeze are hazardous wastes that can contaminate ground and/or surface water supplies, if improperly disposed of. As part of the Town's recycling program, Pawling residents may bring their spent motor oil, anti-freeze, Old tires and used batteries to the Town highway garage/transfer station for proper disposal. Drop-offs are accepted during the station's regular business hours.

- Measurable Goals are the number of gallons of oil and anti-freeze collected, and the number of tires and batteries collected.
- Schedule: On-going

#### **C4. Construction Site Stormwater Runoff Control**

##### Required erosion and sedimentation controls through an ordinance or other regulatory mechanism (required)

Area of Implementation: Town-wide.

Pawling currently has a law that addresses erosion and sediment control from site disturbances exceeding ½ Acre. The Soil Erosion, Sediment Control and Steep Slopes Protection Law (SE/SC/SS) can be amended to also conform to the minimum standards established by the SPDES General Permit GP-02-01 for construction activities in order that equivalent protection is provided.

- Measurable Goals are the amendment of the SE/SC/SS law, and the number of permits issued under that law.
- Schedule: Year 1

##### Provide opportunity for public comment on construction plans (required)

Area of Implementation: Town-wide.

Currently, design plans for all development and re-development require Planning Board approval, and are subject to a public hearing. Additionally, Planning Board meetings are open to the public. The exceptions are for development of an individual residential lot for a single-family home, and for a lot being used for agricultural activities.

- Measurable goals include the number of applications, public hearings, and comments received.
- Schedule: On-going, beginning in year 1. Public hearings to be held as needed.

Area of Implementation: Additionally Designated Area only.

To comply with the requirement of providing public comment on construction plans for those projects that otherwise would not require a public hearing, the Town will consider and establish an appropriate method of notifying the public in these cases, and reviewing any comments that may be received.

- Measurable Goal is the establishment and implementation of a policy of public notification and review of comments for projects that would otherwise not be subject to public hearings.
- Schedule: Year 3

Require construction site plan review (required)

Area of Implementation: Town-wide.

The Town of Pawling has a full-time Planner and retains the services of an Engineering firm to review land disturbance and construction activities. According to §171-6 of the Town Code, the following activities are subject to review:

1. Site disturbances on 'steep slopes' (>25% grade)
2. Site disturbances within the 100-year flood plain of any watercourse
3. Excavation of more than 200 cubic yards of fill from any parcel
4. Soil stripping, clearing, or tree cutting that affects more than one-half acre of ground surface within any parcel
5. Grading that affects more than one-half acre of ground surface within any parcel
6. Filling that exceeds more than 200 cubic yards of fill within any parcel
7. A development or subdivision of two or more units, or any development or subdivision requiring any new street or extension of municipal facilities.
8. Commercial Site Plans.

- Measurable Goals are number of staff available for review of construction plans, and the number of plans reviewed
- Schedule: On-going

Require overall construction site waste management (required)

Area of Implementation: Town-wide.

The Town will amend the SE/SC/SS Law to require waste management on a construction site.

- Measurable Goal is adoption of amendments to the SE/SC/SS Law to incorporate this requirement.
- Schedule: Year 1

Site inspections and enforcement (required)

Area of Implementation: Town-wide.

Erosion control measures implemented at a construction site must be periodically inspected to ensure their continued effectiveness and structural integrity. The Town of Pawling routinely completes site inspections during construction of a project. The following individuals participate in site inspections of construction activities: Town Engineer, Building Inspector, and Town Planner/Environmental Director. The Town, through collection of inspection fees, has a dedicated source of revenue to fund site inspections.



- Measurable Goals are the number of personnel available to monitor site disturbances, the number of inspections performed, and the number of enforcement actions taken.
- Schedule: On-going

Education and training of construction site operators (required)

Area of Implementation: Town-wide.

The Town of Pawling currently notifies construction crews of their requirements to comply with the SE/SC/SS Law, and all other applicable erosion control and stormwater management regulations, for projects they are performing in the Town. During pre-construction meetings and periodic inspections, contractors have the opportunity to clarify any questions regarding the approved site plans or applicable regulations with representatives of the Town Planner and Town Engineer.

- Measurable Goals are the number of pre-construction meetings held and site inspections performed for Town projects, annually.
- Schedule: On-going, on a periodic basis.

Additionally, DCSW is offering a daylong workshop for construction firms and highway crews in 2004. The workshop will focus on erosion and sediment control and site stabilization. There will also be a technology exhibition. New responsibilities for municipalities and contractors under the Phase II regulations will be emphasized. The workshop will take place annually in February.

- Measurable Goals are the number of Town employees, and the number of contractors that work on Town projects, that attend this meeting.

C5. Post-Construction Stormwater Management

Assess existing conditions throughout the MS4 and identify appropriate management practices to reduce pollutant discharge to the maximum extent practicable (required)

Area of Implementation: Additionally Designated Area Only.

Pawling will complete a survey of all existing drainage and stormwater management practices (SMPs) owned by the Town. This activity will be performed in conjunction with the outfall survey. Appropriate maintenance requirements will be developed for each of the individual drainage and stormwater structures and an inspection and maintenance schedule will be established.

The survey will then be used to create a database that will be used to track inspection and maintenance for each structure.

- Measurable Goals are the number of SMPs surveyed, creation of an SMP database, the number of SMPs for which an inspection and maintenance schedule has been developed, and the number of SMPs which have a maintenance plan
- Schedule: Year 2 - Begin survey of SMPs, create an initial SMP database.  
Year 3 - Complete survey of SMPs, create a compendium of inspection and maintenance schedules for those SMPs that already have an inspection and maintenance, begin developing maintenance requirements and inspection schedules for SMPs that do not have an inspection and maintenance schedule.  
Year 4 - Complete compendium of inspection and maintenance schedules for each SMP.
- Year 2 create preliminary map-and-database and map first 50% of outfalls
  - Year 3 map next 50% of outfalls
- Year 4 survey first 50% of the drainage system  
Year 5 survey next 50% of the drainage system

Regulate post-construction runoff from development through an ordinance or other regulatory mechanism (required)

Area of Implementation: Town-wide.

Develop local law to establish minimum standards for post-construction runoff from Residential development.

- Measurable Goals are adoption of local law.
- Schedule: Year 2

The next step is to assess how well commercial sites are protecting water quality and if management techniques for the site can be improved. To aid in this effort, the Town will prepare and distribute a workbook that can be used by commercial property owners to complete an assessment of stormwater infrastructure and management techniques used by each commercial property.

- Measurable goals will include the number of workbooks that have been distributed, the number of workbooks returned, and the number of commercial sites that have a plan that can be implemented.
- Schedule: Year 3

Develop management practice inspection and maintenance program (required)

Establish a management practice inspection and maintenance program for SMPs. The New York State Stormwater Management Design Manual should be used as the technical standard for the program.

- Measurable Goal is the adoption of the New York State Stormwater Management Design Manual should be used as the technical standard.
- Schedule: Year 2
- Measurable Goals are the number of SMPs inspected annually, and the number of SMPs on which maintenance is completed annually.
- Schedule: Beginning in year 5, then periodically thereafter

Conservation Density Subdivision

Area of Implementation: Town-wide.

One method of reducing site disturbance and impervious area created by a subdivision is through conservation density design techniques. These design techniques, also known as open space or cluster subdivisions, "cluster" the building lots on one portion or a parcel of land, thereby keeping the remaining portions of the parcel as preserved as open space. The Town of Pawling is currently in the process of drafting a local law to create an overlay zone over a majority of the Town, and requiring new subdivisions proposed within the overlay zone to design the subdivision using conservation density techniques.

- Measurable Goals is the adoption of a local law creating the overlay zone and design requirements.
- Schedule: Year 2

**C6. Pollution Prevention/Good Housekeeping for Municipal Operations**

Prevent discharge of pollutants from municipal operations (required)

Area of Implementation: Additionally Designated Area Only.

The Town shall complete an assessment of all Town-owned facilities, to identify methods that can be implemented to reduce the impacts from stormwater runoff. These facilities include the Holmes Fire Station and the Dutcher Golf Course buildings and grounds.

- Measurable Goals are the completion of the survey and the implementation of appropriate management practices.
- Schedule: Survey – Year 3; Implementation – Year 4

Follow DEC NPS Management Practices Catalog, or equivalent (required)

Area of Implementation:      Additionally Designated Area Only

The Town will establish a policy that the NYS DEC Management Practices Catalog for Nonpoint Source Pollution Prevention will be used as the technical standard for all municipal maintenance operations.

- Measurable Goal is the adoption of a resolution establishing the Catalog as the technical standard.
- Schedule:      Year 1

Conduct employee pollution prevention training (required)

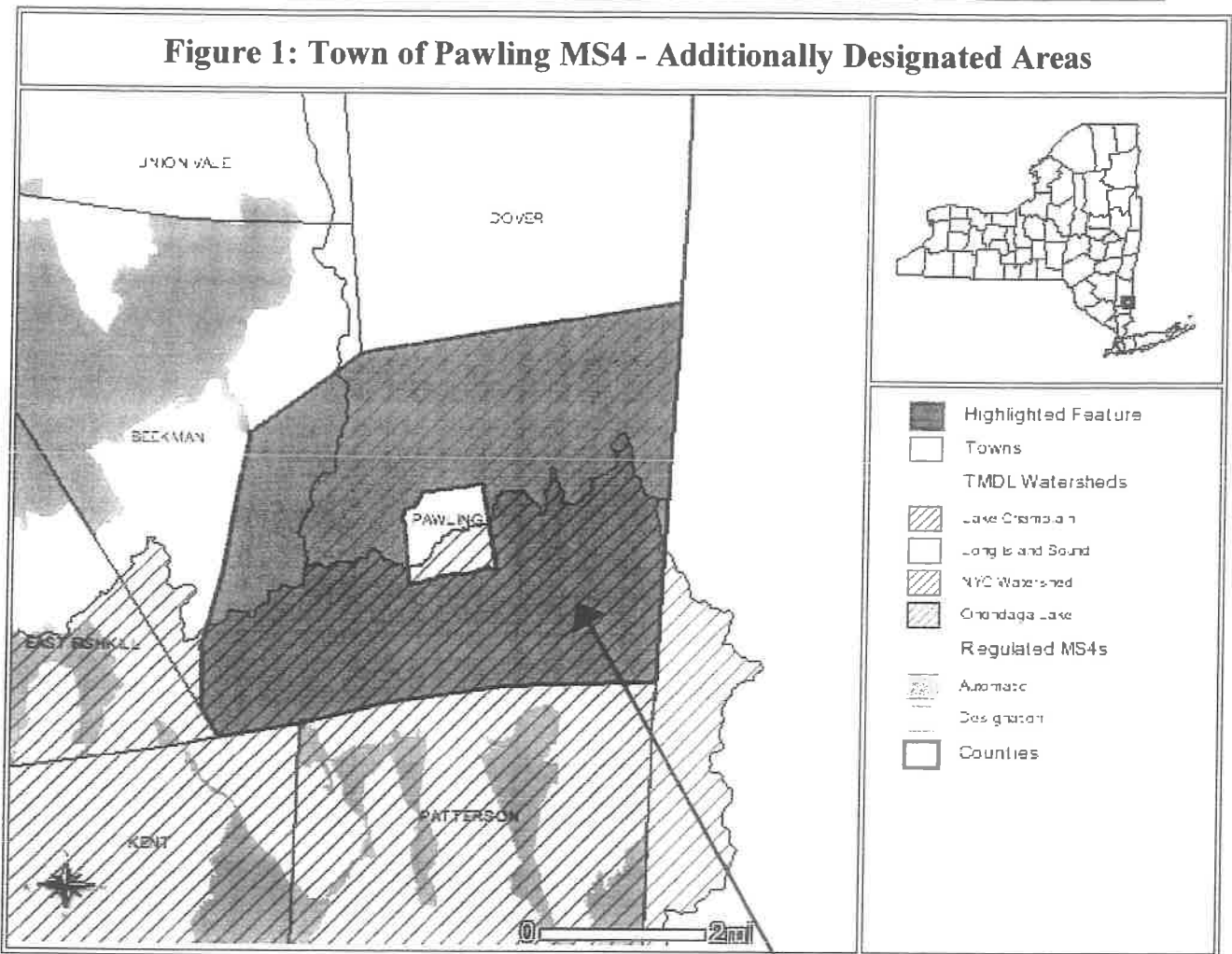
Area of Implementation:      Additionally Designated Area Only

The Town will conduct employee pollution prevention training in a number of areas. This can be accomplished in-house, or DCSW can provide a staff member to visit the Town and provide training for the following topics:

- Automobile Maintenance and Washing
- Illegal Dumping Control
- Parking Lot and Street Cleaning
- Storm Drain System Cleaning
- Used Oil Recycling

Town employees will also become familiarized with the Dutchess County Emergency Response System in the event of a major spill or discharge into the MS4.

- Measurable Goals are the number of training sessions conducted annually and the number of attendees at each session.
- Schedule:      Periodically, beginning in year 1



Source: NYSDEC Interactive Stormwater Map

<http://www.dec.state.ny.us/website/imsmaps/stormwater/viewer.htm>

- The 'additionally designated' area within the Town is shown in red.
- The section shown in orange delineates the Town boundaries.
- All other sections are parts of other municipalities.



# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

## Division of Water

625 Broadway, Albany, New York 12233-3500

P: (518) 402-8233 | F: (518) 402-9029

www.dec.ny.gov

## MS4 Operator Certification Form for eReports

### SPDES General Permit for Stormwater Discharges From Municipal Separate Storm Sewer Systems (GP-0-24-001)

#### Instructions

Please review Part X.J. of GP-0-24-001 before signing this form. A signature by an unauthorized person will delay permit coverage.

This form must be signed by one of the following:

1. For a corporation: by a responsible corporate officer
2. For a partnership: by a general partner
3. For a sole proprietorship: by the proprietor
4. For a municipality, state, federal or other public agency: by a principal executive officer or ranking elected official

MS4 Operator Name: Town of Pawling

eReport Submission Number: HQ1-FC56-QTQMS

#### MS4 Operator Certification

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

James Schmitt

Name (please print or type)



Signature

Supervisor

Title

02/16/2024

Date

Town of Pawling

Organization



Department of  
Environmental  
Conservation

# Stormwater Management Program

## Appendix C

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Notice of Intent dated September 12, 2003

Notice of Intent Phase II GP-02-02 dated August 2003

Notice of Intent dated February 16, 2024

## **Dutchess County MS4 Coordination Committee**

**Bylaws adopted DATE: December 11, 2013**

### **Article I. Title and Purpose.**

#### **1.1 Title**

The Organization shall be known as the Dutchess County MS4 Coordination Committee (hereafter the Committee).

#### **1.2 Purpose**

The purpose of the Committee is to foster the cooperation and exchange of information among the participating jurisdictions in addressing issues of mutual concern related to compliance with the Phase II Stormwater regulations; to promote a discussion of issues relating to the Phase II Stormwater program facing the aforementioned jurisdictions; to propose recommendations and make reports that identify mutually beneficial solutions to the concerns facing the participating communities; to seek funding sources that may help to accomplish the goals of the Committee and the participating municipalities, and to disburse funds as may be required.

### **Article II. Membership.**

#### **2.1 Participating Members**

- A. Upon the adoption of a resolution acknowledging their desire to participate in the Committee, the following municipalities shall be considered as participating members in the intermunicipal cooperative.
  - 1. City of Beacon
  - 2. City of Poughkeepsie
  - 3. County of Dutchess
  - 4. Town of Beekman
  - 5. Town of East Fishkill
  - 6. Town of Fishkill
  - 7. Town of Hyde Park
  - 8. Town of LaGrange
  - 9. Town of Pawling
  - 10. Town of Pleasant Valley
  - 11. Town of Poughkeepsie
  - 12. Town of Wappinger
  - 13. Town of Union Vale
  - 14. Village of Fishkill
  - 15. Village of Pawling
  - 16. Village of Wappingers Falls
- B. Each resolution acknowledging participation in the Committee shall name a representative, who shall represent the municipality on the Committee and shall have all rights and privileges of each and every member thereon. Each municipality may rename their representative on the Committee as needed.

- C. Membership in the Dutchess County MS4 Coordination Committee (DCMS4CC) requires a participating municipality to annually (re-)appoint an elected official or appointee (and one alternate) who will be the voting representative at DCMS4CC meetings AND timely payment of annual membership dues. Failure to (re-)appoint voting representation or timely payment of annual dues may result in the DCMS4CC not extending information or other benefits to the municipality.

## 2.2. Ex Officio Members

- A. The Committee shall include as Ex-Officio members the nine Town Supervisors, five Mayors, Dutchess County Soil and Water Conservation District, Dutchess County Department of Public Works, New York State Department of Transportation, and New York State Department of Environmental Conservation-Division of Water. Such Ex-Officio members of the Committee shall be non-voting members, excepting where a Town Supervisor or Mayor has been appointed to the Committee as a voting member.
- B. The Committee may also designate other Ex-Officio members as may be deemed appropriate.

## 2.3 New Members

Subsequent to the third meeting of the Committee, any municipality or institutional MS4 wishing to participate as an Ex Officio or participating member in the cooperative must be approved for membership by a majority of the voting members of the committee.

## 2.4 Termination

A municipality may terminate its membership upon adoption of a resolution by the legislative body of that municipality.

## Article III. Procedures.

### 3.1 Quorum

At all meetings of the Committee, the presence of a majority of the whole number of the Committee shall constitute a quorum for the transaction of business.

### 3.2 Regular Meetings

The Committee shall set the time and place of the meetings, excepting as provided under Section 3.3.

### 3.3 Special Meetings

Special meetings of the Committee may be called by the Chairman on seven (7) days notice to each Committee member, either personally or by mail. Special meetings may also be called, in a like manner and on like notice, at the request of three (3) or more members of the Committee.

### 3.4 Voting

- A. Each participating member shall be entitled to one vote which shall only be exercised by the individual appointed to serve on the Committee by the Legislative Body of their respective municipality. All issues shall be decided by a simple majority of the quorum at the meeting in which the vote takes place.
- B. Each Municipality will be able to appoint a new voting member if the Municipality finds it necessary to do so. This can be done through a resolution or letter submitted to the Committee. The new appointee will then become the municipality's voting member and be allowed to cast a vote on Committee issues. The prior voting member can still attend meetings if permitted by the Municipality, but will no longer be able to cast a vote.
- C. Each Municipality will be allowed 1 (one) alternate to their voting member in the case that their voting member is not able to attend a Committee meeting. The alternate must be appointed by the municipality and a resolution or letter submitted to the Committee. Each municipality will still only be entitled to 1 (one) vote on each issue. If both the voting member and the alternate are in attendance at the same meeting, the voting member will cast the vote.

### 3.5 Powers

The Committee shall have the following powers:

- A. To seek, receive, disburse and distribute funding to accomplish the goals of the Organization including grants and donations.
  - 1. All disbursement of funds shall be approved by a vote as defined in Section 3.4.
  - 2. Either the Chairman or Secretary shall be authorized to endorse checks on behalf of the Committee.
- B. To prepare such reports, studies, publications, recommendations, and other works as may be necessary to accomplish the goals of the Committee.
- D. To retain and employ consultants and staff within the limitations of any funding received by the organization.
- E. To appoint additional sub-committees as may be advantageous to furthering the goals of the Committee.

### 3.6 Limitations

The Committee shall not have the power or authority to place any special duty or requirement or financial obligation on any one or more of the participating members.

## Article IV. Officers.

### 4.1 Officers



- A. The Committee shall elect by a majority, from amongst its members a Chairman, a Vice-Chairman, and a Secretary.
  - 1. The Chairman shall preside at each meeting.
  - 2. The Vice-Chairman shall preside in the absence of the Chairman. The Vice-Chairman shall also have primary responsibility for the finances of the Committee. The Vice-Chairman shall ensure that an adequate balance is maintained, and that accurate records are kept. The Vice-Chairman shall be responsible for balancing accounting reports against all monies allocated.
  - 3. The Secretary shall be responsible for recording the minutes of all meetings and maintaining a file of the Committee's records.
- B. All Officers shall be elected or re-elected annually by the Committee during the March meeting with Nominations occurring at the February meeting. The committee leadership term will be changed to April through March.
- C. The Committee may nominate participating members for each leadership position.

#### Article V. Sub-committees.

The Committee may create such sub-committees as may be needed, whose members shall be appointed by the Committee. The sub-committees shall report directly to the Committee.

#### Article VI. Amendments.

These bylaws may be amended upon an affirmative recommendation of the Dutchess County MS4 Coordination Committee and upon approval of two-thirds of the Committee as constituted. Proposed amendments to the bylaws shall not be proposed and adopted during the same Committee meeting.

Deputy Supervisor/Councilman William B. Johnson opened the Regular Meeting of the Town Board of the Town of Pawling at 7:00 PM March 9, 2016 at Pawling at Town Hall, 160 Charles Colman Blvd., Pawling, New York. Present were Councilmen Montemarano, Upham, DeRosa and approximately 7 interested citizens. Supervisor Kelly was absent.

#### PUBLIC COMMENT ON AGENDA ITEMS

Deputy Supervisor Johnson opened the meeting for public comment on agenda items and there were none.

#### MINUTES

The motion to approve the minutes of 2/3/2016, 2/10/2016 and 2/26/2016 was made by Deputy Supervisor Johnson, seconded by Councilman Upham, motion passed unanimously.

#### CONSENT AGENDA

##### **Resolution 2016052 Payment of Bills for the Town of Pawling**

Whereas, The Town of Pawling Bookkeeper has reviewed and prepared the vouchers and has offered them for review, and

Whereas, the vouchers have been approved in accordance with the Town of Pawling policy, and

Whereas, the vouchers have been numbered 20160191 through 20160349, now therefore, be it

Resolved, that the Pawling Town Board hereby accepts the vouchers as prepared and on the recommendation of the Bookkeeper and hereby authorizes payment of said vouchers for the Town of Pawling on this date in the amount of \$522,576.43.

##### **Resolution 2016053 Facility Use Requests - Waiver / Fees**

Whereas, the Town of Pawling operates facilities that from time to time will be used by the public for events other than the Town's own usage, and

Whereas, the Director of Recreation will periodically receive requests to waive the fees, and

Whereas, the Town Board sets the fees for the use of facilities, now, therefore, be it

Resolved, that the following fees / waiver(s) have been authorized by the Town Board:

Dutchess County Board of Election Presidential Primary: Tuesday April 19, 2016  
Location(s): Town Hall, Lathrop, and HWLCA  
Location time: 11:15am to 10:00pm

Pawling Lacrosse:	March to June 2016	Various times:
	REQUEST TO WAIVE FEES	
Pawling Lacrosse:	June 11, 2016	9am to 3pm
	REQUEST TO WAIVE FEES	

##### **Resolution 2016054 Acceptance: East of Hudson Watershed Corporation**

*Retrofit O & M*

Whereas, the Town of Pawling is a member of the East of Hudson Watershed Corporation (EOHWC), a not for profit local development corporation formed to assist the members in

complying with the Stormwater Retrofit Requirements of the Municipal Separate Storm Sewer System Permit (MS4 Permit), and

Whereas, EOHWC has installed and will continue to install Stormwater Retrofit Projects (SRPs) or has reimbursed member municipalities for installing SRPs in compliance with the five year Regional Stormwater Retrofit Plan and intends to do so for the second five-year plan to the extent funding is provided by New York City Department of Environmental Protection (DEP), and

Whereas, the MS4 Permit requires member municipalities to maintain each SRP for its useful life to ensure that it continues to operate as it was designed, and

Whereas, the Board of Directors of the EOHWC has adopted an O&M Policy providing for the equitable sharing of the costs and responsibilities of O&M by all member municipalities in a manner consistent with the MS4 Permit Bubble Compliance Concept, conditioned on the legislative body of each member municipality agreeing to comply with the terms and conditions of the O&M Policy, and

Whereas, approval of the O&M Policy is a Type II action exempt from the SEQRA under 6 NYCRR 617.5(c)(1) as it relates to the routine maintenance of the SRPs, and

Whereas, approval of the O&M Policy is in the best interest of the Town as it assures continued compliance by the Town with the MS4 Permit, now, therefore, be it

Resolved, by the Town Board of the Town of Pawling that:

The Town of Pawling accepts and agrees to the terms and conditions of the EOHWC O&M Policy, and authorizes the Supervisor to take whatever other actions are required to implement this resolution.

**MOTION:** Councilman Johnson

**SECOND:** Councilman DeRosa

**ROLL CALL VOTE:**

Councilman Johnson – “AYE”

Councilman DeRosa – “AYE”

Councilman Upham – “AYE”

Councilman Montemarano – “AYE”

Supervisor Kelly – “ABSENT”

**FURTHER BUSINESS**

**HIGHWAY SUPERINTENDENT SECRETARY ADDITIONAL HOURS**

Deputy Supervisor Johnson made a motion to authorize the Highway Superintendent to increase his secretary's hours from 10 hours up to 12 hours per week at his discretion and authorize the Supervisor to make the necessary budget transfers to fund those hours, seconded by Councilman DeRosa, motion passed unanimously.

**WHALEY LAKE DAM INFORMATIONAL MEETING AND NOTIFICATION**

Deputy Supervisor Johnson made a motion to hold the next Town Board Workshop meeting at the Holmes Whaley Lake Civic Association building, seconded by Councilman DeRosa, motion passed unanimously.

Deputy Supervisor Johnson introduced a resolution to authorize the Supervisor's Office to send out an informative post card letting people know of the public information Whaley Lake Dam

**BY-LAWS**  
**OF**  
**EAST OF HUDSON WATERSHED CORPORATION**

November 10, 2011  
As Amended March 29, 2012  
As Amended August 12, 2014

A New York Not-For-Profit Corporation

**ARTICLE I**  
**OFFICES; PURPOSES**

*SECTION 1. PRINCIPAL OFFICE*

The principal office of the Corporation for the transaction of its business shall be at 335 Route 202 in the Town of Somers, Westchester County, or such other place located within the County of Westchester, County of Dutchess or County of Putnam, State of New York, as may be designated by the Board of Directors.

*SECTION 2. OTHER OFFICES*

The Corporation may also have offices at such other places where it is qualified to do business, as its business may require and as the Board of Directors may designate from time to time.

*SECTION 3. OBJECTIVES AND PURPOSES; POWERS*

The Corporation shall have such purposes and powers as are set forth in its certificate of incorporation ("Certificate of Incorporation").

**ARTICLE II**  
**MEMBERS**

*SECTION 1. QUALIFICATIONS*

There shall be only one class of members. Only the municipalities located within the region known as the East of Hudson New York City Watershed, being those municipalities that lie wholly or partly within the boundaries of the drainage basins of the City of New York reservoirs located East of the Hudson River in Westchester, Putnam and Dutchess Counties, shall be eligible for membership in the Corporation. An eligible municipality may join as a member at any time prior to January 1, 2012, by resolution of the governing board of the municipality. Any municipality eligible to become a member may be added to the Corporation after January 1, 2012, by resolution of the governing board of the municipality and approval by a majority vote of





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the existing members. Members shall be represented by the Supervisor in the case of a town, the Mayor in the case of a village and by the County Executive in the case of a county (hereinafter referred to collectively as the "Chief Elected Officials").

## *SECTION 2. PLACE OF MEETING*

All meetings of members shall be held in the County of Westchester, County of Dutchess or the County of Putnam, State of New York, at such place as may be fixed from time to time by the Board of Directors, or at such other place within the State of New York as shall be designated from time to time by the Board of Directors and shall be stated in the notice of the meeting. All meetings of the members shall be conducted in accordance with the New York State Open Meetings Law.

## *SECTION 3. ANNUAL MEETINGS*

An annual meeting of members shall be held at least once a year to elect officers for the succeeding year on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, and shall transact such other business as the Board of Directors determines to be proper.

## *SECTION 4. SPECIAL MEETINGS*

Special meetings of members may be called by the Board of Directors or by the President or Secretary of the Corporation. Business transacted at a special meeting of members shall be confined to the purpose or purposes set forth in the notice of such meeting.

## *SECTION 5. NOTICE OF MEMBERS' MEETINGS*

(a) Notice. Written notice, stating the place, day and hour of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered either personally or by first-class mail, e-mail or facsimile to each member entitled to vote at such meeting to the address, fax number or email address as it appears on the record of members, not less than ten (10) nor more than fifty (50) days before the date of the meeting. A member may request, in writing, that it receive notice of a meeting via first-class mail. If notice is sent by first-class mail, the notice shall be deemed delivered when deposited in the United States mail, postage prepaid, directed to the member at its address as it appears on the records of the Corporation. Written notice shall also be published in a manner consistent with the New York State Open Meetings Law. No action may be taken on any matter that was not set forth in the notice of meeting.

(b) Waiver. Notice of meeting need not be given to any member who submits a waiver of notice, in person or by proxy, whether before or after the meeting. Waiver of notice may be written or electronic. If written, the waiver must be executed by the member's Chief Elected Official by signing such waiver or causing his or her signature to be affixed to such waiver by any reasonable means, including, but not limited to facsimile signature, and delivered to the Secretary of the Corporation. If electronic, the transmission of the waiver must be sent by email and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the member. The attendance of any member at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of

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such meeting, shall constitute a waiver of notice by such member.

#### *SECTION 6. QUORUM FOR MEETINGS*

Unless the Certificate of Incorporation provides otherwise, two-thirds (2/3) of all members of the Corporation entitled to vote and represented in person by the Chief Elected Official or by proxy at a meeting duly called and held shall constitute a quorum for the transaction of any business.

#### *SECTION 7. ADJOURNED MEETINGS*

The members who are present at a meeting may adjourn the meeting despite the absence of a quorum. When a determination has been made at a meeting by the members entitled to notice of, or to vote at, any meeting of members, such determination shall apply to any adjournment thereof, unless the members fix a new date for the adjourned meeting. When a meeting is adjourned to another time or place less than twenty-four (24) hours from the original day and time, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting any business may be transacted that might have been transacted at the original meeting. If the adjournment is for more than twenty-four (24) hours, or if after the adjournment a new date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each member entitled to vote at the meeting.

#### *SECTION 8. LIST OF MEMBERS*

The Secretary of the Corporation shall prepare and make available, at least ten (10) days before each meeting of members, a complete list of the members entitled to vote at such meeting, arranged by county in alphabetical order showing the Chief Elected Official, mailing address, email address and facsimile number of each member. Such list shall be open to the examination by any member, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and made available at the time and place of the meeting during the whole time thereof, and may be inspected by any member who is present.

#### *SECTION 9. ACTION BY MEMBERS*

Except as otherwise required by applicable law or as provided in the Certificate of Incorporation or otherwise in these By-laws, any corporate action to be taken by resolution by vote of the members shall be authorized by a majority vote of all members of the Corporation. At each and every meeting of the members, every member shall be entitled to vote in person represented by the Chief Elected Official of the member or by proxy appointed by the Chief Elected Official in writing. Each member shall be entitled to one vote of equal weight.

#### *SECTION 10. PROXIES*

Each Chief Elected Official entitled to vote at a meeting of members may in writing

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delivered to the Secretary of the Corporation in advance of or at a meeting authorize another person or persons to act for him/her by proxy, but no such proxy shall be voted or acted upon more than one year from its date.

#### *SECTION 11. MEMBERSHIP YEAR*

The membership year shall coincide with the calendar year for all members.

#### *SECTION 12. WITHDRAWAL*

A member may withdraw from membership in the Corporation upon thirty (30) days prior written notice to the Secretary of the Corporation of its intent to withdraw, following the adoption by such municipality's governing board of a resolution authorizing such withdrawal. The withdrawal shall be effective upon a date set forth in such notice no earlier than thirty (30) days from the date of such notice. The member shall be responsible for its apportioned share of all expenses incurred by the Corporation as of the effective date of withdrawal. The remaining members shall be responsible for the withdrawn member's share of the Corporation's expenses incurred after the effective date of the withdrawal by reallocation of such expenses among all remaining members. The member withdrawing from the Corporation will be entitled to rebate of any payments made to the Corporation in excess of its share of the Corporation's expenses that remains as of the effective date of withdrawal.

#### *SECTION 13. CREDITS FOR PHOSPHORUS REDUCTIONS*

In the event of a member's withdrawal, the credit for any reduction of phosphorus from the installation of one or more stormwater retrofit projects paid for wholly or partly with the Corporation's funds, including any grants or third-party contributions provided to the Corporation, shall remain with the remaining members for the benefit of the members' regional compliance with the Municipal Separate Storm Sewer System ("MS4") heightened requirements and shall not inure to the individual benefit of any municipality that withdraws from the Corporation.

#### *SECTION 14. AMENDMENTS*

Amendments of the Certificate of Incorporation and the By-Laws require the affirmative vote of two-thirds of the members entitled to vote. Any proposed amendment must be included in the notice of the meeting before it can be voted upon.

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## ARTICLE III DIRECTORS

### *SECTION 1. POWERS*

Subject to the provisions of the New York Not-For-Profit Corporation Law, Public Authorities Law, and any limitations in the Certificate of Incorporation and these By-laws, the activities and affairs of the Corporation shall be conducted and all corporate powers shall be exercised by, or under the direction of, the Board of Directors.

### *SECTION 2. COMPOSITION OF THE BOARD*

(a) The Board of Directors shall be composed of the Chief Elected Officials of the members.

(b) As used in these By-laws, the term "entire Board" means the total number of Directors entitled to vote that the Corporation would have if there were no vacancies.

### *SECTION 3. DUTIES*

It shall be the duty of the Directors to:

(a) Perform any and all duties imposed on them collectively or individually by law, by the Certificate of Incorporation or by these By-laws, including, if appropriate, amendments of these By-laws.

(b) Appoint and remove, employ and discharge, and, except as otherwise provided in these By-laws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the Corporation.

(c) Supervise all officers, agents and employees of the Corporation to assure that their duties are performed properly.

(d) Meet at such times and places as required by these By-laws.

(e) Register their addresses with the Secretary of the Corporation. Notices of meetings mailed or delivered by facsimile or email to the Directors at such addresses shall be valid notice thereof.

### *SECTION 4. COMPENSATION*

The Board of Directors shall serve without compensation. Directors shall be allowed reasonable advancement or reimbursement for expenses incurred in the performance of their regular duties as specified in Section 3 of this Article.

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#### *SECTION 5. RESTRICTION REGARDING INTERESTED DIRECTORS*

Neither the Corporation nor any of its Directors, officers, members, partners or employees shall have any private interest nor shall they acquire any private interest, directly or indirectly, in any contracts or subcontracts that would or may conflict in any manner or degree, or provide the appearance of a conflict, with the performance of their duties to the Corporation as provided herein or as otherwise provided by law.

#### *SECTION 6. PLACE OF MEETINGS*

All meetings of the Board shall be held in the County of Westchester, County of Dutchess or the County of Putnam, State of New York, at such place as may be fixed from time to time by the Board of Directors, or at such other place within the State of New York as shall be designated from time to time by the Board of Directors and shall be stated in the notice of the meeting.

#### *SECTION 7. REGULAR, SPECIAL AND ANNUAL MEETINGS*

A meeting of the Board of Directors shall be held at least once a year immediately following the annual meeting of members, for the election of officers and for the transaction of such other business as may properly come before the meeting. Such annual meetings shall be noticed in the same manner as special meetings. Special meetings of the Board may be called by any two Directors and may be held at any place within the State of New York that has been designated in the notice of the meeting. If not specified in the notice of the meeting, all meetings shall be held at the principal office of the Corporation. The business transacted at all meetings of the Board shall be confined to the purpose or purposes set forth in the notice of the meeting, except as provided in Section "12" of this Article. All meetings of the Board of Directors shall be conducted in accordance with the New York State Open Meetings Law.

#### *SECTION 8. NOTICE OF MEETINGS*

(a) Notice. Written notice of a regular meeting of the Board of Directors shall be delivered either personally or by mail, or by e-mail or facsimile to each Director entitled to vote at such meeting, not less than seven (7) days before the date of the meeting. Notice shall be provided to the mailing address, email address or facsimile number on file with the Corporation's Secretary. A Director may request, in writing, that it receive notice of a meeting via first-class mail. Special meetings of the Board shall be held upon four (4) days notice. A copy of the notice of any Board of Directors meeting shall also be provided to the news media selected by the Board. If notice is sent by mail, the notice shall be deemed delivered when deposited in the United States mail, postage prepaid, directed to the member at its address as it appears on the records of the Corporation. Written notice shall also be published in a manner consistent with the New York State Open Meetings Law. No action may be taken on any matter that was not set forth in the notice of meeting. Notice of the time and place of holding an adjourned meeting need not be given to absent Directors if the time and place of the adjourned meeting are fixed at the meeting adjourned and if such adjourned meeting is held no more than twenty-four (24) hours from the time of the original meeting. Notice shall be given of any adjourned regular or special meeting to Directors absent from the original meeting if the adjourned meeting is held more than twenty-four (24) hours from the time of the original meeting.



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(b) Waiver. Notice of a meeting need not be given to any Director who submits a waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director. Such waiver of notice may be written or electronic. If written, the waiver must be executed by the Director or Chief Elected Official signing such waiver or causing his or her signature to be affixed to such waiver by any reasonable means including but not limited to facsimile signature. If electronic, the transmission of the consent must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the Director.

#### *SECTION 9. CONTENTS OF NOTICE*

Notice of all regular and special meetings of the Directors shall specify the place, day and hour of the meeting and the purpose or purposes for which the meeting is called.

#### *SECTION 10. QUORUM FOR MEETINGS*

A quorum shall consist of two-thirds (2/3) of the entire Board present in person or represented by an Alternate appointed in writing by the Member. Except as otherwise provided in these By-laws, in the Certificate of Incorporation, or by law, no business shall be considered by the Board at any meeting at which a quorum is not present. The only motion the President shall entertain at a meeting at which a quorum is not present is a motion to adjourn. A majority of the Directors present at such meeting may adjourn the meeting from time to time until the time fixed for the next regular meeting of the Board. At the adjourned meeting, any business may be transacted that might have been transacted at the original meeting provided a quorum is present. When a meeting is adjourned for lack of quorum, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted at such a meeting, other than by announcement of the meeting at which the adjournment is taken, except as provided in Section 8 of this Article. The Directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of Directors from the meeting, provided that any action thereafter taken must be approved by a majority of the entire Board or such greater percentage as may be required by law, the Certificate of Incorporation or these By-laws.

#### *SECTION 11. BOARD ACTION*

Every act performed or decision made by resolution of a majority of the entire Board at a meeting duly held at which a quorum is present shall be the act of the Board of Directors, unless the Certificate of Incorporation, these By-laws or provisions of the New York Not-For-Profit Corporation Law require a greater percentage of votes for approval of a matter by the Board. Each Director shall be entitled to one vote of equal weight.

#### *SECTION 12. CONDUCT OF MEETINGS*

Meetings of the Board of Directors shall be presided over by the President of the Corporation or, in his or her absence, by the Vice President of the Corporation, or in the absence of

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each of these persons, by a Chair chosen by a majority of the Directors present at the meeting. The presiding officer shall prepare the agenda for the meetings and provide the agenda with the notice of meeting. The Secretary of the Corporation shall act as secretary of all meetings of the Board, provided that in his or her absence, the presiding officer shall appoint another person to act as secretary of the meeting. Directors may add matters to the agenda at the meeting, but may not take action on such matters if they were not disclosed in the notice of meeting, unless all Directors or their proxies are present and vote unanimously to take action.

### *SECTION 13. ALTERNATES*

In the absence of a Director from a meeting of the Board, his/her Alternate may, upon written notice to the Secretary of the Corporation, attend such meeting and exercise therein the rights, powers, and privileges of the absent Director. When so exercising the rights, powers, and privileges of the absent Director, such Alternate shall be subject in all respects to the provisions of the Certificate of Incorporation and these By-laws governing Directors.

## **ARTICLE IV OFFICERS**

### *SECTION 1. NUMBER OF OFFICERS*

The officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer. The Corporation may also have, as determined by the Board of Directors, one or more Vice Presidents, and one or more Assistant Secretaries, Assistant Treasurers or other officers. Any number of offices may be held by the same person except that the Secretary may not serve concurrently as the President.

### *SECTION 2. QUALIFICATION, ELECTION, AND TERM OF OFFICE*

Officers shall be elected by the Board of Directors, at the annual meeting of Directors, and shall hold office for one (1) year and until their respective successors shall be elected and qualified. A member of the Board of Directors may also serve as an officer of the Corporation. No employee of the Corporation may serve as Chair of the Board or President or hold any other title with similar responsibilities.

### *SECTION 3. SUBORDINATE OFFICERS*

The Board of Directors may appoint such other officers or agents as it may deem desirable, and such officers shall serve such terms, have such authority, receive such compensation, if any, and perform such duties as may be prescribed by the Board of Directors.

### *SECTION 4. REMOVAL AND RESIGNATION*

Any officer may be removed, either with or without cause, by the Board of Directors, at any time. Any officer may resign at any time by submitting written notice to the Board of Directors or to the President or Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later date specified therein, and, unless otherwise specified

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therein, the acceptance of such resignation shall not be necessary to make it effective. The provisions of this Section shall be superseded by any conflicting terms of a contract between the Corporation and an officer of the Corporation that has been approved or ratified by the Board of Directors and that relates to the employment of such officer.

#### *SECTION 5. VACANCIES*

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by vote of the Board of Directors as provided in Section 11 of Article III. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the Board may or may not be filled, as the Board shall determine.

#### *SECTION 6. DUTIES OF PRESIDENT*

Unless another person is specifically appointed as Chair of the Board of Directors, the President shall preside at all meetings of the Board of Directors. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the Certificate of Incorporation, or by these By-laws, or that may be prescribed by the Board of Directors. Except as otherwise expressly provided by law, by the Certificate of Incorporation or by these By-laws, the President shall, in the name of the Corporation, execute such deeds, mortgages, bonds, contracts, checks or other instruments that may be authorized by the Board of Directors.

#### *SECTION 7. DUTIES OF VICE PRESIDENT*

In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions imposed upon, the President. The Vice President shall have other powers and perform such other duties as may be required by law, by the Certificate of Incorporation, or by these By-laws, or as may be prescribed by the Board of Directors.

#### *SECTION 8. DUTIES OF SECRETARY*

The Secretary shall:

- (a) certify and keep at the principal office of the Corporation the original or a copy of these By-laws, as amended to date;
- (b) keep and maintain, or cause to be kept and maintained, at the principal office of the Corporation or at such other place as the Board may determine, a book of minutes of all meetings of the members, all meetings of the Directors, and, if applicable, meetings of committees of Directors, recording therein the date, time and place of holding, whether regular, special or annual, how called, how notice thereof was given, the names of those present at the meeting, and the proceedings thereof;
- (c) ensure that all notices are duly given in accordance with the provisions of these By-

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laws or as required by law;

(d) be custodian of the membership ledger of the Corporation, the corporate records of the Corporation and of the corporate seal of the Corporation, if one is designated by the Board of Directors, and ensure that the seal is affixed to all duly executed documents, the execution of which on behalf of the Corporation under its seal is authorized or required by law, these By-laws or by the Board of Directors;

(e) exhibit at all reasonable times to any Director of the Corporation, or to his or her agent or attorney, on request therefor, the By-laws and the minutes of the proceedings of the members or of the Directors of the Corporation; and

(f) in general, perform all duties incident to the office of the Secretary and such other duties as may be required by law, by the Certificate of Incorporation, or by these By-laws, or that may be prescribed by the Board of Directors.

#### *SECTION 9. DUTIES OF TREASURER*

The Treasurer shall:

(a) supervise the charge and custody of all funds and securities of the Corporation, and the deposit of all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors;

(b) keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times;

(c) deposit or cause to be deposited all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors;

(d) disburse or cause to be disbursed the funds of the Corporation as may be ordered by the Board of Directors;

(e) render to the President and Directors, whenever they request it, an account of all transactions of the Corporation; and

(f) in general, have other powers and perform all duties incident to the office of the Treasurer and such other duties as may be required by law, by the Certificate of Incorporation, or by these By-laws, or that may be prescribed by the Board.

#### *SECTION 10. COMPENSATION*

The salaries of the officers, if any, shall be fixed from time to time by resolution adopted by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a Director of the Corporation. Any Director or Officer who may benefit from a compensation arrangement may not be present or otherwise participate in the any deliberations regarding that arrangement, provided that the Board or authorized Committee may

request that such person who may benefit from such compensation present information as background or answer questions at a committee or Board meeting prior to the commencement of deliberations or voting relating thereto. In all cases, any salaries received by officers of the Corporation shall be reasonable and given in return for services actually rendered the Corporation that relate to the performance of the public purposes of the Corporation.

## **ARTICLE V STANDARDS OF CONDUCT**

### *SECTION 1. STANDARD OF CARE*

(a) Each Director and officer shall perform his or her respective duties as a member of the Board and/or as an officer in good faith, and with that degree of diligence, care and skill, including reasonable inquiry, as an ordinarily prudent person would exercise under similar circumstances in like positions.

(b) In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(i) one or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented;

(ii) counsel, public accountants or other persons as to matters that the Director reasonably believes to be within such person's professional or expert competence; or

(iii) a committee of the Board upon which the Director does not serve, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence, so long as in any such case, the Director acts in good faith with the degree of care specified in the paragraph "(a)" of this Section, and without knowledge that would cause such reliance to be unwarranted.

(c) Except with respect to assets held by the Corporation for use or used directly in carrying out the Corporation's purposes, in investing, reinvesting, purchasing, acquiring, exchanging, selling and managing the Corporation's investments, the Board shall avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the Corporation's capital. No investment violates this section if it conforms to provisions authorizing such investment contained in an instrument or agreement pursuant to which the assets were contributed to the Corporation.

### *SECTION 2. PROHIBITED TRANSACTIONS*

Except as provided herein, the Corporation shall not make any loan of money or property to a Director or officer, or to an employer of a Director or officer, or guarantee the obligation of, any Director or officer or family member of any Director or officer, provided, however, that the Corporation may advance money to a Director or officer of the Corporation for expenses reasonably anticipated to be incurred in performance of the duties of such Director officer so long as such



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individual would be entitled to be reimbursed for such expenses absent that advance, and provided further that this provision shall not prohibit the Corporation from making any loan of money or property or any grant of funds to a member for the purposes of carrying out a stormwater retrofit project of a member or of the Corporation.

### *SECTION 3. RELATED PARTY TRANSACTIONS*

(a) The Corporation shall not enter into any related party transaction unless the transaction is determined by the Board to be fair, reasonable and in the Corporation's best interest at the time of such determination.

(b) Any Director, officer or key employee who has an interest in a related party transaction shall disclose in good faith to the Board, or an authorized committee thereof, the material facts concerning such interest.

(c) With respect to any related party transaction in which a related party has a substantial financial interest, the Board, or an authorized committee thereof, shall in good faith: (i) prior to entering into the transaction, consider alternative transactions to the extent available; (ii) approve the transaction by not less than a majority vote of the Directors or committee members present at the meeting; and (iii) contemporaneously document in writing the basis for the Board or authorized committee's approval, including its consideration of any alternative transactions.

(d) No related party may participate in deliberations or voting relating to matters set forth in this section; provided that nothing in this section shall prohibit the Board or authorized committee from requesting that a related party present information concerning a related party transaction at a Board or committee meeting prior to the commencement of deliberations or voting relating thereto.

(e) Any transaction in violation of such restrictions shall be voidable by the Board of Directors.

(f) A contract or transaction between the Corporation and a member municipality relating to a stormwater retrofit project shall not be considered a "related-party transaction."

### *SECTION 4. NON-LIABILITY OF DIRECTORS AND OFFICERS*

No Director or officer shall be personally liable to the Corporation in the Corporation's own behalf or for the benefit of the Corporation's creditors for damages for any breach of duty as a Director or officer; provided, however, that the foregoing shall not eliminate or limit the liability of a Director or officer if a judgment or other final adjudication adverse to such Director or officer establishes that such Director's or officer's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that such Director or officer personally gained in fact a financial profit or other advantage to which he or she was not legally entitled, or that such Director's or officer's acts violated Section 719 of the New York Not-For-Profit Corporation Law.

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*SECTION 5. INDEMNIFICATION BY CORPORATION OF DIRECTORS AND OFFICERS*

If a Director or officer of the Corporation is made, or threatened to be made, a party to any civil or criminal action or proceeding (including without limitation, actions or proceedings of an administrative or investigative nature) in any matter arising from the performance by such Director or officer of his or her duties for or on behalf of the Corporation, then, to the full extent permitted by law, the Corporation shall:

(a) Promptly upon written request to the Corporation by, or on behalf of, any Director or officer therefor, undertake the defense of any such action or proceeding for the benefit of such Director or officer, at the Corporation's expense, subject to the right granted to such Director or officer hereby to select legal counsel of his or her reasonable choice and/or to participate in his or her own defense, and subject also to receipt of the undertaking specified by paragraph (c) of section 723 of the New York Not-For-Profit Corporation Law, to repay such amount as, and to the extent required by, paragraph (a) of section 725 of the New York Not-For-Profit Corporation Law, as such statutes may be amended; and

(b) Indemnify such Director or officer for all sums paid by him or her in the way of judgments, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, subject to the proper application of credit for any sums advanced to the Director or officer pursuant to clause (a) of this section.

Such right of indemnification shall be a contract right that may be enforced in any manner desired by such Director or officer. Such right of indemnification shall not be exclusive of any other right that such Director or officer may have or hereafter acquire. Without limiting the generality of the foregoing, such Director or officer shall be entitled to his or her rights of indemnification under the Certificate of Incorporation, any agreement, resolution of members, resolution of Directors, provision of law or otherwise, as well as his or her rights under this bylaw.

The indemnification provided for in this section may apply whether or not the claim asserted is based on matters which antedate the adoption of this By-law and may continue as to a person who has ceased to be a Director, officer, incorporator, employee or agent and may inure to the benefit of the heirs and personal representatives of such a person. An application for indemnification by the Corporation must be made on notice to the Attorney General.

*SECTION 6. INSURANCE FOR INDEMNIFICATION OF DIRECTORS AND OFFICERS*

To the extent not prohibited by the New York Not-For-Profit Corporation Law, the Corporation shall, by resolution, purchase and maintain insurance:

(a) To indemnify the Corporation for any liability that it may incur as a result of the indemnification of Directors and officers; and

(b) To indemnify Directors and officers against any liability, whether or not the Corporation would have the power to indemnify such Director or officer against such liability under

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the provisions of Section 722 of the New York Not-For-Profit Corporation Law.

#### *SECTION 7. DEFINED TERMS*

(a) An Affiliate of a corporation means any entity controlled by, in control of, or under common control with such corporation.

(b) Independent director means a Director who: (i) is not, and has not been within the last three years, an employee of the corporation or an affiliate of the corporation, and does not have a relative who is, or has been within the last three years, a key employee of the corporation or an affiliate of the corporation; (ii) has not received, and does not have a relative who has received, in any of the last three fiscal years, more than ten thousand dollars in direct compensation from the corporation or an affiliate of the corporation (other than reimbursement for expenses reasonably incurred as a Director or reasonable compensation for service as a Director as permitted by paragraph (a) of section 202 of the Not-For-Profit Corporation Law; and (iii) is not a current employee of or does not have a substantial financial interest in, and does not have a relative who is a current officer of or has a substantial financial interest in, any entity that has made payments to, or received payments from, the corporation or an affiliate of the corporation for property or services in an amount which, in any of the last three fiscal years, exceeds the lesser of twenty-five thousand dollars or two percent of such entity's consolidated gross revenues. For purposes of this subparagraph, "payment" does not include charitable contributions.

(c) Relative of an individual means his or her (i) spouse, ancestors, brothers and sisters (whether whole or half blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren, and great-grandchildren; or (ii) domestic partner as defined in section twenty-nine hundred ninety-four-a of the public health law.

(d) Related party means (i) any Director, officer or key employee of the Corporation or any affiliate of the Corporation; (ii) any relative of any Director, officer or key employee of the Corporation or any affiliate of the Corporation; or (iii) any entity in which any individual described in clauses (i) and (ii) of this subparagraph has a thirty-five percent or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of five percent.

(e) Related party transaction means any transaction, agreement or any other arrangement in which a related party has a financial interest (as defined in Article X of these Bylaws) and in which the Corporation or any affiliate of the Corporation is a participant.

(f) Key employee means any person who is in a position to exercise substantial influence over the affairs of the Corporation, as referenced in 26 U.S.C. § 4958(f)(1)(A) and further specified in 26 CFR § 53.4958-3(c), (d) and (e), or succeeding provisions.

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## ARTICLE VI COMMITTEES

### *SECTION 1. COMMITTEES*

(a) Board Committees. The Corporation shall have committees as may from time to time be designated by resolution of the Board of Directors consisting of not less than three (3) Directors, to aid and assist the Board in the management and affairs of the Corporation. Such committees may include persons who are not also members of the Board, but non-Board members may not vote. These committees shall have the power delegated to them by the Board of Directors by resolution or as set forth in these By-Laws.

(i) The Board of Directors shall establish an Audit Committee. It shall be the responsibility of the committee, in part, to recommend to the Board the hiring of a certified independent accounting firm for the corporation, establish the compensation to be paid to the accounting firm, and provide direct oversight of the performance of the independent audit performed by the accounting firm hired for such purposes.

(ii) The Board of Directors shall establish a Governance Committee. It shall be the responsibility of the committee to keep the Board informed of current best governance practices, to review corporate governance trends, to update the corporation's governance principles, and to advise appointing authorities on the skills and experiences required of potential board members.

(iii) The Board of Directors shall establish an Executive Committee, with the composition and authorities and responsibilities as determined by the Board of Directors by resolution or as set forth in these By-Laws, provided that the President of the Corporation shall serve as chair of the Executive Committee. The Executive Committee shall be comprised of three Directors from Westchester County members, three Directors from Putnam County members, and one Director from Dutchess County members. The Executive Committee is authorized to approve SEQRA significance determinations, requests for proposals for engineering services, engineering contracts, requests for construction bids, construction contracts, installation agreements with municipalities and other landowners, easements, change orders, reimbursement agreements with municipalities, and all payments related to approved stormwater retrofit projects.

(b) Advisory committees.

(i) The Board of Directors shall establish a Technical Committee, consisting of non-Board members with technical or planning expertise. It shall be the responsibility of the committee to keep the board informed of engineering and scientific information with respect to stormwater retrofits, total maximum daily loads, phosphorus modeling, waste load allocations and other technical issues related to the New York City Watershed.

(ii) The Board of Directors, by resolution, may appoint from time to time such other committees as the Board shall deem necessary, but no such committee shall have the authority to bind the Board. Provisions of the chapter applicable to Officers generally shall apply to members of such committees.

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(c) The Board may designate one or more Directors as alternate members of any committee, who may replace any absent member or members at any meeting of such committee. Each committee of the Board shall serve at the pleasure of the Board. The designation of any such committee and the delegation thereto of authority shall not alone relieve any Director of his duty to the corporation under section 717 of the N-PCL.

## **ARTICLE VII GRANTS ADMINISTRATION**

### ***SECTION 1. PURPOSE OF GRANTS***

This Corporation shall have the power to make grants and to render other financial assistance for the purposes expressed in the Certificate of Incorporation of the Corporation.

## **ARTICLE VIII MISCELLANEOUS**

### ***SECTION 1. INTERPRETATION***

To the extent that any provision of these By-laws may conflict with any provision of the Certificate of Incorporation, the Certificate of Incorporation shall govern.

### ***SECTION 2. CERTAIN LAWS MADE APPLICABLE***

The Corporation shall at all times be bound by, and subject to the following laws: (a) the New York State Open Meetings Law (Public Officers Law, Article 7), as amended to the same extent as a "public body" except to the public notice and enforcement requirements of sections 104 and 107 of the Public Officer's Law, respectively; (b) sections 64, 67, 69-a, 70, 73(5) and 76 of the New York State Ethics in Government Act (Public Officers Law, Article 4), and sections 87 and 89(3) of the New York State Freedom of Information Law (Public Officers Law, Article 6), as amended, to the same extent as an agency. The Corporation shall comply with the requirements of the Public Authorities Accountability Act as they apply to a local authority.

# **East of Hudson Watershed Corporation Manual of Project Selection Policy and Procedures**

**BOARD OF DIRECTORS  
EOHWC**

**[WWW.EOHWC.ORG](http://WWW.EOHWC.ORG)**

Version 1.0



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**Part 1 Introduction****Part 1 Introduction*****1.01 Purpose of Project Selection Policies and Procedures Manual***

The Manual of Project Selection Policies and Procedures of the East of Hudson Watershed Corporation (“EOHWC”) is the official document of the Corporation for the selection and implementation of Stormwater Retrofit Projects (SRPs).

The purpose of the Manual of Project Selection Policies and Procedures is to provide detailed information on the process which projects are selected and approved by the EOHWC staff and the Executive Committee. This Manual should guide employees, officers and municipal members of the EOHWC in the selection and approval of projects as part of the EOHWC Stormwater Retrofit Plan.

This Manual constitutes all current project selection policies and standards that have been developed by the EOHWC, unless otherwise noted, through the time of issuance.

***1.02 Scope and Organization***

The general organization of the Manual of Project Selection Policies and Procedures is as follows:

<b>Section 1 Introduction</b>	Provides a description of the purpose of the Manual and its organization.
<b>Section 2 Preliminary Project Identification</b>	Describes the system of project proposals to EOHWC and selection from the approved NYSDEC Work Plan.
<b>Section 3 Requirements of the Municipalities on Design Projects</b>	Sets forth requirements of the Municipalities to identify any MS4 requirements for projects (i.e. planning, zoning, wetlands regulations).
<b>Section 4 Executive Committee Project Approvals</b>	Establishes policies for approvals at various milestones in the project schedule by the Executive Committee.

**Part 2 Preliminary Project Identification****Part 2 Preliminary Project Identification****2.01 NYSDEC Approved Work Plan**

All projects which are to be considered for design are to be part of the NYSDEC approved Work Plan. No design efforts are to take place on a project which has not been accepted by the NYSDEC and authorized for inclusion in the Work Plan.

An overarching Work Plan for the first 5 years of the program was submitted to the NYSDEC; likewise the same applies to the next 5 years. All subsequent Work Plans are submitted annually to the NYSDEC and are composed of projects which were part of the original 5-Year Plan and/or may include additional projects which were identified at another time.

**2.02 Identification of New Projects****1. General**

All municipalities are expected to identify any new water quality projects which can be incorporated into the EOHWC Work Plan.

