



EAST OF HUDSON WATERSHED CORPORATION

Solicitation 2025-01

REQUEST FOR PROPOSALS
for
Construction Administration Services

Stormwater Retrofit Projects

Kent-MB-1000

EOHWC Solicitation Issue Date: May 7, 2025

Questions Due Date: 4:00 p.m. on May 22, 2025

Proposal Due Date: 4:00 p.m. on May 29, 2025

1. OVERVIEW

1.1 General Information

The East of Hudson Watershed Corporation (EOHWC) is seeking Proposals to provide civil engineering services to the EOHWC for the design, permitting, and construction phase services (CPS) of stormwater retrofit projects (SRPs) for the Projects identified in this RFP. The successful Proposer will demonstrate the required expertise and experience to fulfill all requirements of this Solicitation and any Addenda or modifications to this Solicitation.

This Solicitation includes several attachments and refers to the EOHWC Stormwater Retrofit Project Design Manual (SRPDM). The SRPDM is available on the EOHWC web site (www.eohwc.org). All the information in this Solicitation and attachments, Addenda, and SRPDM shall be considered the Services. The Proposer shall consider the information in the attachments and the SRPDM when preparing their proposal.

All questions and inquires for additional information are to be submitted in writing by the deadline date and time specified on the cover page, as it may be modified by Addendum. Proposals for these projects must be received by the date specified in the cover page, as it may be modified by Addendum.

1.2 Definitions

Engineer: the engineering firm awarded a Contract from their proposal for the Services described in this Solicitation.

Host Municipality: the municipality in which the SRP is located.

Site Owner: If other than the Host Municipality, a School District, private owner, NYCDEP, Metro North, or other owner of the Site.

Proposer: the engineering firm preparing and submitting a proposal for the services described in this Solicitation.

Site: the physical location at which the stormwater retrofit will be constructed.

Solicitation: This document, including all of the items listed in the appendices, forms and exhibits, and any subsequent Addenda or clarifications issued by EOHWC.

Stormwater Retrofit Project or SRP: a stormwater management practice described in the stormwater retrofit plan prepared by either EOHWC, the Dutchess County MS4 Coordinating Committee, Putnam County MS4 Coordinating Committee, or Westchester County Croton-Kensico Watershed Intermunicipal Coalition, including modifications/revisions by EOHWC, and approved by the NYSDEC.

Services: All of the information in this Solicitation and attachments, Addenda, and SRPDM.

1.3 EOHWC Contact:

Kevin Fitzpatrick, P.E., Director of Engineering
East of Hudson Watershed Corporation
2 Route 164, Suite 2
Patterson, NY 12563
Kevin@EOHWC.org, (845) 319-6349

[Fax and email are provided for inquiries only; the response to this Solicitation may not be submitted via email]

2. SCOPE OF SERVICES

2.1. Year 6 through 10 Projects. EOHWC has caused to be prepared a preliminary report identifying SRP's that may be undertaken by EOHWC during the Years 6 through 10 funding period. A copy of such report may be found on the EOHWC website at www.eohwc.org. The Proposer must be a professional engineer or firm licensed to perform engineering services in the State of New York. EOHWC anticipates identifying one or more engineering firms capable of providing the requested services for one or more of such Year 6 through 10 SRP's and providing the best value to the EOHWC as determined by EOHWC in its discretion.

In this solicitation round EOHWC anticipates awarding one engineering services contract for the project identified on the cover page and as more specifically set forth at **Appendix I**. Additional solicitation rounds may be undertaken at any time in EOHWC's discretion.

2.2. SRP Construction Administration Requirements. SRP engineering services will be consistent with the requirements of the EOHWC Stormwater Retrofit Project Design Manual (SRPDM). Further requirements are listed within the permitting requirements as dictated by the NYCDEP, which can be found in **Appendix I**.

2.3. Terms and Conditions of Contract. The EOHWC expects to enter into a contract with the selected Proposer(s) in substantially the form attached hereto at **Appendix II**. Submission of a proposal constitutes an acknowledgement that the proposer has thoroughly examined and become familiar with the Services required under this Solicitation, that it is capable of performing quality work to achieve the objectives of the EOHWC, and that it will accept those terms and conditions unless exceptions are specified in the proposer's submission as set forth in this section. Any objection to the terms and conditions must be expressly identified in a separate section of the respondent's proposal identified as "objections to terms and conditions" and with

reference to the specific provisions objected to. EOHWC reserves the right to reject any objections as nonresponsive.

2.4. SRP's. The Scope of Services and schedules for the SRP's shall be authorized on a task order basis that identifies the schedule, Project and specific tasks for which the Engineer is authorized to commence work. All submittals and design milestones are required to meet the structure set forth in the SRPDM.

2.5. Contract Term. It is the intent to award one or more Contract(s) for a one-year period with the option for up to two one-year renewal(s), subject to EOHWC's right of early termination as provided in the Contract. Any decision to renew the Contract(s) will be at the sole discretion of EOHWC.

3. PROPOSAL SUBMITTAL

3.1. Sealed Proposals. Sealed proposals will be received at the EOHWC main office at either of the following:

Postal Delivery:
EOHWC
2 Route 164
Suite 2
Patterson, NY 12563

Parcel Delivery Service:
EOHWC
2 Route 164
Suite 2
Patterson, NY 12563

Proposals must be received by the deadline time on the Proposal Due Date specified on the cover page of this Solicitation. The Proposer shall be responsible for actual delivery of the proposal to the required location before the deadline. Any proposal received after the deadline by any delivery method will not be accepted by EOHWC. All electronically transmitted Proposals will be disqualified by EOHWC. A Proposal may be withdrawn by the Proposer prior to the specified submittal time. No Proposal may be withdrawn by any party after the specified submittal time.

Each proposal shall include one (1) hard copy and one (1) digital (CD/USB Drive/SD Card) containing the required forms and/or certifications provided with this Solicitation including any Addenda, and shall be completed by the Proposer. The Proposer shall submit the required number of copies in one or more sealed opaque envelope(s). The outermost envelope shall include: Solicitation Number, "PROPOSAL ENCLOSED", the name and address of the Proposer; in a location and of sufficient size to be easily identified by any person receiving the envelope. The Proposal shall be written in a legible font style and size (e.g. arial 12 point, Times New Roman 12 point, etc.) Proposers are required to provide all of the information requested in this Solicitation, along with any additional information or alternates requested by EOHWC. It is the Proposer's responsibility to provide all requested information and to describe clearly the

benefits of their service in meeting the needs of the EOHWC established in this Solicitation. The EOHWC will not be responsible for any omissions on the part of the Proposer, and is not required to notify the Proposer of omitted information, nor required to accept omitted information after the specified submittal time. Proposers are cautioned to read the Solicitation carefully and follow the response format, as any deviation from the format and requirements listed may be cause for rejection. No proposal will be accepted which contains any changes, additions, or erasures.

Proposals must be signed in ink by the Proposer. Proposals which are incomplete, conditioned or obscure, or which contain additions not called for (e.g. erasures, alterations, ambiguities or irregularities of any kind) may be rejected as incomplete.

3.2. Site Visits. Informational site visits, if available, will be conducted on the date or dates set forth on the cover page of this Solicitation. Site access to all projects may not be available at the time of this Solicitation.

3.3. Interpretation, Clarifications, and Addenda

Questions regarding this Solicitation must be in writing and must be received by the contact person identified above at the address set forth above no later than the date and time specified as the Questions Due Date specified on the cover page of this Solicitation. No oral modification will be binding.

Any and all such interpretations and any supplemental instructions will be in the form of a written Addendum to the Solicitation. If an Addendum is issued, it will be sent by e-mail to Proposers who have received this Solicitation. Any Addenda so issued shall become part of this Solicitation.

Failure of any Proposer to receive any such Addendum or interpretation shall not relieve such Proposer from any obligation under his Proposal submitted.

4. PROPOSAL CONTENTS

4.1. Required Information. The Proposal shall include the following:

a. Cover Letter:

- 1 Name, Address, and Telephone number of the licensed Professional Engineer to be assigned as project manager for the project or projects (include local office address if different)
- 2 Acknowledgement of receipt of any Addenda
- 3 Printed name and signature by an Officer authorized to bind the Proposer

b. Statement of Qualifications and Experience. Include the background, qualifications, credentials and experience of the Project Manager and other key project staff proposed to be assigned that would support its ability to do the proposed Services in a professional and timely manner.

- c. Administration Approach. The proposal shall describe how the Proposer will meet the requirements set forth within project permitting requirements, for the designated SRP or SRP's based on the criteria described in the EOWHC Stormwater Retrofit Project Design Manual, most recent edition.
- d. Statement of References (3 references). Describe recent projects similar to the type of Services requested. Include a detailed list of three projects with similar characteristics. For the projects listed, provide the name, title, and telephone number of the client official responsible for the project.
- e. Financial Proposal.
 - 1 A lump sum fee for each project (FORM B). The fee shall be inclusive of direct and indirect fees and/or costs and taxes. The fee shall not include any excise or sales taxes from which the municipalities are exempt. Any contingencies/uncertainties shall be clearly identified.
 - 2 Detailed hourly fee schedule showing the rates for each of the professional or clerical staff proposed to be used. The rate shall be the fully-loaded rate, inclusive of all overhead and profit markup.
 - 3 Identify Project manager, key staff and any proposed Subcontractors.
- f. Conflicts of Interest statement (FORM D): The Proposal shall include a statement describing any potential conflicts of interest the Proposer may have due to work being done for outside parties. Also the Proposal shall describe any business or family associations with any of the Board of Directors of the EOHWC, or of any persons employed by the EOHWC or any municipalities who are members of EOHWC. Refer to the EOHWC's Code of Ethics posted on its website, www.eohwc.org.
- g. Statement of Non-Collusion (FORM E)
- h. Statement of Insurance (FORM F)
- i. Confidentiality Notice (FORM G)
- j. Certification Regarding VENDEX and Value of All Contracts with New York City (Form H)
- k. Any other information that the Proposer may wish to provide to demonstrate that they can complete the Services described in this Proposal.

4.2. Joint Proposals. Where two or more Engineers desire to submit a single proposal in response to this Solicitation, they should do so on a prime-sub Consultant basis rather than as a joint venture.

4.3. Exceptions and Deviations. Any exceptions to the requirements in this Solicitation, including the insurance requirements and the contract terms and conditions, must be included as a separate element of the proposal under the heading "Exceptions and Deviations." EOHWC retains the right, in its sole discretion, to reject these requests for exception.

4.4. PASSPort

a. The Proposal shall include certification and documentation that the Proposer and all subcontractors retained or to be retained by it have completed the applicable New York City Procurement and Sourcing Solutions Portal (PASSPort) questionnaire, submitted the completed questionnaire to New York City as required therein, and otherwise complied with all PASSPort requirements.

b. If the Proposer's complete PASSPort submission is more than 2½ years old, the Proposer shall submit documentation that it has completed new forms and returned them directly to New York City at the address provided therein. If there have been no changes in information requiring an update of the forms, the Proposer shall provide proof it has executed a Certification of No Change and submitted it to New York City. If there have been changes in information requiring an update of the forms, the Proposer shall submit proof that it has submitted full questionnaires using new forms to New York City.

4.5. Duration of Proposal. The Proposal shall remain effective for at least ninety (90) days from the submittal date defined in the Advertisement or Addenda.

4.6. Statement of Insurance. Attach evidence of general liability, automobile liability, worker's compensation, and professional liability insurance as set forth at **APPENDIX II**. By signing and submitting a proposal, the Respondent certifies that if awarded the contract, it will have the applicable coverage described at **APPENDIX II** in effect at the time of award and execution, and will maintain this coverage during the entire term of the contract.

4.7. Required Forms. All responses shall include the attached Forms, along with all supporting items. All blank spaces in the Forms must be filled in. Any items which are not applicable should be marked N/A (not applicable).

5. PROCEDURE FOR SELECTION

5.1. Basis of Award. EOHWC anticipates making the award to the proposer or proposers whose proposal represents the best value taking into account all facts and circumstances.

5.2. Review Procedure. A review committee consisting of the EOHWC Technical Committee and the Director of Engineering will review and evaluate proposals taking into account the following factors:

- a. Professional qualifications and specific experience and competence in area needed: 30%

- b. Capacity to accomplish the Services in the required time, past performance on contracts with EOHWC and other agencies, familiarity with location and local regulations regarding project(s), and history of change orders required in construction: 30%
- c. Bid price: 40%.

In reviewing the foregoing factors, EOHWC may further consider such information as it may deem material to the foregoing including: Financial and organizational capacity; legal authority to do business in the State of New York and the Counties of Dutchess, Putnam and Westchester; business integrity of the owners/officers/principals/members and contract managers, including compliance with New York City PASSPort procedures; past performance of the bidder on prior government contracts; sufficiency of proposer's personnel to meet the requirements deliverables of the specifications; ability to meet insurance requirements noted in the specifications; and record of compliance with NYS Labor Law requirements.

EOHWC's review committee may select one or more respondents for interviews based on the review of the responses, and will recommend one or more firms to the Executive Committee.

The Executive Committee will make the final selection and authorization of contract terms in its discretion based on its determination as to the best interests of EOHWC taking into account all facts and circumstances it deems material. Notwithstanding any other provisions of this Solicitation, EOHWC reserves the right to award a contract to the Proposer(s) that best meet the requirements of the Solicitation, and not necessarily to the lowest cost proposal.

5.3. Notice of Award and Contract. The EOHWC will select a firm by means of a Notice of Award issued pursuant to a resolution adopted by the Executive Committee. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute a binding commitment on behalf of the EOHWC to enter into a services contract with the firm, as any binding arrangement must be set forth in definitive agreement signed by both parties and shall be subject to all requisite approvals.

6. EOHWC's RESERVATION OF RIGHTS

6.1. **Reserved Rights.** The EOHWC in its sole discretion specifically reserves to itself the following rights:

- a. Amend, withdraw or cancel this Solicitation, in whole or in part, at any time;
- b. Award a contract to a Proposer, in whole or in part;
- c. Disqualify any Proposer whose conduct and/or proposal fails to conform to the requirements of this solicitation;
- d. Seek clarifications and revisions of Proposals;
- e. Use proposal information obtained through site visits, management interviews and the EOHWC's investigation of a Proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the EOHWC's request for clarifying information in the course of evaluation and/or selection under this solicitation;
- f. Waive any informality or defect;
- k. Negotiate with a Proposer, within the scope of the Solicitation in the best interests of the EOHWC;
- m. Utilize any and all ideas submitted in the Proposals received.

6.2. No Liability for Errors

While the EOHWC has used considerable efforts to ensure an accurate representation of information in this Solicitation, EOHWC makes no representation as to the information provided. All Proposers are urged to conduct their own investigations into the material facts and the EOHWC shall not be held liable or accountable for any error, omission, or inconsistency in any part of this Solicitation. Proposer is solely responsible to establish, verify, and ensure that any and all information is correct, complete and necessary to provide a complete and informed proposal.

6.3. No EOHWC Obligation for Proposal Costs

Costs associated with the preparation of a proposal, including but not limited to any transportation costs to any subsequent interviews shall be the sole responsibility of the Proposer, with the express understanding that there will be no claim whatsoever for reimbursement from the EOHWC.

6.4. **Public Announcements.** News releases or other public announcements relating to this Solicitation shall not be made by any party without the prior written approval of the EOHWC.

6.5. Freedom of Information Law. All proposals submitted to the EOHWC in response to this Solicitation may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York ("FOIL"). A firm submitting a proposal may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would cause substantial injury to such firm's competitive position, including completion of **FORM G**. This characterization shall not be determinative, but will be considered by the EOHWC when evaluating the applicability of any exemptions in response to a FOIL request. However, EOHWC assumes no responsibility for any disclosure or use of information submitted.

ATTACHMENTS TO THIS SOLICITATION:

APPENDIX I: Project Description for Projects Subject to this RFP

APPENDIX II: Form of Agreement for Professional Services (Engineering Services), including Insurance Requirements

APPENDIX III: Proposal Forms

The following forms must be completed and returned with the proposal:

- FORM "A" Business Information
- FORM "B" Lump Sum Fee Proposal
- FORM "C" Hourly Fee Schedule
- FORM "D" Conflict of Interest Affidavit
- FORM "E" Statement of Non-Collusion
- FORM "F" Statement of Insurance
- FORM "G" Confidentiality Notice (FOIL)
- FORM "H" Certification Regarding VENDEX and Value of All Contracts with New York City

APPENDIX I

Approved Design Plans NYSDEC/NYCDEP Approved Permitting

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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



Department of
Environmental
Conservation

IMPORTANT NOTICE TO ALL PERMITTEES

The permit you requested is enclosed. Please read it carefully and note the conditions that are included in it. The permit is valid for only that activity expressly authorized therein; work beyond the scope of the permit may be considered a violation of law and be subject to appropriate enforcement action. Granting of this permit does not relieve the permittee of the responsibility of obtaining any other permission, consent or approval from any other federal, state, or local government which may be required.

Please note the expiration date of the permit. Applications for permit extension should be made well in advance of the expiration date (minimum of 30 days) and submitted to the Regional Permit Administrator electronically via email to dep.r3@dec.ny.gov. Submission of hard copies is optional.

The DEC permit number & program ID number noted on page 1 under "Permit Authorization" of the permit are important and should be retained for your records. These numbers should be referenced on all correspondence related to the permit, and on any future applications for permits associated with this facility/project area.

If a permit notice sign is enclosed, you must post it at the work site with appropriate weather protection, as well as a copy of the permit per General Condition 1.

If you have any questions on the extent of work authorized or your obligations under the permit, please feel free to contact me.

Ellen Hart

Ellen Hart
Division of Environmental Permits,
Region 3



Department of
Environmental
Conservation



PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:

EAST OF HUDSON WATERSHED
CORPORATION
2 St Rte 164
PATTERSON, NY 12563-0176
(845) 319-6349

Facility:

Kent-MB-100, Longfellow Dr Stormwater Retrofit

Longfellow Dr|BTW Knollcrest Rd & Bryant Rd
Carmel, NY 10512

Facility Location: in KENT in PUTNAM COUNTY

Facility Principal Reference Point: NYTM-E: 612.105 NYTM-N: 4592.614

Latitude: 41°28'38.3" Longitude: 73°39'26.3"

Authorized Activity: This permit authorizes approximately 27,300 square feet of disturbance within the regulated Adjacent Area of NYS Freshwater Wetland LC-52 (Class 2) associated with the elimination of several eroded channels and the construction of a new stormwater collection and conveyance system. This system consists of grass and rip rap swales, HDPE drainage pipes and precast concrete drainage structures and is proposed to improve the water quality of runoff that passes through this site prior to discharging into the Middle Branch of the Croton River.

Permit Authorizations

Freshwater Wetlands - Under Article 24

Permit ID 3-3722-00250/00001

New Permit

Effective Date: 7/26/2024

Expiration Date: 12/31/2028

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: REBECCA S CRIST, Deputy Regional Permit Administrator

Address: NYSDEC Region 3 Headquarters
 21 S Putt Corners Rd
 New Paltz, NY 12561

Authorized Signature: _____

Rebecca S. Crist

Date 07 / 26 / 2024



Distribution List

Sarah Pawliczak, DEC Bureau of Ecosystem Health
Town Clerk, Town of Kent
Maria Tupper-Goebel, NYCDEP
Evan Pendleton, Insite Engineering
Paul Camarda, EBSE LLC

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: FRESHWATER WETLANDS

- 1. Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Insite Engineering, entitled, 'Kent-MB-1000 Stormwater Retrofit,' including sheets EX-1, PH-1, SP-1, SP-2, SP-3 and D-1, with a latest revision date of 9/20/2023 and received 12/20/2023.
- 2. Notify DEC 48 Hrs Prior to Work** The permittee or a representative must contact Sarah Pawliczak of the Bureau of Ecosystem Health by email at sarah.pawliczak@dec.ny.gov at least 48 hours prior to the commencement of the project authorized herein.
- 3. Post Permit Sign** The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.
- 4. Prior Approval of Changes** If the permittee desires to make any minor changes to the scope of work shown in the approved plans referenced in Natural Resource Permit Condition 1 or seeks minor changes to timeframes or deadlines in any conditions of this permit, the permittee shall submit a request via email to Sarah Pawliczak of the Bureau of Ecosystem Health at sarah.pawliczak@dec.ny.gov to make such proposed changes. The proposed changes shall not be implemented unless authorized in writing by the Department. Issuance of such approval without modification of the permit is at the Department's discretion.
- 5. Install Controls as Shown on Plans** Prior to commencement of the activities authorized herein, the permittee shall install securely anchored silt fencing and/or continuous staked straw bales as shown on the plans or drawings referenced in this permit.



6. Maintain Erosion Controls These erosion control devices shall be maintained until all disturbed land is fully vegetated to prevent any silt or sediment from entering the freshwater wetland or its adjacent area. Silt fencing, hay bales and any accumulated silt or sediment shall be completely removed for disposal at an appropriate upland site.

7. Equipment Cleaning Before equipment and materials are used in any project work area involving regulated waters or wetlands, the equipment must be inspected for, and cleaned of, any visible soils, vegetation, and debris to prevent the potential introduction of invasive species into regulated waters or wetlands from other areas.

8. Precautions Against Contamination of Waters All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

9. Clean Fill Only All fill shall consist of clean soil, sand and/or gravel that is free of the following substances: asphalt, slag, flyash, broken concrete, demolition debris, garbage, household refuse, tires, woody materials including tree or landscape debris, and metal objects. The introduction of materials toxic to aquatic life is expressly prohibited.

10. Stockpile Areas Excavated materials and/or fill materials shall be stockpiled more than 100 feet landward of the wetland or water body and shall be contained by straw bales or silt fencing to prevent erosion.

11. Vegetation Debris Disposal Invasive species, host material and attached soil material that has been removed from vehicles, equipment, and materials, or generated from cleaning operations shall be rendered incapable of any growth or reproduction by placing in plastic bags at least 3 mil thick, hauled in a covered truck, and properly disposed of offsite; or the material shall be managed within the infested project area, provided that no filling of any wetland or adjacent area will occur. A list of prohibited and regulated invasive species is contained within 6 NYCRR Part 575 and available at <https://www.dec.ny.gov/animals/99141.html>.

12. Disposal of Material Any demolition debris, excess construction materials, and/or excess excavated materials shall be immediately and completely disposed of on an approved upland site more than 100 feet from any regulated waterbody or wetland. These materials shall be suitably stabilized so as not to re-enter any water body, wetland, or wetland adjacent area; and must be disposed of in accordance with all local, state, and federal statutes, regulations, or ordinances.

13. State May Require Site Restoration If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.



14. State May Order Removal or Alteration of Work If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

15. State Not Liable for Damage The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:
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1. Facility Inspection by The Department The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. Relationship of this Permit to Other Department Orders and Determinations Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.



3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC Region 3 Headquarters
21 S Putt Corners Rd
New Paltz, NY12561

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Freshwater Wetlands.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. Permit Transfer Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.



NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

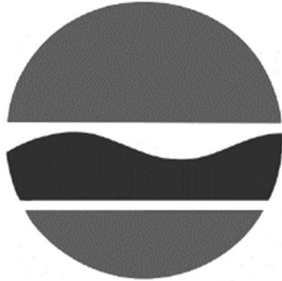
The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

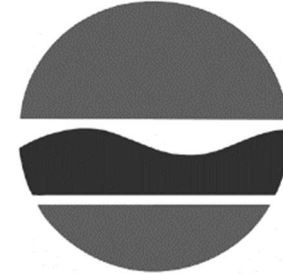
This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

Item E: SEQR Unlisted Action, No Significant Impact Under the State Environmental Quality Review Act (SEQR), the project associated with this permit is classified as an Unlisted Action with East of Hudson Watershed Corporation designated as the lead agency. It has been determined that the project will not have a significant effect on the environment.

New York State
Department of Environmental Conservation



NOTICE



The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of work approved and any Department condition on it, contact the DEC at 845-256-3054 or dep.r3@dec.ny.gov. Please refer to the permit number shown when contacting the DEC.

Permittee: East of Hudson Watershed Corporation

Permit No. 3-3722-00250/00001

Effective Date: 07/26/2024

Expiration Date: 12/31/2028

☐ Applicable if checked. No instream work allowed between October 1 & April 30

NOTE: This notice is **NOT** a permit.



Rohit T. Aggarwala
Commissioner

Paul V. Rush, P.E.
Deputy Commissioner
Bureau of Water Supply
prush@dep.nyc.gov

465 Columbus Ave
Valhalla, NY 10595
T: (845) 340-7800
F: (845) 334-7175

June 26, 2024

Evan Pendleton, P.E.
Project Engineer
Insite Engineering, PC
3 Garrett Place
Carmel, NY 10512

Via email: EPendleton@insite-eng.com

Re: EOHWC Stormwater Retrofit Kent-MB-1000 – SWPPP/CPDP
NYS Route 311
(T) Kent; (C) Putnam
Tax Map # 22.-2-16
Middle Branch Reservoir Drainage Basin
DEP Log #2023-MB-0467- CPDP.1 / SP.1

Dear Mr. Pendleton:

This letter is to inform you that your application to engage in the above referenced regulated activities pursuant to the “Rules and Regulations for the Protection from Contamination, Degradation, and Pollution of the New York City Water Supply and its Sources” (Watershed Regulations) was approved on June 26, 2024.

The New York City Department of Environmental Protection (DEP) reserves the right to modify, suspend, or revoke this approval based on the grounds set forth in Section §18-26 of the Watershed Regulations. The activity proposed in your application applies only to the terms of this approval and is subject to the regulations cited above. Failure to comply with the conditions of the approval may be the cause for suspension of this approval and initiation of an enforcement action. Should modification, suspension or revocation of an approval be necessary, DEP will notify the regulated party, via certified mail or personal service, prior to modifying, suspending, or revoking the approval. The notice will state the alleged facts or conduct which appear to warrant the intended action and explain the procedures to be followed.

The Regulations provide that an applicant may appeal the imposition of a substantial condition in an approval by filing a petition, in writing, with DEP and the New York City Office of Administrative Trials and Hearings (“OATH”) within thirty days of the date this determination was mailed.

DEP may inspect and monitor the erosion control practices at the project site during construction. Therefore, a pre-construction meeting must be held at least two days prior to the start of any work. The owner, design professional Contractor and DEP personnel must attend.

Please contact Andreea A. Oncioiu at (914) 749-5356 or at aoncioiu@dep.nyc.gov to schedule the pre-construction meeting.

Sincerely,

Matthew Giannetta

Matt Giannetta, CPSWQ
Chief
Regulatory & Engineering Programs Division

Attachment: SWPPP plans and report

c: Town of Kent Planning Board - planningkent@townofkentny.gov
Kevin Fitzpatrick, P.E., EOH WC - kevin@eohwc.org
Natalie S. Browne, NYS DEC - natalie.browne@dec.ny.gov
Danny Shedlo, P.E., NYC DEP - dshedlo@dep.nyc.gov
Andreea A. Oncioiu, NYC DEP - aoncioiu@dep.nyc.gov



New York City
Environmental Protection

465 Columbus Avenue
Valhalla, NY 10595

STORMWATER POLLUTION PREVENTION PLAN AND CROSSING, PIPING, OR DIVERSION PERMIT DETERMINATION

Pursuant to the authority granted under:

Article 11 of the New York State Public Health Law; Rules and Regulations for The Protection from Contamination, Degradation and Pollution of The New York City Water Supply and Its Sources, 15 RCNY Chapter 18, 10 NYCRR Part 128.

New York City Environmental Protection makes the following determinations with respect to the stormwater pollution prevention plan described below:

Name of Project: Kent-MB-1000 Stormwater Retrofit

Location: NYS Route 311
Tax Map Section #22.-2-16
Town of Kent; Putnam County

Owner: East of Hudson Watershed Corporation / Mr. Kevin Fitzpatrick

Address: 2 Route 164, Suite 2
Patterson, NY 12563

Drainage Basin: Middle Branch Reservoir Drainage Basin

General Description:

The Kent-MB-1000 stormwater retrofit is located on a $91.4 \pm$ acre parcel in the north side of NYS Route 311 and Ludington Court in the Town of Kent. As part of the project, improvements will be made to the upstream Town of Kent stormwater collection and conveyance system along Longfellow Drive.

Currently, the immediate drainage area surrounding the proposed stormwater retrofit consists of woods and dense residential development with no formal stormwater management or treatment practices. The untreated stormwater runoff from the uphill Town of Kent stormwater collection and conveyance system is being discharged onto the subject property by four (4) 18" diameter drainage pipes and one (1) 24" diameter drainage pipe. The unmitigated flow from the pipes has created eroded channels down the steep slopes on the project site, with a direct discharge to the onsite NYSDEC Wetland LC-52 and the Middle Branch of the Croton River. There are two components to the Kent-MB-1000 Stormwater Retrofit:

- The first component (Kent-MB-1000A) includes the treatment of the stormwater runoff from the uphill residential development tributary area, via Contech Jellyfish Filters along Longfellow Drive. A new stormwater collection and conveyance system is proposed on the subject property to safely convey the stormwater runoff from the uphill contributing

STORMWATER POLLUTION PREVENTION PLAN AND CROSSING, PIPING, OR DIVERSION PERMIT

Kent-MB-1000 Stormwater Retrofit
Town of Kent

June 26, 2024

Page 2 of 6

areas through the project site and down the steep slope with no further erosion. The proposed collection and conveyance system consist of grass lined and rip rap swales, precast concrete drainage structures and HDPE drainage pipes. The piping and diversion of the stormwater runoff/watercourses requires a Crossing, Piping, and Diversion Permit (CPDP). The collection system is sized to safely convey the watercourses and runoff from the tributary area to the downstream receiving waterbodies.

- The second component (Kent-MB-1000B) includes the elimination of multiple existing eroded channels. The existing eroded channels across the project site are proposed to be filled with onsite soils and stabilized to prevent further erosion.

The subject property, identified as Town of Kent Tax Map #22.-2-16, is an existing 91.4 ± acre parcel bordered by Interstate Route 84 to the east, NYS Route 311 to the south and Longfellow Road to the west.

The construction of the proposed project is estimated to disturb approximately 9.9 acres of land, of which, the total new impervious area will be approximately 0.1 acres. Proprietary stormwater management practices in the form of Jellyfish Filters are provided for phosphorous removal from the uphill residential development. In addition, a settling basin is proposed at the discharge of the new stormwater collection and conveyance system and upstream of the NYSDEC Wetland, to decrease runoff velocities and reestablish non-erosive sheet flow prior to discharging to the wetland.

The Stormwater Pollution Prevention Plan (SWPPP) shall be implemented in accordance with the submitted plans and report titled “Stormwater Pollution Prevention Plan prepared for “East of Hudson Watershed Corporation Kent-MB-1000, NYS Route 311, Town of Kent, Putnam County, New York”, dated August 7, 2023, last revised May 17, 2024, prepared by Insite Engineering, Surveying & Landscape Architecture, PC. (See appendix A).

Dates of site inspection:

November 2023

STORMWATER POLLUTION PREVENTION PLAN AND CROSSING, PIPING, OR DIVERSION PERMIT

Kent-MB-1000 Stormwater Retrofit
Town of Kent

June 26, 2024
Page 3 of 6

(XX) Approved

() Denied

Conditions of Approval:

This approval is granted with the following conditions:

- The regulated activity must be conducted in compliance with the plans as approved, listed in Appendix A, all applicable accepted standards, and all applicable laws, rules, and regulations.
- Any alteration or modification of the SWPPP must be approved by DEP prior to implementation; DEP may opt to issue an amended SWPPP Determination.
- The applicant must schedule a pre-construction conference prior to the start of construction. Present at the meeting should be the applicant, the design engineer, the general contractor, and DEP staff.
- The applicant must notify DEP at least forty-eight (48) hours prior to the commencement of construction activity so that compliance inspections may be scheduled by DEP.
- All erosion and sediment controls must be properly installed and maintained until the site has been stabilized and the risk of erosion eliminated. Final stabilization is defined in the General Permit as all soil disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of 80% cover for the area has been established or equivalent stabilization measures (such as the use of mulches or geotextiles) have been employed.
- At the completion of the project, the applicant is required to submit as-built drawings for all stormwater management, runoff reduction and water quality facilities.
- The stormwater management and water quality facilities must be maintained in accordance with the maintenance schedule included in the SWPPP as approved by DEP.
- This approval shall expire and thereafter be null and void unless construction is completed within Five (5) years of the date of issuance or within any extended period of time approved by DEP upon good cause shown.
- In the event that the material submitted is inaccurate or misleading, this approval is not valid, and construction of this project is in violation of DEP regulations.
- Failure to comply with any of the conditions of this approval is a violation of this approval and the *Rules and Regulations for The Protection from Contamination, Degradation and Pollution of The New York City Water Supply and Its Sources*.
- A copy of the approved plans and determination should be maintained for record, and a copy must be available for inspection at the construction site.

STORMWATER POLLUTION PREVENTION PLAN AND CROSSING, PIPING, OR DIVERSION PERMIT

Kent-MB-1000 Stormwater Retrofit
Town of Kent

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- DEP shall be provided access to the project site during the construction phase for monitoring and inspection purposes.
- This approval and all conditions of the approval are binding on the owner of the property where the facility is to be located. Any references to the “applicant” in this approval or in any conditions of this approval shall be deemed to refer to the owner of such property.
- If the applicant sells or otherwise transfers title of **Kent-MB-1000 Stormwater Retrofit** before all construction planned for the property is completed and the site is stabilized, the applicant shall require the new owner (“Buyer”) to comply with the SWPPP approved by the New York City Department of Environmental Protection on June 26, 2024, including, but not limited to, conservation easements, negative covenants, all provisions relating to erosion and sediment control during construction and to all maintenance of the stormwater management facilities once construction is complete. In particular, the applicant shall provide the Buyer with a copy of the SWPPP and shall cause the following real covenants and restrictions to be recorded with the deed for **Kent-MB-1000 Stormwater Retrofit** with the following provisions:
 - (1) Buyer hereby acknowledges, covenants, warrants, and represents that he/she shall install and maintain any and all erosion controls and stormwater management facilities on the premises in accordance with the SWPPP, such SWPPP being attached hereto as Exhibit ____.
 - (2) Buyer’s installation and maintenance of the erosion control and stormwater management facilities shall be for the benefit of the City of New York as well as for the owners of **Kent-MB-1000 Stormwater Retrofit**.
 - (3) Buyer’s obligation to install and maintain any and all erosion controls and stormwater management facilities on the premises in accordance with the attached SWPPP shall be perpetual, shall run with the land, and shall be binding on Buyer’s heirs, successors, and assigns.
 - (4) Buyer hereby covenants, warrants and represents that any lease, mortgage, subdivision, or other transfer of **Kent-MB-1000 Stormwater Retrofit** SWPPP, or any interest therein, shall be subject to the restrictive covenants contained herein pertaining to the installation and maintenance of erosion control and stormwater management facilities, and any deed, mortgage, or other instrument of conveyance shall specifically refer to the attached SWPPP and shall specifically state that the interest thereby conveyed is subject to covenants and restrictions contained herein.
- Prior to conveying title, **Kent-MB-1000 Stormwater Retrofit**, the applicant shall submit to the New York City Department of Environmental Protection a proposed deed containing the aforementioned real covenants and restrictions.

STORMWATER POLLUTION PREVENTION PLAN AND CROSSING, PIPING, OR DIVERSION PERMIT

Kent-MB-1000 Stormwater Retrofit
Town of Kent

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Date: June 26, 2024

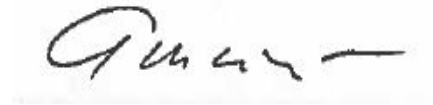
Kent-MB-1000 Stormwater Retrofit
NYS Route 311
(T) Kent, (C) Putnam
Tax Map # 22.-2-16
Middle Branch Reservoir Drainage Basin
DEP Log #2023-MB-0467-CPDP.1 / SP.1

Determination made by:



Matthew Giannetta, CPSWQ
Chief
Regulatory & Engineering Programs

Recommended for Approval:



Andreea A. Oncioiu, APM III
EOH Project Review Group
Regulatory & Engineering Programs

STORMWATER POLLUTION PREVENTION PLAN AND CROSSING, PIPING, OR DIVERSION PERMIT

Kent-MB-1000 Stormwater Retrofit
Town of Kent

June 26, 2024
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APPENDIX A

Insite Engineering, Surveying & Landscape Architecture, PC prepared the following documents for **Kent-MB-1000 Stormwater Retrofit**:

1. “Stormwater Pollution Prevention Plan prepared for “East of Hudson Watershed Corporation Kent-MB-1000, NYS Route 311, Town of Kent, Putnam County, New York”, dated August 7, 2023, last revised May 17, 2024.
2. Drawing EX-1: Existing Conditions Plan, Kent-MB-1000 Stormwater Retrofit, NYS Route 311, Town of Kent, Putnam County, New York, dated November 14, 2022, last revised May 17, 2024.
3. Drawing PH-1: Phasing Plan, Kent-MB-1000 Stormwater Retrofit, NYS Route 311, Town of Kent, Putnam County, New York, dated November 14, 2022, last revised May 17, 2024.
4. Drawing SP-1: Enlarged Site Plan, Kent-MB-1000 Stormwater Retrofit, NYS Route 311, Town of Kent, Putnam County, New York, dated November 14, 2022, last revised May 17, 2024.
5. Drawing SP-2: Enlarged Site Plan, Kent-MB-1000 Stormwater Retrofit, NYS Route 311, Town of Kent, Putnam County, New York, dated November 14, 2022, last revised May 17, 2024.
6. Drawing SP-3: Enlarged Site Plan, Kent-MB-1000 Stormwater Retrofit, NYS Route 311, Town of Kent, Putnam County, New York, dated November 14, 2022, last revised May 17, 2024.
7. Drawing D-1: Details, Kent-MB-1000 Stormwater Retrofit, NYS Route 311, Town of Kent, Putnam County, New York, dated November 14, 2022, last revised May 17, 2024.



STORMWATER POLLUTION PREVENTION PLAN

For

**East of Hudson Watershed Corporation
Kent-MB-1000**

**NYS Route 311, Town of Kent,
Putnam County, New York
May 17, 2024**

Owner Information:

EBSE, LLC
1699 Route 6, Suite 1
Carmel, NY 10512

Project Administrator Information:

East of Hudson Watershed Corporation
2 Route 164, Suite 2
Patterson, NY 12563



Note: This report in conjunction with the project plans make up the complete Stormwater Pollution Prevention Plan.

Prepared by:
Insite Engineering, Surveying & Landscape Architecture, P.C.
3 Garrett Place
Carmel, New York 10512

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APPENDICES

Appendix A	Pre-Development Stormwater Analysis
Appendix B	Post-Development Stormwater Analysis
Appendix C	NYSDEC SPDES for Construction Activities Construction Site Log Book
Appendix D	Project and Owner Information
Appendix E	Pipe Sizing Calculations
Appendix F	Swale Sizing Calculations
Appendix G	Rock Outlet Protection Sizing
Appendix H	Draft NYSDEC Notice of Intent (NOI)

FIGURES

Figure 1:	Location Map
Figure 2:	Pre-Development Drainage Map
Figure 3:	Post-Development Drainage Map

PROJECT PLANS

EX-1	"Existing Conditions Plan"
PH-1	"Phasing Plan"
SP-1	"Enlarged Site Plan"
SP-2	"Enlarged Site Plan"
SP-3	"Enlarged Site Plan"
D-1	"Details"

1.0 INTRODUCTION

1.1 Project Description

The Kent-MB-1000 stormwater retrofit is located on a 91.4± acre parcel on the north side of NYS Route 311 and Ludington Court in the Town of Kent. As part of the project, improvements will be made to the upstream Town of Kent stormwater collection and conveyance system along Longfellow Drive. The project site is bordered by Interstate Route 84 to the east, NYS Route 311 to the south and Longfellow Road to the west. This retrofit was selected as a potential location by the project sponsor and is now being implemented by the East of Hudson Watershed Corporation (EOHWC). The project site is located in the Middle Branch Watershed.

Currently, the immediate drainage area surrounding the proposed stormwater retrofit consists of woods and dense residential development with no formal stormwater treatment. The untreated stormwater runoff from the uphill Town of Kent stormwater collection and conveyance system is currently being discharged onto the subject property by four (4) 18" diameter drainage pipes and one (1) 24" diameter drainage pipe. The unmitigated flow from the pipes has created eroded channels down the steep slopes on the project site with a direct discharge to the onsite NYSDEC Wetland LC-52 and Middle Branch of the Croton River. There are two components to the Kent-MB-1000 Stormwater Retrofit which are as follows:

- The first component (Kent-MB-1000A) includes the treatment of the stormwater runoff from the uphill residential development tributary area via Contech Jellyfish Filters along Longfellow Drive, uphill of the project site. A new stormwater collection and conveyance system is proposed on the subject property to safely convey the stormwater runoff from the uphill contributing areas through the project site and down the steep slope with no further erosion. The piping and diversion of the stormwater runoff requires a permit from the New York City Department of Environmental Protection (NYCDEP). The proposed collection and conveyance system will consist of grass lined and rip rap swales, precast concrete drainage structures and HDPE drainage pipe. The collection system will be sized to safely convey the runoff from the tributary area to the downstream receiving waterbodies.
- The second component (Kent-MB-1000B) includes the elimination of multiple existing eroded channels. The existing eroded channels across the project site are proposed to be filled with onsite soils to prevent further erosion. The channels proposed to be eliminated are centrally located on the project site and run east to west down the existing slope.

The stormwater retrofit design is proposed to provide treatment of the unmitigated flow from the Town stormwater collection and conveyance system and a new collection and conveyance system to safely convey the stormwater runoff through the project site without any further slope and channel erosion. Finally, the existing eroded channels are proposed to be filled in and stabilized. The existing eroded channels are a continued source of sediment deposition and phosphorous loading into the NYSDEC LC-52 wetland.

The following permits are required for the project:

PERMIT	STATUS
TOWN OF KENT	
Retrofit Projects within Municipalities are Exempt from Local Permitting	-
NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION	
SWPPP Approval	Pending
Crossing, Piping, or Diversion Permit	Pending
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION	
SWPPP General Permit Coverage (GP-0-20-001)	Not Submitted Yet
Freshwater Wetland Permit	Pending

There are no known enforcement actions, and no lawsuits or administrative proceedings, commenced against the applicant, or any principle affiliate of the applicant, for any alleged violations of law related to the applicant of the site, in the five years preceding this application.