**2. Project Site Evaluation**

To guarantee program success, optimal phosphorus loading conditions must be identified by the municipalities. The phosphorus loading on a project site is driven by the land use characteristics of the tributary drainage area. The typical land use identified in EOHWC projects, in order of phosphorus loading, are as follows:

1. Developed Open Space (0.59 mg/l) [Subject to NYSDEC revision as of 10/01/2015];
2. Impervious (0.50 mg/L)
3. Industrial (0.45 mg/L);
4. Residential (0.41 mg/L);
5. Actively Grazed Pasture (0.40 mg/L);
6. Commercial (0.34 mg/L); and
7. Forest (0.15 mg/L)

Emphasis on identifying impervious areas for phosphorus reduction projects is encouraged. The EOHWC program utilizes approved NYSDEC methods for calculating the volume of water to be treated on a project site. This method is driven heavily by the percentage of impervious cover on a project site. Therefore, the EOHWC will obtain the greatest phosphorus reduction from project sites with the most impervious cover. Projects which are constructed on unpaved roads will carry a heavier O&M burden and must be considered on a case by case basis. As such, the Municipality will be required to take on the additional O&M expenses for these projects.

**3. Stormwater Retrofit Selection**

All SRPs are assigned a phosphorus reduction value (a reduction percentage) and therefore some project types are favored over others. In selecting an SRP type, the EOHWC must consider the cost of construction as well as the cost of operations and maintenance (O&M). The typical retrofit types in order of recommended use by the EOHWC are as follows:

**Part 2 Preliminary Project Identification**

1. Channel Stabilization;
2. Dry Swales;
3. Infiltration;
4. Surface Sand Filter;
5. Stormwater Ponds;
6. Organic Filter;
7. Stormwater Wetlands;
8. Wet Swales;
9. Stormwater Filtration Units (Stormtech, Hydrodynamic Separators, etc)
10. Bioretention; and
11. Underground Sand Filter

**D. Ownership of Property**

Preference is given to publically owned (Town or County) property for all SRP locations. The municipalities are responsible for contacting any private property owners within their jurisdiction to discuss placement of a SRP prior to submitting a project for review to the EOHWC. Failure to do so by a municipality may result in a delay of the project completion.

## **Part 3 Requirements of the Municipalities on Design Projects**

### **3.01 Permitting**

The EOHWC acts on behalf of every Municipality within its jurisdiction. All municipalities are required to share all permitting steps with the Corporation ahead of the project being released for design. The EOHWC respects that each individual municipality is subject to different regulations for zoning, building, wetlands, and various other land development requirements, however all MS4s are required to clearly state these regulations to the EOHWC. All projects are being performed on behalf of the municipality and the EOHWC should be granted the same permitting path as an MS4 designated project.

### **3.02 Easements**

Easements are required on all privately owned project sites. Both a temporary construction easement and permanent easement will be required to execute the construction and maintenance of a project. Prior to the beginning of the design phase of a project, the MS4 is required to begin communications with any private property owner to facilitate the execution of the necessary easements. All municipalities are encouraged to execute a Memorandum of Understanding (MOU) with any private property owners to ensure that any project which begins the design phase will in fact be installed and constructed.

### **3.03 Installation Agreements**

An Installation Agreement must be signed by the Municipality, the property owner (if different than the Municipality), and the EOHWC at the 30% design milestone. This installation agreement will be a legally binding document which at a minimum includes the following:

1. The property owner gives permission for the SRP to be installed on their property;
2. The temporary construction and permanent O&M easements are illustrated and agreed upon;
3. The project description is clearly stated; and
4. The Municipality takes responsibility for the O&M for the lifetime of the project.

### **3.04 Municipal Reimbursements**

All projects which are executed by the participating MS4s, that contain phosphorus reduction elements, are eligible for municipal reimbursements. To qualify for reimbursement from the EOHWC, all MS4s must follow the below criteria:

1. The EOHWC must be notified of the project prior to commencement;
2. Design and construction costs must be incurred by following the EOHWC Procurement Policy;
3. All municipal projects must meet the EOHWC design and construction standards including but not limited to the EOHWC Design Manual and Project Closeout process.
4. All payment requests and submissions are to follow the approved EOHWC Fiscal Policy

Failure to fulfill the above requirements may lead to withholding of a full reimbursement of the completed stormwater project.

## **Part 4 Executive Committee Project Approvals**

### ***4.01 Requests for Proposal Approvals***

Upon recommendation of the EOHWC staff, the Executive Committee (EC) will award engineering contracts to the firms which are deemed the lowest qualified bidders. This recommendation will be based upon the price of the contract, recommendations by outside sources for the firms, and/or prior EOHWC work experience with the firms. Along with the recommendation of the firm, the EOHWC staff will supply an estimated efficiency (in dollars spent for the project per kilogram of phosphorus removed by the SRP) for the project which will be based off prior construction and engineering experience.

### ***4.02 Thirty-Percent Design Review (Initial Evaluation)***

All design contracts are required to be reviewed at the 30% (or Initial Evaluation) milestone. Upon recommendation from the EOHWC staff, the EC will review the estimated efficiency of a design project to determine whether it is a safe investment for the Corporation to pursue. The review will identify the following:

1. The Engineer's Opinion of Probable Construction Cost (EOPCC);
2. Estimated Phosphorus Removal (kg/yr);
3. Updated efficiency of the project (\$/kg removed); and
4. Status of all easements required to execute the project.

### ***4.03 Awarding the Construction Contract***

Upon recommendation from the EOHWC staff and the design engineer, the EC will award the construction contract to the lowest responsible bidder. At such time, the contract will be awarded based off of the same criteria as discussed in Section 4.02 of this manual.



# **East of Hudson Watershed Corporation Manual of Fiscal Policies and Procedures**

Adopted by Board of Directors August 9, 2016

**BOARD OF DIRECTORS  
EOHWC**

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**Part 1 Introduction****Part 1 Introduction****1.01 Purpose of Fiscal Policies and Procedures Manual**

- A. The Manual of Fiscal Policies and Procedures of the East of Hudson Watershed Corporation ("EOHWC") is the official document of the Corporation for the conduct of business and the accounting and administration of funds.
- B. The purpose of the Manual of Fiscal Policies and Procedures is to provide detailed information on the accounting and administration of funds. This Manual should guide employees, officers and Directors of the EOHWC in the application of various Federal, State, City and local laws and regulations.
- C. This Manual constitutes current fiscal policies and standards that have been developed by the EOHWC, unless otherwise noted, through the time of issuance. EOHWC has adopted additional policy documents, which are referred to (and underlined) throughout this document.
- D. In the event that the Executive Director position is vacant, all functions to be performed by the Executive Director as set forth herein shall be performed by the President unless expressly stated in this policy or otherwise approved by resolution.
- E. The Administrative Officer in this policy document refers to the Executive Director when the Corporation has appointed an Executive Director, and otherwise refers to the Director of Engineering. The purpose of this designation is for separation of duties under internal control procedures.

**1.02 Scope and Organization**

The general organization of the Manual of Accounting Policies is as follows:

<b>Part 1 Introduction</b>	Provides a description of the purpose of the Manual and its organization.
<b>Part 2 Internal Controls</b>	Describes the system of corporation, system and human controls in place to safeguard the assets of the EOHWC and to ensure business is conducted in an ethical manner.
<b>Part 3 Accounting Procedures</b>	Sets forth policies for the operation of the financial management structure of the EOHWC.
<b>Part 4 Assets</b>	Establishes policies for accounting for the Corporation's assets.
<b>Part 5 Liabilities</b>	Establishes policies for accounting for the Corporation's liabilities.
<b>Part 6 Cost Accounting Policies</b>	Presents policies and procedures used for accounting for goods and services for the EOHWC.

**1.03 Definition of Terms**

Terms referenced are as defined in the Public Authorities Accountability Act and implementing regulations, the Funding Agreement between New York City and EOHWC ("Funding Agreement"),

**Part 1 Introduction**

and the New York City Watershed Memorandum of Agreement dated January 21, 1997 (“Watershed MOA”).

**Part 2 Internal Controls****Part 2 Internal Controls****2.01 General Business Conduct and Disclosure**

- A. Unethical actions, or the appearance of unethical actions, are unacceptable under any conditions.
- B. EOHWC has adopted a Code of Ethics, which is reviewed and readopted annually by the Board of Directors. This policy is distributed to and acknowledged by each Board member and employee after readopting. At the same time the policy is distributed, Conflict of Interest forms are also requested to be completed and signed by all Board members and employees. Once completed, they are distributed to the designated Ethics Officer and Board members. If a conflict is suspected, it is the duty of the Board to address and work towards resolution, following the procedures outlined in the Code of Ethics.

**2.02 Compliance with Laws****A. General**

All situations should be evaluated to eliminate all appearances or actual non-compliance issues and reviewed with supervisors, who may in turn refer the matter to the Corporate Counsel.

**B. Political Contributions**

No funds or assets of the Corporation may be contributed to any political party or organization or to any individual who either holds public office or is a candidate for public office. The direct or indirect use of any funds or other assets of the Corporation for political contributions in any form, whether in cash or other property, services, or the use of facilities, is strictly prohibited. The Corporation also cannot be involved with any committee or other organization that raises funds for political purposes. This rule applies both inside and outside the United States, except in those cases permitted by law and expressly authorized by the Board of Directors of the EOHWC.

Following are examples of prohibited activities:

1. Contributions by an employee that are reimbursed through expense accounts or in other ways.
2. Purchase by the Corporation of tickets for political fundraising events.
3. Contributions in kind, such as lending employees to political parties or using Corporation assets in political campaigns.
4. Indirect contributions by the Corporation through suppliers, funding sources or agents.

**C. Government Officials**

The EOHWC is legally prohibited from offering, promising or bestowing money, gifts, loans, rewards, services, use of facilities, lavish or extensive entertainment or other favors to an employee with a view toward influencing or inducing such official or employee to use his/her influence to effect an action or decision. You must refrain from such acts. This includes any employee of a Federal, State, City or local government agency.

**D. Record Keeping**

Corporation books, records and accounts must be maintained in conformity with generally accepted accounting principles and subject to Government Auditing Standards to provide an accurate and auditable record of all financial transactions. Corporation assets are safeguarded for maintaining an auditable record of financial holdings.



**Part 2 Internal Controls**

Further, the Corporation specifically requires that:

1. No funds or accounts may be established or maintained for purposes that are not fully and accurately described on the books and records of the Corporation.
2. Receipts and disbursements must be fully and accurately described on the books and records of the Corporation.
3. No false entries may be made on the books or neither records nor any false or misleading reports issued.
4. Payments may be made only for the actual services rendered or products delivered. No false or fictitious invoices may be paid.

If a reason to believe that the Corporation's books and records are not in accord with the foregoing requirements exists, it must be reported to the Corporate Counsel, as directed in the EOHWC Code of Ethics.

**E. Compliance with New York State Public Authorities Law**

It is the policy of the Corporation to follow Best Practices for Public Authorities by the New York State Authorities Budget Office ("ABO") and EOHWC also complies with the following requirements:

1. Director/Alternate Training – Section 2824(2) of Public Authorities Law requires each director/alternate to participate in state approved training regarding their legal, financial and ethical responsibilities as board members of an authority within one year of appointment to the board.
2. Financial Disclosure – Section 2825(3) of the Public Authorities Law requires each director/alternate, officer and employee to file annual financial disclosure statements with the local board of ethics in which the corporation has its primary office pursuant to Article 18 of the general Municipal Law. (EOHWC files with Putnam County.)
3. Acknowledgement of Fiduciary Duty – Under Public Authorities Law Section 2824(1)(h), every director/alternate is required to sign an acknowledgement of fiduciary duty at the time he or she takes office, which is deemed effective as long as the director/alternate continues to serve.
4. Annual Board of Directors Evaluation – The 2009 Public Authorities Reform Act requires that the board of every local authority conduct an annual evaluation of its performance. Individual director/alternate comments are protected from disclosure under Article 6 of Public Officers Law, but the results of the assessment must be provided to the ABO.
5. Performance Measurement Report – Section 2824-A of the Public Authorities Law requires a local authority to adopt a mission statement and performance measures to determine how well it is carrying out its mission. A local authority must file its mission statement and performance measures with the ABO as part of the Annual Report.

EOHWC posts all pertinent and required documentation on its website at [www.eohwc.org](http://www.eohwc.org).

**2.03 Employee Conflict of Interest**

**A. General**

Please refer to the EOHWC Code of Ethics referenced in Section 2.01 above.

**Part 2 Internal Controls****2.04 Ethical Standards in Bidding, Negotiation and Performance of Government Awards**

- A. The Corporation will strictly observe the laws, rules and regulations that govern acquisition of goods and services by the Federal, State, City and local governments and other funding sources. We will compete fairly and ethically for such business opportunities. EOHWC has adopted the EOHWC Procurement Policy.
- B. Employees involved in the negotiation of grants or other additional funding will make all reasonable efforts to assure that all statements, communications and representations to funding source representatives are accurate and current. Care should be taken by personnel in a position to know that there are no material substitutions from specifications and the products meet or exceed contractual specifications.

**2.05 Signature Authorities**

*Authorization for contracts is discussed in Section 2.08. Authorization for purchases is discussed in Section 2.07-6. Authorization for approval of vouchers is discussed in Section 2.07-7. Authorization for check signing is discussed in Section 2.06.*

*In the absence of the President, the Vice President may sign any document requiring the President's signature.*

**2.06 Endorsement Requirements for Corporation Checks**

One signature by an official listed below is required for checks not exceeding \$5000. Two authorized officials, each of whom is independent of the control of the other person, will sign all checks by the Corporation over \$5,000. (See signatory procedures Section 2.07-3 B).

Official Titles of the Executive Board of the Corporation

President  
Treasurer  
Vice President  
Designated Board Director

The "Designated Board Director" means a director designated by resolution of the Executive Committee. Checks can be signed by the persons authorized above only where the expenditure has been previously budgeted and approved by the Board and where the expenditure meets all other requirements including the Procurement Policy. In no event may a check be signed in excess of the amount for which a budgeted appropriation has been established.

**2.07 Separation of Duties**

The following duties have been assigned to various staff to foster the development of a healthy and strong internal control structure. The cash receipts, cash disbursements and payroll operations have been identified as components that require the largest degree of separation of duties.

**2.07-1 Cash Receipts**

Since cash is most susceptible to misappropriation, the Corporation must exercise the utmost care when handling cash and accounting for transactions involving cash.

- A. Definition

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*"Cash"* as referred to in this section includes currency, coin, checks, money orders and electronic fund transfers.

**B. Form of Payment**

1. When practical, cash in the form of currency should be avoided. The Corporation should specify that remittances be made by check or money order and made payable to "East of Hudson Watershed Corporation". Remitters should be cautioned against sending currency by mail, or making checks payable to an individual's name.
2. To the extent practicable, receipts shall be rendered for currency payments received and copies of all receipts shall be retained for Corporation use.

**C. Bank Deposits**

1. The Accounts Payable Coordinator is responsible for opening all checks and payment envelopes. All mail is to be stamped "received" with a date stamp. This includes all checks and the remittance portion of a check. In the absence of a remittance advice, a post-it stamp should be stapled to the check with the received and date stamp. All checks are to be endorsed with the EOHWC endorsement stamp immediately by the Accounts Payable Coordinator. Currency is to be receipted by the Accounts Payable Coordinator. All cash is to be logged by the Accounts Payable Coordinator into the "cash receipt logbook", by check payer and dollar amount, and forwarded to the Comptroller of the Corporation for review and the preparation of the deposit.
2. The Comptroller of the Corporation will prepare the bank deposit and the bank deposit shall be deposited by the close of business that day. A copy of all checks and the deposit slip shall be made prior to deposit. The bank-ready deposit shall be forwarded to the Account Payable Coordinator to physically take to the bank.
3. The bank deposit confirmation form shall be attached to the check copies for input into the accounting system. After entering and posting the deposit to the system, the Comptroller will file it in the appropriate place. The transaction edit report and posting report will also be filed into the appropriate file.

**D. Securing negotiable instruments**

1. After being logged by the Accounts Payable Coordinator, all negotiable instruments should be properly secured in the Comptroller's locked cash drawer until such time as they can be deposited in the bank. The accumulation of cash is not permitted.

**E. Cash receipts journal**

1. The Comptroller of the Corporation shall maintain a cash receipts journal for each separate bank account. All cash receipts shall be entered and posted when received.

**F. Processing returned checks**

1. All returned checks for insufficient funds are to be re-deposited once, and the cash receipts policy should be ignored in connection to the redeposit. In these situations, the receipt policy is ignored because the receipt has already been posted to the General Ledger and following the policy would double post an entry.
2. Upon receipt of a returned check the Comptroller shall be notified of the issuer and dollar amount.

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3. All checks returned after the re-deposit shall be held and the issuer contacted. A money order or certified check will be the only acceptable means of payment at this time. Additionally, the issuer will be charged a fee of \$25 for all returned checks.
4. If collection is unsuccessful, the Comptroller shall be informed and shall instruct on write off procedure.

**2.07-2 Bank Reconciliation****A. Control**

1. The Accounts Payable Coordinator is responsible for opening all bank statements. All bank statements are to be stamped "received" with a date stamp, and forwarded directly to the Comptroller, who reviews the statements for questionable items before preparation of the bank reconciliation.
2. The Comptroller shall reconcile the bank statement balance to the book balance within five (5) business days from the receipt of the bank statement, via the cash reconciliation module of the accounting system. After the bank statement has been reconciled, the Comptroller shall initial and date the reconciliation.
3. At no time will the Accounts Payable Coordinator have the authority to authorize disbursements and at no time will the Comptroller have authority to sign checks.
4. Bank reconciliations shall be prepared on a monthly basis for all accounts.
5. The bank statement balance shall be compared to the General Ledger balance and reconciled when necessary. The Comptroller will note "ok to G/L" on the bank reconciliation when reconciled. Any journal entries required for reconciliation to the General Ledger and bank statement book balance shall be prepared by the Comptroller.
6. The Comptroller shall initial and date the reconciliation and file in the bank reconciliation file. The Comptroller shall also approve, via signature and date, the necessary journal entries.
7. All banks shall be instructed to generate the EOHWC statements on a monthly basis ending on the last day of the month.
8. Unreconciled differences between the bank balance and the book balance must be resolved within three months after receipt of the bank statement. The Comptroller must approve differences in excess of \$100 before writing them off to an expense account via journal entry. All Journal Entries require the Comptroller's approval prior to entry.

**B. Outstanding checks**

1. Checks outstanding more than three (3) months shall be void. These checks shall be reissued as required.
2. If a stop payment is required prior to the 90 day period, the Corporation should consider the cost of bank charges and administrative time on stop payment orders on checks of small amounts. Stops should be placed on checks under three (3) months only when the value of the check in question exceeds \$25.00.

**2.07-3 Cash Disbursements**

Except for small petty cash payments, made in accordance with the petty cash policy, disbursements shall be made by check and recorded in the cash disbursement journal. Employees who are

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responsible for drafting checks shall not have authority to approve invoices for payment, via voucher or purchase order, nor be authorized by the Board of Directors as an authorized signer on the accounts.

**A. Void check policy**

1. All checks that are deemed to be void shall have the signature portion of the check torn from the check and the word "void" written in ink across the face of the check.
2. All void checks shall be maintained in sequential order and filed. All void checks shall be maintained in a separate file and filed as voided and posted to the accounting system.

**B. Signatory Procedures**

1. The Board of Directors has authorized, via resolution, the persons identified in Section 2.06 as signers for all EOHWC bank accounts.
2. Two signatures are required for all checks over \$5,000 as specified in Section 2.05. This list shall be updated with the banking institutions and in this manual whenever the signatory authorization of Officers changes.

**C. Blank check policy**

1. Blank checks shall not be issued to employees, Directors or outside vendors.
2. Blank checks shall not be signed by an authorized signatory.

**D. Check writing procedure**

1. The Comptroller shall generate a cash requirement report from the computerized system.
2. The Comptroller shall select items to be paid using the priority schedule below:
  - a. Fund availability;
  - b. Appropriate voucher and supporting documentation presented in a timely fashion;
  - c. Employee reimbursements (i.e. travel and miscellaneous expenses);
  - d. Advance payment requests for purchases; and then
  - e. Special vendor situations (i.e. new accounts).
3. After selection, via a check mark next to each item, the Comptroller initials and dates the cash requirement report for processing checks.
4. The Comptroller shall delete any items not to be paid from the unposted transaction register that have not been authorized for payment, and approves the final items for the Accounts Payable Coordinator who then runs the checks via the accounts payable module. To ensure accuracy, a calculation is done on all checks that are paying multiple invoices which is included as part of the backup documentation.
5. Checks, vouchers and all supporting documentation are ordinarily presented for review and signatures at monthly Executive Committee meetings.
6. Once signed, all documents shall be stamped "paid" including the date of payment (date on check), and the checks attached, via paperclip, to the corresponding back up documentation.
7. The Accounts Payable Coordinator shall separate the duplicate portion of the check from the actual check and attach it to the supporting documentation prior to filing.

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8. The cash requirement report and check copies including appropriate supporting documents, (including work completed and detailed list of costs) shall be maintained by the Comptroller for review of proper procedures and instructions.
9. The Accounts Payable Coordinator shall verify that all of the checks were signed as required by this policy as set forth above.
10. The checks shall be mailed to the vendor's address listed on the face of the check or may be picked up by the vendor's principal with proper identification.

**E. Miscellaneous**

1. The EOHWC shall maintain an inventory of pre-numbered checks that are to be used in sequential order. Usage shall be recorded daily and maintained as the cash disbursement journal.
2. Checks shall state on their face that they are void if not cashed within a specified time period (within three months of issue date, unless the banking institution has an alternate policy, at which time this policy will be reviewed and updated).

**2.07-4 Petty Cash Fund and Disbursements**

A petty cash fund is established to pay small and incidental purchases that are necessary to enable the day to day flow of operations and to reduce the number of small incidental check writing and processing.

**A. Control**

1. The petty cash fund is established by determining a custodian, as appointed by the Executive Director, and by issuing a check made payable to "custodian's name – petty cash". The existence of a petty cash fund shall be recorded as an asset on the General Ledger.
2. The EOHWC petty cash fund shall not exceed two hundred dollars (\$200), and is designated for all reimbursements and expenditures less than \$200.00.
3. The cash is maintained in a locked box with the key/combination in the possession of the custodian.
4. Cash advances: If a commodity is required and the employee is not certain of the cost of the item, he/she may request an advance by signing a petty cash slip for the amount requested. The custodian shall also have the Comptroller countersign the petty cash slip. Upon making the purchase, he/she shall submit a receipt to the petty cash custodian and either return the unused portion of cash or receive the balance due between the purchase price and the advance received per the receipt.
5. Cash reimbursement: After purchasing the necessary commodity, the employee may request reimbursement via the petty cash fund by submitting a paid receipt to the petty cash custodian and signing the petty cash slip to denote payment has been received. The custodian shall also have the Comptroller countersign all Petty Cash slips.
6. Reimbursing the fund: When the petty cash fund is approximately seventy-five percent (75%) depleted, the custodian shall initiate replenishing of the fund by completing the petty cash reimbursement form. The custodian shall verify the cash balance on hand and the amount of receipts submitted for reimbursement equals the total petty cash fund. The custodian shall submit the form, receipts and the signed petty cash slips and a voucher to the Comptroller for



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reimbursement of the fund. The Accounts Payable Coordinator shall code the petty cash reimbursement request on Accounts Payable input.

7. Upon receipt of the petty cash reimbursement check made payable to the "custodian's name—petty cash", the custodian shall cash the check within one (1) business day and replenish the fund.

**2.07-5 Electronic Funds Transfer**

Generally, electronic funds transfer payments are subject to the same controls as conventional cash transactions. However, the rapidity with which fund transfer payments are made, the "paperless" nature of these transactions, and the rapidly changing technology in this area, compound the usual problems of control. Control and planning difficulties are further magnified because fund transfer payments frequently involve voluminous transactions and large dollar amounts.

**A. General**

1. It is essential that control procedures be followed promptly. Failure to do so can facilitate theft or misappropriation and frustrate recoupment efforts.
2. The impact on cash flow planning and the income generated on the float is more critical.

**B. Control Procedures**

1. Acknowledgement of fund transfers shall be promptly obtained from the banking institution and/or the vendor.
2. Only the Comptroller will provide the external wire instructions to the vendor.
3. Reconciliation of both the number of transactions and the dollar amounts must be made promptly, daily if necessary, upon disbursement or receipt of funds.
4. The same signatory authority is required on wire transfers as if the transaction were being processed via check.

**C. Miscellaneous**

1. The Corporation shall have a clear understanding of their banking institution terms, guidelines and requirements prior to utilizing these types of services.
2. The Corporation shall pay special attention to the banking institutions' liability for unprocessed, improperly processed and unauthorized fund transfers.
3. Costs of services to electronically transfer versus the standard manual check procedures shall be considered.
4. The Corporation must receive and provide a written statement authorizing fund transfers into accounts.

**2.07-6 Purchase Order Processing****A. General**

The purchase order process may be established to assist in implementing the EOHWC Procurement Policy. This section is established to assist employees in further delineating functions and responsibilities and shall not be interpreted as superseding the established and approved EOHWC Procurement Policy.

1. Control

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- a. When a commodity is reasonable and necessary to the operation of the EOHWC, a purchase order form shall be prepared by the employee/Board member (herein referred to as the Originator) requiring the commodity.
- b. The Originator shall follow the EOHWC Procurement Policy in regards to the necessary procurement method required for the commodity (i.e. quotes, RFP, number of responses required, etc.).
- c. If there is any question, or the Originator requires assistance, the Originator shall contact the Comptroller for guidance, preprinted forms and format.
- d. When the appropriate method of procurement has been determined and prepared, the Originator shall complete the purchase order form and adhere to the following guidelines regarding approval:
  - i. \$100 or less – no prior approval required;
  - ii. \$1000 or less – prior written approval of the Comptroller required;
  - iii. Over \$1000 – prior written approval of the Comptroller and the Administrative Officer) required;
  - iv. Over \$2000 – prior written approval of the Executive Committee required;
  - v. In instances when dual approval is required the Comptroller will be responsible for forwarding the purchase order to the Administrative Officer.
- e. After the appropriate approval has been received for the purchase of the commodity, the Originator shall commence with the procurement method. The Originator shall insure that all correspondence references the official purchase order number.
- f. EOHWC is a tax exempt entity and therefore not subject to NYS sales tax. Form ST-119.1 will be provided to all vendors by the Accounts Payable Coordinator and no sales tax will be paid on any direct purchases made by EOHWC.

**B. Distribution**

1. The Originator shall distribute a photocopy of the purchase order to the Comptroller and to the vendor.
2. The original form and supporting documents shall be retained by the originator until receipt of merchandise and invoice from the vendor.
3. Any change to the original approved purchase order in excess of fifteen percent (15%) shall be reissued to the appropriate signature authority for approval.

**C. Receipt of Merchandise**

1. A receiving slip or ticket that itemizes the merchandise contained in the shipment shall accompany all merchandise received.
2. Merchandise contained in the shipment is to be checked against the receiving slip or ticket, preferably immediately, although the EOHWC recognizes that time constraints exist with large quantities ordered and will deem within one (1) business day of receipt an acceptable method.
3. After the Originator/Receiver has verified that all ordered items, and only ordered items, and quantities of such items have been received in good condition, the Originator/Receiver shall

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initial and date the receiving slip or ticket to denote that the merchandise was received as ordered.

**D. Receipt of invoice**

1. All invoices received by the Accounts Payable Coordinator shall be distributed to the appropriate Originator.
2. Upon receipt of the invoice (vendor bill), the Originator shall cross check that:
  - a. The invoice matches the receiving slip or ticket to verify that only the items received are billed to the EOHWC; and
  - b. The items billed have all been billed at the agreed upon price. When there is a discrepancy, the Originator shall notify the vendor immediately and resolve the discrepancy. If the issue cannot be resolved, the Originator shall contact the Comptroller immediately regarding the discrepancy.

**E. Payment processing**

1. Prior to processing the payment for the purchase order, the Comptroller shall review the purchase order copy on file with the purchase order submitted for payment, to review any discrepancies that may exist. If any discrepancies exist from the original approved expenditure, the purchase order will be returned to the Originator for a full description of the variance.
2. Upon receipt of all merchandise listed on the purchase order, the Originator shall submit the purchase order, receiving slip or ticket and all supporting documents (i.e. written quotes, RFPs, etc.) to the Comptroller for payment processing in accordance with Section 2.07-3(D) Check Writing Procedures.

**2.07-7 Voucher Processing**

A voucher is a form established by the EOHWC to act as either

1. A transmittal or check request form for expenditures that are commodities that because of their nature cannot be pre-authorized (e.g. utilities, telephone, etc.).
2. Expenditures that are contractual in nature (e.g. office rent, insurance, engineering services, construction contracts, etc.).
3. Expenditures that are reimbursements (e.g. municipal reimbursements or travel reimbursements).
4. To facilitate external submission of program expenditure reimbursements that require the originator to certify the charges are correct.

In all cases, a voucher must accompany all payment requests and shall be filled out by the Originator in full and submitted to the Comptroller for review. Travel reimbursements may only be given to an employee who has been previously approved to get travel reimbursements by the Board of Directors. This includes mileage reimbursements.

The Accounts Payable Coordinator shall review the documentation for proper signatures and calculate totals (when necessary) for multiple invoices. The Accounts Payable Coordinator shall return any incomplete forms to the appropriate individuals. The Comptroller signs and dates all approved vouchers for input.

When the Comptroller is the originator, the Administrative Officer shall sign the voucher for approval.

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The Accounts Payable Coordinator enters all invoices into the computerized accounting system and prepares an accounts payable edit and posting report.

Vouchers will be approved by the Originator as to the requested services, by the Comptroller as to the appropriation of funds, and by three Authorized Officers identified in Section 2.06.

**2.07-8 Payments on Contracts**

- A. The Originator shall review payment requests for professional services contracts, as well as contractor payment applications and approve the payment voucher for processing.
- B. It is the responsibility of the Originator to ensure the request for payment is in compliance with the negotiated agreement, which will also be verified by the Accounts Payable Coordinator upon posting to the General Ledger Encumbrance system.
- C. In the case where expenses are reimbursed separately, it shall be the responsibility of the Originator to ensure all expenses are itemized.
- D. For municipal reimbursement requests, payment will be made with the approval of the Director of Engineering as to the completion of the items billed and only if requirements in this manual and listed in the Project Selection Policy and Procedures for municipal reimbursements are met.

**2.08 Contract Review**

- A. All contracts (which includes contract amendments), whether expenditure or revenue, must be routed through the contract review process.
- B. Staff shall utilize the "Contract Review Sheet" during each phase of expenditure contract review.
- C. The Originator shall review the contract and forward to the Corporate Counsel.
- D. The Corporate Counsel shall review the contract for legality before forwarding the contract to the Comptroller.
- E. The Comptroller shall review the contract for the availability of funds.
- F. When all review is complete, the Originator sends original copies of the contract, which includes Federal, State, City and local regulations governing the contract, to the counterparty for signature and return.
- G. Upon return, the Originator forwards signed copies of the contract to the President for signature.
- H. The President forwards signed original contracts to the Comptroller.
- I. A copy of construction contracts will be mailed to the Engineering firm tasked with the particular project.
- J. The Comptroller posts contract details including vendor specifics (utilizing information from Form W-9) to the General Ledger software and the Encumbrance module. No payments will be made without a Form W-9 from the payee on file.
- K. Form ST-119.1 is not to be provided to contractors under Stormwater Retrofit Installment Agreements, who may however, request the form from the municipality that is a party to the agreement.
- L. Change Orders; Construction: A change order for a construction contract shall be in the form of a written change signed by the contractor, approved by the design engineer, confirmed as to appropriation by the Comptroller, and signed by the President following approval by the

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Executive Committee. Approval by the design engineer should be conditioned on their recommendation that the change would be in the best interests of the agency, would not result in a net decrease in project efficiency, and would not impact the scope in a way that would affect SEQR review or required permits. An exception to this procedure shall apply in the case of change orders and work change directives that occur in the construction field to expedite time-sensitive changes. The Director of Engineering may authorize change orders and work change directives up to an amount of \$10,000 within the field for construction activities only with the design engineer's concurrence, provided that in such case notification of the change and amount shall be provided to the Executive Committee within 24 hours and a copy of the change will be provided to the Comptroller for contract tracking. Contingent appropriations should be recorded against construction contracts in an amount determined at the time of contract approval.

- M. Change Orders; Engineering: A change order for a professional services contract for engineering services shall be in the form of a written change signed by an authorized officer of the engineering firm, confirmed as to appropriation by the Comptroller, and signed by the President following approval by the Executive Committee. An exception to this procedure shall apply in the case of change orders and work change directives that occur in the construction field to expedite time-sensitive changes where the change would be in the best interests of the corporation, would not result in a net decrease in project efficiency, and would not impact the scope in a way that would affect SEQR review or required permits. The Director of Engineering may authorize such change orders and work change directives up to an amount of \$5,000 within the field for engineering services, provided that in such case notification of the change and amount shall be provided to the Executive Committee within 24 hours and a copy of the change will be provided to the Comptroller for contract tracking. The Executive Committee shall review a record of any such change orders in connection with the periodic procurement of engineering services.
- N. Change Orders; Other: A change order for other professional services and other contracts shall be approved by the Executive Committee and signed by the President.
- O. Municipal Reimbursements: If it appears that a municipality may find it desirable to have work done by an EOHWC contractor in connection with an SRP project that would not be an eligible SRP expenditure, the municipality would be asked to separately contract for that work. If it appears impracticable to separate the work, and the work is clearly subordinate in cost and scope to the eligible project, such as where a contractor would repave a portion of a road surface after completing installation but the municipality would prefer to require curb to curb repaving, then an alternate specification should be developed by the consulting engineer to obtain a separate price for the ineligible work, the ineligible work should be clearly delineated, the installation agreement with the municipality should include a provision or rider requiring payment in advance of contract or change order execution, the payment should be retained in a Non-SRP fund for accounting purposes, the requisition for payment to the contractor should separately specify the ineligible work, and the expenditure of funds for the ineligible work should be made directly from the advanced municipal funds. A contract or change order should not be authorized in the absence of advance deposit by the municipality. A separate pricing or change order for the consulting engineer's allocable share of work should be included.

**Part 2 Internal Controls****2.09 Labor Distribution Reporting**

- A. For more employment related policies, EOHWC has adopted a Personnel Policies and Procedures Manual, which is distributed to and acknowledged by each employee.
- B. Charges for salaries and wages, whether treated as direct costs or indirect costs, will be based on documented payrolls approved by a responsible supervisory official. The distribution of time worked must be supported. Time records shall be maintained in such a manner that the time charges may be easily allocated to the Stormwater Retrofit Projects to which they directly relate.
- C. Labor distribution reports will be prepared and controlled according to the following minimum standards:
  - 1. Employees, including subcontracted employees performing in-house work, are responsible for preparing their own timesheets.
    - a. Employees should be provided clear instructions of the work to be performed and the retrofit project to be charged.
    - b. Timesheets shall be prepared utilizing a master template updated as necessary to add new projects.
    - c. Timesheets should be filled out as work is performed, but no less often than daily.
    - d. All supervised hours worked should be recorded on timesheets.
  - 2. Employees and the supervisor will sign Timesheets only after they are filled out.
  - 3. Corrections are to be made by cross-out and new entry, with no erasures or whiteouts.
    - a. Corrections are to be initialed by the employee and supervisor.
    - b. An explanation verbally to the employee's direct supervisor must be provided for corrections.
  - 4. Distribution and collection of timesheets will be controlled by the Comptroller.
    - a. Only one timesheet per employee is to be furnished per pay period.
    - b. Signed timesheets must be turned in four days prior to the pay date to allow for prompt processing by an outside payroll services provider.
  - 5. Responsibility for distribution and collection of timesheets should be segregated from that for:
    - a. Preparation and approval of time and attendance records.
    - b. Preparation and distribution of the payroll.
    - c. Monitoring performance to budgets.
  - 6. New employees are to be fully indoctrinated on proper timesheet procedures. Employees must be made aware of their individual responsibility for accurate timesheet preparation.
  - 7. Periodic internal reviews are performed by external auditors of the timekeeping system to assure compliance with system controls.
  - 8. Overtime hours are to be approved prior to work being performed.
  - 9. Supervisors who are authorized to approve timesheets are listed below:



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<u>Area</u>	<u>Name of Approving Supervisor</u>
1. Administration	Comptroller or Administrative Officer
2. Engineering	Administrative Officer
3. Comptroller	Administrative Officer
4. Administrative Officer	Comptroller

**2.10 Control of Non-Contemporaneous Cost Transfers**

For all transfers of costs from a direct cost to an indirect cost or vice versa, made on other than a contemporaneous basis, the EOHWC will:

- A. Have available in its accounting records an appropriate written justification statement for any cost transfers;
- B. Obtain the written approval of the Comptroller; and
- C. Reflect the adjustment in its General Journal.

**2.11 Suspense Account**

Any cost the treatment of which as a direct cost or an indirect cost is unknown at the time of original occurrence will be recorded to the suspense account (A/C No. 9000) until its disposition has been resolved.

**2.12 Government Access to Records**

The Comptroller will provide access to the Corporation's records to the EOHWC Treasurer, the Board of Directors, the Authorities Budget Office, the State and City Comptrollers or their designee and provide supporting records as requested by government auditors to facilitate the completion of such audits or reviews in accordance with the EOHWC's contractual obligations. The Corporation shall comply with the New York State Freedom of Information Law and has adopted the EOHWC Standard Operating Procedure - Access to Records (FOIL).

**2.13 Security of Financial Data**

- A. The Corporation's automated accounting system will have sufficient built-in general controls and application controls to preclude unauthorized access to data.
- B. Access to any computer-based financial data will be granted on a need-to-know basis.
- C. The system's accounting data will be backed up daily and stored in a safe location.
- D. The Comptroller and the Accounts Payable Coordinator are the only personnel authorized to access the accounting system. The authorization is protected by issuance of user identification and password access.

**2.14 Use of Corporation Assets**

No employee of the EOHWC may use any Corporation property, equipment, material or supplies for personal use.

**Part 2 Internal Controls****2.15 Use of Corporate Credit Card**

EOHWC credit cards are assigned to the Treasurer only and not to individual staff or other Board members and are kept in a locked file in the office of the Comptroller only to be used for company related expenditures. The Comptroller will provide the card to staff as required for approved purchases. The card must be returned to the Comptroller with receipts after each purchase.

**2.16 Fraud Policy**

As a non-profit local development corporation established for a public purpose, the Corporation is committed to doing business in an environment of honesty and integrity. Therefore, the Corporation will not tolerate any fraudulent or dishonest activities by any of the Corporation's employees, consultants, agents, vendors, contractors, and any other third parties. For the purposes of this policy, "fraud" is defined as the deliberate practice of deception in order to receive unfair or unlawful gain.

Examples of fraudulent or dishonest activities include, but are not limited to:

1. Forgery, falsification or alteration of documents (for example: receipts submitted for expense account reimbursement, cash receipts, checks, vendor agreements, purchase orders, other financial documents, electronic files);
2. Misapplication of the Corporation's funds, supplies, property or other assets;
3. Impropriety in the handling or reporting of the money or financial transactions relating to the Corporation;
4. Profiteering as result of the insider knowledge of the Corporation's plans and activities;
5. Unauthorized disclosure of the Corporation's confidential and proprietary information to outside parties;
6. Employees or members of their immediate family receiving any gratuities, gifts of money, property or service, discounts or other like favors which exceed courtesies customarily accepted as business practices, which might place, or be construed as placing, an employee under any obligation to act on behalf of the Corporation in a manner that conflicts with the Corporation's Conflict of Interest policy;
7. Destruction, removal, or inappropriate use of the Corporation's records, furniture, fixtures and equipment; and
8. Actions related to concealing or perpetrating the above mentioned activities.

It is the policy of the Corporation to establish and maintain controls and procedures intended to provide reasonable assurance that fraudulent or dishonest acts, by employees or outside third parties, are prevented or promptly detected. To that end, employees have an obligation to promptly report any and all suspected acts of fraud and/or dishonesty to the employee's Supervisor/Manager or directly to the President or Ethics Officer. There will be no retaliation against any employee who, in good faith, raises concerns regarding alleged violations of this policy.

The Governance Committee shall have primary responsibility for investigating any allegations involving possible fraudulent or dishonest activities in matters relating to the Corporation. To the extent possible, all investigation of alleged fraud will be conducted in a confidential manner; provided, however, that limited disclosure may be necessary in order to thoroughly investigate the matter.

If required by law or where deemed appropriate by the Corporation, the Corporation shall report cases of alleged fraud to the appropriate law enforcement authorities, including New York City enforcement

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authorities. The Corporation will fully cooperate with law enforcement authorities in any investigation and/or prosecution of such cases.

Violation of this policy may subject employees to disciplinary action, up to and including termination. Violations of this policy by outside third parties may result in termination of such parties' business or other relationship with the Corporation. As appropriate, the Corporation may report such violations to the Board and/or law enforcement authorities.

**Part 3 Accounting Procedures****Part 3 Accounting Procedures****3.01 Basis of Accounting**

The EOHWC reports program outlays and program income on the accrual basis. Accordingly, expenditures are recorded when a liability is incurred (i.e., when an invoice has been received or the amount could be readily estimated), but revenue is not recorded until actually available in our bank accounts. "Available" means that the revenue is both recognizable and collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period.

**3.02 Incurred Costs**

Outlays or expenditures represent charges made to the project or program, which are reported on an accrual basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursements for direct charges for goods and services, the amount of indirect expense charged, the value of in-kind contributions applied, and the amount of cash advances. For reports prepared on an accrual basis, outlays were the sum of actual cash disbursements for direct charges for goods and services, the amount of indirect expenses incurred, the value of in-kind contribution applied, and the net increase (or decrease) in the amounts owed by the grantee for goods and other property received, for services performed by employees, grantees, sub-grantees and other payees and other payees and other amounts becoming owed under programs for which no current services or performance are required such as annuities, insurance claims and other benefit payments.

**3.03 Elements of an Acceptable Financial Management System**

- A. The EOHWC will maintain records and make reports in such form and containing such information as may be required by its funding sources, as well as Federal, State and Local Authorities. The EOHWC will maintain such accounts and documents as will serve to permit expeditious determination of the status of funds and the levels of services, including the disposition of all monies received from its funding sources and the nature and amount of all charges claimed against such funds.
- B. Title 45 Code of Federal Regulations Subpart 74.61(b) and the administrative rules of other Federal agencies require that grantees or sub-grantees have records that identify adequately the source and application of funds for grant or sub-grant-supported activities. At a minimum, these records will contain information pertaining to grant or sub-grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, if the recipient is a governmental entity.
- C. For the purpose of determining the adequacy of the financial management system, the EOHWC will maintain on a current basis as a minimum:
  - 1. General Journal;
  - 2. General Ledger;
  - 3. Separate Cash Receipts and Disbursements Journal or Voucher Register;
  - 4. Payroll Register;
  - 5. Fixed Assets Register for all owned and leased property and equipment;
  - 6. Encumbrance Ledger;
  - 7. Fund/Program Cost Control Subsidiary Ledger/Worksheets, and
  - 8. Bank statements reconciled.

**Part 3 Accounting Procedures****3.04 Cash Management**

- A. The EOHWC will maintain a financial forecasting system to adequately forecast its fund flows -- intake and outgo - and needs.

**3.05 Budgets**

- A. The Comptroller will have a budget prepared for review by the EOHWC Treasurer and the Executive Committee. The budget shall be approved by the Board of Directors annually and shall be reviewed and may be modified from time to time.
- B. The Corporation will maintain a budget of its costs and basis of allocation for the periods covering the longest program for which it is funded.
- C. The Budget shall be prepared in compliance with the Funding Agreement. On or before October 1 of each year during the term of the Funding Agreement, the EOHWC shall submit to the City of New York a copy of the plan update it submits to NYSDEC on or before October 1 identifying the retrofit projects it plans to accomplish in the following calendar year together with the budget for the following year.

**3.06 Insurance and Bonding**

- A. The Corporation will maintain the following minimum levels of coverage:

Automobile Liability	\$500,000 per occurrence
Commercial General Liability	\$2,000,000 per occurrence; \$2M products/completed operations aggregate. \$4,000,000 general aggregate; \$25,000 maximum deductible.
Personal Property	Aggregate of Fixed Asset Value
Fire and Water Damage	Full Replacement Value for the Aggregate of fixed Asset Value.
Directors and Officers	\$3,000,000 each claim; \$3M general aggregate; \$10,000 deductible
Theft Coverage	Full Replacement Value for the Aggregate of fixed Asset Value.
Workers' Compensation	To the Extend Required by Law
Employee Dishonesty	\$10,000
Business Interruption/Umbrella	\$2,000,000

- B. These insurance coverage levels will be increased where contractual provisions require an increased level of coverage. The level and types of policy coverage shall comply with Appendix B of the Funding Agreement.
- C. All contractors will be required to have insurance as required by Appendix B of the Funding Agreement.

**Part 3 Accounting Procedures****3.07 Record Retention and Disposal**

- A. All financial and programmatic records, supporting documents, statistical records and other required or pertinent records of the EOHWC will be retained for the longer of five (5) years after termination of the agreement to which they pertain or seven (7) years after generation of the record.
- B. If any litigation, claim, negotiation, audit or other action involving the records has been stated before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- C. In accordance with the "Guide to Record Retention Requirements," National Archives and Records Administration, U.S. Department of Commerce, for the Internal Revenue Service, the following records will be retained for the indicated minimum periods:
  - 1. For (6) six years after the close of the year or until the tax audit of the return for the year is completed, whichever is longer: accounts payable and accounts receivable ledger, payroll register, inventory ledger, bad debt write-off supporting details, cash book, petty cash book, check register and checks, invoices (funding sources and vendors), and insurance safety reports.
  - 2. Permanently: Audit reports, chart of accounts, financial statements, General Ledger, fixed asset records, journal vouchers, profit and loss statements, tax returns, annual corporate reports, charters and By-laws and minutes, grants and agreements, tax and legal correspondence, incorporation records, labor grants, insurance claims and policies and accident reports. The disposal date determined under this policy will be the end of the fiscal year in which occurs the anniversary date of the required number of years from the completion of a program, date of final payment of a program or year in which an entry is made charging or allocating a cost to a funded program, as the case may be.
- D. All records not supporting government grants or otherwise covered by rules of the Internal Revenue Service will be retained for three years from the end of the fiscal year in which the records were originally prepared.
- E. All financial records will be maintained in chronological order, organized by fiscal year, starting with the fiscal year ended December 31, 2012.
- F. In connection with the disposal of any records, the Records Management Coordinator will list the record or the class of records disposed or will prepare a certified memorandum of record disposal.

**3.08 Financial Reporting**

The Comptroller will maintain supporting records in sufficient detail to prepare the Corporation's financial reports, including:

- A. Annually:
  - 1. Financial statements for audit;
  - 2. Program related revenue and expenditures; and
  - 3. Annual budget(s)
- B. Monthly:
  - 1. Trial balance;



**Part 3 Accounting Procedures**

2. Detail General Ledger; and
  3. Cash and cash equivalent balances.
- C. Quarterly:
1. Year-to-Date and Inception-to-Date Financial Update.
- D. Periodically:
1. Annual Federal and State corporate tax returns;
  2. IRS Form 941 and New York State Form NYS-45; and
  3. Other reports required by the Funding Agreement

**3.09 Audit**

- A. The Corporation will have conducted annually a full-scope audit by a qualified independent certified public accountant. It shall comply with Sections 503 and 504 of the Funding Agreement. All receipts and disbursements of Stormwater Retrofit Funds under the Funding Agreement are subject to audit by the City or State and the EOHWC shall cooperate with any audit undertaken by the City or State.

**3.09-1 Scope of Audit Report**

- A. The audit will be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits.
- B. The audit will cover the entire operations of the Corporation:
1. The financial statements and the accompanying schedules of the Corporation, program(s) present fairly its financial position and the results of its financial operations in accordance with generally accepted accounting principles;
  2. The Corporation has internal accounting and other control systems to provide reasonable assurance that it is managing Federal, State, City and local financial assistance programs in compliance with applicable laws and regulations; or
  3. The Corporation has complied with laws and regulations that may have a material effect on its financial statements and on each major Federal, State, City and local assistance program.

**3.09-2 Audit Quality Assurance Reviews**

Qualified corporate personnel in collaboration with the Audit committee should:

- A. Review the complete audit report and note any deviations in the report format from that prescribed in the audit grant scope of work;
- B. Prove the clerical accuracy of all footings, extensions, etc., of all statistical data in the report;
- C. Verify that all exhibits, schedules and supporting statements in the report are in agreement and reconcilable, where appropriate; and
- D. Review and evaluate the propriety of all questioned costs presented in the report and/or other management and internal control weaknesses.

**Part 3 Accounting Procedures****3.09-3 Audit Resolution**

- A. The EOHWC will systematically assure the timely and appropriate resolution of audit findings and recommendations.

**3.10 Stormwater Retrofit Funds**

- A. The Stormwater Retrofit Funds from New York City shall be used by EOHWC to implement the stormwater retrofit projects identified in the Regional Retrofit Plans. The Stormwater Retrofit Funds and earnings thereon may be used solely to pay the costs of the following activities related to the implementation of the Regional Retrofit Plans, subject to additional eligible activities as set forth below in subparagraph C, and subject to the conditions and restrictions set forth below in subparagraph D:
1. The planning, design, environmental review, financing, permitting, acquisition of land and/or easements, bidding, construction, and installation of Stormwater Retrofit Projects, and the administrative expenses directly related thereto, required to implement the Regional Retrofit Plans.
  2. Identification of projects by EOHWC to be included in the NYSDEC-approved revisions of the Regional Retrofit Plans.
  3. Other costs reasonably related to project implementation, but excluding general EOHWC administration costs that are not directly related to a Stormwater Retrofit Project. Where a governmental employee or consultant performs work directly related to project implementation, the employee's or consultant's labor costs, including, where applicable, direct salary and indirect personnel costs for pension, insurance and other fringe benefits, shall be eligible for funding under the Funding Agreement. Where a governmental employee or consultant performs a general governmental function that is not directly related to project implementation, the official's labor costs, including direct salary and indirect personnel costs for pension, insurance and other fringe benefits, shall not be eligible for funding under this Funding Agreement.
- B. Earnings Only. Notwithstanding subparagraph A above, earnings on the Stormwater Retrofit Funds, but not the principal amount of the Stormwater Retrofit Funds, may also be used for the following purposes:
1. To pay operation and maintenance costs directly related to or resulting from a stormwater retrofit project constructed pursuant to the Regional Retrofit Plan funded with the Stormwater Retrofit Funds or earnings on such Funds;
  2. To pay general EOHWC administration costs that are not directly related to a Stormwater Retrofit Project, to the extent that the EOHWC is engaged only in activities related to Stormwater Retrofit Project implementation.

**Part 4 Assets****Part 4 Assets****4.01 Assets****4.01-1 Bank Accounts**

- A. Bank accounts of the EOHWC shall be maintained at Federal Deposit Insurance Corporation (FDIC) insured banks approved by the Executive Committee with a customer service branch located in the Watershed Towns.
- B. To the maximum extent practical, corporate funds will be maintained in interest bearing accounts.
- C. In addition to maintaining its accounts in FSLIC or FDIC insured banks, EOHWC has taken the additional precautions as outlined in the Investment Policy described below.
- D. Promptly upon receipt of Stormwater Retrofit Funds by the EOHWC, the EOHWC shall place such Funds in a separate dedicated account, bearing interest at market rates, in a bank located and authorized to do business in New York State.

**4.01-2 Investments Policy****4.01-2.1 Scope**

This investment policy applies to all moneys and other financial resources available for investment by East of Hudson Watershed Corporation (the "Corporation") on its own behalf or on behalf of any other entity or individual.

**4.01-2.2 Objectives**

- A. The primary objectives of the Corporation's investment activities are, in priority order,
  - 1. To conform with all applicable Federal, State, City, local contractual and other legal requirements (legal);
  - 2. To adequately safeguard principal (safety);
  - 3. To provide sufficient liquidity to meet all operating requirements (liquidity);
  - 4. To obtain a reasonable rate of return (yield); and
  - 5. To provide rate of return to offset the erosive effects of inflation on principal (growth).

**4.01-2.3 Prudence**

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Corporation.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or that could impair their ability to make impartial investment decisions.

**Part 4 Assets****4.01-2.4      *Diversification***

It is the policy of the Corporation to diversity its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

**4.01-2.5      *Collateralizing Of Deposits***

All deposits of the Corporation, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act, shall be secured:

By a pledge of “eligible securities” with an aggregate “market value,” as provided by New York General Municipal law (“GML”) 10, equal to the aggregate amount of deposits, from the following categories: (I) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof, or a United States government-sponsored corporation; Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank; Obligations partially insured or guaranteed by an agency of the United States of America, at a proportion of the market value of the obligation that represents the amount of insurance or guaranty; and Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of New York State or obligations of any public benefit corporation, which under a specific State statute, may be accepted as security for deposit of public moneys.

By an eligible “irrevocable letter of credit” issued by a qualified bank other than the bank with the deposits, in favor of the Corporation, for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one (1) nationally recognized statistical rating organization or by a bank that is in compliance with applicable Federal minimum risk-based capital requirements; or

By an eligible surety bond payable to the Corporation for an amount at least equal to 105% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims – paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

**4.01-2.6      *Safekeeping and Collateralization***

Eligible securities used for collateralizing deposits shall be held by the depositary and/or a third party bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure the Corporation’s deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events that will enable the Corporation to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the Corporation, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Corporation or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the Corporation, will be kept separate and apart from the general assets of the

**Part 4 Assets**

custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the Corporation a perfected interest in the securities.

**4.01-2.7      *Permitted Investments***

The Corporation authorizes the Audit and Finance Committee to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

1. Special time deposit accounts;
2. Certificates of deposit;
3. Obligations of the United States of America;
4. Obligations guaranteed by agencies of the United States of America;
5. Investment rated (Baa – AAA) City, State or State authority [Municipal] bonds purchased from a Board approved New York State broker
6. Government insured money market funds that invest in U.S. government securities;
7. Repurchase agreements for U.S. government and U.S. government guaranteed securities;
8. Commercial paper and banker acceptance notes rated “A” or higher by at least two nationally recognized rating agencies;
9. Government issued bond funds;
10. Corporate bonds and corporate bond funds of investment grade; and/or

All investment obligations shall be payable or redeemable at the option of the Corporation within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Corporation within two years of the date of purchase.

Any Stormwater Retrofit funds shall be invested in a manner consistent with the State Comptroller Guidelines for Municipalities.

**4.01-2.8      *Authorized Financial Institutions and Dealers***

The Corporation shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments that can be made with each financial institution or dealer. All financial institutions with which the Corporation conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the Corporation. Securities dealers not affiliated with a bank shall be required to be a member of the National Association Securities Dealers (NASD) and the Securities Investors Protection Corporation (SIPC). The Comptroller is responsible for evaluating the financial position and maintaining a listing of proposed depositaries, trading partners and custodians. Such listing shall be evaluated at least annually.

**Part 4 Assets****4.01-2.9      *Purchase of Investments***

The Treasurer is authorized to contract for the purchase of investments.

Cash flow statements shall be prepared by the Comptroller and updated monthly to enable the Treasurer to make appropriate decisions as to types and maturities of investments.

If applicable, the Comptroller shall develop a database or record incorporating descriptions and amounts of investments, transactions dates, interest rates, maturities, bond ratings, market prices and related information necessary to assist the Treasurer in his management of the investment portfolio.

The investment selection process shall utilize competitive quotations or negotiated prices, except in the purchase of government securities at their initial auction.

Each disbursement of funds (and corresponding receipt of securities) or delivery of securities (and corresponding receipt of funds) should be based upon proper written authorization. If the authorization is initially given verbally, there should be written or telegraphic confirmation from the Treasurer to the custodial bank.

For bank deposits, payment of funds shall only be made upon receipt of collateral or other acceptable form of security. For investments, payments of funds shall only be made upon the delivery of authorized government securities, whether such securities are purchased outright, or pursuant to a repurchase agreement.

The process of initiating, reviewing and approving requests to buy and sell investments should be documented.

Custodial banks shall be required to report whenever activity has occurred in the Corporation's custodial account.

Custodial banks must have prior written authorization from the Corporation to transfer obligations and collateral. Inclusion of a provision in the custodial agreement permitting substitution upon verification as to value and eligibility by the custodian will be considered to be prior authorization. All individual transactions must be confirmed in writing.

There shall be at least monthly verifications of both the principal amount and the market values of all investments and collateral. Appropriate listings shall be obtained from the custodian or trustee and compared against the Corporation's records.

The Comptroller shall maintain a record of investments. The record shall identify the security, the fund for which held, the place where kept, date of disposition and amount realized and the market value and custodian.

All cash management, collateral, investment and custodian documentation shall be retained for audit purposes.

**Part 5 Liabilities****Part 5 Liabilities****5.01 Liabilities****5.01-1 Encumbrances**

In order to control the level of expenses, EOHWC has chosen to use the encumbrance system. The resources of the corporation are committed for future payment when executory contracts are signed. An actual expense is not recorded until the goods are received or the service is rendered. Encumbrances outstanding at the end of an accounting period will be reversed in the following accounting period. All encumbrances are posted to the General Ledger Encumbrance module, which allows for tracking of remaining contract balances, in order to prevent any amounts over contract amount from being paid.

**5.01-2 Advance Payments**

The Corporation receives some payments in advance. These revenues are deferred and recognized as revenue in the period in which the related expenditures occur.

**5.01-3 Accrual of Unpaid Salaries and Wages**

Salaries and wages earned, but unpaid will be reflected as a liability when entitlement to payment occurs. Liquidation, in whole or part, will be made on a lump sum or periodic basis provided repayment is made within one year of occurrence of the liability.

**5.01-4 Liability for Compensated Absences**

- A. Compensated absences arise from employees' absences from employment due to paid time off or holidays. When EOHWC expects to pay an employee for such compensated absences, a liability for the estimated probable future payments must be accrued if all of the following conditions are met:
  - 1. The employee's right to receive compensation for the future absences is attributable to services already performed by the employee;
  - 2. The employee's right to receive the compensation for the future absences is vested or accumulates;
  - 3. It is probable that the compensation will be paid; and
  - 4. The amount of compensation is reasonably estimable.
- B. Compensated absences not to be paid upon employee termination will be reflected when paid.



## **Part 6 Cost Accounting Policies**

### **6.01 Consistency in Cost Accounting**

All costs are either direct costs only or indirect costs only with respect to the program, which will be reported annually as Program Services (direct) or Supporting Services (indirect).

### **6.02 Unallowable Costs**

Costs expressly unallowable or mutually agreed to be unallowable under applicable funding agreements will be identified in separate accounts as Non-SRP related expenses and will not be paid or advanced from SRP funds.

### **6.03 Cost Accounting Period**

The fiscal year of EOHWC will be January 1st to December 31st. The same accounting period will be used for all adjusting entries, accruals and deferrals.

### **6.04 Program Service Costs**


- A. Expenses will be classified in a manner that describes the corporation's service activities. Each program service will be adequately described and will include all related service.
- B. Costs including overhead, related to the supervision of program services and supporting services should be prorated among those services.

### **6.05 Deferred Compensation**

The cost of deferred compensation will be assigned to the cost accounting period in which EOHWC incurs an obligation to compensate the employee. In the event no obligation is incurred prior to payment, the cost of deferred compensation will be the amount actually paid and will be assigned to the cost accounting period in which the payment is paid. The measurement of the amount of the cost of deferred compensation should be the present value of the future benefits to be paid by EOHWC.

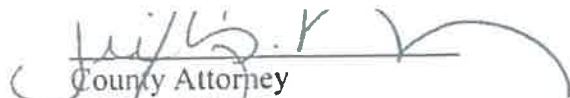
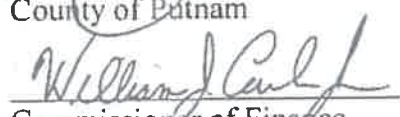
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

THE COLNTY OF PUTNAM

  
ie: MaryEllen Odell

By:  
Name:  
Title: County Executive

READ AND APPROVED

  
County Attorney  
County of Putnam  
  
Commissioner of Finance  
County of Putnam

EAST OF HUDSON WATERSHED CORPORATION

By:   
Name  
Title:

STATE OF NEW YORK

)ss.:

COUNTY OF PUTNAM

On this I day      of 2016, before me, the undersigned, a Notary Public in and for said      person State, appeared MaryEllen Odell, personally known to me or proved to basis of me on the isfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the indiv• l, or the person upon behalf of which the individual acted, ex uted the instrumen

Notary ublic


ADRIENNE S DAC NI  
Notary Public - State  
Reg. NC 60-6144664  
Qualified in Westchester County  
Comm. Exp. May 1, 20 ~~0~~

STATE OF NEW YORK )

)ss.:

COLMY OF )

Public to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed in nt.

	
Not	Public

George A. Rodenhausen  
Notary Public, State of New York  
Columbia County Reg. #4987196  
Commission Expires 10/07/20

Law Offices of

# Rodenhausen Chale LLP

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20 Spring Brook Park  
Rhinebeck, New York 12572

July 27, 2016


Michael Meyer, Associate Planner  
NYC Department of Environmental Protection  
Bureau of Water Supply  
59-17 Junction Boulevard, 13<sup>th</sup> Fl.  
Flushing, NY 11373

RE: Amendment to Corporation Agreement  
Putnam County East of Hudson Watershed Corp.

Dear Mike,

Enclosed please find the fully executed Amendment to the Corporation Agreement between Putnam County and the East of Hudson Watershed Corporation. Putnam County has its copy, and by copy of this letter I am delivering the third executed original to EOHWC.

Sincerely,



o

George A. Rod

enhausen

Enc. cc: EOHWC

(845) 5164323 ph  
(845) 5164528 fax  
grodenhausen@rodenhausenchale.co  
m

## AMENDMENT TO CORPORATION AGREEMENT

THIS AGREEMENT made this 10<sup>th</sup> day of 2016, by \_\_\_\_\_ and between:

THE COUNTY OF PUTNAM, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512 (the "County")

And

EAST OF HUDSON WATERSHED CORPORATION, a not-for-profit local development corporation organized pursuant to Section 141 1 of the Not-for-Profit Corporation Law, having an office and principal place of business at 2 Route 1 64, Patterson, New York 12563 (the "Corporation")

WHEREAS, the County and the Corporation entered into an agreement dated June 12, 2012, (the "Corporation Agreement") pursuant to which the County transferred to the Corporation the sum of Eight Million Two Hundred Thousand Dollars (\$8,200,000.00) (the "WQIP Funds") to facilitate the administration, design, construction management, construction, and operation and maintenance of certain eligible projects included in the Regional Stormwater Retrofit Plans, as defined in the Corporation Agreement; and

WHEREAS, the Corporation Agreement defined the Regional Stormwater Retrofit Plans as the plans designed to achieve compliance with the phosphorus reduction targets established by the New York State Department of Environmental Conservation ("NYSDEC") for the time period between January 1, 2010 to December 31, 2014; and

WHEREAS, the Corporation is nearing completion of implementation of the Regional Stormwater Retrofit Plans and wishes to use WQIP Funds used toward the design, construction, implementation, operation and maintenance of stormwater retrofit projects, including administrative expenses associated therewith, identified within the second five-year stormwater retrofit plan to be approved by NYSDEC for compliance with the applicable NYSDEC General Permit for Municipal Separate Storm Sewer Systems ("MS4 Permit"), and the County wishes to amend the Corporation Agreement to authorize the Corporation to do so.

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

1. The Corporation Agreement is hereby amended to authorize the use of WQIP Funds by the Corporation toward the design, construction, implementation, operation and maintenance of stormwater retrofit projects, including administrative expenses associated therewith, identified within the second five-year stormwater retrofit plan to be approved by NYSDEC to achieve compliance by Putnam County municipalities in the New York City Watershed with the MS4 Permit.

2. All other provisions of the Corporation Agreement remain in full force and effect in all respects and are applicable, without limitation, to the use of WQIP Funds as authorized by this Amendment.

N. Y. S. DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

STATE RECORDS

ALBANY , 12231-0001

FILING RECEIPT

=====

ENTITY NAME: EAST OF HUDSON WATERSHED CORPORATION

DOCUMENT TYPE: INCORPORATION (NOT-FOR-PROFIT)

TYPE: C COUNTY : WEST

=====

FILED:10/18/2011 DURATION:PERPETUAL CASH#:111018000829 FILM #:111018000756

FILER :

EXIST DATE

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RAPPORT MEYERS WHITBÉCK SHAW 10/18/2011 & RODENHÄUSEN 436 UNION ST.  
HUDSON, NY 12534-2427

ADDRESS FOR PROCESS :

\_\_\_\_\_  
SUPERVISOR TOWN OF SOMERS  
335 ROUTE 202

FILING 75 . 00  
TAX 0 . 00  
CERT 0 . 00

CASH 0 . 00  
CHECK 0 . 00  
CHARGE 0 . 00

COPIES 10 . 00

DRAWDOWN 135 .

HANDLING 50 . 00

OPAL 0 . 00

REFUND 0 . 00

SOMERS, NY 10589

**REGISTERED AGENT:**



SERVICE COMPANY : CORPORATION SERVICE COMPANY 45

SERVICE CODE : 45

FEES 135 . 00  
00

PAYMENTS 135 .

## STATE OF NEW YORK

### DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.





WITNESS my hand and official seal of the  
Department of State, at the City of Albany, on  
October 19, 2011.

Daniel E.  
First Deputy  
Secretary of  
State

A handwritten signature in dark ink, appearing to read "Daniel Shapiro", written over a horizontal line.

Shapiro

Rev. 05/09

11 10 180 ooQSC

CERTIFICATE OF INCORPORATION OF  
EAST OF HUDSON WATERSHED CORPORATION

A Not-for Profit Local Development Corporation  
Under Sections 402 and 1411 of the Not-for-Profit  
Corporation Law of the State of New York

The undersigned, being over the age of eighteen years, for the purpose of forming a notfor-profit local development corporation pursuant fo Section 1411 ofthe Not-for-Profit Corporation Law ofthe State ofNew York (the "N-PCL"), hereby certifies:

FIRST: The name ofthe Corporation is EAST-OF HUDSON WATERSHED CORPORATION (the "Corporation").

SECOND: The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the N-PCL and as provided in Section 1411 of the N.,PCL and is a Type C corporation as defined in Section 201 of the N-PCL.

THIRD: The Corporation is formed and will be operated exclusively for charitable purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1986, as amended, and for the specific purposes of:

(a) reducing the discharge and existing levels of phosphorus and other constituents of stonnwter runoff in the watershed ofthe New York City water supply system east of the Hudson River (the "New York City EOH Watershed") in order to protect the quality of the waters therein and to achieve compliance with all federal, state and local laws, regulations and permits applicable to the municipalities located within the New York City EOH Watershed and the businesses and persons therein; and

(b) acting in the public interest by relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering and maintaining job opportunities, instructing or individuals to improve or develop their capabilities for such jobs, carrying on scientific research for the purpose of aiding a community or geographical area by attracting new industry to the community or area or by encouraging the development of, or retention of, an industry in the community or area, and lessening the burdens of government relúg to the New York City EOH Watershed.

FOURTH: The Corporation shall cany out the foregoing purposes, on behalf ofthe municipalities located wholly or partly within the New York City EOH Watershed (the "EOH Municipalities"), by means of engaging in the following activities:

a) administering, organizing and implementing any and all necessary programs and projects in order for the EOH Municipalities to achieve compliance with the requirements of all federal, state and local laws, regulations and permits in relation to New York City's use of the surface waters within the EOH Municipalities for New York City's water supply, including, but not limited to, the Municipal Separate Storm Sewer System ("MS4") heightened requirements, on a non-profit basis;

(b) applying for, obtaining and contracting with any federal, state or local governmental agency, foundation, organization or individual for the purpose of obtaining grants, loans, or other form of financial assistance and expending or authorizing the expenditure of such funds in furtherance of the non-profit public purposes of the Corporation;

(c) acquiring by gift or purchase, holding, selling, conveying, assigning, mortgaging or leasing any property, real or personal, necessary or incidental to the non-profit public purposes of the Corporation;

(d) administering water quality protection programs necessary to maintain and enhance the water quality in the New York City EOH Watershed, which shall include making decisions on the funding and implementation of said programs consistent with the laws, regulations and permits related to the New York City EOH Watershed and all other applicable federal, state and local laws, regulations and permits;

(e) entering into, performing and carrying out the terms of any and all contracts, which are necessary, incidental to or in connection with the non-profit public purposes of the Corporation, or in advancement thereof; and

(f) performing any other act which is incidental to or in connection with the non-profit public purposes of the Corporation, or in advancement thereof, but not for the pecuniary profit or financial gain of its members, directors or officers, except as permitted under Article 5 of the NPCL.

FIFTH: The activities referred to in paragraph "FOURTH" hereof will achieve the lawful public objective of lessening the burdens of the government, as carrying out such purposes and exercising the powers conferred upon the Corporation involve the performance of an essential government function. It is understood, however, that the performance of such functions will assist the EOH Municipalities in reducing unemployment and in promoting job growth and economic development by achieving compliance with the laws, regulations and permits related to the New York City EOH Watershed.

SIXTH: The operations of the Corporation will be performed in the New York City EOH Watershed. The office of the Corporation will be located in the within the County of Westchester, State of New York,

Each EOH Municipality is eligible to become a member of the Corporation.  
The members of the Corporation are the municipalities listed below. The Corporation shall have a

board of directors and the directors shall at all times be the chief elected official of each member.  
The names and addresses of the initial directors are listed below.

Member: Town of Carmel  
Initial Director: Kenneth Schmitt, Supervisor  
Town Hall  
60 Avenue  
Mahopac, New York 10541

Member: Town of Putnam Valley  
~~Initial~~ Director: Robert Tandy, Supervisor  
Putnam Valley Town Hall  
265 Oscawana Lake Road  
~~Putnam~~ Valley, New York 10579

~~Member: Town of Kent~~  
Initial Director: Katherine Doherty, Supervisor  
Kerrowan Hall  
25 Sybil's Cmsóg  
Karl Lakes, New York 10512

~~Member: Town of Southeast~~  
Initial Director: Miúael Righg, Supervisor  
Southeast Town Hall  
1360 Route  
Brewster, New York 10509

Member: Town of Patterson  
r.tfld Michael Supervisor  
~~Patterson~~ Town Hall  
PO Box 470  
1142 Route 311  
Patterson, New York 12563

~~Member: Town of Bedford~~  
Initial Lee V. A. Roberts, Supervisor  
Bedford Town Hall  
321 Bedford Road  
Bedford Hills, 10507

Member: Town of Cortlandt  
~~Initial~~ Director: Linda D. Puglisi, Supervisor  
Cortlandt Town Hall  
1 Heady Street  
~~Cortlandt Manor~~ Manor, New York 10567

Member: Town of Lewisboro  
Initial Director: Charles D'ý, Supervisor  
Lewisboro Town Hall  
Main PO 500

South Salem, York  
10590

Member: Town of Mount Kisco  
Initial J. Michael Cindt'ieb, Mayor  
Mount Kisco Town Hall  
104 Main Street  
Mount Kisco, New York 10549

Member: Town of New Castle  
Initial Director: Barbara Supervisor  
New Castle Town Hall  
South Greeley Avenue,  
Chappaqua, New York 10514

Member: Town of North Castle  
Initial Director: William Weaver, Supervisor  
North Castle Town  
Hall 15 Bedford  
Road  
Armonk, New York 10504

Member: Town of North Salem  
Warran J- Lucas, Supervisor North  
Salem Town Hall  
266 Road  
North Salem, New York 10560

Member: Town of Pound Ridge  
Initial Director: David Warshauer, Supervisor  
Pound Ridge Town Hall  
179 Westchester Avenue

Pound Ridge New York 10576

Member: Town of Somers  
Initial Director: Maw Beth Murphy, Supervisor  
Town Hall

Somers, New York 10589

Member: Town of Yorktown  
Initial Director: Susan Siegel, Supervisor  
Yorktown Town  
Hall  
363 Union Avenue  
Yorktown Heights, New York 10598.

Putnam County  
Initial Director: Paul County Executive  
40 Gleneida  
Cannel, New York 10512

Member, Village of Brewster  
Initial Director: James Mayor  
Brewster Town Hall  
50 Mafil Street  
Brewster, New 10509

Member: Town of Pawling Initial Director:  
David P. Kelly, Supervisor 160 Charles  
Boulevard  
Pawling New 12564

Member; Village of Pmwlmg  
. Initid Robert L., imäid, Mayor 9 Memorial Avenae  
Pawling, NY 12564

EIGHTH; The Setzetary of State of the State of New York is hereby designated the agent of the Corporation upon whom process against it may be served. The post office address to which Secretary of State mail a copy of any process against the Corporation served upon him or her as agent of the Corporation is:

**Supervisor**  
Town of Somas  
335 Route 202  
Somers, New York 10589

NINTH; The Corporation is not formed for pecuniary profit or for financial gain. All

income and of the Corporation shall be used exclusively for its corporate purposes. No part of the income or earnings of the Corporation shall inure to the or of any board member or private person, corporate or individual, except that reasonable compensation may be paid for services rendered to or for the Corporation. No member or person, corporate or individual, shall be entitled to share in the distribution of any Corporation's property or assets dissolution of the Corporation, provided, however, that the Corporation may repay loans and repay contributions made to it only if and to the extent any may not be allowable as a deduction in computing taxable income under the Revenue Code or any future federal tax code.

TENTH: Notwithstanding other provision of this certificate of incorporation the Corporation is organized exclusively for one or more charitable specified in Section 501(c)(3) of the Internal Revenue Code and shall not out any activity not permitted to be carried on (a) by a corporation exempt from federal income under Section 501(c)(3) of the Internal Revenue Code or the corresponding Section of any future federal code or (b) by a corporation, contributions to which deductible under Section 170(c)(2) of the Internal Revenue Code or the corresponding Section of any future federal tax code,

In the liquidating assets payment expenses thereof and of adequate provigim for all liabilities as may be required by law, shall be distributed as by the board of directors in a manner consistent with the N.-PCL.

TWELVTH: No part of the activities conducted by the Corporation shall include carrying on propaganda or to influence legislation (except as otherwise provided by Section 501(h) of the Revenue Code) or participating in or intervening in any political campaign or in opposition to, any candidates for public office,

shall the Corporation indirectly to in or include its purposes any of the described in subsections 404(b) (v) of the N-PCL.

**FOURTEENTH:** The board of directors may adopt by-laws with respect to indemnification to provide at all times the fullest indemnification permitted by the N-PCL, as amended from time to time.

**FIFTEENTH:** To the extent not prohibited by the N-PCL\* the Corporation may purchase and maintain insurance.


(a) to indemnify the Corporation for any obligation it incurs as a result of the indemnification of the directors and officers; and

(b) to indemnify directors and officers.

**SIXTEENTH:** The by-laws of the Corporation, not inconsistent with this certificate, may be adopted, or repealed by the board of directors.

**SEVENTEENTH:** The Corporation will be subject to the Public Authorities Accountability Act of 2005 (the "Act"). As such, the Corporation will be required to, among things: (a) undergo an annual audit and submit the results to the Office of the Comptroller and the New York State Authorities Budget Office, (b) prepare and submit its annual budget to the members of the New State Authorities Budget Office, (c) adopt the various ethical, reporting, proper disposition and disclosure policies required by the Act, and other governance and audit committees to ensure the Corporation is in compliance with the Act and any other applicable laws.

IN WITNESS WHEREOF, this has been subscribed 14th day of October\* 2011, by the undersigned who certifies that the statements made herein are true under the penalties of perjury.

  
George A. Rodenhauer  
Sole Incorporator  
Rappaport Meyers

20 Spring Brook Park  
Rhinebeck, New York 12572



00756

11 10 180

CERTIFICATE OF INCORPORATION

OF

EAST OF HUDSON WATERSHED CORPORATION

Section 1411 of the Not-for-Profit Corporation Law

2017

2:36

1cc  
STATE OF NEW YORK  
DEPARTMENT OF STATE  
FILED

Filer : Rapport Meyers Whitbeck Shaw & Rodenhausen  
436 Union St.  
Hudson, NY 12534-2427

Cust. Ref#946523Jba

TAX \$             
BY:           

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Drawdown

West  
Type C

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## AMENDMENT TO CORPORATION AGREEMENT

THIS AGREEMENT made this 20 day of April, 2016, by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 ~~Maritime~~ Martine Avenue, White Plains, New York 10601 (the "County")

and

EAST OF HUDSON WATERSHED CORPORATION, a not-for-profit local development corporation organized pursuant to Section 1411 of the Not-for-Profit Corporation Law, having an office and principal place of business at 2 Route 164, Patterson, New York 12563 (the "Corporation")

WHEREAS, the County and the Corporation entered into an agreement dated June 7, 2012, (the "Corporation Agreement") pursuant to which the County transferred to the Corporation the sum of Ten Million Dollars (\$10,000,000.00) (the "WQIP Funds") to facilitate the administration, design, construction management, construction, and operation and maintenance of certain eligible projects included in the Stormwater Management Plan, as defined in the Corporation Agreement; and

WHEREAS, the Corporation Agreement defined the Stormwater Management Plan as the first five years of the regional stormwater retrofit plan approved by the New York State Department of Environmental Conservation ("NYSDEC"); and

WHEREAS, the Corporation is nearing completion of implementation of the first five-year stormwater retrofit plan approved by NYSDEC and wishes to use WQIP Funds used toward the design, construction, implementation, operation and maintenance of stormwater retrofit projects, including administrative expenses associated therewith, identified within the second five-year Regional Plan to be approved by NYSDEC for compliance with the applicable NYSDEC General Permit for Municipal Separate Storm Sewer Systems ("MS4 Permit"), and the County wishes to amend the Corporation Agreement to authorize the Corporation to do so.

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

1. The Corporation Agreement is hereby amended to authorize the use of WQIP Funds by the Corporation used toward the design, construction, implementation, operation and maintenance of stormwater retrofit projects, including administrative expenses associated therewith, identified within the second five-year stormwater retrofit plan to be approved by NYSDEC to achieve compliance by Westchester County municipalities in the New York City Watershed with the applicable MS4 Permit.

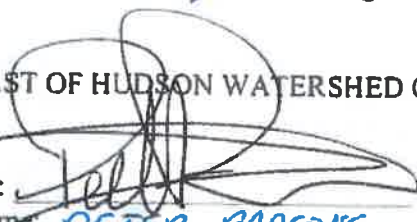
2. All other provisions of the Corporation Agreement remain in full force and effect in all respects and are applicable, without limitation, to the use of WQIP Funds as authorized by this Amendment.

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

THE COUNTY OF WESTCHESTER

By:   
Name: Edward Burroughs  
Title: Commissioner of Planning

EAST OF HUDSON WATERSHED CORPORATION

By:   
Name: PETER PARSONS  
Title: PRESIDENT

Authorized by the Westchester County Board of Legislators by Act No. 226-2016 on the 20<sup>th</sup> day of June, 2016.

Authorized by the Board of Acquisition and Contract of the County of Westchester at a meeting duly held on the 28<sup>th</sup> day of July, 2016.

Approved as to form and manner of execution

  
Assistant County Attorney

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

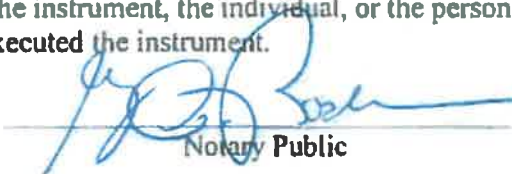
On this 30 day of AUGUST, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared EDWARD BUREK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

EDWARD J. HOFFMEISTER  
Notary Public, State of New York  
No. 02HO4742897  
Qualified in Westchester County  
Commission Expires 9/30/2017

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

On this 25<sup>th</sup> day of AUGUST, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter Parsons, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

George A. Rodenhausen  
Notary Public, State of New York  
Columbia County, Reg. #4987196  
Commission Expires 10/07/2017

**CERTIFICATE OF AUTHORITY**  
**(CORPORATION)**

I, WARREN LUCAS  
(Officer other than officer signing contract)

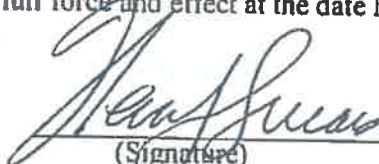
certify that I am the TREASURER of  
(Title)  
the EAST OF HUDSON WATERSHED CORPORATION  
(Name of Corporation)

a corporation duly organized and in good standing under the  
N-E-P CORPORATION (Law under which organized, e.g., the New York  
Business Corporation Law) named in the foregoing agreement; that  
PETER PARSONS  
(Person executing agreement)

who signed said agreement on behalf of the  
EAST OF HUDSON CORPORATION  
(Name of Corporation)


was, at the time of execution PRESIDENT  
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

  
(Signature)

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

On the 25<sup>th</sup> day of AUGUST in the year 2016 before me, the undersigned, a Notary Public in and for said State, WARREN LUCAS personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at 668 Titicus Rd, North Salem, NY, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

  
Notary Public  
George A. Rodenhausen  
Notary Public, State of New York  
Columbia County, Reg. #4987196  
Commission Expires 10/07/2017.

THIS AGREEMENT, dated the <sup>day</sup>  
between,

of August

C-PL-18460

, 2019, by and

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the state of  
**New York**, having an office and place of business in the Michaelian Office Building, 148  
Martine Avenue, White Plains, New York 10601 (the "County") and

**EAST OF HUDSON WATERSHED CORPORATION**, not-for-profit local  
development corporation organized pursuant to Section 141 1 of the Not-for-Profit  
development corporation organized pursuant to Section 141 1 of the Not-for-Profit  
Corporation Law of the

State of New York, having an office and principal place of business at 2 Route 164,  
Patterson, New York 12563 (the "Corporation")

#### WITNESSETH:

WHEREAS, the County and the municipalities of Bedford, Cortland, Lewisboro, Mt.  
Kisco, New Castle, North Castle, North Salem, Pound Ridge, Somers and Yorktown (the  
"Municipalities") are parties to the 1997 Watershed Memorandum of Agreement, including  
as an attachment thereto the East of Hudson ("EOH") Water Quality Investment Program  
Contract (the "Program Contract") by and between the New York City Department of  
Environmental Protection ("NYCDEP") and the County, (together the "MOA"), along with the  
City of New

York (the "City"), the State of New York (the "State"), the United States Environmental  
Protection Agency (the "USEPA"), the Catskill Watershed Corporation, the Coalition of  
Watershed Towns and certain other environmental parties; and

WHEREAS, pursuant to the MOA, the City paid Westchester THIRTY-EIGHT  
MILLION (\$38,000,000.00) DOLLARS to create a fund, known as the East of Hudson Water  
Quality Investment Program Fund, which now includes earnings thereon (the "EOH WQIP



Fund"), to support a program of water quality investments east of the Hudson River in order to protect New York City's drinking water supply; and

WHEREAS, pursuant to the MOA, including without limitation the surviving clauses of the Program Contract, the EOH WQIP Fund monies may be distributed by the County for specified water quality improvement projects as enumerated therein and/or as NYCDEP may authorize (each an "Eligible Project"); and

WHEREAS, the land area of the Municipalities is located wholly or partially within the Croton and/or Kensico Watersheds; and

WHEREAS, the Municipalities (also known as the "CKWIC Municipalities") entered into an intermunicipal agreement dated May 27, 2008 (the "CKWIC IMA"), forming the Croton Kensico Watershed Intermunicipal Coalition (the "Coalition") to work collaboratively as a regional stormwater entity as described in Part IX of the NYSDEC MS4 SPDES permit (the "MS4 Permit"); and

WHEREAS, the Coalition retained the services of a team of consultants to prepare a Regional Stormwater Implementation Plan (the "Plan"), which was approved by the NYSDEC in 2010 in fulfillment of the retrofit plan requirement under the MS4 Permit; and

WHEREAS, the County entered into an intermunicipal agreement dated June 7, 2012 (the "CKWIC MA") with the CKWIC Municipalities to fund up to Ten Million (\$10,000,000) Dollars from the EOH WQIP Fund for eligible costs associated with the administration, design, construction management, construction and operation and maintenance of certain Eligible Projects; and

WHEREAS, pursuant to the CKWIC IMA, the Municipalities agreed to, among other things, cooperate on achieving their shared goal of meeting their heightened permit requirements under the MS4 Permit; and

WHEREAS, pursuant to the CKWIC IMA, Eligible Projects have or will be undertaken in cooperation by the CKWIC Municipalities; and

WHEREAS, the CKWIC Municipalities formed the East of Hudson Watershed Corporation (the "Corporation"), an independent locally-based and locally administered not-for profit corporation, organized under Section 1411 of the New York State Not-For-Profit-Corporation Law, for the purpose of administering, organizing, implementing and maintaining projects to achieve compliance with the retrofit requirements of the MS4 Permit; and

WHEREAS, the Corporation and the County entered into an agreement dated June 7, 2012 wherein all of the rights and responsibilities of the CKWIC Municipalities were transferred to the Corporation (the "Corporation Agreement"); and

WHEREAS, on September 14, 2012, NYSDEC approved "bubble compliance" for all member municipalities, (including the CKWIC Municipalities) of the Corporation, meaning that if the NYSDEC approved East of Hudson regional plan or any revision thereof is implemented within the time prescribed in the MS4 Permit, a participating member municipality will be deemed to be in compliance with the stormwater retrofit and phosphorus reduction requirements of the MS4 Permit; and

WHEREAS, the Corporation has continued to administer, organize, implement and . maintain Eligible Projects to achieve compliance with the retrofit requirements of the MS4 SPDES Permit; and

WHEREAS, on November 10, 2015, the Corporation and its member municipalities (including the CKWIC Municipalities) adopted a Policy for the Operation and Maintenance of EOHWC Stormwater Retrofit Projects ("O&M Policy"), which provides that the expense of paying for the cost of maintenance of the stormwater retrofits is to be shared among the member municipalities in proportion to each of their obligations for phosphorus removal, and that the operation and maintenance financial obligation for each member municipality is be based on their percentage of the overall 5-year phosphorus reduction and the estimated annual total cost for maintaining the stormwater retrofits; and

WHEREAS, the Corporation now seeks to utilize up to SEVEN HUNDRED FIFTY THOUSAND (\$750,000) DOLLARS from earnings on the EOH WQIP Fund for eligible

operation and maintenance costs and expenses for Eligible Projects (the "EOH Fund Earnings"); and

WHEREAS, in order to properly spend monies from the earnings on the EOH WQIP Fund, Westchester and the Municipalities must comply with the procedures as set forth in the MOA and all federal, state and local laws, rules and regulations, including the Laws of Westchester County. This includes, among other things, compliance with the right of objection procedures specified in paragraph 107(c) of the MOA, which require that Westchester notify a designated group, consisting of EOH parties to the MOA, State agencies, and environmental organizations, of its intention to use a portion of the EOH WQIP Fund earnings, and requires that Westchester consider any comments or objections raised by those parties before it proceeds to spend the EOH WQIP Fund earnings; and

WHEREAS, the Westchester County Department of Planning, which acts as the Administrator of the EOH WQIP Funds, issued the right-of-objection letter to the requisite parties on May 18, 2018 stating Westchester's intent to access and distribute the EOH Fund Earnings to the Corporation for the purposes described herein, and no objections were received during the objection period as defined in Section 107(f) of the MOA. Therefore, Westchester has complied fully with this procedure as required by the MOA; and

WHEREAS, in accordance with Section 140(c), the EOH Fund Earnings will be paid from earnings on the EOH WQIP Fund and not from principal thereon, noting that pursuant to MOA Section 140(d) (iii) principal may not be used to pay operation or maintenance costs; and WHEREAS, the Westchester County Board of Legislators, on August 6, 2018 by Act No. 120-2018, authorized the transfer of the EOH Fund Earnings into a County Trust Account; and

WHEREAS, on October 18, 2018, the Westchester County Board of Acquisition & Contract authorized the County to enter into this Agreement; and

WHEREAS, the Corporation has received all necessary approvals to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, the parties agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF WESTCHESTER:

- A. The County, acting by and through its Department of Planning ("Planning") will disburse earnings on the EOH WQIP Fund an amount not-to-exceed SEVEN HUNDRED FIFTY THOUSAND (\$750,000) DOLLARS (the "EOH Fund Earnings").
- B. The EOH Fund Earnings will be disbursed pursuant to the terms hereof, in order to fund the financial obligations of the CKWIC municipalities to the Corporation pursuant to the O&M Policy in connection with the operation and maintenance of eligible projects, each as more fully set forth in Schedule "A," as may be revised from time to time as provided therein, which is attached hereto and forms a part hereof for the period January 1, 2016 through December 31, 2022.

Such disbursement will be made pursuant to the below "Approval and Funding Procedures" section below.

B. It is expressly acknowledged and agreed that the County shall have no further responsibility other than the disbursement of the EOH Fund Earnings, it being further acknowledged and agreed that the County's sole obligation pursuant to this Agreement shall be the distribution of the EOH Fund Earnings. The County does not provide or extend any warranty of fitness or workmanship for any work undertaken in connection with, or paid under this Agreement.

Payment hereunder by the County shall operate as a release to the County from any and all obligations or liabilities in connection herewith to the Corporation and any of their respective contractor(s) or subcontractor(s).

11. APPROVAL AND FUNDING PROCEDURES:

The County shall disburse, on an annual reimbursement basis, operation and maintenance costs and expenses for eligible projects as defined in Section I herein and as listed in Schedule „A attached hereto and made a part hereof.

The Corporation acknowledges and agrees that the MOA, including the below provision, are controlling with respect to determining eligibility for reimbursement:

"Section 140(c)(iii) of the MOA lists "operation and maintenance costs directly related to or resulting from [an eligible) project" as eligible expenses for earnings on the EOH WQIP FUND. "

The Corporation shall comply with operation and maintenance plans in accordance with the O&M Policy and the NYSDEC Operation and Maintenance guidance manual located at [https://www.dec.ny.gov/docs/water\\_pdf/smpmaintguidance.pdf](https://www.dec.ny.gov/docs/water_pdf/smpmaintguidance.pdf) and shall provide any and all documentation requested by the County Department of Planning to substantiate payment, including, but not limited to invoices, affidavits or other documentation describing the work performed, when the work was performed, cost and proof as an eligible expense under the MOA. Further, the Corporation agrees that approval of all operation and maintenance reimbursements shall be in the Commissioner of Planning's sole discretion.

111. REPRESENTATIONS, WARRANTIES AND GUARANTEES OF THE CORPORATION:

The Corporation expressly represents warrants and guarantees that:

(a) it is a not-for-profit corporation duly organized, validly existing under the laws of the State of New York; the execution and performance of this Agreement by the Corporation has been duly authorized by its governing body; this Agreement, and any other documents required to be delivered by the Corporation when so delivered, will constitute, the legal, valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms\*, and the Corporation will deliver to

the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required by the County to be delivered by the Corporation;

(b) the person signing this Agreement on behalf of the Corporation has full authority to bind the Corporation to all of the terms and conditions of this Agreement pursuant to the authority granted by the Corporation's governing body, as noted above;

(c) it is financially and technically qualified to perform its obligations hereunder, including without limitation, implementation of the projects;

(d) it has received a fully executed copy of the MOA and is familiar with and will comply with said MOA, as well as all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement; and

(e) the consummation of the transactions contemplated by this Agreement and the performance of the Corporation's obligations hereunder will not result in any breach of or constitute a default under other instruments or documents to which the Corporation is a party or by which it may be bound or affected.

(t) prior to reimbursement for funding the operation and maintenance costs and expenses of a project set forth in Schedule "A", such project shall have received the approval of the NYSDEC and shall have been completed and implemented or is an active ongoing project.

The Corporation acknowledges the County is acting in reliance on the above statements.

#### IV. RIGHTS AND RESPONSIBILITIES OF THE CORPORATION:

A. The Corporation hereby acknowledges and agrees that it will undertake all rights and responsibilities of the Municipalities pursuant to the MOA.

B. The Corporation hereby acknowledges and agrees that, in the event it is unable to expend all of the EOH Fund Earnings, prior to termination hereof, all such unexpended monies, including interest earned thereon, if any, shall be remitted to the County, within thirty (30) days of receipt of a written request from the County. The Corporation further acknowledges and agrees that should funds be received, whether by the Corporation or a Municipality, from another source for any cost reimbursed hereunder, such duplicate funds must be returned.

C. The Corporation shall maintain copies of all invoices and other such information which details the services performed and expenditures made hereunder for a period of seven (7) years after funding.

D. The Corporation shall be responsible for compliance with all applicable requirements of the MOA, Federal, State and local laws, regulations and ordinances, and shall procure and maintain, in full force and effect for the term of this Agreement, all applicable permits, licenses and approvals from all governmental authorities having jurisdiction required for the lawful performance of its obligations hereunder.

E. In addition to, and not in limitation of the insurance requirements contained in Schedule "B" entitled "Standard Insurance Provisions," attached hereto and made a part hereof, the Corporation hereby acknowledges and agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, it shall indemnify and hold harmless the County, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, actions, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of this Agreement, whether by any Municipality or the Corporation, and of the acts or omissions hereunder by any



Municipality or the Corporation or third parties under the direction or control of any Municipality or the Corporation; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement , including without limitation, implementation of any project, whether by the Municipality or the Corporation, and to bear all other costs and expenses related thereto; and

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

F.The Corporation hereby acknowledges and agrees that it shall defend and indemnify's the County for any environmental damages arising out of or in any way connected with this Agreement, including without limitation, which environmental damages shall include, without limitation, all claims, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense if any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys 'fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of Hazardous Waste, as that term is defined in 6 NYCRR Part 371 , upon, beneath, or about the site of the project(s) or migrating or threatening to migrate to or from the site of the project(s), or any violation of applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans,

authorizations, concessions, franchises, and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, regardless of when any such environmental damages arose.

G. In full compliance with Section 107(e) of the MOA, the Corporation hereby acknowledges and agrees that it shall create and maintain at its principal office throughout the term of this Agreement a repository of information regarding this Agreement, as may be necessary for a fair public assessment of this Agreement. The Corporation shall ensure that the County or its designee shall have the right to inspect and audit said repository.

H. The Corporation shall comply with all of the above obligations, including without limitation, to ensure that the EOH Fund Earnings are spent consistent in accordance herewith, including without limitation, pursuant to the terms Of the MOA.

All of the provisions of this Section IV shall survive the expiration or other termination of this Agreement.

v. TERM:

This Agreement shall commence upon execution (the "Commencement Date"), shall be deemed retroactive to include operation and maintenance costs as described herein, and terminate as of December 31, 2022 unless terminated sooner in accordance with the provisions hereof.

The County, upon ten (10) days' notice to the Corporation, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In addition to the foregoing and not in limitation thereof, the Corporation hereby acknowledges and agrees that, should the County

determine that the Corporation has materially breached the terms hereof, including without limitation, use of the EOH Fund Earnings for ineligible costs or failure to submit required reports regarding expenditure of such funds, the County, in addition to any other right or remedy it might have in law or equity, may terminate this Agreement.

Upon receipt of notice that the County is terminating this Agreement, the Corporation shall deliver all records and funds as directed by the County. It is expressly agreed and acknowledged that NYCDEP may enforce the County rights hereunder.

## **VI. MISCELLANEOUS:**

A. This Agreement, including all attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto. This Agreement may not be modified, changed or supplemented except by instrument signed by the parties hereto, subject to receipt of all necessary legal approvals. This Agreement shall apply to and bind any successor(s) in interest of the respective parties.

B. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement will in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision will be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision will be interpreted and enforced to give effect to the original written intent of the parties prior to determination of such invalidity or unenforceability.

c. It is acknowledged and agreed that any defined terms contained in the initial "Whereas Clauses" are incorporated by reference into the body of this Agreement.

D. No party hereto shall make any assignment of their respective rights and responsibilities hereunder, without the prior written consent of the other party hereto. Any assignment or attempt to assign by a party hereto, without the prior consent of the other party hereto shall be void.

E. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

F. Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Under this Agreement it is recognized and understood that the County encourages the Corporation to act similarly.

The Corporation acknowledges and agrees that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by coworkers, supervisors, vendors, contractor(s) or others.

G. This Agreement shall not be enforceable until executed by the parties and approved by the Office of the Westchester County Attorney.

H. In the event of any material noncompliance with the terms hereof, including without limitation, use of the funds disbursed hereunder for ineligible costs, or failure to submit required reports, which remains uncured for thirty (30) days after service on the Corporation of written notice thereof (the "Cure Period"), the County, at its option, may seek any and all appropriate legal and/or equitable remedies, including, but not limited to, damages, reasonable attorney's fees, disbursements and court costs in such amounts as shall be allowed by the court.

The Commissioner of Planning, in her sole discretion, may agree to stay any such enforcement beyond the Cure Period, provided however that the County determines that the Corporation is diligently and continuously acting to cure said noncompliance. Without

limiting the foregoing, upon written notice to the Corporation, repeated non-compliance by the

Corporation of any particular duty or obligation under this Agreement will be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure. Notice will be effective as set forth herein.

I. It is recognized and understood that the Corporation is not an agent of the County and in accordance with such status, the Corporation and all of its respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

J. The Corporation hereby acknowledges that any provision of this Agreement which requires consent of the County shall be subject to receipt by the County of any and all necessary legal approvals.

K. Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect.

L. This Agreement may be executed simultaneously in several identical copies, each of which shall be an original and all of which shall constitute but one and the same agreement.

M. Except as may be expressly set forth herein, nothing herein is intended or shall be construed to confer upon or give any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement.

Notwithstanding the foregoing, it is expressly acknowledged and agreed that the NYCDEP is an express third party beneficiary hereunder.

N. The parties each agree to execute and deliver such further instruments and to seek such additional authority as may be required to carry out the intent and purpose of this Agreement.

O. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

## VI. NOTICES:

All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail, postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to all of the following:

To the County:  
Commissioner of Planning  
Michaelian Office Building, 4<sup>th</sup> floor  
148 Martine Avenue  
White Plains, New York 10601

with a copy  
to: County  
Attomey  
Michaelian Office Building, 6<sup>th</sup> floor  
148 Martine Avenue  
White Plains, New York 10601

To the Corporation:  
East of Hudson Watershed Corporation  
President

2 Route 164  
Patterson, New York 12563

with a copy to:  
George A Rodenhausen, Esq.  
20 Spring Brook Park  
Rhinebeck, New York 12572

Any changes or additions to the descriptions made in this Section VI. shall be made in writing and delivered to the other parties in accordance herewith.

(NO FURTHER TEXT ON THIS PAGE  
SIGNATURE PAGE FOLLOWS)



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

COUNTY OF WESTCHESTER

By:   
Norma V. Drummond  
Commissioner

oma V. Drummond

EAST OF HUDSON WATERSHED CORPORATION  
By:   
Name: PETER H. PARSON  
Title: PRESIDENT

Authorized by the Westchester County Board of Legislators by Act No. 120-2018 on August 6, 2018.

Authorized by the Westchester County Board of Acquisition and Contract on October 18, 2018.

Approved as to form and  
manner of execution:



manner of execution:  
Sr. Assistant County Attorney  
The County of Westchester

ACKNOWLEDGEMENT

STATE OF NEW YORK ss.:

COUNTY OF WESTCHESTER)

2019 before me, the undersigned, personally appeared

On the 13 day of August, personally known to  
Peter Parsons, personally evidence to be the individual 'Whose name is  
subscribed to the within instrument, and acknowledged to me that he executed the same  
in his capacity, and that by his signature on the instrument, the individual or the person  
upon behalf of which the individual acted, executed the instrument.

  
Notary Public

Notary Public, State of New York  
Registration No. 01MA6381157  
Qualified in Dutchess County  
My Commission Expires September 24,  
LROADbWER4

**CERTIFICATE OF AUTHORITY**  
(CORPORATION)

I, Richard Williams Sr,  
(Officer other than officer signing contract)

certify that I am the Vice President of  
(Title)  
the East of Hudson Watershed Corporation  
(Name of Corporation)

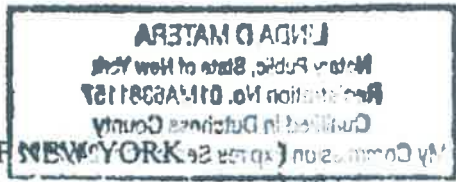
a corporation duly organized and in good standing under the State of New York  
(Law under which organized, e.g., the New York Business Corporation Law) named in the  
foregoing agreement; that Peter Parsons  
(Person executing agreement)

who signed said agreement on behalf of the East of Hudson Watershed Corp.  
(Name of Corporation)

was, at the time of execution reg  
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said  
Corporation by authority of its Board of Directors thereunto duly authorized and that such  
authority is in full

force and effect at the date hereof.



*Richard Williams*  
(Signature)

STATE OF  
COUNTY OF

On the 13 day of August in the year 201 before me, the undersigned, a Notary Public in and for said State, Richard Williams personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at 442 Kte 311, Patterson, NY 12563 and he/she is an officer of said corporation, that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

*Linda D. Matera*  
Notary Public

Notary Pu

lic

Date 6/3-90/9



SCHEDULE "A"

### PROJECT DESCRIPTIONS ATTACHED HERETO\*

\*In addition to the attached listed projects, any additional projects ("Additional Projects"), which qualify as Stormwater Best Management Practices in accordance with Section 140(b)(v) of the MOA, shall be deemed incorporated into this Schedule A by reference, provided that such

Additional Projects are added to the Regional Stormwater Retrofit Plan and approved by NYSDEC. Such Additional Projects shall be deemed added to this Schedule A when the Commissioner of Planning is provided with a list of such projects, a copy of the amended Regional Stormwater Retrofit Plan, as well as a copy of the NYSDEC approval, It is acknowledged that no further approval shall be sought or required for any such Additional Projects.

The EOHWC shall provide annually to the WCDP a completed attached form from each of the municipalities. The completed attached form shall include by project the number of employees, the amount of time spent, and the employees rate of pay. Along the attached

form, each municipality shall submit a cover letter describing the work done. The EOHWC shall provide WCDP annually a completed EOHWC Operation and Maintenance Costs, which provides a breakdown by municipality the O&M costs, the Phosphorous removal, the municipality monetary responsibility, and the Net Payout to the municipality.

## Schedule "A" EOHWC

## Project List

B.CR.29	Mount Holly Road
B.MU07	Bedford Hills Memorial Park
B.MU.21	Cavot Dam Road
B.MU.22	Cartows
B.MU.23	North Street
B.MU.24	School Street
B.MU.25	Guard Rd H
	UR
B.MU.30	South Church Street
B.MU-32	Abbott Road
B.MU-35	Brook Brook Rd
a.MU-41	Cuccaboos and Bisbee Rd
B*U.701	NYCOEP Communc Lot
a.NCR.27	South Beach Rd
Carmel-AM-1 t IA	ACS Element School
Carmel-AM-112	Austln School
	Rd Elementary
Carmel.AM.t 16	Aahopac Middle School Hitchcock
Catma\$-AM-129	Rd
CarmelCF.102A	Hill
	Guide Post Semina
CamalCF.102B	Guide Post Seminary
CarmelCF.119B	Ken RI St. Michael's Terrace Garret
Carmel-CF-123	Place
CarmelCF-601	Dave
	Putnam County Hospital Center
CarmelCF.702	Fanya Lane
CarmelCF.703	
Carmel.CF01	Fumar Rd Ele. (A)
Carmel.CF.802	Amar Rd Ele. School B
Carmel.CF.803	Plaza
	Rd
Carmel-PA-18	Ri
	Carmel Sewer District
Carmel*RE-02	Lakeview Court
Carmel.PRE0	
Carmel.PRE-04	Shave ate Road
	Red Mills Road
Catme\$.PRE-06	Golden Road
Carmel.PRE-07	Our Orfvo
	Actgs Subdivison
Kentl.BC.830	Dua
	Rambler Rd
	Palmer Lake
Kent.MB.311B	NYS Rt 311 81-84
Kent-MB-601	Montrose Drive
Kent-MB-C02	Havaand Rd Outlan
Rent-MS-701	Lake Carmel Outfall
Kent.M34dd.19	

Pat.EBCE-04a'04b[04c	Old Rt 22
Pat-EB-60t	Vatvey Rd
Pat.EBEO2	Rd
Pat.EBEO3	Lost Lake
Pat.MB.0a	Patterson Train Station Comer
	Rd
PAT.PRE-02	Gottwald Property
	Associates
FAT.PRE-03	Brewster Plastics
PAT.PRE.04	Butth Reattv
PAT.PRECE	Old Road H' hway Improvement
PAT.PRE-06a	Puu-tam Lake Retrofit Pm ect • Site 1
PAT-PRE-06b	Putnam Lake Retrofit PmJect • Site 2a
	•
PAT.PRE06d	Putnam Lake Retrofit Pro ct Site 2b
	Puffiarn Lake Røtmfit Project •Site 3a Retrofit
	Pro
PAT.PRECEf	Poham Lake She 3b
	Puunam Lake Retrofit( Project -She 3c -
PAT-PRE_06h	Putnam Lake Retrofit Prolect
	Putnam Lake Retrofit ect -Site 5
PAT.PRE.061	Putnam Lake Retrofit ject •
pAT.PRE-06	Putnam Lake Retrofit act •Site 7
	Pm Panerson Town
Panerson.PA.11	Ran
	Patterson H' way Gara
	Matthew Paterson e
	Elementary School
pc-t	Matthew Paterson
	Elementaty
PC-12	Putnam Natmat Golf urse
	Count EOC
PC-1A	Putnam National Golf urse
	North Brewster Rd
PC-5N.	PCDH&F
	Teakettle Spout Lake
PC.9	Vetorans Memorial Park
PC.MB.701	Putnam Count Facilit
PC.MUEOI	Till Foster Farm
	Hia Rd
PR-CROI	Cross Rd
PRCR.701	
PRCR.702	Parkview Drive
	O eo Road
p w. t 20	GreorMay Terrace t 38
	South Harmon Rd Pawl
PW.342A	
PW.342B	Pawli Fire District
PW.343	Holmes VTha1e Lako AssociatJo
	Civic

Kent-MB-Add.2	Lake Shore Dr & Cottage Rd
Kent-MB-Add.3	Lake Shore Dr & Valhalla Rd
Kent-MB-Add4	Ryan Park
Kent-MB-Add.5	Kent Recreation
Kent-MB-NLC	North Lake Camel SW Improvements
Kent-MB-PA.31	Putnam Stone & Mason Supply
Kent-MB-Pra.03	Barrett Hill Route 52 202 Boyds Corner Rd.
	236 Boyds Corner Rd.
Kent-MB-Pre-06c	322 Boyds Corner Rd.
Kent-MB-Pre-06d	326 Boyds Corner Rd.
Kent-MB-Pre-06e	Farmers Mills Rd.
Kent-MB-Pte-06f	Meade, Brook CL
Kent-MB-WB-815 Kent-MB-WB-816	Kent Ele. School (A) Kent Ele. School (B)
L-CR.11A	John Middle and High School
L-CR.11B	John and High School
L-CR.11C	John Jay Middle and High School
L-CR.15	Twin Lakes Rd Improvements
L-CR.21	Lake Kitchawan Stream
L-CR.26	Truesdale Lake Drive
L-CR.27	Schoonover Rd
L-CR.30 L-CR.701	Mead St Lewisboro Elementary School
L-CR.701	The Meadows Townhouse (A)
L-CR.702	The Meadows Townhouse B

PW.82 PW.83	39 Sans Souci Or 47 Sans Souci Dr
PW.701	25 South Street
SE.01	Rd
SE.01-01	Brewster Lane Road
SE.01-602	Route 22 Outfall
SE.01-701	Southeast Train Station
SE.01-715 SE.01-715	East's Ridge Subdivision Plat
	Lake Tonetta
SE.01-702	Brewster Heights
SE.01-701	Mine Road
SE.01-702	Seven Oaks
SE.01-703	Maule Road
SE.01-705	Joe's Hill Road Nichols Rd
SE.01-707	State Road
SE.01-706	Ives Farm
SE.01-700	Panorama
SE.01-710	Carlson Lake
SE.01-711	Shore Drive. Lake Tonetta
S.MU.01	Somers Town Hall
S.MU.03	Boces
S.MU.04	Reis Park Under Roof Detachment Reis • Maintenance Bldg and P
S.MU.09C	Reis Main Path and Ama Lot and Tennis Court
S.MU.09D	Reis • Mah Driveway and Rear Pack

Schedule "A"  
EOHWC List

L-CR.803	Lewisboro Town Park
L-CR.804	Long Pond Preserve
L-CR.805	Salem Hill Rd Belt Train
MK.NC.15 RX.NC.18	Goldens Station Village Sewer Pump Station Driveway Hinsdale Water Tower Access Driveway
	Sewer Pump Station Rooftop
F&E.NC.20	CVS/South Road
WONC.21	MKMG Office

S.MU.09E	Reis Park and Town Hall Porous Pavement
S.MU.09F	Reis Park • Athletic Fields
S*.W.12	Plumbrook Pond Ditch Stabilization
S*.U.13 S*.U.16117 S.MU.27a	Plumbrook Pond Ditch Somers Town Hall Driveway Garage and Material Yard Somers School District Office
S.MU.27b	Somers School District Ditch
S.MU.29	Putnam Brook Rd Retrofit
S.MU.30	Jan Ridge Road Brook Stabilization

PM.NC.22	Leonard Park Leonard Park Drivewa StatitLzatjoa
W<.NC.24	Leonard Park Pavement Removal
NM.NC.31	Perforated Oralna Pipe Instanadon
W<.NC.32	Mtj11pt6 Sites VIRa Ha)
MK.NC.601	
NØ<.NC.602	Mt. Kisco Commons
NøwC.NCR.32A	Preserve
NewC.NCR.33B	Burden Preserve
NewC.NCR.601	Sheather Rd
NewC.NCR.701	Chappaqua Crossi s
NewC.NCR.ðOt	Courtnei Rd
NS-MU-05	Peach Lake North Salem H hwa Gara
NS.MU-08/09	Sunset Dt and WesMew Cross Rd
NS-MU-II	Route 22 & Route 116
NS*v1U.601	Keeler Lane
NS.MU.602	Westviaw Avenue
NS.MU.701	Croton Fans Station
NS-MU.702	Pu Train s Train Slation
Pat.EB-09-03	Bt Elm Rd

s•M 32	Erosion Control Near Rlvør
s.Mu.33	Van Tassen Park
S.MU.701	Lake Shenorock
S.NC.31	Maseman Ave Waler OuaBty Improvement
SNC.36	Maseman Avg
Southeast.EBCE	Olive
Southeast.PA•	Brewster Hitl
Southeast.PA.23	CV Star Intermediate School
Southeast.PA.24	Lower Mlne RoadtNYS 22
VB-DI.31	Tonetta Brook Retrortt
VB-OI.32	Wells Brook Røtrorcl
VPW.EB.715	Fairwa Drive
Y.MU.IO	Railroad Ave Park
Y.MU.IIO	Junbr Patkt Lot
Y.MU.14	Police Station and Court
Y.MU.15	Yorttown h School
Y.MU.17A	Lake
Y.MU.17B	Sparkle Lake
	Front Street



## EAST OF HUDSON WATERSHED CORPORATION

**2 Route 164 Suite 2  
Patterson, NY 12563  
Phone (845) 319-6349  
Fax (845) 319-6391  
[www.eohwc.org](http://www.eohwc.org)**

**OPERATIONS & MAINTENANCE COST STATEMENT**  
**For O&M Bubble Compliance**  
Municipality Submittal

**MUNICIPALITY**  
**ADDRESS**  
**CITY, ST ZIP**  
**PHONE #**

CONTACT NAME

**END DATE:**[illegible]

## MUNICIPALITY CERTIFICATION

I, \_\_\_\_\_, certify that the items above totalling to the amount of \$ \_\_\_\_\_ are true and correct; that the items, services and disbursements submitted were rendered for the EOHWC O&M bubble compliance on the dates stated; that taxes, from which the EOHWC is exempt, are not included.

DATE \_\_\_\_\_

SIGNATURE

**TITLE**

**FOR EOHWC APPROVAL ONLY**

**REVIEW AND APPROVAL:** Submittals have been reviewed and are incorporated into bubble compliance calculations.

**Dir. Engineering Signature:**

Date:

**Comptroller Signature:**

Date:

## SCHEDULE "B"

### STANDARD INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE200, available to download at: <http://iwww.vcb.ny.gov>.

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

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

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

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

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

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered,

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

- (i) Owned automobiles.

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

ACORD'

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners Northeast, LLC. 123 Main Street 14th Floor White Plains  NY 10601		<b>CONTACT</b> Donato Mangano <b>NAME:</b> PHONEC No Ext : (914) 761-9000 (914) 761-3749 AIC No : Donato Mangano@assuredpartners.com <b>ADDRESS:</b> INSURER(S) AFFORDING COVERAGE Sentinel Insurance Co Ltd, INSURER A : INSURER B : Twin City Fire Insurance Co. INSURER C : Betkley Assurance Company INSURER D : INSURER E : INSURER F :		NAIC 11000 29459 39462
<b>INSURED</b> East Of Hudson Watershed 2 Route 164 Patterson  NY 12563				

## COVERAGES

CERTIFICATE NUMBER: CL194927116

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED- NOTWITHSTANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	MWDD/YYYY	MWDD/YYYY	LIMITS
X	COMMERCIAL GENERAL LIABILITY			16SBAPL8744	04/12/2019	04/12/2020	EACH OCCURRENCE \$ 2,000.000
	CLAIMS-MADE X OCCUR						PREMISES EB occurrence 1,000.000
							MED EXP (Any one Demon) \$ 10.000
							PERSONAL & ADV tNJLRY \$ 2,000.000
	CENLAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS COMP/OP AGG \$ 4,000,000
	OTHER.						
A	AUTOMOBILE LIABILITY			16SBAPL8744	04/12/2019	04/12/2020	COMBINED SNG LIMI Ea accident \$ 2,000.000
	ANY AUTO						BODILY INJURY (Per person) \$

<input checked="" type="checkbox"/>	OWNED AUTOS ONLY HIRED AUTOS ONLY	<input checked="" type="checkbox"/>	SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Pet accident)		
								PROPERTY DAMAGE Per accident	\$	
<input checked="" type="checkbox"/>	UMBRELLA LIAB EXCESS LIAB	<input checked="" type="checkbox"/>	OCCUR CLAIMS	16SBAPL8744	04/12/2019	04/12/2020	EACH OCCURRENCE	\$ 2,000,000		
							AGGREGATE	2,000,000		
	OED	X RETENTION \$ 10,000								\$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If YES- describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>		16WECDR0673	04/12/2019	04/12/2020	PER STATUTE	OTH.		
								EL. EACH ACCIDENT	500,000	
								EL. DISEASE • EA EMPLOYEE	500,000	
								EL. DISEASE • POLICY LIMIT	500,000	
<input checked="" type="checkbox"/>	Pollution Liability			OOMB.5001813-1216	12/31/2016	12/31/2019	Each Claim	3,000,000		
							Aggregate	3,000,000		
DESCRIPTION OF OPERATIONS 1 LOCATIONS 1 VEHICLES (ACORD 101. Additional Remarks Schedule. may b. attached If mom space is requir.d) Westchester County is an additional insured if required by written contract per endorsement number SS 00 08 04 05 (copy attached).										

CERTIFICATE HOLDER

CANCELLATION

Westchester County 148 Martine Avenue  White Plains NY 10601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

# 1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

## Insuring Agreement

### a. We will pay those sums that the insured

becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage"\* or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. -

### Liability And Medical Expenses Limits

Of Insurance; and

- (2) Our right and duty to defend ends when

we have used up the applicable limit of insurance in the payment of judgments,

settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or

perform acts or services is covered unless

explicitly provided for under Coverage

Extension - Supplementary Payments.

### b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

damage" is caused by an "occurrence" that takes place in the "coverage territory",

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. — Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- C. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. — Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or other insurer;

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## BUSINESS LIABILITY COVERAGE FORM

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- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
  - d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
  - e. Incidental Medical Malpractice
    - (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
      - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
      - (b) You are not engaged in the business or occupation of providing such services.
    - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".
2. MEDICAL EXPENSES Insuring Agreement
- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
    - (1) On premises you own or rent;
    - (2) On ways next to premises you own or rent; or
    - (3) Because of your operations; provided that:
      - (1) The accident takes place in the "coverage territory" and during the policy period;
      - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
      - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
  - b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
    - (1) First aid administered at the time of an accident;
    - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
    - (3) Necessary ambulance, hospital, professional nursing and funeral services.
3. COVERAGE EXTENSION.  
SUPPLEMENTARY PAYMENTS
- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
    - (1) All expenses we incur.
    - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
    - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
    - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## BÜSINESS LIABILITY COVERAGE FORM

- (5) All costs taxed against the insured in the "suit".
- (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
  - (a) Agrees in writing to:

- (i) Cooperate with us in the investigation, settlement or defense of the "suit";
- (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (iii) Notify any other insurer whose coverage is available to the indemnitee; and
- (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

- (i) Obtain records and other information related to the "suit"; and
- (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. — Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance. Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met

## B. EXCLUSIONS

### 1. Applicable To Business Liability Coverage

This insurance does not apply to:

#### a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

#### b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would

have in the absence of the contract or

- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such for, or for the cost of, that party's defense

## BUSINESS LIABILITY COVERAGE FORM

has also been assumed in the same "insured contract", and

- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

#### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

agreement;

or

#### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### e. Employer's Liability "Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of.

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

## BÜSINESS LIABILITY COVERAGE FORM

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury. This exclusion does not apply to liability assumed by the insured under an "insured contract". f. Pollution
  - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
    - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:
      - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
      - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
      - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
    - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible;
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor, or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand or order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

BUSINESS LIABILITY COVERAGE FORM

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is.