1.2 Existing Site Conditions (Pre-Development)

The Kent-MB-1000 stormwater retrofit is located on the north side of NYS Route 311 and Ludington Court in the Town of Kent. The drainage area located to the west of the retrofit site consisting of mostly dense residential development which drains from west to east onto the project site. Runoff from this area enters the existing Town of Kent stormwater collection and conveyance system and is discharged onto the project site via four 18" diameter drainage pipes and one 24" diameter drainage pipe. The unmitigated flow from the pipes has created eroded channels down the steep slopes on the project site with a direct discharge to the onsite NYSDEC Wetland LC-52 and Middle Branch of the Croton River.

The stormwater analysis included in the subject SWPPP utilizes two design lines. The design lines can be seen on Figure 2 and Figure 3 and are identified as Design Line 1 and Design Line 2. Design Line 1 is located along the NYSDEC Wetland LC-52 limit on the east side of the project site. Design Line 2 is located along a section of the eastern property line upgrade of the adjoining residential properties. The design lines are used to assess the stormwater runoff from the property and any potential impacts from the proposed stormwater retrofit project to the existing natural resources downstream of the project site. The pre-development contributing areas to the Design Lines are identified as subcatchment PRE 1 and PRE 2.

The hydrologic soils groups for the project consists of "C", "D" and "C/D". The designations of the onsite soils located within the proposed limits of disturbance consist of Paxton Fine Sandy Loam (PnC, PnD, PoC, and PoD), Ridgebury loam (RdB), and Woodbridge Loam (WdB) as identified on the Soil Conservation Service Web Soil Survey. The soils boundaries are shown on Figure 2 and 3 of this report. The following soil group descriptions are as defined by Soil Conservation Service Web Soil Survey.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

When soils are assigned to a dual hydrologic group (C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes, therefore the Woodbridge Loam (WdB) was modeled as a "D" soil in Appendix A and B.

1.3 Proposed Site Conditions (Post Development)

The subject project is an East of Hudson Stormwater Retrofit in the Town of Kent. The stormwater retrofit design is proposed to provide treatment of the unmitigated flow from the Town stormwater collection and conveyance system and a new collection and conveyance system to safely convey the stormwater runoff through the project site without any further slope and channel erosion. The ultimate goal of the stormwater retrofit is reducing phosphorus loading within the East of Hudson Watershed. The proposed stormwater retrofit consists of two components which are as follows:

- The first component (Kent-MB-1000A) includes the treatment of the stormwater runoff from the uphill residential development tributary area via Contech Jellyfish Filters along Longfellow Drive, uphill of the project site. A new stormwater collection and conveyance system is proposed on the subject property to safely convey the stormwater runoff from the uphill contributing areas through the project site and down the steep slope with no further erosion. The piping and diversion of the stormwater runoff requires a permit from the New York City Department of Environmental Protection (NYCDEP). The proposed collection and conveyance system will consist of grass lined and rip rap swales, precast concrete drainage structures and HDPE drainage pipe. The collection system will be sized to safely convey the runoff from the tributary area to the downstream receiving waterbodies.

- The second component (Kent-MB-1000B) includes the elimination of multiple existing eroded channels. The existing eroded channels across the project site are proposed to be filled with onsite soils to prevent further erosion. The channels proposed to be eliminated are centrally located on the project site and run east to west down the existing slope.

The stormwater retrofit design is proposed to provide treatment of the unmitigated flow from the Town stormwater collection and conveyance system and a new collection and conveyance system to safely convey the stormwater runoff through the project site without any further slope and channel erosion. Finally, the existing eroded channels are proposed to be filled in and stabilized. The existing eroded channels are a continued source of sediment deposition and phosphorous loading into the NYSDEC LC-52 wetland.

As the project is classified as a stormwater retrofit and exceeds more than 1 acre of soil disturbance, an Erosion and Sediment Control Only SWPPP is required in accordance with the New York State Department of Environmental Conservation (NYSDEC) SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-20-001). As such, post construction stormwater management practices are not required to meet the NYSDEC and NYCDEP stormwater requirements. Proprietary stormwater management practices in the form of Jellyfish Filters are provided at the request of the EOHWC to provide phosphorus removal from the uphill residential development. A settling basin is proposed at the discharge of the new stormwater collection and conveyance system and upstream of the NYSDEC Wetland to decrease runoff velocities and re-establish non-erosive sheet flow prior to discharging to the wetland. Additionally, an erosion and sediment control plan has been prepared in accordance with the New York State Standards and Specifications for Erosion and Sediment Control to protect the existing waterbodies and drainage features during construction activities and in the post development condition.

2.0 STORMWATER MANAGEMENT

The proposed stormwater management system for the Kent-MB-1000 stormwater retrofit project has been designed to meet the requirements of local, regional, and state stormwater ordinances and guidelines, including but not limited to the Town of Kent, East of Hudson Watershed Corporation, NYCDEP and the NYSDEC. Specifically, the following codes / regulations have been used to design this SWPPP:

- *NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities, General Permit GP-0-20-001 (GP-0-20-001).*
- *NYCDEP Rules and Regulations for the Protection from Contamination, Degradation, and Pollution of the New York City Water Supply and its Sources (Rules and Regulations).*
- *East of Hudson Watershed Corporation – Stormwater Retrofit Project Design Manual, Project Years 6-10.*

Since the subject project proposes the disturbance of more than 1 acre, coverage under the New York State Department of Environmental Conservation (NYSDEC) SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-20-001) is required. In accordance with Appendix B, Table 1 of GP-0-20-001, an Erosion and Sediment Control Only SWPPP is required as the project is classified as a stormwater retrofit.

Additionally, permitting and approval will need to be obtained from the NYCDEP. As noted above, this stormwater retrofit requires NYCDEP SWPPP approval and a NYCDEP Crossing, Piping, and Diversion Permit (CPDP) Permit. As the project proposes to disturb greater than two acres of land on slopes exceeding 15 percent, a SWPPP approval is required in accordance with Section 18-39 (b)(4)(iv) of the NYCDEP Rules & Regulations. Additionally, as the existing eroded channels may be considered a watercourse by the NYCDEP, the diversion and piping of the stormwater runoff conveyed by the channels will require a CPDP Permit. Refer to Section 2.1 below for further discussion on the NYCDEP requirements.

To address stormwater quantity requirements of the NYCDEP, the “HydroCAD” Stormwater Modeling System,” by HydroCAD Software Solutions LLC in Tamworth, New Hampshire, was used to model and assess the peak stormwater flows for the subject project. HydroCAD is a computer aided design program for modeling the hydrology and hydraulics of stormwater runoff. It is based primarily on hydrology techniques developed by the United States Department of Agriculture, Soil Conservation Service (USDA,

SCS) TR-20 method combined with standard hydraulic calculations. For details on the input data for the subcatchments and design storms, refer to Appendix A and B and for the supporting data relative to the soil breakdown within the overall contributing area shown in the HydroCAD analysis, see Appendix A and B of this report:

The input requirements for the HydroCAD computer program are as follows:

Subcatchments (contributing watershed/sub-watersheds)

- Design storm rainfall in inches
- CN (runoff curve number) values which are based on soil type and land use/ground cover
- Tc (time of concentration) flow path information

The following is a general description of the input data used to calculate the pre- and post-development stormwater runoff values. For detailed information for each subcatchment, see Appendix A & B. The precipitation values for the 1-Year, 10-Year, 100-Year 24-hour design storm events and rainfall distribution curves utilized for this report were obtained from the information provided by Northeast Regional Climate Center (NRCC) and the Natural Resources Conservation Service (NRCS) which is available online at www.precip.eas.cornell.edu. The values provided for all design storms analyzed are listed below.

Design Storm	24-Hour Rainfall
1-Year	2.73"
10-Year	4.90"
100-Year	8.69"

The CN (runoff curve number) values utilized in this report were referenced from the USDA, SCS publication *Urban Hydrology for Small Watersheds*.

2.1 NYCDEP Requirements

As previously discussed the proposed stormwater retrofit project requires a NYCDEP SWPPP approval from the NYCDEP per Section 18-39(b)(4) of the Rules and Regulations which state:

- (iii) A land clearing project, involving two or more acres, located at least in part within the limiting distance of 100 feet of a watercourse or wetland, or within the limiting distance of 300 feet of a reservoir, reservoir stem or controlled lake or on a slope exceeding 15 percent.

There are no proposed stormwater discharge from industrial activities for the proposed development. The proposed project does not include any new solid waste management facilities or alterations / modifications to existing facilities.

The NYCDEP Rules and Regulations parallel the requirements of the NYSDEC. Per Section 18-39(b)(3)(ii) of the NYCDEP Rules & Regulations, construction activities identified in Table 1 of Appendix B must be prepared and implemented in accordance with Part III of GP-0-20-001. As previously mentioned, as the subject project is classified as a stormwater retrofit which exceeds greater than 1 acre of soil disturbance, an Erosion and Sediment Control Only SWPPP is required in accordance with Appendix B, Table 1 of GP-0-20-001. This report and project plans have been prepared to make up the complete Erosion and Sediment Control Only SWPPP in accordance with GP-0-20-001.

Furthermore, in Section 18-39(b)(3)(ii) of the NYCDEP Rules & Regulations, construction activities that alter the hydrology from pre to post development conditions must comply with the requirements of subsection (b)(3), or a Post-Construction Stormwater Management Practice SWPPP. As defined in the Rules & Regulations, a construction activity is deemed to alter hydrology from pre to post development conditions if the post-development peak rate of flow for the activity has increased by more than 5% of the pre-development condition for the 1-year, 10-year, and 100-year, 24-hour storm event. As shown in the stormwater analysis included in Appendix A and B and in Table 2.1.1 below, the peak rate of flow to either Design Line in the post-development condition does not increase by greater than 5% of the pre-development condition.

Table 2.1.1– Existing and Proposed Conditions Peak Flows

24-HOUR DESIGN STORM PEAK FLOWS (c.f.s.)						
	1-YEAR		10-YEAR (Overbank Flood Control)		100-YEAR (Extreme Flood Control)	
	Pre	Post	Pre	Post	Pre	Post
Design Line 1	28.4	27.8	89.4	91.6	201.7	210.3
Design Line 2	5.6	3.2	18.2	10.4	41.1	23.6

As shown in the above table, as the peak flows from the contributing areas to the design lines in the post development condition do not increase by more than 5% of the existing condition levels, the project Erosion and Sediment Control Only SWPPP meets the NYCDEP SWPPP requirements and post-construction stormwater management is not required.

3.0 STORMWATER CONVEYANCE SYSTEM

The stormwater conveyance system for the project consists of grass lined and rip rap swales, precast concrete drainage structures and HDPE drainage piping. In the locations of proposed stormwater piping, the system has been sized utilizing the Rational Method and is a standard method used by engineers to develop flow rates for sizing collection systems. The Rational Method calculates flows based on a one-hour design storm. The collection system has been sized to convey, at a minimum, the 100-year design storm. Sizing calculations for the stormwater conveyance system are provided in Appendix E and F.

4.0 EROSION AND SEDIMENT CONTROL

Erosion and sediment control should be accomplished by four basic principles: diversion of clean water, containment of sediment, treatment of dirty water, and stabilization of disturbed areas. Diversion of clean water should be accomplished with swales. This diverted water should be safely conveyed around the construction area as necessary and discharged downstream of the disturbed areas. Sediment should be contained with the use of silt fence at the toe of disturbed slopes. Disturbed areas should be permanently stabilized within 7 days of final grading to limit the required length of time that the temporary facilities must be utilized. The owner will be responsible for the maintenance of the temporary erosion control facilities. Refer to the Project Drawings for further information implementation of the Erosion Control Plan and Construction Sequence.

4.1 Temporary Erosion and Sediment Control Facilities

Temporary erosion and sediment control facilities should be installed and maintained as required to reduce the impacts to off-site properties. The owner will be required to provide maintenance for the temporary erosion and sediment control facilities. In general, the following temporary methods and materials should be used to control erosion and sedimentation from the project site:

- Stabilized Construction Access
- Dust Control
- Silt Fence Barriers
- Storm Drain Inlet Protection
- Temporary Soil Stabilization
- Stone Check Dams
- Geotextile Anchoring
- Site Pollution Prevention

All temporary erosion control measures will be designed, installed and maintained in accordance with the November 2016 New York State Standards and Specifications for Erosion and Sediment Control as well as the Erosion & Sediment Control Maintenance Schedule contained on the Project Drawings, and as discussed below. Refer to the Erosion and Sediment Control Maintenance Schedule on the project drawings for further information regarding the implementation and maintenance requirements for all erosion control measures throughout construction and after final stabilization is achieved.

A stabilized construction access should be installed at the site entrance as shown on the project plans. The design drawings will include details to guide the contractor in the construction of this access. The intent of the stabilized construction access is to prevent the “tracking” of soil from the site.

Dust control should be accomplished with water sprinkling trucks if required. During dry periods, sprinkler trucks should wet all exposed earth surfaces as required to prevent the transport of air-borne particles to adjoining areas.

Siltation barriers constructed of geosynthetic filter cloth should be installed at the toe of all disturbed slopes. The intent of these barriers is to contain silt and sediment at the source and inhibit its transport by stormwater runoff. The siltation barriers will also help reduce the rate of runoff by creating filters through which the stormwater must pass. During construction, the siltation barriers shall be inspected weekly and after a rainfall event and shall be cleaned/replaced when needed.

Storm drain inlet protection in the form of a manufactured insert that will be installed in all proposed inlets. The manufactured insert inlet protection will serve to filter stormwater runoff before it enters the collection system. Throughout construction the concrete drainage structures, associated piping and inlet protections shall be inspected weekly and after a rainfall event. These items shall be cleaned, repaired and/or replaced when needed.

When land is exposed during development, the exposure shall be kept to the shortest practical period, but in no case more than 7 days. Temporary grass seed and mulch shall be applied to any construction area idle for two weeks. The temporary seeding and mulching shall be performed in accordance with the seeding notes illustrated on the project drawings. Disturbance shall be minimized in the areas required to perform construction. Upon completion of final grading topsoil, permanent seeding and mulch shall be applied in accordance with the project drawings.

Stone Check Dams are proposed to be installed across the proposed grassed swales to reduce erosion by slowing down the velocity of flow in the channel. The check dams shall be installed in accordance with the notes and details on the project plans. Maintenance of the check dams including removal of sediment, repairs and replacement shall be performed during and after construction.

Geotextile anchoring is proposed on all disturbed slopes steeper than 3H:1V. Erosion control blankets are proposed to aid in soil stabilization on steep slopes and promote germination. Disturbed areas should be topsoiled, raked and seeded prior to installing erosion control blankets. Blankets shall be inspected weekly and after each rainfall event until final stabilization is achieved for that area. See project plans for additional notes and details.

Site pollution prevention shall be performed for non-sediment pollutants during construction. Care shall be taken during construction to prevent the generation of pollutants due to the improper handling, storage, and spills and prevent the movement of toxic substances from the site into surface waters. Site pollution prevention details are discussed further in Section 5.1 below.

The stormwater runoff will be managed by the temporary erosion and sediment control facilities during construction. As discussed in the construction sequences provided the project plans the stabilized construction entrance shall be installed at the site entrance and silt fence shall be installed along the down hill perimeter of where soil disturbing activities will occur containing sediment laden stormwater runoff on-site.

4.2 Permanent Erosion and Sediment Control Facilities

Permanent erosion and sediment control will be accomplished by diverting stormwater runoff from steep slopes, controlling/reducing stormwater runoff velocities and volumes, and vegetative and structural surface stabilization. All of the permanent facilities are relatively maintenance free and only require periodic inspections. The owner will provide maintenance for all the permanent erosion and sediment control facilities.

Rock outlet protection or a level spreader will be provided at the discharge end of all piped drainage systems, and will be sized in accordance with the Blue Book. The purpose of the rock outlet protection is to reduce the depth, velocity, and energy of water, such that the flow will not erode the receiving downstream reach. The rock outlet protection shall be inspected for evidence of scour

beneath the riprap and/or for any dislodged stones. Inspections of the rock outlet protection and level spreader shall be performed during the inspections of the post-construction SMP's for the project.

Other than the paved or gravel surfaces, disturbed surfaces will be stabilized with vegetation within 7 days of final grading. Permanent seed mix and mulch shall be applied to idle areas to minimize the amount of exposed soil. Permanent seed mixtures are proposed for the project and illustrated on project drawings. Application rates for the seed and mulch are provided on the project drawings. The vegetation will control stormwater runoff by preventing soil erosion, reducing runoff volume and velocities, and providing a filter medium. Permanent seeding should optimally be undertaken in the spring from March 21st through May 20th and in late summer from August 15th to October 15th.

5.0 IMPLEMENTATION AND MAINTENANCE

5.1 Construction Phase

Details associated with the implementation and maintenance of the proposed stormwater facilities and erosion control measures during construction are shown on the project drawings. Soil disturbance for both the subject project shall not exceed five acres at any given time. The erosion control plan will include associated details and notes to aid the contractor in implementing the plan. Construction is anticipated to begin in the fall of 2024 and anticipated to be completed by the fall of 2025.

During construction, a Site Log Book, Appendix C, is required to be kept per NYSDEC SPDES General Permit GP-0-20-001. Erosion and sediment control inspections are required to be conducted as necessary under coverage of the permit (minimum twice a week) and an updated logbook and a copy of the SWPPP is required to be kept on site for the duration of the construction activities. The Construction Site Log Book is an appendix taken from the *New York Standards and Specifications for Erosion and Sediment Control* (Blue Book).

In addition to the proposed erosion and sediment control facilities, the following good housekeeping best management practices shall be implemented to mitigate potential pollution during the construction phase of the project. The general contractor overseeing the day-to-day site operation shall be responsible for the good housekeeping best management practices included in the following general categories:

- Material Handling and Waste Management
- Establishment of Building Material Staging Areas
- Establishment of Washout Areas
- Proper Equipment Fueling and Maintenance Practices
- Spill Prevention and Control Plan

All construction waste materials shall be collected and removed from the site regularly by the general contractor. The general contractor shall supply waste barrels for proper disposal of waste materials. All personnel working on the site shall be instructed of the proper procedures for construction waste disposal.

Although it is not anticipated any hazardous waste materials will be utilized during construction, any hazardous waste materials shall be disposed of in accordance with federal, state, and local regulations. No hazardous waste shall be disposed of on-site. Hazardous waste materials shall be stored in appropriate and clearly marked containers and segregated from the other non-waste materials. All hazardous waste shall be stored in a structurally sound and sealed shipping containers located in the staging areas. Material safety data sheets, material inventory, and emergency contact numbers will be maintained in the office trailer. All personnel working on the site shall be instructed of the proper procedures for hazardous waste disposal.

Temporary sanitary facilities (portable toilets) shall be provided on site during the entire length of construction. The sanitary facilities shall be located in the project staging area, or in an alternate area away from the construction activities on the site. The portable toilets shall be inspected weekly for evidence of leaking holding tanks.

All recyclables, including wood pallets, cardboard boxes, and all other recyclable construction scraps shall be disposed of in a designated recycling barrel provided by the contractor and removed from the site regularly. All personnel working on the site shall be instructed of the proper procedures for construction waste recycling.

All construction equipment and maintenance materials shall be stored in a construction staging area. Silt fence shall be installed down gradient of the construction staging area. Shipping containers shall be utilized to store hand tools, small parts, and other construction materials, not taken off site daily. Construction waste barrels, recycling barrels and if necessary hazardous waste containers shall be located within the limits of the construction staging area.

Throughout the construction of the project, several types of vehicles and equipment will be used on-site. Fueling of the equipment shall occur within the limits of the construction staging area. Fuel will be delivered to the site as needed, by the general contractor, or a party chosen by the general contractor. Only minor vehicle equipment maintenance shall occur on-site, all major maintenance shall be performed off-site. All equipment fluids generated from minor maintenance activities shall be disposed of into designated drums and stored in accordance with the hazardous waste storage as previously discussed.

The designated temporary concrete washout areas shall be constructed in accordance with the detail in the general locations as shown on the project plans. The temporary concrete washout areas shall be lined with plastic sheeting as specified on the detail free of holes or tears. Should the liner rip or tear at any time it shall be replaced immediately. All concrete mixer trucks and chutes shall be washed in the designated concrete wash areas. All personnel working on the site including concrete equipment operators shall be instructed of the locations and proper procedures for concrete washout. When the temporary concrete washout areas are no longer needed the hardened concrete and materials used to construct the washout area shall be broken up and removed from the site and disposed of in a landfill.

Vehicles and equipment shall be inspected on each day of use. Any leak discovered shall be repaired immediately. All leaking equipment unable to be repaired shall be removed from the site. Ample supplies of absorbent, spill-cleanup materials, and spill kits shall be located in the construction staging area. All spills shall be cleaned up immediately upon discovery. Spent absorbent materials and rags shall be hauled off-site immediately after the spill is cleaned for disposal at a local landfill. All personnel working on the site shall be instructed of the proper procedures for spill prevention and control. Petroleum spills (if applicable) and hazardous material spills must be reported to the NYSDEC Spill Hotline (1-800-457-7362). For spills not deemed reportable, it is strongly recommended that the facts concerning the incident be documented by the spiller and record maintained for one year. Any spill large enough to discharge to surface water will be immediately reported to the local fire / police departments, NYCDEP, and the National Response Center 1-800-424-8802. The contractor shall contain, recover all spills/contaminants as soon as possible to minimize any damages to the environment. Cleanup and corrective actions of releases shall be performed by a qualified contractor in accordance with all pertinent regulations.

Vegetation should be inspected every 30 days and after every major storm event until established, after which inspections should take place on a quarterly basis and after every large storm event. Damaged areas should be immediately re-seeded and re-mulched.

5.2 Soil Restoration

Soil Restoration is required to be applied across areas of the development site where soils have been disturbed and will be vegetated. The purpose is to recover the original properties and porosity of the soil compacted during construction activity. Soil Restoration is applied in the cleanup, restoration, and landscaping phase of construction followed by the permanent establishment of an appropriate, deep-rooted groundcover to help maintain the restored soil structure. Soil restoration includes mechanical decompaction and compost amendment. The table below describes various soil disturbance activities related to land development, soil types and the requirements for soil restoration for each activity as identified in the Design Manual. Restoration is applied across areas of a development site where soils have been compacted and will be vegetated according to the criteria defined in the table below:

Soil Restoration Requirements ^{1, 2,4}			
(Onsite soils within the limit of disturbance belong to Hydrologic Soil Groups (HSG) C)			
Type of Soil Disturbance	Soil Restoration Requirement		Comments/Examples
No soil disturbance	Restoration not permitted		Preservation of Natural Features
Minimal soil disturbance	Restoration not required		Clearing and grubbing
Areas where topsoil is stripped only - no change in grade	HSG A & B	HSG C&D	Protect area from any ongoing construction activities.
	Apply 6 inches of topsoil	Aerate ³ and apply 6 inches of topsoil	
Areas of cut or fill	HSG A &B	HSG C&D	
	Aerate ¹ and apply 6 inches of topsoil	Apply full Soil Restoration ²	
Heavy traffic areas on site (especially in a zone 5-25 feet around buildings but not within a 5-foot perimeter around foundation walls)	Apply full Soil Restoration (decompaction and compost Enhancement ⁶)		
Areas where Runoff Reduction and/or Infiltration practices are applied	Restoration not required, but may be applied to enhance the reduction specified for appropriate practices.		Keep construction equipment from crossing these areas. To protect newly installed practice from any ongoing construction activities construct a single phase operation fence area
Redevelopment projects	Soil Restoration is required on redevelopment projects in areas where existing impervious area will be converted to pervious area.		

1. Aeration includes the use of machines such as tractor-drawn implements with coulters making a narrow slit in the soil, a roller with many spikes making indentations in the soil, or prongs which function like a mini-subsoiler.
2. Per "Deep Ripping and De-compaction, DEC 2008".
3. Aeration includes the use of machines such as tractor-drawn implements with coulters making a narrow slit in the soil, a roller with many spikes making indentations in the soil, or prongs which functions like a mini-subsoiler.
4. During periods of relatively low to moderate subsoil moisture, the disturbed soils are returned to rough grade and the following Soil Restoration steps applied:
 - 5.1. Apply 3 inches of compost over subsoil.
 - 5.2. Till compost into subsoil to a depth of at least 12 inches using a cat-mounted ripper, tractor-mounted disc, or tiller, mixing, and circulating air and compost into subsoils.
 - 5.3. Rock-pick until uplifted stone/rock materials of four inches and larger size area cleaned off the site.
 - 5.4. Apply topsoil to a depth of 6 inches.
 - 5.5. Vegetate as required by seeding notes located on the project drawings.
 - 5.6. Tilling should not be performed within the drip line of any existing trees or over any utility installations that are within 24 inches of the surface.
6. Compost shall be aged, from plant derived materials, free of viable weed seeds, have no visible free water or dust produced when handling, pass through a half inch screen and have a pH suitable to grow desired plants.

After soil restoration is completed an inspector should be able to push a 3/8" metal bar twelve inches into the soil with just body weight. Following decompaction/soil restoration activities, the following maintenance is anticipated during the first year:

- Initial inspections for the first six months (once after each storm greater than a half-inch).
- Reseeding to repair bare or eroding areas to assure grass stabilization.
- Water once every three days for first month, and then provide a half inch of water per week during first year. Irrigation plan may be adjusted according to the rain event.

- Fertilization may be needed in the fall after the first growing season to increase plant vigor.

In order to ensure the soil remains decompacted the following ongoing maintenance is recommended:

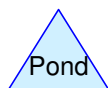
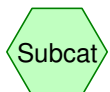
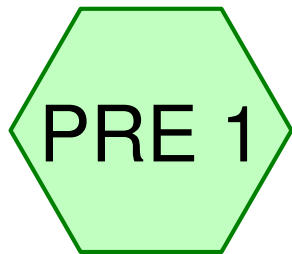
- Planting the appropriate ground cover with deep roots to maintain the soil structure.
- Keeping the site free of vehicular and foot traffic or other weight loads. Consider pedestrian footpaths (sometimes it may be necessary to de-thatch the turf every few years).

5.3 Long Term Maintenance Plan

The stormwater facilities for the subject project have been designed to minimize the required maintenance. This section discusses the minimum maintenance requirements to insure long-term performance of the stormwater facilities. Initially the stormwater facilities will require an increased maintenance and inspection schedule until all portions of the site are stable. Generally, the stormwater facilities consist of either collection and conveyance components or treatment components.

The stormwater collection and conveyance system is composed of grass lines and rip rap swales, HDPE drainage pipe and precast concrete drainage structures. The owner will assume the maintenance responsibilities for the drainage system. Minimal maintenance is typically required for these facilities. All pipes should be checked for debris and blockages and cleaned as required. All drain inlet sumps shall be cleaned to remove deposited sediment. During the cleaning process, the pipes should be inspected for structural integrity and overall condition; repairs and/or replacement should be made as required. The proposed swales shall be checked for debris and evidence of erosion and shall be cleaned and repaired as required.

APPENDIX A
Pre-Development Stormwater Analysis



Routing Diagram for Pre-Development

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Pre-Development

NY-Lake Carmel Business Center 24-hr S0P 1-yr Rainfall=2.73"

Prepared by Insite Engineering, Surveying & Landscape Architecture, P.C.

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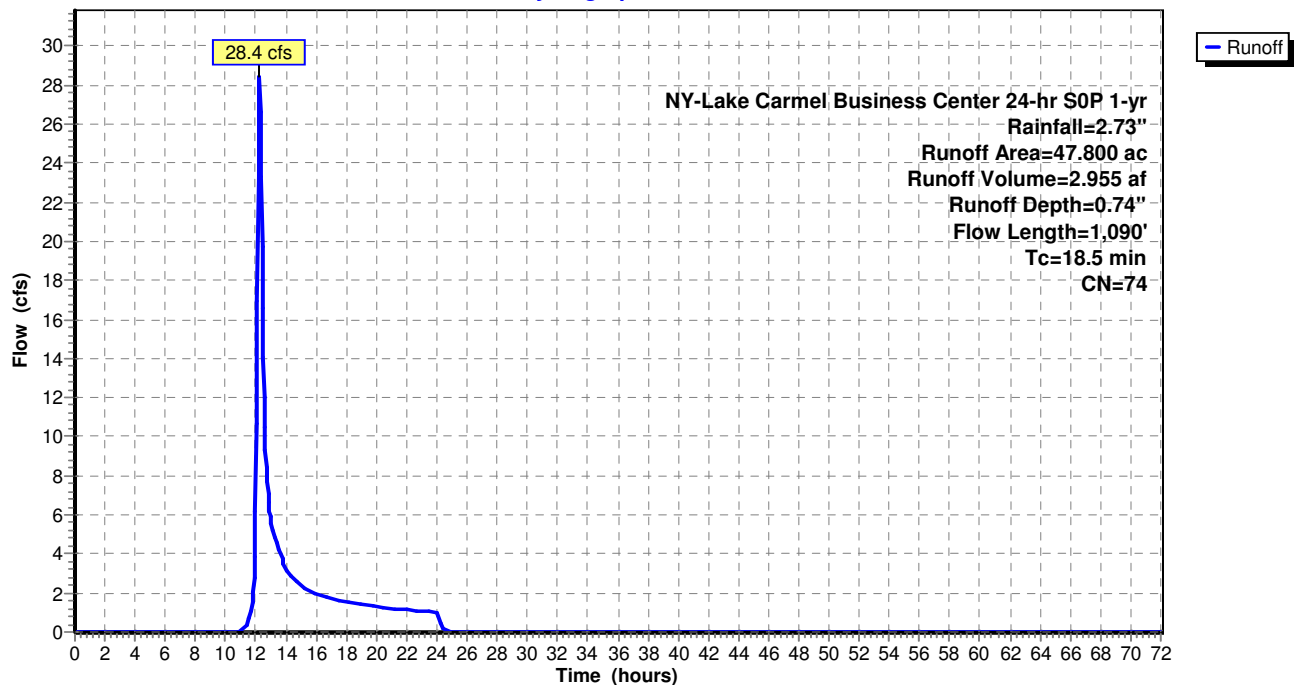
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Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
NY-Lake Carmel Business Center 24-hr S0P 1-yr Rainfall=2.73"

Area (ac)	CN	Description
41.800	73	Woods, Fair, HSG C
6.000	79	Woods, Fair, HSG D
47.800	74	Weighted Average
47.800		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.7	100	0.1100	0.16		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.29"
2.6	300	0.1500	1.94		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
3.6	460	0.1800	2.12		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
1.0	160	0.2800	2.65		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
0.6	70	0.1400	1.87		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
18.5	1,090	Total			

Subcatchment PRE 1:**Hydrograph**

Pre-Development

NY-Lake Carmel Business Center 24-hr SOP 1-yr Rainfall=2.73"

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Summary for Subcatchment PRE 2:

Runoff = 5.6 cfs @ 12.17 hrs, Volume= 0.505 af, Depth= 0.70"

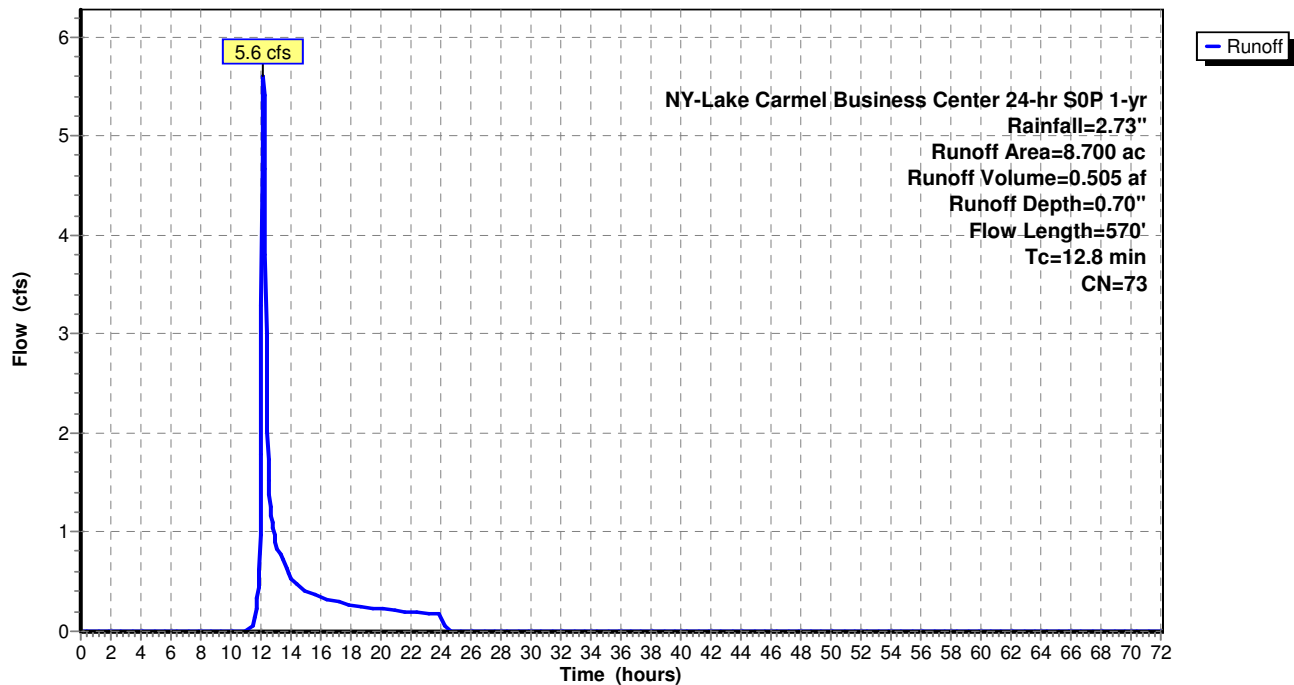
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
NY-Lake Carmel Business Center 24-hr SOP 1-yr Rainfall=2.73"

Area (ac)	CN	Description
8.700	73	Woods, Fair, HSG C
8.700		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.0	100	0.1700	0.19		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.29"
1.5	180	0.1700	2.06		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
0.8	110	0.2300	2.40		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
1.5	180	0.1500	1.94		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
12.8	570	Total			

Subcatchment PRE 2:

Hydrograph



Pre-Development

NY-Lake Carmel Business Center 24-hr S0P 10-yr Rainfall=4.90"

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Summary for Subcatchment PRE 1:

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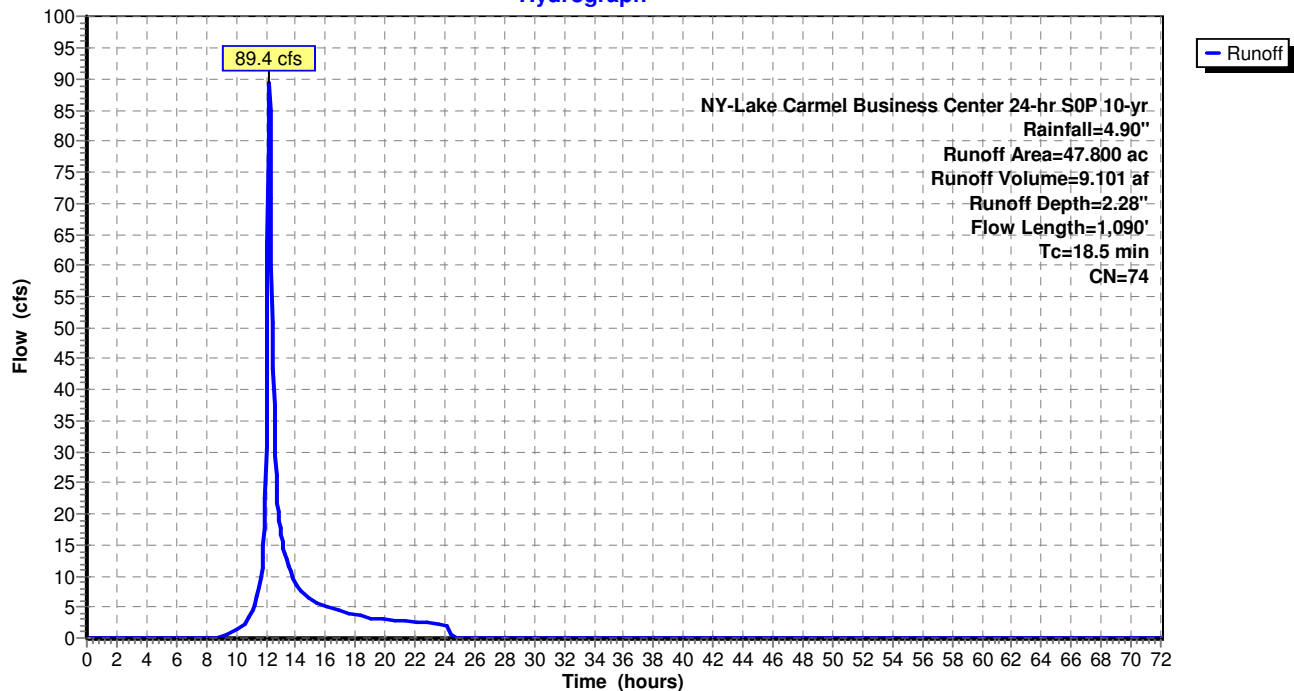
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
NY-Lake Carmel Business Center 24-hr S0P 10-yr Rainfall=4.90"

Area (ac)	CN	Description
41.800	73	Woods, Fair, HSG C
6.000	79	Woods, Fair, HSG D
47.800	74	Weighted Average
47.800		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.7	100	0.1100	0.16		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.29"
2.6	300	0.1500	1.94		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
3.6	460	0.1800	2.12		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
1.0	160	0.2800	2.65		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
0.6	70	0.1400	1.87		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
18.5	1,090	Total			

Subcatchment PRE 1:

Hydrograph



Pre-Development

NY-Lake Carmel Business Center 24-hr S0P 10-yr Rainfall=4.90"

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Summary for Subcatchment PRE 2:

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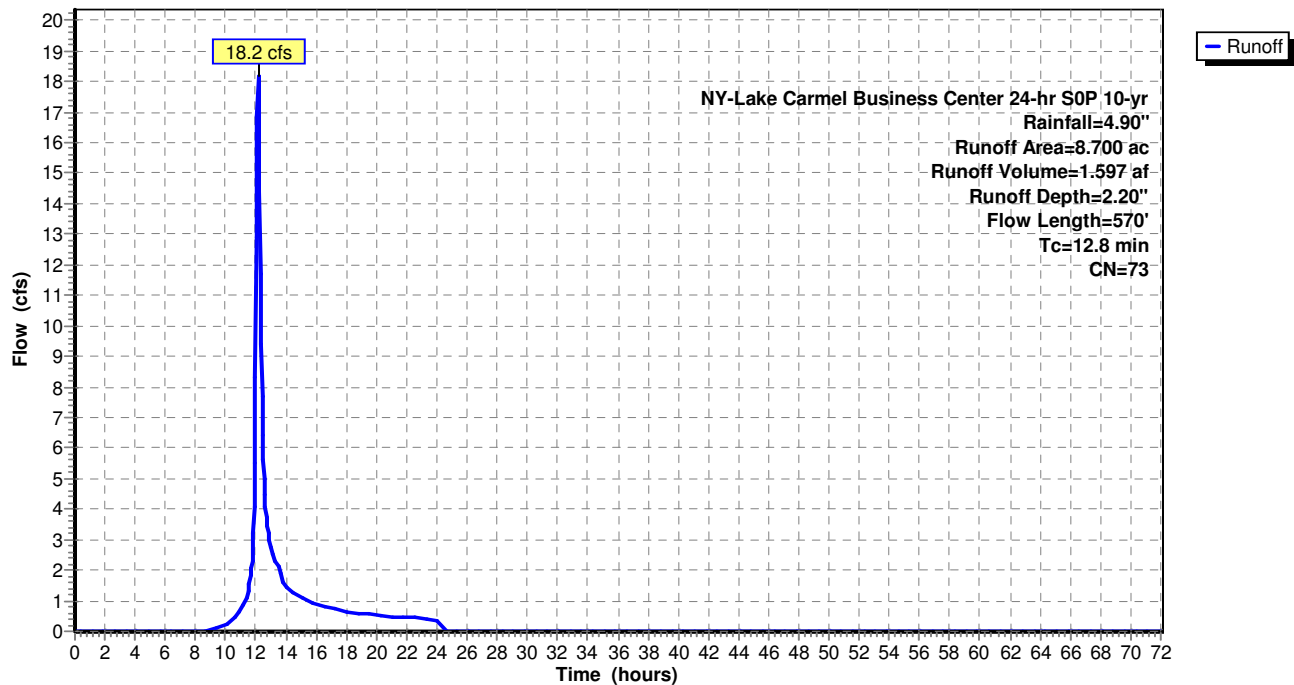
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
NY-Lake Carmel Business Center 24-hr S0P 10-yr Rainfall=4.90"

Area (ac)	CN	Description
8.700	73	Woods, Fair, HSG C
8.700		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.0	100	0.1700	0.19		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.29"
1.5	180	0.1700	2.06		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
0.8	110	0.2300	2.40		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
1.5	180	0.1500	1.94		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
12.8	570	Total			

Subcatchment PRE 2:

Hydrograph



Pre-Development

NY-Lake Carmel Business Center 24-hr S0P 100-yr Rainfall=8.69"