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for a prearranged racing, speed or

## BÜSINESS LIABILITY COVERAGE FORM

demolition contest or in any  
stunting activity.

### i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war,
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the

purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;

- (9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

- (10) Services in the practice of pharmacy and

- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

### k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

## BUSINESS LIABILITY COVERAGE FORM

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

### I. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

### M. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor,

### N. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms, resulting in sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use,

This exclusion does not apply to the loss

### O. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or (3) "Impaired property"; if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

### P. Personal And Advertising Injury "Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

## BUSINESS LIABILITY COVERAGE FORM

- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or
- (c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is: (a) Advertising, broadcasting publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. — Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business

of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
  - (a) An "advertisement" for others on your web site;
  - (b) Placing a link to a web site of others on your web site;
  - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
  - (d) Computer code, software or programming used to enable:
    - (i) Your web site; or
    - (ii) The presentation or functionality of an "advertisement" or other content on your web site;
- (13) Arising out of a violation of any antitrust law;
- (14) Arising out of the fluctuation in price or value of any stocks bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

### q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

### r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;



- (b) Termination of that person's employment; or
  - (c) Employment-related practices policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
  - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- s. Asbestos<sup>tt</sup>
- (1) "Bodily injury, "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
  - (2) Any damages, judgments, settlements, loss, costs or expenses that
    - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
    - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor clean up, remove, encapsulate, contain, treat, detoxify or

## BUSINESS LIABILITY COVERAGE FORM

neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

### t. Violation Of Statutes That Govern EMail, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003 including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting communicating or distribution of material or information,

### Damage To Premises Rented To You — Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. -

#### Limits Of Insurance.

#### Liability And Medical Expenses

#### 2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- (a) Any Insured

## BÜSINESS LIABILITY COVERAGE FORM

To any insured, except "volunteer workers".

### (b) Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured

(c) Injury On Normally Occupied Premises To a person injured on that part of premises you own or rent that the person normally occupies

### (d) Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### (e) Athletics Activities

To a person injured while practicing instructing or participating in any physical exercises or games, sports or athletic contests.

### (f) Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

(g) Business Liability Exclusions Excluded under Business Liability Coverage. C. WHO IS AN INSURED

#### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are

insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

#### 2. Each of the following is also an insured:

##### a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its

**BUSINESS LIABILITY COVERAGE FORM**

nurse, emergency medical technician or paramedic employed by you to provide such services.

- (2) "Property damage" to property:

- (a) Owned, occupied or used by, t rance.

3. **Newly Acquired Or Formed Organization**  
Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

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## BÜSINESS LIABILITY COVERAGE FORM

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b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

### Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. — Optional Additional Insured Coverages.

O raft

p With respect to watercraft you do not own  
e that is less than 51 feet long and is not being  
r used to carry persons for a charge, any person  
a is an insured while operating such watercraft  
t with your permission. Any other person or  
o organization responsible for the conduct of  
r such person is also an insured, but only with  
o respect to liability arising out of the operation  
f of the watercraft, and only if no other  
insurance of any kind is available to that  
person or organization for this liability.

N owever, no person or organization is an  
o insured with respect to:

- n a. "Bodily injury" to a co-"employee" of the  
o person operating the watercraft; or
- w b. "Property damage" to property owned by,  
n rented to, in the charge of or occupied by  
e you or the employer of any person who is  
d an insured under this provision.

### Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in  
Paragraphs a. through f. below are additional  
insureds when you have agreed, in a written

c

#### a. Vendors

Any person(s) or organization(s) (referred  
to below as vendor), but only with respect  
to "bodily injury" or "property damage"  
arising out of "your products" which are  
distributed or sold in the regular course of  
the vendor's business and only if this  
Coverage Part provides coverage for  
"bodily injury" or  
"property damage" included within the  
"products-completed operations hazard".

- (1) The insurance afforded to the vendor  
is subject to the following additional  
exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property  
damage" for which the vendor is  
obligated to pay damages by  
reason of the assumption of

liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Subparagraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor

## BUSINESS LIABILITY COVERAGE FORM

has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

### c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

### d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "damage" or "personal and

## BUSINESS LIABILITY COVERAGE FORM

advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

- (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

### e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality or

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions,

- (b) "Bodily injury" or "property damage" included within the "productscompleted operations hazard".

### f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e, above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "productscompleted operations hazard", but only if

- i The written contract or written agreement requires you to provide such coverage to such additional insured; and

- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "productscompleted operations hazard".

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily

reports, surveys, field orders,  
change orders, designs or  
drawings and specifications; or  
(b) Supervisory, inspection,  
architectural or engineering  
activities.

The limits of insurance that apply to additional insureds are described in Section D. — Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. — Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

## **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

### **1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

### **2. Aggregate Limits**

## **BUSINESS LIABILITY COVERAGE FORM**

occupied by you with permission of the owner, arising out of fire, lightning or explosion.

### **3. Each Occurrence Limit**

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury" and "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

### **4. Personal And Advertising Injury Limit**

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

### **5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

## BÜSINESS LIABILITY COVERAGE FORM

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations,
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, tightning or explosion or any combination of these.

### 6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.



# BUSINESS LIABILITY COVERAGE FORM

- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization of that may be liable to the insured because of injury or damage to which the insured's Own Cost No insured will, also apply.
- Obligations that insured's own cost, voluntarily make a except to, assume any obligation, or incur any payment, other than for first aid, without our consent

## Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity. However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

This Paragraph f. applies separately to you and any additional insured.

## 3. Financial Responsibility Laws

- a. Then this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorist, underinsured motorist, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

## 4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

## K. Reference, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

## 5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## 6. Representations

- a. When You Accept This Policy  
By accepting this policy, you agree:

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## E. LIABILITY AND MEDICAL EXPENSES

### GENERAL CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

##### a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

##### b. Notice Of Claim

You or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

d.

e.

f.

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit",

- (2) Authorize us to obtain records and other information;

## BÜSINESS LIABILITY COVERAGE FORM

- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

**Obligations At The Insured's Own Cost** No insured will, except at that insured's own cost, voluntarily ntke a payment, assume any obligation, or incur any expense, other than for first aid, without our consent

### Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity. However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

This Paragraph f. applies separately to you and any additional insured.

### 3. Financial Responsibility Laws

- a. Then this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motoristst underinsured motoristst no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

### 4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

### K rence, Offense, Claim Or Suit

n Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claitTW)t or the claimants legal represenbtive.

### 5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### 6. Representations

- a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

**7. Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage. Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

**BUSINESS LIABILITY COVERAGE FORM**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. — Coverages.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. — Coverages,

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage part:

**(a) Primary Insurance When**

**Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is

## BUSINESS LIABILITY COVERAGE FORM

primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

Then this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of.

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and selfinsured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the

Declarations of this Coverage Part

### c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## 8. Transfer Of Rights Of Recovery Against Others To Us

### a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

### b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

## F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C.t Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

### 1. Additional Insured - Designated Person Or Organization

va-10 IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

### 2. Additional Insured - Managers Or Lessors Of Premises

- a. va-10 IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) A nant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

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## BÜSINESS LIABILITY COVERAGE FORM

6.

### Additional Insured • Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

### Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured — Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

### Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

Insured — State Or Political Subdivision Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- a. W C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured — Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

S. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

D This insurance does not apply to:

- u (1) Any "occurrence" that takes place after you cease to lease that land; or
- d (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

### Additional Insured - State Or Political Subdivision — Permits

- i a. WHO IS AN INSURED under Section C. is
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amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

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- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

### 7. Additional Insured — Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or property

damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions: (1) This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else

## BUSINESS LIABILITY COVERAGE FORM

acting on its behalf, However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or
- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured — Controlling Interest WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured — Controlling Interest. but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured — Owners, Lessees Or Contractors Scheduled Person Or Organization

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured — Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:



## BÜSINESS LIABILITY COVERAGE FORM

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with \*'your work" performed for that additional insured and included within the "productscompleted operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury". "property damage" or "personal an advertising injury" arising out of the rendering oft or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

### 10. Additional Insured — Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured — CoOwner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. — Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. —Liability And Medical Expenses General Conditions.

## G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing

the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper,

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
  - b. An interactive conversation between or among persons through a computer neÑork,
2. "Advertising idea" means any idea for an "advertisement".
  3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
  4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
  5. "Bodily injury" means physical:
    - a. Injury;
    - b. Sickness; or
    - c. Disease sustained by a person and, if arising out of the above, mental anguish or death at any time.
  6. "Coverage territory" means:
    - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
    - b. International waters or airspace, but only if the injury or damage occurs in the

- course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of.
  - (1) Goods or products made or sold by you in the territory described in a. above;
  - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.
- 7. "Electronic data" means information, facts or programs:
  - a. Stored as or on;
  - b. Created or used on; or
  - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

## BUSINESS LIABILITY COVERAGE FORM

- b. You have failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:
  - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
- 12. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises white rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. — Liability and Medical Expenses Limits of Insurance.
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement; or
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any

## BÜSINESS LIABILITY COVERAGE FORM

railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

Howevrt Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve mapst shop drawings. opinions, reports, surveys, field ordersi change orders. designs or drawings and specifications; or
  - (b) Giving directions or instructionst or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your busines "Leased worked' does not include a "temporary worked'.

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. Mile it is in or on an aircraft, watercraft or "auto"; or
- c. Thile it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, on which are permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos".

- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for.
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck

chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written or electronic publication of material that violates a person's right of privacy;
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
  - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
  - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

## BUSINESS LIABILITY COVERAGE FORM

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- b. Does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
20. "Property damage" means:
  - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall

## BÜSINESS LIABILITY COVERAGE FORM

be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the

a. Is not your "employee";

b. Donates his or her work; (2) The providing of or failure to provide c. Acts at the direction of and within the warnings or instructions.

scope of duties determined by you; and c. Does not include vending machines or d. Is not paid a fee, salary or other other property rented to or located for the compensation by you or anyone else for use of others but not sold. their work performed for you. 25. "Your work":

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

a. Means:

(1) Work or operations performed by you or on your behalf, and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions,

23. "Volunteer worker" means a person who:

(2) The providing of or failure to provide warnings or instructions.



**Workers'  
Compensation  
Board**

**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name and address of Insured (use street address only) EAST OF HUDSON WATERSHED CORP 2 ROUTE 164 PATTERSON NY 12563</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 1 c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 45-3809317</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Westchester County 148 MARTINE AVE WHITE PLAINS NY 10601-3311</p>	<p>3a. Name of Insurance Carrier Twin City Fire Insurance Company 29459</p> <p>3b. Policy Number of Entity Listed in Box "1a": 16 WEC DR0673</p> <p>3c. Policy effective period: _____ 04/12/2019 to _____ 04/12/2020</p> <p>3d. The Proprietor, Partners or Executive Officers are a Included. (Only check box if all partners/officers included) C) all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "1c" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Worker's Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law,

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Danielle Clausen

\_\_\_\_\_  
(print name of authorized representative or licensed agent of insurance carrier)

Approved by:

Donelle Clumond  
(Signature)

06/27/2019

(Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (866) 467-8730 (print name of authorized representative or licensed agent of insurance carrier)

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance

brokers are NOT authorized to issue it.

C-105.2 (9-17) Form WC 88 31 21 F Printed in U.S.A.

www.wcb.ny.gov Page 1 of 2

## Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

c.i05.2 (9-17) REVERSE

Form WC 88 31 21 F Printed in  
U.S.A.

www.wcb.ny.gov

# Stormwater Management Program

## Appendix D

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Staffing Organizational Chart



# STAFFING ORGANIZATIONAL CHART

Staffing	Responsible parties(s)	Compliance Requirements
Town Board	MS4 GP-24-001	MS4 Permit
Stormwater Program Coordinator	Stormwater Webpage Raise awareness and compliance	Raise awareness and educations on the Stormwater Manager Plan. Post annual MS4 report, public review of annual report.
Highway Superintendent	Highway Department	Catch basin inspection and cleaning. Outfall Inspection/identify illicit discharges Street sweeping. Dry weather outfall inspections. Outfall mapping-verify outfall locations. Highway Garage/ Waste Management and Material storage. Pollution Prevention and Good Housekeeping for Municipal Operations. Retrofits (operation and maintenance).
Stormwater Manager Officer SMO	Stormwater Manager Officer	Identification of illicit discharges/report and follow up. Construction oversite program. Construction oversite program. Frequent site visits with review of documentation, certifications, erosion control site inspection and site conditions to ensure compliance with required stormwater management procedures, Document and record the number of phone calls reporting of stormwater pollution. Document complaints received and actions taken.. Establish a reporting number for individuals to report spills, dumping construction sites of concerns etc.
Building and Grounds	Supervisor Building and Grounds	Town buildings/facilities/parks and open space management. Dutcher Golf Course – herbicides and pesticides management. Municipal buildings maintenance.



# STAFFING ORGANIZATIONAL CHART

		<p>Dog Park/pet waste management program.</p> <p>Management of ponds and bodies of water and their surrounding vegetation to discourage nuisance waterfowl (Canadian geese).</p> <p>Documentation of septic systems or any problem in the septic operations.</p>
Dutchess County MS4 Committee		<p>General education and outreach efforts.</p> <p>Stormwater Facebook webpage, brochures, continued development of brochures on stormwater education and targeted audiences.</p> <p>Billboard campaign to engage members of the public regarding the importance of stormwater.</p> <p>Continued highway staff training, storm manager officer (SMO) contractors, construction site/operators training and general public, residents.</p>
East of Hudson Watershed Corporation	Town Board	Retrofit Program Compliance (bubble).
Planning and Zoning Board of Appeals		Educations boards on Stormwater Pollution Prevention Plans (SWPPP) that are associated with approvals required by outside agencies for Board approvals.



# Stormwater Management Program

## Appendix F

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Outfall Mapping

# Stormwater Management Program

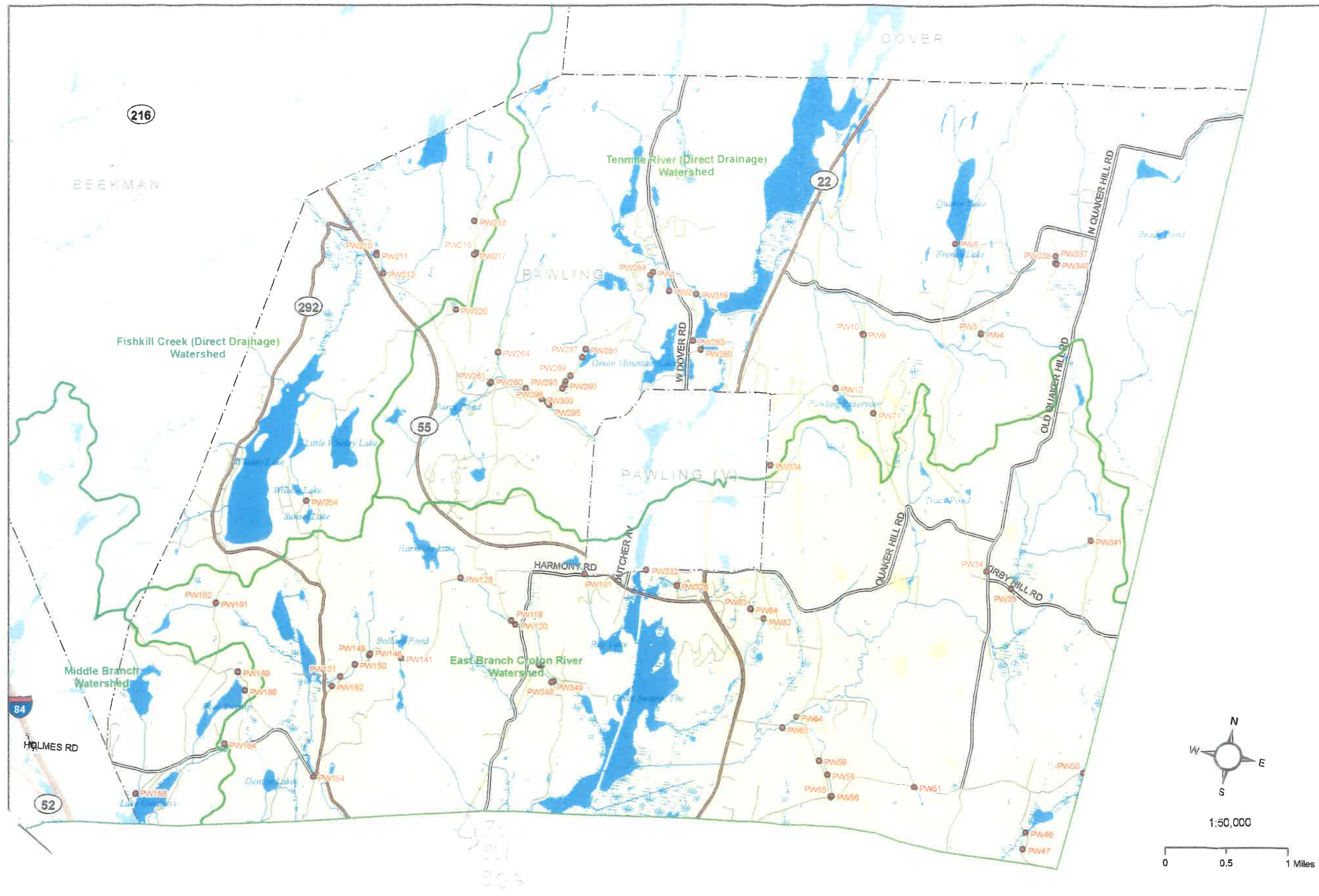
## Appendix E

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Outfall Mapping  
Town of Pawling Base Maps

# Town of Pawling, New York

## MS4 Stormwater Outfalls



### Legend

- MS4 Outfalls (80)
- Streams
- Wetlands
- Waterbodies
- Watersheds
- Municipal Boundary
- Local Road
- County Road
- State Highway
- Interstate

Data Sources:

Stormwater Outfalls & Outlets: Dutchess County Soil and Water Conservation District, 2005-2007

Streams and Waterbodies: National Hydrography Dataset, U.S. Geological Survey, 2007

Wetlands: NYS Dept. of Environmental Conservation, 2006; National Wetlands Inventory, U.S. Fish & Wildlife Service, 2007

Watersheds: Dutchess County Environmental Management Council, 2004

Municipal Boundaries: Dutchess County Real Property Tax Service Agency, 2007

Roads: Dutchess County Real Property Tax Service Agency, 2008



Created December 2007  
GIS Lab, Environment Program  
Cornell Cooperative Extension Dutchess County  
in Cooperation with Dutchess County Soil and Water Conservation District



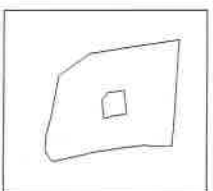
CCEDC provides equal program and employment opportunities.  
The programs provided by this agency are partially funded by monies received from the County of Dutchess.





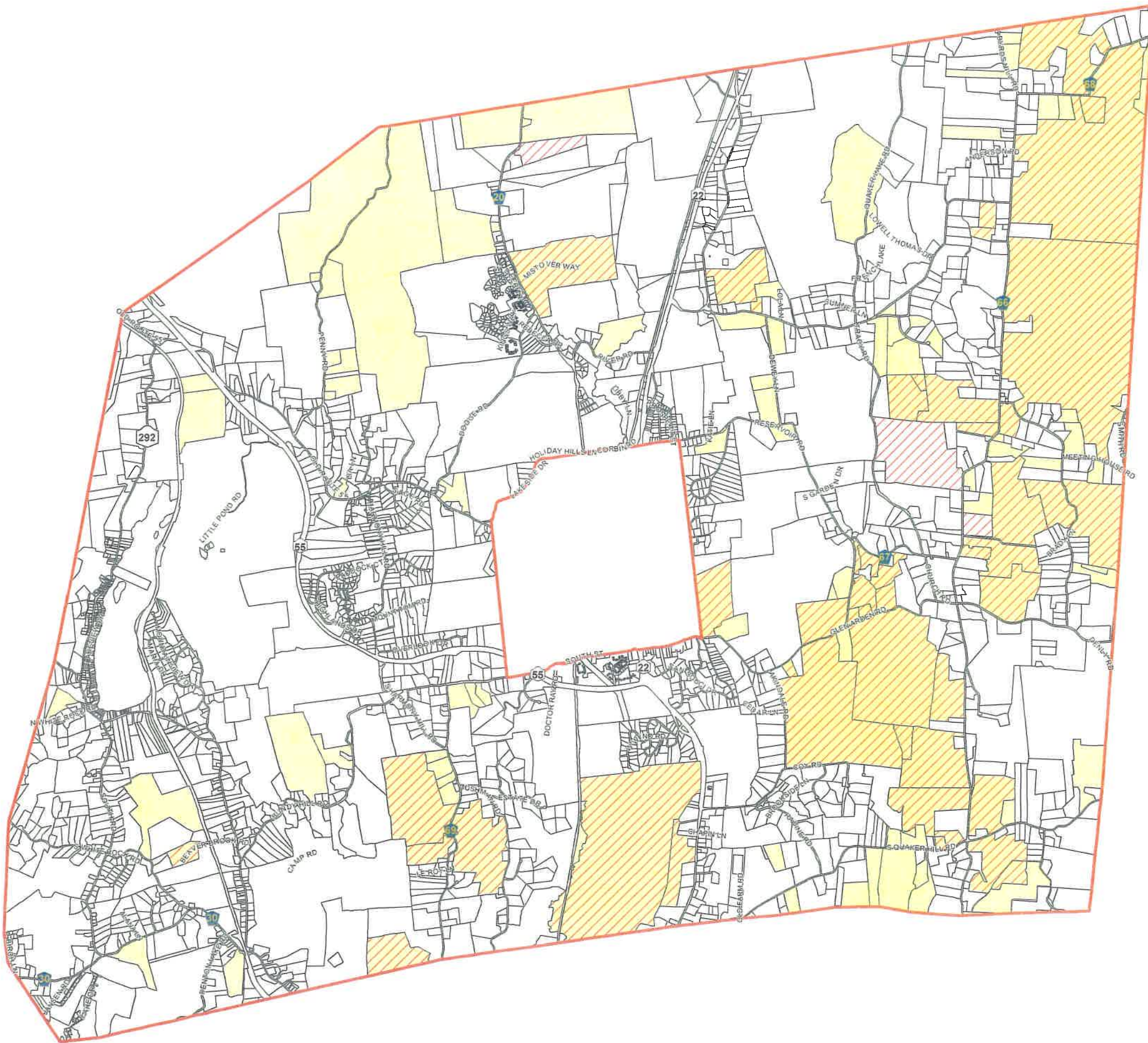
0 650 1,300 Feet

Produced on 03/07/2013  
Map Produced by Dutchess County  
Soil & Water Conservation District  
NOT FOR SITE SPECIFIC WORK  
ALL INFORMATION MUST BE SITE VERIFIED



- Legend**
- NYC DEP Watershed
  - Town of Pawling Roads
  - Pawling Junction Points
  - Pawling Culverts
  - Pawling Discharge Points
  - Pawling Inlet Points
  - Pawling Stilling Basins
  - Pawling Open Channels
  - Pawling Storm Pipes
  - Pawling Drainage Basins





-  Parcels Under Active Agricultural Exemption
-  Agricultural District
-  Parcel Boundaries

#### Legend

### Agriculture

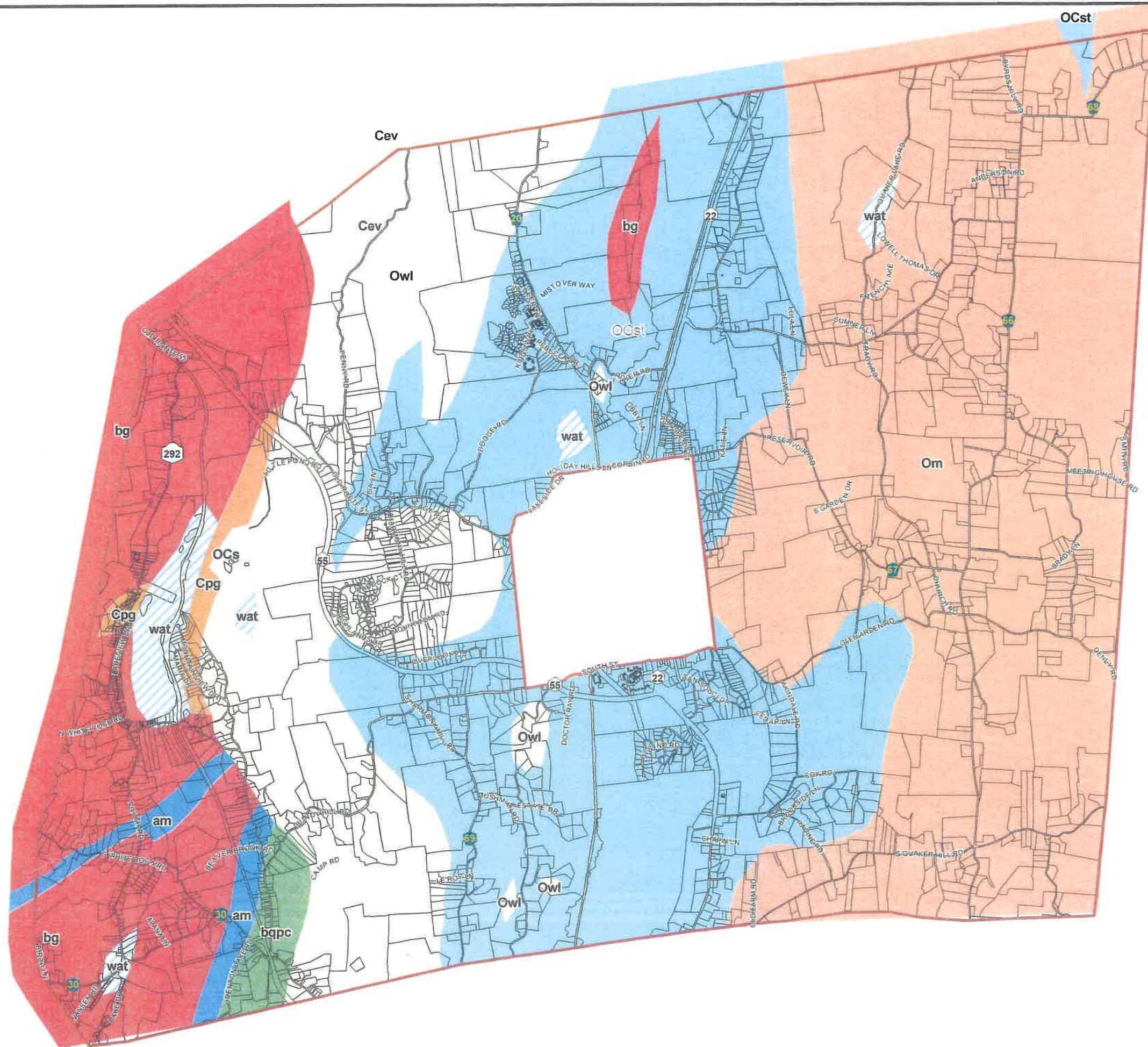
#### Town of Pawling Baseline Mapping

Scale: 1" = 4000'

Prepared by:  
Dutchess County Department of  
Planning & Development  
April 2009







- Cev
- Cpg
- OCst
- Ocs
- Om
- Owl
- am
- bg
- bqpc
- water
- Parcel Boundaries

## Legend

## Bedrock

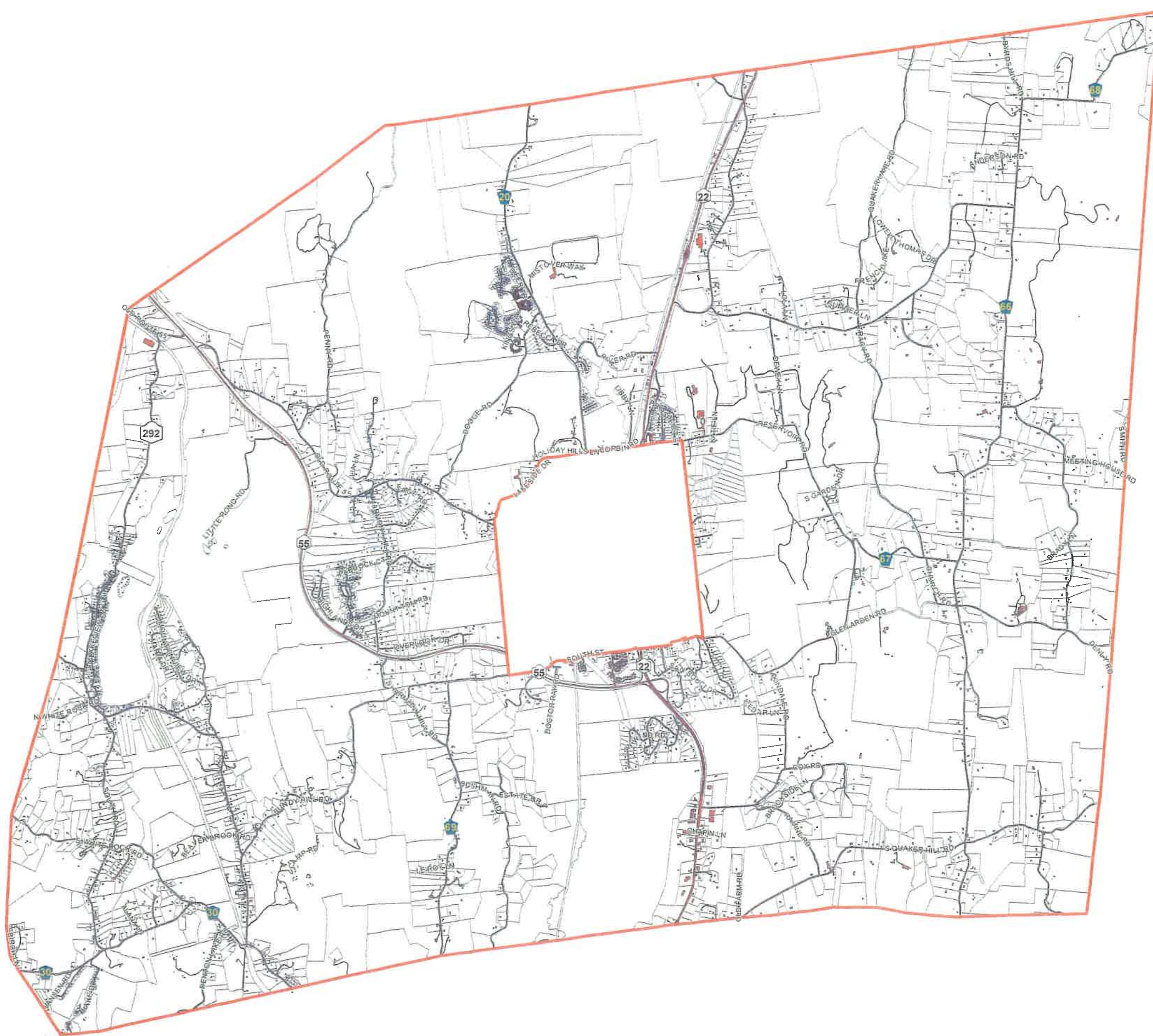
## Town of Pawling Baseline Mapping

Scale: 1" = 4000'

Prepared by:  
Dutchess County Department of  
Planning & Development  
April 2009







- Roadways
- Structures
- Parcel Boundaries

### Legend

## Building Footprints & Edge of Pavement

### Town of Pawling Baseline Mapping

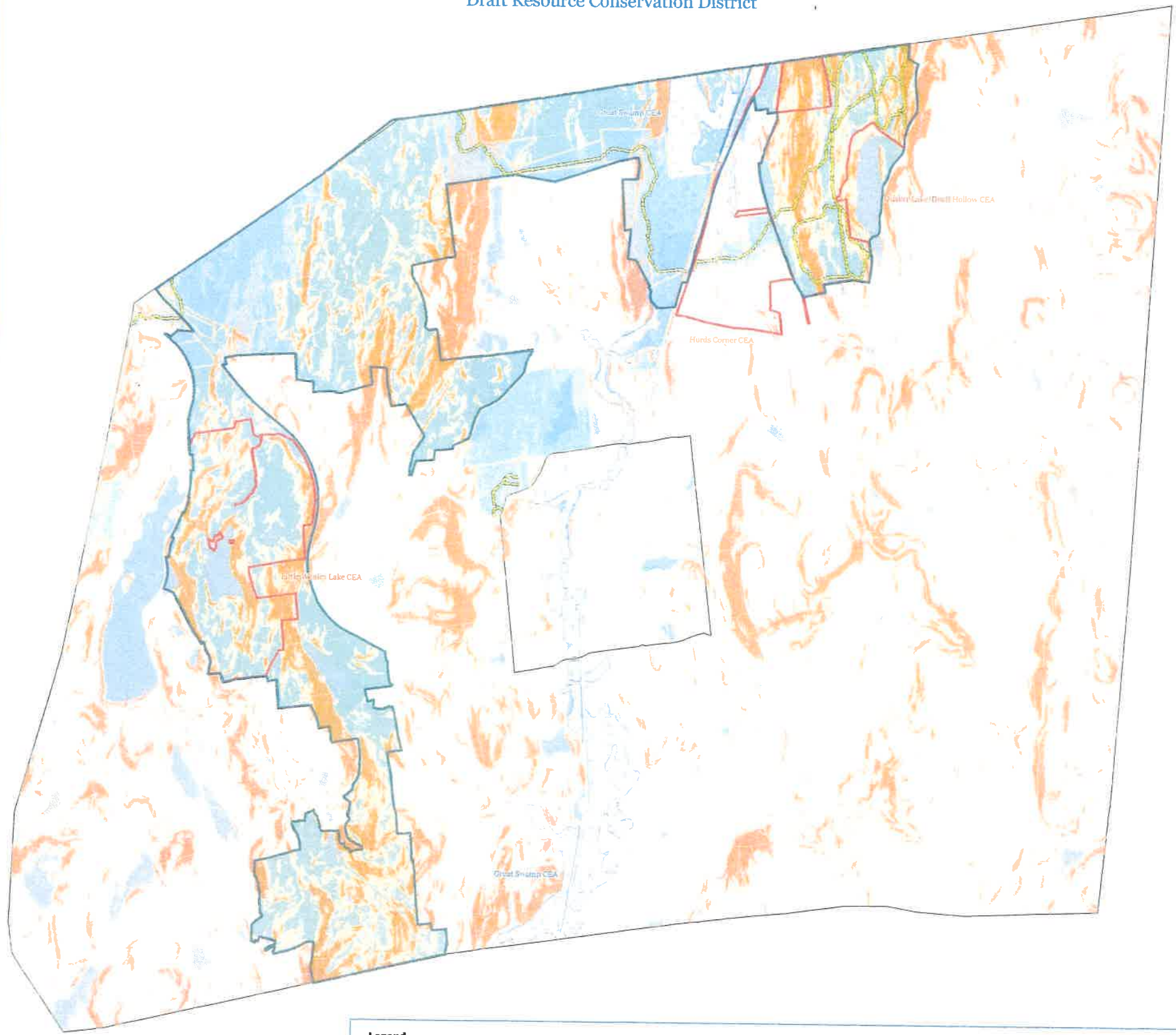
Scale: 1" = 4000'

Prepared by:  
Dutchess County Department of  
Planning & Development  
April 2009





# Town of Pawling Draft Resource Conservation District



## Legend

Town/Village Boundary

RCD-Resource Conservation District

Government (For Conservation Purposes)

Great Swamp

CEA-Critical Environmental Area

Waterbodies

Steep Slopes

15 to 24 %

25% And Above

Dutchess County Department of Planning & Development  
Real Tax Property Agency, Parcels current 2007  
RCD- Resource Conservation District, Town of Pawling Zoning  
CEA - Critical Environmental Areas from the Town of Pawling  
Steep Slopes- USGS 2003  
Waterbodies- NYS DEC  
1 Inch = 2000 Feet  
June 2007







- Parcel Boundaries
- 20' Contours

### Legend

## Contours

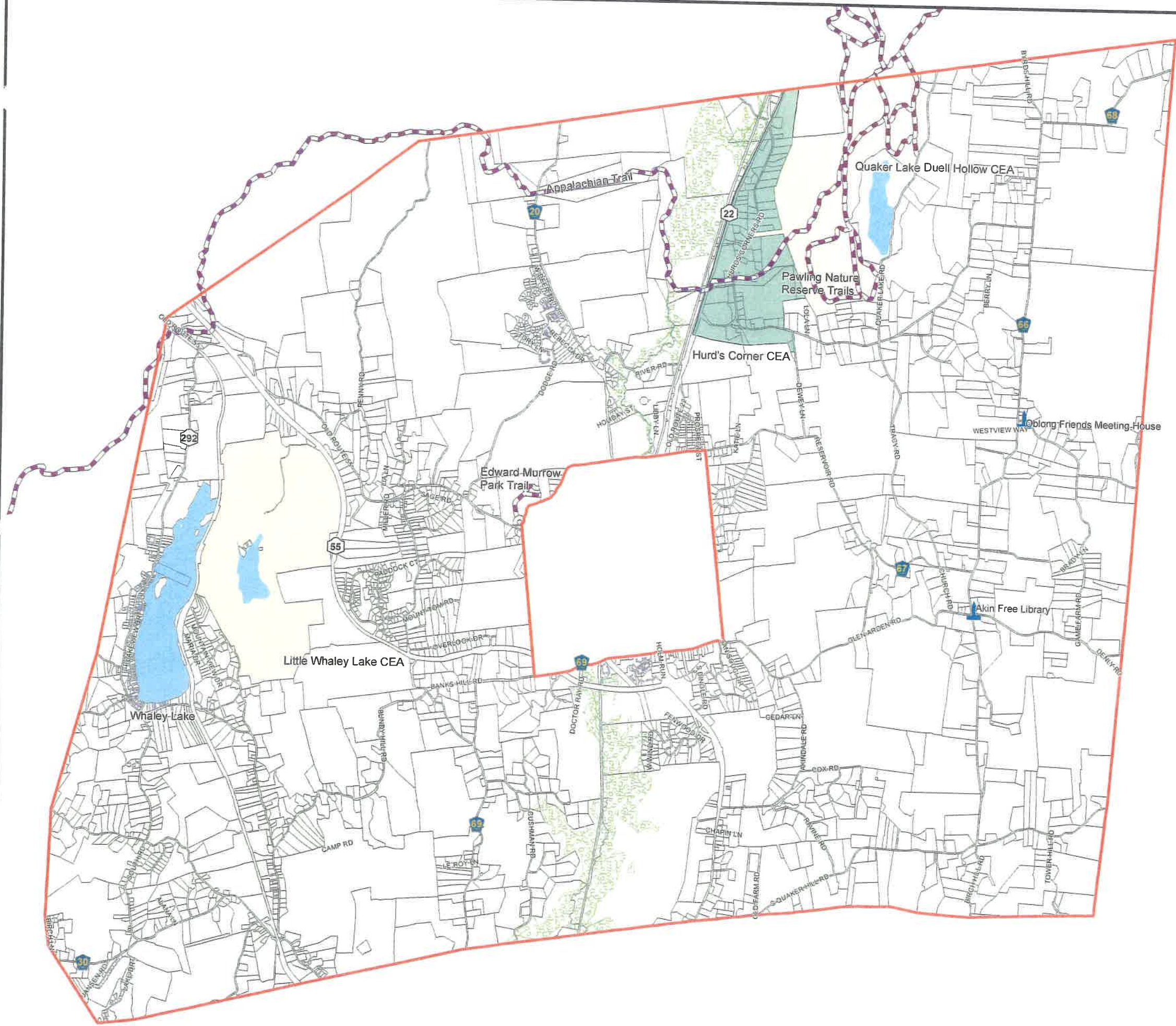
### Town of Pawling Baseline Mapping

Scale: 1" = 4000'

Prepared by:  
Dutchess County Department of  
Planning & Development  
April 2009







-  Historic Sites
-  Parcel Boundaries
-  Major Lakes
-  Trails
-  Little Whaley Lake CEA
-  Quaker Lake Duell Hollow CEA
-  Hurd's Corner CEA
-  Great Swamp

### Legend

## Critical Environmental Areas, Historic Sites & Trails

### Town of Pawling Baseline Mapping

Scale: 1" = 4000'





Prepared by:  
Dutchess County Department of  
Planning & Development  
April 2009







### Flood Hazard Areas

-  A
-  AE
-  X500
-  Parcel Boundaries

### Legend

Flood Hazard Areas From Current Edition  
Of Fema Flood Insurance Rate Maps

## Floodplains

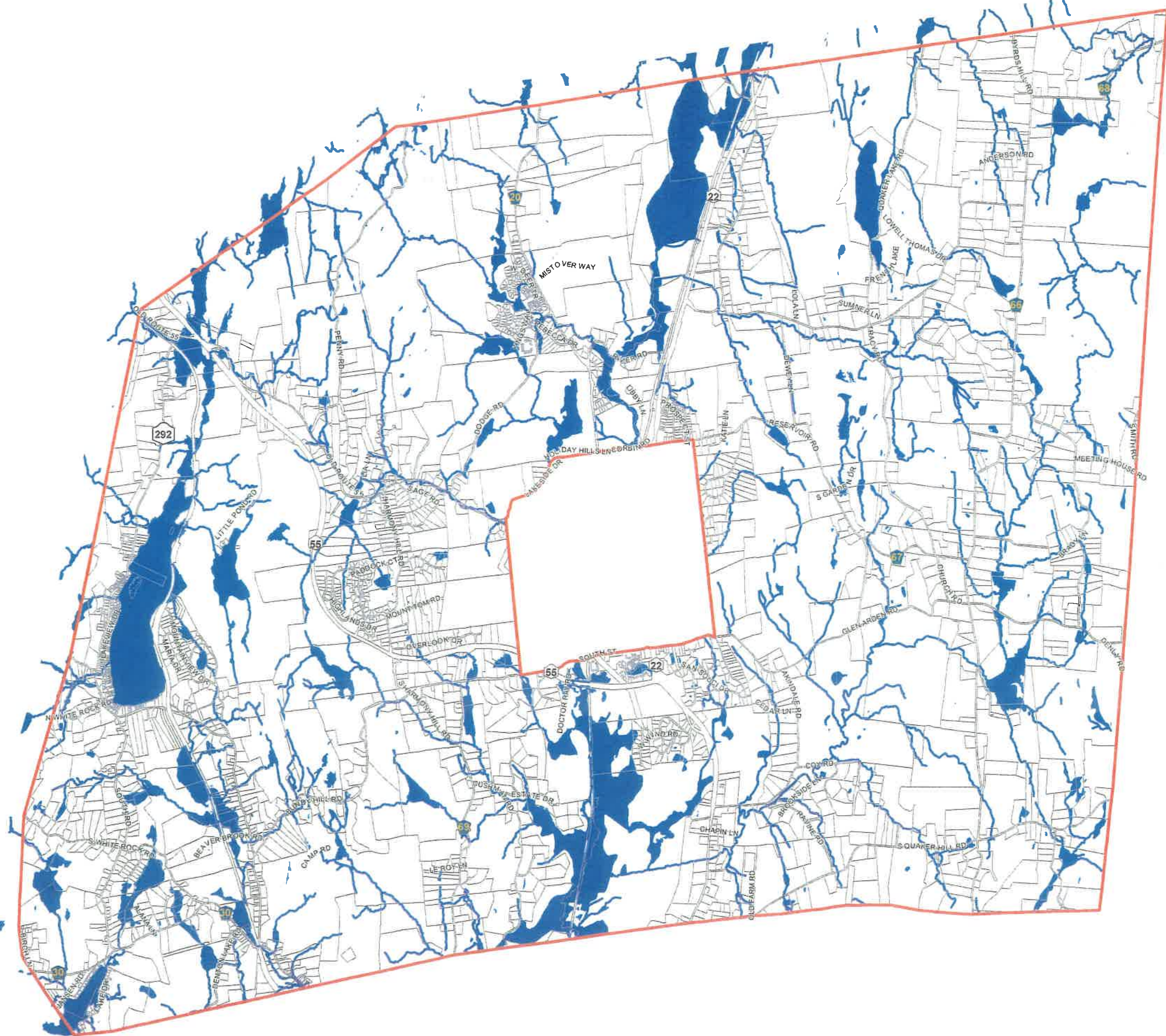
### Town of Pawling Baseline Mapping

Scale: 1" = 4000'

Prepared by:  
Dutchess County Department of  
Planning & Development  
April 2009







- Linear Hydrology
- Parcel Boundaries
- Area Hydrology

### Legend

## Hydrology

### Town of Pawling Baseline Mapping

Scale: 1" = 4000'

Prepared by:  
Dutchess County Department of  
Planning & Development  
April 2009







#### Hydrologic Soil Groups

#### Watershed Region, Soil Groups

- FC Region, A, A/D
- FC Region, B
- FC Region, C, C/D
- FC Region, D
- FC Region, Waterbodies
- TR Region, A, A/D
- TR Region, B
- TR Region, C, C/D
- TR Region, D
- TR Region, Waterbodies
- Parcel Boundaries

#### Legend

Soil Types Labeled on Map  
See Soil Survey Users Guide for Soil Descriptions

#### Soils

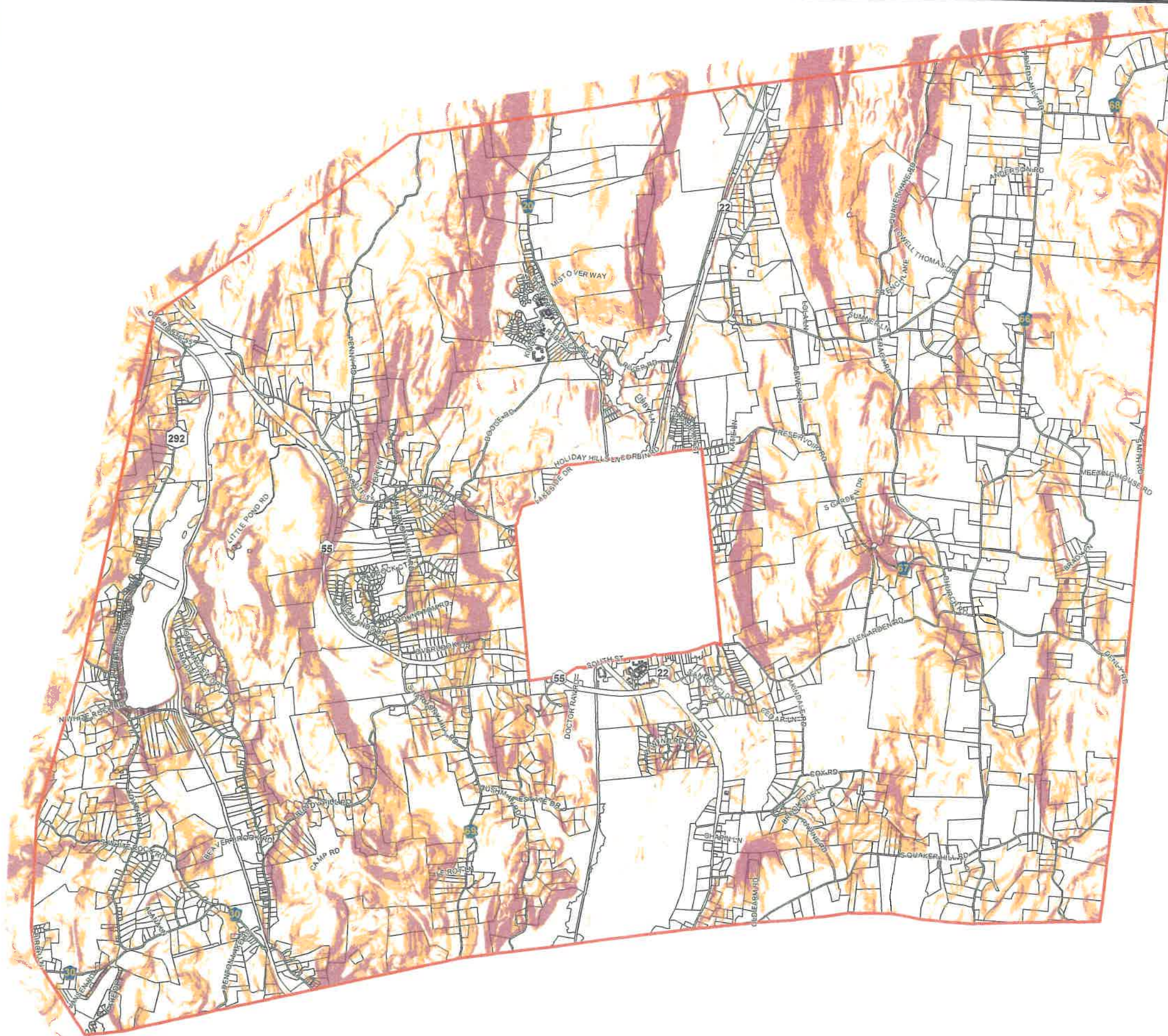
#### Town of Pawling Baseline Mapping

Scale: 1" = 4000'

Prepared by:  
Dutchess County Department of  
Planning & Development  
April 2009







 Slopes of 15 - 24.99%  
 Slopes over 25%  
 Parcel Boundaries

### Legend

## Steep Slopes

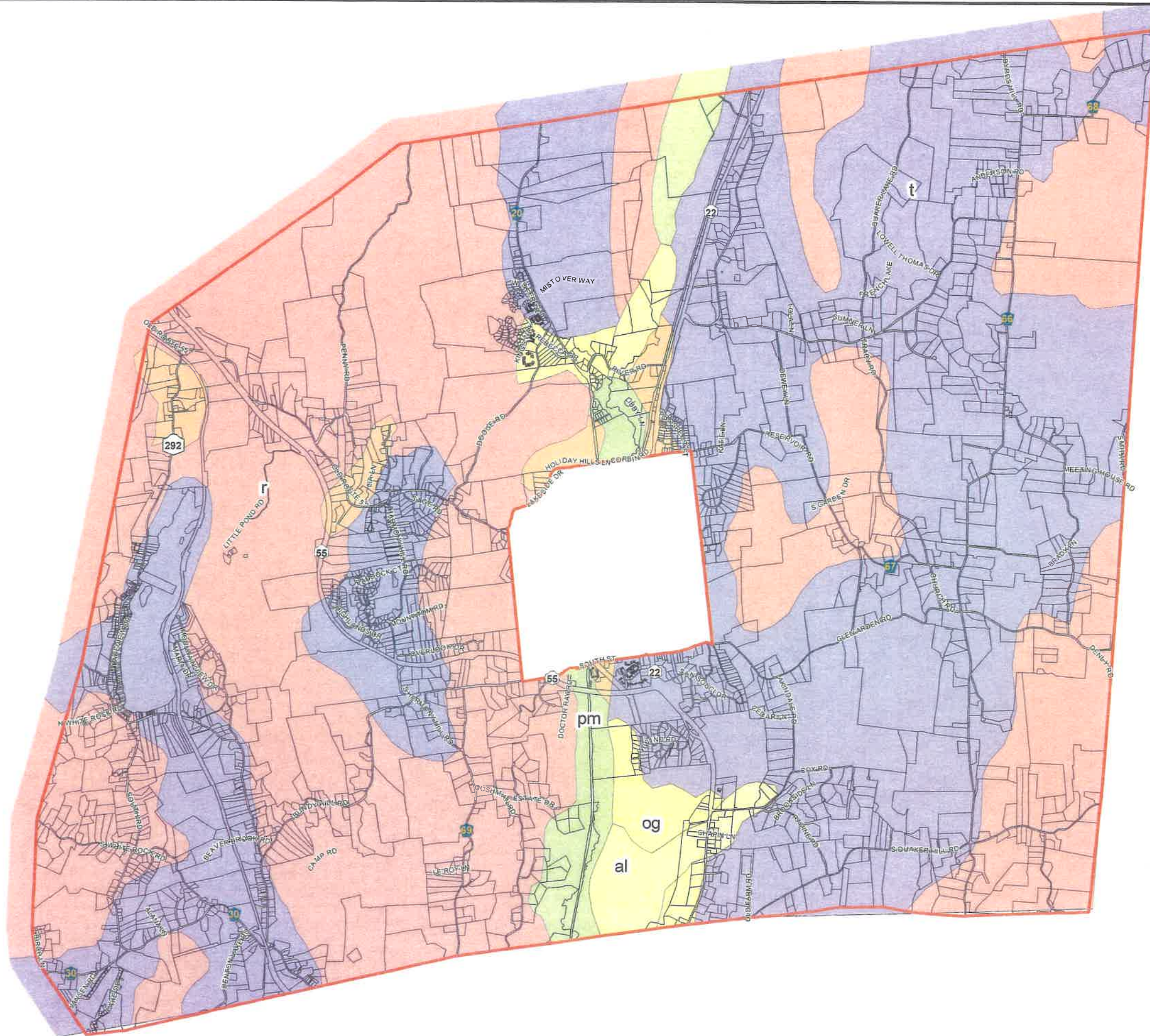
# Town of Pawling Baseline Mapping

Scale: 1" = 4000'

Prepared by:  
Dutchess County Department of  
Planning & Development  
April 2009







- Bedrock (b)
- Kame Deposits (k)
- Outwash Sand and Gravel (og)
- Recent Alluvium (al)
- Swamp Deposits (pm)
- Till (t)
- Parcel Boundaries

## Legend

# Surficial Geology

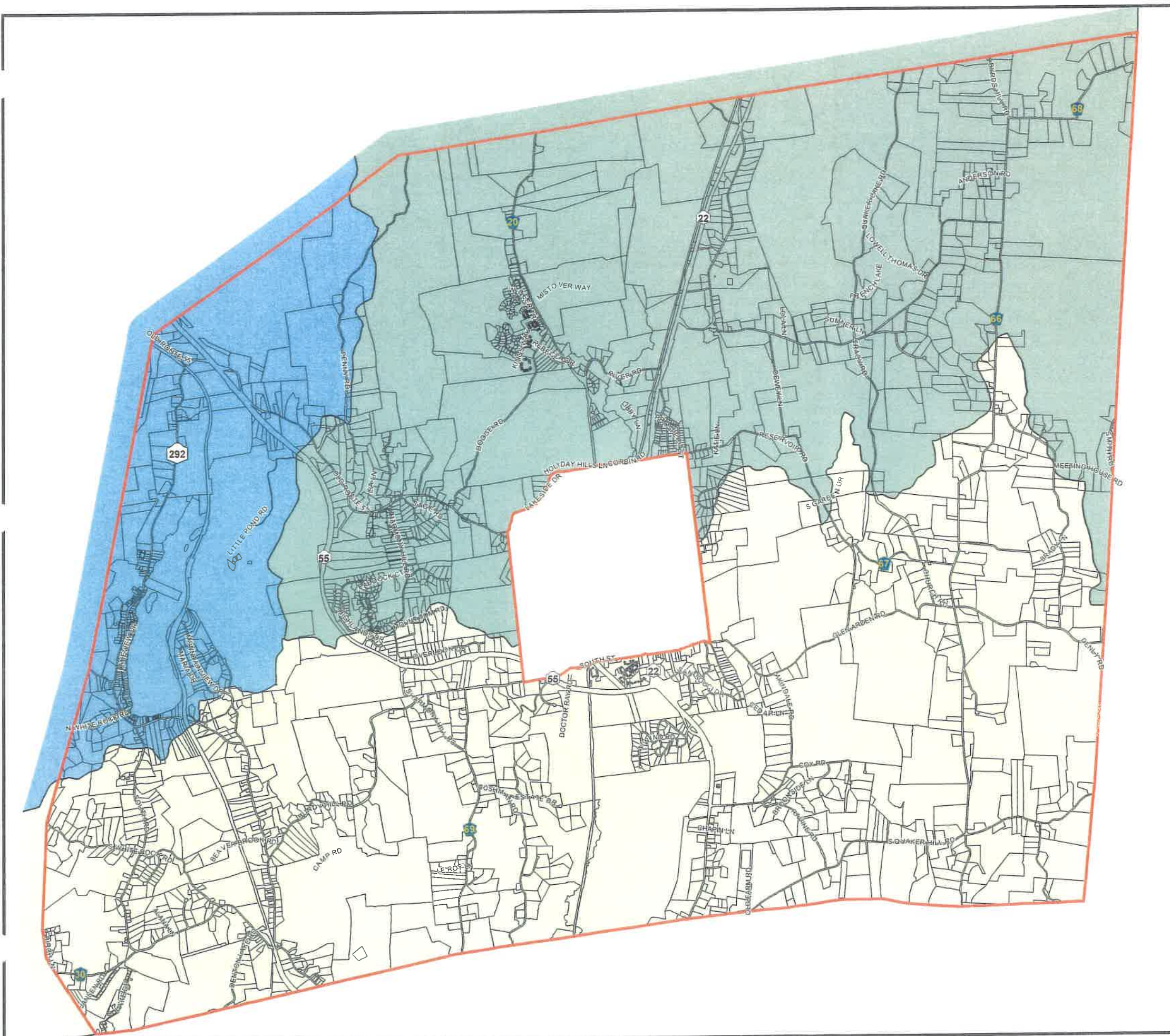
## Town of Pawling Baseline Mapping

Scale: 1" = 4000'

Prepared by:  
Dutchess County Department of  
Planning & Development  
April 2009







-  Croton River
-  Fishkill Creek
-  Tenmile River
-  Parcel Boundaries

### Legend

## Watersheds

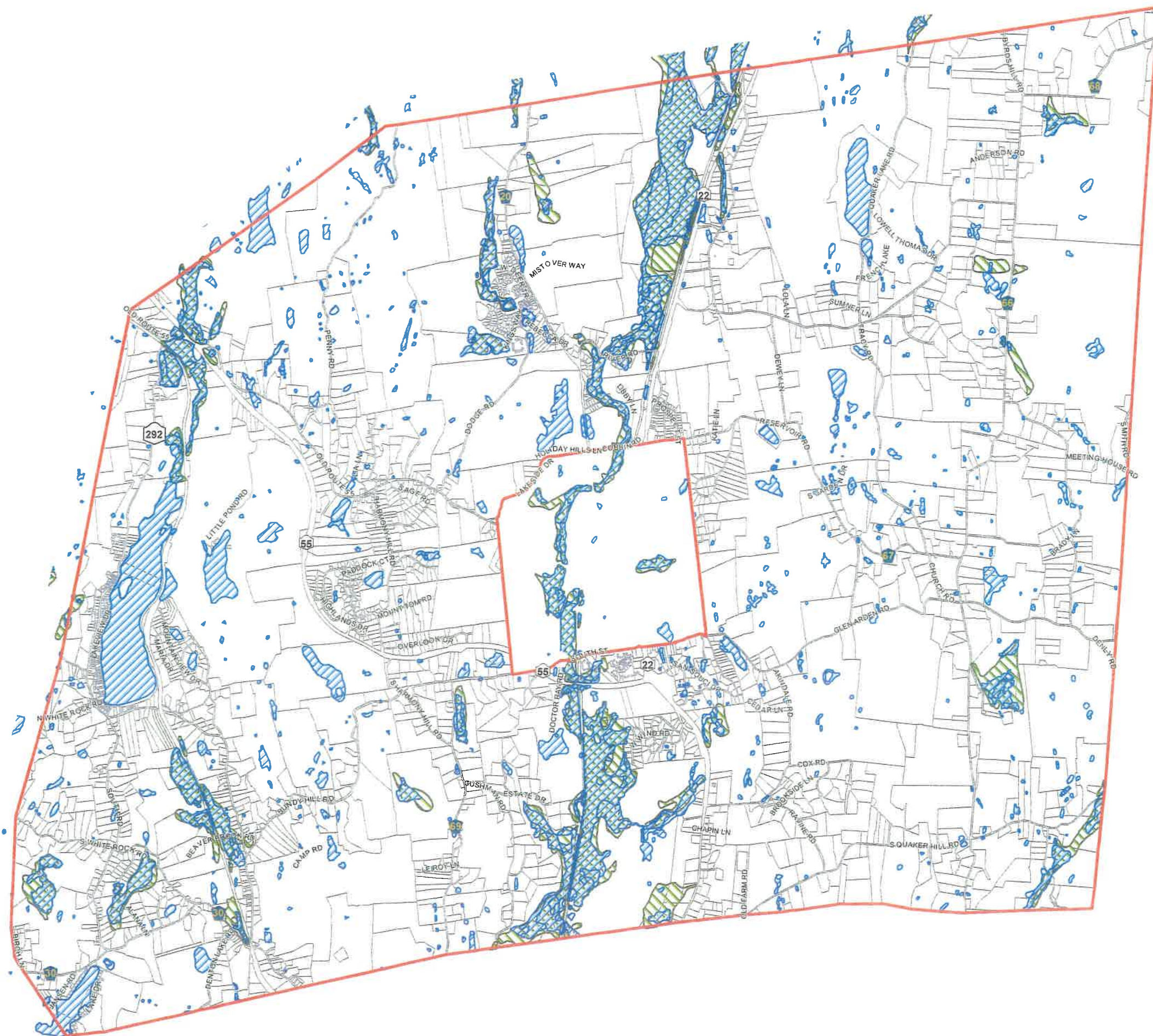
### Town of Pawling Baseline Mapping

Scale: 1" = 4000'

Prepared by:  
Dutchess County Department of  
Planning & Development  
April 2009







-  NWI Wetlands (Federal)
-  DEC Wetlands (State)
-  Parcel Boundaries

### Legend

## Wetlands

### Town of Pawling Baseline Mapping

Scale: 1" = 4000'

Prepared by:  
Dutchess County Department of  
Planning & Development  
April 2009



# Stormwater Management Program

## Appendix F

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Outfall Revision Request Form



## OUTFALL MAP REVISION REQUEST

All Revision Forms Due to DCSWCD by September 1st of each calendar year

2715 Route 44 \* Millbrook NY

MS4 Name:		Date Submitted:	
Contact Person for this Request:		Phone Number:	
Type of Revision:	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	<input type="checkbox"/> Revise
Approx. Street Address:			
If Add -	Approx. Date of Installation/Construction:		
Type of Outfall:	<input type="checkbox"/> Pipe	<input type="checkbox"/> Ditch/Swale	<input type="checkbox"/> MS4 Connection Point
If Pipe -	Approx. Diameter of Pipe:		
	Material (e.g., HDPE, concrete, etc.):		
Notes & Sketches (please add information to assist DCSWCD in finding outfall, include sketch of location if feasible):			
If Removal or Revision -	Outfall ID:		
If Revision -	Data to be changed:	Attribute Table Title:	
	(Add more sheets as necessary)	Existing Data:	
		Revised/New Data:	
		Attribute Table Title:	
		Existing Data:	
		Revised/New Data:	
=====			
MS4 Name:		Date Submitted:	
Contact Person for this Request:		Phone Number:	
Type of Revision:	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	<input type="checkbox"/> Revise
Approx. Street Address:			
If Add -	Approx. Date of Installation/Construction:		
Type of Outfall:	<input type="checkbox"/> Pipe	<input type="checkbox"/> Ditch/Swale	<input type="checkbox"/> MS4 Connection Point
If Pipe -	Approx. Diameter of Pipe:		
	Material (e.g., HDPE, concrete, etc.):		
Notes & Sketches (please add information to assist DCSWCD in finding outfall, include sketch of location if feasible):			
If Removal or Revision -	Outfall ID:		
If Revision -	Data to be changed:	Attribute Table Title:	
	(Add more sheets as necessary)	Existing Data:	
		Revised/New Data:	
		Attribute Table Title:	
		Existing Data:	
		Revised/New Data:	



# Stormwater Management Program

## Appendix G

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### **Chapter 170 Storm Sewers**

#### **Chapter §171 Stormwater, Soil Erosion and Sediment Control**

March 29, 2008 Resolution adopting Chapter 170 Storm Sewer(IDDE)

March 03, 2011 Resolution adopting

Chapter §171 Stormwater, Soil Erosion and Sediment Control



**RESOLUTION 2011057**  
**Addition of Town Code – “Illicit Discharge Detection and Elimination”**

RESOLVED: WHEREAS, proposed Local Law No. 3 of 2011 is to provide for an amendment to the Code of the Town of Pawling to add a new Chapter entitled “Illicit Discharge Detection and Elimination” to provide for the health, safety and general welfare of the residents of the Town of Pawling; and

WHEREAS, the proposed new Chapter of the Code of the Town of Pawling will establish methods for controlling the introduction of pollutants into the municipal stormwater sewer system (MS4) in order to comply with the requirements of the SPDES General Permit for Municipal Separate Storm Sewer Systems; and

WHEREAS, the Town Board pursuant to Article VIII Section 215-55 of the Town of Pawling Town Code and pursuant to Section 239(m) of the General Municipal Law referred the proposed Local Law to the Dutchess County Department of Planning and Development for its review and report; and

WHEREAS, the Dutchess County Department of Planning and Development responded to the referral on January 26, 2011, having no comments and stating that the Proposed Local Law was a matter of local concern; and

WHEREAS, a negative declaration pursuant to 6 NYCRR 617.7(a) was adopted by the Town Board for proposed Local Law No. 3 of 2011; and

WHEREAS, a public hearing was held on March 2, 2011 at 7:00 p.m. at the Pawling Town Hall, 160 Charles Colman Boulevard, Pawling, New York, upon notice duly published in the Poughkeepsie Journal as required by law; and

WHEREAS, public discussion was heard at such hearing concerning proposed Local Law No. 3 of 2011; and

WHEREAS, the Town Board of the Town of Pawling wishes to amend the Code of the Town of Pawling to add a new chapter entitled “Illicit Discharge Detection and Elimination”.