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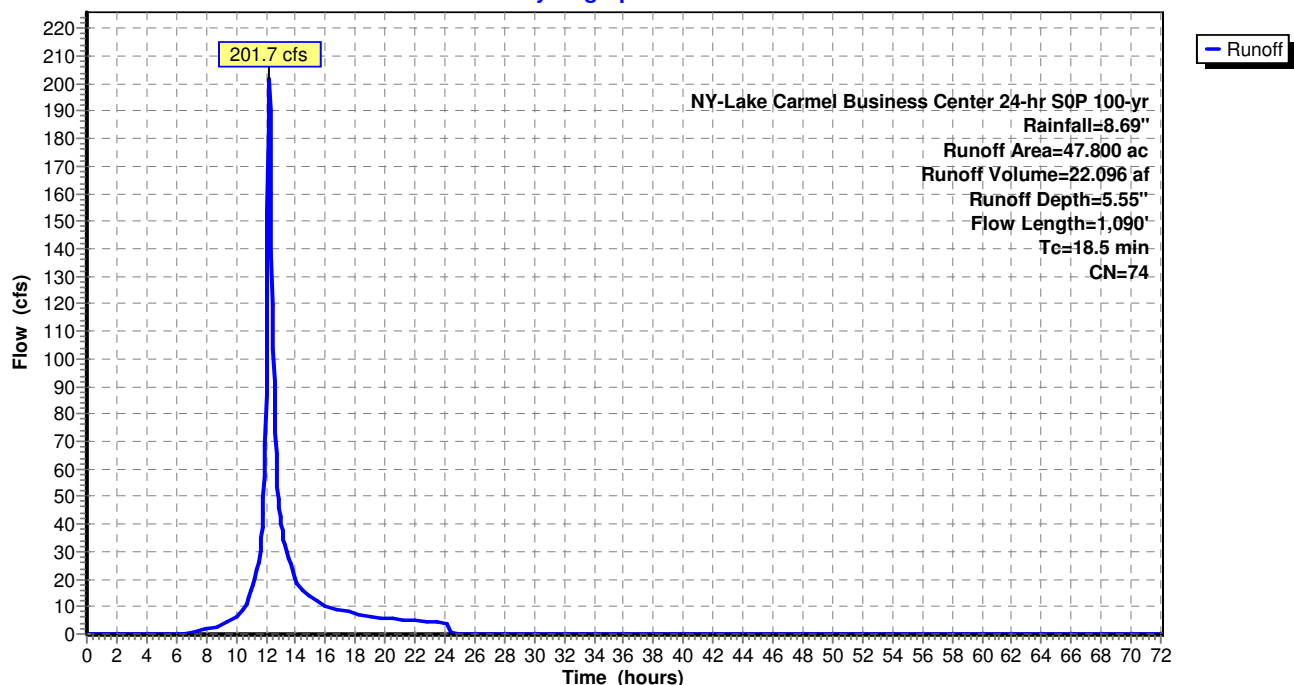
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NY-Lake Carmel Business Center 24-hr S0P 100-yr Rainfall=8.69"

Area (ac)	CN	Description
41.800	73	Woods, Fair, HSG C
6.000	79	Woods, Fair, HSG D
47.800	74	Weighted Average
47.800		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.7	100	0.1100	0.16		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.29"
2.6	300	0.1500	1.94		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
3.6	460	0.1800	2.12		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
1.0	160	0.2800	2.65		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
0.6	70	0.1400	1.87		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
18.5	1,090	Total			

Subcatchment PRE 1:**Hydrograph**

Pre-Development

NY-Lake Carmel Business Center 24-hr S0P 100-yr Rainfall=8.69"

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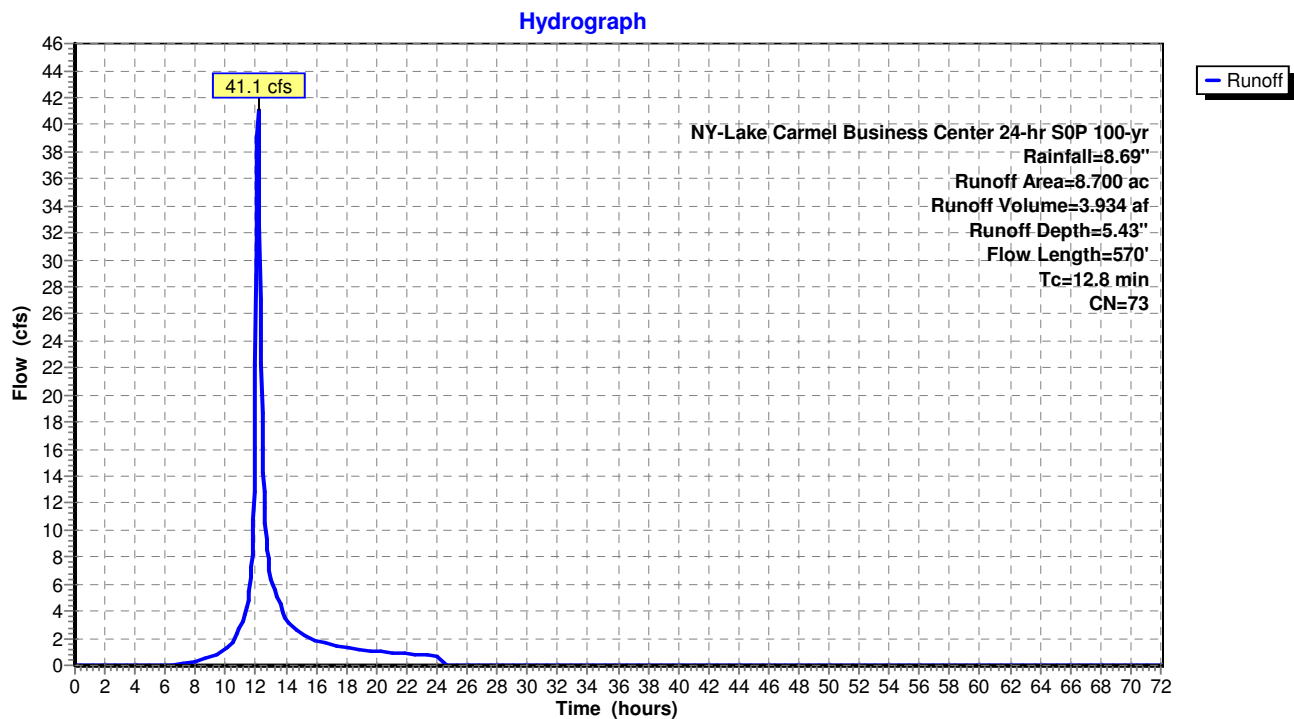
Summary for Subcatchment PRE 2:

Runoff = 41.1 cfs @ 12.14 hrs, Volume= 3.934 af, Depth= 5.43"

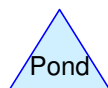
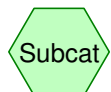
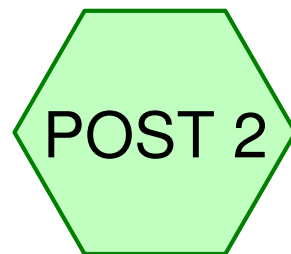
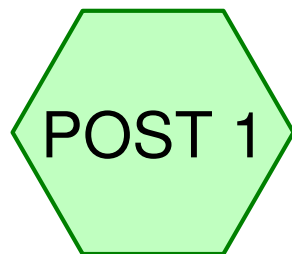
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
NY-Lake Carmel Business Center 24-hr S0P 100-yr Rainfall=8.69"

Area (ac)	CN	Description
8.700	73	Woods, Fair, HSG C
8.700		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.0	100	0.1700	0.19		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.29"
1.5	180	0.1700	2.06		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
0.8	110	0.2300	2.40		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
1.5	180	0.1500	1.94		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
12.8	570	Total			

Subcatchment PRE 2:

APPENDIX B
Post-Development Stormwater Analysis



Routing Diagram for Post-Development

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Post-Development

NY-Lake Carmel Business Center 24-hr S0P 1-yr Rainfall=2.73"

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Page 2

Summary for Subcatchment POST 1:

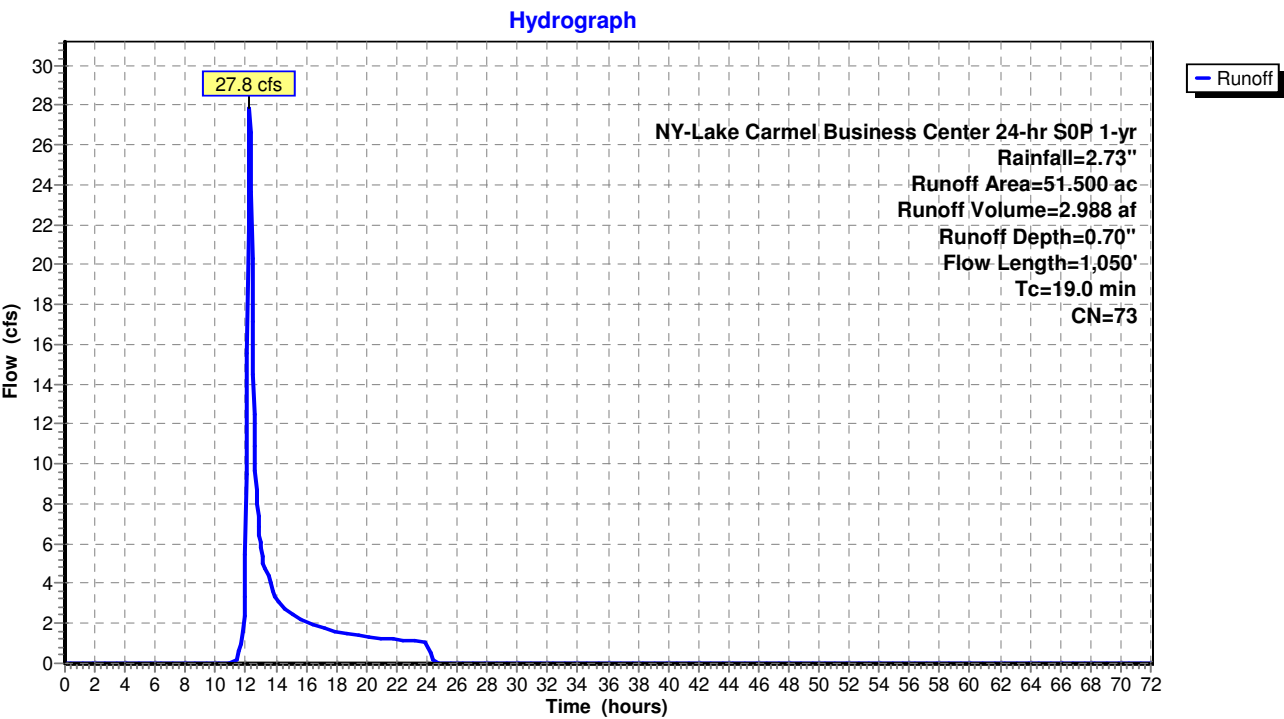
Runoff = 27.8 cfs @ 12.25 hrs, Volume= 2.988 af, Depth= 0.70"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
NY-Lake Carmel Business Center 24-hr S0P 1-yr Rainfall=2.73"

Area (ac)	CN	Description
37.600	73	Woods, Fair, HSG C
4.200	79	Woods, Fair, HSG D
7.900	71	Meadow, non-grazed, HSG C
1.800	78	Meadow, non-grazed, HSG D
51.500	73	Weighted Average
51.500		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.1	100	0.1000	0.15		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.29"
1.9	210	0.1400	1.87		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
0.1	35	0.5000	4.95		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
1.1	70	0.0250	1.11		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
3.2	400	0.1700	2.06		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
1.0	165	0.2800	2.65		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
0.6	70	0.1400	1.87		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
19.0	1,050	Total			

Subcatchment POST 1:



Post-Development

NY-Lake Carmel Business Center 24-hr S0P 1-yr Rainfall=2.73"

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Summary for Subcatchment POST 2:

Runoff = 3.2 cfs @ 12.17 hrs, Volume= 0.290 af, Depth= 0.70"

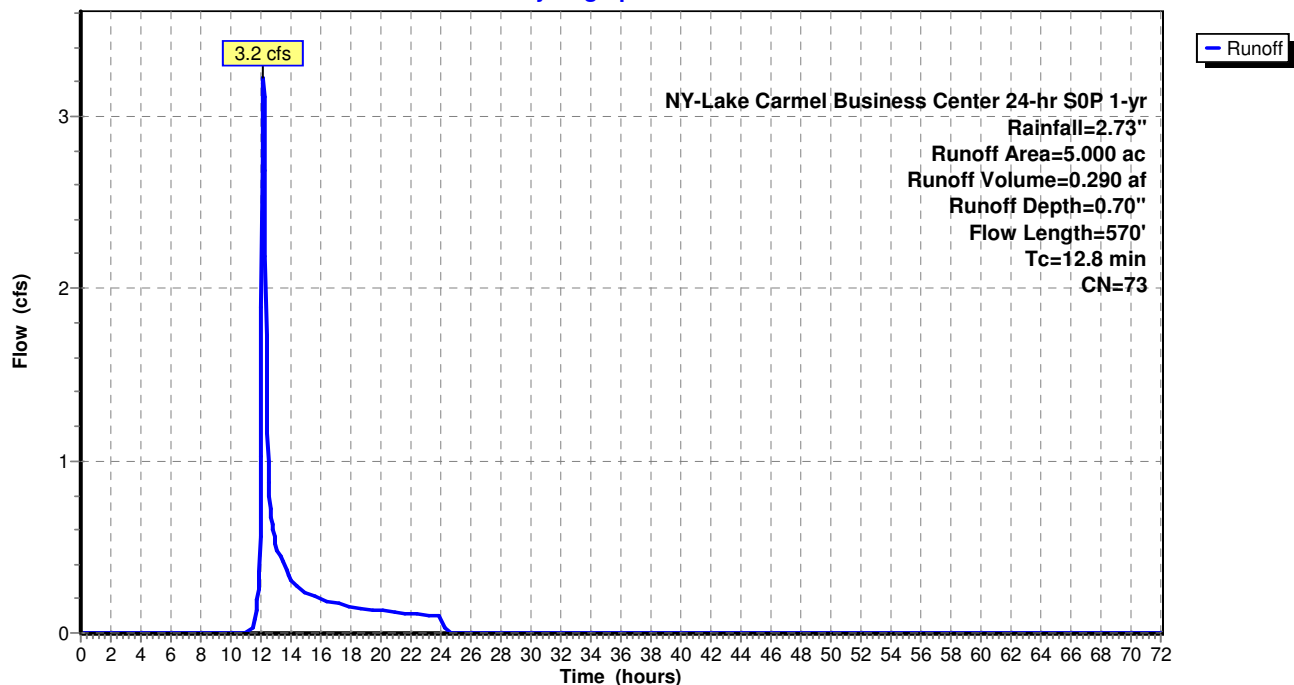
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
NY-Lake Carmel Business Center 24-hr S0P 1-yr Rainfall=2.73"

Area (ac)	CN	Description
4.700	73	Woods, Fair, HSG C
0.300	71	Meadow, non-grazed, HSG C
5.000	73	Weighted Average
5.000		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.0	100	0.1700	0.19		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.29"
1.5	180	0.1700	2.06		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
0.8	110	0.2300	2.40		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
1.5	180	0.1500	1.94		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
12.8	570	Total			

Subcatchment POST 2:

Hydrograph



Post-Development

NY-Lake Carmel Business Center 24-hr SOP 10-yr Rainfall=4.90"

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Summary for Subcatchment POST 1:

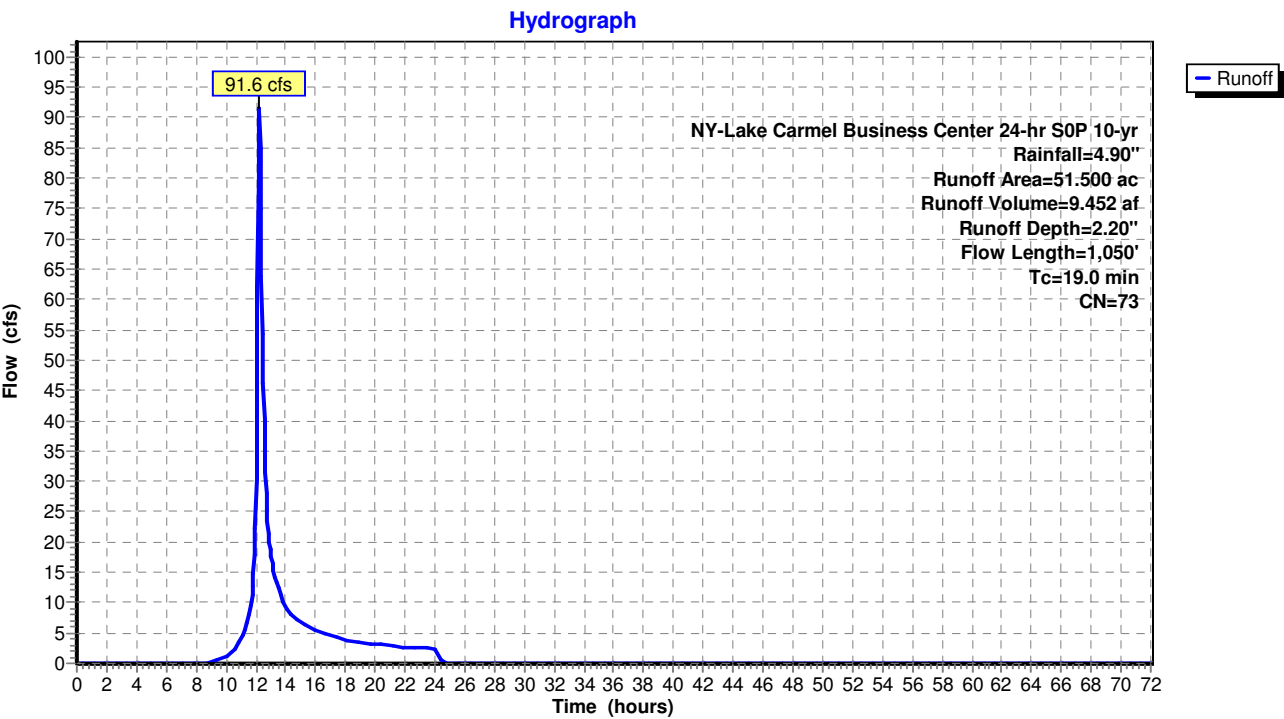
Runoff = 91.6 cfs @ 12.24 hrs, Volume= 9.452 af, Depth= 2.20"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
NY-Lake Carmel Business Center 24-hr SOP 10-yr Rainfall=4.90"

Area (ac)	CN	Description
37.600	73	Woods, Fair, HSG C
4.200	79	Woods, Fair, HSG D
7.900	71	Meadow, non-grazed, HSG C
1.800	78	Meadow, non-grazed, HSG D
51.500	73	Weighted Average
51.500		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.1	100	0.1000	0.15		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.29"
1.9	210	0.1400	1.87		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
0.1	35	0.5000	4.95		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
1.1	70	0.0250	1.11		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
3.2	400	0.1700	2.06		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
1.0	165	0.2800	2.65		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
0.6	70	0.1400	1.87		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
19.0	1,050	Total			

Subcatchment POST 1:



Post-Development

NY-Lake Carmel Business Center 24-hr S0P 10-yr Rainfall=4.90"

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Summary for Subcatchment POST 2:

Runoff = 10.4 cfs @ 12.15 hrs, Volume= 0.918 af, Depth= 2.20"

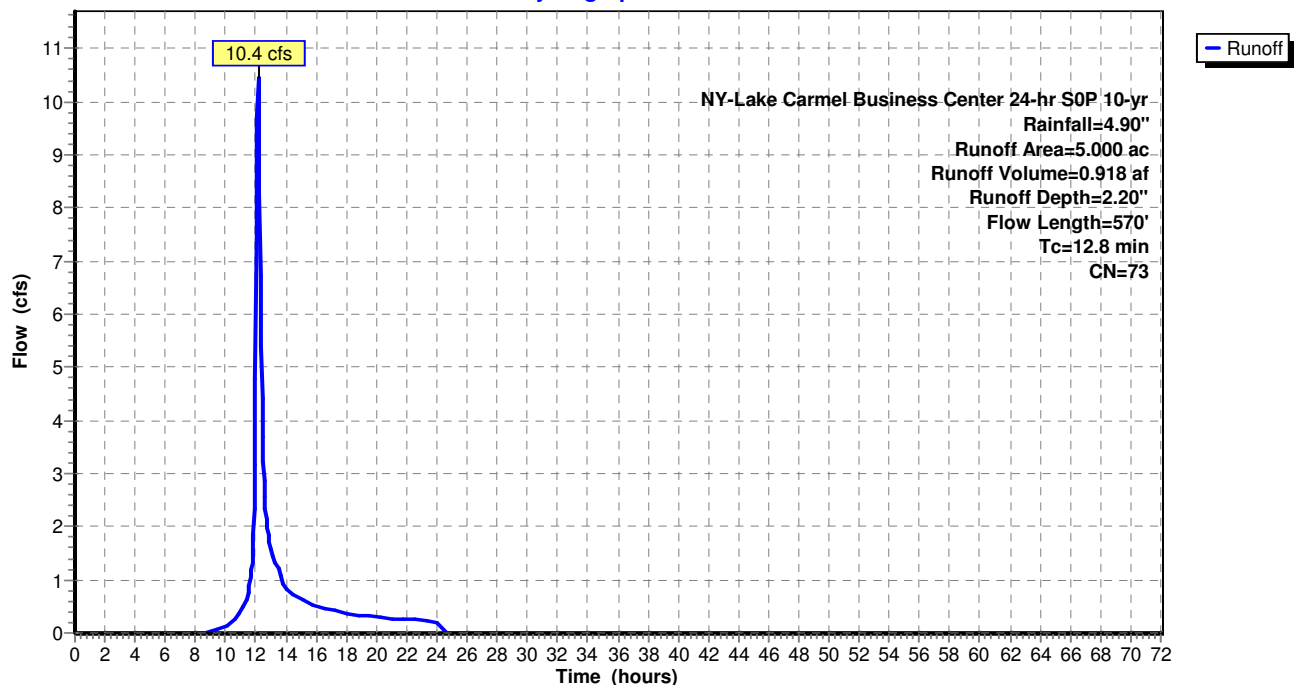
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
NY-Lake Carmel Business Center 24-hr S0P 10-yr Rainfall=4.90"

Area (ac)	CN	Description
4.700	73	Woods, Fair, HSG C
0.300	71	Meadow, non-grazed, HSG C
5.000	73	Weighted Average
5.000		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.0	100	0.1700	0.19		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.29"
1.5	180	0.1700	2.06		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
0.8	110	0.2300	2.40		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
1.5	180	0.1500	1.94		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
12.8	570	Total			

Subcatchment POST 2:

Hydrograph



Post-Development

NY-Lake Carmel Business Center 24-hr S0P 100-yr Rainfall=8.69"

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Summary for Subcatchment POST 1:

Runoff = 210.3 cfs @ 12.23 hrs, Volume= 23.287 af, Depth= 5.43"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
NY-Lake Carmel Business Center 24-hr S0P 100-yr Rainfall=8.69"

Area (ac)	CN	Description
37.600	73	Woods, Fair, HSG C
4.200	79	Woods, Fair, HSG D
7.900	71	Meadow, non-grazed, HSG C
1.800	78	Meadow, non-grazed, HSG D
51.500	73	Weighted Average
51.500		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.1	100	0.1000	0.15		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.29"
1.9	210	0.1400	1.87		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
0.1	35	0.5000	4.95		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
1.1	70	0.0250	1.11		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
3.2	400	0.1700	2.06		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
1.0	165	0.2800	2.65		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
0.6	70	0.1400	1.87		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
19.0	1,050	Total			

Post-Development

NY-Lake Carmel Business Center 24-hr S0P 100-yr Rainfall=8.69"

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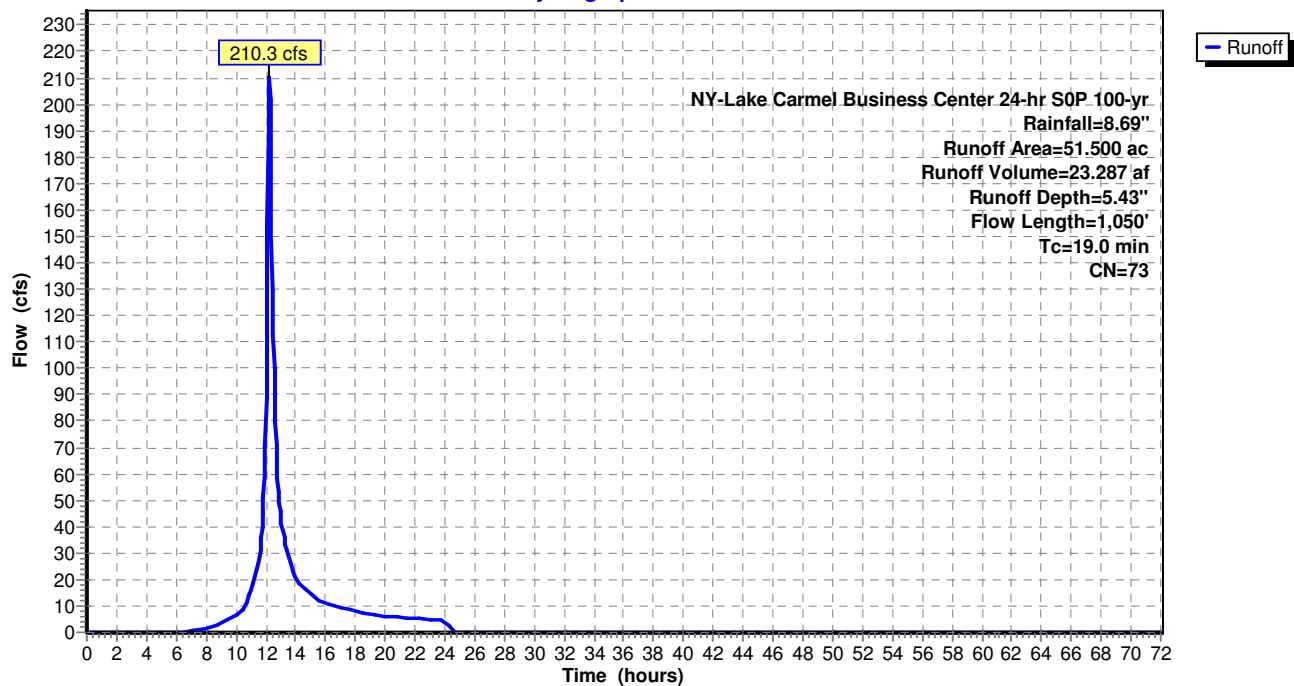
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Subcatchment POST 1:

Hydrograph



Post-Development

NY-Lake Carmel Business Center 24-hr S0P 100-yr Rainfall=8.69"

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Summary for Subcatchment POST 2:

Runoff = 23.6 cfs @ 12.14 hrs, Volume= 2.261 af, Depth= 5.43"

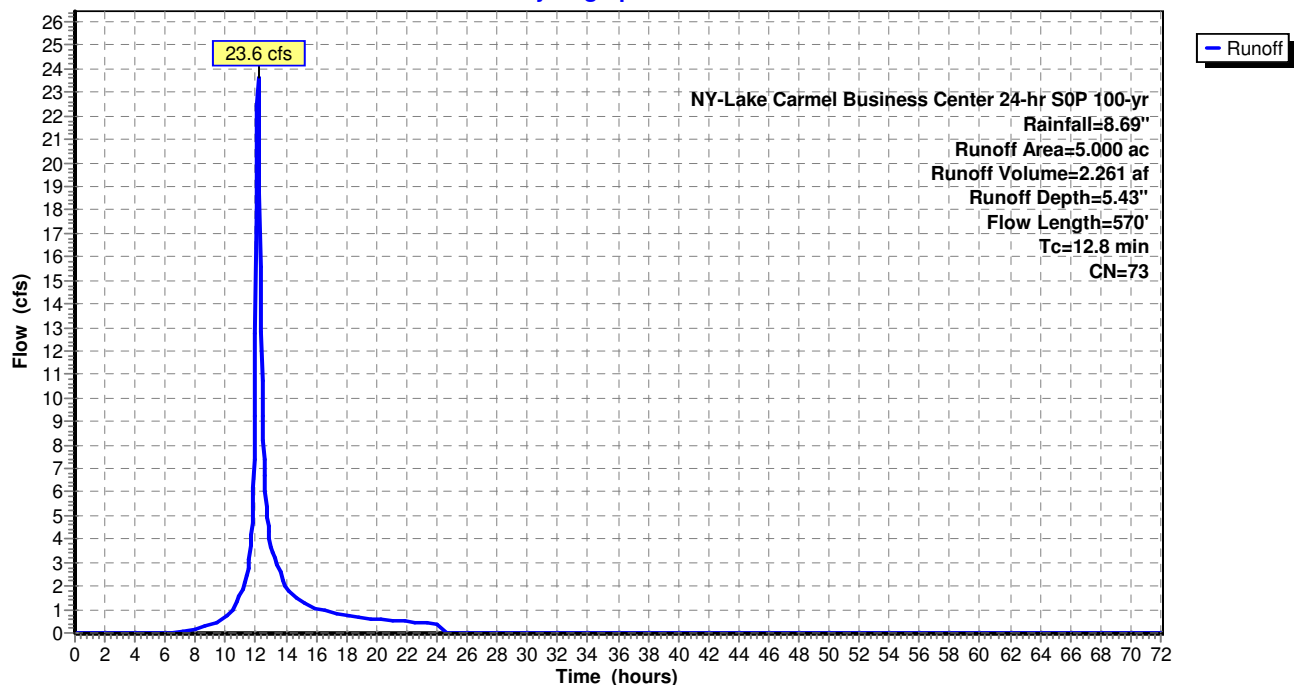
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
NY-Lake Carmel Business Center 24-hr S0P 100-yr Rainfall=8.69"

Area (ac)	CN	Description
4.700	73	Woods, Fair, HSG C
0.300	71	Meadow, non-grazed, HSG C
5.000	73	Weighted Average
5.000		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.0	100	0.1700	0.19		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.29"
1.5	180	0.1700	2.06		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
0.8	110	0.2300	2.40		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
1.5	180	0.1500	1.94		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
12.8	570	Total			

Subcatchment POST 2:

Hydrograph



APPENDIX C
NYSDEC SPDES for Construction Activities Construction Site Log Book

APPENDIX F
CONSTRUCTION SITE INSPECTION
AND MAINTENANCE LOG BOOK

**STATE POLLUTANT DISCHARGE ELIMINATION SYSTEM FOR CONSTRUCTION
ACTIVITIES**

SAMPLE CONSTRUCTION SITE LOG BOOK

Table of Contents

- I. Pre-Construction Meeting Documents
 - a. Preamble to Site Assessment and Inspections
 - b. Pre-Construction Site Assessment Checklist

- II. Construction Duration Inspections
 - a. Directions
 - b. Modification to the SWPPP

I. PRE-CONSTRUCTION MEETING DOCUMENTS

Project Name _____
Permit No. _____ **Date of Authorization** _____
Name of Operator _____
Prime Contractor _____

a. Preamble to Site Assessment and Inspections

The Following Information To Be Read By All Person's Involved in The Construction of Stormwater Related Activities:

The Operator agrees to have a qualified inspector¹ conduct an assessment of the site prior to the commencement of construction² and certify in this inspection report that the appropriate erosion and sediment controls described in the SWPPP have been adequately installed or implemented to ensure overall preparedness of the site for the commencement of construction.

Prior to the commencement of construction, the Operator shall certify in this site logbook that the SWPPP has been prepared in accordance with the State's standards and meets all Federal, State and local erosion and sediment control requirements. A preconstruction meeting should be held to review all of the SWPPP requirements with construction personnel.

When construction starts, site inspections shall be conducted by the qualified inspector at least every 7 calendar days. The Operator shall maintain a record of all inspection reports in this site logbook. The site logbook shall be maintained on site and be made available to the permitting authorities upon request.

Prior to filing the Notice of Termination or the end of permit term, the Operator shall have a qualified inspector perform a final site inspection. The qualified inspector shall certify that the site has undergone final stabilization³ using either vegetative or structural stabilization methods and that all temporary erosion and sediment controls (such as silt fencing) not needed for long-term erosion control have been removed. In addition, the Operator must identify and certify that all permanent structures described in the SWPPP have been constructed and provide the owner(s) with an operation and maintenance plan that ensures the structure(s) continuously functions as designed.

1 Refer to "Qualified Inspector" inspection requirements in the current SPDES General Permit for Stormwater Discharges from Construction Activity for complete list of inspection requirements.

2 "Commencement of construction" means the initial removal of vegetation and disturbance of soils associated with clearing, grading or excavating activities or other construction activities.

3 "Final stabilization" means that all soil-disturbing activities at the site have been completed and a uniform, perennial vegetative cover with a density of eighty (80) percent has been established or equivalent stabilization measures (such as the use of mulches or geotextiles) have been employed on all unpaved areas and areas not covered by permanent structures.

b. Pre-construction Site Assessment Checklist

(NOTE: Provide comments below as necessary)

1. Notice of Intent, SWPPP, and Contractors Certification:

Yes No NA

- ☐ ☐ ☐ Has a Notice of Intent been filed with the NYS Department of Conservation?
- ☐ ☐ ☐ Is the SWPPP on-site? Where? _____
- ☐ ☐ ☐ Is the Plan current? What is the latest revision date? _____
- ☐ ☐ ☐ Is a copy of the NOI (with brief description) onsite? Where? _____
- ☐ ☐ ☐ Have all contractors involved with stormwater related activities signed a contractor's certification?

2. Resource Protection

Yes No NA

- ☐ ☐ ☐ Are construction limits clearly flagged or fenced?
- ☐ ☐ ☐ Important trees and associated rooting zones, on-site septic system absorption fields, existing vegetated areas suitable for filter strips, especially in perimeter areas, have been flagged for protection.
- ☐ ☐ ☐ Creek crossings installed prior to land-disturbing activity, including clearing and blasting.

3. Surface Water Protection

Yes No NA

- ☐ ☐ ☐ Clean stormwater runoff has been diverted from areas to be disturbed.
- ☐ ☐ ☐ Bodies of water located either on site or in the vicinity of the site have been identified and protected.
- ☐ ☐ ☐ Appropriate practices to protect on-site or downstream surface water are installed.
- ☐ ☐ ☐ Are clearing and grading operations divided into areas <5 acres?

4. Stabilized Construction Access

Yes No NA

- ☐ ☐ ☐ A temporary construction entrance to capture mud and debris from construction vehicles before they enter the public highway has been installed.
- ☐ ☐ ☐ Other access areas (entrances, construction routes, equipment parking areas) are stabilized immediately as work takes place with gravel or other cover.
- ☐ ☐ ☐ Sediment tracked onto public streets is removed or cleaned on a regular basis.

5. Sediment Controls

Yes No NA

- ☐ ☐ ☐ Silt fence material and installation comply with the standard drawing and specifications.
- ☐ ☐ ☐ Silt fences are installed at appropriate spacing intervals
- ☐ ☐ ☐ Sediment/detention basin was installed as first land disturbing activity.
- ☐ ☐ ☐ Sediment traps and barriers are installed.

6. Pollution Prevention for Waste and Hazardous Materials

Yes No NA

- ☐ ☐ ☐ The Operator or designated representative has been assigned to implement the spill prevention avoidance and response plan.
- ☐ ☐ ☐ The plan is contained in the SWPPP on page _____
- ☐ ☐ ☐ Appropriate materials to control spills are onsite. Where? _____

II. CONSTRUCTION DURATION INSPECTIONS

a. Directions:

Inspection Forms will be filled out during the entire construction phase of the project.

Required Elements:

- 1) On a site map, indicate the extent of all disturbed site areas and drainage pathways. Indicate site areas that are expected to undergo initial disturbance or significant site work within the next 14-day period;
- 2) Indicate on a site map all areas of the site that have undergone temporary or permanent stabilization;
- 3) Indicate all disturbed site areas that have not undergone active site work during the previous 14-day period;
- 4) Inspect all sediment control practices and record the approximate degree of sediment accumulation as a percentage of sediment storage volume (for example, 10 percent, 20 percent, 50 percent);
- 5) Inspect all erosion and sediment control practices and record all maintenance requirements such as verifying the integrity of barrier or diversion systems (earthen berms or silt fencing) and containment systems (sediment basins and sediment traps). Identify any evidence of rill or gully erosion occurring on slopes and any loss of stabilizing vegetation or seeding/mulching. Document any excessive deposition of sediment or ponding water along barrier or diversion systems. Record the depth of sediment within containment structures, any erosion near outlet and overflow structures, and verify the ability of rock filters around perforated riser pipes to pass water; and
- 6) Immediately report to the Operator any deficiencies that are identified with the implementation of the SWPPP.

SITE PLAN/SKETCH

Inspector (print name)

Date of Inspection

Qualified Inspector (print name)

Qualified Inspector Signature

The above signed acknowledges that, to the best of his/her knowledge, all information provided on the forms is accurate and complete.

Maintaining Water Quality**Yes No NA**

- ☐ ☐ ☐ Is there an increase in turbidity causing a substantial visible contrast to natural conditions at the outfalls?
- ☐ ☐ ☐ Is there residue from oil and floating substances, visible oil film, or globules or grease at the outfalls?
- ☐ ☐ ☐ All disturbance is within the limits of the approved plans.
- ☐ ☐ ☐ Have receiving lake/bay, stream, and/or wetland been impacted by silt from project?

Housekeeping

1. General Site Conditions

Yes No NA

- ☐ ☐ ☐ Is construction site litter, debris and spoils appropriately managed?
- ☐ ☐ ☐ Are facilities and equipment necessary for implementation of erosion and sediment control in working order and/or properly maintained?
- ☐ ☐ ☐ Is construction impacting the adjacent property?
- ☐ ☐ ☐ Is dust adequately controlled?

2. Temporary Stream Crossing

Yes No NA

- ☐ ☐ ☐ Maximum diameter pipes necessary to span creek without dredging are installed.
- ☐ ☐ ☐ Installed non-woven geotextile fabric beneath approaches.
- ☐ ☐ ☐ Is fill composed of aggregate (no earth or soil)?
- ☐ ☐ ☐ Rock on approaches is clean enough to remove mud from vehicles & prevent sediment from entering stream during high flow.

3. Stabilized Construction Access

Yes No NA

- ☐ ☐ ☐ Stone is clean enough to effectively remove mud from vehicles.
- ☐ ☐ ☐ Installed per standards and specifications?
- ☐ ☐ ☐ Does all traffic use the stabilized entrance to enter and leave site?
- ☐ ☐ ☐ Is adequate drainage provided to prevent ponding at entrance?

Runoff Control Practices

1. Excavation Dewatering

Yes No NA

- ☐ ☐ ☐ Upstream and downstream berms (sandbags, inflatable dams, etc.) are installed per plan.
- ☐ ☐ ☐ Clean water from upstream pool is being pumped to the downstream pool.
- ☐ ☐ ☐ Sediment laden water from work area is being discharged to a silt-trapping device.
- ☐ ☐ ☐ Constructed upstream berm with one-foot minimum freeboard.

Runoff Control Practices (continued)

2. Flow Spreader

Yes No NA

- ☐ ☐ ☐ Installed per plan.
- ☐ ☐ ☐ Constructed on undisturbed soil, not on fill, receiving only clear, non-sediment laden flow.
- ☐ ☐ ☐ Flow sheets out of level spreader without erosion on downstream edge.

3. Interceptor Dikes and Swales

Yes No NA

- ☐ ☐ ☐ Installed per plan with minimum side slopes 2H:1V or flatter.
- ☐ ☐ ☐ Stabilized by geotextile fabric, seed, or mulch with no erosion occurring.
- ☐ ☐ ☐ Sediment-laden runoff directed to sediment trapping structure

4. Stone Check Dam

Yes No NA

- ☐ ☐ ☐ Is channel stable? (flow is not eroding soil underneath or around the structure).
- ☐ ☐ ☐ Check is in good condition (rocks in place and no permanent pools behind the structure).
- ☐ ☐ ☐ Has accumulated sediment been removed?.

5. Rock Outlet Protection

Yes No NA

- ☐ ☐ ☐ Installed per plan.
- ☐ ☐ ☐ Installed concurrently with pipe installation.

Soil Stabilization

1. Topsoil and Spoil Stockpiles

Yes No NA

- ☐ ☐ ☐ Stockpiles are stabilized with vegetation and/or mulch.
- ☐ ☐ ☐ Sediment control is installed at the toe of the slope.

2. Revegetation

Yes No NA

- ☐ ☐ ☐ Temporary seedings and mulch have been applied to idle areas.
- ☐ ☐ ☐ 4 inches minimum of topsoil has been applied under permanent seedings

Sediment Control Practices

1. Silt Fence and Linear Barriers

Yes No NA

- ☐ ☐ ☐ Installed on Contour, 10 feet from toe of slope (not across conveyance channels).
- ☐ ☐ ☐ Joints constructed by wrapping the two ends together for continuous support.
- ☐ ☐ ☐ Fabric buried 6 inches minimum.
- ☐ ☐ ☐ Posts are stable, fabric is tight and without rips or frayed areas.

Sediment accumulation is ____% of design capacity.

Sediment Control Practices (continued)

2. Storm Drain Inlet Protection (Use for Stone & Block; Filter Fabric; Curb; or, Excavated; Filter Sock or Manufactured practices)

Yes No NA

- ☐ ☐ ☐ Installed concrete blocks lengthwise so open ends face outward, not upward.
☐ ☐ ☐ Placed wire screen between No. 3 crushed stone and concrete blocks.
☐ ☐ ☐ Drainage area is 1acre or less.
☐ ☐ ☐ Excavated area is 900 cubic feet.
☐ ☐ ☐ Excavated side slopes should be 2:1.
☐ ☐ ☐ 2" x 4" frame is constructed and structurally sound.
☐ ☐ ☐ Posts 3-foot maximum spacing between posts.
☐ ☐ ☐ Fabric is embedded 1 to 1.5 feet below ground and secured to frame/posts with staples at max 8-inch spacing.
☐ ☐ ☐ Posts are stable, fabric is tight and without rips or frayed areas.
☐ ☐ ☐ Manufactured insert fabric is free of tears and punctures.
☐ ☐ ☐ Filter Sock is not torn or flattened and fill material is contained within the mesh sock.

Sediment accumulation ____% of design capacity.

3. Temporary Sediment Trap

Yes No NA

- ☐ ☐ ☐ Outlet structure is constructed per the approved plan or drawing.
☐ ☐ ☐ Geotextile fabric has been placed beneath rock fill.
☐ ☐ ☐ Sediment trap slopes and disturbed areas are stabilized.

Sediment accumulation is ____% of design capacity.

4. Temporary Sediment Basin

Yes No NA

- ☐ ☐ ☐ Basin and outlet structure constructed per the approved plan.
☐ ☐ ☐ Basin side slopes are stabilized with seed/mulch.
☐ ☐ ☐ Drainage structure flushed and basin surface restored upon removal of sediment basin facility.
☐ ☐ ☐ Sediment basin dewatering pool is dewatering at appropriate rate.