THEREFORE BE IT RESOLVED, that proposed Local Law No. 3 of 2011, of the Town of Pawling is hereby enacted as Local Law No. 3 of 2011 of the Town of Pawling; and

BE IT FURTHER RESOLVED, that a true copy of the law is attached hereto and made a part hereof.

The above Resolution was offered by Councilman Johnson and seconded by Supervisor Kelly and was passed with the following roll call vote:

Supervisor Kelly.....voting "AYE"

Councilman Johnson.....voting "AYE"

Councilman Mayer.....voting "AYE"

Councilman Upham.....voting "AYE"

Dated this 9<sup>th</sup> day of March, 2011

A handwritten signature in cursive script, appearing to read "Catherine Giordano", written over a horizontal line.

Catherine Giordano  
Town Clerk

**MARCH 28,  
2008  
SPECIAL  
MEETING**

A Special Meeting of the Town Board of the Town of Pawling was opened by Supervisor Coursen at 9:00 AM on March 28, 2008 at the Pawling Town Hall, 160 Charles Colman Blvd., Pawling, New York. Present were Councilmen Watson, Johnson, Montemarano, Mayer, Town Attorney Lewis Stadler and 3 interested citizens.

**PUBLIC  
HEARING FOR  
MS4 LOCAL  
LAW**

Supervisor Coursen opened the public hearing on the MS4 Local Law.

Mr. Mike Purcell said this is a good law and he was happy the Board was able to come into agreement on it. The watershed groups will be happy that it is passed.

Being no further comments, the motion to close the public hearing was made by Supervisor Coursen, seconded by Councilman Johnson, motion passed unanimously.

Following review of the Short EAF, parts one, two, various changes were made to the EAF and the following resolution for a Negative Declaration was introduced for adoption by Supervisor Coursen, seconded by Councilman Mayer:

**SEQRA  
NEGATIVE  
DECLARATION  
RESOLUTION  
FOR MS4**

WHEREAS, pursuant to the Federal Water Pollution Control Act (the Clean Water Act), the United States government has created a federal storm water management program under the National Pollutant Discharge Elimination System ("NPDES") program administered by the Environmental Protection Agency ("EPA"); and

WHEREAS, the New York State Department of Environmental Conservation ("DEC") has been delegated to carry out the NPDES program in New York through the State Pollutant Discharge Elimination System ("SPDES") regulations; and

WHEREAS, in 1999, the EPA published its Phase II rule, which expanded the scope of the storm water management program to include certain small municipal separate storm sewer systems MS-4s; and

WHEREAS, in 2003, in order to comply with the Phase II rule, the DEC issued the SPDES General Permit for Storm Water Discharges from MS-4s (GP-02-02); and

WHEREAS, the Town of Pawling is an additionally designated regulated MS-4 under the Phase II rule and GP-02-02 as administered by the DEC; and

WHEREAS, as a regulated MS-4, the Town of Pawling is required to implement a storm water management program that includes the six Minimum Control Measures established by the EPA, or a program that provides at least equivalent protection; and

WHEREAS, under GP-02-02, regulated MS-4s must establish storm water management programs that reduce the discharge of pollutants to the maximum extent practicable employing program elements specified by the Phase II rule and embodying certain parts of the program in a local law; and

WHEREAS, under GP-02-02, regulated MS-4s must fully develop and implement a stormwater management program that complies with the Phase II rule; and

WHEREAS, the DEC requires that regulated MS-4s adopt construction/post-construction stormwater management regulations, and recommends that such regulations take the form of a local law adopted pursuant to the Municipal Home Rule Law; and

WHEREAS, the Town Board concludes that further regulation of stormwater run-off from construction sites, both during construction and after construction is necessary to help control pollution from these sites; and

WHEREAS, the Town Board concludes that certain non-stormwater discharges not associated with construction activities can also contribute to increased quantities of water-borne pollutants; and

WHEREAS, the Town Board concludes that the regulation of these non-stormwater discharges will help control and minimize point and non-point source pollution associated with stormwater runoff; and

WHEREAS, the Town Board concludes that the regulation of both the stormwater from construction sites and non-stormwater discharges is in the public interest and will minimize threats to public health and safety and will help activities be conducted in a way that is compatible with the natural functions of a particular site or an entire watershed; and

WHEREAS, the Town Board concludes that the regulation of the activities that cause both the stormwater from construction sites and non-stormwater discharges should be regulated as part of the Town's development and implementation of a stormwater management program that complies with the Phase II rule and GP-02-02; and

MARCH 28,  
2008  
SPECIAL  
MEETING  
PAGE 2

WHEREAS, with the substantial assistance of a special environmental consultant that the Town has retained for the express purpose of assisting the Town in its efforts to comply with the requirements of the Phase II rule and GP-02-02, and to modify existing Chapter 171 of the Pawling Town Code entitled Soil Erosion, Sediment Control and Steep Slopes Protection, the Town Board has drafted a Local Law to meet the requirements of minimum measures 3, 4 and 5 of the SPDES General Permit for MS-4s Permit No GP-02-02, or as amended or revised, and to require land development activities to conform to the substantive requirements of the New York State Department of Environmental Conservation State Pollutant Discharge Elimination System General Permit for Construction Activities GP-02-01, or as amended or revised, and to better preserve and protect the natural environment, people and property located in the Town of Pawling; and

SEQRA  
NEGATIVE  
DECLARATION  
RESOLUTION  
FORM 54

WHEREAS, the Town has caused an environmental consultant to prepare an Environmental Assessment Form identifying and analyzing the potential environmental impacts of the Proposed Local Law; and

WHEREAS, the Town Board has considered and reviewed the proposed Local Law as an "action" subject to SEQRA pursuant to 6 NYCRR § 617.2(b) and 617.3(g); and

WHEREAS, to determine whether the action may have a significant adverse impact on the environment, the Town Board has compared the impacts that may be reasonably expected to result from the action and compared them against the criteria for determining significance set forth in SEQRA, 6 NYCRR § 617.7(c); and

WHEREAS, the Town Board has thoroughly analyzed and identified the relevant areas of environmental concern to determine if the action may have a significant adverse impact on the environment, and has taken the requisite "hard look" at the potential environmental impacts of the Action; and

WHEREAS, the Town Board concludes that the Local Law will not have any significant adverse environmental impacts, and further concludes that the proposed Local Law will significantly benefit the environment by reducing the discharge of pollutants to the maximum extent practicable, employing the program elements specified by the EPA's Phase II rule and DEC General Permit GP-02-02, and that said Local Law will enhance the existing Chapter 171 of the Pawling Town Code entitled Soil Erosion, Sediment Control and Steep Slopes Protection; and

IT IS HEREBY RESOLVED, that, pursuant to 6 NYCRR Section 617.6(a) (1) (iv), the Town Board classifies the action as an Unlisted action; and

IT IS HEREBY FURTHER RESOLVED that, pursuant to NYCRR Section 617.6(b), the Town Board concludes that the action shall be subject to an uncoordinated SEQRA review; and

IT IS HEREBY RESOLVED that pursuant to 6 NYCRR 617.7(a), the Town Board issues and adopts a negative declaration for the Local Law, based upon its determination that the action will not have any significant adverse environmental impacts.

The foregoing resolution was voted upon with all members voting as follows:

Supervisor Coursen.....voting - "AYE"

Councilman Montemarano.....voting - "AYE"

Councilman Johnson.....voting - "AYE"

Councilman Mayer.....voting - "AYE"

Councilman Watson.....voting - "AYE"

MARCH 28,  
2008  
PAGE 3

RESOLUTION  
ADOPTION OF  
MS4 LAW -  
LOCAL LAW  
#2

Supervisor Coursen introduced the following Resolution and moved its adoption, seconded by Councilman Johnson:

WHEREAS, with the substantial assistance of a special environmental consultant retained by the Town for the express purpose of assisting the Town in its efforts to comply with the requirements of the Environmental Protection Agency's Phase II rule and the New York State Department of Environmental Conservation's General Permit, GP-02-02, and to modify existing Chapter 171 of the Pawling Town Code entitled Soil Erosion, Sediment Control and Steep Slopes Protection, the Town Board has drafted Proposed Local Law No. 1 of 2008; and

WHEREAS, a Public Hearing was held on March 28, 2008 at 9:00 A.M. at the Pawling Town Hall, 160 Charles Colman Boulevard, Pawling, New York and upon notice duly published in the POUGHKEEPSIE JOURNAL as required by law; and

WHEREAS, public discussion was heard at said public hearing concerning proposed Local Law No. 1 of 2008; and

WHEREAS, a negative declaration pursuant to 6 NYCRR 617.7(a) was adopted by the Town Board for proposed Local Law No. 1 of 2008; and

WHEREAS, the Town Board of the Town of Pawling wishes to repeal the existing Chapter 171 of the Town of Pawling Town Code and to replace said Chapter 171 with a new Chapter 171, which new Chapter 171 will meet the requirements of minimum measures 3, 4 and 5 of the SPDES General Permit for MS-4s Permit No GP-02-02, or as amended or revised, and to require land development activities to conform to the substantive requirements of the New York State Department of Environmental Conservation State Pollutant Discharge Elimination System General Permit for Construction Activities GP-02-01, or as amended or revised, and to better preserve and protect the natural environment, people and property located in the Town of Pawling; and

WHEREAS, the Town Board supports the goals advanced by the implementation of GP-02-02 and strongly supports regulations which better manage stormwater issues and believes that because the implementation of GP-02-02 by the Town of Pawling stands to benefit many governmental entities outside of the Town of Pawling, the cost of implementing GP-02-02 should be shared by those entities, including the New York City Department of Environmental Protection; and

THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Pawling hereby repeals the existing Chapter 171 of the Pawling Town Code and enacts a new Chapter 171 of the Pawling Town Code entitled Stormwater, Soil Erosion and Sediment Control; and

BE IT FURTHER RESOLVED, that proposed Local Law No. 1 of 2008, of the Town of Pawling is hereby enacted as Local Law No. 2 of 2008 of the Town of Pawling; and

BE IT FURTHER RESOLVED, that a true copy of the law is attached hereto and made a part hereof.

The foregoing resolution was voted upon with all members voting as follows:

Supervisor Coursen.....voting- "AYE"

Councilman Montemarano.....voting - "AYE"

Councilman Johnson.....voting - "AYE"

Councilman Mayer.....voting - "AYE"

Councilman Watson.....voting - "AYE"

Supervisor Coursen and Town Attorney Stadler left the meeting and Supervisor Coursen turned the Chair over to Councilman Mayer.

*Town of Pawling, NY  
Monday, May 13, 2024*

## Chapter 170. Storm Sewers

[HISTORY: Adopted by the Town Board of the Town of Pawling as indicated in article histories. Amendments noted where applicable.]

### GENERAL REFERENCES

Building code administration and enforcement — See Ch. 11.

Septic systems — See Ch. 159.

Sewers — See Ch. 161.

Water — See Ch. 207.

Zoning — See Ch. 215.

Subdivision of land — See Ch. A230.

## Article I. Illicit Discharge Detection and Elimination

[Adopted 3-9-2011 by L.L. No. 3-2011]

### § 170-1. Purpose and intent.

The purpose of this article is to provide for the health, safety and general welfare of the residents of the Town of Pawling through the regulation of nonstormwater discharges to the municipal separate storm sewer system (MS4) to the maximum extent practicable as required by federal and state law. This article establishes methods for controlling the introduction of pollutants into the MS4 in order to comply with requirements of the SPDES General Permit for Municipal Separate Storm Sewer Systems.

### § 170-2. Objectives.

The objectives of this article are:

- A. To meet the requirements of the SPDES General Permit for Stormwater Discharges from MS4s, Permit No. GP-0-10-002, or as amended or revised;
- B. To regulate the contribution of pollutants to the MS4, since such systems are not designed to accept process or discharge nonstormwater wastes;
- C. To prohibit illicit connections, activities and discharges to the MS4;
- D. To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this article; and
- E. To promote public awareness of the hazards involved in the improper discharge of trash, yard waste, lawn chemicals, pet waste, wastewater, grease, oil, petroleum products, cleaning products, paint products, hazardous waste, sediment and other pollutants into the MS4.

### § 170-3. Definitions.

Whenever used in this article, unless a different meaning is stated in a definition applicable to only a portion of this article, the following terms will have meanings set forth below:

**303(d) LIST**

A list of all surface waters in the state for which beneficial uses of the water (drinking, recreation, aquatic habitat and industrial use) are impaired by pollutants, prepared periodically by the Department as required by Section 303(d) of the Clean Water Act. 303(d) listed waters are estuaries, lakes and streams that fall short of state surface water quality standards and are not expected to improve within the next two years.

**BEST MANAGEMENT PRACTICES (BMPs)**

Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

**CLEAN WATER ACT**

The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

**CONSTRUCTION ACTIVITY**

Activities requiring authorization under the SPDES Permit for Stormwater Discharges from Construction Activity, GP-0-08-001, as amended or revised. These activities include construction projects resulting in land disturbance of one or more acres. Such activities include but are not limited to clearing and grubbing, grading, excavating and demolition.

**DEPARTMENT**

The New York State Department of Environmental Conservation.

**HAZARDOUS MATERIALS**

Any material, including any substance, waste or combination thereof, which because of its quantity, concentration or physical, chemical or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

**ILLICIT CONNECTIONS**

Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the MS4, including but not limited to:

- A. Any conveyances which allow any nonstormwater discharge including treated or untreated sewage, process wastewater and wash water to enter the MS4 and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted or approved by an authorized enforcement agency; or
- B. Any drain or conveyance connected from a commercial or industrial land use to the MS4 which has not been documented in plans, maps or equivalent records and approved by an authorized enforcement agency.

**ILLICIT DISCHARGE**

Any direct or indirect nonstormwater discharge to the MS4, except as exempted in § 170-6 of this article.

**INDUSTRIAL ACTIVITY**

Activities requiring the SPDES Permit for Discharges from Industrial Activities Except Construction, GP-0-06-002, as amended or revised.

**MS4**

Municipal separate storm sewer system.

**MUNICIPALITY**

The Town of Pawling.

**MUNICIPAL SEPARATE STORM SEWER SYSTEM**

A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels or storm drains):

- A. Owned or operated by the Town of Pawling;
- B. Designed or used for collecting or conveying stormwater;
- C. Which is not a combined sewer; and
- D. Which is not part of a publicly owned treatment works (POTW) as defined at 40 CFR 122.2.

**NONSTORMWATER DISCHARGE**

Any discharge to the MS4 that is not composed entirely of stormwater.

**PERSON**

Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

**POLLUTANT**

Dredged spoil, filter backwash, solid waste, incinerator residue, treated or untreated sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand and industrial, municipal, agricultural waste and ballast discharged into water, which may cause or might reasonably be expected to cause pollution of the waters of the state in contravention of the standards.

**PREMISES**

Any building, lot, parcel of land or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.

**SPECIAL CONDITIONS**

- A. Discharge compliance with water quality standards: the condition that applies where a municipality has been notified that the discharge of stormwater authorized under its MS4 permit may have caused or has the reasonable potential to cause or contribute to the violation of an applicable water quality standard. Under this condition, the municipality must take all necessary actions to ensure future discharges do not cause or contribute to a violation of water quality standards.
- B. 303(d) listed waters: the condition in the municipality's MS4 permit that applies where the MS4 discharges to a 303(d) listed water. Under this condition, the stormwater management program must ensure no increase of the listed pollutant of concern to the 303(d) listed water.
- C. Total maximum daily load (TMDL) strategy: the condition in the municipality's MS4 permit where a TMDL including requirements for control of stormwater discharges has been approved by EPA for a water body or watershed into which the MS4 discharges. If the discharge from the MS4 did not meet the TMDL stormwater allocations prior to September 10, 2003, the municipality was required to modify its stormwater management program to ensure that reduction of the pollutant of concern specified in the TMDL is achieved.
- D. The condition in the municipality's MS4 permit that applies if a TMDL is approved in the future by EPA for any water body or watershed into which an MS4 discharges: under this condition, the municipality must review the applicable TMDL to see if it includes requirements for control of stormwater discharges. If an MS4 is not meeting the TMDL stormwater allocations, the



municipality must, within six months of the TMDL's approval, modify its stormwater management program to ensure that reduction of the pollutant of concern specified in the TMDL is achieved.

#### **STATE POLLUTANT DISCHARGE ELIMINATION SYSTEM (SPDES) STORMWATER DISCHARGE PERMIT**

A permit issued by the Department that authorizes the discharge of pollutants to waters of the state.

#### **STORMWATER**

Rainwater, surface runoff, snowmelt and drainage.

#### **STORMWATER MANAGEMENT OFFICER (SMO)**

An employee, the Municipal Engineer or other public official(s) designated by the Town of Pawling to enforce this article. The SMO may also be designated by the municipality to accept and review stormwater pollution prevention plans, forward the plans to the applicable municipal board and inspect stormwater management practices.

#### **TMDL**

Total maximum daily load.

#### **TOTAL MAXIMUM DAILY LOAD**

The maximum amount of a pollutant to be allowed to be released into a water body so as not to impair uses of the water allocated among the sources of that pollutant.

#### **WASTEWATER**

Water that is not stormwater, is contaminated with pollutants and is or will be discarded.

### **§ 170-4. Applicability.**

This article shall apply to all water entering the MS4 generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.

### **§ 170-5. Responsibility for administration.**

The Stormwater Management Officer(s) [SMO(s)] shall administer, implement and enforce the provisions of this article. Such powers granted or duties imposed upon the authorized enforcement official may be delegated in writing by the SMO as may be authorized by the municipality.

### **§ 170-6. Discharge prohibitions; exceptions.**

- A. Prohibition of illegal discharges. No person shall discharge or cause to be discharged into the MS4 any materials other than stormwater except as provided in Subsection A(1) below. The commencement, conduct or continuance of any illegal discharge to the MS4 is prohibited except as described as follows:
- (1) The following discharges are exempt from discharge prohibitions established by this article, unless the Department or the municipality has determined them to be substantial contributors of pollutants: water line flushing or other potable water sources, landscape irrigation or lawn watering, provided that all pesticides and fertilizers have been applied in accordance with the manufacturer's product label, existing diverted stream flows, rising groundwater, uncontaminated groundwater infiltration to storm drains, uncontaminated pumped groundwater, foundation or footing drains, crawl space or basement sump pumps, air-conditioning condensate, irrigation water, springs, water from individual residential car washing, natural riparian habitat or wetland flows, dechlorinated swimming pool discharges, residential street

wash water, water from fire-fighting activities and any other water source not containing pollutants. Such exempt discharges shall be made in accordance with an appropriate plan for reducing pollutants.

- (2) Discharges approved in writing by the SMO to protect life or property from imminent harm or damage, provided that such approval shall not be construed to constitute compliance with other applicable laws and requirements, and further provided that such discharges may be permitted for a specified time period and under such conditions as the SMO may deem appropriate to protect such life and property while reasonably maintaining the purpose and intent of this article.
- (3) Dye testing in compliance with applicable state and local laws is an allowable discharge, but requires a verbal notification to the SMO prior to the time of the test.
- (4) The prohibition shall not apply to any discharge permitted under a SPDES permit, waiver or waste discharge order issued to the discharger and administered under the authority of the Department, provided that the discharger is in full compliance with all requirements of the permit, waiver or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the MS4.

**B. Prohibition of illicit connections.**

- (1) The construction, use, maintenance or continued existence of illicit connections to the MS4 is prohibited.
- (2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (3) A person is considered to be in violation of this article if the person connects a line conveying sewage to the municipality's MS4 or allows such a connection to continue.

## § 170-7. Activities contaminating stormwater prohibited.

**A. Activities that are subject to the requirements of this section are those types of activities that:**

- (1) Cause or contribute to a violation of the municipality's MS4 SPDES permit.
- (2) Cause or contribute to the municipality being subject to the special conditions as defined in § 170-3, Definitions, of this article.

**B. Upon notification to a person that he or she is engaged in activities that cause or contribute to violations of the municipality's MS4 SPDES permit authorization, that person shall take all reasonable actions to correct such activities such that he or she no longer causes or contributes to violations of the municipality's MS4 SPDES permit authorization.**

## § 170-8. Prevention, control and reduction of stormwater pollutants by use of best management practices.

Where the SMO has identified illicit discharges, as defined in § 170-3, or activities contaminating stormwater, as defined in § 170-7, the municipality may require implementation of best management practices (BMPs) to control those illicit discharges and activities.

- A. The owner or operator of a commercial or industrial establishment shall provide, at his or her own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the MS4 through the use of structural and nonstructural BMPs.**

- B. Any person responsible for a property or premises which is, or may be, the source of an illicit discharge as defined in § 170-3 or an activity contaminating stormwater as defined in § 170-7 may be required to implement, at said person's expense, additional structural and nonstructural BMPs to reduce or eliminate the source of pollutant(s) to the MS4.
- C. Compliance with all terms and conditions of a valid SPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section.

## § 170-9. Suspension of access to MS4; illicit discharges in emergency situations.

- A. Emergency or imminent and substantial danger. The SMO may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, to the health or welfare of persons, or to the MS4. The SMO shall notify the person of such suspension within a reasonable time thereafter in writing of the reasons for the suspension. If the violator fails to comply with a suspension order issued in an emergency, the SMO may take such steps as deemed necessary to prevent or minimize damage to the MS4 or to minimize danger to persons.
- B. Suspension due to the detection of illicit discharge. Any person discharging to the municipality's MS4 in violation of this article may have his or her MS4 access terminated if such termination would abate or reduce an illicit discharge. The SMO will notify a violator in writing of the proposed termination of its MS4 access and the reasons therefor. The violator may petition the SMO for a reconsideration and hearing. Access may be granted by the SMO if he/she finds that the illicit discharge has ceased and the discharger has taken steps to prevent its recurrence. Access may be denied if the SMO determines in writing that the illicit discharge has not ceased or is likely to recur. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this section without the prior approval of the SMO.

## § 170-10. Industrial or construction activity discharges.

Any person subject to an industrial or construction activity SPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the municipality prior to the allowing of discharges to the MS4.

## § 170-11. Applicability; access to facilities; monitoring of discharges.

- A. Applicability. This section applies to all facilities that the SMO must inspect to enforce any provision of this article, or whenever the authorized enforcement agency has cause to believe that there exists, or potentially exists, in or upon any premises any condition which constitutes a violation of this article.
- B. Access to facilities.
  - (1) The SMO shall be permitted to enter and inspect facilities subject to regulation under this article as often as may be necessary to determine compliance with this article. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to the SMO.

- (2) Facility operators shall allow the SMO ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records as may be required to implement this article.
- (3) The municipality shall have the right to set up on any facility subject to this article such devices as are necessary in the opinion of the SMO to conduct monitoring and/or sampling of the facility's stormwater discharge.
- (4) The municipality has the right to require the facilities subject to this article to install monitoring equipment as is reasonably necessary to determine compliance with this article. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at his or her own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.
- (5) Unreasonable delays in allowing the municipality access to a facility subject to this article is a violation of this article. A person who is the operator of a facility subject to this article commits an offense if the person denies the municipality reasonable access to the facility for the purpose of conducting any activity authorized or required by this article.
- (6) If the SMO has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this article or any order issued hereunder, then the SMO may seek issuance of a search warrant from any court of competent jurisdiction.

## § 170-12. Notification of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into the MS4, said person shall take all necessary steps to ensure the discovery, containment and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of nonhazardous materials, said person shall notify the municipality in person or by telephone or facsimile no later than the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the municipality within three business days of the telephone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

## § 170-13. Enforcement; penalties for offenses.

### A. Notice of violation.

- (1) When the municipality's SMO finds that a person has violated a prohibition or failed to meet a requirement of this article, he/she may order compliance by written notice of violation to the responsible person. Such notice may require, without limitation:
  - (a) The elimination of illicit connections or discharges;
  - (b) That violating discharges, practices or operations shall cease and desist;
  - (c) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;

- (d) The performance of monitoring, analyses and reporting;
  - (e) Payment of a fine; and
  - (f) The implementation of source control or treatment BMPs.
- (2) If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.
- B. Penalties. In addition to, or as an alternative to, any penalty provided herein or by law, any person who violates the provisions of this article shall be guilty of a violation punishable by a fine not exceeding \$350 or imprisonment for a period not to exceed six months, or both, for conviction of a first offense; for conviction of a second offense, both of which were committed within a period of five years, punishable by a fine not less than \$350 nor more than \$700 or imprisonment for a period not to exceed six months, or both; and upon conviction for a third or subsequent offense, all of which were committed within a period of five years, punishable by a fine not less than \$700 nor more than \$1,000 or imprisonment for a period not to exceed six months, or both. However, for the purposes of conferring jurisdiction upon courts and judicial officers generally, violations of this article shall be deemed misdemeanors and for such purpose only all provisions of law relating to misdemeanors shall apply to such violations. Each week's continued violation shall constitute a separate additional violation.

## § 170-14. Appeal of notice of violation.

Any person receiving a notice of violation may appeal the determination of the SMO to the Town Board within 15 days of its issuance, which shall hear the appeal within 30 days after the filing of the appeal and, within five days of making its decision, file its decision in the office of the Municipal Clerk and mail a copy of its decision by certified mail to the discharger.

## § 170-15. Corrective measures after appeal.

- A. Entry onto property after abatement. If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal, within five business days of the decision of the municipal authority upholding the decision of the SMO, then the SMO shall request the owner's permission for access to the subject private property to take any and all measures reasonably necessary to abate the violation and/or restore the property.
- B. Search warrant. If refused access to the subject private property, the SMO may seek a warrant in a court of competent jurisdiction to be authorized to enter upon the property to determine whether a violation has occurred. Upon determination that a violation has occurred, the SMO may seek a court order to take any and all measures reasonably necessary to abate the violation and/or restore the property. The cost of implementing and maintaining such measures shall be the sole responsibility of the discharger.

## § 170-16. Injunctive remedies.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this article. If a person has violated or continues to violate the provisions of this article, the SMO may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

## § 170-17. Alternative remedies.

- A. Where a person has violated a provision of this article, he/she may be eligible for alternative remedies in lieu of a civil penalty, upon recommendation of the Municipal Attorney and concurrence of the Town Code Enforcement Officer, where:
- (1) The violation was unintentional.
  - (2) The violator has no history of previous violations of this article.
  - (3) Environmental damage was minimal.
  - (4) The violator acted quickly to remedy violation.
  - (5) The violator cooperated in investigation and resolution.
- B. Alternative remedies may consist of one or more of the following:
- (1) Attendance at compliance workshops.
  - (2) Storm drain stenciling or storm drain marking.
  - (3) River, stream or creek cleanup activities.

## § 170-18. Violations deemed public nuisance.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this article is a threat to public health, safety and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin or otherwise compel the cessation of such nuisance may be taken.

## § 170-19. Remedies not exclusive.

The remedies listed in this article are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

**RESOLUTION 2011055**  
**Chapter 171 – Stormwater, Soil Erosion and Sediment Control**

RESOLVED: WHEREAS, proposed Local Law No. 2 of 2011 is a proposed local law to rescind Chapter 171 of the Code of the Town of Pawling entitled “Soil Erosion and Sediment Control” and to replace it with a new Chapter 171 entitled “Stormwater, Soil Erosion and Sediment Control”; and

WHEREAS, it is the purpose of this new Chapter 171 to protect the public health, safety and welfare in the Town of Pawling, and its aquatic resources by establishing minimum requirements for stormwater management, preventing erosion and controlling sedimentation for activities which cause changes to the watershed hydrology and may increase erosion and sediment transport including but not limited to construction activities, land alterations including excavation, filling, grading, land stripping and tree clearing, and increases in the rate of stormwater runoff; and

WHEREAS, the Town Board pursuant to Article VIII Section 215-55 of the Town of Pawling Town Code and pursuant to Section 239(m) of the General Municipal Law referred the proposed Local Law to the Dutchess County Department of Planning and Development for its review and report; and

WHEREAS, the Dutchess County Department of Planning and Development responded to the referral on February 4, 2011, having no comments and stating that the Proposed Local Law was a matter of local concern; and

WHEREAS, a negative declaration pursuant to 6NYCRR 617.7(a) was adopted by the Town Board for proposed Local Law No. 2 of 2011; and

WHEREAS, a public hearing was held on March 2, 2011 at 7:00 p.m. at the Pawling Town Hall, 160 Charles Colman Boulevard, Pawling, New York, upon notice duly published in the Poughkeepsie Journal as required by law; and

WHEREAS, public discussion was heard at such hearing concerning proposed Local Law No. 2 of 2011; and

WHEREAS, the Town Board of the Town of Pawling wishes to rescind Chapter 171 of the Code of the Town of Pawling and replace it with new Chapter 171 entitled “Stormwater, Erosion and Sediment Control”.

THEREFORE BE IT RESOLVED, that proposed Local Law No. 2 of 2011, of the Town of Pawling is hereby enacted as Local Law No. 2 of 2011 of the Town of Pawling; and

BE IT FURTHER RESOLVED, that a true copy of the law is attached hereto and made a part hereof.

The above Resolution was offered by Councilman Johnson and seconded by Councilman Mayer and was passed with the following roll call vote:

Supervisor Kelly.....voting "AYE"

Councilman Johnson.....voting "AYE"

Councilman Mayer.....voting "AYE"

Councilman Upham.....voting "AYE"

Dated this 9<sup>th</sup> day of March, 2011



Catherine Giordano

Town Clerk



Town of Pawling, NY  
Monday, May 13, 2024

## Chapter 171. Stormwater, Soil Erosion and Sediment Control

[HISTORY: Adopted by the Town Board of the Town of Pawling 3-9-2011 by L.L. No. 2-2011.<sup>[1]</sup> Amendments noted where applicable.]

### GENERAL REFERENCES

Building code administration and enforcement — See Ch. 11.

Flood damage prevention — See Ch. 107.

Wetlands and watercourse protection — See Ch. 111.

Septic systems — See Ch. 159.

Sewers — See Ch. 161.

Water — See Ch. 207.

Zoning — See Ch. 215.

Subdivision of land — See Ch. A230.

[1] *Editor's Note: This local law also repealed former Ch. 171, Stormwater, Soil Erosion and Sediment Control, adopted 3-28-2008 by L.L. No. 2-2008, as amended.*

## Article I. General Provisions

### § 171-1. Purpose.

A. The Town of Pawling finds that land development activities, associated increases in site impervious cover, disturbances to the natural vegetative cover, and changes to the topography of the land can often alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes. These changes to the hydrology of the watershed can cause an increase in flooding, stream bank erosion, impairment to aquatic resources from silt or other pollutants, degradation of water quality and a loss of wildlife habitat. Land development activities can also cause unchecked erosion, sediment transport and deposition which can impair aquatic resources, clog drainageways and cause increased flooding. The potential impairment of the Town's natural resources caused by unchecked erosion, sedimentation and increased stormwater runoff results in a significant economic and social loss to the community. It is the purpose of this chapter to protect the public health, safety and welfare in the Town of Pawling, and its aquatic resources, by establishing minimum requirements for stormwater management, preventing erosion and controlling sedimentation for activities which cause changes to the watershed hydrology and may increase erosion and sediment transport, including but not limited to construction activities, land alterations including excavation, filling, grading, land stripping and tree clearing, and increases in the rate of stormwater runoff. The Town of Pawling resolves to:

- (1) Preserve the quality of the natural environment from the effects of site preparation and construction, such as:
  - (a) Pollution of lakes, ponds and watercourses from silt or other material.
  - (b) Unnecessary destruction of trees and other vegetation.
  - (c) Excessive exposure of soil to erosion.

- (d) Unnecessary modification of natural topography or unique geological features.
  - (e) Failure to restore sites to attractive natural condition.
- (2) Protect people and property from the adverse effects that can be associated with improper site preparation and/or construction, such as:
    - (a) Increased runoff, erosion and sediment.
    - (b) Increased threat to life and property from flooding or stormwaters.
    - (c) Increased slope instability and hazards from landslides and slumping.
    - (d) Modification of the groundwater regime that adversely affects wells and surface-water levels.
  - (3) Protect the Town and other governmental bodies from having to undertake, at public obligation, increased maintenance of stormwater management practices, programs of repairing roads and other public facilities, of providing flood protection facilities and of compensating private property owners for the destruction of properties arising from the adverse effects of improper site preparation and construction.
  - (4) Ensure that site preparation and construction are consistent with the Comprehensive Plan of the Town of Pawling.
  - (5) Regulate land development activities by means of performance standards governing stormwater management, erosion and sediment control and site design to produce development compatible with the natural functions of a particular site or an entire watershed and thereby mitigate the adverse effects of stormwater runoff from changes in the natural conditions due to development
- B. To accomplish the aforementioned purposes, the Town Board of the Town of Pawling has promulgated standards and regulations listed herein which seek to achieve the following objectives:
- (1) Minimize increases in peak rate of stormwater runoff from land development activities in order to reduce flooding, siltation, increases in stream temperature, and stream bank erosion and maintain the integrity of stream channels.
  - (2) Minimize increases in pollution caused by stormwater runoff from land development activities which would otherwise degrade local water quality.
  - (3) Minimize the total volume of stormwater runoff which flows from any specific site during and following development to the maximum extent practicable in order to minimize the economic impact of installation, operation and maintenance of drainage facilities.
  - (4) Reduce soil erosion and sediment transport, wherever possible, through appropriate structural and nonstructural best management practices (BMPs), and to ensure that these management practices are properly maintained to eliminate threats to public safety.
  - (5) Meet the requirements of minimum measures 4 and 5 of the SPDES General Permit for Stormwater Discharges from Municipal Separate Stormwater Sewer Systems (MS4s), Permit No. GP-0-10-02, or as amended or revised.
  - (6) Require land development activities to conform to the substantive requirements of the New York State Department of Environmental Conservation State Pollutant Discharge Elimination System (SPDES) General Permit for Construction Activities GP-02-01, or as amended or revised.

## § 171-2. Statutory authority.

In accordance with Article 10 of the Municipal Home Rule Law of the State of New York, the Town Board of the Town of Pawling has the authority to enact local laws for the purpose of promoting the health, safety and general welfare of the Town of Pawling, including the protection and preservation of the property of its inhabitants. By the same authority, the Town Board may include in any such law a provision for the appointment of a municipal officer or employee to effectuate, administer and enforce such law as the Stormwater Management Officer.

## § 171-3. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

### **303(d) LIST**

A list of all surface waters in the state for which beneficial uses of the water (drinking, recreation, aquatic, habitat and industrial use) are impaired by pollutants, prepared periodically by the New York State Department of Environmental Conservation as required by Section 303(d) of the Clean water Act. 303(d) listed waters are estuaries, lakes and streams that fall short of the state surface water quality standards and are not expected to improve within the next two years.

### **AGRICULTURE**

All activities directly related to the grazing, growing or raising of crops or livestock, including but not limited to horticultural and fruit production, but not including timber harvesting, provided that such activities are conducted on 10 acres or more and produce a gross income of at least \$10,000 per year.

### **APPLICANT**

Any individual or individuals, firm, partnership, association, corporation, company, organization or other legal entity of any kind, including municipal corporations, governmental agencies or subdivisions thereof, who has a request for a permit to conduct a regulated activity before the Code Enforcement Officer or who has an application pending pursuant to § 171-7 of this chapter before the Planning Board.

### **BEST MANAGEMENT PRACTICES (BMPs)**

Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters or stormwater conveyance systems. BMPs also include treatment practices, operating procedures and practices to control runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

### **CLEAN WATER ACT**

The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) and subsequent amendments thereto.

### **CLEAR CUTTING**

Complete cutting and removing of an entire stand of trees replaced by natural or planted regeneration.

### **CLEARING**

Any activity that removes the vegetative surface cover.

### **CODE ENFORCEMENT OFFICER**

The individual designated by the Town Board of the Town of Pawling, and charged with the enforcement of zoning, building and fire codes.

### **COMMON PLAN OF DEVELOPMENT**

Where multiple construction activities are occurring, or will occur, whether in stages or phases on a contiguous area.

**COMPLETE APPLICATION**

An application which has been declared to be complete by the Stormwater Management Officer or which has been deemed complete as a result of the Stormwater Management Officer's failure to evaluate it for completeness within the required time period.

**CONSTRUCTION ACTIVITY**

Activities requiring authorization under SPDES Permit for Stormwater Discharges from Construction Activity, GP 0-10-001, as amended or revised. These activities include construction projects resulting in land disturbance of one or more acres, or in the East of Hudson Croton Watershed, land development activities equal to or greater than 5,000 square feet. Such activities include but are not limited to clearing and grubbing, grading, excavating and demolition.

**DATE OF RECEIPT OF COMPLETE APPLICATION**

A complete application shall be deemed received by the Planning Board on the date of the first regular meeting of the Planning Board following the filing of the complete application and supporting plans with the Planning Board pursuant to the provisions of § 171-7 of this chapter.

**DCSWCD**

The Dutchess County Soil and Water Conservation District.

**DEPOSIT**

To fill, place, eject or dump any material, but not including stormwater.

**DESIGN PROFESSIONAL**

New York State licensed professional engineer or licensed architect.

**DIRECT DISCHARGE**

Means that runoff flows from a construction site by overland flow and the first point of discharge is the specific surface waterbody, or runoff flows from a construction site to a separate storm system and the first point of discharge from separate storm system is the specific surface waterbody.

**DISTURBANCE**

Site preparation or removal of vegetation, including but not limited to blasting, grading, excavation and filling and/or construction activities, including but not limited to the building of structures and driveways.

**DRAINAGE**

The gravitational movement of water or other liquids by surface runoff or overland surface flow.

**ENVIRONMENTAL PERMIT**

That form of approval required to conduct regulated activities involving land development, timber harvesting, stormwater, soil erosion and sediment control, and any activity within wetland, watercourse or controlled area.

**EROSION**

The wearing away of the land surface by action of wind, water, gravity or other natural forces.

**EXCAVATION**

Any activity which removes or significantly disturbs rock, gravel, sand, soil or other natural deposits.

**FARM OPERATIONS**

All activities and practices which contribute to the growing or raising of crops, livestock and livestock products as a commercial enterprise, including a commercial horse boarding operation

**FILLING**

Any activity which deposits natural or artificial material so as to modify the surface or subsurface conditions of land, lakes, ponds, wetlands or watercourses.

**FINAL STABILIZATION**

When all soil disturbing activities at the site have been completed and a uniform perennial vegetative cover with a density of 80% has been established or equivalent stabilization measures (such as the use of mulches, riprap or geotextiles) have been employed on all areas not permanently improved by pavement, concrete or structures.

**FOREST LAND**

An ecosystem supporting a dense growth of trees. Fencerows alone do not constitute a forest system.

**GRADING**

The alteration or reshaping of the surface or subsurface conditions of land, lakes, ponds, wetlands or watercourses by excavation or filling.

**HAZARDOUS MATERIALS**

Any material, including any substance, waste or combination thereof, which because of its quantity, concentration or physical, chemical or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

**IMPERVIOUS SURFACE OR COVER**

Those surfaces in the urban landscape which do not have a permanent vegetative cover and/or cannot effectively infiltrate rainfall, including but not limited to building rooftops, pavement, sidewalks, driveways and roads with a surface of compacted dirt or gravel, asphalt or concrete, decks and swimming pools.

**INDIVIDUAL SEWAGE TREATMENT SYSTEM**

A facility serving one or more parcels of land or residential households, or a private, commercial or institutional facility that treats sewage or other liquid wastes for discharges into groundwater of New York State, except where a permit for such a facility is required under the applicable provision of Article 17 of the Environmental Conservation Law (ECL).

**INDUSTRIAL ACTIVITY**

Activities requiring the SPDES Permit for Discharges from Industrial Activities Except Construction, GP-0-06-002, as amended or revised

**ILLCIT CONNECTIONS**

Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the MS4, including but not limited to:

- A. Any conveyance which allows any nonstormwater discharge including treated or untreated sewage, process wastewater and wash water to enter the MS4 and any connection to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted or approved by an authorized enforcement agency.
- B. Any drain or conveyance connected from a commercial or industrial land use to the MS4 which has not been documented in the plans, maps or equivalent records and approved by an unauthorized enforcement agency.

**ILLCIT DISCHARGE**

Any direct or indirect nonstormwater discharge to the MS4.

**LAND DEVELOPMENT ACTIVITY**

Any land or soil disturbance covered by this chapter.

**LAND DEVELOPMENT PERMIT**

Same as "environmental permit."

**MS4**

Municipal separate storm system.

**MULCHING**

The application of a layer of organic material such as wood chips, hay, pine bark or other material at a sufficient thickness for the purpose of effectively controlling erosion.

**MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)**

An MS4 is defined as a conveyance or system of conveyances owned by a state, city, town, village, borough, county, parish district, association or other public entity (created by or pursuant to state law) that discharges to the waters of the United States and is designed or used to collect/convey stormwater (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels or storm drains). An MS4 is not a combined sewer, and is also not part of a publicly owned treatment works (i.e., sewage treatment plant).

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)**

The national system for the issuance of wastewater and stormwater permits under the Federal Water Pollution Control Act (Clean Water Act).

**NONSTORMWATER DISCHARGE**

Any discharge to the MS4 that is not composed entirely of stormwater.

**NYCDEP**

New York City Department of Environmental Protection.

**NYSDEC**

New York State Department of Environmental Conservation.

**PARCEL**

A designated lot, tract or area of land to be used, disturbed, developed or built upon as a unit.

**PERSON**

Any individual, organization, person, firm, partnership, association, corporation, company or legal entity of any kind, including any political subdivision of the state recognized by law and acting as either the owner or as owner's agent.

**PLANNING BOARD**

The duly appointed Planning Board of the Town of Pawling.

**POLLUTANT AND POLLUTANTS OF CONCERN**

Dredged spoil, filter backwash, solid waste, incinerator residue, treated or untreated sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat wrecked or discarded equipment, rock, sand and industrial, municipal, agricultural waste and ballast discharged into water, which may cause or might reasonably be expected to cause pollution of the waters of the state in contravention of the standards as defined by NYSDEC in its regulations.

**PREMISES**

Any building, lot, parcel of land or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.

**REDEVELOPMENT**

The reconstruction or modification of any previously developed land, regardless of use, which involves disturbance to soil or its existing overlaying cover.

**SEDIMENT**

Solid material, both mineral and organic, that is in suspension, is being transported, has been deposited or has been removed from its site of origin by erosion.



**SITE PREPARATION**

The activities of stripping, excavation, filling and grading, no matter what the purpose of these activities.

**SLOPE**

Land with a topographic gradient usually expressed as percent slope, the percent being calculated by measuring vertical elevation relative to horizontal distance. A slope of 25% means a twenty-five-foot rise in elevation from one point to another along a one-hundred-foot horizontal plane (calculated as: twenty-five-foot rise over one-hundred-foot horizontal distance equals twenty-five-percent slope).

**SOIL**

All unconsolidated mineral or nonliving organic material of whatever origin which overlies bedrock.

**SPECIAL CONDITIONS**

- A. Discharge compliance with water quality standards. The condition that applies where a municipality has been notified that the discharge of stormwater authorized under its MS4 permit may have caused or has the reasonable potential to cause or contribute to the violation of an applicable water quality standard. Under this condition the municipality must take all necessary actions to ensure future discharges do not cause or contribute to a violation of water quality standards.
- B. 303(d) listed waters. The condition in the municipality's MS4 permit that applies where the MS4 discharges to a 303(d) listed water. Under this condition the stormwater management program must ensure no increase of the listed pollutant of concern to the 303(d) listed water.
- C. Total maximum daily load (TMDL) strategy. The condition in the municipality's MS4 permit where the TMDL including requirements for control of stormwater discharges has been approved by the EPA for a waterbody or watershed into which the MS4 discharges. If the discharge from the MS4 did not meet the TMDL stormwater allocations prior to September 10, 2003, the municipality was required to modify its stormwater management program to ensure that reduction of the pollutant of concern specified in the TMDL is achieved.
- D. The conditions in the municipality's MS4 permit that applies if a TMDL is approved in the future by EPA for any waterbody or watershed into which an MS4 discharges. Under this condition the municipality must review the applicable TMDL to see if it includes requirements for control of stormwater discharges. If an MS4 is not meeting the TMDL stormwater allocation, the municipality must, within six months of the TMDL's approval, modify its stormwater management program to ensure that reduction of the pollutant of concern specified in the TMDL is achieved.

**STATE POLLUTANT DISCHARGE ELIMINATION SYSTEM (SPDES)**

The system established pursuant to Article 17 of the ECL and 6 NYCRR Part 750 for issuance of permits authorizing discharges to the waters of the state.

**STEEP SLOPES**

Any slope with topographic gradient of 25% or higher.

**STORMWATER MANAGEMENT OFFICER (SMO)**

An employee or officer designated by the Town Board of the Town of Pawling to enforce this chapter. The SMO may also be designated by the municipality to accept and review stormwater pollution prevention plans, forward the plans to the applicable municipal board and inspect stormwater management practices.

**STRIPPING**

Any activity which removes or significantly disturbs trees, brush, grass or any other kind of vegetation.

**SWPPP**

The stormwater pollution prevention plan.

**TMDL**

Total maximum daily load.

**TOPSOIL**

The natural surface layer of soil, usually darker than subsurface layers, to a depth of at least six inches within an undisturbed area of soils.

**TOTAL MAXIMUM DAILY LOAD**

The maximum amount of a pollutant to be allowed to be released into a waterbody so as not to impair uses of the water, allocated among the sources of the pollutant.

**TOWN BOARD**

The duly elected Town Board of the Town of Pawling.

**TOWN CLERK**

The duly elected Town Clerk of the Town of Pawling.

**TOWN ENGINEER**

Any person or firm employed by the Town of Pawling as the Town Engineer.

**WASTEWATER**

Water that is not stormwater, is contaminated with pollutants and is or will be discarded.

**WATER BODY**

Any natural or artificial pond, lake, reservoir or other area containing a surface area of over 1,000 square feet and which usually or intermittently contains water and has a discernible shoreline.

**WATERCOURSE**

Any natural or artificial stream, river, creek, ditch, channel, canal, conduit, culvert, drainageway, gully, ravine or wash in which water flows in a definite direction or course, either continuously or intermittently, and which has a definite channel, bed and bank and any area adjacent thereto subject to inundation by reason of overflow, flood or stormwater. For the purpose of this chapter of the Town Code, the term "watercourse" shall be deemed to include ponds and lakes.

**WETLANDS**

Any wetlands, as that term is defined in Chapter 111, Freshwater Wetlands and Watercourse Protection, of the Code of the Town of Pawling.

## § 171-4. Conflicts with other provisions.

Where this chapter imposes greater restrictions than are imposed by the provision of any other law, ordinance, regulation or private agreement, this chapter shall control. Where greater restrictions are imposed by any other law, ordinance, regulation or private agreement than are imposed by this chapter, such greater restriction shall control.

## Article II. Regulated Activities; Exemptions

### § 171-5. Regulated activities.

#### A. Stormwater pollution prevention plan requirement.

- (1) No application for approval of a land development activity shall be reviewed until the Planning Board or Stormwater Management Officer (SMO) has received a stormwater pollution prevention plan (SWPPP) prepared in accordance with the specifications in this chapter. Applications for activities deemed as minor land development, as herein defined, shall be reviewed and processed by the Stormwater Management Officer (SMO). Applications for activities deemed as major, applications which are parts of a site plan approval application or subdivision approval application, whether currently before the Town of Pawling Planning Board or which pertain to a previously approved application, shall be referred to the Planning Board for their review and recommendation. The Stormwater Management Officer (SMO) will issue a permit for activities deemed as major land development, as herein defined, by direction of the Town of Pawling Planning Board.
- (2) To determine the need for a SWPPP, two overlay zones have been established as follows:
  - (a) The East Branch of the Croton River Watershed.
  - (b) The Ten Mile River Watershed and the Fishkill Creek Watershed.
- (3) For a parcel where the Croton River Watershed passes through the parcel:
  - (a) If the boundary divides a parcel where less than one acre is in the East Branch of the Croton River Watershed, then the entire parcel will be treated as being in the Ten Mile River Watershed or the Fishkill Creek Watershed.
  - (b) If due to the installation of drainage structures or performing grading on the parcel, the overland flow from the parcel outlets to the Ten Mile River Watershed or the Fishkill Creek Watershed then that parcel will be treated as being in the Ten Mile River Watershed or the Fishkill Creek Watershed. The Planning Board or Stormwater Management Officer (SMO) will determine if any proposal for overland flow diversion of stormwater is acceptable. Any proposal for overland flow diversion of stormwater shall:
    - [1] Affect no more than 20,000 square feet of land area.
    - [2] Show that downstream impacts in the receiving watershed can be mitigated.
    - [3] Show that there are no downstream impacts to water resources of the watershed where the water is being diverted from.
  - (c) If none of the conditions listed in Subsection **A(3)(a)** or **(b)** above applies, then the area of the parcel in the Ten Mile River Watershed or Fishkill Creek Watershed will comply with the requirements of that overlay zone and the area within the East Branch of the Croton River Watershed will comply with the requirements of that zone.
  - (d) The boundaries of the overlay zones are generally shown on a plan on file with the Town Clerk and referred to as the New York City Watershed Boundary Map. If the location of the boundary on any specific parcel is disputed by any landowner, the boundary and its position in a watershed may be determined by a detailed survey of the property certified by a licensed professional engineer or licensed land surveyor.
- (4) Requirements for the East Branch of the Croton River Watershed: A SWPPP shall be required for land development activities equal to or greater than 5,000 square feet of land area.

\* The Swamp River Watershed is included in the Ten Mile River Watershed.
- (5) Requirements for the Ten Mile River Watershed or Fishkill Creek Watershed: A SWPPP shall be required for land development activities for land equal to or greater than one acre or activities disturbing less than one acre of land if said activity is part of an ultimate area of land disturbance greater than 20,000 square feet of land.
- (6) None of the following activities shall be commenced until a land development permit has been issued under the provisions of this chapter:

- (a) Site preparation or clearing on slopes which exceed one foot of vertical rise to five feet of horizontal distance (20%) or site preparation in soils known to be subject to severe erosion, based upon the rating given to individual soil types by the USDA Natural Resource and Conservation Service.
  - (b) Site preparation or clearing within the one-hundred-year floodplain of any watercourse.
  - (c) Excavation which affects more than 200 cubic yards of material within any parcel.
  - (d) Soil stripping or clear cutting as defined in § 171-3 above.
  - (e) Filling which exceeds a total of 200 cubic yards of material within any parcel.
  - (f) A development or subdivision of two or more units or lots or any development or subdivision requiring any new street or the extension of municipal facilities.
  - (g) Any activity requiring approval of a site plan by the Planning Board.
- B. Notwithstanding the requirement that certain activities obtain a permit under this section, or the fact that certain activities are exempt therefrom, any filling, grading, excavation or any other activity that disturbs the natural vegetative cover shall not cause or contribute to an impairment of aquatic resources, a degradation of water quality, or to otherwise harm the natural resources of the Town of Pawling as described in § 171-11 below, and in all cases shall utilize appropriate erosion control measures in accordance with the New York Standards and Specifications for Erosion and Sediment Control.
- C. Any temporary or permanent alteration of the land surface greater than one acre, including but not limited to removal of 50% of the vegetative cover, grading or filling, or any of the activities provided in Subsection A above which results in one or more acres of disturbance, shall be deemed to be a major land development activity. Smaller disturbances which are part of a common plan of development equal to or greater than one acre shall also be considered a major land development activity.
- (1) All major land development activities shall prepare a stormwater pollution prevention plan which shall include means and measures for controlling erosion and sedimentation.
  - (2) Any activity which shall be deemed to be a major land development activity shall obtain a permit from the Stormwater Management Officer, if so directed by the Town of Pawling Planning Board except as provided in § 171-6 below.
- D. All other activities described in Subsection A above shall be considered a minor land development activity, including but not limited to any temporary or permanent alteration of the land surface of 20,000 square feet of land, including but not limited to removal of 50% of the vegetative cover, grading or filling, and any activities provided in Subsection A above which do not exceed the requirements in Subsection C above.
- (1) Any activity which shall be deemed a minor land development activity, as defined herein, shall prepare an erosion and sediment control plan which meets the requirements contained herein.
  - (2) Any activity which shall be deemed to be a minor land development activity shall obtain a permit from the Stormwater Management Officer except as provided in § 171-6 below.

## § 171-6. Exemptions.

The following activities are exempt from obtaining a permit pursuant to this chapter; however, such activities shall not be conducted in a manner that causes or results in soil erosion, sedimentation or a visible change in the quality of runoff as set forth in § 171-11 below:

- A. Excavations for the basements and footings of single-family houses and for septic tank systems, wells and swimming pools attendant to single-family homes, excepting where those excavations

are proposed in such locations as described under § 171-5A(2) and (3) above. The area of excavation set forth herein shall be included in calculating the total amount of site disturbance for the purposes of compliance with § 171-5C and D above.

- B. Farm operations as defined by Article 25-AA of the Agriculture and Markets Law.
- C. Cemetery graves.
- D. Activities of an individual engaging in home gardening by growing flowers, vegetables or other plants primarily for use by that person and his or her family.
- E. Landscaping and horticultural activities in connection with an existing structure that result in less than 11,000 square feet in aggregate of disturbance.
- F. Emergency activities immediately necessary to protect life, property or natural resources.
- G. Governmental activities, but only to the extent that such activities are exempt from the provisions of this chapter or are otherwise exempt pursuant to state law.
- H. Repairs to stormwater management facilities authorized by the Town.

## § 171-7. Erosion control permits with site plan or subdivision approval.

A site plan approved pursuant to Chapter **A230**<sup>[1]</sup> of the Town of Pawling Code or a subdivision plat approved pursuant to Chapter **215**<sup>[2]</sup> of the Town of Pawling Code, which also includes a separate erosion and sediment control plan meeting the requirements of this chapter, approved by the Planning Board shall constitute an erosion and sediment control permit approved under this chapter.

[1] *Editor's Note: See Ch. A230, Subdivision of Land.*

[2] *Editor's Note: See Ch. 215, Zoning.*

## Article III. Land Development Permit Procedures and Requirements

### § 171-8. Application requirements.

- A. Where a major or minor land development permit is required pursuant to § 171-5C or D, an application shall be submitted to the Stormwater Management Officer which includes the following:
  - (1) Five copies of a land development application form.
  - (2) An application fee as set from time to time by resolution of the Town Board. The fee shall be deemed a reasonable sum to cover the costs of administration and shall in no part be returnable to the applicant(s).
  - (3) Five copies of an erosion and sediment control plan or a stormwater pollution prevention plan, or both, as may be required herein.
  - (4) Permit applications.
    - (a) All permit applications must include the following:

[1] Existing features map(s), at a scale no smaller than one inch equals 100 feet, including:

- [a] The boundaries of all parcels on which site preparation activities are proposed to be undertaken and the boundaries of all parcels adjacent to the subject site.
  - [b] All structures and roads within a distance of 500 feet of the parcels on which site preparation activities are proposed to be undertaken, the structures to be identified by their uses and the roads to be identified by their surface material and width of surface.
  - [c] All waterbodies and watercourses within a distance of 500 feet of the parcels on which site preparation activities are proposed to be undertaken.
- (b) Maps and plans accompanying the application shall be prepared by an individual authorized by the State of New York to prepare such plans which may include an architect, engineer or landscape architect licensed by the State of New York, or a certified professional in erosion and sediment control.
- (5) An environmental assessment form (EAF) pursuant to SEQRA prepared and submitted by the applicant, unless the application concerns a site plan or subdivision project already before the Planning Board for which a SEQRA declaration has already been made.
  - (6) Existing topography at contour intervals of two feet within a distance of 500 feet of the parcel on which site preparation activities are proposed to be undertaken.
  - (7) All sewer, water, gas and electric lines and all other utilities within the parcels on which site preparation activities are proposed to be undertaken.
  - (8) Forested land and tree clusters within a distance of 500 feet of the parcels on which site preparation activities are proposed to be undertaken.
  - (9) All vegetated areas on the site proposed for site preparation and/or other disturbance.
  - (10) All steep slopes on the site proposed for site preparation and/or other disturbance.
  - (11) The depth to bedrock on the site proposed for site preparation activities.
  - (12) The depth to permanent groundwater aquifers on the site proposed for site preparation activities.
  - (13) The boundary of the one-hundred-year floodplains, together with wetland boundaries.
  - (14) Drainage computations prior to site preparation and after site preparation may be required at the Planning Board's discretion.
- B. Operation maps, at a scale no smaller than one inch equals 100 feet, which present an erosion and sediment control plan and which indicate:
- (1) All excavation, filling and grading proposed to be undertaken, identified as to the depth, volume and nature of the materials involved.
  - (2) All clearing or tree cutting, identified as to the nature of vegetation affected.
  - (3) All areas where topsoil is proposed to be removed, stockpiled and ultimately placed.
  - (4) All temporary and permanent vegetation to be placed on the site, identified as to planting type, size and extent.
  - (5) All temporary and permanent drainage, erosion and sediment control facilities, including such facilities as ponds and sediment basins identified as to the type of facility, the material from which it is constructed, its dimension and its capacity in gallons.
  - (6) The anticipated pattern of surface drainage during periods of peak runoff upon completion of site preparation and construction activities, identified as to rate and direction of flow at all major points within drainage systems.



- (7) The location of all roads, driveways, sidewalks, structures, utilities and other improvements.
  - (8) The final contours of the areas of the site affected by an action requiring a permit in intervals of no greater than two feet.
  - (9) A time schedule which is keyed to the operation map(s), indicating:
    - (a) When major phases of the proposed project are to be initiated and completed.
    - (b) When major site preparation activities are to be initiated and completed.
    - (c) The anticipated duration, in days, of exposure of all major areas of site preparation before the installation of erosion and sediment control measures.
  - (10) An estimate of the costs of providing temporary and permanent vegetation and drainage, erosion and sediment control facilities prepared by the Stormwater Management Officer.
- C. Additional information. Where deemed appropriate and necessary by the Code Enforcement Officer or Stormwater Management Officer, the applicant may be required to submit more detailed information and/or plans for the proposed site alterations.

## § 171-9. Review standards.

- A. Within 30 days of the receipt of an application or any plans or material in support thereof, the Stormwater Management Officer shall notify the applicant if the application is determined to be complete or if additional information is required.
- B. The Stormwater Management Officer shall approve, with or without modifications, or deny all permits within 30 days of the date of determining that the application is complete, unless the applicant consents, in writing, to a time extension.
- C. Prior to granting a permit, the Stormwater Management Officer shall determine that the request is in harmony with the purpose and standards set forth in this chapter.
- D. In granting a permit, the Stormwater Management Officer may fix a reasonable time limit for the termination of the permit and may attach any conditions which he deems necessary to assure compliance with the provisions of this chapter. Any permit issued for a major or minor land disturbance shall not exceed one year in duration. The performance guaranty so specified under § 171-23 below shall be posted before any permits may be granted or site work commenced.
- E. Modifications of the terms of an approved permit shall follow the same application, review and approval procedures as those set forth in this section for the original permit.
- F. It shall be the responsibility of the Stormwater Management Officer to inspect any sites for which a permit has been issued as frequently as necessary to assure compliance with the terms and conditions of the approved permit and the provisions of this chapter and to submit written notification of any violations of the terms or provisions of the permit to the property owner to which the permit has been issued.
- G. If, at any time during the effective period of a permit issued by the Stormwater Management Officer, the terms of the permit are violated, or if the permit expires prior to the completion of the work, the Stormwater Management Officer may revoke the permit and thereafter recommend to the Town Board that the performance guaranty be forfeited to the Town. If the applicant becomes unable to complete the project or any phase thereof within the specified time, he shall, within 30 days prior to the specified date of completion, present, in writing, a request for an extension of time, setting forth the reasons for the request. If, in the discretion of the Stormwater Management Officer, such an extension is warranted, the Stormwater Management Officer may grant additional time for the completion of the work.

- H. The Stormwater Management Officer is authorized to consult with and obtain recommendations from the Town Planning Board, the Town Engineer, the Town Highway Superintendent, the Dutchess County Soil and Water Conservation District, the New York City Department of Environmental Protection and the New York State Department of Environmental Conservation.
- I. The Stormwater Management Officer (SMO) shall provide a monthly written status report to the Town of Pawling Planning Board on environmental permits for minor land developments which have been issued.

## § 171-10. Escrow account for Town costs and expenses; fees.

- A. The applicant is required by the Town to establish an escrow account for expenses incurred for technical assistance, site inspection, engineers, planners and attorneys in review of an application and follow-up site inspections during and after construction. The Town Stormwater Management Officer and Planning Board or Town Engineer will estimate the reasonable amount to be placed in escrow prior to the start of the project. Any unused funds will be returned to the applicant on successful completion of the project. Notice of any withdrawals from the escrow account will be sent promptly to the applicant. Should the escrow funds be expended prior to the project's completion the applicant will be notified by the Town to replenish additional funds in the escrow account prior to the project moving forward. A bond or surety may also be required by the Town depending on the size and complexity of the project.
- B. A fee schedule shall be established by resolution of the Town Board of this Town. Such fee schedule may thereafter be amended from time to time by like resolution. The fees set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected.

## Article IV. Performance, Technical, Illicit Discharge and Design Standards

### § 171-11. Performance standards.

#### A. Discharge prohibitions.

- (1) No person shall discharge or cause to be discharged into the MS4 any materials other than stormwater except as provided in Subsection **A(1)(a), (b) and (c)**. The commencement, conduct or continuance of any illegal discharge to the MS4 is prohibited except as described as follows:
  - (a) The following discharges are exempt from discharge prohibitions established by this chapter, unless the NYSDEC or the municipality has determined them to be substantial contributors of pollutants: water line flushing or other potable water sources; landscape irrigation or lawn watering; existing diverted stream flows; rising groundwater; uncontaminated groundwater infiltration to storm drains; uncontaminated pumped groundwater; foundations or footing drains; crawl space or basement sump pumps; air-conditioning condensate; irrigation water; springs; water from individual residential car washing; natural riparian habitat or wetland flows; dechlorinated swimming pool discharges; residential street wash water; water from fire-fighting activities; and any other water source not containing pollutants. Such exempt discharges shall be made in accordance with an appropriate plan for reducing pollutants.
  - (b) Discharges approved in writing by the Stormwater Management Officer to protect life or property from imminent harm or damage, provided that such approval shall not be construed to constitute compliance with other applicable laws and requirements, and further provided that such discharges may be permitted for a specified time period and

under such conditions as the Stormwater Management Officer may deem appropriate to protect such life and property while reasonably maintaining the purpose and intent of this chapter.

- (c) Dye testing in compliance with applicable state and local laws is an allowable discharge, but requires a verbal notification to the Stormwater Management Officer prior to the time of the test.
- (d) The prohibition shall not apply to any discharge permitted under a SPDES permit, waiver or waste discharge order issued to the discharger and administered under the authority of the NYSDEC, provided that the discharger is in full compliance with all requirements of the permit, waiver or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the MS4.

(2) Prohibition of illicit connections.

- (a) The construction, use, maintenance or continued existence of illicit connections to the MS4 is prohibited.
- (b) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (c) A person is considered to be in violation of this chapter if the person connects a line conveying sewage to the municipality's MS4, or allows such a connection to continue.

B. All land development activities regulated under this chapter shall be in conformance with the provisions set forth herein. It shall be a violation of this chapter, or for any permit issued thereof, to either cause or contribute to an impairment of aquatic resources, a degradation of water quality, or to otherwise harm the natural resources of the Town of Pawling. More specifically:

- (1) There shall be no increase in turbidity that will cause a substantial visible contrast to natural conditions of surface water.
- (2) There shall be no increase in suspended, colloidal and settleable solids that will cause deposition or impair the waters for their best usages.
- (3) There shall be no residue from oil and floating substances, or visible oil film, or globules of grease.
- (4) No uncontrolled sedimentation shall occur from any land disturbance which:
  - (a) Is not properly managed by appropriate erosion and sediment control practices.
  - (b) Causes, or may potentially cause, impairment to water quality.
- (5) There shall be no increase in the peak rate of runoff which causes impairment to any stream channel or drainage structure.

## § 171-12. Technical standards.

The following technical standards shall be used in the design and installation of all erosion control, sediment control and stormwater practices designed or installed under this chapter:

- A. New York Standards and Specifications for Erosion and Sediment Control (Empire State Chapter of the Soil and Water Conservation Society), or the most current version or its successor (also referred to as the "Erosion Control Manual").
- B. New York State Stormwater Design Manual, latest edition (New York State Department of Environmental Conservation), or the most current version or its successor (also referred to as the "Erosion Control Manual").

- C. Urban Hydrology for Small Watersheds (TR55) (USDA Natural Resource Conservation Service), or the most current version or its successor (also referred to as the "Erosion Control Manual").
- D. Soil Survey of Dutchess County, New York (USDA Natural Resource and Conservation Service), or the most current version or its successor (also referred to as the "Erosion Control Manual").
- E. East of Hudson Phosphorus Removal Supplement for portion of the Town of Pawling within the Croton Watershed, or the most current version or its successor (also referred to as the "Erosion Control Manual").
- F. New York State Department of Environmental Conservation SPDES General Permit for Stormwater Discharges from Construction Activity Permit No. GP-0-10-001, or as amended or revised, or the most current version or its successor (also referred to as the "Erosion Control Manual").

## § 171-13. Erosion and sediment control plan requirements.

An erosion and sediment control plan shall be prepared in accordance with the technical standards provided for herein, and at a minimum shall include the following information:

- A. Existing features map(s), at a scale no smaller than one inch equals 100 feet, indicating:
  - (1) The boundaries of all parcels on which site preparation activities are proposed to be undertaken.
  - (2) All public improvements within a distance of 500 feet of the parcel on which site preparation activities are proposed to be undertaken, the structures identified by their uses and capacities, and the roads identified by their surface material and width of surface.
  - (3) All wetlands greater than 4,000 square feet in size and any watercourses located either on the site or within a distance of 100 feet of the parcels on which site preparation activities are proposed to be undertaken.
  - (4) Existing topography at contour intervals of two feet referenced to USGS datum.
  - (5) All sewer, water, gas and electric lines and all other utilities within the parcels on which site preparation activities are proposed to be undertaken.
  - (6) The location and description of all vegetation located within the area of proposed disturbance, and including the area within 100 feet of the disturbance.
  - (7) The depth to bedrock on the site proposed for site preparation activities.
  - (8) The depth to permanent groundwater aquifers on the site proposed for site preparation activities.
  - (9) The boundary of the one-hundred-year floodplain, together with wetland boundaries.
  - (10) Forested land and tree clusters within a distance of 500 feet of the parcel on which site preparation activities are proposed to be undertaken.
  - (11) All steep slopes on the site proposed for the site preparation and/or other disturbance.
  - (12) All clearing or tree cutting, identified as to the nature of vegetation affected.
  - (13) Drainage computations to evaluate the peak rates and volumes of runoff for the site in its predeveloped and postdeveloped conditions if required by the Stormwater Management Officer, Planning Board or Town Engineer.
  - (14) Development standards. All development plans, specifications and timing schedules, including extensions of previously approved plans, shall comply with the technical standards identified herein and shall be designed for "newly graded" or "during construction" conditions. In the

event of conflict with this chapter, the requirements which, to the greater extent, will serve to minimize erosion shall apply.

- B. Site plan. A site plan shall be prepared at a scale no smaller than one inch equals 50 feet, which shows the proposed developed conditions for the site and the proposed erosion and sediment control measures, including:
- (1) The location of all excavation, filling and grading proposed to be undertaken, identified as to the depth, volume and nature of the materials involved.
  - (2) The location of all soil stripping or tree cutting, identified as to the nature of vegetation affected.
  - (3) All areas where topsoil is to be removed, stockpiled and ultimately placed.
  - (4) All temporary and permanent vegetation to be placed on the site, identified as to plant type, size, quantity, location, seed mixture and rate of application, as appropriate.
  - (5) The type, location and application rate of all mulch.
  - (6) All temporary and permanent drainage, erosion and sediment control practices, including such practices as stormwater ponds and temporary sediment basins, identified as to the type of facility, the materials from which it is constructed, its specifications or manufacturer product identification number, its dimensions and its capacity.
  - (7) The anticipated pattern of surface drainage during periods of peak runoff upon completion of site preparation and construction activities, identified as to rate and direction of flow at all major points within the drainage systems.
  - (8) The location of all roads, driveways, sidewalks, structures, utilities and other improvements, including the finished grade of any proposed structures.
  - (9) The final contours of the areas of the site affected by an action requiring a permit in intervals of no greater than two feet.
- C. Supporting calculations to demonstrate the suitability of erosion and sediment control measures.
- D. A construction schedule which is keyed to the site plan indicating:
- (1) When major phases of the proposed project are to be initiated and completed.
  - (2) When major site preparation activities are to be initiated and completed.
  - (3) When the installation of temporary and permanent vegetation and drainage, erosion and sediment control facilities are to be completed.
  - (4) The anticipated duration, in days, of exposure of all major areas of site preparation before the installation of erosion and sediment control measures.
- E. An estimate of the costs of providing temporary and permanent vegetation and drainage, erosion and sediment control facilities prepared by a qualified individual as contained herein.

## § 171-14. Stormwater pollution prevention plan (SWPPP) requirements.

- A. When required pursuant to this chapter, a stormwater pollution prevention plan shall be prepared in accordance with the New York State Department of Environmental Conservation SPDES General Permit for Stormwater Discharges from Construction Activities (Permit No. GP-0-10-001), using the technical standards identified herein, and at a minimum shall include the following information:
- (1) Background information about the scope of the project, including location, type and size of project.

- (2) Site map/construction drawing(s) for the project at a scale no smaller than one inch equals 100 feet. At a minimum, the site map should show the total site area; all improvements; areas of disturbance; areas that will not be disturbed; existing vegetation; on-site and adjacent off-site surface water(s); wetlands and drainage patterns that could be affected by the construction activity; existing and final grades at two-foot contours; locations of off-site material, waste, stockpiled material and equipment storage areas; and location(s) of the stormwater discharge(s).
- (3) A location map at a scale of not less than one inch equals 2,000 feet.
- (4) Description of the soil(s) present at the site.
- (5) Construction phasing plan describing the intended sequence of construction activities, including clearing and grubbing, excavation and grading, utility and infrastructure installation and any other activity at the site that results in soil disturbance. Consistent with the New York Standards and Specifications for Erosion and Sediment Control (Erosion Control Manual), not more than one acre shall be disturbed at any one time unless pursuant to an approved SWPPP.
- (6) Description of the pollution prevention measures that will be used to control litter, construction chemicals and construction debris from becoming a pollutant source in stormwater runoff.
- (7) Description of construction and waste materials expected to be stored on site with updates as appropriate, and a description of controls to reduce pollutants from these materials, including storage practices to minimize exposure of the materials to stormwater, and spill prevention and response.
- (8) Temporary and permanent structural and vegetative measures to be used for soil stabilization, runoff control and sediment control for each stage of the project from initial land clearing and grubbing to project closeout.
- (9) A site map/construction drawing(s) specifying the location(s), size(s) and length(s) of each erosion and sediment control practice.
- (10) Dimensions, material specifications and installation details for all erosion and sediment control practices, including the location and sizing of any temporary sediment basins or traps.
- (11) Temporary practices that will be converted to permanent control measures.
- (12) Implementation schedule for staging temporary erosion and sediment control practices, including the timing of initial placement and duration that each practice should remain in place.
- (13) Maintenance schedule to ensure continuous and effective operation of the erosion and sediment control practice.
- (14) Name(s) of the receiving water(s).
- (15) Delineation of SWPPP implementation responsibilities for each part of the site.
- (16) Description of structural practices designed to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site to the degree reasonably attainable.
- (17) Any existing data that describes the stormwater runoff at the site.
- (18) Description of each postconstruction stormwater management practice.
- (19) Site map construction drawing(s) showing the specific location(s) and size(s) of each postconstruction stormwater management practice.
- (20) Hydrologic and hydraulic analysis for all structural components of the stormwater management system for the applicable design storms.



- (21) Comparison of postdevelopment stormwater runoff conditions with predevelopment conditions.
  - (22) Dimensions, material specifications and installation details for each postconstruction stormwater management practice.
  - (23) Maintenance schedule to ensure continuous and effective operation of each postconstruction stormwater management practice.
  - (24) Maintenance easements to ensure access to all stormwater management practices at the site for the purpose of inspection and repair. Easements shall be recorded on the plan and shall remain in effect with transfer of title to the property and where required by law shall be recorded in the Dutchess County Clerk's office.
  - (25) Inspection and maintenance agreement binding on all subsequent landowners served by the on-site stormwater management measures.
- B. The SWPPP shall be prepared by a landscape architect, certified professional in erosion and sediment control (CPESC) or licensed professional engineer and must be signed by the professional preparing the plan, who shall certify that the design of all stormwater management practices meets the requirements of this chapter.
  - C. Each contractor and subcontractor identified in the SWPPP who will be involved in soil disturbance and/or stormwater management practice installation shall sign and date a copy of the following certification statement before undertaking any land development activity: "I certify under penalty of law that I understand and agree to comply with the terms and conditions of the stormwater pollution prevention plan. I also understand that it is unlawful for any person to cause or contribute to a violation of water quality standards."
  - D. The certification must include the name and title of the person providing the signature; address and telephone number of the contracting firm; the address (or other identifying description) of the site; and the date the certification is made.
  - E. The original certification statement(s) shall become part of the SWPPP for the land development activity, a copy of which shall be filed in the Town of Pawling Planning Office.
  - F. A copy of the SWPPP shall be retained at the site of the land development activity during construction from the date of initiation of construction activities to the date of final stabilization.

## § 171-15. Maintenance during construction.

- A. The applicant or developer of the land development activity shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the applicant or developer to achieve compliance with the conditions of this chapter. Sediment shall be removed from sediment traps or sediment basins whenever their design capacity has been reduced by 50%.
- B. The applicant or developer or his or her representative shall be on site at all times when construction or grading activity takes place and shall inspect and document the effectiveness of all erosion and sediment control practices. Inspection reports shall be completed every seven days and within 24 hours of any storm event producing 0.5 or more inches of precipitation. The reports shall be delivered to the Stormwater Management Officer with a copy for the applicant's site log book and Planning Board office file.

## § 171-16. Maintenance easement(s).

Prior to the issuance of any approval that has a stormwater management facility as one of the requirements, the applicant or developer must execute a maintenance easement agreement that shall be binding on all subsequent landowners served by the stormwater management facility. The easement

shall provide for access to the facility at reasonable times for periodic inspection by the Town of Pawling to ensure that the facility is maintained in proper working condition to meet design standards and any other provisions established by this chapter. The easement shall be recorded by the grantor in the office of the County Clerk after approval by the Town Attorney of the Town of Pawling with the original easement after recording to be delivered to the Pawling Town Clerk.

## § 171-17. Maintenance after construction.

- A. The owner or operator of permanent stormwater management practices installed in accordance with this chapter shall operate and maintain the stormwater management practices to achieve the goals of this chapter. Proper operation and maintenance also includes, at a minimum, the following:
  - (1) A preventive/corrective maintenance program for all critical facilities and systems of treatment and control (or related appurtenances) which are installed or used by the owner or operator to achieve the goals of this chapter.
  - (2) Written procedures for operation and maintenance and for training new maintenance personnel.
- B. Discharges from stormwater management practices shall not exceed design criteria or cause or contribute to water quality standard violations in accordance with § 171-12.

## § 171-18. Maintenance agreements.

As a condition of the approval of a land development permit, the Stormwater Management Officer may require that a maintenance agreement for the future operation and maintenance of one or more of the stormwater management practices proposed for the site, in a form acceptable to the Town Attorney and binding on all subsequent landowners, be executed and recorded in the office of the County Clerk as a deed restriction on the property.

## § 171-19. Notations.

The following notations are to be included on all subdivision and site plan erosion and sediment control plans, and may be required on erosion and sediment control plans prepared for major and minor land development permits:

- A. Road and drainage improvements.
  - (1) All topsoil to be stripped from the area being developed shall be stockpiled not less than 200 feet from any body of surface water and shall be immediately seeded with rye grass mixture with a quick germination time.
  - (2) On all embankment fill slopes, topsoil shall be stripped at least five feet wider than required for the embankment toe of slope. All fill slopes shall be immediately stabilized using appropriate techniques which meet the design criteria described in the New York Standards and Specifications for Erosion and Sediment Control.
  - (3) Erosion and sediment control measures, including but not limited to silt fencing, sediment traps and check dams, shall also be employed where necessary for supplementary erosion control measures.
  - (4) All cut slopes and embankment fills are to be immediately laid back and stabilized using appropriate techniques which meet the design criteria described in the New York Standards and Specifications for Erosion and Sediment Control, which may include the following:
    - (a) Grade to finished slopes.

- (b) Scarified.
  - (c) Topsoiled with not less than four inches of suitable topsoil material.
  - (d) Seeded with perennial rye grass. Seed shall be applied at the rate of not less than five pounds per 1,000 square feet.
  - (e) Mulched with not less than one inch and not more than three inches of straw (two tons per acre) and anchored in a suitable manner.
- (5) Temporary on-site sedimentation basins for the immediate control of erosion and sediment transport are to be provided when and where required or ordered. The length, width and depth of such basins are to be determined in the field in accordance with the New York Standards and Specifications for Erosion and Sediment Control or Town Engineer.
- (6) All erosion control structures are to be maintained in proper functioning order and are to be replaced or repaired as necessary.

**B. General.**

- (1) Construction equipment shall not unnecessarily cross live streams except by means of bridges and culverts or other approved methods.
- (2) Wherever feasible, natural vegetation should be retained and protected.
- (3) Only the smallest practical area of land should be exposed at any one time during development.
- (4) Erosion control requirements shall include surface stabilization measures applied as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven days after the construction activity in that portion of the site has temporarily or permanently ceased. From November 1 through March 31, any disturbed area must be stabilized using a heavy mulch layer, a rolled erosion control product or another method that does not require seed germination to control erosion.
- (5) The permanent final vegetation and structures shall be installed as soon as practical and as may be directed by the Stormwater Management Officer or Town Engineer.
- (6) All erosion control measures employed during construction shall comply with the standards found in New York Standards and Specifications for Erosion and Sediment Control, latest edition.
- (7) Phasing shall be required on all sites disturbing greater than one acre with the size of each phase to be established by the Planning Board or the Stormwater Management Officer.

## § 171-20. Permit standards.

The standards and requirements contained herein shall be applied in reviewing and approving all permits pursuant to this chapter.

- A. An erosion and sediment control plan shall seek to return the quality of the stormwater leaving the site to its predisturbance condition to the maximum extent practicable.
- B. Excavation, filling, grading and stripping shall be permitted to be undertaken only in such locations and in such a manner as to minimize the potential of erosion and sediment and the threat to the health, safety and welfare of neighboring property owners and the general public. Alterations of grade or disturbances to the natural vegetative cover on slopes greater than 30% shall be avoided.
- C. Site preparation and construction shall be fitted to the vegetation, topography and other natural features of the site and shall preserve as many of these features as feasible.

- D. The control of erosion and sediment shall be a continuous process undertaken as necessary prior to, during and after site preparation and construction.
- E. The smallest practical area of land shall be exposed by site preparation at any given time.
- F. Mulching or temporary vegetation suitable to the site shall be used where necessary to protect areas exposed by site preparation, and permanent vegetation which is well adapted to the site shall be installed as soon as practical.
- G. Where slopes that have been exposed or regraded during site preparation are to be revegetated, the slopes shall not be of such steepness that vegetation cannot be readily established or that problems of erosion or sediment may result.
- H. Site preparation and construction shall not cause a permanent adverse effect on the free flow of water by encroaching on, blocking or restricting watercourses.
- I. All fill material shall be of a composition suitable for the ultimate use of the fill, free of rubbish and brush, stumps, tree debris, rocks, frozen material and soft or easily compressible material.
- J. Fill material shall be compacted sufficiently to prevent problems of erosion, and where the material is to support structures, it shall be compacted to a minimum density of 90% of modified proctor with proper moisture control.
- K. All topsoil which is excavated from a site shall be stockpiled and used for the restoration of the site, and such stockpiles, where necessary, shall be seeded or otherwise treated to minimize the effects of erosion. Topsoil is not to be removed or sold from the site unless restoration has been completed.
- L. Prior to, during and after site preparation and construction, an integrated drainage system shall be provided which at all times minimizes erosion, sediment, hazards of slope instability and adverse effects on neighboring property owners.
- M. The natural drainage system shall generally be preserved in preference to modifications of this system, excepting where such modifications are necessary to reduce levels of erosion and sediment and adverse effects on neighboring property owners.
- N. All drainage systems shall be designed to handle adequately the anticipated flows, both within the site and from the entire upstream drainage basin, so as to achieve no net increase in peak rate of runoff from the site.
- O. Sufficient grades and drainage facilities shall be provided to prevent the ponding of water, unless such ponding is proposed by the approved site plan, in which event there shall be sufficient water flow to maintain proposed water levels and to avoid stagnation.
- P. There shall be provided, where necessary to minimize erosion and sediment, such measures as benches, berms, terraces, diversions, temporary sediment basins and retention basins. During the course of construction, where the Stormwater Management Officer or Town Engineer determines that additional erosion control measures are needed, they shall be provided by the project owner at no cost to the Town of Pawling.
- Q. Drainage systems, plantings and other erosion or sediment control devices shall be maintained as frequently as necessary to provide adequate protection against erosion and sediment and to ensure that the free flow of water is not obstructed by the accumulation of silt, debris or other material or by structural damage.
- R. Wherever possible, clean water shall be diverted around any areas of disturbance.
- S. For any proposed grades planned to have a slope greater than 3H:1V (three feet horizontal by one foot vertical) the design engineer shall provide calculations documenting that the slope will be stable as designed. Slope stability should be demonstrated by two-dimensional limiting equilibrium methods such as the Bishop Simplified Method. Further, the analysis should include an evaluation

of seasonal high groundwater conditions, including subsurface investigations if deemed necessary, to assure that the slope will remain stable in "worst case" conditions.

- T. The exposure of an area by site preparation shall be kept to the shortest practical period of time prior to the construction of structures or improvements or the restoration of the exposed areas to an attractive natural condition. The developer shall initiate stabilization measures as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven days after the construction activity in that portion of the site has temporarily or permanently ceased, except where the initiation of stabilization measures by the seventh day after construction activity temporarily or permanently ceased is precluded by snow cover or frozen ground conditions, stabilization measures shall be initiated as soon as practicable.

## § 171-21. Redevelopment.

- A. The redevelopment of a site shall comply with the technical standards contained herein for water quality for the entire site, including the area proposed for redevelopment, except as noted in Subsection C below.
- B. The redevelopment of a site shall comply with the technical standards contained herein for water quantity for any increase in the volume or rate of runoff due to the redevelopment, except as noted in Subsection C below.
- C. A deviation from the technical and performance standards contained in this chapter may be permitted where an owner or developer proposing to redevelop a site demonstrates that proper sizing and installation of acceptable stormwater management practices is not feasible due to inadequate space, head or other physical constraints of the site, and that the proposed change will not cause or contribute to a significant adverse change in any water resource within that drainage basin. Inadequate space in which to locate stormwater management practices caused directly by the size or location of the proposed redevelopment shall not be considered acceptable justification to permit a deviation from the standards.

## § 171-22. Contractor certification.

A copy of all notices of intent and all contractor's certifications, required pursuant to the New York State General Permit for Stormwater Discharges from Construction Activity Permit No. GP-0-10-001, as amended or revised, for all land disturbances, development or redevelopment located within the Town of Pawling shall also be filed with the Stormwater Management Officer and the Pawling Planning Office, to be placed in the applicant's file.

## Article V. Administration and Enforcement

## § 171-23. Performance guaranty.

- A. After the approval of the application and before the issuance of any permit, the applicant shall, when so required, file with the Town Board as surety for the amount of the estimated cost of the project one of the following performance guaranties:
- (1) A cash bond satisfactory to the Town Board and Town Attorney.
  - (2) A performance bond which shall be satisfactory to the Town Board and Town Attorney as to form, sufficiency, manner of execution, surety and period of execution.
  - (3) An irrevocable letter of credit from a bank, which letter of credit shall be approved by the Town Board and Town Attorney.

- B. The Stormwater Management Officer in approving an application submitted under § 171-8, or the Town Planning Board, whichever shall retain jurisdiction of the application, may grant a waiver of such surety if it deems the proposed activities to be of minor scope and to be in full compliance with the intent of this chapter.
- C. The party or parties filing the performance surety shall certify that either upon termination of the permit or the operation, whichever may come first, the project shall be in conformity with both the approved specific requirements of the permit and the provisions of this chapter. In the event of default of such and violation of any other applicable laws, such performance surety shall be forfeited to the Town. The Town shall return to the applicant any amount that is not needed to cover the costs of restoration, administration and any other expenses incurred by the Town as a result of the applicant's default. Such performance surety shall continue in full force and effect until a certificate of compliance shall have been issued by the Stormwater Management Officer after such consultation with any agencies or individuals as he/she deems necessary to insure that all provisions of this chapter and of the permit have been met.

## § 171-24. Waiver of requirements.

Where one or more of the requirements contained herein are not requisite in the interest of health, safety or general welfare, or will provide information extraneous to the issuance of a permit, then one or more of the requirements may be waived by either the Planning Board or the Stormwater Management Officer, whichever shall have original jurisdiction.

## § 171-25. Enforcement and penalties; notice of violation.

When the Stormwater Management Officer determines that a land development activity is not being carried out in accordance with the requirements of this chapter, he/she may issue a written notice of violation to the landowner. The notice of violation shall contain:

- A. The name and address of the landowner, developer or applicant.
- B. The address when available or a description of the building, structure or land upon which the violation is occurring.
- C. A statement specifying the nature of the violation.
- D. A description of the remedial measures necessary to bring the land development activity into compliance with this chapter and a time schedule for the completion of such remedial action.
- E. A statement of the penalty or penalties that shall or may be assessed against the person to whom the notice of violation is directed.
- F. A statement that the determination of violation may be appealed to the Town Board of the Town of Pawling or its designee by filing a written notice of appeal within 15 days of service of notice of violation. Seeking an appeal does not stop the violation process or alter the responsibilities of the owner or contractors under this chapter especially with regard to remediation of sites damaged by excessive or uncontrolled erosion and its resulting sedimentation. The Town Board shall hear the appeal within 30 days after filing of the appeal and, within five days of making its decision, file its decision in the office of the Town Clerk and mail a copy of its decision by certified mail to the discharger.

## § 171-26. Damage due to violation; penalties for offenses; additional remedies.



- A. If there is any damage due to a violation of this chapter, or if there is any damage to adjacent properties, or if any soil, liquid or other material is caused to be deposited upon or to roll, flow or wash upon any public property, private property or right-of-way in violation of this chapter, the person, firm, partnership, corporation or other party responsible shall be notified and shall cause the same to be removed from such property or right-of-way within 36 hours of written notice. In the event of an incident which presents an immediate danger to the public health or safety, notice shall be given by the most expeditious means and the violation shall be immediately remedied by the party responsible for the incident, or, at its discretion and when the responsible party fails to adequately remedy the incident in a reasonable time, the Town shall cause such remedy and the cost of such remedy by the Town shall be paid to the Town by the party who failed to so remedy and shall be a debt owed to the Town.
- B. In addition to or as an alternative to any penalty provided herein or by law, any person who violates the provisions of this chapter shall be guilty of a violation punishable by a fine as indicated below, or imprisonment for a period not to exceed six months, or both:

- (1) The fines shall not exceed the following amounts:

Ultimate Area of Land Disturbance	Fines		Third and Subsequent Offenses
	First Offense	Second Offense	
5,000 square feet to 20,000 square feet	\$200	\$400	\$800
20,000 square feet to 1 acre	\$350	\$700	\$1,400
1 acre and above	\$700	\$1,400	\$2,800

- (2) A second offense is one committed within a period of five years of the first offense on the same project. A third or subsequent offense is committed within a period of five years on the same project. For the purposes of conferring jurisdiction upon courts and judicial officers generally, violations of this chapter shall be deemed misdemeanors and for such purpose only all provisions of law relating to misdemeanors shall apply to such violations. Each week's continued violation shall constitute a separate additional violation.
- (3) Any fine imposed under this chapter shall constitute a lien against the real property until paid.
- (4) If a project causes the Town of Pawling to be out of compliance with its stormwater permit, and it is assessed a fine or civil penalty as a result of that violation, the Town shall be authorized to commence an action and obtain judgment against the offending property owner and any persons jointly and severally liable for such violation for reimbursement and/or indemnification of such fines and attorney fees incurred with respect to same.
- C. Withholding of certificate of occupancy. If any building or land development activity is installed or conducted in violation of this chapter, the Stormwater Management Officer may prevent the occupancy of said building or land.
- D. Restoration of lands. Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, the Town of Pawling may take necessary corrective action, the cost of which shall become a claim against any surety in place for the project, or, if none has been posted or posted in an inadequate amount, a lien upon the property until paid.
- E. The Stormwater Management Officer in the administration of his/her duties contained herein shall have the authority to issue stop-work orders and appearance tickets for violations of this chapter. The Code Enforcement Officer shall also have the authority to enforce the provisions of this chapter. Persons receiving a stop-work order shall be required to halt all land development activities except those activities that address the violations leading to the stop-work order. The stop-work order shall be in effect until the Town of Pawling confirms that the land development activity is

in compliance and the violation has been satisfactorily addressed. Failure to address a stop-work order in a timely manner may result in civil, criminal or monetary penalties in accordance with the enforcement measures authorized in this chapter.

- F. Any land development activity that is commenced or is conducted contrary to this chapter may be restrained by injunction or otherwise abated in a manner provided by law.

## § 171-27. Appeals.

Any person aggrieved by an order or decision issued pursuant to this section may seek review by the Town Board of the Town of Pawling and then may seek judicial review pursuant to Article 78 of the Civil Practice Law and Rules in the Supreme Court for the County of Dutchess. Such appeals shall be filed within 30 days after the date of a determination on the issuance of a permit or, in the case of a decision by the Planning Board, the filing of the particular order or decision with the Pawling Town Clerk.

## § 171-28. Compliance with other codes and regulations.

All development and improvements allowed by right or allowed by permit shall also conform to all rules and regulations contained in the Code of the Town of Pawling and all other applicable laws and regulations.

## § 171-29. Effective date.

This chapter shall take effect immediately upon filing with the Secretary of State of the State of New York.



# Stormwater Management Program

## Appendix H

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Monitoring Location Inspections and Field Sheet

Visual Monitoring Form

## Monitoring Locations Inspection and Sampling Field Sheet

### Section 1: Background Data

Subwatershed:		Monitoring Location ID:	
Today's date:		Time (Military):	
Investigators:		Form completed by:	
Temperature (°F):	Rainfall (in.):	Last 24 hours:	Last 48 hours:
Latitude:	Longitude:	GPS Unit:	GPS LMK #:
Camera:		Photo #s:	
Land Use in Drainage Area (Check all that apply):			
<input type="checkbox"/> Industrial <input type="checkbox"/> Ultra-Urban Residential <input type="checkbox"/> Suburban Residential <input type="checkbox"/> Commercial		<input type="checkbox"/> Open Space <input type="checkbox"/> Institutional Other: _____ Known Industries: _____	
Notes (e.g., origin, if known):			

### Section 2: Monitoring Location Description

LOCATION	MATERIAL	SHAPE	DIMENSIONS (IN.)	SUBMERGED
<input type="checkbox"/> Closed Pipe	<input type="checkbox"/> RCP <input type="checkbox"/> CMP	<input type="checkbox"/> Circular <input type="checkbox"/> Single	Diameter/Dimensions: _____ _____	In Water: <input type="checkbox"/> No <input type="checkbox"/> Partially <input type="checkbox"/> Fully  With Sediment: <input type="checkbox"/> No <input type="checkbox"/> Partially <input type="checkbox"/> Fully
	<input type="checkbox"/> PVC <input type="checkbox"/> HDPE	<input type="checkbox"/> Elliptical <input type="checkbox"/> Double		
	<input type="checkbox"/> Steel	<input type="checkbox"/> Box <input type="checkbox"/> Triple		
	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____ <input type="checkbox"/> Other: _____		
<input type="checkbox"/> Open drainage	<input type="checkbox"/> Concrete	<input type="checkbox"/> Trapezoid	Depth: _____ Top Width: _____ Bottom Width: _____	
	<input type="checkbox"/> Earthen	<input type="checkbox"/> Parabolic		
	<input type="checkbox"/> Rip-Rap	<input type="checkbox"/> Other: _____		
	<input type="checkbox"/> Other: _____			
<input type="checkbox"/> In-Stream	(applicable when collecting samples)			
Flow Present?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If No, Skip to Section 5</i>			
Flow Description (If present)	<input type="checkbox"/> Trickle <input type="checkbox"/> Moderate <input type="checkbox"/> Substantial			

### Section 3: Quantitative Characterization

FIELD DATA FOR FLOWING MONITORING LOCATIONS				
PARAMETER	RESULT	UNIT	EQUIPMENT	
<input type="checkbox"/> Flow #1	Volume		Liter	Bottle
	Time to fill		Sec	
<input type="checkbox"/> Flow #2	Flow depth		In	Tape measure
	Flow width	_____ '    _____"	Ft, In	Tape measure
	Measured length	_____ '    _____"	Ft, In	Tape measure
	Time of travel		S	Stopwatch
Temperature			°F	Thermometer
pH			pH Units	Test strip/Probe
Ammonia			mg/L	Test strip

## Monitoring Locations Inspection and Sampling Field Sheet

### Section 4: Physical Indicators for Flowing Monitoring Locations Only

Are Any Physical Indicators Present in the flow? ☐ Yes ☐ No (If No, Skip to Section 5)

INDICATOR	CHECK if Present	DESCRIPTION	RELATIVE SEVERITY INDEX (1-3)		
Odor	<input type="checkbox"/>	<input type="checkbox"/> Sewage <input type="checkbox"/> Rancid/sour <input type="checkbox"/> Petroleum/gas <input type="checkbox"/> Sulfide <input type="checkbox"/> Other:	<input type="checkbox"/> 1 - Faint	<input type="checkbox"/> 2 - Easily detected	<input type="checkbox"/> 3 - Noticeable from a distance
Color	<input type="checkbox"/>	<input type="checkbox"/> Clear <input type="checkbox"/> Brown <input type="checkbox"/> Gray <input type="checkbox"/> Yellow <input type="checkbox"/> Green <input type="checkbox"/> Orange <input type="checkbox"/> Red <input type="checkbox"/> Other:	<input type="checkbox"/> 1 - Faint colors in sample bottle	<input type="checkbox"/> 2 - Clearly visible in sample bottle	<input type="checkbox"/> 3 - Clearly visible in flow
Turbidity	<input type="checkbox"/>	See severity	<input type="checkbox"/> 1 - Slight cloudiness	<input type="checkbox"/> 2 - Cloudy	<input type="checkbox"/> 3 - Opaque
Floatables -Does Not Include Trash!!	<input type="checkbox"/>	<input type="checkbox"/> Sewage (Toilet Paper, etc.) <input type="checkbox"/> Suds <input type="checkbox"/> Petroleum (oil sheen) <input type="checkbox"/> Other:	<input type="checkbox"/> 1 - Few/slight; origin not obvious	<input type="checkbox"/> 2 - Some; indications of origin (e.g., possible suds or oil sheen)	<input type="checkbox"/> 3 - Some; origin clear (e.g., obvious oil sheen, suds, or floating sanitary materials)

### Section 5: Physical Indicators for Both Flowing and Non-Flowing Monitoring Locations

Are physical indicators that are not related to flow present? ☐ Yes ☐ No (If No, Skip to Section 6)

INDICATOR	CHECK if Present	DESCRIPTION	COMMENTS
Monitoring Location Damage	<input type="checkbox"/>	<input type="checkbox"/> Spalling, Cracking or Chipping <input type="checkbox"/> Peeling Paint <input type="checkbox"/> Corrosion	
Deposits/Stains	<input type="checkbox"/>	<input type="checkbox"/> Oily <input type="checkbox"/> Flow Line <input type="checkbox"/> Paint <input type="checkbox"/> Other:	
Abnormal Vegetation	<input type="checkbox"/>	<input type="checkbox"/> Excessive <input type="checkbox"/> Inhibited	
Poor pool quality	<input type="checkbox"/>	<input type="checkbox"/> Odors <input type="checkbox"/> Colors <input type="checkbox"/> Floatables <input type="checkbox"/> Oil Sheen <input type="checkbox"/> Suds <input type="checkbox"/> Excessive Algae <input type="checkbox"/> Other:	
Pipe benthic growth	<input type="checkbox"/>	<input type="checkbox"/> Brown <input type="checkbox"/> Orange <input type="checkbox"/> Green <input type="checkbox"/> Other:	

### Section 6: Overall Monitoring Location Characterization

☐ Unlikely  
 ☐ Potential (presence of two or more indicators)  
 ☐ Suspect (one or more indicators with a severity of 3)  
 ☐ Obvious

### Section 7: Data Collection

1. Sample for the lab?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. If yes, collected from:	<input type="checkbox"/> Flow <input type="checkbox"/> Pool
3. Intermittent flow trap set?	<input type="checkbox"/> Yes <input type="checkbox"/> No             If Yes, type: <input type="checkbox"/> OBM <input type="checkbox"/> Caulk dam

### Section 8: Any Non-Illicit Discharge Concerns (e.g., trash or needed infrastructure repairs)?



**Visual  
Monitoring Form  
MS4 GP-0-24-001**

All high priority municipal facilities covered under the MS4 GP-0-24-001 must perform Visual Monitoring twice a permit term, separated by a minimum of one (1) year. Please see the permit Part VI.F.VI.F for additional requirements. This form is part of the facilities records and should be retained onsite with the facility's Stormwater Pollution Prevention Plan. ***Please do not submit this form to the Department.***

MS4 Operator Permit ID	Facility Name

Outfall Number	Examiner's Name	Examiner's Title

Reporting Year:

Rainfall Amount:


Qualifying Storm? ☐ Yes ☐ No

Runoff Source? ☐ Rainfall ☐ Snowmelt

Date/Time Collected      Date/Time Examined

1. Does the stormwater appear to be colored? ..... ☐ Yes ☐ No

If yes, describe



2. Is the stormwater clear or transparent? ..... ☐ Yes ☐ No

If yes, which of the following best describes the clarity of the stormwater: ..... ☐ Clear ☐ Milky ☐ Opaque

3. Can you see a rainbow sheen effect on the water surface?..... ☐ Yes ☐ No

If yes, which best describes the sheen?..... ☐ Rainbow Sheen ☐ Floating Oil Globules

4. Does the sample have an odor? ..... ☐ Yes ☐ No

If yes, describe

5. Is there something floating on the surface of the sample? ..... ☐ Yes ☐ No

If yes, describe

6. Is there something suspended in the water column of the sample? ..... ☐ Yes ☐ No

If yes, describe

7. Is there something settled on the bottom of the sample?..... ☐ Yes ☐ No

If yes, describe

8. Is there foam or material forming on the top of the sample surface?..... ☐ Yes ☐ No

If yes, describe

Detail any concerns, corrective actions taken and any other indicators of pollution present in the sample:

# Stormwater Management Program

## Appendix I

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SWPPP Contents Checklist Form  
Construction Site Inspection Report

**SWPPP CONTENTS CHECKLIST – Town OF Pawling, Dutchess County, NY****Project:** \_\_\_\_\_**Date:** \_\_\_\_\_**By:** \_\_\_\_\_**GENERAL INFORMATION:**

Done	Description of Requirement	Remarks
	Owner/Operator name:  Legal Address: _____  Phone Number: _____  Email: _____  Contact Person: _____	
	Copy of <u>signed</u> Notice of Intent (NOI)	
	Signature of SWPPP Preparer on NOI (must be a Professional Engineer for SWPPPs with engineered practices)	
	Contractor (and subcontractors if applicable) certification statement(s) [Part III.A.5. of GP-0-08-001]	
	Site address and legal description (Tax ID) of site	
	Documentation from NYS Historic Preservation Office that the project has no effect on property that is listed or eligible for listing on the State or National Register of Historic Places	
	Vicinity Map, showing project boundary and receiving water(s)	
	MS4 SWPPP Acceptance Form (for project located in regulated MS4s)	

**ESC/POST-CONSTRUCTION SMP:**

Done	Description of Requirement	Included Page #	Remarks
	<b>Erosion &amp; Sediment Control (ESC) Component</b>		
	Description, scope, location, type & size of project		
	Site map / construction drawings, including:		
	- Total site area;		
	- Show & label improvements;		

Done	Description of Requirement	Included Page #	Remarks
	- Existing and proposed topography (minimum 2-foot contours recommended);		
	- Location of perennial and intermittent streams;		
	- Boundaries of existing predominant vegetation and proposed limits of clearing;		
	- Location and boundaries of resource protection areas such as wetlands, lakes, ponds and other setbacks (e.g. stream buffers, drinking water well setbacks, septic setbacks);		
	- Location of existing and proposed roads, lot boundaries, buildings and other structures;		
	- Location and size of staging areas, equipment storage areas, borrow pits, waste areas and concrete washout areas;		
	- Existing and proposed utilities (e.g. water, sewer, electric) and easements;		
	- Location and flow paths of existing and proposed conveyance systems such as channels, swales, culverts and storm drains;		
	- Location of floodplain/floodway limits;		
	- Location of Steep Slopes;		
	- Location of Erodible Soils;		
	- Location and dimensions of proposed channel modifications, such as bridge or culvert crossing;		
	- Location, size, maintenance access and limits of disturbance of proposed temporary and permanent stormwater management and erosion and sediment control practices, including timing and duration of temporary practices;		
	- Plans stamped and signed by qualified professional (must be a licensed professional on plans with engineered practices).		

Done	Description of Requirement	Included Page #	Remarks
	Mapping and description of soils from USDA Soil Survey, including hydrologic soil group, as well as location of any site specific borehole investigations that may have been performed		
	Construction phasing plan & sequence of operations; Duration of Construction (from – to)		
	Description of temporary and permanent structural and vegetative measures for soil stabilization, runoff control and sediment control for each stage of the project from initial land clearing and grubbing to project close-out		
	Temporary and permanent soil stabilization plan		
	Site map/construction drawing(s) showing the specific locations, sizes, and lengths of each erosion and sediment control practice		
	Material specifications, dimensions, installation details and operation and maintenance requirements for erosion and sediment control practices, including the location and sizing calculations for any temporary sediment basins		
	Inspection and Maintenance schedule for the owner or operator, or the contractor(s) or subcontractor(s), to insure continuous and effective operation of the erosion and sediment control practices, in accordance with the <i>New York Standards and Specifications for Erosion and Sediment Control</i>		
	Pollution prevention measures used to control litter, chemicals and construction debris		
	Spill prevention and response		
	Description of structural practices to divert flow from exposed soils, store flows, or otherwise limit runoff and discharge of pollutants from exposed areas of the site to degree attainable		
	Identification of any design elements not in conformance with the <i>New York Standards and Specifications for Erosion and Sediment Control</i> , reason for the deviation or alternative design, and demonstration that the alternative is equivalent to the technical standards		



Done	Description of Requirement	Included Page #	Remarks
	<b>Post-construction stormwater management practice component (PCSMPC)</b>		
	Design Manual Practice Identification		
	Design Manual Pretreatment Practice		
	Site map/construction drawing(s) showing specific location and size of each PCSMP		
	Dimensions, material specifications and installation details for each PCSMPC		
	<b><i>Hydrologic and hydraulic analysis for all structural components of the stormwater management control system:</i></b>		
	Watercourse Site Drains to (TMDL or 303d?)		
	Existing/Proposed Basin Areas		
	Boundary and acreage of upstream watershed		
	Existing/Proposed Impervious surface area		
	Existing/Proposed Curve Numbers		
	24 Hr Rainfall Events (1, 2, 10, 25, 100 year)		
	Existing/Proposed Times of Concentration		
	Existing/Proposed Peak Rates of Runoff		
	Water Quality Volume required/proposed		
	Channel Protection Volume required/proposed		
	Overbank Volume required/proposed		
	Extreme Flood Volume required/proposed		
	Demonstrated capacity of collection system with HGL for 25/100 year design storm		
	Identification of design elements not conforming with the <i>Design Manual</i> , reason for the deviation, and demonstration that the alternative is equivalent to the technical standards		
	identification of any design criteria that are not required based on redevelopment criteria or waiver criteria included in the <i>Design Manual</i>		

Done	Description of Requirement	Included Page #	Remarks
	Required enhanced phosphorus removal standards?		
	<b>Inspection and Maintenance Requirements</b>		
	Owner/Operators Inspection Requirements noted (inspect the erosion and sediment controls identified in the SWPPP to ensure that they are being maintained in effective operating condition at all times).		
	Trained Individual's Name and Date of Certification.		
	Qualified Inspector Name and Credentials		
	Qualified Inspector's report contents:		
	- Date & time of inspection		
	- Name & title of inspector		
	- Weather & soil conditions		
	- Condition of all runoff points /discharges from the site		
	- Identification of ESC practices that need maintenance and/or repair		
	- Identification of ESC practices not properly installed		
	- Description & sketch of disturbed area		
	- Current phase of Post Construction Component		
	- Corrective actions to install/repair/replace		
	<b>TERMINATION OF PERMIT COVERAGE</b>		
	Owner/operator submits completed NOT		
	Notice of termination (NOT) Requirements (required for one or more of the following):		

Done	Description of Requirement	Included Page #	Remarks
	- Total project completion		
	- Planned shutdown with partial project completion		
	-New owner or operator		
	<i>Qualified inspector</i> performs final site inspection for completed post-construction stormwater practices and final stabilization		
	Owner/operator ensures one of the following:		
	- Post-construction stormwater management and any rights-of-way needed for O&M have been deeded to municipality		
	- Executed maintenance agreement with municipality in place		
	- Owner has deed restriction for O&M of privately-owned stormwater management practices		
	- O&M procedures in place for stormwater management practices owned by public/private institution		
	<b>Reporting and Retention of Records</b>		
	Owner maintains copies for 5 years after final stabilization of the site:		
	- Notice of Intent (NOI)		
	- NOI acknowledgment letter		
	- Stormwater Pollution Prevention Plan (SWPPP)		
	- MS4 - SWPPP acceptance form		
	- All inspection reports		
	- Notice of Termination (NOT)		

Done	Description of Requirement	Included Page #	Remarks
	Required enhanced phosphorus removal standards?		
	<b>Inspection and Maintenance Requirements</b>		
	Owner/Operators Inspection Requirements noted (inspect the erosion and sediment controls identified in the SWPPP to ensure that they are being maintained in effective operating condition at all times).		
	Trained Individual's Name and Date of Certification.		
	Qualified Inspector Name and Credentials		
	Qualified Inspector's report contents:		
	- Date & time of inspection		
	- Name & title of inspector		
	- Weather & soil conditions		
	- Condition of all runoff points /discharges from the site		
	- Identification of ESC practices that need maintenance and/or repair		
	- Identification of ESC practices not properly installed		
	- Description & sketch of disturbed area		
	- Current phase of Post Construction Component		
	- Corrective actions to install/repair/replace		
	<b>TERMINATION OF PERMIT COVERAGE</b>		
	Owner/operator submits completed NOT		
	Notice of termination (NOT) Requirements (required for one or more of the following):		

# Instructions

This sample inspection report has been developed as a helpful tool to aid you in completing your site inspections. This sample inspection report was created consistent with EPA's Developing Your Stormwater Pollution Prevention Plan. You can find both the guide and the sample inspection report (formatted in Microsoft Word) at [www.epa.gov/npdes/swpppguide](http://www.epa.gov/npdes/swpppguide)

This inspection report is provided in Microsoft Word format to allow you to easily customize it for your use and the conditions at your site. You should also customize this form to help you meet the requirements in your construction general permit related to inspections. **If your permitting authority provides you with an inspection report, please use that form.**

For more information on inspections, please see Developing Your Stormwater Pollution Plan Chapters 6 and 8.

## Using the Inspection Report

This inspection report is designed to be customized according to the BMPs and conditions at your site. For ease of use, you should take a copy of your site plan and number all of the stormwater BMPs and areas of your site that will be inspected. A brief description of the BMP or area should then be listed in the site-specific section of the inspection report. For example, specific structural BMPs such as construction site entrances, sediment ponds, or specific areas with silt fence (e.g., silt fence along Main Street; silt fence along slope in NW corner, etc.) should be numbered and listed. You should also number specific non-structural BMPs or areas that will be inspected (such as trash areas, material storage areas, temporary sanitary waste areas, etc).

You can complete the items in the "General Information" section that will remain constant, such as the project name, NPDES tracking number, and inspector (if you only use one inspector). Print out multiple copies of this customized inspection report to use during your inspections.

When conducting the inspection, walk the site by following your site map and numbered BMPs/areas for inspection. Also note whether the overall site issues have been addressed (customize this list according to the conditions at your site). Note any required corrective actions and the date and responsible person for the correction in the Corrective Action Log.

## Stormwater Construction Site Inspection Report

General Information			
Project Name			
NPDES Tracking No.		Location	
Date of Inspection		Start/End Time	
Inspector's Name(s)			
Inspector's Title(s)			
Inspector's Contact Information			
Inspector's Qualifications			
Describe present phase of construction			
<b>Type of Inspection:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Pre-storm event <input type="checkbox"/> During storm event <input type="checkbox"/> Post-storm event			
Weather Information			
Has there been a storm event since the last inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide: Storm Start Date & Time:                      Storm Duration (hrs):                      Approximate Amount of Precipitation (in):			
<b>Weather at time of this inspection?</b> <input type="checkbox"/> Clear <input type="checkbox"/> Cloudy <input type="checkbox"/> Rain <input type="checkbox"/> Sleet <input type="checkbox"/> Fog <input type="checkbox"/> Snowing <input type="checkbox"/> High Winds <input type="checkbox"/> Other:                                              Temperature:			
Have any discharges occurred since the last inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe:			
Are there any discharges at the time of inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe:			

### Site-specific BMPs

- Number the structural and non-structural BMPs identified in your SWPPP on your site map and list them below (add as many BMPs as necessary). Carry a copy of the numbered site map with you during your inspections. This list will ensure that you are inspecting all required BMPs at your site.
- Describe corrective actions initiated, date completed, and note the person that completed the work in the Corrective Action Log.