Sediment accumulation is ____% of design capacity.

Note: Not all erosion and sediment control practices are included in this listing. Add additional pages to this list as required by site specific design. All practices shall be maintained in accordance with their respective standards.

Construction inspection checklists for post-development stormwater management practices can be found in Appendix F of the New York Stormwater Management Design Manual.

CONSTRUCTION DURATION INSPECTIONS

b. Modifications to the SWPPP (To be completed as described below)

The Operator shall amend the SWPPP whenever:

1. There is a significant change in design, construction, operation, or maintenance which may have a significant effect on the potential for the discharge of pollutants to the waters of the United States and which has not otherwise been addressed in the SWPPP; or
2. The SWPPP proves to be ineffective in:
 - a. Eliminating or significantly minimizing pollutants from sources identified in the SWPPP and as required by this permit; or
 - b. Achieving the general objectives of controlling pollutants in stormwater discharges from permitted construction activity; and
3. Additionally, the SWPPP shall be amended to identify any new contractor or subcontractor that will implement any measure of the SWPPP.

Modification & Reason:This image shows a full page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for handwriting practice or general writing. There are no margins, text, or other markings on the page.

APPENDIX D
Project and Owner Information

Site Data:

NYS Route 311
Town of Kent, New York 10512
Tax Map No.: 22.-2-16
Area: 95.1 acres ±

Owner/Operator Information:

EBSE, LLC
1699 Route 6, Suite 1
Carmel, New York 10512
845-228-1400
crillc@comcast.net

Project Administrator Information:

East of Hudson Watershed Corporation
2 Route 164, Suite 2
Patterson, NY 12563

Party Responsible for Implementation of Long Term Maintenance Plan:

Town of Kent
25 Sybil's Crossing
Kent, NY 10512

APPENDIX E
Pipe Sizing Calculations



DRAINAGE SYSTEM CALCULATIONS

Design Storm: 100-Year

PROJECT: Kent-MB-1000

JOB NUMBER: 20152.101

BY: EJP

DATE: 8-7-2023

CHK: EJP

DATE: 8-7-2023

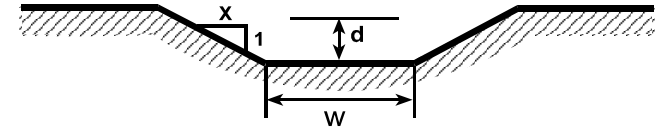
STRUCTURE		IMPERVIOUS AREA			PERVIOUS AREA			CA	TIME OF CONC. (min.)			I	Q (cfs)		PIPE DESIGN				
FROM	TO	A (ac.)	C	CA	A (ac.)	C	CA		INLET	PIPE	TOTAL		DESIGN	CAP.	V(ft/s)	n	s (%)	L (ft)	DIA (in)
HW 7	DMH 6	12.50	0.9	11.25	30.70	0.3	9.21	20.46	40	-	40	3.96	81.0	133.4	14.6	0.012	1.5	400	42
DMH 6	DMH 5	0.00	0.9	0.00	0.00	0.3	0.00	20.46	<40	-	40	3.96	81.0	133.4	14.6	0.012	1.5	283	42
DMH 5	DMH 4	0.00	0.9	0.00	0.00	0.3	0.00	20.46	<40	-	40	3.96	81.0	484.8	37.6	0.012	19.8	160	42
DMH 4	DMH 3	0.00	0.9	0.00	0.00	0.3	0.00	20.46	<40	-	40	3.96	81.0	424.8	34.1	0.012	15.2	194	42
DMH 3	DMH 2	0.00	0.9	0.00	0.00	0.3	0.00	20.46	<40	-	40	3.96	81.0	133.4	14.6	0.012	1.5	229	42
DMH 2	ES 1	0.00	0.9	0.00	0.00	0.3	0.00	20.46	<40	-	40	3.96	81.0	133.4	14.6	0.012	1.5	154	42

APPENDIX F
Swale Sizing Calculations



SWALE SIZING CALCULATIONS

Design Storm: 100-YEAR
 Project: Kent-MB-1000
 Job #: 20152.101
 Date: 8/7/2023
 By: EJP
 Sheet: 1 of 1



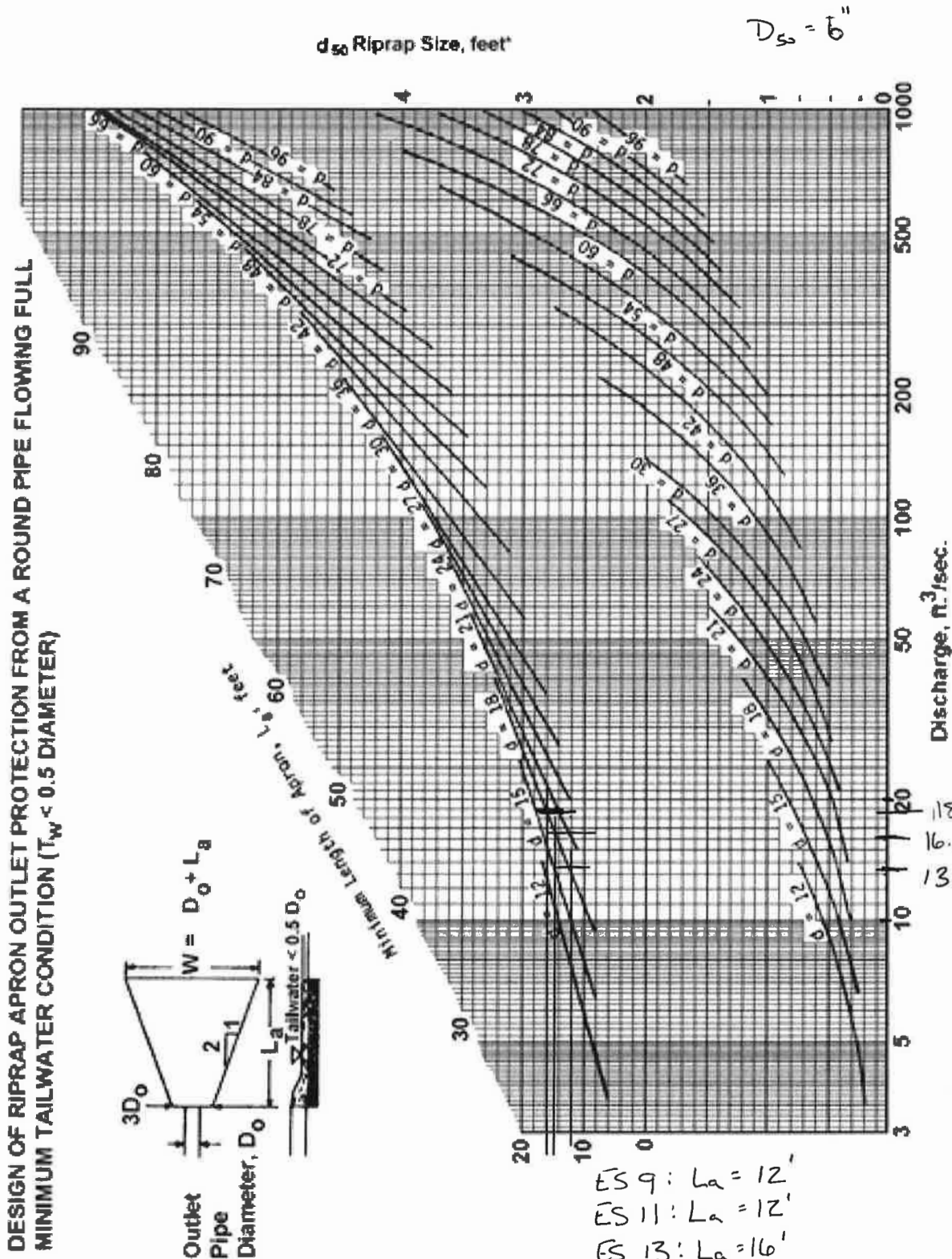
Swale ID	Impervious Area			Pervious Area			CA Total	TC	I	Q (cfs)	w (ft)	d (ft)	x	n	S (%)	A (ft ²)	W _p (ft)	R _h (ft)	V (ft/s)	Q (cfs)
	A (ac.)	C	CA	A (ac.)	C	CA														
	Contributing Area	Runoff Coefficient	Impervious	Contributing Area	Runoff Coefficient	Pervious	Impervious & Pervious	Time of Concentration	Rainfall Intensity	Design Flow	Swale Bottom Width	Depth of Flow	Swale Side Slope (x:1)	Manning's "n"	Swale Slope	Swale Area	Wetted Perimeter	Hydraulic Radius	Swale Velocity	Swale Capacity
Grass Swale SW 1	10.80	0.90	9.72	26.10	0.30	7.83	17.55	40.0	3.96	69.5	6.00	1.58	2.00	0.035	1.1	14.52	13.08	1.11	4.8	69.50
Grass Swale SW 1	10.80	0.90	9.72	26.10	0.30	7.83	17.55	40.0	3.96	69.5	6.00	1.55	2.00	0.035	1.2	14.08	12.92	1.09	4.9	69.50
Grass Swale SW 2	0.30	0.90	0.27	0.70	0.30	0.21	0.48	10.0	7.62	3.7	6.00	0.18	2.00	0.035	6.0	1.16	6.81	0.17	3.2	3.70
Grass Swale SW 2	0.30	0.90	0.27	0.70	0.30	0.21	0.48	10.0	7.62	3.7	6.00	0.18	2.00	0.035	6.7	1.12	6.79	0.16	3.3	3.70
Rip Rap Swale SW 3	1.30	0.90	1.17	3.10	0.30	0.93	2.58	15.0	6.56	16.9	6.00	0.59	2.00	0.080	11.8	4.24	8.64	0.49	4.0	16.90
Rip Rap Swale SW 3	1.30	0.90	1.17	3.10	0.30	0.93	2.58	15.0	6.56	16.9	6.00	0.51	2.00	0.080	20.0	3.56	8.27	0.43	4.7	16.90
Rip Rap Swale SW 4	12.40	0.90	11.16	36.70	0.30	11.01	24.75	40.0	3.96	98.0	4.00	1.82	2.00	0.060	6.7	13.92	12.15	1.15	7.0	98.00
Rip Rap Swale SW 4	12.40	0.90	11.16	36.70	0.30	11.01	24.75	40.0	3.96	98.0	4.00	1.51	2.00	0.060	14.3	10.55	10.73	0.98	9.3	98.00
Rip Rap Swale SW 5	12.40	0.90	11.16	37.70	0.30	11.31	22.47	40.0	3.96	89.0	4.00	1.51	2.00	0.060	11.7	10.58	10.75	0.98	8.4	89.00
Rip Rap Swale SW 5	12.40	0.90	11.16	37.70	0.30	11.31	22.47	40.0	3.96	89.0	4.00	1.25	2.00	0.060	24.0	8.16	9.61	0.85	10.9	89.00

Swale #	Swale Location Description
Grass Swale SW 1	Grass Swale SW 1 starts at ES 15 and runs south along the western property line to HW 7
Grass Swale SW 2	Grass Swale SW 2 starts south of HW 7 and runs north to HW 7
Rip Rap Swale SW 3	Rip Rap Swale SW 3 starts at HW 8 and runs east towards HW 7
Rip Rap Swale SW 4	Rip Rap Swale SW 4 starts at ES 1 and runs north along the eastern property line and ends at Rip Rap Swale SW 5
Rip Rap Swale SW 5	Rip Rap Swale SW 5 starts at the end of Rip Rap Swale SW 4 and runs east to the proposed settling basin

APPENDIX G
Rock Outlet Protection Sizing

Figure 3.16

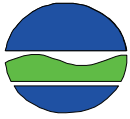
Outlet Protection Design—Minimum Tailwater Condition Chart
(Design of Outlet Protection from a Round Pipe Flowing Full,
Minimum Tailwater Condition: $T_w < 0.5D_o$) (USDA - NRCS)



* For discharge velocities exceeding 18.5 cfs, increase d_{50} stone size and/or provide velocity reduction device.

APPENDIX H
Draft NYSDEC Notice of Intent (NOI)

NOTICE OF INTENT



New York State Department of Environmental Conservation

Division of Water

625 Broadway, 4th Floor

Albany, New York 12233-3505

NYR

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(for DEC use only)

Stormwater Discharges Associated with Construction Activity Under State Pollutant Discharge Elimination System (SPDES) General Permit # GP-0-20-001

All sections must be completed unless otherwise noted. Failure to complete all items may result in this form being returned to you, thereby delaying your coverage under this General Permit. Applicants must read and understand the conditions of the permit and prepare a Stormwater Pollution Prevention Plan prior to submitting this NOI. Applicants are responsible for identifying and obtaining other DEC permits that may be required.

-IMPORTANT-

RETURN THIS FORM TO THE ADDRESS ABOVE

OWNER/OPERATOR MUST SIGN FORM

Owner/Operator Information

Owner/Operator (Company Name/Private Owner Name/Municipality Name)

E A S T O F H U D S O N W A T E R S H E D C O R P O R A T I O N

Owner/Operator Contact Person Last Name (NOT CONSULTANT)

F I T Z P A T R I C K , P . E .

Owner/Operator Contact Person First Name

K E V I N

Owner/Operator Mailing Address

2 R o u t e 1 6 4 , S u i t e 2

City

P A T T E R S O N

State

N Y

Zip

1 2 5 6 3 -

Phone (Owner/Operator)

8 4 5 - 3 1 9 - 6 3 4 9

Fax (Owner/Operator)

8 4 5 - 3 1 9 - 6 3 9 1

Email (Owner/Operator)

K E V I N @ E O H W C . O R G

FED TAX ID

4 5 - 3 8 0 9 3 1 7 (not required for individuals)

Project Site Information

Project/Site Name

E O H W C K E N T - M B - 1 0 0 0 S T O R M W A T E R R E T R O F I T

Street Address (NOT P.O. BOX)

N Y S R O U T E 3 1 1

Side of Street

☒ North ☐ South ☐ East ☐ West

City/Town/Village (THAT ISSUES BUILDING PERMIT)

K E N T

State

N Y

Zip

1 0 5 1 2 -

County

P U T N A M

DEC Region

3

Name of Nearest Cross Street

L U D I N G T O N C O U R T

Distance to Nearest Cross Street (Feet)

0

Project In Relation to Cross Street

☐ North ☐ South ☐ East ☒ WestTax Map Numbers
Section-Block-Parcel

2 2 . - 2 - 1 6

Tax Map Numbers

1. Provide the Geographic Coordinates for the project site. To do this, go to the NYSDEC Stormwater Interactive Map on the DEC website at:

<https://gisservices.dec.ny.gov/gis/stormwater/>

Zoom into your Project Location such that you can accurately click on the centroid of your site. Once you have located the centroid of your project site, go to the bottom right hand corner of the map for the X, Y coordinates. Enter the coordinates into the boxes below. For problems with the interactive map use the help function.

X Coordinates (Easting)

-7 3 . 6 5 5

Ex. -73.749

Y Coordinates (Northing)

4 1 . 4 7 7

Ex. 42.652

2. What is the nature of this construction project?

☒ New Construction☐ Redevelopment with increase in impervious area☐ Redevelopment with no increase in impervious area

3. Select the predominant land use for both pre and post development conditions.

SELECT ONLY ONE CHOICE FOR EACH

**Pre-Development
Existing Land Use**

- ☒ FOREST
☐ PASTURE/OPEN LAND
☐ CULTIVATED LAND
☐ SINGLE FAMILY HOME
☐ SINGLE FAMILY SUBDIVISION
☐ TOWN HOME RESIDENTIAL
☐ MULTIFAMILY RESIDENTIAL
☐ INSTITUTIONAL/SCHOOL
☐ INDUSTRIAL
☐ COMMERCIAL
☐ ROAD/HIGHWAY
☐ RECREATIONAL/SPORTS FIELD
☐ BIKE PATH/TRAIL
☐ LINEAR UTILITY
☐ PARKING LOT
☐ OTHER

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**Post-Development
Future Land Use**

- ☐ SINGLE FAMILY HOME
☐ SINGLE FAMILY SUBDIVISION
☐ TOWN HOME RESIDENTIAL
☐ MULTIFAMILY RESIDENTIAL
☐ INSTITUTIONAL/SCHOOL
☐ INDUSTRIAL
☐ COMMERCIAL
☐ MUNICIPAL
☐ ROAD/HIGHWAY
☐ RECREATIONAL/SPORTS FIELD
☐ BIKE PATH/TRAIL
☐ LINEAR UTILITY (water, sewer, gas, etc.)
☐ PARKING LOT
☒ CLEARING/GRADING ONLY
☐ DEMOLITION, NO REDEVELOPMENT
☐ WELL DRILLING ACTIVITY *(Oil, Gas, etc.)
☐ OTHER

Number of Lots

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***Note:** for gas well drilling, non-high volume hydraulic fractured wells only

4. In accordance with the larger common plan of development or sale, enter the total project site area; the total area to be disturbed; existing impervious area to be disturbed (for redevelopment activities); and the future impervious area constructed within the disturbed area. (Round to the nearest tenth of an acre.)

Total Site Area	Total Area To Be Disturbed	Existing Impervious Area To Be Disturbed	Future Impervious Area Within Disturbed Area																								
<table border="1"><tr><td></td><td></td><td>9</td><td>1</td><td>.</td><td>4</td></tr></table>			9	1	.	4	<table border="1"><tr><td></td><td></td><td></td><td>9</td><td>.</td><td>9</td></tr></table>				9	.	9	<table border="1"><tr><td></td><td></td><td></td><td>0</td><td>.</td><td>1</td></tr></table>				0	.	1	<table border="1"><tr><td></td><td></td><td></td><td>0</td><td>.</td><td>1</td></tr></table>				0	.	1
		9	1	.	4																						
			9	.	9																						
			0	.	1																						
			0	.	1																						

5. Do you plan to disturb more than 5 acres of soil at any one time? ☐ Yes ☒ No

6. Indicate the percentage of each Hydrologic Soil Group (HSG) at the site.

A	B	C	D												
<table border="1"><tr><td></td><td></td><td>0</td></tr></table> %			0	<table border="1"><tr><td></td><td></td><td>0</td></tr></table> %			0	<table border="1"><tr><td></td><td>8</td><td>8</td></tr></table> %		8	8	<table border="1"><tr><td></td><td>1</td><td>2</td></tr></table> %		1	2
		0													
		0													
	8	8													
	1	2													

7. Is this a phased project? ☒ Yes ☐ No

8. Enter the planned start and end dates of the disturbance activities.

Start Date	End Date																
<table border="1"><tr><td>1</td><td>1</td></tr></table> / <table border="1"><tr><td>0</td><td>1</td></tr></table> / <table border="1"><tr><td>2</td><td>0</td><td>2</td><td>4</td></tr></table>	1	1	0	1	2	0	2	4	- <table border="1"><tr><td>1</td><td>0</td></tr></table> / <table border="1"><tr><td>3</td><td>0</td></tr></table> / <table border="1"><tr><td>2</td><td>0</td><td>2</td><td>5</td></tr></table>	1	0	3	0	2	0	2	5
1	1																
0	1																
2	0	2	4														
1	0																
3	0																
2	0	2	5														

[illegible][illegible][illegible]

☐ Regulatory Map
☒ Delineated by Consultant
☐ Delineated by Army Corps of Engineers
☐ Other (identify)

N	Y	S	D	E	C								
---	---	---	---	---	---	--	--	--	--	--	--	--	--

10. Has the surface waterbody(ies) in question 9 been identified as a 303(d) segment in Appendix E of GP-0-20-001? ☐ Yes ☒ No

11. Is this project located in one of the Watersheds identified in Appendix C of GP-0-20-001? ☒ Yes ☐ No

11. Is this project located in one of the Watersheds identified in Appendix C of GP-0-20-001? ☒ Yes ☐ No

12. Is the project located in one of the watershed areas associated with AA and AA-S classified waters? ☒ Yes ☐ No

If no, skip question 13.

If no, skip question 13.

If Yes, what is the acreage to be disturbed?

13. Does this construction activity disturb land with no existing impervious cover and where the Soil Slope Phase is identified as an E or F on the USDA Soil Survey? ☐ Yes ☒ No

If Yes, what is the acreage to be disturbed?

.

14. Will the project disturb soils within a State regulated wetland or the protected 100 foot adjacent area? ☒ Yes ☐ No

Page 4 of 14

☒ Yes ☐ No ☐ Unknown

[illegible]

☐ Yes ☒ No ☐ Unknown

☐ Yes ☒ No

☐ Yes ☒ No

☐ Yes ☒ No

☒ Yes ☐ No

☐ Yes ☒ No

☐ Yes ☐ No

24. The Stormwater Pollution Prevention Plan (SWPPP) was prepared by:

- ☒ Professional Engineer (P.E.)
☐ Soil and Water Conservation District (SWCD)
☐ Registered Landscape Architect (R.L.A.)
☐ Certified Professional in Erosion and Sediment Control (CPESC)
☐ Owner/Operator
☐ Other

[illegible]

SWPPP Preparer

[illegible]

Contact Name (Last, Space, First)

[illegible]

Mailing Address

[illegible]

City

[illegible]

State Zip

N	Y	1	0	5	1	2	-				
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Phone

8	4	5	-	2	2	5	-	9	6	9	0
---	---	---	---	---	---	---	---	---	---	---	---

Fax

8	4	5	-	2	2	5	-	9	7	1	7
---	---	---	---	---	---	---	---	---	---	---	---

Email

[illegible][illegible]

SWPPP Preparer Certification

I hereby certify that the Stormwater Pollution Prevention Plan (SWPPP) for this project has been prepared in accordance with the terms and conditions of the GP-0-20-001. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of this permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.

First Name

[illegible]

MI

M

Last Name

P	E	A	R	S	O	N	,	P	E								
---	---	---	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--

Signature

--

Date _____

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25. Has a construction sequence schedule for the planned management practices been prepared? ☒ Yes ☐ No

☒ Yes ☐ No

26. Select **all** of the erosion and sediment control practices that will be employed on the project site:

Temporary Structural

- ☒ Check Dams
- ☐ Construction Road Stabilization
- ☒ Dust Control
- ☐ Earth Dike
- ☐ Level Spreader
- ☐ Perimeter Dike/Swale
- ☐ Pipe Slope Drain
- ☐ Portable Sediment Tank
- ☐ Rock Dam
- ☐ Sediment Basin
- ☐ Sediment Traps
- ☒ Silt Fence
- ☒ Stabilized Construction Entrance
- ☒ Storm Drain Inlet Protection
- ☐ Straw/Hay Bale Dike
- ☐ Temporary Access Waterway Crossing
- ☐ Temporary Stormdrain Diversion
- ☐ Temporary Swale
- ☐ Turbidity Curtain
- ☐ Water bars

Biotechnical

- Brush Matting
- Wattling

Other

[illegible]

Vegetative Measures

- ☐ Brush Matting
- ☐ Dune Stabilization
- ☒ Grassed Waterway
- ☒ Mulching
- ☐ Protecting Vegetation
- ☐ Recreation Area Improvement
- ☒ Seeding
- ☐ Sodding
- ☐ Straw/Hay Bale Dike
- ☐ Streambank Protection
- ☐ Temporary Swale
- ☒ Topsoiling
- ☐ Vegetating Waterways

Permanent Structural

- ☐ Debris Basin
- ☐ Diversion
- ☐ Grade Stabilization Structure
- ☐ Land Grading
- ☒ Lined Waterway (Rock)
- ☐ Paved Channel (Concrete)
- ☐ Paved Flume
- ☐ Retaining Wall
- ☐ Riprap Slope Protection
- ☒ Rock Outlet Protection
- ☐ Streambank Protection

Post-construction Stormwater Management Practice (SMP) Requirements

Important: Completion of Questions 27-39 is not required if response to Question 22 is No.

27. Identify all site planning practices that were used to prepare the final site plan/layout for the project.

- ☐ Preservation of Undisturbed Areas
- ☐ Preservation of Buffers
- ☐ Reduction of Clearing and Grading
- ☐ Locating Development in Less Sensitive Areas
- ☐ Roadway Reduction
- ☐ Sidewalk Reduction
- ☐ Driveway Reduction
- ☐ Cul-de-sac Reduction
- ☐ Building Footprint Reduction
- ☐ Parking Reduction

27a. Indicate which of the following soil restoration criteria was used to address the requirements in Section 5.1.6("Soil Restoration") of the Design Manual (2010 version).

- ☐ All disturbed areas will be restored in accordance with the Soil Restoration requirements in Table 5.3 of the Design Manual (see page 5-22).
- ☐ Compacted areas were considered as impervious cover when calculating the **WQv Required**, and the compacted areas were assigned a post-construction Hydrologic Soil Group (HSG) designation that is one level less permeable than existing conditions for the hydrology analysis.

28. Provide the total Water Quality Volume (WQv) required for this project (based on final site plan/layout).

Total WQv Required

. acre-feet

29. Identify the RR techniques (Area Reduction), RR techniques (Volume Reduction) and Standard SMPs with RRv Capacity in Table 1 (See Page 9) that were used to reduce the Total WQv Required(#28).

Also, provide in Table 1 the total impervious area that contributes runoff to each technique/practice selected. For the Area Reduction Techniques, provide the total contributing area (includes pervious area) and, if applicable, the total impervious area that contributes runoff to the technique/practice.

Note: Redevelopment projects shall use Tables 1 and 2 to identify the SMPs used to treat and/or reduce the WQv required. If runoff reduction techniques will not be used to reduce the required WQv, skip to question 33a after identifying the SMPs.

Table 1 - Runoff Reduction (RR) Techniques
and Standard Stormwater Management
Practices (SMPs)

RR Techniques (Area Reduction)	Total Contributing Area (acres)	Total Contributing Impervious Area (acres)
☐ Conservation of Natural Areas (RR-1) ...	.	and/or .
☐ Sheetflow to Riparian Buffers/Filters Strips (RR-2)	.	and/or .
☐ Tree Planting/Tree Pit (RR-3)	.	and/or .
☐ Disconnection of Rooftop Runoff (RR-4) ..	.	and/or .
RR Techniques (Volume Reduction)		
☐ Vegetated Swale (RR-5)	.	.
☐ Rain Garden (RR-6)	.	.
☐ Stormwater Planter (RR-7)	.	.
☐ Rain Barrel/Cistern (RR-8)	.	.
☐ Porous Pavement (RR-9)	.	.
☐ Green Roof (RR-10)	.	.
Standard SMPs with RRv Capacity		
☐ Infiltration Trench (I-1)	.	.
☐ Infiltration Basin (I-2)	.	.
☐ Dry Well (I-3)	.	.
☐ Underground Infiltration System (I-4)	.	.
☐ Bioretention (F-5)	.	.
☐ Dry Swale (O-1)	.	.
Standard SMPs		
☐ Micropool Extended Detention (P-1)	.	.
☐ Wet Pond (P-2)	.	.
☐ Wet Extended Detention (P-3)	.	.
☐ Multiple Pond System (P-4)	.	.
☐ Pocket Pond (P-5)	.	.
☐ Surface Sand Filter (F-1)	.	.
☐ Underground Sand Filter (F-2)	.	.
☐ Perimeter Sand Filter (F-3)	.	.
☐ Organic Filter (F-4)	.	.
☐ Shallow Wetland (W-1)	.	.
☐ Extended Detention Wetland (W-2)	.	.
☐ Pond/Wetland System (W-3)	.	.
☐ Pocket Wetland (W-4)	.	.
☐ Wet Swale (O-2)	.	.

[illegible][illegible][illegible]

30. Indicate the Total RRv provided by the RR techniques (Area/Volume Reduction) and Standard SMPs with RRv capacity identified in question 29.

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acre-feet

If Yes, go to question 36.
If No, go to question 32.

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 ·

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 acre-feet

If No, sizing criteria has not been met, so NOI can not be processed. SWPPP preparer must modify design to meet sizing criteria.

33. Identify the Standard SMPs in Table 1 and, if applicable, the Alternative SMPs in Table 2 that were used to treat the remaining total WQv (=Total WQv Required in 28 - Total RRv Provided in 30).

Also, provide in Table 1 and 2 the total impervious area that contributes runoff to each practice selected.

Note: Use Tables 1 and 2 to identify the SMPs used on Redevelopment projects.

- 33a. Indicate the Total WQv provided (i.e. WQv treated) by the SMPs identified in question #33 and Standard SMPs with RRv Capacity identified in question 29.

WQv Provided

. acre-feet

Note: For the standard SMPs with RRv capacity, the WQv provided by each practice = the WQv calculated using the contributing drainage area to the practice - RRv provided by the practice. (See Table 3.5 in Design Manual)

34. Provide the sum of the Total RRv provided (#30) and the WQv provided (#33a).

.

35. Is the sum of the RRv provided (#30) and the WQv provided (#33a) greater than or equal to the total WQv required (#28)? ☐ Yes ☐ No

If Yes, go to question 36.

If No, sizing criteria has not been met, so NOI can not be processed. SWPPP preparer must modify design to meet sizing criteria.

36. Provide the total Channel Protection Storage Volume (CPv) required and provided or select waiver (36a), if applicable.

CPv Required

. acre-feet

CPv Provided

. acre-feet

- 36a. The need to provide channel protection has been waived because:

- ☐ Site discharges directly to tidal waters or a fifth order or larger stream.
- ☐ Reduction of the total CPv is achieved on site through runoff reduction techniques or infiltration systems.

37. Provide the Overbank Flood (Qp) and Extreme Flood (Qf) control criteria or select waiver (37a), if applicable.

Total Overbank Flood Control Criteria (Qp)

Pre-Development

. CFS

Post-development

. CFS

Total Extreme Flood Control Criteria (Qf)

Pre-Development

. CFS

Post-development

. CFS

37a. The need to meet the Qp and Qf criteria has been waived because:

- ☐ Site discharges directly to tidal waters or a fifth order or larger stream.
- ☐ Downstream analysis reveals that the Qp and Qf controls are not required

38. Has a long term Operation and Maintenance Plan for the post-construction stormwater management practice(s) been developed? ☐ **Yes** ☐ **No**

If Yes, Identify the entity responsible for the long term
Operation and Maintenance

[illegible]

39. Use this space to summarize the specific site limitations and justification for not reducing 100% of WQv required(#28). (See question 32a)
This space can also be used for other pertinent project information.

40. Identify other DEC permits, existing and new, that are required for this project/facility.

○ Air Pollution Control

○ Coastal Erosion

☐ Hazardous Waste

○ Long Island Wells

○ Mined Land Reclamation

○ Solid Waste

○ Navigable Waters Protection / Article 15

○ Water Quality Certificate

○ Dam Safety

○ Water Supply

☑ Freshwater Wetlands/Article 24

○ Tidal Wetlands

○ Wild, Scenic and Recreational Rivers

○ Stream Bed or Bank Protection / Article 15

☐ Endangered or Threatened Species (Incidental Take Permit)

- Individual SPDES

○ SPDES Multi-Sector GP	N	Y	R						
-------------------------	---	---	---	--	--	--	--	--	--

[illegible]

☐ None

41. Does this project require a US Army Corps of Engineers Wetland Permit? ☐ ☐ ☐ ☐ ☐ ☐

☐ Yes ☒ No

If Yes, Indicate Size of Impact.				
.				

42. Is this project subject to the requirements of a regulated, traditional land use control MS4?
(If No, skip question 43)

☐ Yes ☒ No

43. Has the "MS4 SWPPP Acceptance" form been signed by the principal executive officer or ranking elected official and submitted along with this NOI?

☐ Yes ☐ No

44. If this NOI is being submitted for the purpose of continuing or transferring coverage under a general permit for stormwater runoff from construction activities, please indicate the former SPDES number assigned.

N	N	D				
---	---	---	--	--	--	--

N	Y	R						
---	---	---	--	--	--	--	--	--

Owner/Operator Certification

I have read or been advised of the permit conditions and believe that I understand them. I also understand that, under the terms of the permit, there may be reporting requirements. I hereby certify that this document and the corresponding documents were prepared under my direction or supervision. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I further understand that coverage under the general permit will be identified in the acknowledgment that I will receive as a result of submitting this NOI and can be as long as sixty (60) business days as provided for in the general permit. I also understand that, by submitting this NOI, I am acknowledging that the SWPPP has been developed and will be implemented as the first element of construction, and agreeing to comply with all the terms and conditions of the general permit for which this NOI is being submitted.

Print First Name

K	E	V	I	N															
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MI

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Print Last Name

F	I	T	Z	P	A	T	R	I	C	K	,		P	.	E	.			
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Owner/Operator Signature

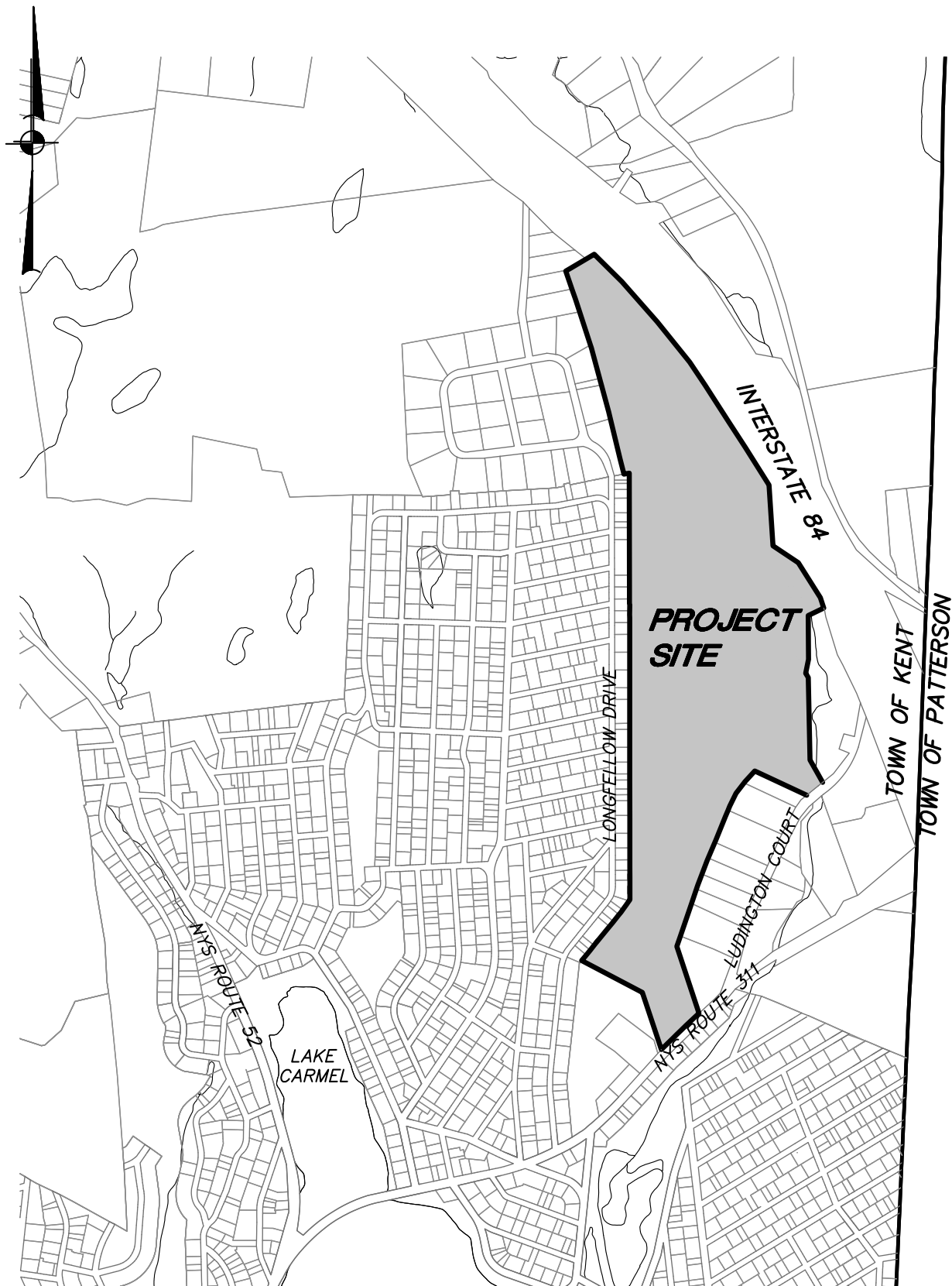
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Date

		/			/				
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FIGURES

Z:\E\20152101.EOHWC, Kent-MB-1000\Stormwater\Figures\Figure 1 - Location Map.dwg, 8/9/2023 8:34:38 AM, ependleton, 1:1

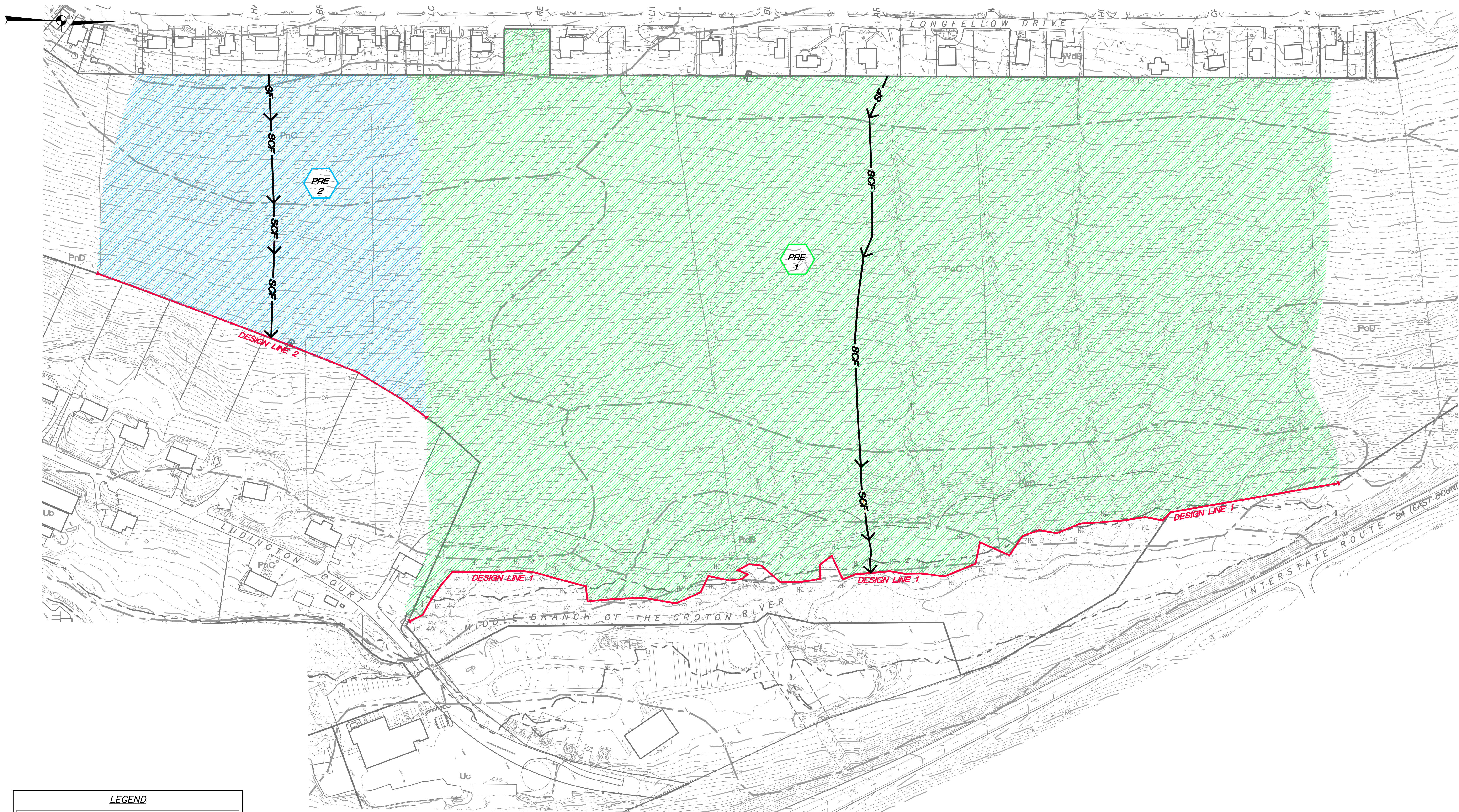


PROJECT: KENT-MB-1000
STORMWATER RETROFIT
NYS ROUTE 311, TOWN OF KENT, PUTNAM COUNTY, NEW YORK
DRAWING: LOCATION MAP

PREPARED BY:

INSITE
ENGINEERING, SURVEYING &
LANDSCAPE ARCHITECTURE, P.C.
3 Garrett Place • Carmel, New York 10512
Phone (845) 225-9690 • Fax (845) 225-9717
www.insite-eng.com

DATE: 8-8-2023
SCALE: 1" = 1000"
PROJECT NO.: 20152.100
FIGURE: 1



LEGEND

PRE 1

SUBCATCHMENT

SF

TIME OF CONCENTRATION SHEET FLOW

SCF

TIME OF CONCENTRATION SHALLOW CONCENTRATED FLOW

DESIGN LINE

DESIGN LINE

SUBCATCHMENT CONTRIBUTING AREA

SOILS LEGEND		
SOILS	DESCRIPTION	HYDROLOGICAL GROUP
PnC	Paxton fine sandy loam, 8% to 15% slopes	C
PnD	Paxton fine sandy loam, 15% to 25% slopes	C
PoC	Paxton fine sandy loam, 8% to 15% slopes, very stony	C
PoD	Paxton fine sandy loam, 15% to 25% slopes, very stony	C
RdB	Ridgebury loam, 3% to 8% slopes	D
Ub	Udorthents, smoothed	-
UpC	Urban land - Paxton complex, 8% to 15% slopes	D
WdB	Woodbridge loam, 3% to 8% slopes	C/D
NRCS Soil Boundary Line		

GRAPHIC SCALE

0

50

100

200

(IN FEET)

1 inch = 100 ft.

1	5-17-24	REVISED FOR NYCDEP SUBMISSION	EJP
NO.	DATE	REVISION	BY
INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C. 3 Garrett Place Carmel, NY 10512 (845) 225-9690 (845) 225-9717 fax www.insite-eng.com			
PROJECT: KENT-MB-1000 STORMWATER RETROFIT NYS ROUTE 311, TOWN OF KENT, PUTNAM COUNTY, NEW YORK			
DRAWING: PRE-DEVELOPMENT DRAINAGE MAP			
PROJECT NUMBER	20152.100	PROJECT MANAGER	J.J.C.
DATE	8-7-23	DRAWN BY	J.L.P.
SCALE	1" = 100'	CHECKED BY	E.J.P.
			DRAWING NO. FIG-2

ALTERATION OF THIS DOCUMENT, UNLESS UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, IS A VIOLATION OF SECTION 7209 OF ARTICLE 145 OF THE EDUCATION LAW.