	BMP	BMP Installed?	BMP Maintenance Required?	Corrective Action Needed and Notes
1		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

	<b>BMP</b>	<b>BMP Installed?</b>	<b>BMP Maintenance Required?</b>	<b>Corrective Action Needed and Notes</b>
12		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
13		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
14		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
15		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
16		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
17		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
18		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
19		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
20		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

### Overall Site Issues

*Below are some general site issues that should be assessed during inspections. Customize this list as needed for conditions at your site.*

	<b>BMP/activity</b>	<b>Implemented?</b>	<b>Maintenance Required?</b>	<b>Corrective Action Needed and Notes</b>
1	Are all slopes and disturbed areas not actively being worked properly stabilized?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2	Are natural resource areas (e.g., streams, wetlands, mature trees, etc.) protected with barriers or similar BMPs?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3	Are perimeter controls and sediment barriers adequately installed (keyed into substrate) and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4	Are discharge points and receiving waters free of any sediment deposits?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5	Are storm drain inlets properly protected?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6	Is the construction exit preventing sediment from being tracked into the street?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7	Is trash/litter from work areas collected and placed in covered dumpsters?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8	Are washout facilities (e.g., paint, stucco, concrete) available, clearly marked, and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	



	<b>BMP/activity</b>	<b>Implemented?</b>	<b>Maintenance Required?</b>	<b>Corrective Action Needed and Notes</b>
9	Are vehicle and equipment fueling, cleaning, and maintenance areas free of spills, leaks, or any other deleterious material?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10	Are materials that are potential stormwater contaminants stored inside or under cover?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11	Are non-stormwater discharges (e.g., wash water, dewatering) properly controlled?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12	(Other)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

#### **Non-Compliance**

Describe any incidents of non-compliance not described above:

#### **CERTIFICATION STATEMENT**

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

**Print name and title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Stormwater Management Program

## Appendix J

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IDDE Program Procedures

IDDE Hotline Incident Tracking Sheet

## IDDE PROGRAM PROCEDURES

- 1) Determine Priority Outfalls
  - a) Evaluate Land Uses
  - b) Records of complaints
  - c) Areas with spill potential
  - d) Public resources at outfall and downstream (habitat, recreation, etc.)
  - e) 20% of mapped outfalls to be inspected on a yearly basis
- 2) Preparation for Field Inspections
  - a) Preliminary documentation research (mapping, records, etc.)
  - b) Necessary equipment preparation
  - c) Appropriate notifications (other jurisdictions, residential and/or commercial property owners)
  - d) Tool: Field visit inventory/standardized checklist (Outfall Dry Weather Inspection Screening Field Sheet)
- 3) Reconnaissance/Access – Safety Considerations
  - a) Confined space entry policy
  - b) Legal authority for right of access/entry
  - c) Standardized field safety protocol
- 4) Dry Weather Inspection Screening/Visual Field Inspections
  - a) Visual observations of outfalls/Water Bodies
  - b) Illicit connections screening/water quality sampling with acceptable methodology if warranted
  - c) Document visual findings on Outfall Dry Weather Inspection Screening Field Sheet
- 5) Characterize the Nature of the Discharge
  - a) Identify common/likely discharges
  - b) Review lab/field tests if warranted
  - c) Evaluate if the discharge must be immediately contained and appropriate steps taken
  - d) If hazardous materials are suspected contact the Fire Department, Police Department, Public Works Department, NYSDEC, etc.
- 6) Trace the Source of the Discharge
  - a) Review Outfall & Sewer Shed mapping
  - b) Equipment inventory
  - c) Methodology (cameras, dye test, smoke test, remove catch basin grates, manhole covers, etc.)
  - d) Documentation of determination of source of illicit discharge
- 7) Procedures for Reporting Illicit Connection/Discharge (subject to the Code of the Town of Pawling “Illicit Discharge Detection and Elimination”)
  - a) Notification of regulatory authorities if appropriate, i.e., Dutchess County Department of Health for septic failure and discharge into the MS4
  - b) Notification to property owner

- c) Notification to any downstream jurisdiction with interconnected MS4.
  - d) Issue Order to Remedy or Notice of Violation with timeline for action in accordance with the Code of the Town of Pawling, "Illicit Discharge Detection and Elimination"
- 8) Procedures for Removing and Eliminating the Illicit Connection/Discharge (subject to the Code of the Town of Pawling, "Illicit Discharge Detection and Elimination")
- a) Notification of regulatory authorities if appropriate, i.e., Dutchess County Department of Health for septic failure and discharge into the MS4.
  - b) Notification to property owner
  - c) Notification to any downstream jurisdiction with interconnected MS4.
  - d) Escalate enforcement procedures if warranted in accordance with the Code of the Town of Pawling, "Illicit Discharge Detection and Elimination"
  - e) Periodic follow-up inspections

## Town of Pawling IDDE Hotline Incident Tracking Sheet

**Incident ID:**

**Responder Information**

Call taken by:

Call date:

Call time:

Precipitation (inches) in past 24-48 hrs:

**Reporter Information**

Incident time:

Incident date:

Caller contact information (*optional*):

**Incident Location** (*complete one or more below*)

Latitude and longitude:

Stream address or outfall #:

Closest street address:

Nearby landmark:

**Primary Location Description**

☐ Stream corridor  
(*In or adjacent to stream*)

**Secondary Location Description:**

☐ Outfall

☐ In-stream flow

☐ Along banks

☐ Upland area  
(*Land not adjacent to stream*)

☐ Near storm drain

☐ Near other water source (storm water pond, wetland, etc.):

Narrative description of location:

**Upland Problem Indicator Description**

☐ Dumping

☐ Oil/solvents/chemicals

☐ Sewage

☐ Wash water, suds, etc.

☐ Other: \_\_\_\_\_

**Stream Corridor Problem Indicator Description**

Odor

☐ None

☐ Sewage

☐ Rancid/Sour

☐ Petroleum (gas)

☐ Sulfide (rotten eggs);  
natural gas

☐ Other: Describe in "Narrative" section

Appearance

☐ "Normal"

☐ Oil sheen

☐ Cloudy

☐ Suds

☐ Other: Describe in "Narrative" section

Floatables

☐ None:

☐ Sewage (toilet paper, etc)

☐ Algae

☐ Dead fish

☐ Other: Describe in "Narrative" section

Narrative description of problem indicators:

Suspected Violator (name, personal or vehicle description, license plate #, etc.):

Investigation Notes	
Initial investigation date:	Investigators:
<input type="checkbox"/> No investigation made	Reason:
<input type="checkbox"/> Referred to different department/agency:	Department/Agency:
<input type="checkbox"/> Investigated: No action necessary	
<input type="checkbox"/> Investigated: Requires action	Description of actions:
Hours between call and investigation:	Hours to close incident:
Date case closed:	
Notes:	

# Stormwater Management Program

## Appendix K

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Inventory of Construction Sites Form  
Construction Site Inspection report GP-0-24-001



# TOWN OF PAWLING

# STORMWATER, SOIL AND EROSION CONTROL SITE INSPECTION

[illegible]

Notes for a specific project: \_\_\_\_\_

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**NEW YORK STATE  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF WATER**



Department of Environmental Conservation <div align="center"> <b>New York State Department of Environmental Conservation</b>  <b>Construction Site Inspection Report for SPDES MS4 General Permit GP-0-24-001</b> </div>			
Project Name:		Date:	
Project Location:		Weather:	
Permit # (if any): <b>NYR</b>	Contacted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Entry Time:	Exit Time:
Name of SPDES Permittee:	Inspection Type: <input type="checkbox"/> NOT <input type="checkbox"/> Complaint  <input type="checkbox"/> Compliance <input type="checkbox"/> Referral		
Phone Number(s):			
On-site Representative(s) and Company(s):		MS4 Operator Name:	
		MS4 Permit ID: NYR20A	

**SPDES Authority**

**Yes No N/A**

1. ☐ ☐ ☐ Does the project have permit coverage?
2. ☐ ☐ ☐ Is a copy of the NOI and Acknowledgment Letter available on site and accessible for viewing?
3. ☐ ☐ ☐ Is a copy of the MS4 SWPPP Acceptance Form available on site and accessible for viewing?
4. ☐ ☐ ☐ Is an up-to-date copy of the signed SWPPP retained at the construction site?
5. ☐ ☐ ☐ Is a copy of the SPDES General Permit retained at the construction site?
6. ☐ ☐ ☐ Does the NOI accurately report the number of acres to be disturbed?

**Citation**

GP-0-20-001: I.A & II. B  
 GP-0-20-001: II.D.2  
 GP-0-20-001: II.D.2  
 GP-0-20-001: II.D.2. & III.A.4  
 GP-0-20-001: II.D.2  
 GP-0-20-001: II.B.4

**SWPPP Content**

**Yes No N/A**

7. ☐ ☐ ☐ Does the SWPPP describe and identify the erosion and sediment control measures to be employed?
8. ☐ ☐ ☐ Does the SWPPP provide an inspection schedule and maintenance requirements for the E&SC measures?
9. ☐ ☐ ☐ Does the SWPPP describe and identify the stormwater management practices to be employed?
10. ☐ ☐ ☐ Does the SWPPP identify the contractor(s) and subcontractor(s) responsible for each measure?
11. ☐ ☐ ☐ Does the SWPPP identify at least one trained individual from each contractor(s) and subcontractor(s) companies?
12. ☐ ☐ ☐ Does the SWPPP include all the necessary Contractor Certification Statements and signatures?
13. ☐ ☐ ☐ Is the SWPPP signed by the permittee?
14. ☐ ☐ ☐ Is the SWPPP prepared by a qualified professional (if post-construction stormwater management required)?
15. ☐ ☐ ☐ Do the SMPs conform to the Enhanced Phosphorus Removal Standards (projects in TMDL watersheds)?

**Citation**

GP-0-20-001: III.B.1.e  
 GP-0-20-001: III.B.1.i  
 GP-0-20-001: III.B.2  
 GP-0-20-001: III.A.6  
 GP-0-20-001: III.A.6  
 GP-0-20-001: VII.H.2  
 GP-0-20-001: III.A.3  
 GP-0-20-001: III.B.3

**Recordkeeping**

**Yes No N/A**

16. ☐ ☐ ☐ Are self-inspections performed as required by the permit (weekly, or twice weekly for >5 acres disturbed)?
17. ☐ ☐ ☐ Are the self-inspections performed and signed by a qualified inspector and retained on site?
18. ☐ ☐ ☐ Do the qualified inspector's reports include the minimum reporting requirements?
19. ☐ ☐ ☐ Do inspection reports identify corrective measures that have not been implemented or are recurring?

**Citation**

GP-0-20-001: IV.C.2.a. & b  
 GP-0-20-001: II.C.2., IV.C.6 & VII.H.3  
 GP-0-20-001: IV.C.4  
 GP-0-20-001: IV.C.5



NEW YORK STATE  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF WATER



**Visual Observations**

Yes No N/A				Citation	
20.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are all erosion and sediment control measures installed properly?	GP-0-20-001: VII.L
21.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are all erosion and sediment control measures being maintained properly?	GP-0-20-001: IV.A.1
22.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Was written authorization issued for any disturbance greater than 5 acres?	GP-0-20-001: II.D.3
23.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Have stabilization measures been implemented in inactive areas per Permit (>5acres) or ESC Standard?	GP-0-20-001: II.D.3.b & III.B.1.f
24.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are post-construction stormwater management practices constructed/installed correctly?	GP-0-20-001: III.B.2
25.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has final site stabilization been achieved and temporary E&SC measures removed prior to NOT submittal?	GP-0-20-001: V.A.2
26.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Was there a discharge from the site on the day of inspection?	
27.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is there evidence that a discharge caused or contributed to a violation of water quality standards?	ECL 17-0501, 6 NYCRR 703.2 & GP-0-20-001: I.D

**Water Quality Observations**

Describe the discharge(s): location, source(s), impact on receiving water(s), etc.

Describe the quality of the receiving water(s) both upstream and downstream of the discharge:

Describe any other water quality standards or permit violations:



NEW YORK STATE  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF WATER



Additional Comments:

☐ Photographs attached

Overall Inspection Rating: <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory	
Name/Agency of Lead Inspector:	Signature of Lead Inspector:
Names/Agencies of Other Inspectors:	

# Stormwater Management Program

## Appendix L

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Pre-Construction Meeting Form

MS4 Acceptance Form

Notice of Termination (NOT)

# **TOWN OF PAWLING**

## **PRE-CONSTRUCTION MEETING**

**Name of Development:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### **AGENDA:**

- Attendance sheet with contact information.
- Establish the distribution list of the Operators Weekly SWPPP Inspection Reports & the Town of Pawling SWPPP Compliance Inspection Reports.
- Identify the Operators "Qualified Inspector" as per GP-0-24-001.
- Identify the Operators "Trained Contractor" as per GP-0-21-001.
- Identify Operators Contractor(s) and provide a signed Certification Form(s) either within the SWPPP Report or within the Construction Site Log Book to be retained onsite.
- Identify the location of the "SWPPP box" to be maintained by the Operator and the "Operator's Qualified Inspector".
- Review documentation to be retained onsite in the SWPPP Box or other appropriate location:
  - Set of last revised Site Plan approved by the Town of Pawling.
  - Copy of the approved SWPPP by the Town of Pawling.
  - Copy of the Notice of Intent (NOI) to the NYSDEC.
  - Copy of the Acknowledgement of Coverage of the SPDES General Construction Permit GP-0-24-001.  
Coverage issued by to the Operator by the NYSDEC.
  - Copy of NYSDEC SPDES General Construction Permit GP-0-24-001.
  - Construction site log book containing weekly SWPPP inspection reports or other pertinent documentation.
- Review Construction Sequencing Schedule and/or Phasing Plan. Agree to any amendments if warranted prior to commencement of construction activity.
- Review Erosion and Sediment Control Sequencing Schedule.
- Establish the date of the Operators intent to commencement of construction activities.
- Any other discussion items.



Department of  
Environmental  
Conservation

**NYS Department of Environmental Conservation  
Division of Water  
625 Broadway, 4th Floor  
Albany, New York 12233-3505**

**MS4 Stormwater Pollution Prevention Plan (SWPPP) Acceptance  
Form**

for

**Construction Activities Seeking Authorization Under SPDES General Permit**

\*(NOTE: Attach Completed Form to Notice Of Intent and Submit to Address Above)

**I. Project Owner/Operator Information**

1. Owner/Operator Name:

2. Contact Person:

3. Street Address:

4. City/State/Zip:

**II. Project Site Information**

5. Project/Site Name:

6. Street Address:

7. City/State/Zip:

**III. Stormwater Pollution Prevention Plan (SWPPP) Review and Acceptance Information**

8. SWPPP Reviewed by:

9. Title/Position:

10. Date Final SWPPP Reviewed and Accepted:

**IV. Regulated MS4 Information**

11. Name of MS4:

12. MS4 SPDES Permit Identification Number: NYR20A

13. Contact Person:

14. Street Address:

15. City/State/Zip:

16. Telephone Number:



## **MS4 SWPPP Acceptance Form - continued**

### **V. Certification Statement - MS4 Official (principal executive officer or ranking elected official) or Duly Authorized Representative**

I hereby certify that the final Stormwater Pollution Prevention Plan (SWPPP) for the construction project identified in question 5 has been reviewed and meets the substantive requirements in the SPDES General Permit For Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s). Note: The MS4, through the acceptance of the SWPPP, assumes no responsibility for the accuracy and adequacy of the design included in the SWPPP. In addition, review and acceptance of the SWPPP by the MS4 does not relieve the owner/operator or their SWPPP preparer of responsibility or liability for errors or omissions in the plan.

Printed Name:

Title/Position:

Signature:

Date:

### **VI. Additional Information**

**New York State Department of Environmental Conservation  
Division of Water  
625 Broadway, 4th Floor  
Albany, New York 12233-3505**

\*(NOTE: Submit completed form to address above)\*

**NOTICE OF TERMINATION for Storm Water Discharges Authorized  
under the SPDES General Permit for Construction Activity**

**Please indicate your permit identification number: NYR** \_\_\_\_\_

**I. Owner or Operator Information**

1. Owner/Operator Name:

2. Street Address:

3. City/State/Zip:

4. Contact Person:

4a. Telephone:

4b. Contact Person E-Mail:

**II. Project Site Information**

5. Project/Site Name:

6. Street Address:

7. City/Zip:

8. County:

**III. Reason for Termination**

9a. ☐ All disturbed areas have achieved final stabilization in accordance with the general permit and SWPPP. **\*Date final stabilization completed** (month/year): \_\_\_\_\_

9b. ☐ Permit coverage has been transferred to new owner/operator. Indicate new owner/operator's permit identification number: NYR \_\_\_\_\_

(Note: Permit coverage can not be terminated by owner identified in I.1. above until new owner/operator obtains coverage under the general permit)

9c. ☐ Other (Explain on Page 2)

**IV. Final Site Information:**

10a. Did this construction activity require the development of a SWPPP that includes post-construction stormwater management practices? ☐ yes ☐ no (If no, go to question 10f.)

10b. Have all post-construction stormwater management practices included in the final SWPPP been constructed? ☐ yes ☐ no (If no, explain on Page 2)

10c. Identify the entity responsible for long-term operation and maintenance of practice(s)?

**NOTICE OF TERMINATION for Storm Water Discharges Authorized under the  
SPDES General Permit for Construction Activity - continued**

10d. Has the entity responsible for long-term operation and maintenance been given a copy of the operation and maintenance plan required by the general permit?    ☐ yes    ☐ no

10e. Indicate the method used to ensure long-term operation and maintenance of the post-construction stormwater management practice(s):

- ☐ Post-construction stormwater management practice(s) and any right-of-way(s) needed to maintain practice(s) have been deeded to the municipality.
- ☐ Executed maintenance agreement is in place with the municipality that will maintain the post-construction stormwater management practice(s).
- ☐ For post-construction stormwater management practices that are privately owned, a mechanism is in place that requires operation and maintenance of the practice(s) in accordance with the operation and maintenance plan, such as a deed covenant in the owner or operator's deed of record.
- ☐ For post-construction stormwater management practices that are owned by a public or private institution (e.g. school, university or hospital), government agency or authority, or public utility; policy and procedures are in place that ensures operation and maintenance of the practice(s) in accordance with the operation and maintenance plan.

10f. Provide the total area of impervious surface (i.e. roof, pavement, concrete, gravel, etc.) constructed within the disturbance area? \_\_\_\_\_  
(acres)

11. Is this project subject to the requirements of a regulated, traditional land use control MS4?    ☐ yes  
☐ no

(If Yes, complete section VI - "MS4 Acceptance" statement)

**V. Additional Information/Explanation:**

(Use this section to answer questions 9c. and 10b., if applicable)

**VI. MS4 Acceptance - MS4 Official (principal executive officer or ranking elected official) or Duly Authorized Representative** (Note: Not required when 9b. is checked -transfer of coverage)

I have determined that it is acceptable for the owner or operator of the construction project identified in question 5 to submit the Notice of Termination at this time.

Printed Name:

Title/Position:

Signature:

Date:

**NOTICE OF TERMINATION for Storm Water Discharges Authorized under the  
SPDES General Permit for Construction Activity - continued**

**VII. Qualified Inspector Certification - Final Stabilization:**

I hereby certify that all disturbed areas have achieved final stabilization as defined in the current version of the general permit, and that all temporary, structural erosion and sediment control measures have been removed. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.

Printed Name:

Title/Position:

Signature:

Date:

**VIII. Qualified Inspector Certification - Post-construction Stormwater Management Practice(s):**

I hereby certify that all post-construction stormwater management practices have been constructed in conformance with the SWPPP. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.

Printed Name:

Title/Position:

Signature:

Date:

**IX. Owner or Operator Certification**

I hereby certify that this document was prepared by me or under my direction or supervision. My determination, based upon my inquiry of the person(s) who managed the construction activity, or those persons directly responsible for gathering the information, is that the information provided in this document is true, accurate and complete. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.

Printed Name:

Title/Position:

Signature:

Date:

(NYS DEC Notice of Termination - January 2015)

# Stormwater Management Program

## Appendix M

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Stormwater Management Facilities and Easement and Maintenance Agreement  
TP584 Form Combined Real Estate Transfer Tax Return

**STORMWATER MANAGEMENT FACILITIES**  
**EASEMENT AND MAINTENANCE AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between NAME, ADDRESS ("Owner"), and the **TOWN OF PAWLING**, a municipal corporation having an office at Town Hall, 160 Charles Colman Blvd, Pawling, New York, 12564 ("Town").

**WITNESSETH:**

**WHEREAS**, Owner is the current fee owner of certain premises located in the Town of Pawling, County of Dutchess and State of New York having tax grid numbers \_\_\_\_\_ and \_\_\_\_\_, commonly known as \_\_\_\_\_, and described by metes and bounds on **Schedule A** annexed hereto (the "Premises"); and

**WHEREAS**, Owner is seeking one or more approvals from the Town for land development activity at the Premises, in connection with which stormwater management facilities (the "Facilities") shall be required in accordance with the Town's Code in effect as of the date of this Agreement (the "Code"); and

**WHEREAS**, as a condition to the issuance of such approval(s) the Code further requires Owner to execute this Agreement and record the same in the Office of the Dutchess County Clerk.

**NOW THEREFORE**, for valuable consideration received, the Owner and the Town hereby agree as follows:

1. Owner does hereby grant unto Town, its successors and assigns forever, a perpetual easement and right-of-way (but Town shall have no obligation), to enter upon the Premises in order to access the Facilities at reasonable times and in a reasonable manner for periodic inspection by Town to ensure that the Facilities are maintained in proper working condition to meet design standards and any other provisions established by Chapter 171 of the Code in effect as of the date of this Easement and as amended hereafter and all applicable New York State Department of Environmental Conservation ("NYSDEC") regulations, standards and guidelines. The Town is further authorized to undertake such steps as are reasonably necessary for the construction, preservation, continuation or maintenance of the Facilities for the Premises in the event the Owner or current owner has failed to construct or maintain the stormwater control measures in accordance with the project plan for the Facilities, applicable NYSDEC regulations, standards and guidelines, or has failed to undertake corrective action specified by the Town of Pawling Stormwater Management Officer ("SMO") or his duly authorized deputy, agent or representative.

The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall at all times properly operate and maintain all Facilities and all related systems of stormwater treatment and control in accordance with the provisions of Chapter 171 of the Code of the Town of Pawling and applicable New York State Department of Environmental Conservation and Empire State Chapter of the Soil and Water Conservation Society regulations, standards and guidelines.

2. This agreement shall not confer upon the Town any duty or obligation to fix or maintain the Facilities. Further, the Town's acceptance of any rights pursuant to this Agreement and any applicable provisions of the Code of the Town of Pawling shall not be deemed or construed as acceptance by the Town of any duty or obligation to fix or maintain the Facilities.
3. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall be bound to the maintenance provisions depicted in the approved project plans for the Facilities annexed hereto as **Schedule B** to the Agreement, which plans are specifically listed in paragraph 15, *infra*, and which plans are available in the Office of the Building Inspector of the Town of Pawling, in accordance with all applicable provisions of Chapter 171 of the Code of the Town of Pawling and the New York State Department of Environmental Conservation and Empire State Chapter of the Soil and Water Conservation Society regulations, standards and guidelines.
4. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall maintain, clean, repair, replace and continue the stormwater control measures for the Facilities depicted in **Schedule B** as necessary to ensure optimum performance of the measures to design specifications, in accordance with all applicable provisions of Chapter 171 of the Code of the Town of Pawling and the New York State Department of Environmental Conservation and Empire State Chapter of the Soil and Water Conservation Society regulations, standards and guidelines.
5. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall be responsible for all expenses related to the maintenance of the stormwater control measures for the Facilities and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities within ninety (90) days after any conveyance or transfer.
6. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall provide for the periodic inspection of the stormwater control measures for the Facilities, not less than once in every five-year period, to determine the condition and integrity of the measures. Such inspection shall be performed by a professional engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Stormwater Management Officer of the Town of Pawling ("SMO"), within 30 days of the



inspection, a written report of the findings, including recommendations for those actions necessary for the continuation of the stormwater control measures for the Facility.

7. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the Facilities' stormwater control measures except in accordance with prior written approval of the SMO.
8. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall promptly undertake necessary repairs and replacement of the Facilities' stormwater control measures at the direction of the SMO or in accordance with the recommendations of the inspecting engineer.
9. If ever the SMO determines that the Facilities owner has failed to construct or maintain the Facilities' stormwater control measures in accordance with the project plans or has failed to undertake corrective action specified by the SMO or by the inspecting engineer, the SMO is authorized to undertake such steps as reasonably necessary for the construction, preservation, continuation or maintenance of the Facilities' stormwater control measures. The Facilities owner shall be responsible to reimburse the Town for funds expended to compensate for services rendered to the Town under Chapter 171 of the Code. In the event of failure to reimburse the Town for such fees, the Town may seek recovery in the manner provided by the Zoning Code of the Town of Pawling.
10. Any damage to the Facilities caused by the Town in inspecting the said stormwater control system shall be restored, repaired or otherwise remedied by the Town.
11. In the event that the NYSDEC serves a notice of violation upon the Town, brings an administrative complaint against the Town and/or commences a civil suit against the Town due to a violation of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems in effect as of the date of this Agreement, and such notice of violation, administrative complaint or civil suit is a result of, due to a consequence of or the outcome of any action by the Owner, or its successors or assigns, in violation of any of the provisions of this Agreement or of Chapter 171 of the Code, the Owner or its successors or assigns shall indemnify and hold harmless the Town for any and all fines, damages or penalties imposed by the NYSDEC upon the Town.
12. Owner hereby covenants that the Owner is seized of the Premises in fee simple and has good right to execute this Agreement; shall do nothing in the Premises which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further

documents reasonably necessary to assure the benefits of this Agreement to the Town.

13. This Agreement shall run with the land in perpetuity and is binding upon the Owner, its successors and assigns.

Project Plans:

IN WITNESS WHEREOF, the Owner and the Town have executed this Agreement as of the date first herein above set forth.

TOWN OF PAWLING

NAME

By: \_\_\_\_\_  
Supervisor James Schmitt

By: \_\_\_\_\_  
Name

Its: Supervisor

Its: Title \_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person upon behalf of which individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned, personally appeared James Schmitt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

Record & Return to:

Town Attorney  
Hogan & Rossi  
3 Starr Ridge Road, Suite 200  
Brewster, NY 10509

## **SCHEDULE A**

### **Premises Description**

## **SCHEDULE B**

### Project Plans



# Combined Real Estate Transfer Tax Return,

TP-584 (4/13)

New York State Department of Taxation and Finance

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

## Schedule A — Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantor )	Social security number
<input type="checkbox"/> Individual		
<input type="checkbox"/> Corporation	Mailing address	Social security number
<input type="checkbox"/> Partnership		
<input type="checkbox"/> Estate/Trust	City State ZIP code	Federal EIN
<input type="checkbox"/> Single member LLC		
<input type="checkbox"/> Other	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN

Grantee/Transferee	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantee )	Social security number
<input type="checkbox"/> Individual		
<input type="checkbox"/> Corporation	Mailing address	Social security number
<input type="checkbox"/> Partnership		
<input type="checkbox"/> Estate/Trust	City State ZIP code	Federal EIN
<input type="checkbox"/> Single member LLC		
<input type="checkbox"/> Other	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN

Location and description of property conveyed

## Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Tax map designation – Section, block & lot <i>(include dots and dashes)</i>	SWIS code (six digits)	Street address	City, town, or village	County

<i>For recording officer's use</i>	Amount received Schedule B., Part I \$	Date received	Transaction number
------------------------------------	-------------------------------------------	---------------	--------------------



Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	5 <input type="checkbox"/> Commercial/Industrial	Date of conveyance	Percentage of real property
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building conveyed	<div style="border: 1px solid black; width: 150px; height: 20px;"></div>	which is residential
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building	real property % <div style="border: 1px solid black; width: 150px; height: 20px;"></div>	
<input type="checkbox"/>	<input type="checkbox"/>	month day year	
4 <input type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other	interest (attach Form TP-584 1, Schedule E)	
		(see instructions)	

Condition of conveyance (check all that apply) f. ☐ Conveyance which consists of a

a. ☐ Conveyance of fee interest mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)

b. ☐ Acquisition of a controlling interest (state percentage acquired \_\_\_\_\_ %) ☐ g. Conveyance for which credit for tax

c. ☐ Transfer of a controlling interest (state percentage transferred \_\_\_\_\_ %) ☐ h. Conveyance of cooperative apartment(s)

☐ d. Conveyance to cooperative housing corporation ☐ i. Syndication

☐ j. Conveyance of air rights or ☐ k. Contract assignment

☐ e. Conveyance pursuant to or in lieu of development rights foreclosure or enforcement of security ☐ l. Option assignment or surrender

☐ m. Leasehold assignment or surrender ☐ n. Leasehold grant

☐ o. Conveyance of an easement ☐ p. Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)

☐ q. Conveyance of property partly within and partly outside the state ☐ r. Conveyance pursuant to divorce or separation

☐ s. Other (describe) \_\_\_\_\_

**Schedule B — Real estate transfer tax return (Tax Law, Article 31)**

### Part I – Computation of tax due

<b>1</b> Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the <u>exemption</u> <i>claimed box, enter consideration and proceed to Part III</i> ) .....	<b>Exemption</b> <span style="border: 1px solid black; padding: 0 2px;"><b>1</b></span> <b>2</b> Continuing lien
deduction (see instructions if property is taken subject to mortgage or lien) .....	<b>3</b> Taxable
consideration (subtract line 2 from line 1) .....	<b>4</b> Tax: \$2
for each \$500, or fractional part thereof, of consideration on line 3 .....	<b>5</b> Amount of
credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....	
<b>6</b> Total tax due* (subtract line 5 from line 4) .....	

1.		
2.		
3.		
4.		
5.		
6.		

**Part II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

1 Enter amount of consideration for conveyance (from Part I, line 1) ..... 2 Taxable consideration (multiply line 1 by  
the percentage of the premises which is residential real property, as shown in Schedule A) ... 3  
due\* (multiply line 2 by 1% (.01)) .....

1.		
2.		
3.		

Total additional transfer tax

**Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☐
- b. Conveyance is to secure a debt or other obligation ..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐
- e. Conveyance is given in connection with a tax sale ..... e ☐

- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f g. ☐
- Conveyance consists of deed of partition ..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (*attach documents supporting such claim*) ..... k ☐

\*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045.

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### Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (*check the appropriate box*)

- ☐ 1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- ☐ 2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

**Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

Other (*attach detailed explanation*).

☐ 3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

☐

4. The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured \_\_\_\_\_

☐ by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

### Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

\_\_\_\_\_  
Grantor signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Grantee signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Grantor signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Grantee signature

\_\_\_\_\_  
Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045.

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### Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22,

section 663) Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under **Exemptions for nonresident transferor(s)/seller(s)** and sign at bottom.

#### Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

### Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date

Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

## Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I. **Exemption for nonresident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ to \_\_\_\_\_ (see instructions).  
Date Date
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

## Real Estate Transfer Tax Forms if Using a Private Delivery Service

There has been a change to the address that must be used when submitting certain forms through a private delivery service rather than by U.S. Mail.

Send **Form TP-584**, *Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax*, to:

NYS TAX DEPARTMENT  
RETT PROCESSING UNIT  
90 COHOES AVE  
GREEN ISLAND NY 12183-1515

Send **Form TP-588**, *Cooperative Housing Corporation Information Return*, to:

NYS TAX DEPARTMENT  
TDAB – TRANSFER TAX  
90 COHOES AVE  
GREEN ISLAND NY 12183-1515

See Publication 55, *Designated Private Delivery Services*, for information about establishing the date you filed, and for the address to use for other forms.



## Important Notice to Home Buyers

**TP-41**  
(6/16)

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If you are buying residential property and you plan to make it your primary residence, you may be entitled to school tax relief through the New York State STAR credit. To receive this credit, you must register with the Tax Department after you have taken title to the property. To register or to get more information, visit our website at [www.tax.ny.gov](http://www.tax.ny.gov) or call 518-457-2036. Do **not** file an application for the STAR "exemption" with your assessor, since new STAR exemptions will no longer be granted. School tax relief is now provided to new applicants through the STAR credit.

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# Stormwater Management Program

## Appendix N

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No Exposure Certification Form For High Priority Municipal Facilities  
Municipal Facility Assessment Form





Department of  
Environmental  
Conservation

**NO EXPOSURE CERTIFICATION**

**For High Priority Municipal Facilities  
in SPDES MS4 General Permit, GP-0-24-001**

The completed No Exposure Certification must be documented in the SWMP Plan.  
*Please do not submit this form to the Department unless requested.*

**I. Owner/Facility Information**

Owner/Operator Name:

Mailing Address:

City/State/Zip:

Contact Name:

Phone No.:

Facility Name:

Street Address:

City/State/Zip:

County:

Latitude:

Longitude:

**II. Exposure Checklist**

Are any of the following materials or activities exposed to precipitation, now or in the foreseeable future? (Please check either "Yes" or "No" in the appropriate box.) If you answer "Yes" to any of these questions (1) through (11), you are not eligible for no exposure.

YES

NO

1 Using, storing or cleaning machinery or equipment, and areas where residuals from using, storing or cleaning machinery or equipment remain and are exposed to stormwater

2 Materials or residuals on the ground or in stormwater inlets from spills/leaks

4 Material handling equipment (except adequately maintained vehicles)

5 Materials or products during loading/unloading or transporting activities

6 Materials or products stored outdoors (except final products intended for outside use [e.g., new cars] where exposure to stormwater does not result in the discharge of pollutants)

7 Materials contained in open, deteriorated or leaking storage drums, barrels, tanks, and similar containers

8 Materials or products handled/stored on roads or railways owned or maintained by the discharger

9 Waste material (except waste in covered, non-leaking containers [e.g., dumpster])

**III. Certification**

I certify under penalty of law that I have read and understand the eligibility requirements for claiming a condition of "no exposure" and obtaining an exclusion from SPDES stormwater permitting. I certify under penalty of law that there are no discharges of storm water contaminated by exposure to industrial activities or materials from the industrial facility or site identified in this document (except as allowed under 40 CFR 122.26(g)(2)). I understand that I am obligated to submit a no exposure certification form upon request to the NPDES permitting authority or to the operator of the local municipal separate storm sewer system (MS4) into which the facility discharges (where applicable). I understand that I must allow the SPDES permitting authority, or MS4 Operator where the discharge is into the local MS4, to perform inspections to confirm the condition of no exposure and to make such inspection reports publicly available upon request.

Printed Name:

Title/Position:

Signature:

Date:



**Department of  
Environmental  
Conservation**

**Municipal Facility Assessment Form  
For SPDES MS4 General Permit,  
GP-0-24-001**

Assessments must be conducted by a person with the knowledge and skills to assess conditions and activities that could impact stormwater quality at the facility and evaluate the effectiveness of best management practices required by the SPDES MS4 General Permit (GP-0-24-001).

MS4 Permit ID:

MS4 Operator Name:

Facility Name:

Facility Type:

Date:

Weather Conditions:

Is stormwater runoff present during this assessment? ☐ Yes ☐ No

Comments:

**General**

		Yes	No
1	Is this a high priority municipal facility?	<input type="checkbox"/>	<input type="checkbox"/>
2	If this is a high priority municipal facility, does the facility qualify for a No Exposure Certification?	<input type="checkbox"/>	<input type="checkbox"/>
3	If this is a high priority municipal facility, is there a completed SWPPP available?	<input type="checkbox"/>	<input type="checkbox"/>
4	Does the facility have any MS4 outfalls?	<input type="checkbox"/>	<input type="checkbox"/>
5	Does the facility have any interconnections?	<input type="checkbox"/>	<input type="checkbox"/>
6	Does the facility have any municipal facility intraconnections?	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

**Good Housekeeping**

		Yes	No
7	Are paved surfaces free of trash, sediment, and/or debris?	<input type="checkbox"/>	<input type="checkbox"/>
8	Date the paved area was last swept or vacuumed.	<input type="checkbox"/>	<input type="checkbox"/>
9	Do outdoor waste receptacles have covers?	<input type="checkbox"/>	<input type="checkbox"/>
10	Are the waste receptacles emptied on a regular basis?	<input type="checkbox"/>	<input type="checkbox"/>
11	Are there signs of leaks, contaminants or overfilling at the waste receptacle area?	<input type="checkbox"/>	<input type="checkbox"/>
12	Are the following facility areas free of accumulated trash, sediment, debris, contaminants, and spills:	<input type="checkbox"/>	<input type="checkbox"/>
	- Salt storage areas	<input type="checkbox"/>	<input type="checkbox"/>
	- Container storage areas	<input type="checkbox"/>	<input type="checkbox"/>
	- Maintenance areas	<input type="checkbox"/>	<input type="checkbox"/>

	- Staging areas	<input type="checkbox"/>	<input type="checkbox"/>
	- Material stockpile areas	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
<b>Vehicle and Equipment Areas</b>		<input type="checkbox"/> <u>N/A</u>	<b>Yes</b> <b>No</b>
13	Are vehicle/equipment parked indoors or under a roof?	<input type="checkbox"/>	<input type="checkbox"/>
14	Are vehicles/equipment washed in only designated areas?	<input type="checkbox"/>	<input type="checkbox"/>
15	Are vehicles washed regularly to remove contamination and prevent them from polluting stormwater?	<input type="checkbox"/>	<input type="checkbox"/>
16	Is all wash water treated in an oil water separator prior to discharge?	<input type="checkbox"/>	<input type="checkbox"/>
17	Is all wash water managed so it does not enter the MS4?	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
<b>Vehicle/Equipment Maintenance</b>		<input type="checkbox"/> <u>N/A</u>	<b>Yes</b> <b>No</b>
18	Is equipment stored under shelter or elevated and covered?	<input type="checkbox"/>	<input type="checkbox"/>
19	Are fluids drained over a drip pan or pad?	<input type="checkbox"/>	<input type="checkbox"/>
20	Are funnels or pumps used when transferring fluids?	<input type="checkbox"/>	<input type="checkbox"/>
21	Are waste rags and used absorbent pads disposed of properly?	<input type="checkbox"/>	<input type="checkbox"/>
22	Are any vehicles and/or equipment leaking fluids?	<input type="checkbox"/>	<input type="checkbox"/>
23	Are drip pans immediately placed under leaks?	<input type="checkbox"/>	<input type="checkbox"/>
24	Are materials, equipment, and activities located so that leaks are contained in existing containment and diversion systems (confine the storage of leaky or leak-prone vehicles and equipment awaiting maintenance to protected areas)?	<input type="checkbox"/>	<input type="checkbox"/>
25	Are vehicles inspected daily for leaks?		
Comments:			
<b>Fueling areas</b>		<input type="checkbox"/> <u>N/A</u>	<b>Yes</b> <b>No</b>
26	Is fueling performed under a canopy or roof?	<input type="checkbox"/>	<input type="checkbox"/>
27	Are spill cleanup materials available at the fueling area?	<input type="checkbox"/>	<input type="checkbox"/>
28	Are breakaway valves used on fueling hoses?	<input type="checkbox"/>	<input type="checkbox"/>
29	Is the fueling handle lock disconnected so the operator must attend the fueling?	<input type="checkbox"/>	<input type="checkbox"/>
30	Is stormwater runoff from fueling area treated in an oil/water separator?	<input type="checkbox"/>	<input type="checkbox"/>
31	Is the fueling automatic stop inspected regularly to ensure it is working properly?	<input type="checkbox"/>	<input type="checkbox"/>
32	Are all fuel deliveries monitored?	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			

<b><u>Salt Storage Piles or Pile Containing Salt</u></b>		<input type="checkbox"/> <u>N/A</u>	<b>Yes</b>	<b>No</b>
33	Is salt stored in a salt storage building or under a roof?		<input type="checkbox"/>	<input type="checkbox"/>
34	Are controls in place to minimize spills while adding or removing material from the pile?		<input type="checkbox"/>	<input type="checkbox"/>
35	Are salt spills cleaned up promptly?		<input type="checkbox"/>	<input type="checkbox"/>
36	Is overflow and tracked salt removed promptly from loading areas?		<input type="checkbox"/>	<input type="checkbox"/>
37	Is stormwater draining away from the salt pile directed to a vegetated filter area		<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
<b><u>Fluids Management</u></b>		<input type="checkbox"/> <u>N/A</u>	<b>Yes</b>	<b>No</b>
38	Are all drums and containers of fluids stored with proper cover and containment?		<input type="checkbox"/>	<input type="checkbox"/>
39	Are fluids stored in appropriate containers and/or storage cabinets?		<input type="checkbox"/>	<input type="checkbox"/>
40	Are all fluids kept in original containers or labeled in a manner that describes the contents adequately?		<input type="checkbox"/>	<input type="checkbox"/>
41	Are Material Safety Data Sheets (MSDS/SDS) readily available?		<input type="checkbox"/>	<input type="checkbox"/>
42	Are all containers that are stored free of leaks or deposits?		<input type="checkbox"/>	<input type="checkbox"/>
43	Are containers of product inspected regularly?		<input type="checkbox"/>	<input type="checkbox"/>
44	Is used oil and antifreeze stored indoors and/or on spill containment pallets?		<input type="checkbox"/>	<input type="checkbox"/>
45	Is used oil and antifreeze properly disposed of or recycled?		<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
<b><u>Lead Acid Batteries</u></b>		<input type="checkbox"/> <u>N/A</u>	<b>Yes</b>	<b>No</b>
46	Are lead-acid batteries stored indoors on spill containment pallets or in bins?		<input type="checkbox"/>	<input type="checkbox"/>
47	Are intact batteries stored on an acid-resistant rack or tub?		<input type="checkbox"/>	<input type="checkbox"/>
48	Are cracked or leaking batteries stored in labeled, closed, leak-proof containers?		<input type="checkbox"/>	<input type="checkbox"/>
49	Is the date each battery was placed in storage recorded?		<input type="checkbox"/>	<input type="checkbox"/>
50	Are batteries stacked more than 5 high?		<input type="checkbox"/>	<input type="checkbox"/>
51	Are batteries inspected regularly for leaks?		<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
<b><u>Spill Prevention and Response Procedures</u></b>		<input type="checkbox"/> <u>N/A</u>	<b>Yes</b>	<b>No</b>
52	Are vehicles inspected daily for leaks?		<input type="checkbox"/>	<input type="checkbox"/>

53	Is spill control equipment and absorbents readily available?	<input type="checkbox"/>	<input type="checkbox"/>
54	Are emergency phone numbers posted in conspicuous areas?	<input type="checkbox"/>	<input type="checkbox"/>
55	Are spills contained and cleaned up immediately?	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

### **General Material Storage Areas**

☐ N/A

**Yes**

**No**

56	Are leaking or damaged materials stored inside a building or another type of storm resistance shelter?	<input type="checkbox"/>	<input type="checkbox"/>
57	Are all material stockpiles within containment structures (e.g., concrete barriers, earthen berms) or stored in a manner that does not allow discharge of impacted stormwater?	<input type="checkbox"/>	<input type="checkbox"/>
58	Are used fuel tanks and other scrap metal and parts drained of fluids and stored under cover?	<input type="checkbox"/>	<input type="checkbox"/>
59	Are outdoor containers covered?	<input type="checkbox"/>	<input type="checkbox"/>
60	Are piles of spoils, asphalt, debris, etc. stored under a roof or cover?	<input type="checkbox"/>	<input type="checkbox"/>
61	Are spills of material or debris cleaned up promptly?	<input type="checkbox"/>	<input type="checkbox"/>
62	Are used tire storage piles placed away from storm drains or conveyances?	<input type="checkbox"/>	<input type="checkbox"/>
63	Are tires recycled frequently to keep the number of stored tires manageable?	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

### **Stormwater Management**

**Yes**

**No**

64	Are employees trained on the municipal facility procedures?	<input type="checkbox"/>	<input type="checkbox"/>
66	Are BMPs and treatment structures working as designed?	<input type="checkbox"/>	<input type="checkbox"/>
67	Are BMPs and treatment structures free from debris buildup or overgrown vegetation that may impair function?	<input type="checkbox"/>	<input type="checkbox"/>
68	Catch basins should be cleaned in accordance with the timeframes listed in Part VI.F.3.c.iii. / Part VII.F.3.c.iii, depending on the MS4 Operator type. Based on this, do any catch basins need to be cleaned?	<input type="checkbox"/>	<input type="checkbox"/>
69	Are berms, curbing or other methods used to divert and direct discharges adequate and in good condition?	<input type="checkbox"/>	<input type="checkbox"/>
70	Are rooftop drains directed to areas away from pavement?	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

### **Erosion and Sediment Controls**

**Yes**

**No**

71	Are soil stabilization measures (e.g., seed and mulch, rolled erosion control products) considered in areas that have the potential for significant soil erosion?	<input type="checkbox"/>	<input type="checkbox"/>
72	Are natural buffers maintained around surface waters?	<input type="checkbox"/>	<input type="checkbox"/>
73	Are flow velocity dissipation devices in place at monitoring locations and channel outlets (rock riprap, stone check dams, concrete baffles)?	<input type="checkbox"/>	<input type="checkbox"/>
74	Do controls conform to the NYS Standards and Specifications for Erosion and Sediment Control (2016), or equivalent?	<input type="checkbox"/>	<input type="checkbox"/>

Comments:			
<b><u>Corrective Actions and Comment</u></b>			
Describe Inspection findings and if necessary, the corrective actions taken			
Inspector Signature		Date:	

# Stormwater Management Program

## Appendix O

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Pollution Prevention Good Housekeeping for Municipal Operations



# **Pollution Prevention and Good Housekeeping for Municipal Operations**



*Prepared by:*

*Dutchess County Soil and Water Conservation District*

# **Pollution Prevention and Good Housekeeping for Municipal Operations**

December 2017

*Pollution Prevention for Municipal Operations* was prepared by the Dutchess County Soil and Water Conservation District with grant funding provided by the New York State Department of Environmental Conservation.



**Dutchess County Soil and Water Conservation District**

<http://dutchessswcd.org>



**NYS Department of Environmental Conservation**

<http://www.dec.ny.gov/>

## **POLLUTION PREVENTION AND GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS**

### **TOP 15 TAKE HOME MESSAGES**

1. Educate, educate, educate and then reinforce that education regularly.
2. If there is a spill, clean it up as quickly and as completely as possible. Create and follow a spill response procedure – make sure it is used every time there is an incident.
3. A clean, organized, and maintained facility is an environmentally friendly facility.
4. Inspect all aspects of all facilities often, document what you see (see the included worksheet for assistance), and implement improvements. Every facility has room for environmental improvement.
5. When it comes to fertilizers, pesticides, herbicides, and winter sand and salt, use only what you need, when you need it. Reduce the use.
6. Keep paved roadways and areas clean and sweep them as often as possible. Cleaner roads = cleaner catch basins = cleaner and healthier waterbodies and wetlands.
7. Note soil erosion when you see it and correct it as soon as possible, especially in roadside ditches and outfall discharge points. Small problems can turn into large ones rapidly.
8. Inspect outfall locations for soil erosion as well as illicit discharges. If something looks or smells off – report it, investigate it, remove it and document it.
9. Learn your facilities, wetlands, waterbodies, watercourses (permanent and intermittent, impaired and protected), and MS4 system.
10. Maintain organized records. Required reports are prepared in a fraction of the time if you spent minutes a day keeping your records up to date.
11. Communication is imperative between field and office staff. Highway and Recreation Department staff should maintain effective communication with the Stormwater Management Officer.
12. Wash vehicles and equipment using “green” products in green areas. Prevent untreated wash water from entering your MS4 or discharging to a waterbody.
13. Implement an adequate maintenance schedule on vehicles and equipment to reduce the risk of leaks or spills.
14. Maintain buffers around all watercourse and waterbodies. Let Mother Nature maintain water quality for you.
15. Reduce, Renew, Reuse, Recycle, Rebuy.

## BACKGROUND: THE PHASE II STORMWATER PROGRAM

The Phase II Stormwater Program is mandated by the United States Environmental Protection Agency. In New York, responsibility for implementation and enforcement of the program has been delegated to the New York State Department of Environmental Conservation (NYSDEC). The Pollution Prevention/Good Housekeeping program described in this manual pertains to SPDES General Permit for Small Municipal Separate Storm Sewer Systems (MS4s).

An MS4 is defined as *a conveyance or system of conveyances owned by a State, City, Town, Village, or other public entity that discharges to the Waters of the United States and is designed or used to collect or convey stormwater* (includes gutters, pipes, and ditches). An MS4 is not a combined sewer, and is also not part of a Publicly Owned Treatment Works (i.e., sewage treatment plant).

The word "stormwater" by definition means surface runoff water that is the result of rainfall and/or snowmelt exclusively.

There are two ways in which a Municipal Separate Storm Sewer System can be designated as a *regulated* Small MS4.

- The municipality is part of, or drains directly to, an urbanized area of population 50,000 to 100,000. The U.S. Census Bureau defines an *urbanized area* as an area in which population density exceeds 1,000 people per square mile. These are referred to as *automatically designated MS4s*.
- The municipality's separate storm sewer system drains to a water body that is designated as *impaired* on the New York State 303(d) list, or is in the watershed of a body of water for which a *Total Maximum Daily Load* (TMDL) for pollutant loading has been developed. These are referred to as *additionally designated MS4s*.

In the County of Dutchess, the following municipalities are automatically designated MS4s:

- City of Beacon
- City of Poughkeepsie
- Town of Beekman
- Town of East Fishkill
- Town of Fishkill
- Town of Hyde Park
- Town of LaGrange
- Village of Fishkill
- Village of Wappingers Falls
- County of Dutchess
- Town of Union Vale
- Town of Pleasant Valley
- Town of Poughkeepsie
- Town of Wappinger



## Pollution Prevention and Good Housekeeping for Municipal Operations

In the County of Dutchess, the following municipalities are additionally designated MS4s, due to their presence in New York City's East of Hudson watershed, for which a TMDL has been developed:

- Town of Pawling
- Village of Pawling

Communities in New York State that are regulated under the Phase II Stormwater SPDES Permit for Small MS4s are required to have in place a program for pollution prevention. This requirement fulfills Minimum Measure 6 (Pollution Prevention and Good Housekeeping) of the MS4 permit and is related to portions of other permit requirements including Minimum Measure 3 (Illicit Discharge Detection and Elimination), 4 (Construction Site Runoff Control), and 5 (Post-Construction Stormwater Management). The program pertains to all municipal departments, but is of particular concern to highway departments, parks and recreation departments, and all employees who perform outdoor job tasks.

The New York State Department of Environmental Conservation has outlined the necessary components of a Pollution Prevention and Good Housekeeping program as the development and implementation of an operation and maintenance program to reduce pollutant runoff from municipal operations including:

- Stormwater system maintenance and retrofits
- Fleet and building maintenance
- Road construction and maintenance



Program must consider:

- Maintenance activities and schedules
- Controls to reduce/eliminate pollutants from parking lots, storage areas and waste transfer facilities
- Procedures for proper disposal of waste materials removed from storm drains
- Inspection procedures for controls to reduce floatables and other pollutants
- Training for employees

The requirements listed above should be documented in the Notice of Intent (NOI) and subsequent annual reports submitted to New York State Department of Environmental Conservation.

## Pollution Prevention and Good Housekeeping for Municipal Operations

### List of pollutants

Many products commonly used or generated in the home, by businesses and industries, or by municipal employees are a source of pollution when they are intercepted by stormwater. The following are some examples:

- **Soil or fill material:** Soil that has eroded from a construction site, roadway, or stockpile can be carried to water bodies as sediment by stormwater.



- **Concrete, cement, and asphalt:** These substances act the same way as sediment when they enter a waterway, and in some cases can contain harmful byproducts.
- **Oil, fuel, antifreeze, and other automotive fluids:** When these substances leak onto a paved surface, they are easily transported by stormwater into watercourses.
- **Trash and garbage:** Often referred to as “floatables,” trash clogs drainage systems, harms wildlife, and is unpleasant to behold in public settings.
- **Road salt:** Salt applied during the winter months is readily soluble and can alter the chemical characteristics of streams and lakes as residue is carried away by snow meltwater.
- **Paint:** Paint can be a pollutant if used outdoors and not allowed to dry prior to a major rainfall, or if spilt and not properly cleaned up. Paint often contains metals and other chemicals that can be harmful if they enter waterways.



- **Pesticides:** Insecticides and herbicides, some of which contain toxic substances, pose a potential problem if not applied correctly.
- **Fertilizers:** Fertilizer, if applied in excess, can leach nutrients to stormwater, which may harm aquatic ecosystems by causing algal blooms and heavy aquatic plant growth.
- **Hazardous waste:** Battery acids, solvents, detergents, and other materials, if not properly disposed of, can pose varying degrees of environmental threat when mixed with stormwater.
- **Vegetative waste material:** Grass clippings, tree limbs, and leaf litter contain nutrients that can lead to algal blooms in a water body. Decomposition of these materials can cause a decline in water oxygen levels.

## Pollution Prevention and Good Housekeeping for Municipal Operations

- **Scrap metal:** Because it rusts when exposed to the elements and contains varying contents of potentially harmful different types of metal that can be carried into the stormwater drainage system by rain, scrap metal is considered a source of pollution.
- **Pet waste:** Pet wastes are among the many common stormwater pollutants that can degrade water quality. When water (i.e., rain, hose water, sprinklers, etc.) contacts pet wastes the resulting stormwater runoff has been found to contain high concentrations of pathogens such as bacteria, parasites, and viruses. These bacteria can make people and other animals sick, and result in the spread of disease.



## RECEIVING WATER BODIES

An awareness of the location and degree of threat to the various watercourses in a community is of value to the highway department in fulfilling the requirements of the Phase II Stormwater program. Although it is illegal to pollute any body of water in New York State to the extent that a violation of water quality standards occurs, you should know what lakes, streams, and wetlands in your municipality are under special protection through programs and regulations.

The following is an inventory you should create:



- Waters and watersheds for which a Total Maximum Daily Load (TMDL) has been developed by NYSDEC
- Waters that are on the 303(d) list as impaired
- Waters that are on the Priority Water Bodies considered stressed or threatened
- Federally designated wetlands and bodies of water (i.e., listed on the National Wetlands Inventory)
- State-designated wetlands
- City/Town-designated wetlands (if specified in municipal code)
- All permanent streams, intermittent streams, ponds, lakes, canals, and reservoirs to which roadways and other facilities under your jurisdiction drain
- All conveyances and structures within a Municipal Separate Storm Sewer System (MS4), whether enclosed pipes, open ditch, or other
- Take particular note of the wetlands and bodies of water to which municipal highway garages, transfer stations, and municipal parks discharge



## RESPONSIBLE PARTIES

### Stormwater Management Officer

The Stormwater Management Officer (SMO) is an individual identified as the enforcement authority empowered to implement all local laws related to the Phase II Stormwater Program. This individual should be either a municipal official or employed as a member of a municipal department. The duties of the SMO cannot be delegated to a consultant or independent business.



Your municipality also has a Local Stormwater Public Contact, responsible for handling all inquiries from the public regarding the stormwater program. In some municipalities, this individual is the SMO but may be another individual. Many larger communities also have designated a separate person as the Stormwater Program Coordinator, who can work with both the Public Contact and the SMO to address complaints and manage the program.

The SMO is typically a building inspector, code enforcement officer, or environmental planner employed by the municipality, but in some cases it may even be the highway superintendent. The SMO's responsibilities may be shared among several individuals. Highway and recreation departments interact with the SMO in reporting potential violations or threats to water quality (including spills and illicit discharges), developing an inventory of your facilities and a plan for pollution prevention, as well as obtaining required SPDES Phase II General Construction Permit for any activity exceeding an acre in land disturbance.

### Highway/recreation department contact

Within a highway or recreation department, a point of contact should also be established for direct reporting and interaction with the SMO. This person would also be responsible for overseeing the pollution prevention program and ensuring that employees are properly trained in good housekeeping procedures as well as detection of illicit discharges. Usually, these responsibilities will fall to the highway or parks department superintendent but may also lie with the highway foreman.

## INVENTORY YOUR FACILITIES



A critical step in the development of a stormwater pollution prevention program is to inventory all facilities and ensuring that a full understanding exists of all activities that take place at these facilities. In small villages, this may be simply one small highway garage, while in larger towns, cities and counties, materials, equipment, and waste transfer stations may be maintained in several separate locations.

Within the facilities themselves, an inventory should be generated of all vehicles, equipment, materials, and substances that are utilized in the department's operations. Further attention should be paid to the buildings, outdoor storage areas, fueling stations, and drainage systems. See Appendix B for a facility inventory worksheet to assist with this task.

## VEHICLE AND EQUIPMENT MAINTENANCE

### Vehicle washing operations

Vehicle washing, when not done inside or in a containment area, is an immediate pollution threat and can constitute a possible illicit discharge. This is true for two reasons. The "dirt" caked on vehicles, in addition to sediment, can contain a number of harmful pollutants; grass or vegetation clippings can be equally harmful. Additionally, detergents and soaps used in vehicle washing pose a hazard to the environment and to water quality.

Therefore, it is best to wash vehicles inside and be sure that wash water drains to a sanitary sewer rather than a storm sewer. If this is not possible, an impervious concrete wash pad that does not drain to a storm sewer is the next best alternative. Treatment of wash water may be accomplished using an oil-grit separator or grassed filter area. Wastewater can be treated by a number of other devices, but you should check with the manufacturer to determine that the appropriate pollutants are being removed. Erecting a roof over an outdoor wash area keeps rainwater from interacting with the pollutants that may collect on the wash surface.

**Regardless of where or how you wash your equipment fleet, it is advantageous to water quality to use biodegradable materials that are the least toxic products available. Avoid the use of chlorinated solvents. Use detergents or water-based cleaning agents instead.**

## Spills and leaks

Spillage of a number of types of vehicular fluids, including engine oil, gasoline, diesel fuel, hydraulic fluid, coolant or antifreeze, and various automotive fluids, represents a threat to water quality. These substances are readily washed into stormwater drainage systems and then into water bodies or waterways by rainfall.



All machinery and vehicles should be inspected regularly for leakage of oil, gasoline, or other fluids. All leaks should be reported to a supervisor for repair. A logbook should be maintained documenting these inspections, with the date and the person who performed the examination noted. Tanks, pumps, fittings, pipes, and containers should also be inspected routinely for leaks. Here are some general guidelines concerning maintenance and repair of vehicles and equipment:

- If a leaking vehicle enters your facility yard, move it indoors as quickly as possible. Place a drip pan underneath it to contain any fluid prior to and once moved indoors.
- Conduct vehicle repairs and maintenance work, including changing of fluids, indoors. Only emergency repairs should be completed outdoors.
- Where work must be done outdoors, grade, pave, or berm outdoor areas to collect discharge into a sanitary drain.
- Never dump anything down a storm drain or catch basin, or direct a drainage line to a storm drain.

*Please see the section on "spill response procedure," for information on dry cleanup of liquid spills.*

## Reportable measurable goals for vehicle and fleet maintenance

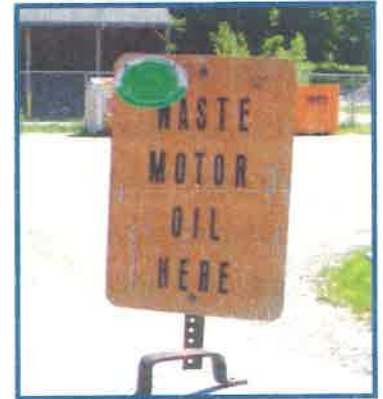
The following list of sample measurable goals regarding vehicle and fleet maintenance is based, in part, on guidance from NYSDEC. Additional detailed information is available in NYSDEC's Self-Assessment Guidance Manual for Pollution Prevention and Good Housekeeping.