Z:\16\201521001 ECH\WC Kent-MB-1000 Stormwater Figures\Figure 2 - Pre-Development.dwg, 5/17/2024 9:10:32 AM, gaudin@insite.com, 11



LEGEND

SUBCATCHMENT

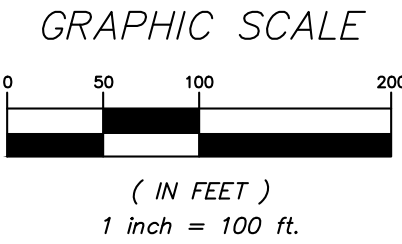
TIME OF CONCENTRATION SHEET FLOW

TIME OF CONCENTRATION SHALLOW CONCENTRATED FLOW

DESIGN LINE

SUBCATCHMENT CONTRIBUTING AREA

SOILS LEGEND		
SOILS	DESCRIPTION	HYDROLOGICAL GROUP
PnC	Paxton fine sandy loam, 8% to 15% slopes	C
PnD	Paxton fine sandy loam, 15% to 25% slopes	C
PoC	Paxton fine sandy loam, 8% to 15% slopes, very stony	C
PoD	Paxton fine sandy loam, 15% to 25% slopes, very stony	C
RdB	Ridgebury loam, 3% to 8% slopes	D
Ub	Udorthents, smoothed	-
UpC	Urban land - Paxton complex, 8% to 15% slopes	D
WdB	Woodbridge loam, 3% to 8% slopes	C/D
NRCS Soil Boundary Line		



ALTERATION OF THIS DOCUMENT, UNLESS UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, IS A VIOLATION OF SECTION 7209 OF ARTICLE 145 OF THE EDUCATION LAW.

1	5-17-24	REVISED FOR NYCDP SUBMISSION	EJP
NO.	DATE	REVISION	BY

INSITE
ENGINEERING, SURVEYING &
LANDSCAPE ARCHITECTURE, P.C.

3 Garrett Place
Carmel, NY 10512
(845) 225-9690
(845) 225-9717 fax
www.insite-eng.com

PROJECT: KENT-MB-1000 STORMWATER RETROFIT NYS ROUTE 311, TOWN OF KENT, PUTNAM COUNTY, NEW YORK		DRAWING NO. FIG-3
DRAWING: POST-DEVELOPMENT DRAINAGE MAP		
PROJECT NUMBER 20152.100	PROJECT MANAGER J.J.C.	
DATE 8-7-23	DRAWN BY J.L.P.	
SCALE 1" = 100'	CHECKED BY E.J.P.	

REQUIRED SWPPP CONTENTS PER GP-0-20-001:

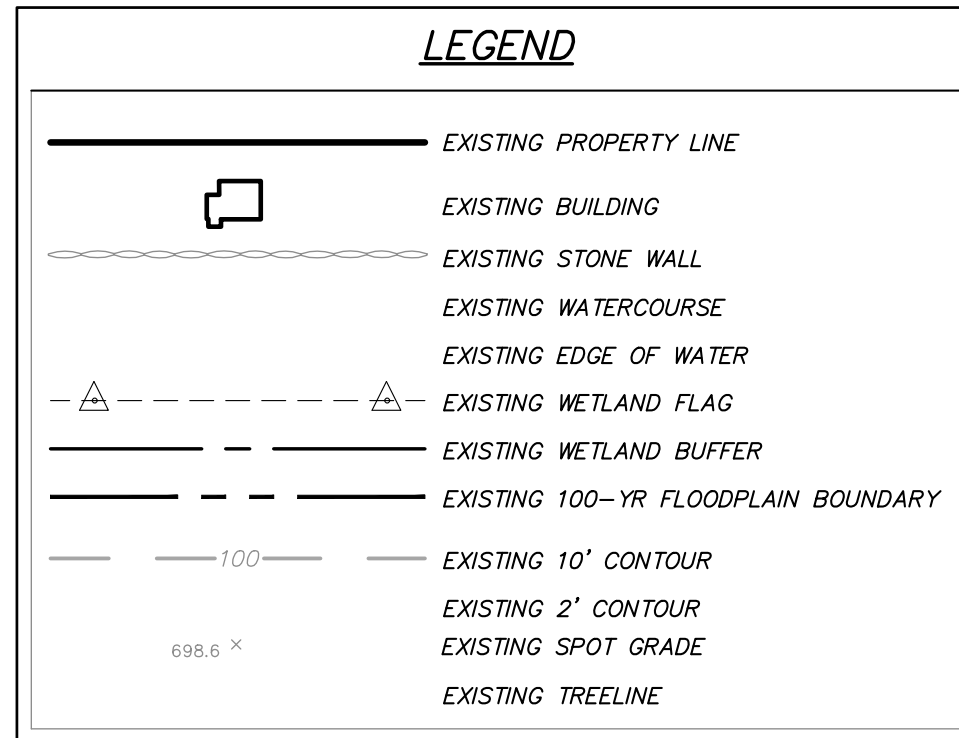
1. Pursuant to the NYSDEC "SPDES General Permit for Stormwater Discharges from Construction Activity" (GP-0-20-001), all Stormwater Pollution Prevention Plans (SWPPP) shall include erosion and sediment control practices designed in conformance with the most current version of the technical standard, "New York Standards and Specifications for Erosion and Sediment Control." Where erosion and sediment control practices are not designed in conformance with this technical standard, the owner or operator must demonstrate equivalence to the technical standard. The following list of required SWPPP components is provided in accordance with Part III.B.1.a.vi of General Permit GP-0-20-001.

Background information: The subject project consists of a stormwater retrofit including installation of Cotech Jellyfish filters, elimination of existing eroded channels and proposed stormwater collection and conveyance system.

- a. Site map / construction drawing: These plans serve to satisfy this SWPPP requirement.
- b. Description of the soils present at the site: Onsite soils located within the proposed limits of disturbance consist of Paxton fine sandy loam (PnC, PnD, PoC, and PoD), Ridgebury complex (RdB), Urban land-Paxton complex (UpB and UpC), and Woodbridge loam (WdB) as identified on the Soil Conservation Service Web Soil Survey. These soil types belong to the Hydrologic Soil Groups "C" and "D".
- c. Construction phasing plan / sequence of operations: The Construction Sequence and phasing found on these plans provide the required phasing. A Construction Sequence and Erosion and Sediment Control Maintenance Schedule has been provided. The Sedimentation and Erosion Control Notes contained herein outline a general sequence of operations for the proposed project. In general all erosion and sediment control facilities shall be installed prior to commencement with land disturbing activities, and areas of disturbance shall be limited to the shortest period of time as practicable.
- d. Description of erosion and sediment control practices: This plan, and details / notes shown herein serve to satisfy this SWPPP requirement.
- e. Temporary and permanent soil stabilization plan: The Sedimentation and Erosion Control Notes and Details provided herein identify temporary and permanent stabilization measures to be employed with respect to specific elements of the project, and at the various stages of development.

- f. Site map / construction drawing: This plan serves to satisfy this SWPPP requirement.
- g. The dimensions, material specifications, installation details, and operation and maintenance requirements for all erosion and sediment control practices: The details, Erosion and Sediment Control Notes, and Erosion and Sediment Control Maintenance Schedule serve to satisfy this SWPPP requirement.
- h. An inspection schedule: Inspections are to be performed twice weekly and by a qualified professional as required by the General Permit GP-0-20-001. In addition the NYSDEC Trained Contractor shall perform additional inspections as cited in the Sedimentation and Erosion Control Notes.
- i. A description of pollution prevention measures that will be used to control litter, construction chemicals and construction debris: In general, all construction litter / debris shall be collected and removed from the site. The general contractor shall supply either waste barrels or dumpsters for proper waste disposal. Any construction chemicals utilized during construction shall either be removed from site daily by the contractor or stored in a structurally sound and weatherproof building. No hazardous waste shall be disposed of onsite, and shall ultimately be disposed of in accordance with all federal, state and local regulations. Material Safety Data Sheets (MSDS), material inventory, and emergency contact numbers shall be maintained by the general contractor for all construction chemicals utilized onsite. Finally, temporary sanitary facilities (portable toilets) shall be provided onsite during the entire length of construction, and inspected weekly for evidence of leaking holding tanks.
- j. A description and location of any stormwater discharges associated with industrial activity other than construction at the site: There are no known industrial stormwater discharges present or proposed at the site.
- k. Identification of any elements of the design that are not in conformance with the technical standard, New York Standards and Specifications for Erosion and Sediment Control: All proposed elements of this SWPPP have been designed in accordance with the "New York Standards and Specifications for Erosion and Sediment Control."

2. Pursuant to the NYSDEC "SPDES General Permit for Stormwater Discharges from Construction Activity" (GP-0-20-001), Table 1 in Appendix B, the proposed stormwater retrofit requires the preparation of the SWPPP that only includes Erosion control and Sediment Control as it is an environmental enhancement project that involves greater than one (1) acre of soil disturbance. Post-construction Stormwater Management Practices are not required.



EXCAVATION NOTES:

1. All pavement to be saw cut to its full depth by the contractor prior to excavation.
2. The Contractor shall provide sheeting, shoring, a benched excavation, or a sloped excavation for all excavations 5.0 feet or greater in depth.
3. All sheeting and shoring protective systems used for excavation shall be designed and stamped by a NYS Licensed Professional Engineer.
4. Where construction crosses or is adjacent to existing utility lines (fuel, water, gas, telephone, electric or communication), the contractor shall carefully hand excavate so as to locate, mark and protect the utility lines against disturbance or damage by providing adequate support and protection as approved by the Engineer. The contractor shall repair any power or communication interruption immediately, at no additional cost to the owner.
5. Trench excavation outside of temporary construction fence is to be backfilled on the same day as excavation. Temporary orange construction fence is required around these work areas for on going work.
6. All utility trenching in and adjacent to roadways shall be backfilled prior to the end of the work day, unless otherwise authorized by the Engineer. Item 4 shall be brought to the surface of the utility trench flush with the adjacent pavement and maintained until the final pavement can be installed at which time the Item 4 shall be removed to the subgrade elevation for paving operations. Road pipes, if used, shall be designed to meet 125% loading requirements.
7. For improvements along Longfellow Drive within the Town of Kent right-of-way, excavations needing to be open greater than a single day on school property shall have a temporary chain-link fence installed overnight or when no work is being performed at the location. Temporary orange construction fence shall be in place when work is being performed.

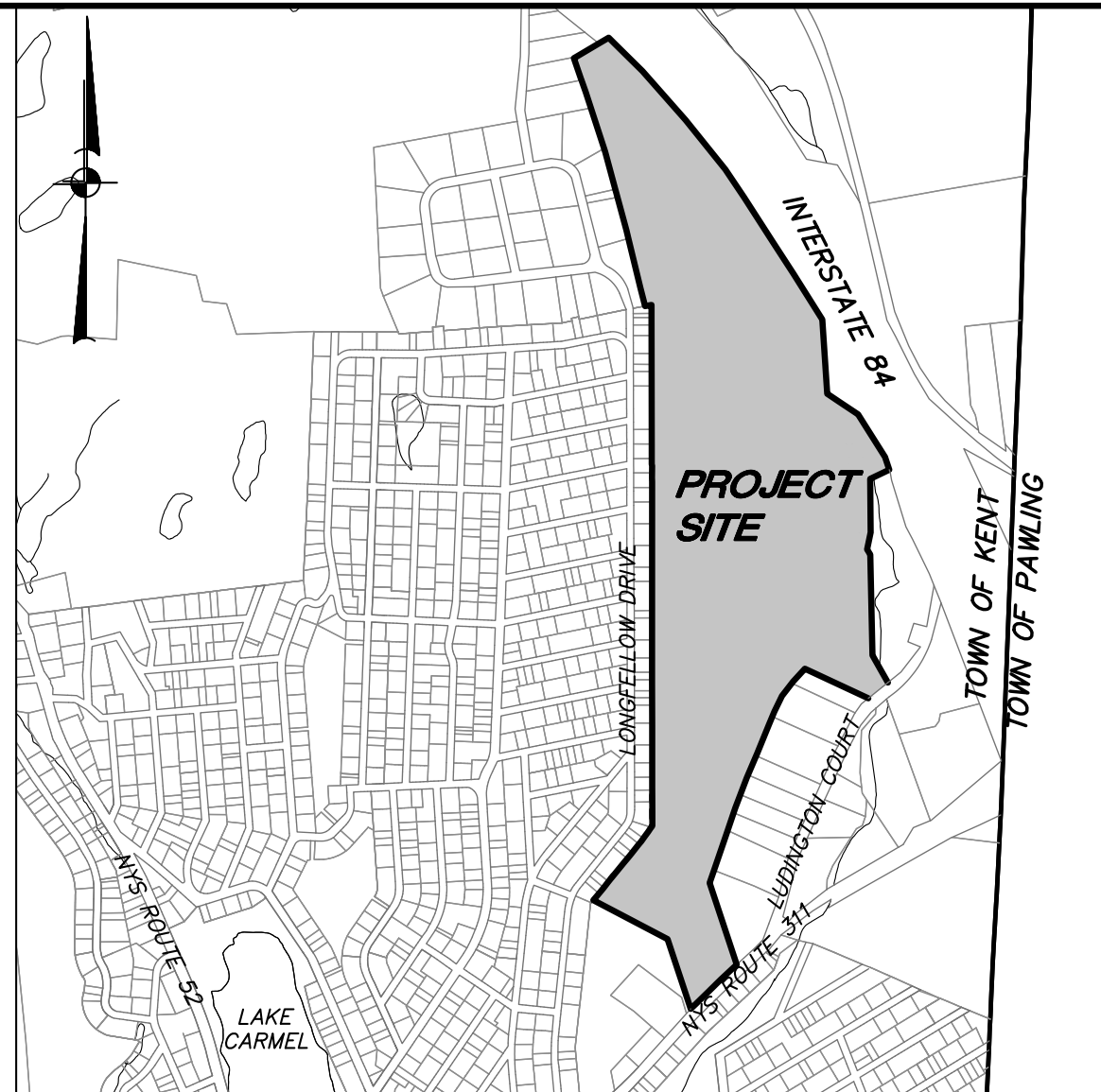
SOILS LEGEND		
SOILS	DESCRIPTION	HYDROLOGICAL GROUP
CrC	Chertford-Chaffield complex, rolling, very rocky	B
CsD	Chertford-Chaffield complex, hilly, very rocky	B
Ff	Fluvaquentic-Udifluvents complex, frequently flooded	R/D
LcB	Lester loam, 3% to 8% slopes, stony	C
PnB	Paxton fine sandy loam, 2% to 8% slopes	C
PnC	Paxton fine sandy loam, 8% to 15% slopes	C
PnD	Paxton fine sandy loam, 15% to 25% slopes	C
PoC	Paxton fine sandy loam, 8% to 15% slopes, very stony	C
PoD	Paxton fine sandy loam, 15% to 25% slopes, very stony	C
RdB	Ridgebury loam, 3% to 8% slopes	C
Ub	Udorthents, smoothed	—
UpB	Udorthents, wet substratum	—
UpC	Urban land-Paxton complex, 2% to 8% slopes	C
UpD	Urban land-Paxton complex, 8% to 15% slopes	C
WdB	Woodbridge loam, 15% to 25% slopes	C
WdC	Woodbridge loam, 3% to 8% slopes	C
WdD	Woodbridge loam, 8% to 15% slopes	C
WdC	Woodbridge loam, 2% to 8% slopes	C

CONSTRUCTION NOTES:

1. The contractor is advised that additional notes will be found on subsequent drawings and such notes, while pertaining to the specific drawings they are placed in, also supplement the construction notes listed herein.
2. All work and materials shall be in accordance with these plans and project specifications.
3. The contractor shall notify the Engineer 72 hours prior to start of work.
4. The subject project has coverage under the New York State Department of Environmental Conservation SPDES General Permit for Stormwater Discharges from Construction Activity, permit No. GP-0-20-001. As required by the permit, all contractors and subcontractors will be required to sign a certification statement that they understand and agree to comply with the requirements of GP-0-20-001.
5. The contractor shall have a representative onsite that is a NYSDEC Trained Contractor at all times site work is being performed under this contract. The contractor shall provide a contractor's certification as contained in the NYSDEC Construction Site Logbook to the project engineer upon start of construction.
6. The contractor shall coordinate the layout of the work with the owner, and the project engineer, and eliminate all conflicts including but not limited to utility location conflicts, prior to commencement of any proposed work.
7. It shall be the contractor's/subcontractor's responsibility to provide sanitary facilities (i.e. porta-potty) (and other necessary temporary facilities) throughout the duration of construction.
8. The contractor shall be responsible for providing all power, water, and other resources necessary to complete the project work.
9. Minimum OSHA site standards must be maintained including personal protective equipment and vests. The contractor shall be responsible for guarding and protecting all open excavations in accordance with the latest edition and current OSHA requirements.
10. The contractor shall field verify all dimensions relative to the scope of work.
11. The contractor shall stake out the limits of clearing and it shall be reviewed with the project engineer prior to the start of clearing operations. Existing trees to remain outside the limits of clearing shall be protected per the detail.
12. It shall be the contractor's responsibility to identify and protect all underground utilities. The contractor shall contact Dig Safe New York at 811 or 1-800-962-7862 and any other required utility locators prior to the start of construction.
13. The exact location, size and type of the existing utilities may differ from what is shown herein. The contractor shall field verify the location, size and type of the existing utilities by performing a test pit ahead of construction or as necessary to permit removal of existing utilities or relocate proposed utilities as required. Horizontal location and elevation of the existing utility as determined by test pit shall be provided to the project engineer.
14. The contractor shall field verify the existing grades / utility locations prior to commencement of any work. Any discrepancy shall be reported to the project engineer when identified.
15. The contractor shall perform all work with care so that any materials which are to remain in place, or which are to remain on the property, shall not be damaged. The contractor will be held responsible for all damage caused to existing utilities / features / facilities / vegetation during execution of the work not proposed to be modified or removed by these plans. All damage to any existing utilities / features / facilities / vegetation not proposed to be modified by the contract shall be repaired or replaced by the contractor to the satisfaction of the owner at no additional cost.
16. Original condition shall mean the condition in which the feature was found (or better) at the start of construction.
17. The contractor shall be responsible for the implementation and maintenance of erosion and sediment controls (shown or not) as necessary to prevent erosion and migration of sediment outside of the contract limit line or into the stormwater collection system. Erosion and sediment controls may include but are not limited to silt fences, stabilized construction entrance, berms and silt protection. All erosion and sediment controls shall be installed in accordance with the New York State Standards and Specifications for Erosion and Sediment Control. Additional erosion and sediment controls may be required during construction by the project engineer. All disturbed areas shall be stabilized in accordance with the Erosion & Sediment Control Notes and details.
18. Silt fence shall be installed parallel to the contours.
19. Contractor is responsible for protecting soil stockpiles, trenches, and building excavations against weather. No additional fee will be paid to the contractor for removal and replacement of suitable soils due to degradation from weather related events.
20. During execution of the work, the contractor shall be responsible for clearing and control of surface water in accordance with the New York State Standards and Specifications for Erosion and Sediment Control. The New York State Standards and Specifications for Erosion and Sediment Control can be found at <http://www.dec.ny.gov/chemical/29066.htm>.
21. All existing pavement shall be cleaned and swept prior to the completion of construction.
22. The contractor shall provide temporary construction fence for all work areas including the material storage/staging areas.
23. All personal vehicles, materials, and construction equipment must be kept within the construction staging area. Use of additional onsite storage areas must be pre-authorized by the owner of the property.
24. Tree clearing can only be performed between November 1st and March 31st.
25. Topsoil and subsoil shall be striped, screened, and stockpiled in locations shown for future use. The contractor must keep enough topsoil onsite for final restoration. Four inches of screened topsoil shall be placed and raked to finish grade over all disturbed areas not covered by pavement, concrete and/or gravel surfaces, unless otherwise noted.
26. The contractor shall maintain existing grades unless otherwise noted.
27. Contractor shall be responsible for removal of all excess rock, topsoil, subsoil, and construction debris from the site.
28. There shall be no burning of construction and demolition (C&D) debris or stumps on site. All C&D debris and stumps must be removed by the contractor, and disposed of in accordance with all pertinent regulations.
29. All pre-cast concrete drainage structures, frames, and grates are to meet 10-20 loading requirements.
30. Design Engineer to approve locations and elevations of all structures prior to placement.
31. Unless otherwise shown on the drawings the contractor shall match the material, thickness and quality of all existing pavements that are to be replaced.
32. The contractor will be responsible for the implementation of all maintenance and protection of traffic (MP&T) measures if necessary. MP&T shall include but not be limited to placement of traffic cones and warning signs around work area. Safe and adequate pedestrian/vehicular traffic flow shall be maintained at all times to the existing buildings, while the work is in progress. The contractor shall submit for approval of the Architect, a construction sequence schedule and plan for pedestrian and vehicular traffic flow.

UTILITY NOTES:

1. The locations of existing utilities, water, sewers, and drainage structures have been indicated based on the best available information. It is possible that the actual subsurface utilities and piping may vary from that indicated. Therefore, prior to starting work in any area, the contractor shall take the necessary steps to determine the locations of all existing underground piping, conduit and structures. The contractor shall carry out their operations in such a manner as to prevent interference with lines which are to remain. Any pipe or conduit disturbed in the course of contract shall be repaired by the contractor at no extra cost to the owner.
2. Existing utility locations, sizes and elevations to be verified by contractor prior to the start of construction and any discrepancies reported to the project engineer immediately.
3. Whenever a connection to an existing pipe or structure is shown, the contractor shall confirm existing pipe materials of construction, dimensions, and connection requirement prior to submitting materials for approval.
4. When structures are to be placed on existing utility lines or where the proposed utility lines are assumed to cross existing utilities, the contractor shall locate the existing utility and shall verify its existing invert elevation. The contractor shall notify the engineer if different utility invert elevations or locations are revealed by field exploration.
5. Where interference with other utilities or construction are encountered during construction of new utility lines, the contractor may adjust the alignment or invert elevations of that system only at the direction of the project engineer.
6. All existing utilities shall be removed to the main unless otherwise permitted by the utility service provider.
7. It shall be the contractor's responsibility to locate all overhead wires and utility poles. If any, in the vicinity of the proposed work, Furthermore, it is the contractor's responsibility to make the necessary arrangements to perform the work in the vicinity of these overhead wires.
8. The contractor shall exercise extreme caution when working adjacent to active power and communication lines to prevent damage to these lines. The contractor shall hand excavate test pits to expose those lines prior to performing any other excavation work in the area. The contractor shall report at their expense, any power or communication interruption immediately.
9. Should any utility poles require bracing or relocating to accomplish the proposed work, it shall be the contractor's responsibility to make the appropriate arrangements to properly secure or relocate such utility poles. The contractor will not receive any additional payment for utility pole bracing or relocating. The contractor must include any costs for such work within their bid submittal.



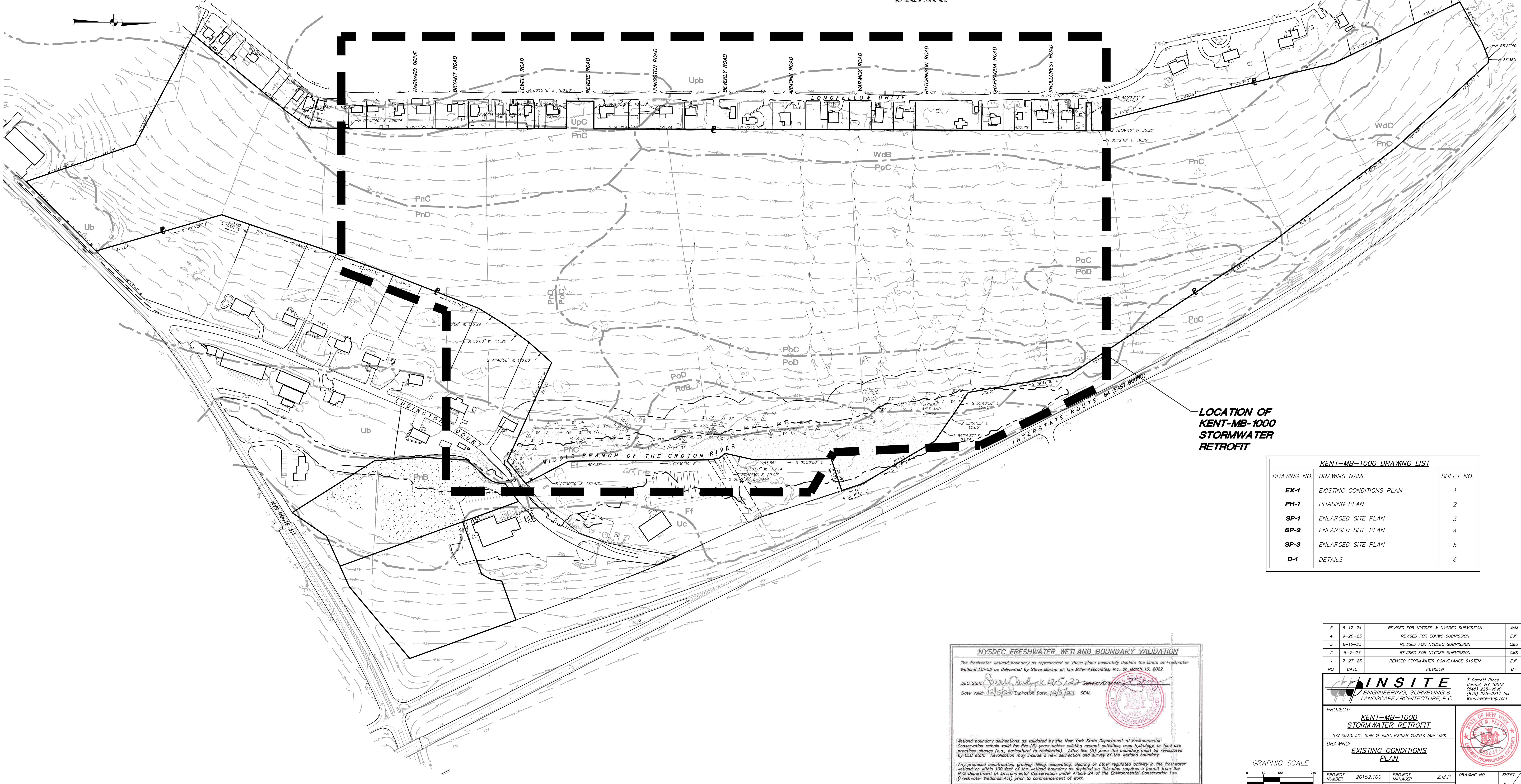
LOCATION MAP SCALE: 1" = 1000'

OWNER: ERSE, LLC 1699 ROUTE 6, SUITE 1 CAMEL, NY 12012

SITE DATA: Zone: IBC Tax Map No: 22-2-16

GENERAL NOTES:

1. Existing conditions shown herein obtained from photogrammetric mapping flown by GeoMap on March 20, 2021.
2. Wetlands shown herein were mapped by Steve Marino of Tim Miller Associates, Inc. and the flags were survey locate by InSite Engineering, Surveying & Landscape Architecture, P.C. on March 10, 2022.
3. Existing adjacent property boundaries shown herein obtained from Putnam County GIS.
4. The NYSDEC regulated Wetland LC-52 boundary shown herein was validated by Sarah Pawlaczek (NYSDEC) on September 29, 2022.



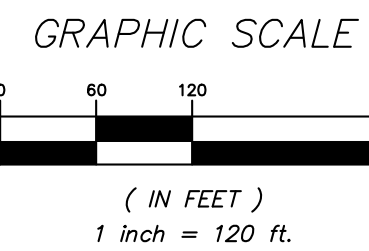
KENT-MB-1000 DRAWING LIST		
DRAWING NO.	DRAWING NAME	SHEET NO.
EX-1	EXISTING CONDITIONS PLAN	1
PH-1	PHASING PLAN	2
SP-1	ENLARGED SITE PLAN	3
SP-2	ENLARGED SITE PLAN	4
SP-3	ENLARGED SITE PLAN	5
D-1	DETAILS	6

NYSDEC FRESHWATER WETLAND BOUNDARY VALIDATION

The freshwater wetland boundary as represented on these plans accurately depicts the limits of Freshwater Wetland LC-52 as delineated by Steve Marino of Tim Miller Associates, Inc. on March 10, 2022.

DEC Staff: *[Signature]* Date: *12/5/22* Expiration Date: *12/5/27*

Any proposed construction, grading, filling, excavating, clearing or other regulated activity in the freshwater wetland or within 100 feet of the wetland boundary as depicted on this plan requires a permit from the NYS Department of Environmental Conservation under Article 24 of the Environmental Conservation Law (Freshwater Wetlands Act) prior to commencement of work.



EXISTING CONDITIONS PLAN

SCALE: 1" = 80'

5	S-17-24	REVISED FOR NYDEC & NYSDEC SUBMISSION	JMM
4	S-20-23	REVISED FOR EDWING SUBMISSION	EJP
3	S-16-23	REVISED FOR NYDEC SUBMISSION	CMS
2	S-7-23	REVISED FOR NYDEC SUBMISSION	CMS
1	S-7-23-23	REVISED STORMWATER CONVEYANCE SYSTEM	EJP
NO.	DATE	REVISION	BY

PROJECT: KENT-MB-1000 STORMWATER RETROFIT

DRAWING: EXISTING CONDITIONS PLAN

PROJECT NUMBER: 20152.100

DATE: 11-14-22

SCALE: 1" = 120'

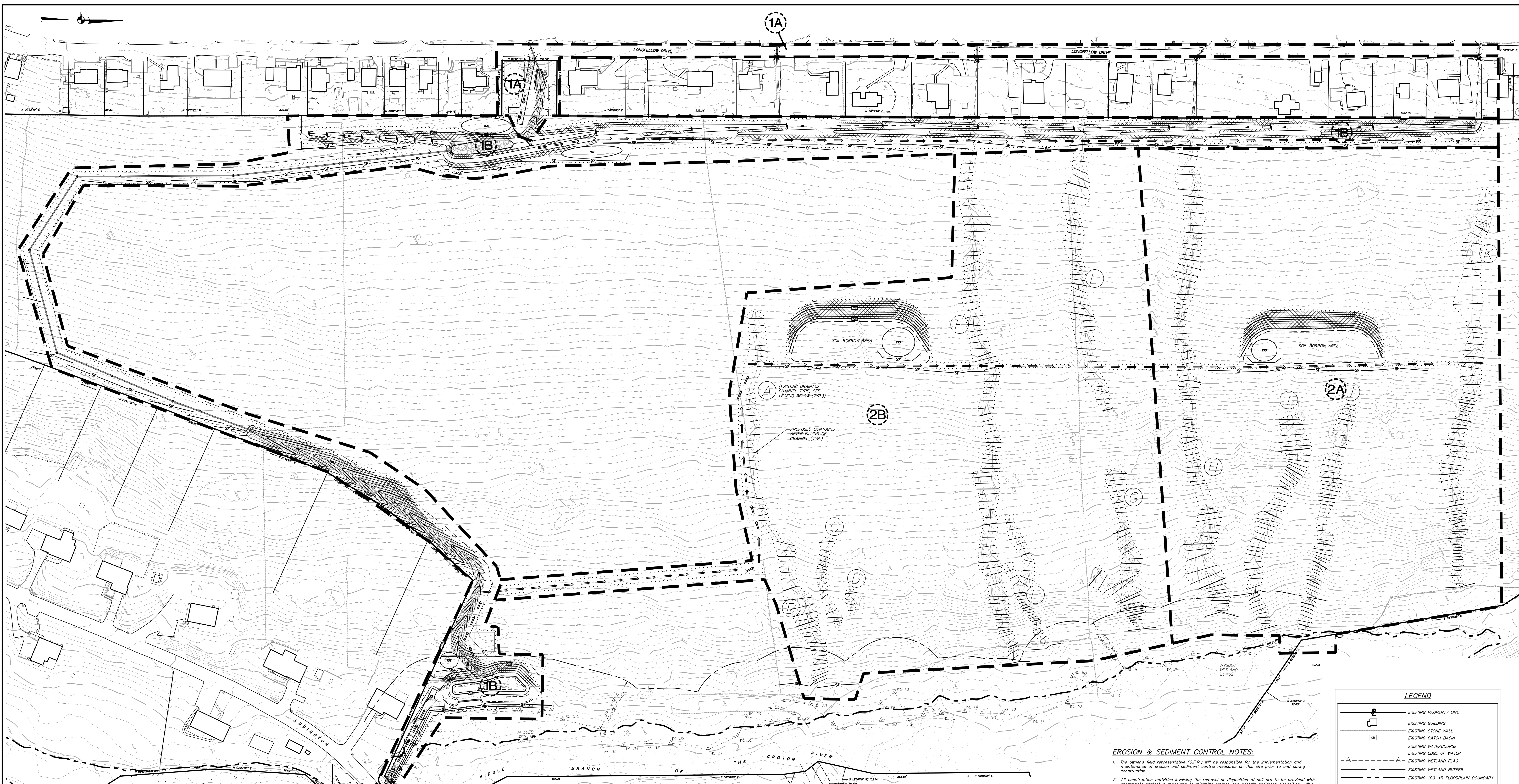
PROJECT MANAGER: J.M.P.

DRAWN BY: J.L.P.

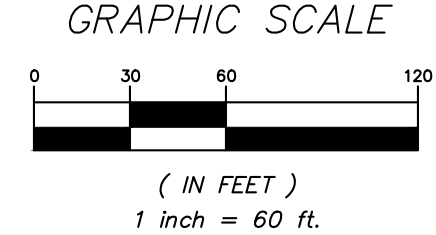
CHECKED BY: E.J.P.

DRAWING NO. EX-1

SHEET 1/6



PHASING PLAN
SCALE: 1" = 60'



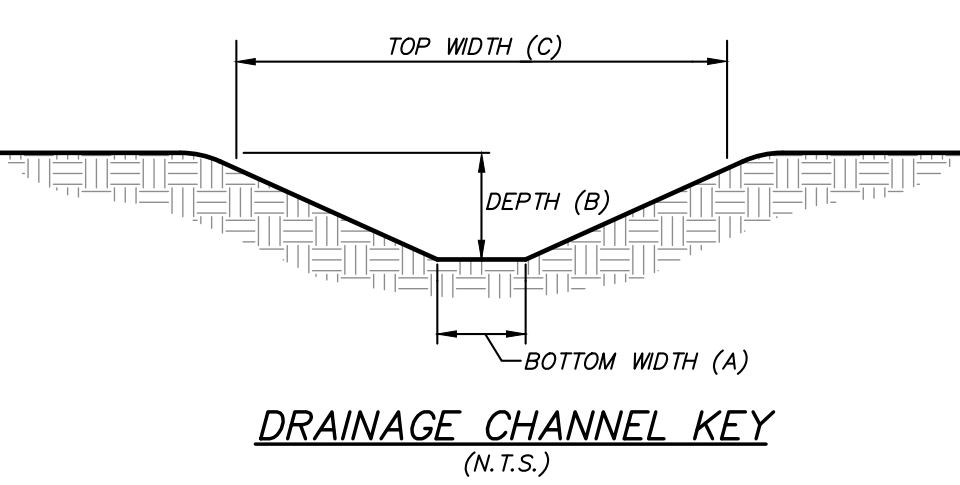
EROSION AND SEDIMENT CONTROL MAINTENANCE SCHEDULE					
MONITORING REQUIREMENTS			MAINTENANCE REQUIREMENTS		
PRACTICE	DAILY	WEEKLY	AFTER RAINFALL	DURING CONSTRUCTION	AFTER CONSTRUCTION
SILT FENCE BARRIER	—	Inspect	Inspect	Clear/Repair	Remove
STONE CHECK DAM	—	Inspect	Inspect	Clear/Repair	Remove
STABILIZED CONSTRUCTION ENTRANCE	Inspect	—	Inspect	Clear/Repair	Remove
INLET PROTECTION	—	Inspect	Inspect	Clear/Repair	Remove
DUST CONTROL	Inspect	—	Inspect	Mulching/ Spraying Water	N/A
*VEGETATIVE ESTABLISHMENT	—	Inspect	Inspect	Water/Repair/ Renewal	Reseed to 80% Coverage
SILT STOCKPILES	—	Inspect	Inspect	Mulching/ Silt Fence Repair	Mow Permanent Grass/Repair/ Repair Rip Rap
CONCRETE DRAINAGE STRUCTURES	—	Inspect	Inspect	Clean Sumps/ Remove Sediment/ Repair/Replace	See Permanent Stormwater Facilities Maintenance Schedule on Drawing D-1
ACCESS ROAD / PAVEMENT	—	Inspect	Inspect	Clean	Clean
GEOTEXTILE ANCHORAGE	—	Inspect	Inspect	Repair	N/A

* Permanent vegetation is considered stabilized when 80% of the plant density is established.
2. Estimated earthwork volumes are approximate and do not account for soil in compacted subgrade.
3. The party responsible for implementation of the maintenance schedule during and after construction is:
East of Hudson Watershed Corporation
2 Route 164, Suite 2
Hoffmansville, NY 12061
and/or the current owner(s) of the subject property.

ALTERATION OF THIS DOCUMENT, UNLESS UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, IS A VIOLATION OF SECTION 7209 OF ARTICLE 145 OF THE EDUCATION LAW.

DRAINAGE CHANNEL LEGEND			
TYPE	BOTTOM OF CHANNEL WIDTH (A)	DEPTH OF CHANNEL (B)	TOP OF CHANNEL WIDTH (C)
A	3.0'	3.0'	10.0'
B	4.0'	2.0'	8.0'
C	4.0'	2.0'	8.0'
D	3.0'	2.0'	7.0'
E	2.0'	2.0'	6.5'
F	7.0'	7.0'	20.0'
G	5.0'	3.0'	12.0'
H	7.0'	5.0'	20.0'
I	3.0'	2.0'	7.5'
J	1.5'	2.0'	5.0'
K	4.0'	3.0'	12.0'
L	5.0'	5.0'	15.0'

Note: Dimensions above are based on field measurements of the individual cross sections along the length of the existing drainage ditch and may not be representative of the entire length of the ditch. Contractor shall field verify conditions of existing drainage ditches which are part of this project.



DRAINAGE CHANNEL KEY
(N.T.S.)

PROJECT DISTURBANCE SUMMARY TABLE	
TOTAL PROJECT DISTURBANCE	9.9 AC
TOTAL DISTURBANCE WITHIN NYSDC ADJACENT AREA	27.300 SF
TOTAL DISTURBANCE WITHIN NYSDC WETLAND	0 SF

EARTHWORK SUMMARY

CUT	FILL	NET
10,400 CY	10,400 CY	0 CY

OVERALL CONSTRUCTION SEQUENCE:

1. Install stabilized construction entrance in accordance with the notes and details at location shown on drawing.
2. Install erosion control measures shown on the plan in accordance with the details.
3. Install Maintenance and Protection of Traffic Measures prior to starting improvements along Longfellow Drive.
4. Saw cut pavement and install proposed silt fence filters including #1, #2, #3, #4, and #5 along Longfellow Drive to connect the existing drainage system to the silt fence filters.
5. Replace pavement and install curb.
6. Fell trees within the limits of Phase 1A and Phase 1B. No grubbing shall take place until that phase of construction has commenced. Felled trees shall be chipped and stockpiled onsite for future construction of the proposed temporary construction access paths and/or soil stabilization. Felled trees shall be temporarily laid with the trunk of the tree directed uphill until they can be chipped to prevent concentration of stormwater runoff from uphill areas.
7. Grub trees within the limits of Phase 1A.
8. Strip and stockpile topsoil onsite for later use for permanent stabilization.
9. Install contractor staging area.
10. Divert stormwater runoff from the existing drainage culvert adjacent to #1 around the proposed work area and install rip rap swale "SW 3". Temporary discharge from rip rap swale "SW 3" shall be in a manner that does not cause downstream erosion.
11. Sawcut pavement and install silt fence filter #1. Replace existing drainage culvert across Longfellow Drive to connect the existing drainage system to #1 and install rip rap #8 and the drainage pipe from #1 to HW 8.
12. Grade and install item 4 access road off of Longfellow Drive and proposed grade.
13. Upon completion of all grading operations (topsoil, seed, and mulch) any and all disturbed areas as soon as feasible in accordance with the Erosion & Sediment Control Notes on this Drawing. Phase 1A must be stabilized prior to the commencement of Phase 1B.
14. Removal of temporary erosion and sediment control facilities once final stabilization is achieved. Final stabilization is achieved when all soil disturbance activities have ceased and a uniform, perennial vegetation cover with a density of eight percent or greater over the entire pervious surface has been established, or other equivalent stabilization measures, such as permanent landscape mulch, rip-rap or washed/crushed stone have been applied on all disturbed areas that are not covered by permanent structures, concrete or pavement.
15. Phase 1B (Total Disturbance 4.2 Ac, 4.3) (8-10 weeks)
 1. Install erosion control measures shown on the plan in accordance with the details including stabilized construction entrance from Ludington Court.
 2. Install construction fence along limits of disturbance/wetland boundary as shown on plan and contractor staging area.
 3. Grub trees within the limits of this phase.
 4. Construct and stabilize proposed setting basin.
 5. Final installation of the proposed rip rap swales within the limits of this phase from downstream to upstream starting with "SW 5", then "SW 4".
 6. Install proposed stormwater proposed drainage structures and piping from downstream to upstream including ES 1, DMH 2, DMH 3, DMH 4, DMH 5, DMH 6 and HW 7.
 7. Install proposed rip rap ramp in front of HW 7.
 8. Install proposed grass lined swale "SW 1" and "SW 2". Contractor shall divert stormwater runoff from uphill areas, including pipe discharge from Longfellow Drive, around the proposed work area until grass lined swales are stabilized. Temporary culverts at grade may be utilized to convey the stormwater runoff from the existing pipe discharge around the proposed work area until the swales are stabilized. Discharge from temporary culverts shall be in a manner that does not cause downstream erosion.
 9. Upon completion of all grading operations (topsoil, seed, and mulch) any and all disturbed areas as soon as feasible in accordance with the Erosion & Sediment Control Notes on this Drawing. Phase 1B must be stabilized prior to the commencement of Phase 2A.
 10. Once all tributary areas are stabilized, remove any accumulated sediment from the proposed setting basin and rip ramp.
 11. Removal of temporary erosion and sediment control facilities once final stabilization is achieved.

1. Phase 2A (Total Disturbance 2.4 Ac, 4.3) (8-10 weeks)
 1. Install temporary construction fence along limits of disturbance/wetland boundary as shown on plan.
 2. Install temporary construction access path to Phase 2A. Utilize woodchips from tree falling in Phase 1 to construct path between Phase 1B and Phase 2A.
 3. Install construction fence along limits of disturbance/wetland boundary as shown on plan.
 4. Fell trees within the limits of Phase 2A and 2B. No grubbing shall take place until that phase of construction has commenced. Felled trees shall be chipped and stockpiled onsite for future construction of the proposed temporary construction access paths and/or soil stabilization.
 5. Construct the remaining proposed construction access paths within Phase 2A.
 6. Begin mass earthwork operations within the limits of the phase. Utilize soil from borrow areas to fill in eroded channels. Channel filling operations shall begin at the source point of the existing eroded channel and progress down gradient.
 7. During channel filling operations if groundwater or base flow is encountered, the contractor shall install sand bag cofferdams and divert flow around work area. Any pump discharge outlet shall be in a location specified by the project engineer and appropriate outlet protection measures as specified by the project engineer shall be installed to eliminate potential downstream impacts and erosion from dewatering operations.
 8. Upon completion of grading operations (topsoil, seed, and mulch) any and all disturbed areas as soon as feasible in accordance with the Erosion & Sediment Control Notes on this Drawing. Phase 2A must be stabilized prior to the commencement of Phase 2B.
 9. Removal of temporary erosion and sediment control facilities once final stabilization is achieved.
1. Phase 2B (Total Disturbance 3.0 Ac, 4.3) (8-10 weeks)
 1. Install erosion control measures shown on the plan in accordance with the details.
 2. Install construction fence along limits of disturbance/wetland boundary as shown on plan.
 3. Grub trees within the limits of this phase.
 4. Strip and stockpile topsoil onsite for later use for permanent stabilization.
 5. Divert stormwater runoff from the existing drainage culvert adjacent to #1 around the proposed work area and install rip rap swale "SW 3". Temporary discharge from rip rap swale "SW 3" shall be in a manner that does not cause downstream erosion.
 6. Sawcut pavement and install silt fence filter #1. Replace existing drainage culvert across Longfellow Drive to connect the existing drainage system to #1 and install rip rap #8 and the drainage pipe from #1 to HW 8.
 7. Grade and install item 4 access road off of Longfellow Drive and proposed grade.
 8. Upon completion of all grading operations (topsoil, seed, and mulch) any and all disturbed areas as soon as feasible in accordance with the Erosion & Sediment Control Notes on this Drawing. Phase 2B must be stabilized prior to the commencement of Phase 3A.
 9. Removal of temporary erosion and sediment control facilities once final stabilization is achieved.

EROSION & SEDIMENT CONTROL NOTES:

1. The owner's field representative (O.F.R.) will be responsible for the implementation and maintenance of erosion and sediment control measures on this site prior to and during construction.
2. All construction activities involving the removal or disposition of soil are to be provided with appropriate protective measures to minimize erosion and control sedimentation within. Minimum soil erosion and sediment control measures shall be implemented as shown on the plans and shall be installed in accordance with New York Standards and Specifications for Erosion and Sediment Control, latest edition.
3. Wherever feasible, natural vegetation should be retained and protected. Disturbance shall be minimized in the areas required to perform construction. No more than 5 acres of unprotected soil shall be exposed at any one time.
4. When land is exposed during development, the exposure shall be kept to the shortest period of time feasible. In the areas where soil disturbance activities have temporary or permanent, the application of soil stabilization measures must be initiated by the end of the next business day and completed within seven (7) days from the date the current soil disturbance activities ceased. Disturbance shall be minimized to the areas required to perform construction.
5. Silt fence shall be installed as shown on the plans prior to beginning any clearing, grubbing or earthwork.
6. All topsoil to be stripped from the area being developed shall be stockpiled and seeded for temporary stabilization per the timeframe required in Note #4 above. Annual ryegrass at a rate of 50 lbs. per acre shall be used for temporary seeding.
7. Any disturbed areas not subject to further disturbance or construction traffic, permanent or temporary, shall have soil stabilization measures initiated for permanent vegetation cover in combination with a suitable mulch within 1 business day of final grading. All seeded areas to receive a minimum 4" topsoil from stockpile area) and be seeded and mulched as follows:
 - Seed mixture to be planted between March 21 and May 20, or between August 15 and October 15 or as directed by project representative at a rate of 30 pounds per acre: Right-Of-Way Native Woods Mix w/Annual Ryegrass (ERMX-132-1) by Ernst Conservation Seeds of Maryland.
 - Mulch: Silt hay or small grain straw applied at a rate of 90 lbs./1000 S.F. or 2 tons/acre, to be applied and anchored according to "New York Standards and Specifications for Erosion and Sediment Control", latest edition.
8. Grass seed mix may be applied by either mechanical or hydroseeding methods. Seeding shall be performed in accordance with the current edition of the "NYSDOT Standard Specification, Construction and Materials, Section 610-3.02, Method No. 1". Hydroseeding shall be performed using materials and methods as approved by the site engineer.
9. Cut or fill slopes steeper than 3:1 shall be stabilized after grading with Curlew I Single Net Erosion Control Blanket, or approved equal in the timeframe required in Note #4 above.
10. Paved roadways shall be kept clean at all times.
11. The site shall at all times be graded and maintained such that all stormwater runoff is diverted to soil erosion and sediment control facilities.
12. All storm drainage outlets shall be stabilized, as required, before the discharge points become operational.
13. Stormwater from disturbed areas must be passed through erosion control barriers before discharge beyond disturbed areas or discharged into other drainage systems.
14. Erosion and sediment control measures shall be inspected and maintained on a daily basis by the O.F.R. to insure that channels, temporary and permanent ditches and pipes are clear of debris, that embankments and berms have not been breached and that all straw bales and silt fences are intact. Any failure of erosion and sediment control measures shall be repaired as soon as feasible by the contractor and inspected for approval by the O.F.R. and/or site engineer.
15. Dust shall be controlled by sprinkling or other approved methods as necessary, or as directed by the O.F.R.
16. Cut and fills shall not endanger adjoining property, nor divert water onto the property of others.
17. All fills shall be placed and compacted in 6" lifts to provide stability of material and to prevent settlement.
18. The O.F.R. shall inspect downstream conditions for evidence of sedimentation on a weekly basis and after rainstorms.
19. As warranted by field conditions, special additional erosion and sediment control measures, as specified by the site engineer and/or the Town Engineer shall be installed by the contractor.
20. Erosion and sediment control measures shall remain in place until all disturbed areas are fully stabilized.

LEGEND

- EXISTING PROPERTY LINE
- EXISTING BUILDING
- EXISTING STONE WALL
- EXISTING CATCH BASIN
- EXISTING WATERCOURSE
- EXISTING EDGE OF WATER
- EXISTING WETLAND FLAG
- EXISTING WETLAND BUFFER
- EXISTING 100-YR FLOODPLAIN BOUNDARY
- EXISTING 10' CONTOUR
- EXISTING 2' CONTOUR
- EXISTING SPOT GRADE
- EXISTING TREELINE
- PROPOSED 10' CONTOUR
- PROPOSED 2' CONTOUR
- PROPOSED SPOT ELEVATION
- PROPOSED DRAINAGE MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED OUTLET STRUCTURE
- PROPOSED END SECTION
- PROPOSED DRAINAGE PIPE
- PROPOSED GRASS SWALE
- PROPOSED LIMITS OF DISTURBANCE
- PROPOSED TEMPORARY CONSTRUCTION ACCESS PATH
- PROPOSED STABILIZED CONSTRUCTION ENTRANCE
- PROPOSED PHASING LINE
- PROPOSED PHASING NUMBER

5	5-17-24	REVISED FOR NYSDC & NYSDC SUBMISSION	JMM
4	9-20-23	REVISED FOR EDWC SUBMISSION	EJP
3	8-16-23	REVISED FOR NYSDC SUBMISSION	CMS
2	8-7-23	REVISED FOR NYSDC SUBMISSION	CMS
1	7-27-23	REVISED STORMWATER CONVEYANCE SYSTEM	EJP
NO.	DATE	REVISION	BY

INSITE
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LANDSCAPE ARCHITECTURE, P.C.

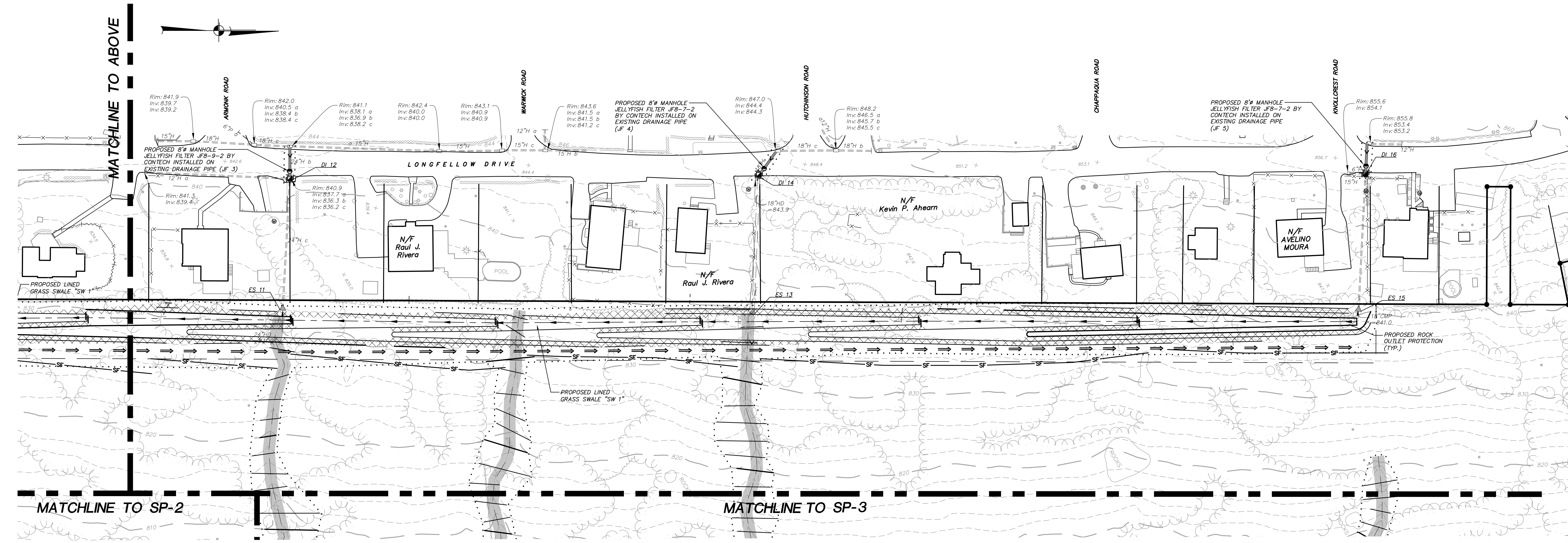
PROJECT: **KENT-MB-1000**
STORMWATER RETROFIT
NYS ROUTE 311, TOWN OF KENT, PUTNAM COUNTY, NEW YORK

DRAWING: **PHASING PLAN**

PROJECT NUMBER	20152.100	PROJECT MANAGER	Z.M.P.	DRAWING NO.	SHEET
DATE	11-14-22	DRAWN BY	J.L.P.	PH-1	2
SCALE	1" = 60'	CHECKED BY	E.J.P.		

3 Garrett Place
Cornwall, NY 10814
(845) 225-8690
(845) 225-8912 for
www.insite-eng.com

STATE OF NEW YORK
JULY 15 2024
Professional Engineer
No. 123456789
E.J.P.



LEGEND

- EXISTING PROPERTY LINE
- EXISTING BUILDING TO BE REMOVED
- EXISTING STONE WALL
- EXISTING CATCH BASIN
- EXISTING WATERCOURSE
- EXISTING WETLAND FLAG
- EXISTING WETLAND BUFFER
- EXISTING 100-YR FLOODPLAIN BOUNDARY
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- PROPOSED TEMPORARY CONSTRUCTION ACCESS PATH
- PROPOSED STABILIZED CONSTRUCTION ENTRANCE
- PROPOSED DRAINAGE STRUCTURE W/ INLET PROTECTION
- PROPOSED EROSION CONTROL MATTING
- PROPOSED TEMPORARY SOIL STOCKPILE

PROPOSED DRAINAGE TABLE

STRUCTURE	RM	INV.	PIPE	LENGTH	SLOPE
EX DI	855.8	853.2	18" HDPE	18 L.F.	7.2%
JF 5	856.0	IN 851.9/OUT 851.4	18" HDPE	6 L.F.	8.3%
DI 16	855.36	855.8	18" HDPE	17 L.F.	4.1%
EX DI	847.0	844.3	18" HDPE	17 L.F.	4.1%
JF 4	847.4	IN 843.6/OUT 844.1	18" HDPE	7 L.F.	3.9%
DI 14	846.8	842.9	18" HDPE	17 L.F.	17.0%
EX DI	841.1	839.9	24" HDPE	20 L.F.	2.9%
JF 3	842.0	IN 836.5/OUT 836.2	24" HDPE	14 L.F.	8.6%
DI 12	840.9	835.8	18" HDPE	6 L.F.	13.3%
EX DI	842.5	839.9	18" HDPE	14 L.F.	8.6%
JF 2	842.5	IN 838.7/OUT 838.2	18" HDPE	6 L.F.	13.3%
DI 10	842.0	835.8	18" HDPE	33 L.F.	3.6%
EX DI	851.8	845.2	18" HDPE	20 L.F.	32.5%
JF 1	852.0	IN 847.0/OUT 846.3	18" HDPE	400 L.F.	1.5%
HW 7	-	819.0	24" HDPE	283 L.F.	1.5%
DMH 6	825.0	813.0	42" HDPE	160 L.F.	19.8%
DMH 5	820.0	808.8	42" HDPE	194 L.F.	15.2%
DMH 4	789.1	777.1	42" HDPE	229 L.F.	1.5%
DMH 3	754.0	747.7	42" HDPE	154 L.F.	7.5%
DMH 2	750.6	744.3	42" HDPE	154 L.F.	7.5%
ES 1	-	742.0	-	-	-

5	5-17-24	REVISED FOR NYSDP & NYSDC SUBMISSION	JMM
4	9-20-23	REVISED FOR EDWC SUBMISSION	EJP
3	8-16-23	REVISED FOR NYSDP SUBMISSION	CMS
2	8-7-23	REVISED FOR NYSDP SUBMISSION	CMS
1	7-21-23	REVISED STORMWATER CONVEYANCE SYSTEM	EJP
NO.	DATE	REVISION	BY

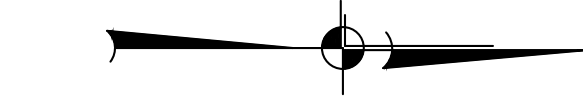
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3 Garrett Place
TOWN, NY 10017
(845) 225-8690
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www.insite-eng.com

PROJECT:
KENT-MB-1000
STORMWATER RETROFIT
NYS ROUTE 311, TOWN OF KENT, PUTNAM COUNTY, NEW YORK

DRAWING:
ENLARGED SITE PLAN

PROJECT NUMBER	20152.100	PROJECT MANAGER	Z.M.P.	DRAWING NO.	SHEET
DATE	11-14-22	DRAWN BY	J.L.P.	SP-1	3
SCALE	1" = 40'	CHECKED BY	E.J.P.		6



LEGEND	
	EXISTING PROPERTY LINE
	EXISTING BUILDING TO BE REMOVED
	EXISTING STONE WALL
	EXISTING CATCH BASIN
	EXISTING WATERCOURSE
	EXISTING WETLAND FLAG
	EXISTING WETLAND BUFFER
	EXISTING 100-YR FLOODPLAIN BOUNDARY
	EXISTING 10' CONTOUR
	EXISTING SPOT GRADE
	EXISTING TREELINE
	PROPOSED 10' CONTOUR
	PROPOSED 2' CONTOUR
	PROPOSED SPOT ELEVATION
	PROPOSED DRAINAGE MANHOLE
	PROPOSED CATCH BASIN
	PROPOSED OUTLET STRUCTURE
	PROPOSED END SECTION
	PROPOSED DRAINAGE PIPE
	PROPOSED GRASS SWALE
	PROPOSED SILT FENCE
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	PROPOSED STONE RIP-RAP
	PROPOSED LIMITS OF DISTURBANCE
	PROPOSED TEMPORARY CONSTRUCTION ACCESS PATH
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	PROPOSED EROSION CONTROL MATTING
	PROPOSED TEMPORARY SOIL STOCKPILE

5	5-17-24	REVISED FOR NYSDAP & NYSDEC SUBMISSION	JWM
4	8-20-23	REVISED FOR EDWING SUBMISSION	EJP
3	8-16-23	REVISED FOR NYSDAP SUBMISSION	CMS
2	8-7-23	REVISED FOR NYSDAP SUBMISSION	CMS
1	7-27-23	REVISED STORMWATER CONVEYANCE SYSTEM	EJP
NO.	DATE	REVISION	BY

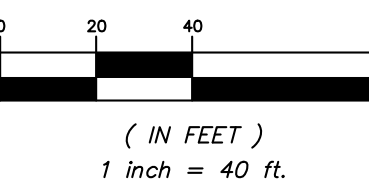
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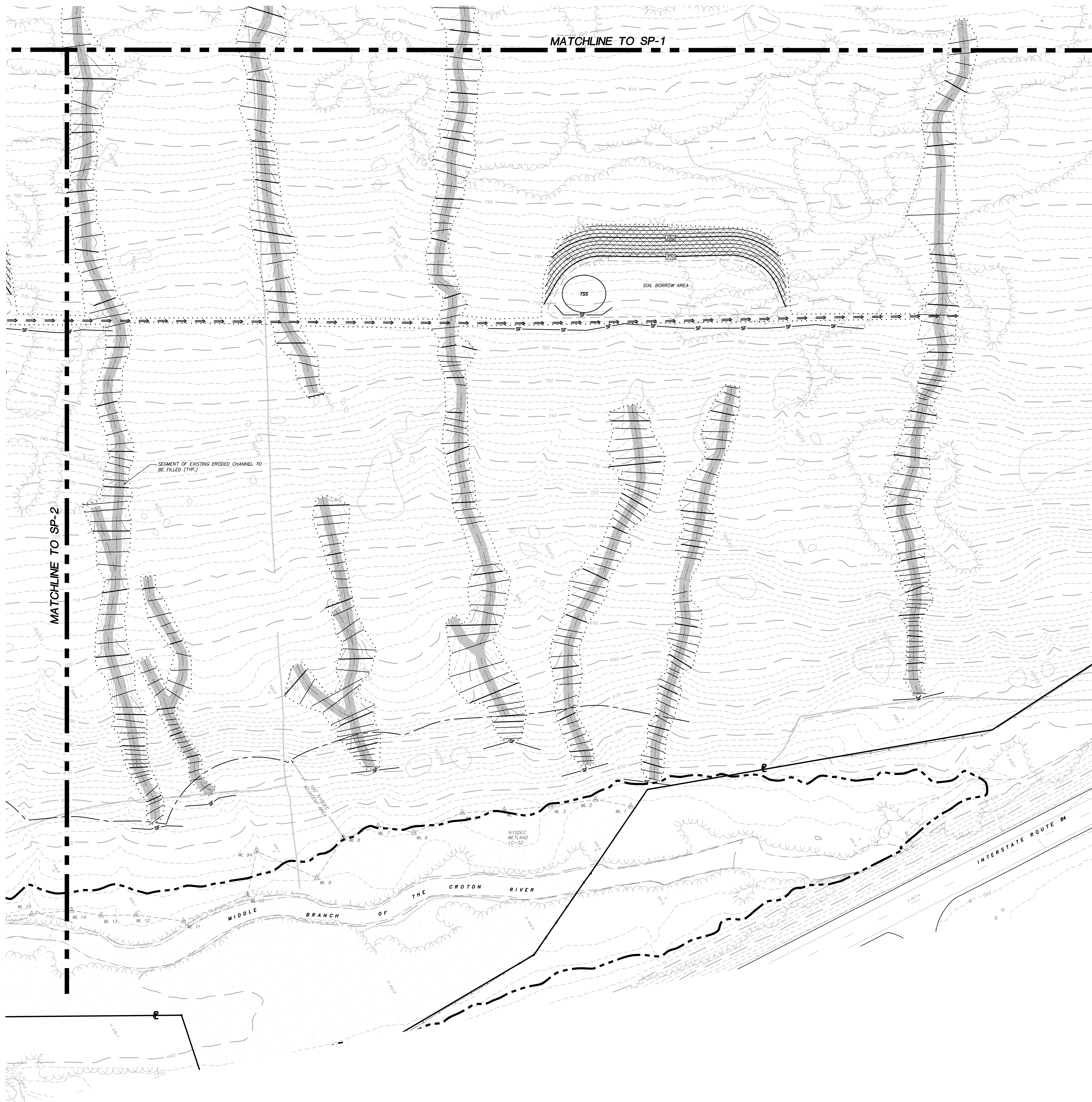
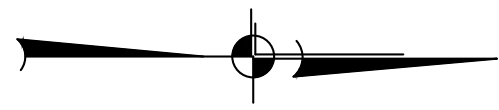
PROJECT:
KENT-MB-1000
STORMWATER RETROFIT
NYS ROUTE 311, TOWN OF KENT, PUTNAM COUNTY, NEW YORK

DRAWING:
ENLARGED SITE PLAN

PROJECT NUMBER	20152.100	PROJECT MANAGER	Z.M.P.	DRAWING NO.	SHEET
DATE	11-14-22	DRAWN BY	J.L.P.	SP-2	4
SCALE	1" = 40'	CHECKED BY	E.J.P.		6

GRAPHIC SCALE





LEGEND	
	EXISTING PROPERTY LINE
	EXISTING BUILDING TO BE REMOVED
	EXISTING STONE WALL
	EXISTING CATCH BASIN
	EXISTING WATERCOURSE
	EXISTING WETLAND FLAG
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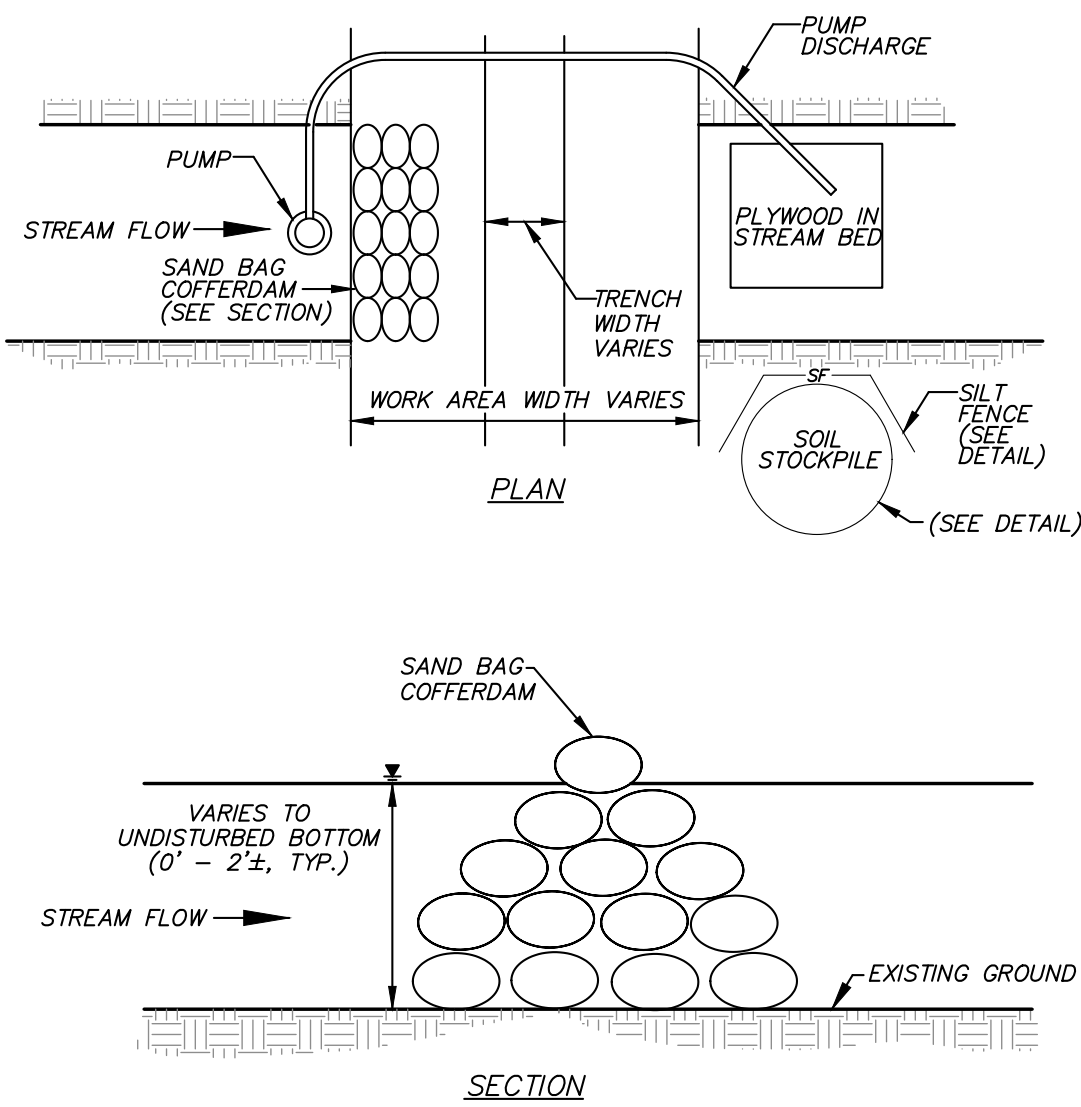
EXCAVATION DEWATERING CONTINGENCY REQUIREMENTS

The contractor shall maintain a contingency excavation dewatering kit consisting of a minimum of the following:

- (1) Submersible 2" electric trash pump with float switch, model #152-45-61 as manufactured by Torumi Pumps or approved equal, 3000 GPH, max head 39 ft.
- (1) Generator to run the electric trash pump.
- (1) "Dirtbag" Sediment Removal Device.
- (3) 4' x 8' sheets of plywood
- (20) Haybales
- (100 LF) 2" hose
- (100 LF) silt fence
- (20 CY) 3/4" washed crushed stone

EXISTING CHANNEL FILLING OPERATIONS NOTES:

- Channel filling operations shall begin at the source point of the existing eroded channel and progress down gradient.
- During Channel Filling Operations if groundwater or base flow is encountered the contractor install sand bag cofferdams in accordance with the detail provided on this drawing.
- The pump discharge outlet from the sand bag cofferdam shall be in a location specified by the project engineer and appropriate outlet protection measures as specified by the project engineer shall be installed to eliminate potential downstream impacts and erosion from dewatering operations.
- The contractor shall maintain an excavation dewatering contingency kit with the components specified in the "Excavation Dewatering Contingency Notes" provided on this drawing, as these items may be needed during the channel filling operations.



SAND BAG COFFERDAM DETAIL (N.T.S.)