- Number of cleanouts of oil and grit separators or similar maintenance operations for site drainage structures.
- Results (quantity) of recycling program for oil, antifreeze, batteries and other chemicals.
- Number or percent of facilities at which proper treatment from disposal of vehicle washwater has been implemented.



## Pollution Prevention and Good Housekeeping for Municipal Operations

- Documentation of vehicle repairs and equipment problems resulting in fluid spills.
- Development and implementation of policies/procedures, and training of staff, with regard to:
  - Vehicle washing wastewater disposal/treatment
  - Site drainage system maintenance and cleanout
  - Recycling
  - Hazardous materials storage
  - Spill prevention/response for vehicle maintenance (e.g., leaks) and repair



## **WASTE MANAGEMENT AND SPILL PREVENTION IN ALL MUNICIPAL OPERATIONS**

### **Good Housekeeping**

Taking reasonable precautions in working with, and the storage of, materials, and in general, keeping a neat and tidy work area (especially outdoors), will go a long way toward prevention of any impacts to stormwater.

- Place a drop cloth or tarp beneath any outdoor work that could produce overspray or debris. This includes painting, finishing, primer application, sanding and filing, sawcutting, drilling, and similar work.
- Sweep up scraps and debris, and properly dispose of wastes, when work is finished – recycle if possible.



- Clean outside parking and storage areas regularly and put the collected material into the garbage – do not sweep it into the street or off the property.
- Collect bulk grease and oil in containers and contact a firm to recycle it.
- Close the lids of dumpsters and garbage containers after every use. It is recommended that the dumpster compartment(s) be kept locked to prevent illegal dumping.

## Pollution Prevention and Good Housekeeping for Municipal Operations

- Do not use dumpsters for liquid wastes, as they are rarely leak-proof.
- Do not place leaky garbage bags into a dumpster without securing them inside an additional unbroken bag.
- Clean floor mats and garbage cans and dispose of wash water, in a janitorial sink rather than in the parking lot or street.
- Use the least toxic cleaning products available, and use them as sparingly as possible. All detergents, even if considered nontoxic or biodegradable, must be filtered and then discharged to a sanitary sewer (not a storm sewer). Filtered solids can be thrown in the garbage unless they are hazardous materials.

Chemicals used in any type of work should be kept securely covered when not being applied, and should be put away indoors when they are not in use. Indoor storage should be kept orderly to avoid indoor spills that can be tracked outside by foot traffic and equipment. Waste oil drums and containers for spent antifreeze and other fluids should be kept closed except when filling. As a precautionary measure, when large quantities of petroleum products or other chemicals (e.g., in drums) are being transported or handled, storm drains should be covered and/or blocked to help contain a spill if one should occur. Transfers of fluids to and from storage and waste tanks should be observed by an individual trained in spill response procedures. Funnels should be used when transferring fluids.



### **Waste Management and Materials Storage**

Chemicals stored outside in large quantities should be kept in a concrete containment area. The containment area not only prevents spilled liquids from entering the stormwater drainage system, but also protects the area from runoff of stormwater from upslope. Containment areas that accumulate rainwater should be drained only if it is certain that no contamination has entered the storage pool. Typically there is a valve that opens a small drainage outlet. Fit all storage tanks with overfill prevention and spill containment implements.

Piles of topsoil, subsoil, gravel, and other materials should be protected to prevent sediment from being carried away by rain or wind. This can be accomplished by placing it on an impervious surface with silt fence downslope of the storage area. Providing cover for the piles would greatly reduce the amount of sediment loss. For long-term storage of topsoil and subsoil, stabilization using seeding and mulching is recommended. Details on acceptable silt fence installation and seeding/mulching methods can be found in the New York Standards and Specifications for Erosion

## Pollution Prevention and Good Housekeeping for Municipal Operations

and Sediment Control.

Many municipalities operate transfer stations at which materials such as glass, metal, paper, plastic, and organic materials such as yard waste can be deposited for recycling or reuse. These facilities should record the results of the recycling program on an annual basis in tons or cubic yards of various materials collected. Scrap metal should be cleaned of hazardous materials before it is stored outside. Fuel, oil, and all other fluids should be removed from salvage vehicles prior to storage. It is important these materials are stored in covered containers or buildings to avoid both exposure to rainfall and to prevent movement offsite by stormwater runoff.



### **Reportable measurable goals for waste management and materials storage**

- Frequency of hazardous material collection events sponsored by the municipality
- Identification and modification of illegal dump sites to discourage illegal dumping
- Municipal recycling program results (tons or cubic yards per year) for glass, metal, paper, plastic, and organic materials
- Development and implementation of policies/procedures, and training of staff, with regard to:



- Prevention of illicit dumping and littering
- Waste reduction and recycling
- Animal waste control
- Household hazardous waste collection

### **ILLEGAL CONNECTIONS TO THE STORMWATER DRAINAGE SYSTEM**

Sanitary sewage (including septic system waste and laundry wash water), vehicle and equipment garage drain effluent, waste motor oil and other automotive fluids, and industrial waste are all considered illicit discharges if they enter the stormwater drainage system, and constitute a violation of the law. Several other categories of discharges must also be targeted for elimination if they are determined by the New York State Department of Environmental Conservation to be substantial contributors of water pollution to the stormwater drainage system. These include foundation drains, roof gutter leaders, water line flushing, uncontaminated groundwater infiltration, water from crawlspace and basement sump pumps, and footing drains, among others.



## Pollution Prevention and Good Housekeeping for Municipal Operations

Municipalities should consider requiring that those with sump pumps discharging to the MS4 install secondary containment for all heating oil tanks located in the basement area. Adequate containment could prevent petroleum products from discharging into the MS4 and then to nearby waterbodies.



Facilities managers should review all types of drainage systems located on their properties and ascertain that there are no existing connections of non-stormwater conveyances to the stormwater drainage system. If such connections are present, a procedure must be developed for their elimination. If a sanitary sewage is found to be discharging to the MS4 either by direct or in-direct connection (e.g., leaching of material from a failing individual sewage system), the County Department of Health should be notified immediately for further investigation.



### **PARK AND OPEN SPACE MAINTENANCE**

Park and recreation area maintenance encompasses a range of activities that can pose a threat to water quality if not done with due care. The following are some ways to minimize the risk:

- Follow the manufacturer's instructions when applying pesticides or fertilizers. Usually these products should not be applied during, or right before or after, rain.
- Ensure that all sprayers and/or spreaders are calibrated to distribute evenly and at the manufacturer's recommended application rate.
- Establish chemical-free buffer zones around water bodies. In these areas, pesticides and fertilizer should not be applied. We recommend a buffer zone of 25 feet be maintained around all streams, lakes, and other water bodies.
- Sweep granular chemicals and/or grass clippings back onto vegetated areas if they fall onto a paved surface. If not done so, they will be washed into storm sewers and then into watercourses with the first significant rainfall. Granular chemicals, like any other substance, can constitute a pollution threat, and grass clippings are typically high in nutrient content due to fertilization.
- Mulch mowing (allowing grass clippings to lie on the lawn) can reduce the need for pesticides, fertilizers, and irrigation. It recycles nutrients immediately back into soil and



## Pollution Prevention and Good Housekeeping for Municipal Operations

holds water in the soil through absorption and by blocking the effects of evaporation.

- Direct blown grass away from the water rather than towards it when mowing lawn areas adjacent to water bodies.
- Never dump grass clippings or other yard waste into a drainage ditch or waterway. They are often laden with nutrients from uptake of fertilizer that lead to algal blooms and subsequent fish kills.
- Sweep up litter and debris from parking lots; do not hose them into storm drains. Trash and yard waste clog storm drains, interfering with their function, and accumulate in streams causing blockages and erosion.
- Plant rain gardens of native drought-resistant and pest-resistant plants, with curb cuts to allow parking lot stormwater to be filtered and treated by them.
- Use pervious pavement or gravel parking lots where possible, particularly in lightly used overflow parking, to reduce stormwater runoff.

**Test your soil to determine how much fertilizer, and in what nutrient ratio, you really need. There is no benefit to overapplication of fertilizer, and in addition to being potentially harmful to the grass, excess nutrients are readily transported by rainwater into the nearest water body or leached into groundwater.**

### **Reportable measurable goals for park and open space maintenance**

- Percent of staff applying pesticides who are NYS Certified Applicators
- Reduction in pesticide usage and/or adoption of alternative pest control approaches (less toxic or persistent products, integrated pest management)
- Reduction in fertilizer usage
- Program established for hull washdown debris control at marina(s)



- Program established for sanding and painting debris and dust control at marina(s)
- Waste tank pump out system at marina available and maintained
- Procedure in place for proper drainage and discharge of swimming pool water
- Dates of most recent inspection and pump out for septic systems
- Documentation of any problems in septic system operation
- Ordinance in place for proper collection and disposal of pet wastes (from parks, public sidewalks, and streets)

## Pollution Prevention and Good Housekeeping for Municipal Operations

- Management of ponds and bodies of water and their surrounding vegetation to discourage nuisance waterfowl
- Development and implementation of policies/procedures, and training of staff, with regard to:

Alongside ponds, lakes, and larger streams, nuisance waterfowl such as Canada geese are a significant threat to water quality. Their waste contains high levels of nitrogen and phosphorus compounds and when large numbers of waterfowl congregate in an area, it can lead to rapid algal blooms. Rather than mowing to the edge of the water, it is recommended that a buffer of taller grass and shrubs be maintained. This discourages waterfowl because it allows predators to hide.

- Integrated pest management and use of pesticide alternatives
- Fertilizer use, alternatives, and reductions
- Pesticide and fertilizer usage records
- Hazardous materials storage
- Erosion control practices
- Boat cleaning and painting operations
- Pump outs and haul-out pit maintenance
- Alternative discharge options for chlorinated water
- Inspection, maintenance, and pump out of septic systems and associated record keeping
- Pet waste control, education, and enforcement

## MUNICIPAL BUILDING MAINTENANCE

Municipal buildings can include highway garages, repair garages, parks department storage buildings, town halls, police stations, fire stations, and libraries, as well as any number of other municipal facilities. Some of these facilities, because of the storage and use of vehicles, equipment, and potentially polluting materials, require extra attention to protect water quality. Others, such as office buildings, simply require management of runoff and care in the occasional use of chemical substances to prevent pollution. Handling of stormwater drainage from parking lots, rooftops, and outdoor storage and staging areas should revolve around the principal of *"keeping clean water clean"*:

- Roof downspouts should be directed to stormwater management areas or immediately offsite rather discharging water to areas where it can pick up additional pollutants.
- Wherever possible, surface runoff should be directed away from vehicle or materials storage areas that may contain a higher risk of exposure of stormwater to pollutants.
- Drainage in these areas should be contained in as



## Pollution Prevention and Good Housekeeping for Municipal Operations

small an area as possible and treated before being discharged offsite.

- Where soil conditions allow, infiltration of stormwater should be incorporated as a treatment practice.

Buildings that do not utilize public sewage treatment systems will require onsite septic system inspection and maintenance. This means that regular inspection (at least once every two years) and pump out (generally once every 3 to 4 years) should be completed and documented. Any failures or maintenance problems should likewise be addressed and the actions taken should be recorded.

**Many public office buildings employ maintenance staff or contract with a cleaning company to perform routine janitorial tasks. It is important that these personnel are made fully aware of the policies and procedures outlined in this section.**

Products used in cleaning and maintenance of facilities should, where possible, be biodegradable and pose a minimum threat to the environment. As further discussed in the section on Waste Management, recycling procedures should be employed wherever possible. Concerning the maintenance of building grounds, many of the procedures described in the section on Parks and Open Space Maintenance are likely to also be relevant here.

For details on storage and containment, spill prevention, and spill response procedures for petroleum products and hazardous materials, see the sections on *"waste management and materials storage"* and *"spill response procedure."*





## STORMWATER DRAINAGE, CONVEYANCE, AND TREATMENT SYSTEM MAINTENANCE

### Ditch cleanout and maintenance

Many highway departments maintain roadside ditches as open and unobstructed waterways. Stabilize ditches with vegetation immediately following cleanout to avoid causing erosion and sediment deposition as a result of necessary maintenance. This can be most easily accomplished through use of a hydroseeder. Vegetation should be allowed to establish and should only be removed when sediment accumulation in the ditch becomes excessive and compromise its function. On ditches where the design velocity exceeds 5.0 ft/sec, vegetation is insufficient to provide soil stabilization and sediment trapping capacity, and the use of rock riprap or other reinforcement practices becomes necessary. Ditch stabilization practices should be designed and implemented using guidance from the New York Standards and Specifications for Erosion and Sediment Control.



### Catch basin and inline structure cleanout procedures

All catch basins should be examined regularly (twice per year is recommended) to determine if cleanout is necessary. More frequent monitoring and maintenance may be necessary in areas where soil disturbance or construction is occurring nearby.

A bucket or vacuum truck may generally be utilized to scoop accumulated material out of catch basins. These spoils should be disposed of in such a way to minimize contact with stormwater and bodies of water. This may mean sending spoils to a sanitary landfill, composting them, or using them as fill material in an area where they will be securely buried and unlikely to come into any contact with either groundwater or surface water. Prior to reuse of the material, consider testing it to determine if it is a polluted (e.g., hazardous waste) material.

Stormwater outfalls themselves must be kept clear of blockages and debris so that they are able to properly transport water. Sediment trapped within conveyance pipes should be periodically removed by a pressure washing procedure.

## Pollution Prevention and Good Housekeeping for Municipal Operations

Other constructed stormwater management structures, such as Vortech<sup>TM</sup> or Stormceptor<sup>TM</sup> units, may require a different maintenance procedure. Check with the manufacturer to find out the required frequency of maintenance. The above names are offered as illustrative examples.

Dutchess County Soil and Water Conservation District does not endorse any particular manufacturer or product of inline stormwater structures.

### **Reportable Measurable Goals for Stormwater Drainage, Conveyance, and Treatment System Maintenance**

- Quantity (tons or cubic yards per year) of material cleaned from structures in the stormwater drainage, conveyance, and treatment system (also expressed as percentage of sand applied during winter road maintenance)
- Length of storm drain pipe cleaned
- Number of outfalls cleaned (also express as percentage of total number in municipality of possible)
- Number of catch basin sumps inspected and cleaned (also express as percentages of total number in municipality if possible)
- Any upgrades or technology improvements in overall system
- Development, and implementation of policies/procedures, and training of staff, with regard to:

**A rule of thumb is that catch basin sumps should be cleaned out when they are one half to three quarters full. Sumps are rarely able to completely fill up with sediment because the top layer of sediment is continually washed out due to the velocity of water to and from adjacent pipes. This means that partially full sumps may not be functioning in capturing sediment.**



- Priority setting for different portions of the system based on waterbody impacts and listed waters
- Inspection of system components and recordkeeping/frequency tracking
- Technology improvements and installation
- Maintenance, repair, stabilization, and cleanout of system components
- Public education and communications



## STREET AND BRIDGE MAINTENANCE



### Street sweeping

All roadways within a municipality should be swept annually, at a minimum, and more frequently if possible in areas where construction is taking place or in low lying areas where sediment collects. Sweeping removes not only sediment, but also trash, leaf litter, and other debris. Spoils should be disposed of appropriately as described above under "Catch basin and inline structure cleanout procedures."

### Bridge and culvert maintenance

Improper sizing or maintenance of bridges and culverts crossing streams or bodies of water can lead to significant erosion and subsequent discharges of sediment to receiving water bodies.

Keeping these crossing points stable is an important part of any street or bridge maintenance program. Proper erosion and sediment control techniques based on the New York Standards and Specifications for Erosion and Sediment Control should be employed when bridge or culvert replacement is undertaken. Careful attention to stabilization and minimization of the impact to adjacent streambanks is also critical.



### Reportable measurable goals for Street and Bridge Maintenance



- Quantity (tons or cubic yards per year) of debris and material cleaned from streets, sidewalks, and parking lots within calendar year (also expressed as percentage of sand applied during winter road maintenance)
- Number of culverts inspected, repaired, and replaced
- Miles of street swept annually as a percentage of total miles in the municipality.

## Pollution Prevention and Good Housekeeping for Municipal Operations

- Number of bridge repair/replacement projects with incorporated pollution prevention or streambank erosion control components
- Development, staff training, and implementation for policies regarding:



- Street cleaning prioritization strategy
- Schedules and frequency for streets sweeping
- Schedules and frequency for culvert inspection and repair
- Sidewalk and municipally owned parking lot cleaning
- Pollution prevention and streambank erosion control in bridge maintenance

## WINTER ROAD MAINTENANCE

### Salt storage and handling

Proper storage and careful handling of deicing materials prevents them from becoming a threat to water quality at municipal facilities. Here are some general guidelines:

- Outdoor loading facilities should be equipped with a catch basin of sufficient capacity to handle the residue.
- Storage facility foundations are to be above the elevation of the surrounding area and should have a 0.5% slope away from the entranceway.
- Salt storage facilities should be covered and rainproof.
- Inspections for structural integrity should be performed periodically and repairs made as needed.



### Applying deicing materials

Balancing the need for adequate winter road maintenance to maintain public safety with concerns for water quality represents a substantial challenge. Most products commonly used on roadways have the potential to result in negative impacts to water quality. Heavy use of sand necessitates more frequent street sweeping and cleaning of catch basins to prevent sedimentation, while excessive salt use results in water quality impacts.



## Pollution Prevention and Good Housekeeping for Municipal Operations

Salt brine is also used as a prewetting additive to conventional road salt or as an exclusive deicing material. Prewetting is the process of spraying deicing salt with a solution of liquid chemical before spreading the salt on the roadway.

Studies have shown that prewetting the salt helps it work more effectively as a deicing agent for two reasons: First, wet salt clings to the road instead of bouncing off or being swept off by traffic. This

results in a decrease in the amount of salt spread, thus saving money and minimizing the impact on the environment. Second, to be effective as a deicing agent, salt requires moisture. Prewetting the salt ensures that there will be enough moisture to facilitate the melting process even when temperatures drop below freezing.



Here are some guidelines that can be followed to minimize these water quality impacts:



- Do not discharge excess salt or sand left on the roadways into a catch basin or directly into a stream or lake. This material should be swept up from the roadway with sweeping or scrubbing equipment and properly discarded.
- Maintain equipment and materials (including spreaders, road-weather systems, sand-salt mixture composition) properly.
- Calibrate equipment to manufacturer-recommended levels.
- Decisions about where and how much material to use should be made based on both public need and potential water quality impacts, with attention being paid to priority and listed water bodies.
- Remain up-to-date with available improvements to technology.

**Reportable measurable goals for Winter Road Maintenance**

- Inspection/repair of salt storage facilities and practices to ensure adequate cover of all deicing materials
- Calibration, testing, and maintenance of application technology equipment
- Reduction in overall sand or salt usage as a result of material selection, improved technology, application strategy, or staff training (e.g., annual tons)
- Development, and implementation of policies/procedures, and training of staff, with regard to:
  - Deicing material storage methods
  - Storage site operations and cleanup
  - Salt reduction options, including alternative methods
  - Improved application technologies
  - Maintenance of application equipment
  - Drinking water well considerations, including private wells



## SPILL RESPONSE PROCEDURE

Any release (leak or spill) of a petroleum product must be reported to NYSDEC, unless all four of the following criteria are met:

1. The spilled material is known to be less than five (5) gallons in quantity
2. The spill is contained and under the control of the spiller
3. The spill has not, and will not, reach the waters or lands of New York State
4. The spill is cleaned within two (2) hours of discovery

If any of the above criteria are not met, or are in doubt, the NYSDEC Spill Response Unit should be contacted at 1-800-457-7362.

If the person(s) responsible for the spill is (are) unknown, it is the responsibility of the person who discovers the spill to notify NYSDEC. The following information should be provided when calling the hotline:

- Name of the person making the report and his (her) relationship to any person who might be responsible for the spill
- Time and date of the discharge or discovery of the discharge
- Probable source of the discharge
- Location of the discharge in relation to bodies of water
- The type of petroleum discharged
- Possible health, fire, or explosion hazards resulting from the discharge
- The amount of petroleum discharged
- Current and anticipated cleanup and response actions
- Personnel currently at the discharge site
- Other government agencies that have been, or will be, notified



For other hazardous substances, NYSDEC must be notified in a similar manner of discharges that exceed the reportable quantity (RQ). A listing of hazardous substances, with RQs, is available from NYSDEC's website (6 NYCRR Part 597, [www.dec.ny.gov/docs/remediation\\_hudson\\_pdf/part597text.pdf](http://www.dec.ny.gov/docs/remediation_hudson_pdf/part597text.pdf)).

## Pollution Prevention and Good Housekeeping for Municipal Operations

If there is an immediate health threat, or a fire or explosion hazard, call 911. Generally, spills of hazardous substances also necessitate the contacting of fire or emergency services.

If it is safe to approach the scene, spills are to be contained as close to the source as possible with a dike of absorbent materials from an emergency spill kit. Additional dikes should be constructed around storm drains, catch basins, and stormwater conveyances. Any contaminated spill residuals and oily debris should be set aside for proper treatment/disposal.

If a drinking water supply is expected to be contaminated as a result of the spill, the Dutchess County Department of Health must be notified at (845) 486-3404. The Department of Health will provide further guidance once they are contacted.

See Appendix J for an example spill response procedure poster to display within each municipal facility with chemical storage.

## **EMPLOYEE TRAINING**

A pollution prevention training program is required for all highway and recreation department employees. The program should encompass the following topics:

- Good housekeeping and spill prevention practices, as detailed in this manual, which should become part of daily operations
- Spill response procedures including notification requirements, who to contact, location of emergency spill response equipment, and what actions to take under different circumstances or types of spills
- Management practices for handling hazardous materials, both new and waste products
- Documentation procedures for vehicle maintenance, catch basin cleanouts, street sweeping, spills, and materials and equipment inventory

An attendance sheet should be kept for each training session given to document that all employees have been fully trained. Training should be conducted annually, as well as when changes are made to the program. It may be most efficient to combine this type of training with other training programs, such as safety education and hazardous materials training.

All employees should be provided with a copy of this manual for review.

# Appendices

Pollution Prevention and Good Housekeeping for Municipal Operations

**Appendix A. Employee certification.**

I, \_\_\_\_\_ herby certify that I have received a copy of the *Pollution*  
(Print Name)  
*Prevention for Municipal Operations Manual* on \_\_\_\_\_ and that I have  
(Date)  
reviewed and understand all information contained within it.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

Total time spent reviewing and/or attending training regarding this manual = \_\_\_\_\_ hours

\* This signed certification shall be kept in the employee's file for the duration of their tenure with the municipality. Additionally, NYSDEC shall be notified of this certification as part of the municipality's Phase II stormwater program.

Pollution Prevention and Good Housekeeping for Municipal Operations

**Appendix B. Facility inventory worksheet.**

Name of facility: \_\_\_\_\_

Location of facility: \_\_\_\_\_

Outdoor Survey:

1. Where does rainwater runoff from roofs and parking areas drains to?
  - a. Is this water treated prior to discharge into a receiving water body?
2. Are there any catch basins on the property?
  - a. Where do they discharge?
  - b. Is there inspection program in place to insure proper operation and maintenance?
  - c. Is there erosion or excessive sediment at the discharge point?
3. How is the following stored prior to pick up?
  - a. trash and garbage
  - b. scrap metal
  - c. recyclable material
  - d. Other
4. Are all storage containers covered?
5. How and where are sand and salt stored?
  - a. Is the surface pervious or impervious?
  - b. Is the material covered or uncovered?
  - c. Is the salt/sand loading area swept to remove excess material?
6. What equipment is stored outdoors?
  - a. What is under cover?
  - b. What is exposed to the elements?
  - c. Are there any signs of spills or leaks?
7. Is there a gas pump(s) at this location? {Note: see NYSDEC- Division of Environmental Remediation (Bulk Storage Help Line: (518) 402-9543) for information about bulk petroleum storage and permit requirements}
  - a. What size are the tank(s)?
  - b. Above or below ground?
  - c. Are the tanks double or single walled?
  - d. Is there cathodic protection?
  - e. When was the last visual tank inspection (recommended monthly)?
  - f. When was the last tightness test conducted (if required, every five years)?
  - g. Is the dispensing area (e.g., gas pumps) covered?
  - h. Is there an automatic shut off switch?
  - i. Is the pumping area contained in case of spillage (e.g., bermed, sloped)



## Pollution Prevention and Good Housekeeping for Municipal Operations

### Indoor Survey:

1. Are there any active floor drain(s) in the facility?
  - a. What activities occur within drainage distance?
  - b. Where do the floor drain(s) discharge?
2. How and where are the following stored (see Appendix E for a chemical substances inventory sheet)?
  - a. Motor oil
  - b. Waste oil
  - c. Paints
  - d. Cleaning solvents
  - e. Antifreeze
  - f. Other automotive maintenance fluids
  - g. Other liquid chemicals
3. How are waste fuel oil and used automotive fluids recycled?
4. Are heating oil, fuels, hydraulic fluid, and motor oil stored in tanks or drums?
  - a. What is the condition of the tanks or drums?
  - b. Do these containers have secondary containment structures to provide a reservoir for holding back of the fluid in the event of a spill?
  - c. Are there any signs of leaks or staining?
5. Is there a maintenance schedule for vehicles and equipment?
6. Are Material Safety Data Sheets (MSDS) readily accessible?
7. Is a spill cleanup kit containing absorbent pads, household cat litter, or other absorbent materials readily available?
8. Are there signs posted stating steps to be taken in the event of a spill (example: Contain spill if possible, call 911, call NYSDEC)

Comments:

Corrective Actions Taken as a Result of this Inventory:

Inventory completed by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date/Time:

\_\_\_\_\_  
Signature

## Appendix C. Spill response log.

[illegible]

#### Appendix D. Sample vehicle repair log for fluid leaks.

[illegible]

## Appendix F. Catch basin inspection and clean out log.

[illegible]

## Appendix G. Culvert and road-side ditch inspection and clean out.

[illegible]

# Appendix H. Outfall inspection and clean out.

Date/Time: \_\_\_\_\_

Weather (last 72 hours): \_\_\_\_\_

Person Reporting: \_\_\_\_\_

Total man hours spent on task = \_\_\_\_\_ hrs

<b>Outfall ID</b>								
<b>Closest roadway</b>								
<b>Type of outlet protection</b>								
<b>Outlet protection ok? (Y/N)</b>								
<b>Debris/sediment blockage (Y/N)</b>								
<b>Erosion/scour present (Y/N)</b>								
<b>Excess sediment, debris, and/or trash</b>								
<b>Functioning?</b>								
<b>Odor?</b>								
<b>Color?</b>								
<b>Foam (Y/N)?</b>								
<b>Algae growth (Y/N)?</b>								
<b>Amount of material removed</b>								
<b>Repairs/Cleaning needed</b>								
<b>Possible illicit connections</b>								
<b>Notes</b>								

## Appendix I. Street sweeping log.

[illegible]



**Appendix J. Example spill response procedures poster.**

# In Case of a Spill...

**1. Contain spill (if possible).**

A. Prevent spill from entering nearby catch basins/drains/water bodies (if possible)

**2. Determine the size of the spill (volume) and the material spilled**

**3. Notify Spill Response Contact**

Primary Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Alternate 1: \_\_\_\_\_ Phone #: \_\_\_\_\_

Alternate 2: \_\_\_\_\_ Phone #: \_\_\_\_\_

**4. If 5 gallons or more**

A. Call 911!

B. Notify NYSDEC Spill Response Unit – (800) 457-7362\*\*

**5. If less than 5 gallons**

A. Call 911 if you don't feel you can clean up the spill safely and/or completely

B. Obtain the MSDS for the substance

C. Use proper PPE

D. Absorb spill with proper material (see Spill Kit (if applicable))

E. Properly clean up and dispose of waste spill containment material

F. Document spill and clean up activities

G. Notify NYSDEC Spill Response Unit – (800) 457-7362\*\*

H. If applicable, address cause of spill to prevent it from happening again in the future

\*\* Any release (leak or spill) of a petroleum product must be reported to NYSDEC, unless all four of the following criteria are met:

1. The spilled material is known to be less than five (5) gallons in quantity
2. The spill is contained and under the control of the spiller
3. The spill has not, and will not, reach the waters or lands of New York State
4. The spill is cleaned within two (2) hours of discovery

## **Highway Department Facilities and Maintenance**

- Plow snow and spread ice control on over Township roadways.
- Municipal Separate Storm Water Sewers Systems MS4.
- MS4 Retrofit Plan program.
- Pollution Prevention/Good Housekeeping for Highway Operations.
- Infrastructure mapping.
- Drainage Maintenance: Including cleaning and reshaping roadside ditches, repairing damaged drainage structures.
- Street Maintenance: Including pothole repair, patching, curb and gutter repair, crack sealing, milling, base repair, paving and guardrail repair along Township roadways.
- Street Resurfacing: Based on a pavement assessment program that evaluates pavement conditions and resurfacing, yearly.
- Storm Sewer Repairs.
- Bridge inspections management and repairs systems.
- Mow along township right-of-way.
- Maintenance of right of ways.
- Maintain culverts along township roadways.
- Maintain, repair and/or replace warning, informational and regulatory signs and posts.
- Sweep up loose gravel and debris on township roads.
- Removal of dead animals in the public road right-of-way.
- Trim and remove trees and branches that interfere with safe vehicle operation and/or visibility.
- OSHA- Safety management.
- Bulk Pick up, yearly. Record retention.
- Traffic Markings: stop lines, railroad crossings, etc.
- Chipping of Brush.
- Petroleum storage and record keeping for Town and Village.
- Work zone traffic control.
- Maintenance and repairs of Highway vehicles.
- Litter control.
- IDDE Illicit Discharge Detection and Elimination, record retention.
- Street sweeping, record retention.
- Catch Basin inspection, cleaning and record retention.
- Outfall inspections and repairs.
- Yearly highway facility evaluation and record retention
- Municipal operation, record retention for Transfer Station

Pollution Prevention and Good Housekeeping for Municipal Operations

**Appendix B. Facility inventory worksheet.**

Name of facility: \_\_\_\_\_

Location of facility: \_\_\_\_\_

Outdoor Survey:

1. Where does rainwater runoff from roofs and parking areas drains to?
  - a. Is this water treated prior to discharge into a receiving water body?
2. Are there any catch basins on the property?
  - a. Where do they discharge?
  - b. Is there inspection program in place to insure proper operation and maintenance?
  - c. Is there erosion or excessive sediment at the discharge point?
3. How is the following stored prior to pick up?
  - a. trash and garbage
  - b. scrap metal
  - c. recyclable material
  - d. Other
4. Are all storage containers covered?
5. How and where are sand and salt stored?
  - a. Is the surface pervious or impervious?
  - b. Is the material covered or uncovered?
  - c. Is the salt/sand loading area swept to remove excess material?
6. What equipment is stored outdoors?
  - a. What is under cover?
  - b. What is exposed to the elements?
  - c. Are there any signs of spills or leaks?
7. Is there a gas pump(s) at this location? {Note: see NYSDEC- Division of Environmental Remediation (Bulk Storage Help Line: (518) 402-9543) for information about bulk petroleum storage and permit requirements}
  - a. What size are the tank(s)?
  - b. Above or below ground?
  - c. Are the tanks double or single walled?
  - d. Is there cathodic protection?
  - e. When was the last visual tank inspection (recommended monthly)?
  - f. When was the last tightness test conducted (if required, every five years)?
  - g. Is the dispensing area (e.g., gas pumps) covered?
  - h. Is there an automatic shut off switch?
  - i. Is the pumping area contained in case of spillage (e.g., bermed, sloped)

## Pollution Prevention and Good Housekeeping for Municipal Operations

### Indoor Survey:

1. Are there any active floor drain(s) in the facility?
  - a. What activities occur within drainage distance?
  - b. Where do the floor drain(s) discharge?
2. How and where are the following stored (see Appendix E for a chemical substances inventory sheet)?
  - a. Motor oil
  - b. Waste oil
  - c. Paints
  - d. Cleaning solvents
  - e. Antifreeze
  - f. Other automotive maintenance fluids
  - g. Other liquid chemicals
3. How are waste fuel oil and used automotive fluids recycled?
4. Are heating oil, fuels, hydraulic fluid, and motor oil stored in tanks or drums?
  - a. What is the condition of the tanks or drums?
  - b. Do these containers have secondary containment structures to provide a reservoir for holding back of the fluid in the event of a spill?
  - c. Are there any signs of leaks or staining?
5. Is there a maintenance schedule for vehicles and equipment?
6. Are Material Safety Data Sheets (MSDS) readily accessible?
7. Is a spill cleanup kit containing absorbent pads, household cat litter, or other absorbent materials readily available?
8. Are there signs posted stating steps to be taken in the event of a spill (example: Contain spill if possible, call 911, call NYSDEC)

Comments:

Corrective Actions Taken as a Result of this Inventory:

Inventory completed by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date/Time:

\_\_\_\_\_  
Signature

# Stormwater Management Program

## Appendix P

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Septic System Data and Inspection Form



**TOWN OF PAWLING**  
*The pride of the Harlem Valley*  
160 Charles Colman Blvd.  
Pawling, NY 12564  
Code Enforcement Office (845) 855-3244

**SEPTIC SYSTEM DATA AND INSPECTION FORM**  
PLEASE PRINT CLEARLY – YOU ARE MAKING MULTIPLE COPIES

In accordance with Local Law # 4-2011 this form and a paid receipt for a pump-out and inspection service shall be submitted within thirty (30) days of service to the Town of Pawling Stormwater Management Officer/Code Enforcement Officer.

Contact person must be indicated only if customer serviced is other than a single-family residence.

Property Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Property Address: \_\_\_\_\_

Tax Grid I.D. #: 134089- \_\_\_\_\_

Service Provider Company Name: \_\_\_\_\_

Inspector Name: \_\_\_\_\_ NYSDEC License #: \_\_\_\_\_

Property Type (circle): Single Family Multi-Family Commercial Industrial Other: \_\_\_\_\_

Indicate the number of each type of component evacuated and the gallons evacuated from each component.

Number	Gallons	Sludge Layer % of Component w/sludge layer (feet)
--------	---------	------------------------------------------------------

\_\_\_\_\_ Septic Tank \_\_\_\_\_

\_\_\_\_\_ Cesspool \_\_\_\_\_

\_\_\_\_\_ Seepage Pit \_\_\_\_\_

\_\_\_\_\_ Other \_\_\_\_\_ Describe \_\_\_\_\_

Is there any evidence of exposed or discharged septage onto the ground surface? (circle): Yes No

Structural integrity of component, i.e. septic tank, cesspool, seepage pit, etc. (circle): Good Fair Poor

Type of septic tank: Concrete \_\_\_\_\_ Steel \_\_\_\_\_ HDPE \_\_\_\_\_ Other \_\_\_\_\_ N/A \_\_\_\_\_

Is there any wastewater or drainback from drainfield during pump out? (circle) Yes No

Are there any other observable signs of septic system malfunction or failure? (circle) Yes No

Describe: \_\_\_\_\_

If all questions are "No", then: No further investigation \_\_\_\_\_

If any question is "Yes", then: Detailed investigation needed \_\_\_\_\_

Signature of Inspector: \_\_\_\_\_ Date: \_\_\_\_\_

**\*Owner Disclaimer:** The undersigned, under penalty of law, declares that I / we have reviewed all of the above referenced information and that it is true and accurate to the best of our knowledge and belief and that I / we have not made any false or fraudulent statements or representations therein.

\_\_\_\_\_ Owner Dated: \_\_\_\_\_

\_\_\_\_\_ Owner Dated: \_\_\_\_\_

**For Office Use Only:** Referred to DCDH: Yes \_\_\_\_\_ No \_\_\_\_\_ Date of Referral: \_\_\_\_\_

# Stormwater Management Program

## Appendix Q

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Phosphorous Reduction Brochure

Home Owners Guide to Septic Systems Brochure

Rain Down the Drain Brochure



# Lawn Care Calendar



## Seasonal tips for lawn care

Early spring: Test soil; Rake in  
compost (for organic lawn care);  
Aerate soil if re-seeding, re-seed;  
Mow at 3 inches or higher

Late Spring: Mow at 3 inches or  
higher; Compost clippings if there  
are dandelions

Summer: Fertilize as needed;  
Mow at 2 inches or higher; Water  
once per week if there is no pre-  
cipitation

Early fall: Mow at 2 inches or  
higher; Re-seed with indigenous  
grasses (for organic lawn care)

Late fall: Mow at 2 inches or high-  
er; Compost clippings if you have  
a lot of leaves or debris



c/o Dutchess County  
Soil and Water  
Conservation District  
Farm and Home Center  
2715 Route 44, Suite 3  
Millbrook, NY 12545  
Phone: 845-677-8011  
[www.dutchesswcd.org](http://www.dutchesswcd.org)



<https://www.facebook.com/pages/Dutchess-County-MS4-Coordination-Committee/246740025520089>

This brochure was prepared with funding from the Dutchess County MS4 Coordination Committee. Thanks to Cornell Cooperative Extension, Lawn to Lake.org, Grassroots Healthy Lawn Program, and Washington State Department of Ecology for assisting with information provided herein. Please visit New York Department of Conservation's website for details regarding fertilizer application restrictions at [www.dec.ny.gov](http://www.dec.ny.gov)

**PHOSPHORUS  
REDUCTION  
WILL REDUCE  
SURFACE  
WATER AND  
PROTECT  
GROUNDWATER**



**Tips for  
reducing  
phosphorus  
impacts**

2017

# Caring for your healthy lawn...

## Fertilizing

### Facts



Fertilizer bags indicate N-P-K nutrient content. Save money by measuring the surface area of your lawn to determine how much fertilizer to purchase.

"0" phosphorus in fertilizer sold in New York state as of 2012

**N (nitrogen):** Choose a product with low nitrogen or slow-release forms of nitrogen such as urea, formaldehyde, IBDU or sulfur-coated urea. Aim to apply 1 lb of nitrogen per 1,000 square feet of lawn area.

**P (phosphorus):** As of 2012, phosphorus-containing fertilizer is no longer for sale in New York State. Phosphorus application is also restricted in New York State – only allowed if you are establishing a new lawn or if a test shows that the lawn is P-deficient. Soil tests provide results for the concentration of P and potassium (K). If a soil test indicates that your lawn is already high in P and K, choose a fertilizer with 21-0-0 or 46-0-0. If your soil has low P and K concentrations, choose a fertilizer with a higher K ratio such as 23-0-6.

## What can YOU do to reduce phosphorus impacts?

- **Watering**  
Water in the early morning if there is less than one inch of rain per week.
- **Mowing**  
Mow at 3 inches (or more) above the ground surface during spring and fall and at 2 inches during summer. Cut off no more than 1/3 of the grass blade at a time. Leave grass clippings on the lawn in order to return nutrients to the lawn. Consider bagging and composting clippings or use a mulching mower.
- **Aeration**  
Aerate your lawn (via tiller or raking) if it is compacted or has a thick layer of thatch to improve the lawn's capacity for water absorption.
- **Clean up**  
Pick up any extra fertilizer or grass clippings that might accidentally be left on the pavement so that the fertilizer and clippings do not end up in local waterbodies causing excessive algal growth.
- **Septic Systems**  
Address failing septic systems that contribute phosphorus into stormwater conveyance systems
- **Pet Waste**  
Clean up pet waste and dispose of it properly to prevent it from entering storm drains.

## WHEN YOU'RE FERTILIZING THE LAWN, REMEMBER YOU'RE NOT JUST FERTILIZING THE LAWN



Lawns need nutrients in fertilizer to stay green and healthy. However, when too much fertilizer is applied, it can wash off the lawn during rain events. Nutrients then flow through storm sewers into local waterbodies where they become an energy source for algae and aquatic weeds. Use these tips to keep your local waterbodies clean while enjoying a healthy lawn.

To learn more about the impacts of Phosphorus and regulation in New York State visit:

<http://www.dec.ny.gov/chemical/67239.html#impact>

<http://www.dec.ny.gov/chemical/74885.html>

## **SIGNS OF A FAILING SYSTEM**

The most obvious septic system failures are easy to spot. Check for pooling water or muddy soil around your septic system. Notice whether your toilet or sink backs up when you flush or do laundry. You might also notice strips of bright green grass over the drain field.

When partially treated wastewater contaminates groundwater, it can result in the pollution of wells or nearby, lakes, rivers and streams. This type of failure is not easy to detect. Check with a septic system professional or Dutchess County Department of Health if you suspect failure.

## **SPECIAL CONSIDERATION**

### **GARBAGE DISPOSAL**

Eliminating the use of a garbage disposal can reduce the amount of grease and solids from entering the system.

### **PRIVATE HOT TUBS & SWIMMING POOLS**

Your septic system is not designed to handle large quantities of tub or pool water. Draining you hot tub or swimming pool into the septic system or over the drain field can overload the system.

### **DRAINS & SUMP PUMP DISCHARGE**

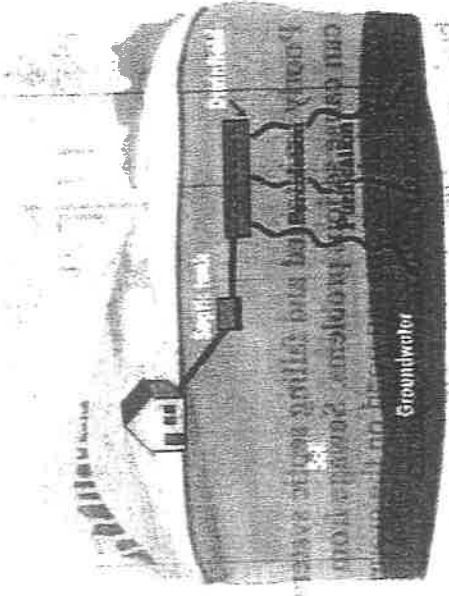
Divert roof drains, house footing drains and sump pump discharges to lawn areas away from the septic systems.

A major portion of our community lies within the New York City East of Hudson Croton Watershed. Currently, there are many homes served by private septic systems. Private septic systems must be maintained by the homeowner. Treatment and disposal of wastewater should be one of the primary concerns of any homeowner in an unsewered area.

Failing septic systems are suspected to be a significant contributing source of pollution in our watersheds. Unfortunately, septic systems are often neglected and not routinely maintained after initial installation. A malfunctioning system can contaminate our waterways and groundwater supply.

## **A HOMEOWNERS GUIDE TO: SEPTIC SYSTEMS**

### **Your on-Site Wastewater Treatment**



**Environmental Department**

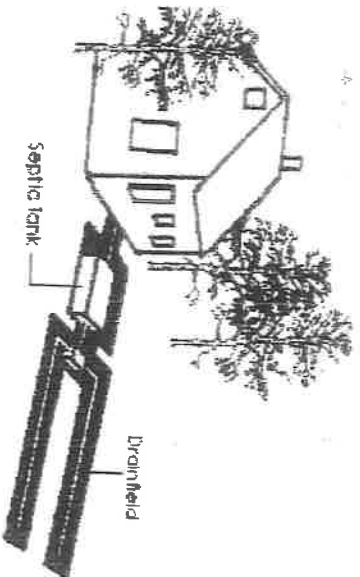
**Town of Pawling**

**160 Charles Colman Blvd**

**Pawling, NY 12564**

## OVERVIEW

Septic systems collect and dispose of wastewater. When a septic system is properly managed, you will have a waste disposal system that is economical, effective, and environmentally safe.

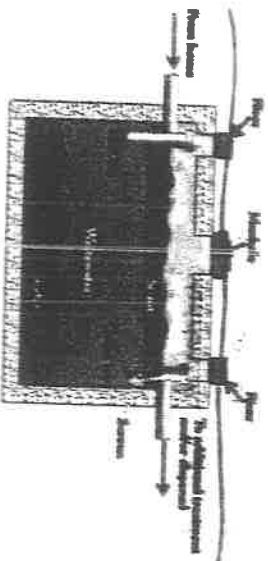


Poorly maintained and failing septic systems can cause serious problems. Sewage from overloaded systems can pond on the ground near the drain field or back up into buildings. These systems can contaminate ditches, creeks and shallow drinking water supplies. Animals and people may become ill from contact with these polluted waters.

If you have further questions regarding your septic system please contact the Dutchess County Department of Health at 486-3404.

## HOW SEPTIC SYSTEMS WORK

A septic system is made up of both a septic tank and a drain field. Untreated household waste (human waste and gray water) is collected into the tank and is distributed into the surrounding soil (drain field). When waste enters the tank, active natural bacteria begin to break down the solid materials. The heavier solids settle to the bottom and form a sludge layer, which leaves a residue behind in the tank. The lighter wastes such as oil and grease rise to the top and form a scum layer. The center layer between the scum and sludge layers is commonly referred to as liquid wastewater.



The center liquid layer flows slowly from the tank into the drainage field. Perforated pipes allow the liquid to be equally distributed in a gravel-filled drain field. Once the liquid reaches the drain field, it soaks into the soil. The soil then acts as the final filter for treatment of waste received from the septic system.

As time passes, this residue builds up, and must be removed or pumped to prevent it from entering the drainfield and clogging the system.

## DO'S & DON'TS

- Learn the location of your septic tank and drain field. Keep a sketch of it with your maintenance record for service visits.
- Have your septic tank pumped every 2-3 years by a licensed operator. Have the operator verify that there is a tee or baffle on the outlet of the septic tank. The baffle stops the scum from floating into the drain field.
- Do not use commercial septic tank additives. These products are not necessary and may harm your system.
- Direct all wastewater from your home into the septic system. This includes all sinks, baths, showers, toilets, floor drains, sump pump discharge, washing machines & dishwashers.
- Your septic system is not a trash can. Do not put grease, disposable diapers, sanitary products, paint, toxic chemicals, paper towels or cat litter into your system.
- Plant only grass over or near your septic system. The roots from nearby trees or shrubs could cause damage.
- Do not drive or park over any part of the septic system. This can compact and crush the drain field.



# ALL storm drains

## lead to streams and lakes

## ONLY Rain in the Drain.



**Dutchess County**

**Coordination Committee**

Beacon Beekman Hyde Park  
Dutchess County DPW Union Vale  
Town & Village of Pawling Pleasant Valley  
East Fishkill Town & Village of Fishkill  
LdGrange Village of Wappingers Falls  
Wappinger City & Town of Poughkeepsie

Lead by permission from the Watershed Management Division Public Works, Lincoln, NE



# Stormwater Management Program

## Appendix R

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Street Sweeping Form



# TOWN OF PAWLING

Highway Department \*126 River Road \* Pawling N.Y. 12564

## Street Sweeping Form

March 10, \_\_\_\_\_---- March 09, \_\_\_\_\_

ROAD NAME		Tonnage Removed	Miles	Total
Akindale Road				
Anderson Drive				
Anderson Road	No C.B			
Aspen Court	Private			
Avonlee Lane	Private			
Banks Hill Road				
Beachway Drive	Private			
Beaver Brook Road	Private			
Berry Lane	Private			
Birch Drive	Private			
Birch Hill Road				
Birch Lane	Private			
Blue Bird Inn Road				
Boula Drive	Private			
Brady Brook Farm Road	Private			
Brady Lane				
Bridle Way	Private			
Brookside Lane	Private			
Buhleier Road	Private			
Bundy Hill Road				
Burgess Road				
Byrds Hill Road				
Camp Road	Private			
Canter Circle	Private			
Casey Lane	Private			
Cedar Lane	Private			
Cedar Valley Drive	Private			
Chapin Lane	Private			
Charlie Dennis Road	Private			
Chestnut Lane	Private			
Church Road				
Corbin Road	Village			
Cox Road				
Crescent Drive				
Cunningham Lane				
Cushing Green North	Private			

Road Name		Tonnage Removed	Miles	Total
Cushing Green South	Private			
Cushman Road				
Daley Drive				
Debby Lane	Private			
West Deer Trail	Private			
Denly Road	Private			
Denton Lake Road				
Dewey Lane				
Diane Lane				
South Dingle Road	Private			
North Dingle Road	Private			
Dipietro lane				
Doctor Fallon Lane				
Doctor Ray Road				
Dodge Road				
Donovan Lane	Private			
West Dover Road	D.C. Road			
Dutcher Avenue	D.C. Road			
Dutchess Cove	Private			
Dutchess Drive	Private			
Dutchess Lake Court	Private			
Eleanor drive	Private			
Elm Drive				
Estate Drive				
Evergreen Lane				
Evergreen Way				
Fenwood Drive				
Finland Drive				
Forest Drive				
Four Corners Road	Private			
French Lake	Private			
Frenchman's Lane	Private			
Game Farm Road				
North Garden Drive		Private, Ziff's Estate		
South Garden Drive		Private, Ziff's Estate		
Glen Arden Lane				
Glen Court				
Grape Hollow Road				
Great Bear Road				

Road Name	Tonnage Removed	Miles	Total
Green Mountain Lake Lakeside Park			
Gristmill Lane Village			
Harmony Farms Drive			
Harmony Hill Road			
South Harmony Hill Road			
Harmony Road D.C. Road			
Hartford Way Private			
Hemlock Circle Private			
Herd and Tanner Road Private			
Highlands drive			
Holiday Hills Lane			
Holiday Street			
Holm Run			
Holmes Road D.C. Road			
Horseshoe Path Private			
Hunter Lane Private			
Hurds Corner Road			
Iansen Road			
John Kane Court			
Juniper Lane			
Katie Lane			
Ken Hill Road			
Kings way			
Kirby Hill Road D.C. Road			
Kitchen Corner Road			
Lake Drive Private			
Lakeside Drive Lakeside Park			
Lakeview Drive Private			
Laurel Drive			
Laurel Mountain Road Private			
Le Roy Lane Private			
Lia Lane Private			
Libby Lane Private			
Little Pond Road			
Lola Lane Private			
Lowell Thomas Drive Private			
Maggie Lane Private			
Mallow Court			
Mane Way Private			

Road Name		Tonnage Removed	Miles	Total
Margherita Drive	Private			
Maria Drive				
McKenna Drive				
Meadow Lane	Private			
Meeting House Road				
Miller Road	Private			
Millstream Court				
Mistover way	Private			
Mohawk Trail	Private			
Mount Tom Road				
Mountain View Road				
Nathan Pierce Court	Private			
Noel Court				
Oak Drive				
Old Farm Road	Private			
Old Field Circle				
Old Pawling Road				
Old Penny Road				
Old Quaker Hill Road	D.C. Road			
Old Route 22				
Old Route 55				
Osborn Hill Road				
Osprey Court				
Overlook Drive				
Paddock Court	Private			
Pear Tree Hill Road				
Pecks Store Road				
Penny Road				
Perri Lane	Private			
Pine Drive				
Pond Hill Road	Private			
Poppy Lane				
Prospect Street				
Quaker Hill Road	D.C. Road			
Quaker Lake Road				
Ramphal Drive	Private			
Ravine Road				
Rebecca Drive				
Red Tail Court	Private			

Road Names		Tonnage Removed	Miles	Total
Reservoir Road				
River Road				
Rocky Mountain Way	Private			
Route 22	State			
Route 292	State			
Route 55	State			
Saddle Ridge	Private			
Sage Road				
San Souci Drive				
Sanita Road				
Saratoga Street	Private			
South Road				
South Street & South Street ext Village				
Spruce Street				
Squires Way				
Stanley Drive	Private			
Stebbins Farm Road	Private			
Stirrup Trail	Private			
Stonewall Drive				
Strauss Road	Private			
Strawberry Hill Road				
Sugar Hill Drive	Private			
Summer Lane	Private			
Theresa Court				
Timberline Trail	Private			
Tory Lane	Private			
Tower Hill Road				
Tracy Road				
Victoria Way	Private			
Wagner Road	School			
Wang Dang Doodle LP	Private			
Washington Court	Private			
Watch Hill Road	Private			
Westmount Avenue				
West wind Drive				
South White Rock Road				
North White Rock Road				
Wilkenson Hollow Road				

Road Name	Tonnage Removed	Miles	Totals
Willow Lake Drive Private			
West Wind Road			
Woodridge Drive			
Yanarella Drive			
<b>TOTALS</b>			

Where does the Highway Department deposit soil erosion? \_\_\_\_\_  
 \_\_\_\_\_

Sand or Silt: Location of deposit; \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Catch Basin debris; \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Highway Department: \_\_\_\_\_  
 \_\_\_\_\_ Name  
 \_\_\_\_\_ Title  
 \_\_\_\_\_ Date

# Stormwater Management Program

## Appendix S

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Catch Basins/Stormwater Outfall Form



## TOWN OF PAWLING

Highway Department \* 126 River Road\* Pawling, N.Y. 12564

### Catch Basins Form

March \_\_\_\_ 20\_\_ ----- March \_\_\_\_ 20\_\_

ROAD NAME	Number of Catch Basins Cleaned	Catch Basins Inspected	Total
Akindale Road			
Anderson Drive			
Alana Lane			
Banks Hill Road			
Cunningham Lane			
Dipietro Lane			
Dodge Road			
Fenwood Drive			
Game Farm Road			
Glen Court			
Great Bear Road			
Harmony Hill Road			
Highlands Drive			
Holiday Street			
Hurds Corner Road			
Kings Way			
Mallow Court			
Maria Drive			
Millstream Court			
Mountain View Road			
Noel Court			
Old Route 55			
Overlook Drive			
Pecks Store Road			
Penny Road			
Pine Drive			
Prospect Street			
South Quaker Hill Road			
Quaker Lake Road			
Ravine Road			
Rebecca Drive			
Reservoir Road			
Sage Road			
San Souci Drive			
Sanita Road			
South Road			

TOWN OF PAWLING  
MS4 STORMWATER OUTFALLS  
GP-0-24-001 - FIVE YEAR INSPECTION LOG

Road Name	Outfall ID#	2024	2025	2026	2027	2028
Rebecca Drive	PW1					
Rebecca Drive (E)	PW2					
Strawberry Hill Road	PW3					
Strawberry Hill Road	PW4					
Quaker Hill Road	PW6					
Quaker Lake Road	PW8					
Dewey Lane (W)	PW9					
Dewey Lane (E)	PW10					
Reservoir Road	PW12					
Quaker Hill Road	PW34					
Kirby Hill Road (W)	PW35					
Tower Hill Road (N)	PW46					
Tower Hill Road (S)	PW47					
South Quaker Hill Road	PW49					
South Quaker Hill Road	PW50					
South Quaker Hill Road	PW51					
South Quaker Hill Road	PW55					
South Quaker Hill Road	PW56					
Ravine Road	PW58					
Ravine Road	PW59					
Ravine Road (N)	PW63					
Akindale Road	PW64					
Reservoir Road	PW71					
Sans Souci Drive	PW82					
Sans Souci Drive	PW83					
Sans Souci Drive	PW84					
Harmony Hill Road	PW101					
South Harmony Hill Road	PW119					
South Harmony Hill Road	PW120					
Bundy Hill Road	PW128					
Bundy Hill Road	PW141					
Bundy Hill Road	PW146					
Bundy Hill Road	PW148					
Bundy Hill Road	PW150					
Bundy Hill Road	PW151					
Bundy Hill Road	PW152					
Herd and Tanner Road	PW154					
Jansen Road	PW158					
Alana Drive	PW164					
South White Rock Road	PW186					
South White Rock Road	PW189					

TOWN OF PAWLING  
MS4 STORMWATER OUTFALLS  
GP-0-24-001 - FIVE YEAR INSPECTION LOG

Road Name	Outfall ID#	2024	2025	2026	2027	2028
South Road	PW191					
South Road	PW192					
Eleanor Drive	PW204					
Old Route 55	PW210					
Old Route 55	PW211					
Old Route 55	PW212					
Penny Road	PW216					
Penny Road	PW217					
Penny Road	PW218					
Penny Road	PW220					
Willow Lake	PW260					
Willow Lake	PW261					
Willow Lake	PW264					
Holiday Street	PW280					
Glen Court	PW283					
Dodge Road	PW284					
Dodge Road	PW286					
Dodge Road	PW287					
Dodge Road	PW288					
Dodge Road	PW289					
Dodge Road	PW290					
Dodge Road	PW291					
Old Route 55	PW293					
Old Route 55/Dodge Road	PW295					
Old Route 55	PW296					
Sage Road	PW300					
Old Route 55	PW319					
Cedar Valley	PW328					
South Street	PW332					
Holmes Road	PW334					
Berry Lane Between 1 & 2	PW337					
Berry Lane #2	PW338					
Berry Lane #2	PW340					
1 <sup>st</sup> House on Brady Lane	PW341					
Cushman Road	PW348					
Cushman Road	PW349					
Cushman Road	PW 350					
Cushman Road	PW351					
Cushman Road	PW352					
EOHWC Operation & Maintenance						
	PW342A					
	PW342B					
	PW343					

**TOWN OF PAWLING**

Highway Department \* 126 River Road\* Pawling, N.Y. 12564

**Catch Basins Form**

March \_\_\_\_ 20\_\_ ----- March \_\_\_\_ 20\_\_

ROAD NAME	Number of Catch Basins Cleaned	Catch Basins Inspected	Total
Akindale Road			
Anderson Drive			
Alana Lane			
Banks Hill Road			
Cunningham Lane			
Dipietro Lane			
Dodge Road			
Fenwood Drive			
Game Farm Road			
Glen Court			
Great Bear Road			
Harmony Hill Road			
Highlands Drive			
Holiday Street			
Hurds Corner Road			
Kings Way			
Mallow Court			
Maria Drive			
Millstream Court			
Mountain View Road			
Noel Court			
Old Route 55			
Overlook Drive			
Pecks Store Road			
Penny Road			
Pine Drive			
Prospect Street			
South Quaker Hill Road			
Quaker Lake Road			
Ravine Road			
Rebecca Drive			
Reservoir Road			
Sage Road			
San Souci Drive			
Sanita Road			
South Road			

Squires Way			
Stonewall Drive			
Strawberry Hill Road			
Westmount Avenue			
West Wind Drive			
Wilkenson Hollow Road			
Transfer Station			
<b>TOTALS</b>	<b>Catch Basins Cleaned</b>	<b>Catch Basins Inspected</b>	<b>Tonnage removed</b>

Where does the Highway Department deposit soil erosion? \_\_\_\_\_

\_\_\_\_\_

Sand or Silt: Location of deposit; \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Catch Basin debris; Highway Garage \_\_\_\_\_

Highway Department:

\_\_\_\_\_ Name

\_\_\_\_\_ Title

\_\_\_\_\_ Date

# Stormwater Management Program

## Appendix T

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Dutcher Golf Course Material Application Sheet

**TOWN OF PAWLING**

Dutcher Golf Course \*East Main Street \*Pawling, N.Y. 12564

Material Application Data Sheet

Report for 2013

Material Name	Type	Quantity Used	Date of Application	Present Condition	24 Hr Forecast

Totals

\*Nitrogen \_\_\_\_\_ LBS

\*Phosphorous \_\_\_\_\_ LBS

\*(k) Potassium \_\_\_\_\_ LBS