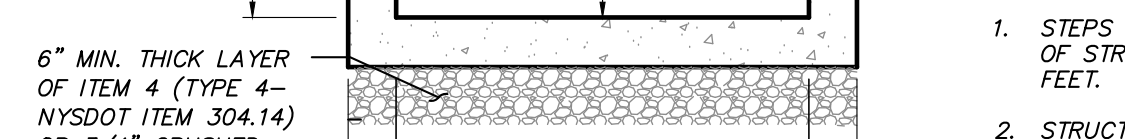
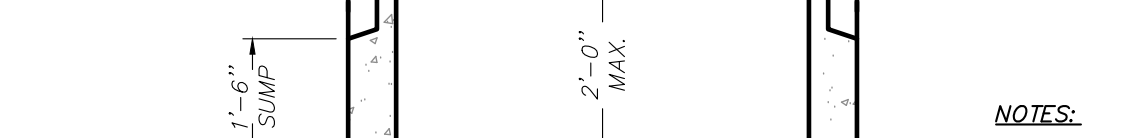
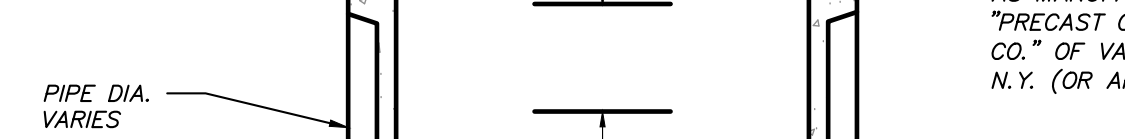
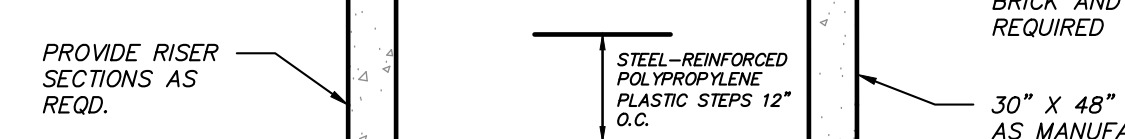
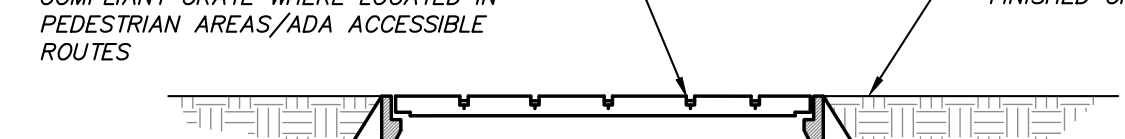
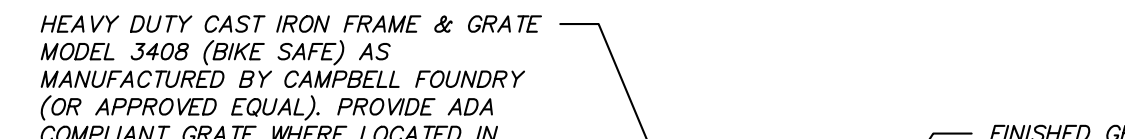
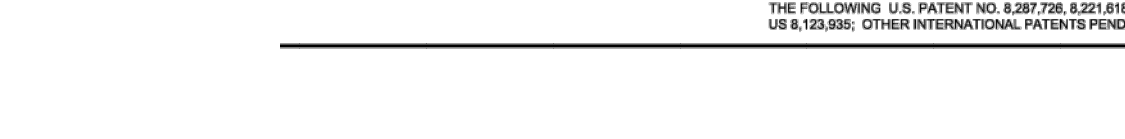
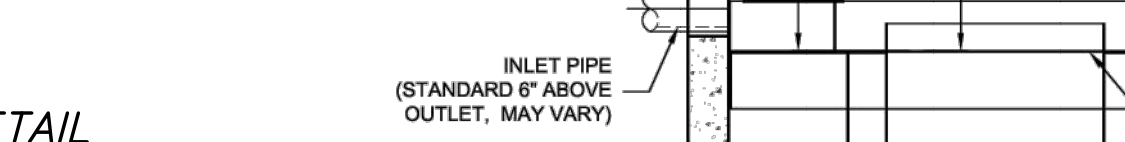
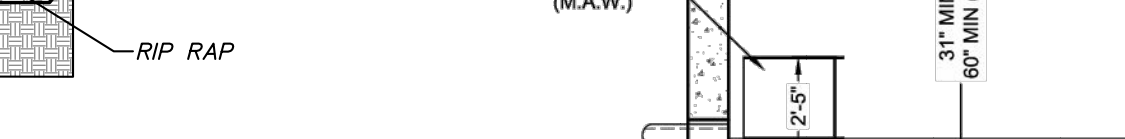
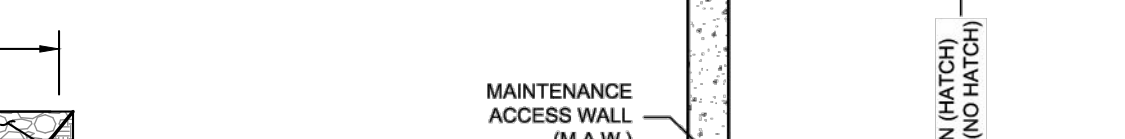
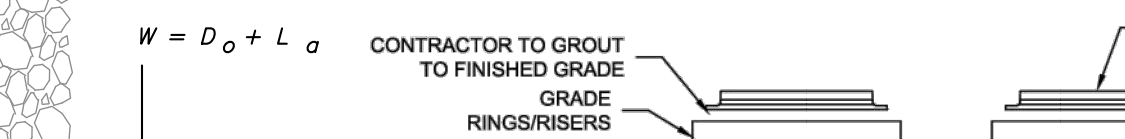
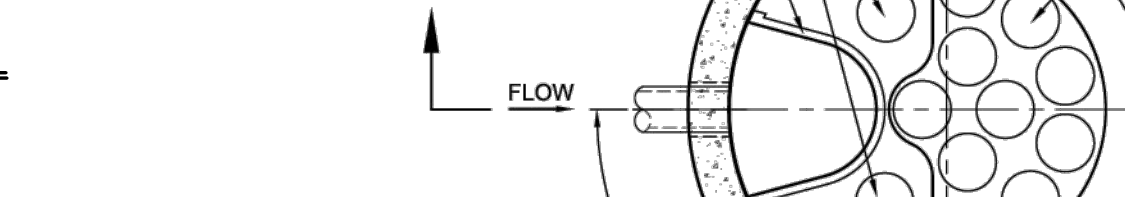
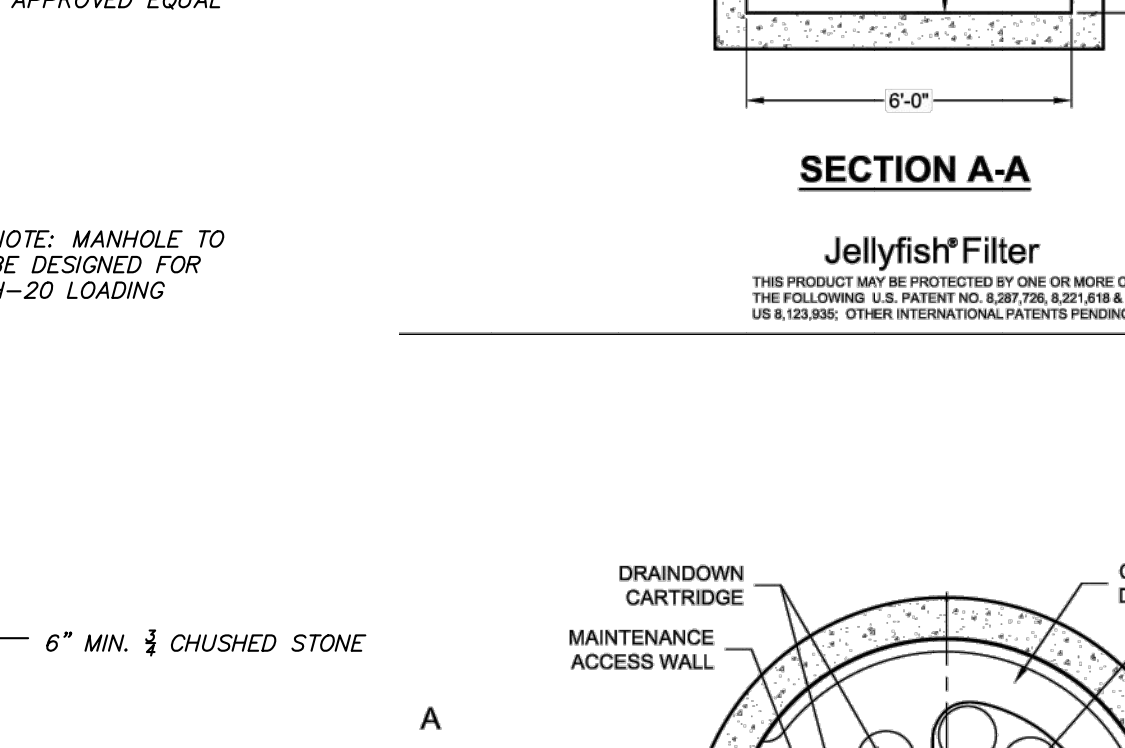
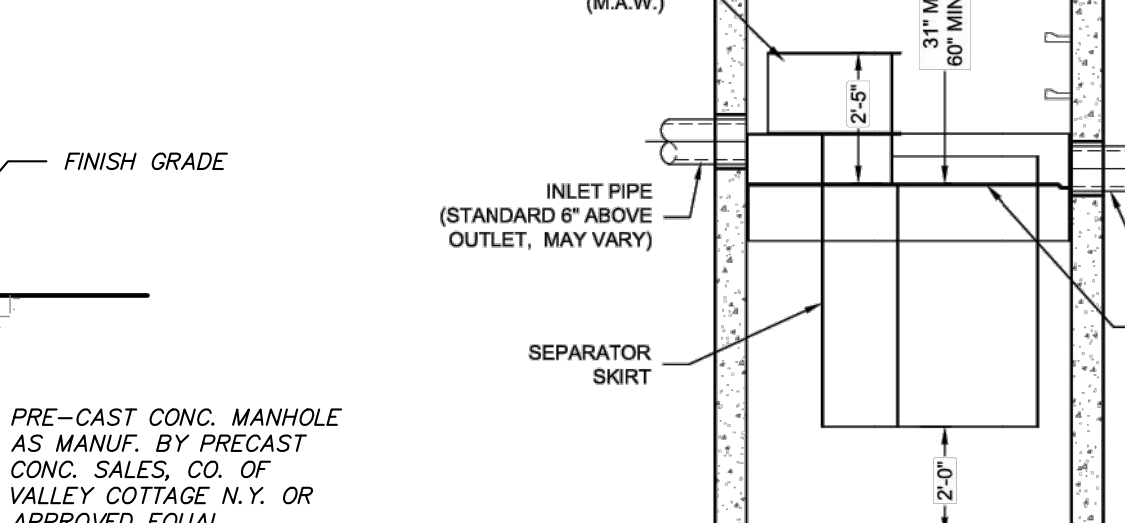
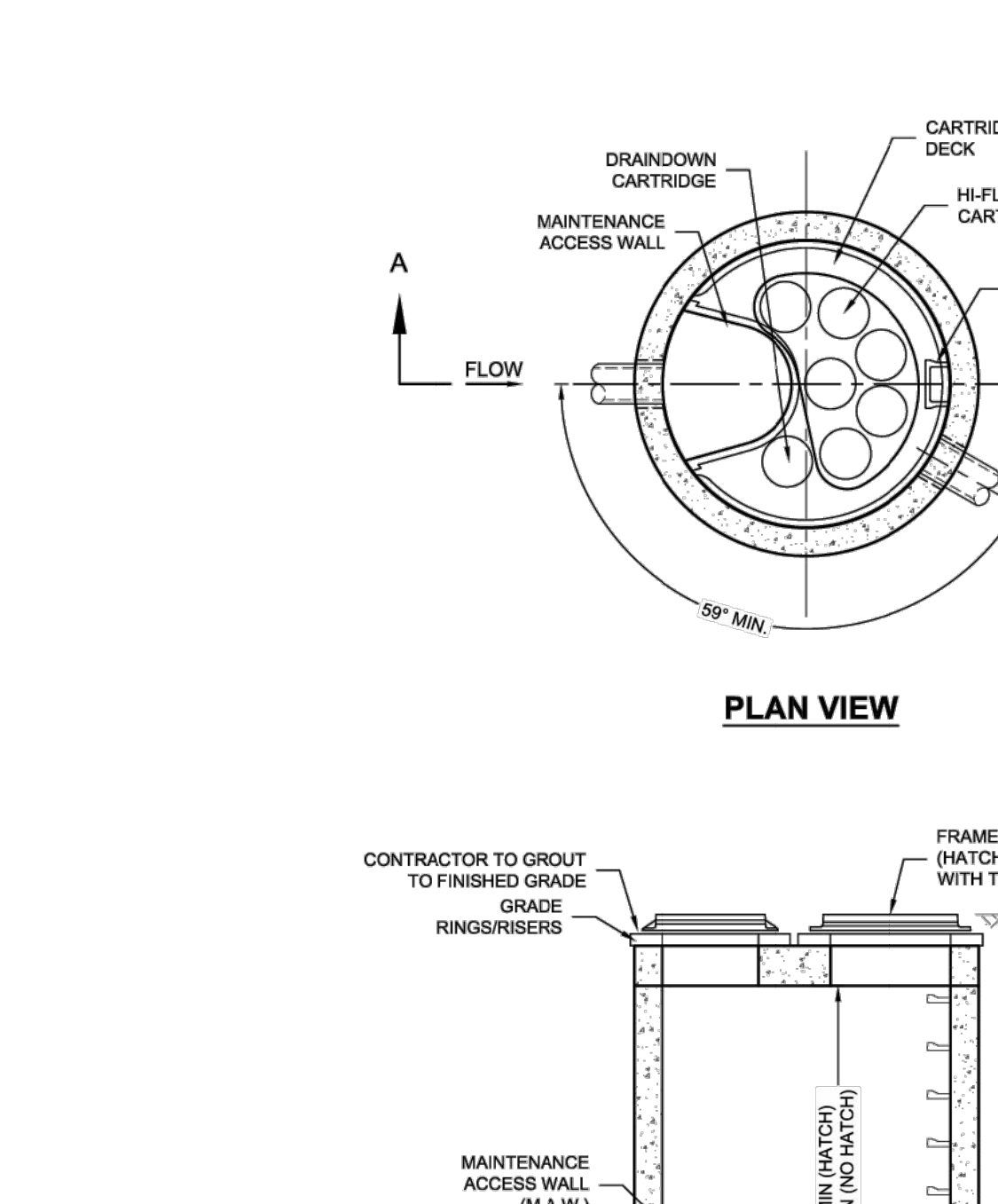
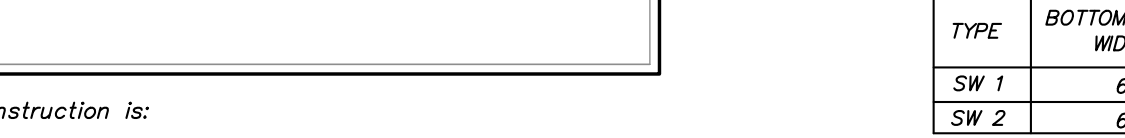
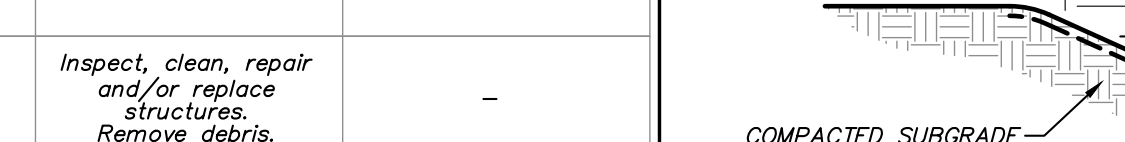
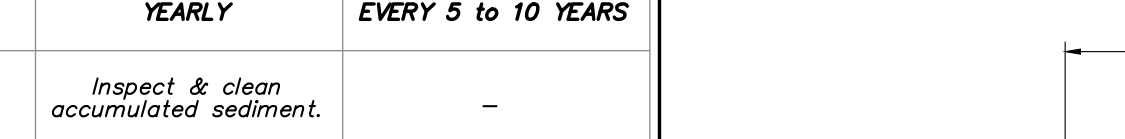
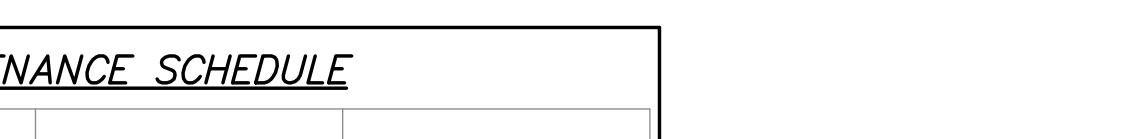
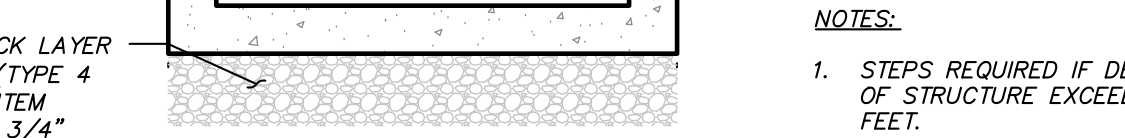
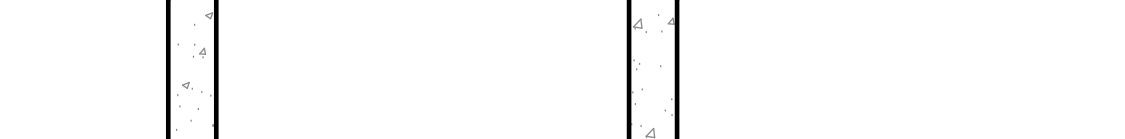
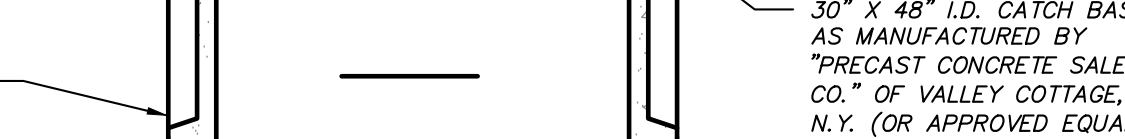
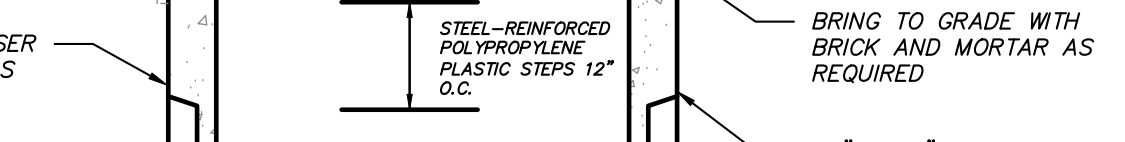
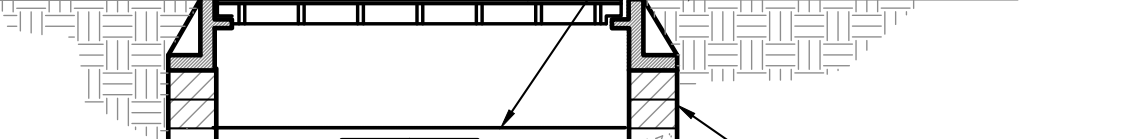
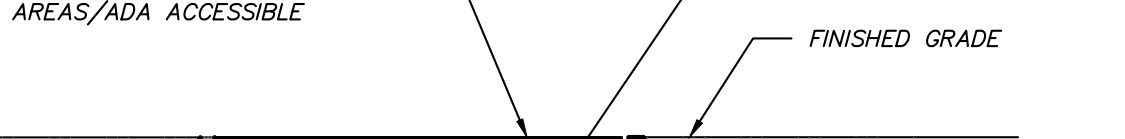
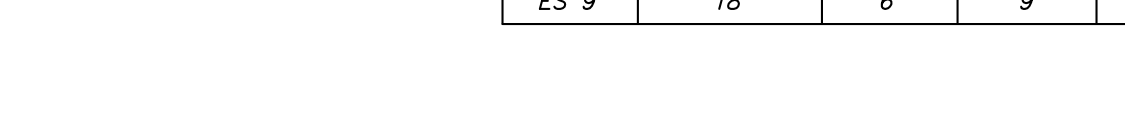
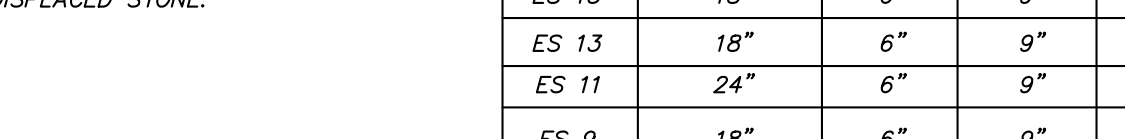
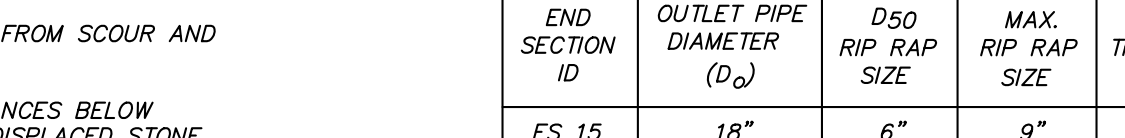
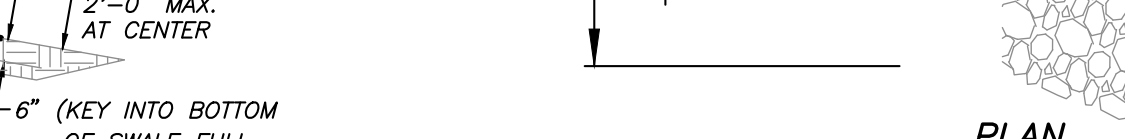
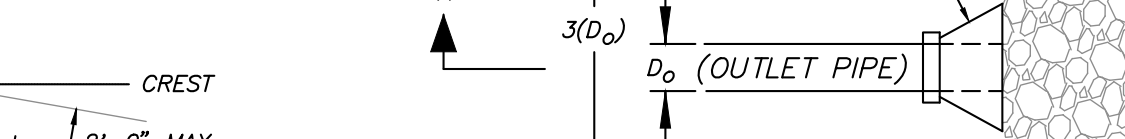
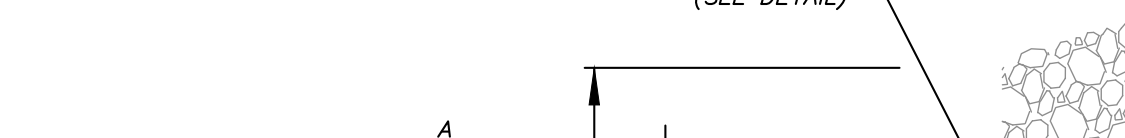
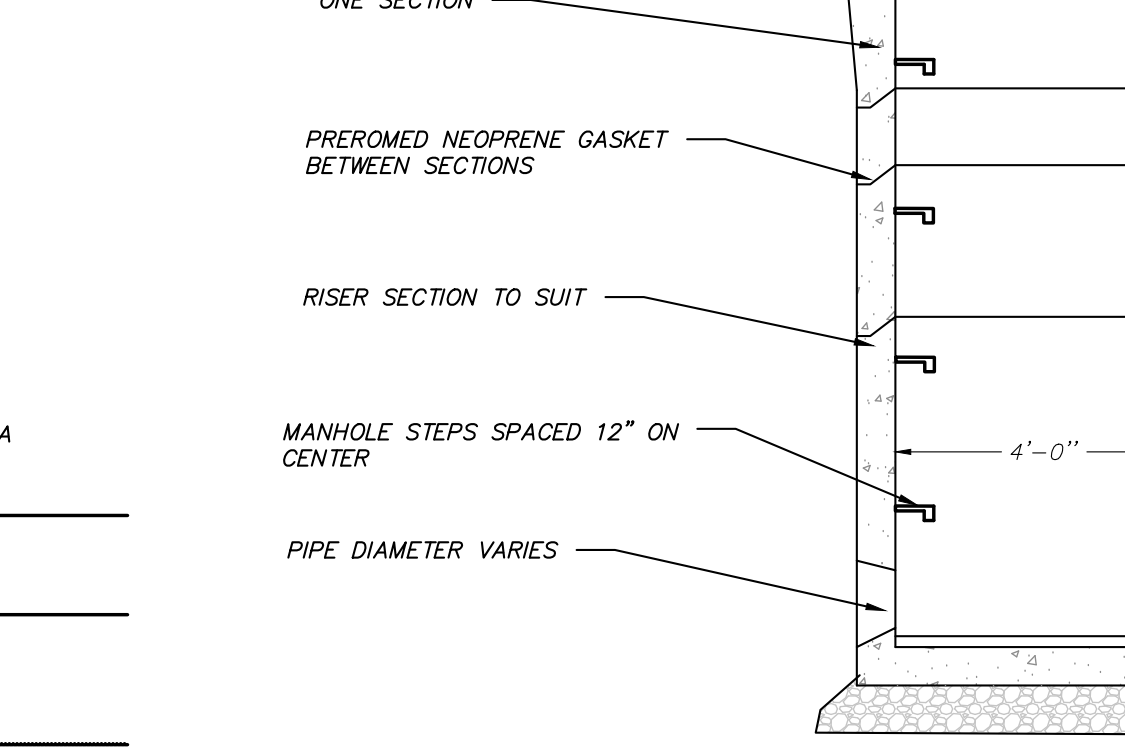
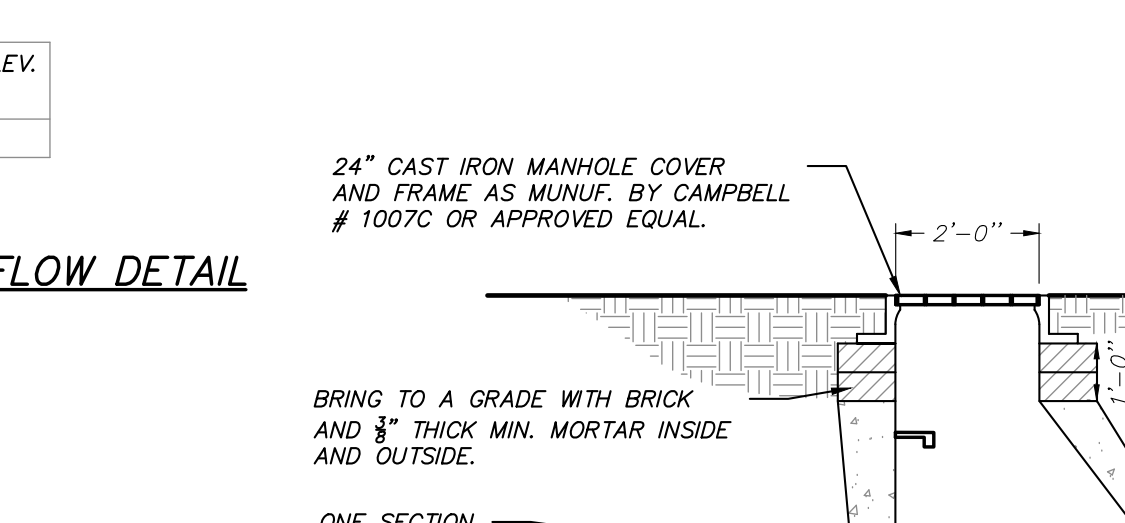
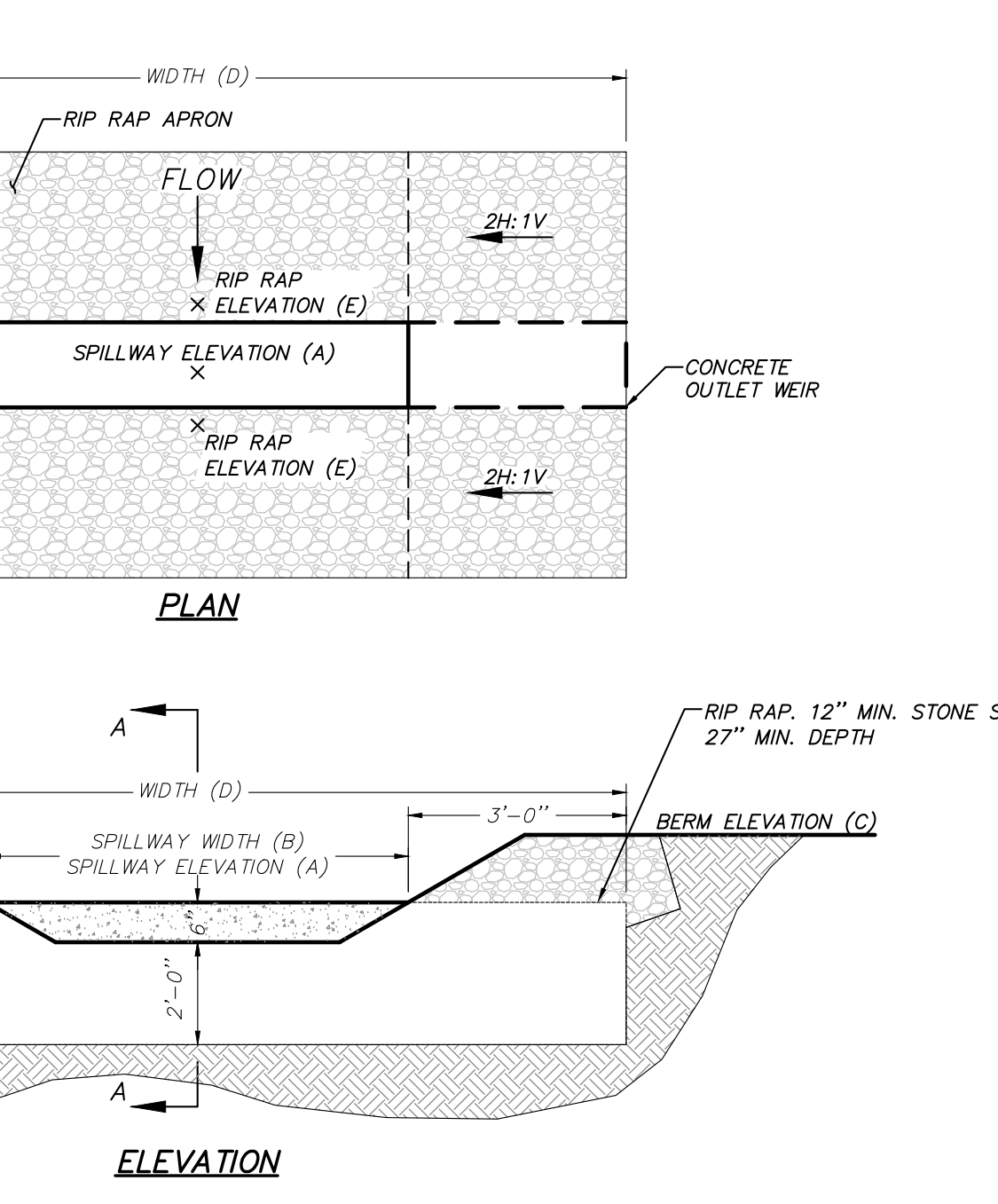
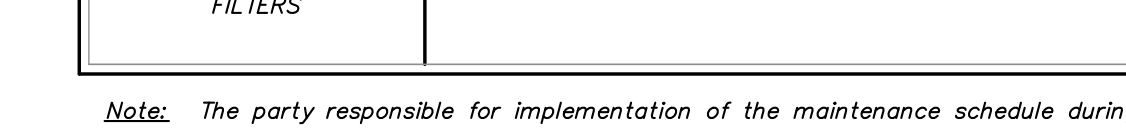
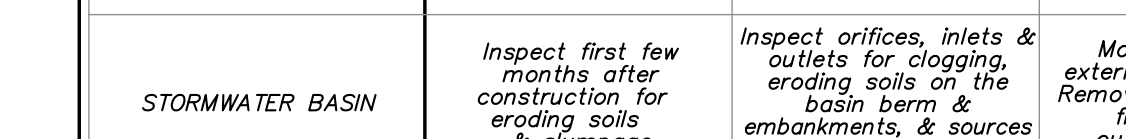
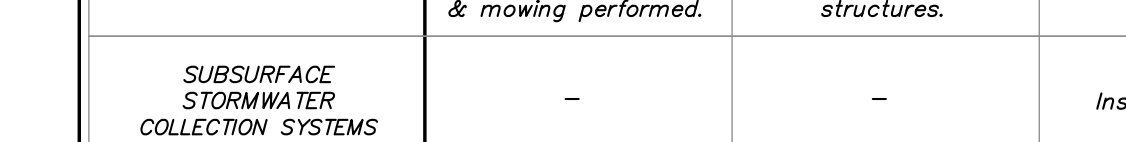
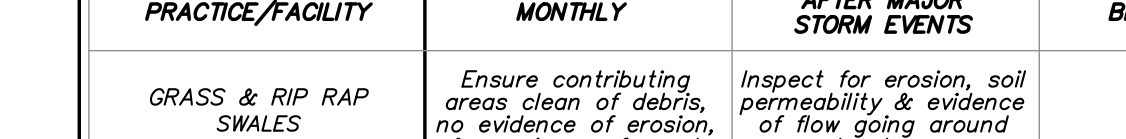
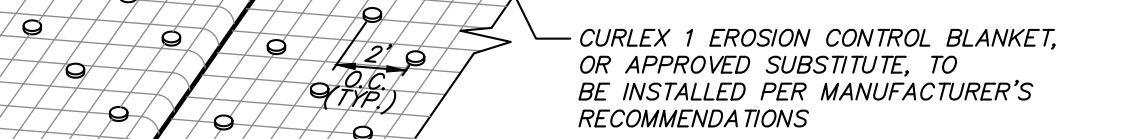
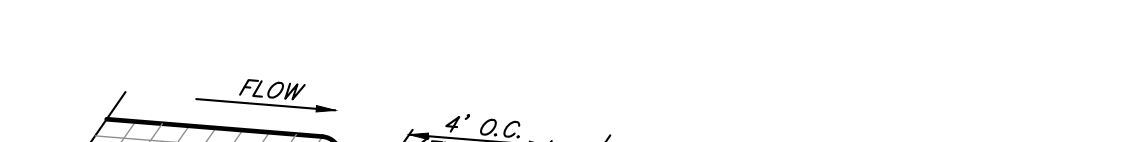
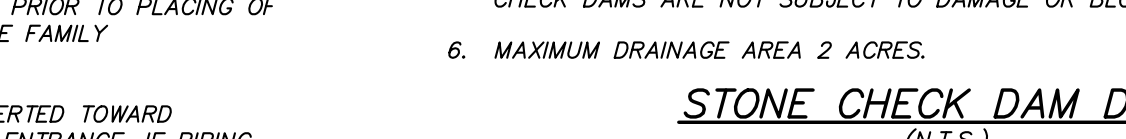
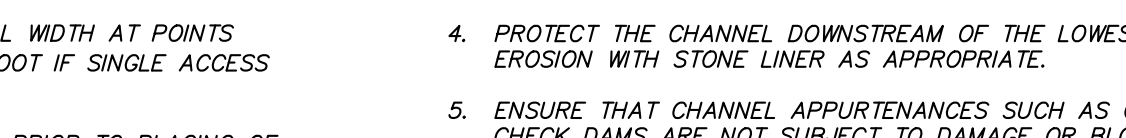
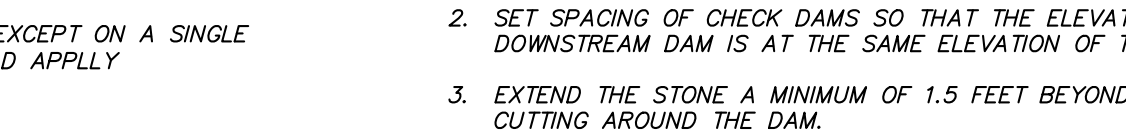
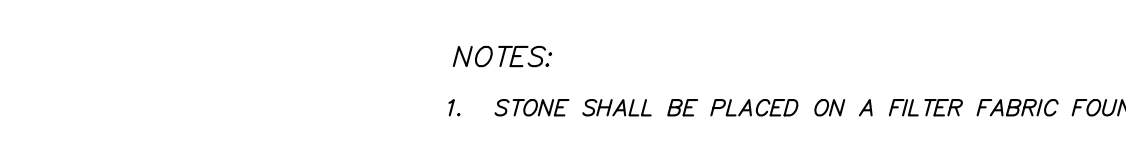
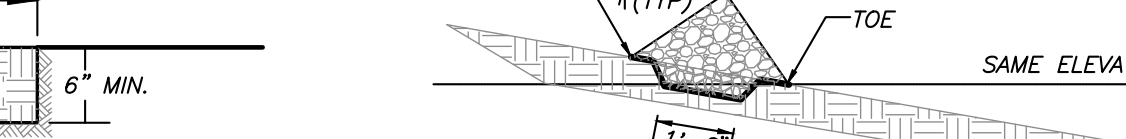
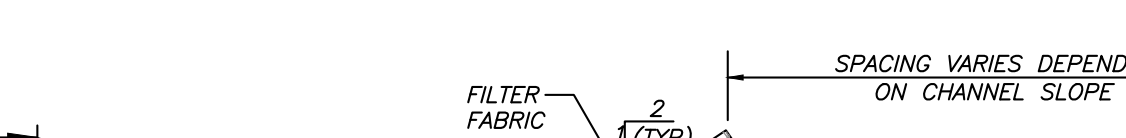
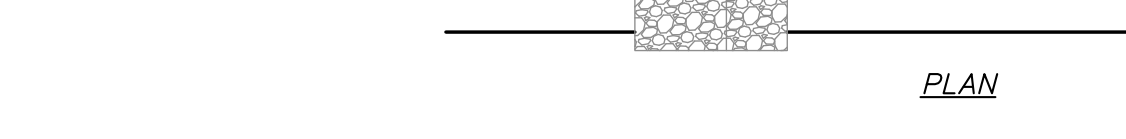
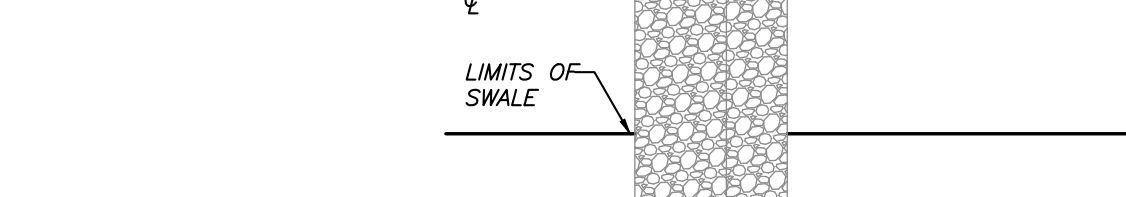
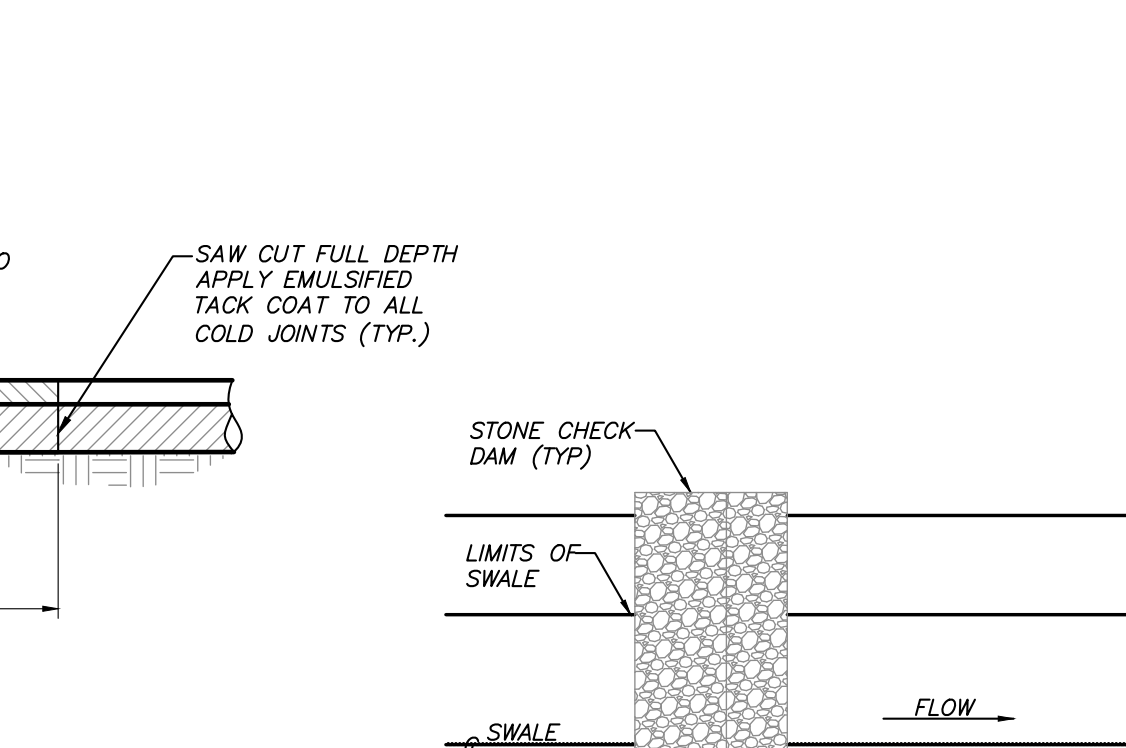
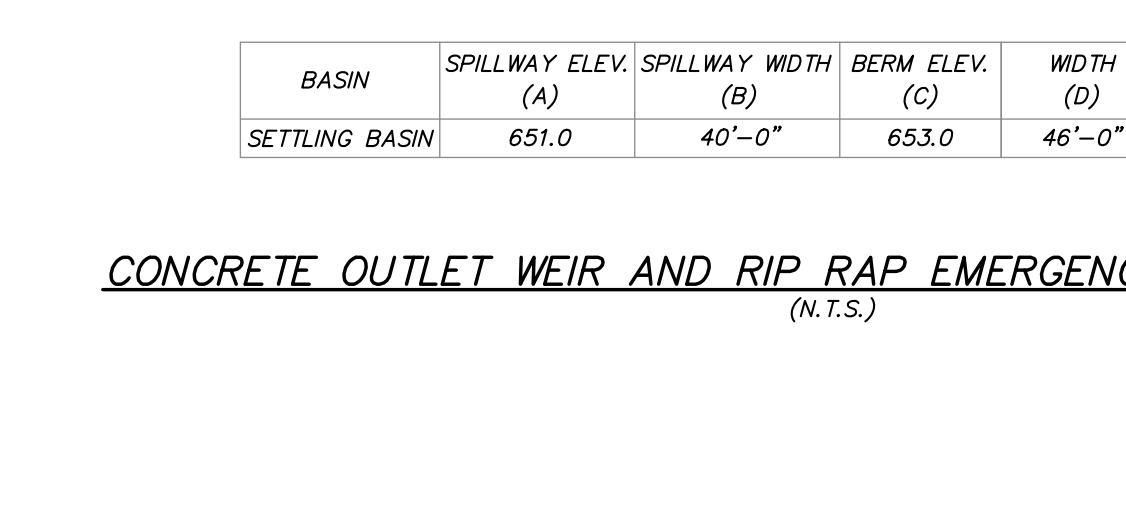
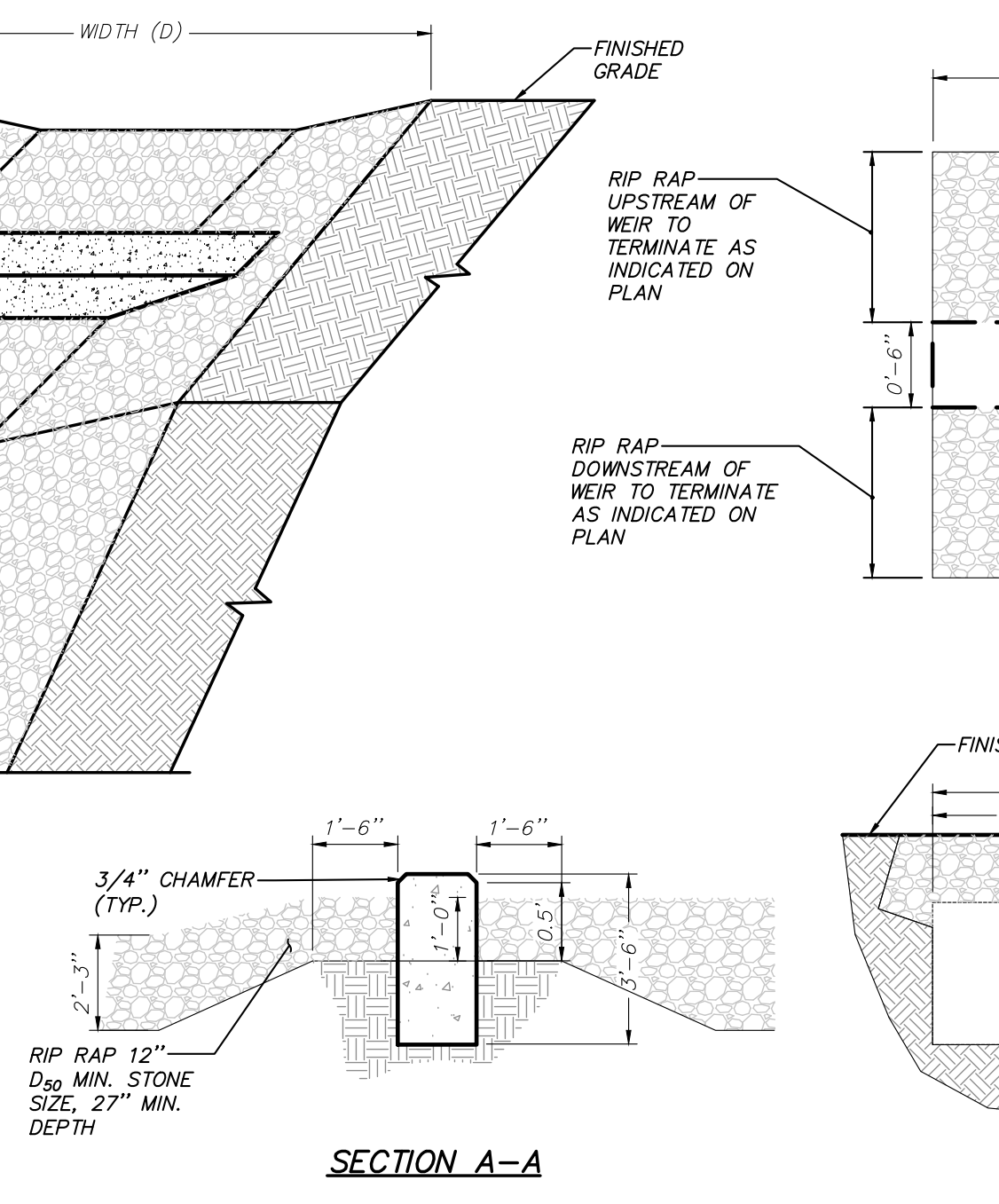
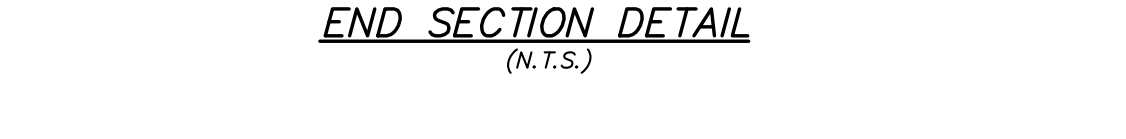
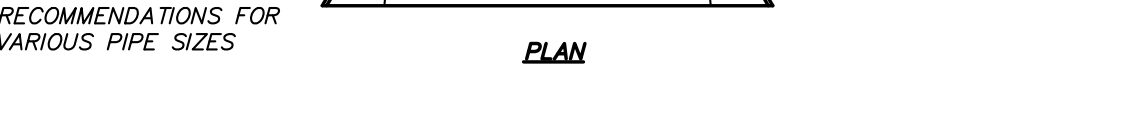
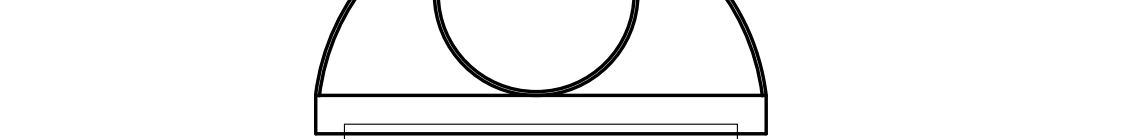
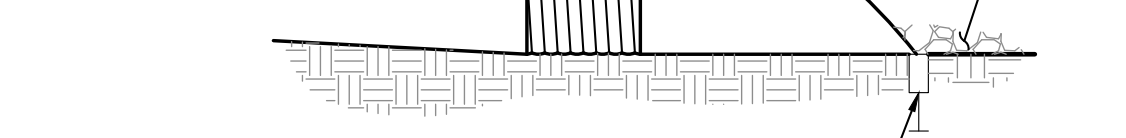
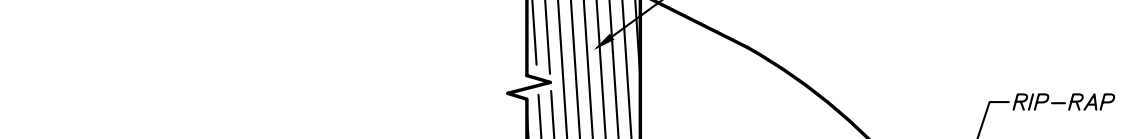
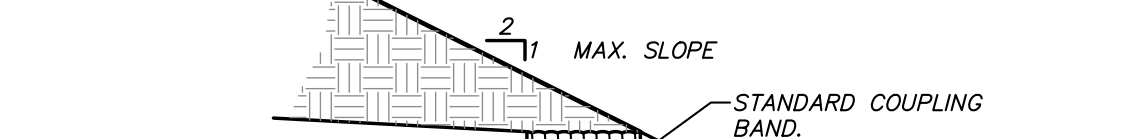
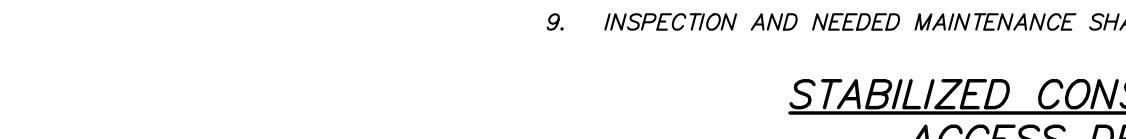
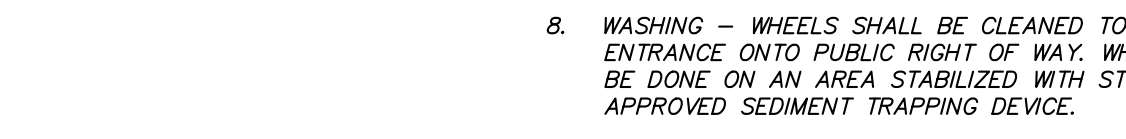
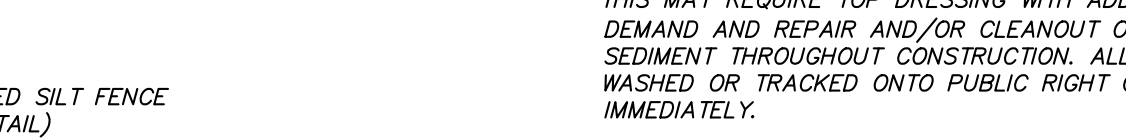
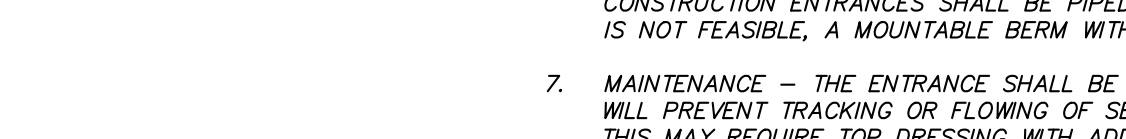
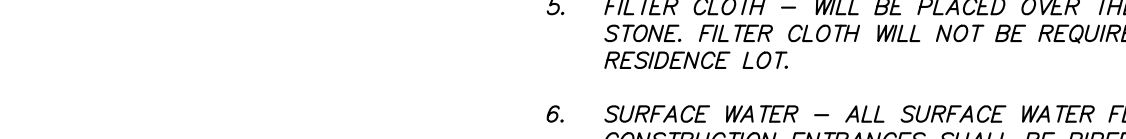
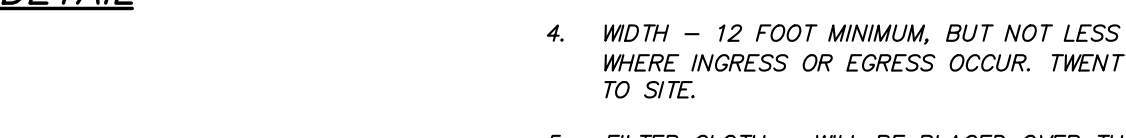
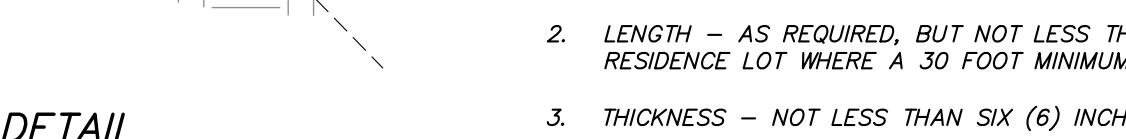
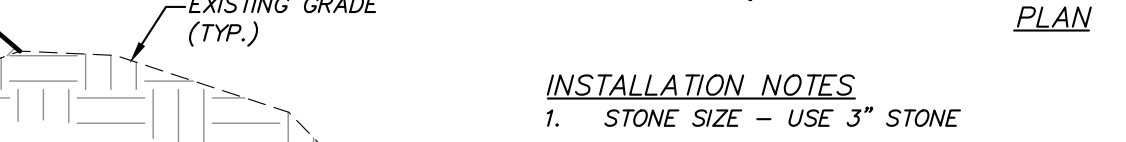
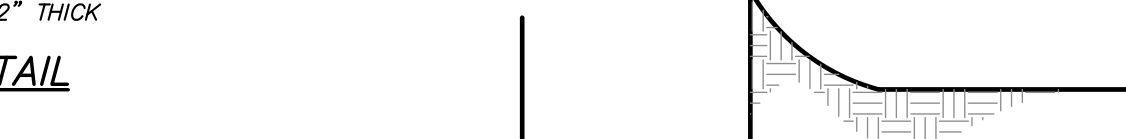
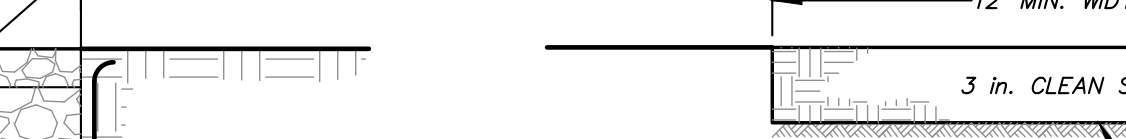
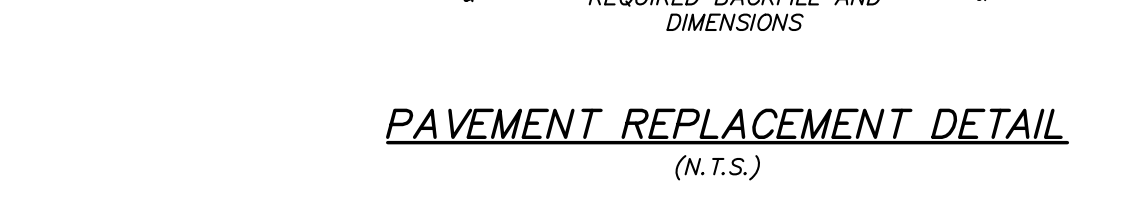
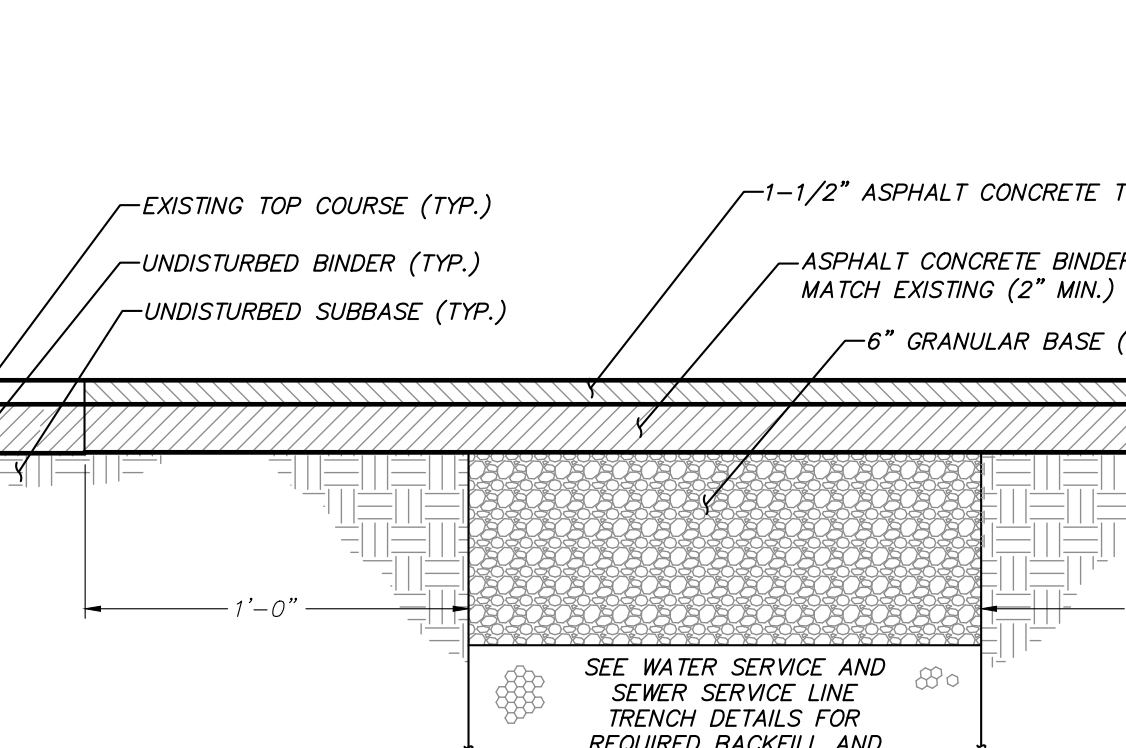
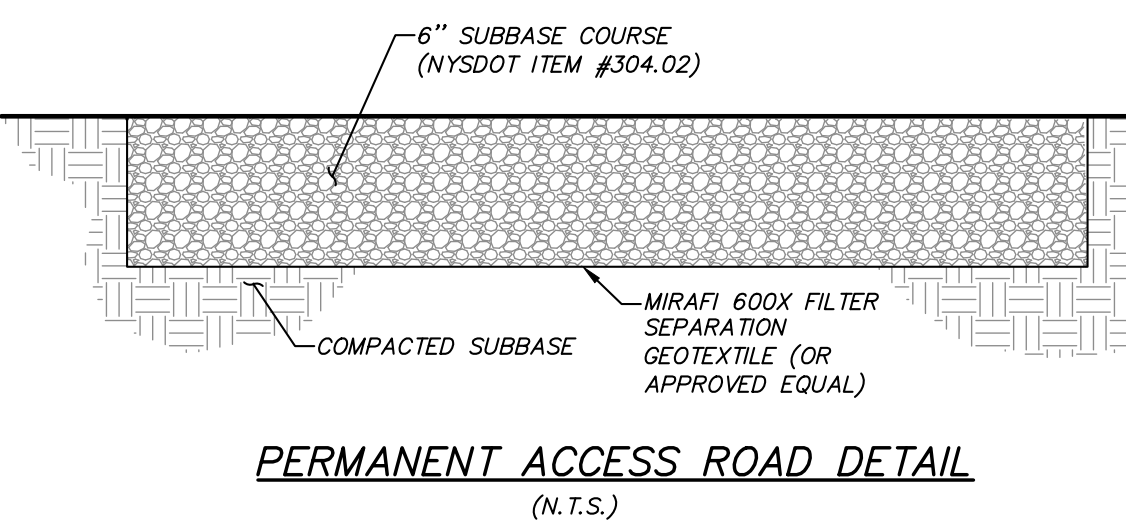
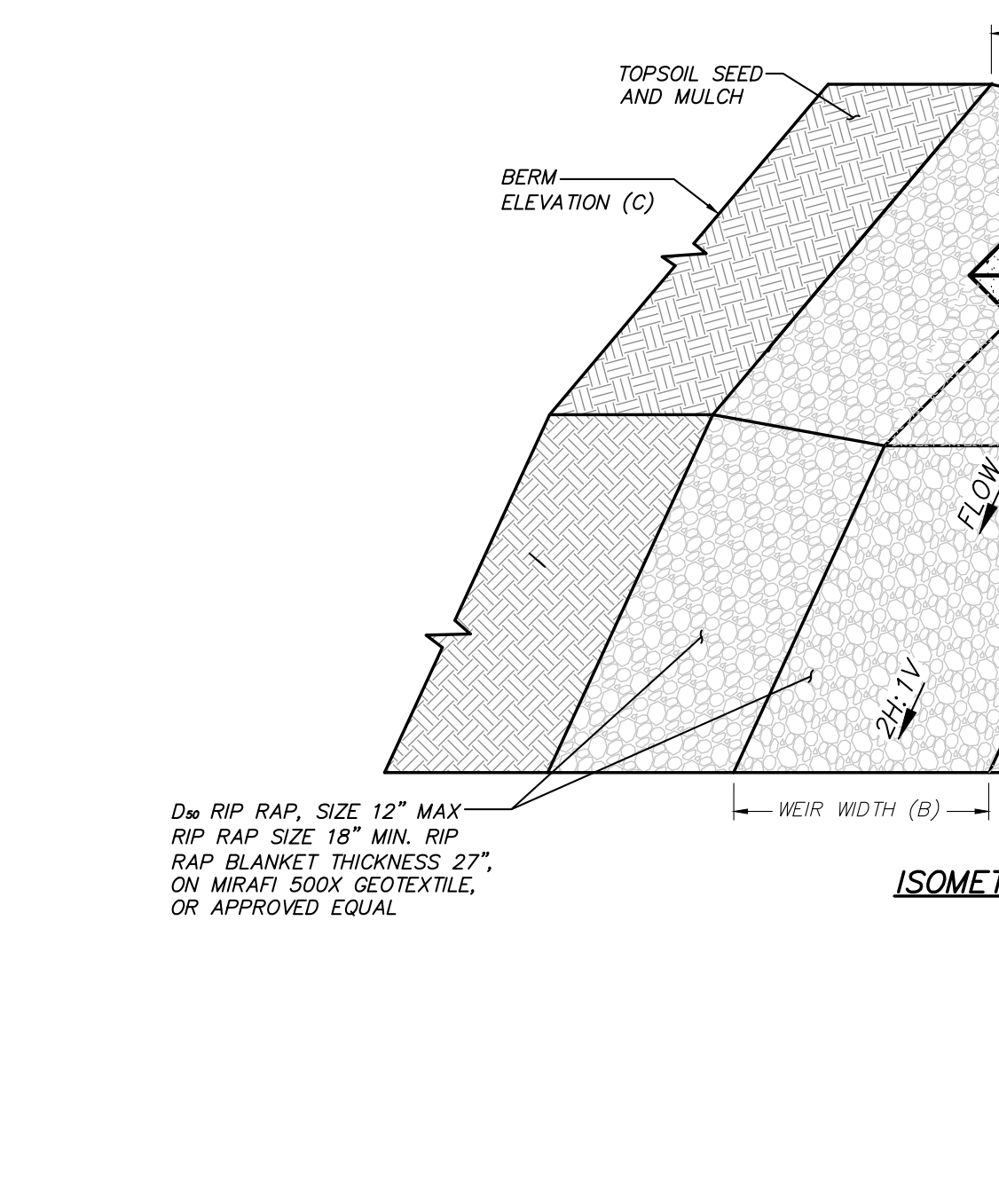
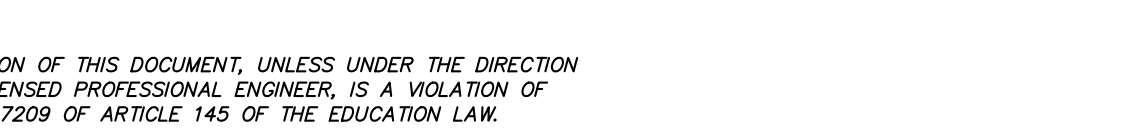
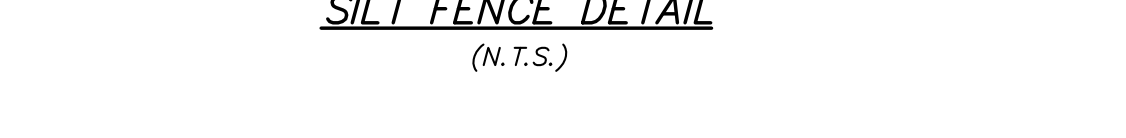
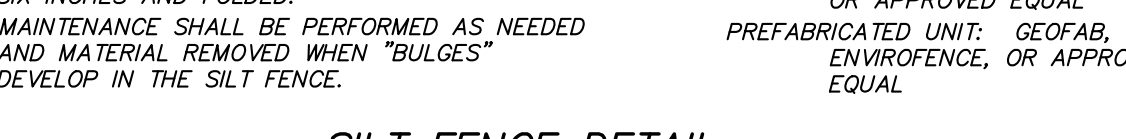
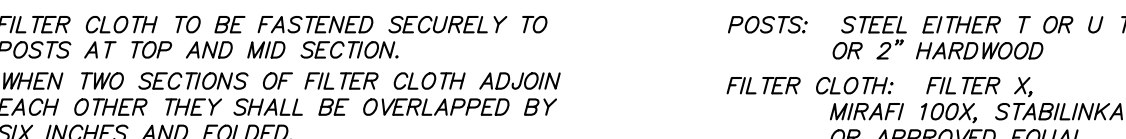
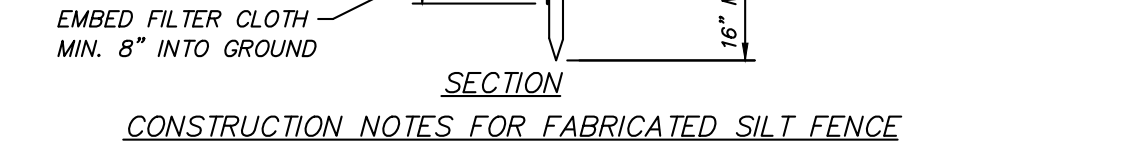
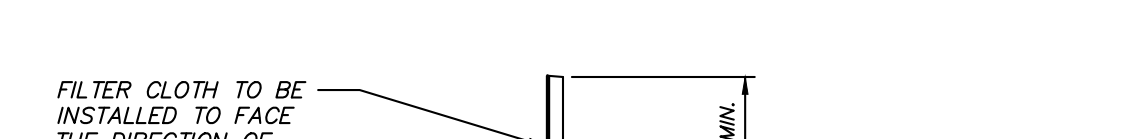
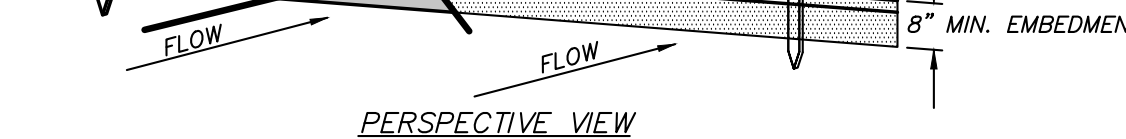
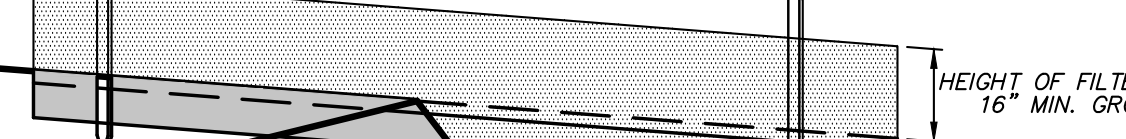
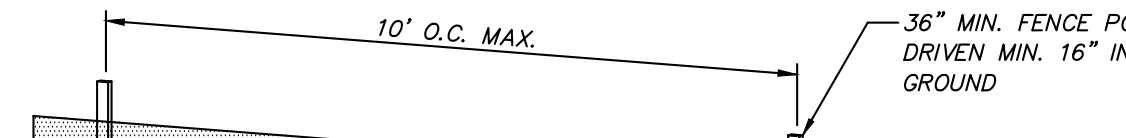
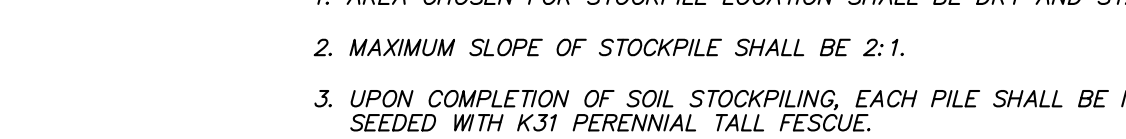
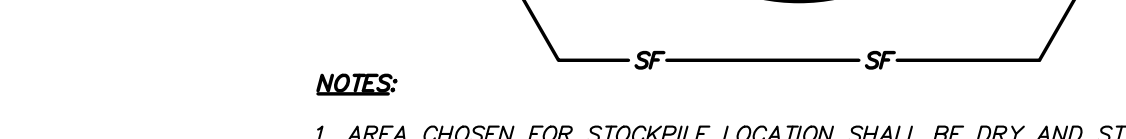
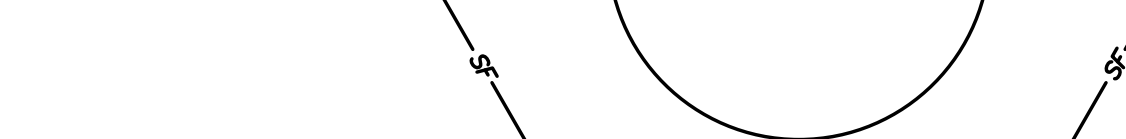
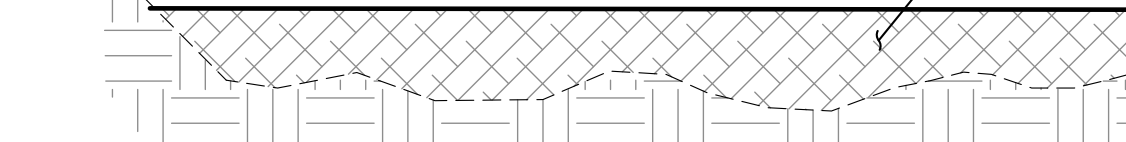
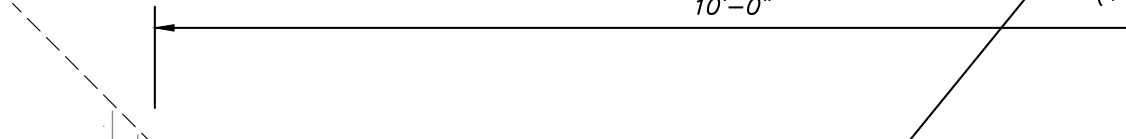
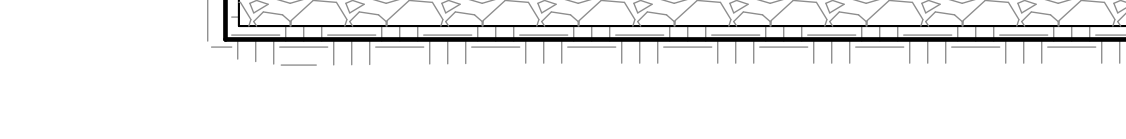
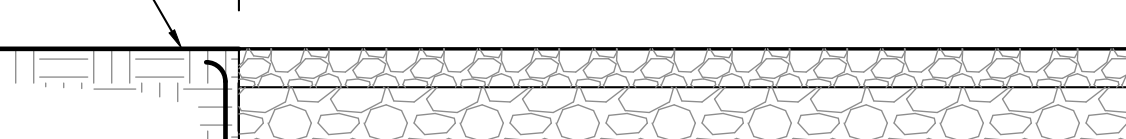
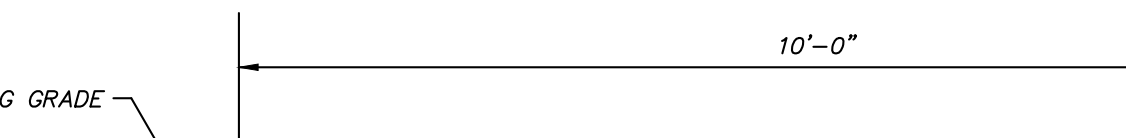
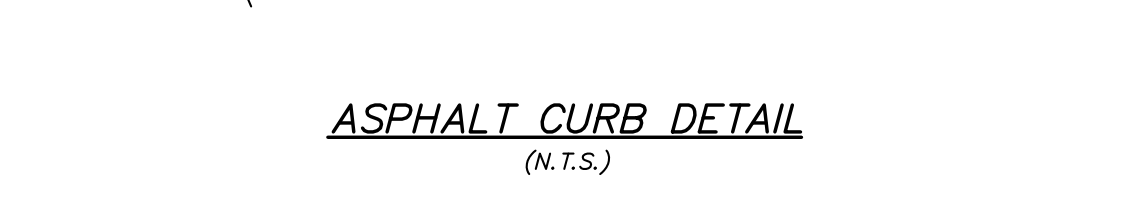
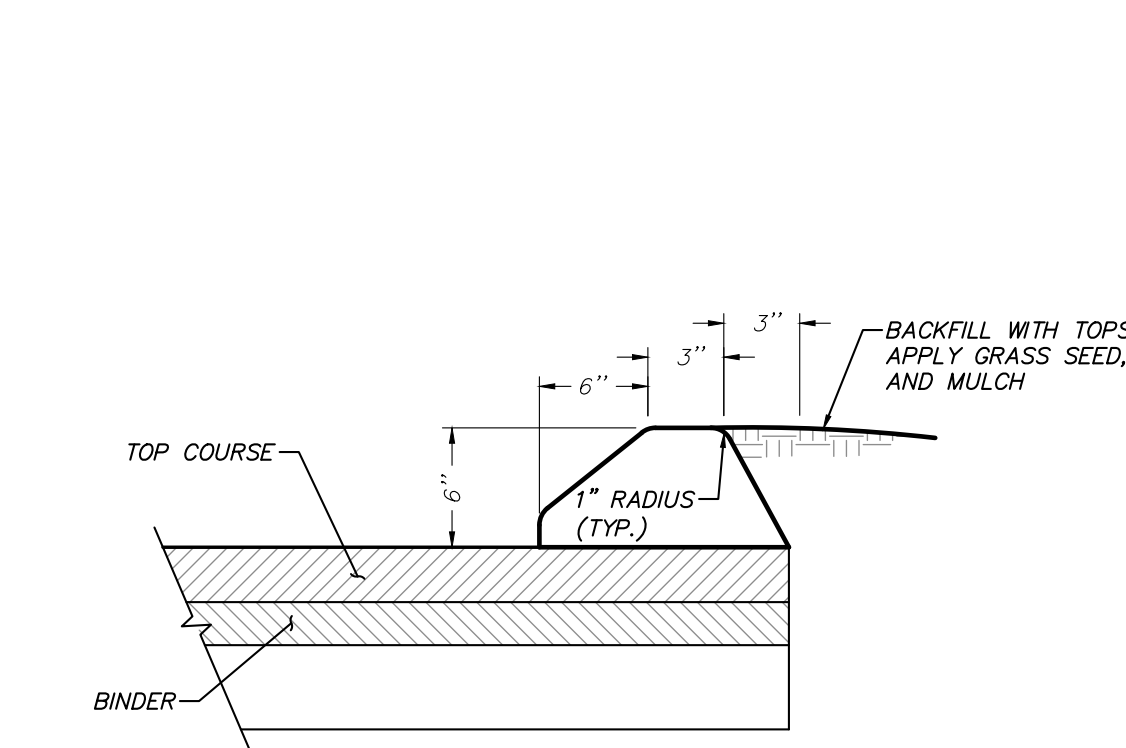
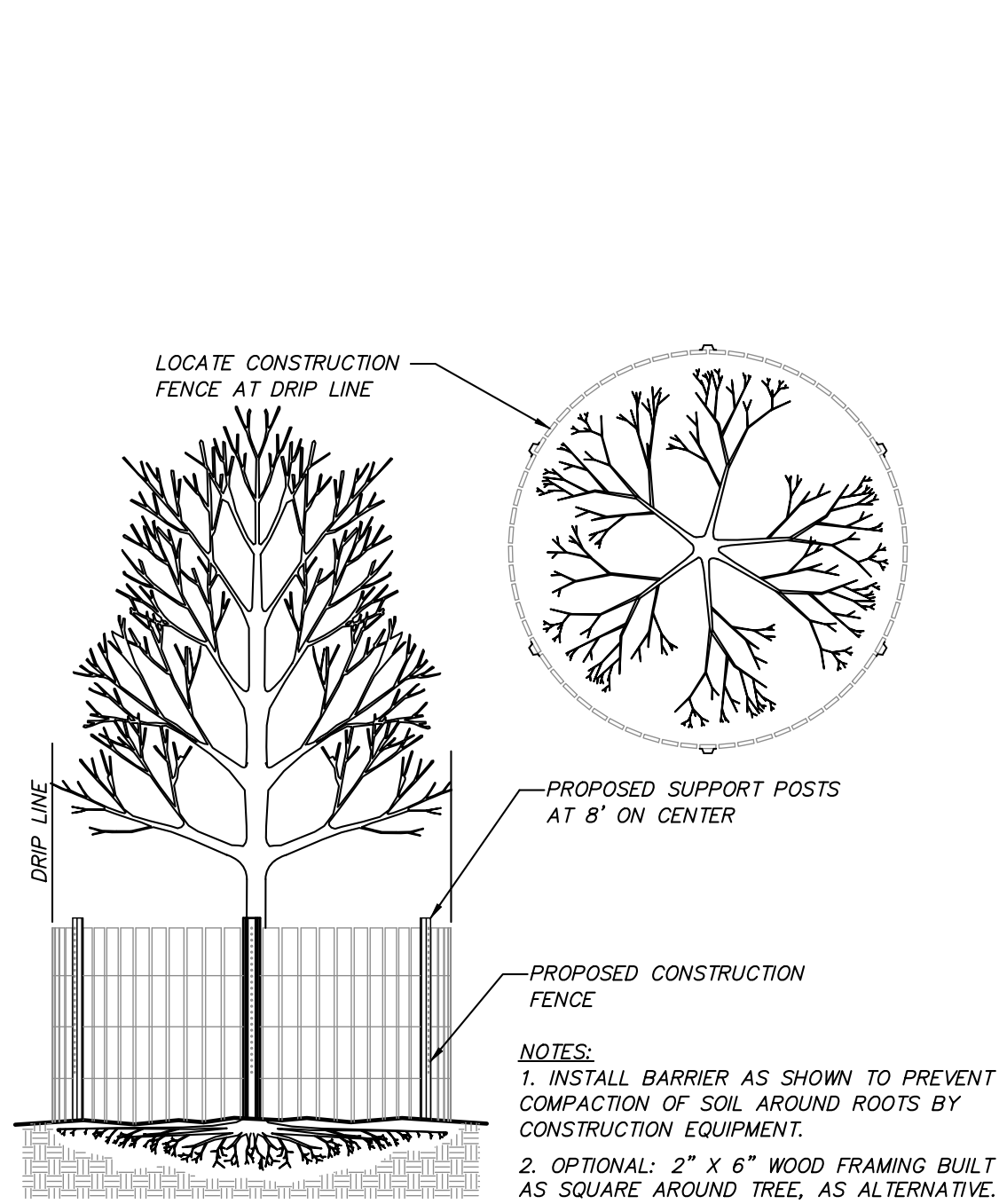
NO.	DATE	REVISION	BY
5	5-17-24	REVISED FOR NYSDP & NYSDEC SUBMISSION	JMM
4	9-20-23	REVISED FOR EDWIC SUBMISSION	EJP
3	8-16-23	REVISED FOR NYSDP SUBMISSION	CMS
2	8-7-23	REVISED FOR NYSDP SUBMISSION	CMS
1	7-27-23	REVISED STORMWATER CONVEYANCE SYSTEM	EJP

INSITE
ENGINEERING, SURVEYING &
LANDSCAPE ARCHITECTURE, P.C.

PROJECT:
KENT-MB-1000
STORMWATER RETROFIT
NYS ROUTE 311, TOWN OF KENT, PUTNAM COUNTY, NEW YORK

DRAWING:
ENLARGED SITE PLAN

PROJECT NUMBER	20152.100	PROJECT MANAGER	Z.M.P.	DRAWING NO.	SHEET
DATE	11-14-22	DRAWN BY	J.L.P.	SP-3	5
SCALE	1" = 40'	CHECKED BY	E.J.P.		6



APPENDIX II

Professional Service Agreement with Insurance Requirements

AGREEMENT FOR PROFESSIONAL SERVICES

(Engineering Services)

Contract No.: _____

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement"), is made as of the ____ day of _____, 2025 by and between the **East of Hudson Watershed Corporation**, a not-for-profit local development corporation with its offices at 2 Route 164, Suite 2, Patterson, New York (the "EOHWC"), and _____, a _____ corporation organized under the laws of the State of New York, with its offices at the address specified on the execution page of this Agreement (hereinafter referred to as the "Engineer");

WITNESSETH:

WHEREAS, pursuant to a request for proposals referred to in Exhibit B attached hereto (the "RFP") and as authorized by the Executive Committee of the Board of Directors (the "Executive Committee") on the date set forth at Exhibit A attached hereto, the EOHWC has determined to enter into this Agreement providing for services of the Engineer for the purposes set forth herein;

NOW THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. SCOPE OF SERVICES

- a. The Engineer shall render the professional services ("Services") described in the RFP and at **Exhibit B** (hereinafter referred to collectively as the "Scope of Services").
- b. During the term of this Agreement, the Engineer shall perform such additional services as Engineer as may be requested in writing by the EOHWC, at the hourly rates and actual expenses specified in **Exhibit A** (such additional services being referred to herein as "Additional Services"). Prior to undertaking any such Additional Services the Engineer shall propose a budget and schedule for in a written change order to be approved by the Executive Committee prior to commencing work. No work shall be considered Additional Services unless specifically agreed to in a written change order signed by the Engineer and approved by the Executive Committee.

Section 2. ENGINEER QUALIFICATIONS; REPRESENTATIONS; NO CONFLICTS

- a. The Engineer represents and covenants that (i) it is an engineering firm meeting the qualifications set forth in the RFP; (ii) it is experienced in performing work of the types contemplated by the Scope of Services; (iii) the Engineer has reviewed and is familiar with the EOHWC's current Stormwater Retrofit Project Design Manual and the terms and conditions of the Funding Agreement described herein; (iv) at all times during the term of this Agreement the persons assigned to perform Services have and will have the experience, knowledge, and licenses necessary to perform the Services described herein; (v) the Engineer is fully qualified to perform the Scope of Services, with capability to perform the Scope of Services and timely deliver a work product as required by this Agreement, (vi) the Engineer will procure and maintain all licenses and permits necessary to perform the work described in this Agreement, and (vii) the Engineer will comply with the provisions of the Labor Law and

all State laws and Federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement.

b. Unless otherwise authorized in writing in advance by the EOHWC, the persons primarily responsible for performing work under this Agreement, including any subcontractors, shall be as set forth at **Exhibit A**. Any subcontractors shall be bound by the provisions of this Agreement and such subcontractors and the form of any subcontract shall be subject to prior review and approval by the EOHWC in its discretion, as further provided in Section 14 hereof.

c. The Engineer represents and warrants that (i) the Engineer has all requisite power and authority to execute, deliver and perform this Agreement; (ii) this Agreement has been duly authorized by all necessary action on the part of the Engineer and has been duly executed and delivered by the Engineer and, assuming due execution and delivery by the EOHWC, constitutes a legal, valid, binding and enforceable obligation of the Engineer; and (iii) the execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under the organization documents, or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which the Engineer is bound, or to the knowledge of the Engineer, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Engineer or any of its activities or properties.

d. The Engineer represents and warrants that it has not entered into any agreement for services with any other party with respect to any activities within or relating to the Scope of Services under this Agreement, other than such subcontracts as are specifically set forth at **Exhibit A**. The Engineer shall accept no other compensation, directly or indirectly, from any party, other than the EOHWC, for any services connected with the work described in the Scope of Services. The Engineer represents that it has read the Code of Ethics of EOHWC and will comply with its provisions, as it may be amended and in effect from time to time.

e. The Engineer represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent on or resulting from the award or making of this Agreement. The Engineer further represents and warrants that neither it nor any of its directors, officers, members, partners, associates or employees, has any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services. In the event of breach of this provision the EOHWC shall have the option to annul this Agreement without liability or deduct from the Agreement consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage fee, gift or other consideration. Such remedies shall be in addition to and not in limitation of any other remedies available at law or in equity.

Section 3. TERM AND COMPLETION SCHEDULE The Scope of Services shall commence upon the delivery by the EOHWC to Engineer of a notice to commence work under this Agreement (the "Commencement Date") and shall be completed within the term set forth at **Exhibit C** except as extended by the EOHWC in writing. Any extension granted shall be for work and payment purposes only and shall not result in any additional fees or expenses other than those agreed to herein. The Engineer acknowledges the importance to EOHWC that the work be completed in accordance with

the project schedule and agrees to put forth every reasonable effort in performing the Scope of Services with due diligence in a manner consistent with that schedule.

Section 4. REPORTS; RIGHT TO INSPECT The Engineer shall report to the EOHWC as specified at **Exhibit A** and **Exhibit B**. The EOHWC staff and its duly authorized representatives shall have the right at all times to inspect and receive copies of the work of the Engineer without additional charge. At the request of EOHWC, plans, reports and other documentation shall be submitted in electronic format on a disc.

Section 5. DELIVERABLES The EOHWC staff will provide EOHWC deliverables, if any, as specified in **Exhibit A**. In the event that such deliverables are not provided by the date set forth at **Exhibit B**, the Engineer may request an extension on the term of this Agreement.

Section 6. FEES AND EXPENSES

a. As compensation for the Services performed pursuant to this Agreement, including all expenses, the EOHWC shall pay the Engineer its fees and expenses as set forth at **Exhibit A**, not to exceed the maximum amount set forth at **Exhibit A** ("Fees and Expenses").

b. The expenses provided for herein shall be limited to the expenses actually and reasonably incurred in connection with the performance of the Scope of Services, of the types listed at **Exhibit A**. Unless otherwise approved in advance by the EOHWC, the EOHWC shall not pay for the following: (1) secretarial or word processing time (normal, temporary or overtime); (2) travel, unless expressly authorized in writing in Exhibit A, (3) meal charges, except for actual and reasonable expenses which are required for business purposes, such as expenses incurred while hosting working group meetings; or (4) time spent in preparing bills.

Any reimbursement for travel, meals and lodging shall be made at the actual cost paid, but such reimbursement shall not exceed the prevailing maximum rates established by the New York State Comptroller or, if less, the rates generally established by the EOHWC's policy for its own officials and staff. Any travel must be approved in advance by the EOHWC. Disbursements and expenses shall be itemized by category. Unless otherwise agreed, expenses shall be billed at the same time as the services to which they relate.

Upon request, the Engineer shall provide the EOHWC with detailed documentation substantiating all reimbursable expenses and disbursements. This documentation shall be maintained by the Engineer(s) for a period of six years after the completion of the matter. During that period, the EOHWC shall have the right to audit the Engineer's charges.

Section 7. ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST If requested by EOHWC in accordance with **Exhibit A** and **Exhibit B**, the Engineer shall prepare an engineer's opinion of probable construction cost (the "EOPCC") for various project requirements. In requesting an EOPCC, EOHWC understands that the Engineer has no control over the actual cost or availability of labor, equipment or materials, or over market conditions or a contractor's method of pricing, and that the EOPCC is made based on the engineer's professional judgment, experience and knowledge of the work to be constructed.

Section 8. PAYMENT

a. Work within the Scope of Services shall be billed monthly in accordance with the fees and expenses attached hereto at **Exhibit A** unless otherwise agreed in writing by the EOHWC. Upon request, the Engineer shall provide monthly statements with respect to accrued fees and disbursements for any matters subject to a periodic retainer or cap.

b. For any Additional Services agreed by the EOHWC and the Engineer to be outside the Scope of Services, the EOHWC shall pay for services rendered in accordance with the schedule of hourly rates attached hereto at **Exhibit A**. Prior to undertaking any such Additional Services, the Engineer shall inform the EOHWC that such services will be billed as Additional Services, shall provide an estimate of the total fees and expenses to be charged for such Additional Services, and shall obtain the EOHWC's written authorization of a change order prior to commencing such work. For such other services, the Engineer shall submit invoices monthly.

c. All statements shall provide (a) the name and position of each individual whose time is billed; (b) the billing rate for each individual; (c) the number of hours expended on behalf of the EOHWC on any day that the individual performed services for the EOHWC; (d) a brief description of the task(s) performed each day for which time is billed; and (e) the total number of hours billed for services rendered to the EOHWC by each individual during the billing period. Copies of detailed documentation substantiating all reimbursable expenses over \$25 shall be provided to the EOHWC. Reimbursable expenses shall be itemized by category. Unless otherwise agreed, any authorized expenses shall be billed at the same time as the services to which they relate. Invoices shall be submitted to the EOHWC at the address set forth above, to the attention of the Controller. The Engineer shall maintain separate billing records with respect to each matter undertaken by the Engineer. At the EOHWC's request, the Engineer shall submit invoices on forms provided by the EOHWC.

d. A five percent (5%) retainage will be withheld by EOHWC from each invoice paid. The retainage will be released to the Engineer upon final acceptance of the work by EOHWC with payment of the final invoice. The acceptance by the Engineer of final payment under this Agreement shall operate as and be a release to the EOHWC from all claims and liability to the Engineer, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the Engineer under or in connection with this Agreement or for any part thereof.

Section 9. OWNERSHIP OF DOCUMENTS All documents, reports, opinions, plans, source code, system documentation, and other materials prepared for or relating to the Services provided hereunder shall be at all times the sole and exclusive property of the EOHWC, and shall be treated as confidential by the Engineer except as expressly authorized by the EOHWC. All work product created in connection with this Agreement, including working papers, data, maps, drafts, and other information in whatever form shall at all times be and remain the property of the EOHWC. Such documents are not intended or represented to be suitable for modification or adaptation by the EOHWC or others on any other project. Any such modification or adaptation without written verification by Engineer, as appropriate for the specific purpose intended, will be at EOHWC's sole risk.

Section 10. INDEPENDENT STATUS; TAXES

- a. The Engineer and its employees, agents, contractors, subcontractors and/or engineers, are independent contractors and not employees of the EOHWC. In accordance with their status as independent contractors, the Engineer covenants and agrees that neither the Engineer nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the EOHWC.
- b. Nothing in this agreement shall impose any liability or duty on the EOHWC for the acts, omissions, liabilities or obligations of the Engineer, or any person, firm, company, agency, association, expert, engineer, independent contractor, specialist, trainee, employee, servant, or agent of the Engineer for the payment of taxes of any nature including but not limited to sales tax, unemployment insurance, worker's compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.
- c. As a condition precedent to any payment by EOHWC hereunder, the Engineer shall submit to EOHWC a Form W-9 with the Engineer's correct taxpayer identification number.

Section 11. INSURANCE

- a. The Engineer shall at all times maintain in force during the term of this Agreement, and shall provide evidence satisfactory to EOHWC, of the policies of insurance set forth in **Exhibit D**.
- b. Any policy required to be maintained under this section shall be from a company rated at least A-/VII by Best's Rating Service and properly licensed in the State of New York, and shall provide that the policy shall not be canceled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the EOHWC.
- c. Prior to the effective date of this Agreement, and as a condition precedent to this Agreement, the Engineer shall furnish the EOHWC with certificates of insurance listing the EOHWC as a certificate holder and, except for worker's compensation, additional insured, and upon demand, shall provide such policies to the EOHWC. At least thirty (30) days prior to expiration of any policy required by this Agreement, the Engineer shall furnish the EOHWC evidence satisfactory to the EOHWC of the continuation of such coverage in accordance with this Agreement.
- d. To the extent required pursuant to an applicable Installation Agreement, the Host Municipality and/or, if applicable, other property owner ("Property Owner"), shall be listed as certificate holder and, on policies other than worker's compensation, additional insured. The Engineer shall further comply with the requirements of **Exhibit E** required by the Funding Agreement with New York City.
- e. This contract shall be void and of no force and effect unless the Engineer shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

Section 12. INDEMNIFICATION The Engineer shall defend and indemnify the EOHWC, the Host Municipality and/or Property Owner (to the extent required pursuant to the applicable

Installation Agreement defined herein), The City of New York (to the extent required pursuant to the Funding Agreement defined herein), and Granting Agency defined herein, and their respective directors, officers, employees and agents (the "Indemnified Parties"), and save the Indemnified Parties harmless from any liability, damage, claims, demands, costs or loss arising directly and indirectly out of the Engineer's or its officers', employees', agents', contractors', subcontractors' or engineers' respective negligent acts or omissions pursuant to this Agreement, including without limitation negligent performance of Services under this Agreement, and such indemnity may not be limited by reason or enumeration of any insurance coverage required. Negligent performance of services, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon Engineer's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

Section 13. RIGHT TO AUDIT AND RECORDS

- a. The Engineer shall maintain accurate and complete records detailing the back-up documentation required by this Agreement, and shall maintain such documents for a period of six years from document generation and shall allow the EOHWC access thereto for inspection and photocopying at all reasonable times.
- b. All receipts and disbursements are subject to audit by the EOHWC, and the Engineer agrees to cooperate with any audit of this Agreement undertaken by the EOHWC or any entity with jurisdiction to audit the EOHWC.

Section 14. SUBCONTRACTORS The Engineer shall not employ subcontractors to perform the Scope of Services, without the express consent of the EOHWC. EOHWC reserves the right to approve all subcontractors in its discretion. The Engineer will notify the EOHWC of the name, address, scope of services, and schedule of a subcontractor it intends retaining, the portion of the work which it is to do and/or the material which it is to furnish, and any other information requested by EOHWC. EOHWC will use the requested information to verify that the subcontractor is reputable, reliable, and able to perform the work required in this Agreement. Subcontractors shall be subject to the terms and conditions of this Agreement. By use of a subcontractor, the Engineer shall not be released from any liability or obligation assigned from executing this Agreement. The Engineer shall be held wholly responsible for subcontractor's performance, and shall be responsible to remedy any deficiencies in the subcontractor's work or performance.

Section 15. COMPLIANCE WITH LAW The Engineer shall comply with all Federal, State and local laws, rules and regulations applicable to performing the Services herein.

Section 16. DEFAULTS AND REMEDIES

- a. If either party defaults in the observance or performance of any material term of this Agreement, and such default continues for more than thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party, such non-defaulting party may take any action available at law or in equity to enforce the terms of this Agreement, and may suspend work or terminate this Agreement upon thirty (30) days written notice to the defaulting party. If the default is not capable of being cured within thirty (30) days and the defaulting party has commenced cure within thirty (30) days and is diligently pursuing efforts to cure, such thirty (30) day period shall be extended for a reasonable period of time.

b. If either party is required to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs. No remedy herein conferred upon or reserved to the EOHWC is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

c. No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

Section 17. EARLY TERMINATION EOHWC shall have the right to postpone, suspend, abandon or terminate this Agreement with or without cause, and such action shall in no event be deemed a breach of contract. Upon termination by EOHWC without cause under this section, the Engineer shall be entitled to compensation for acceptable completed Services performed through the date of postponement, suspension, abandonment or termination, such Services to be verified by audit. In the event that this Agreement is terminated by the EOHWC for any reason, then within ten (10) days after such termination, the Engineer shall make available to the EOHWC all records, documents and data pertaining to the Services rendered under this Agreement.

Section 18. STOP WORK If construction phase services ("CPS"), including construction observation, are requested of Engineer by EOHWC, the Engineer has no authority to stop work during construction, unless otherwise authorized in writing by EOHWC, provided that the Engineer may issue a stop work order to the contractor on behalf of EOHWC if 1) the Engineer observes a condition that compromises worker safety and/or 2) the Engineer observes a condition that presents immediate risk to immediately-adjacent structures or infrastructures. If the Engineer is authorized and issues a stop work order in accordance with this Agreement, the Engineer shall immediately notify the EOHWC Director of Engineering by telephone, and the Engineer shall fully document the condition causing the stop work order to be issued and provide documentation to EOHWC within 24 hours of the stop work order and the reason therefor. Such documentation shall include, but not be limited to field notes, sketches and photographs, and shall include names of individuals involved, company names, time, and date.

Section 19. NO MECHANIC'S LIEN The Engineer shall not permit or suffer any mechanic's lien filed by any subcontractor, employee, or material vendor of the Engineer to remain upon the premises of EOHWC or any EOHWC member municipality, provided such lien arises from the execution of work under this Agreement. Upon final payment due under this Agreement, the Engineer agrees, for himself and his subcontractors, that the Engineer will issue to EOHWC such certificate or certificates to the effect that no mechanic's lien or claims of the Engineer or its subcontractors have arisen or are outstanding with respect to this Agreement and that there is, to the best of the Engineer's knowledge, no basis for any future liens to be filed, but that if any such liens or claims are filed, the Engineer shall defend and hold EOHWC harmless against such liens.

Section 20. Procurement and Sourcing Solutions Portal ("PASSPort")

a. The Engineer hereby certifies that it and all subcontractors retained or to be retained by it under

this Agreement have enrolled in the New York City PASSPort system and have completed the applicable vendor and principal questionnaires as required therein.

b. If during the term of this Agreement, the Engineer's completed PASSPort questionnaires are more than 2½ years old, the Engineer shall update the questionnaires online prior to the expiration of three years from the initial questionnaire completion or last update. If there have been no changes in information requiring an update, the Engineer shall, if required, certify no change online prior to the expiration of three years from the initial questionnaire completion or last update.

c. The Engineer shall promptly submit to EOHWC upon request documentation of compliance with New York City's PASSPort system, including documentation of the submission of completed questionnaires and updates within the last 2½ years.

Section 21. NOTICES Unless otherwise specified, all notices required or permitted for herein shall be in writing and sent by certified mail, postage prepaid, or by hand, by overnight courier, or by telecopy confirmed by any of the previous methods, addressed to the parties as indicated below or to such addresses as they may designate in writing from time to time:

To the Engineer: At the address specified on the execution page of this Agreement.

To the EOHWC: At the address specified at the beginning of this Agreement,
Attention: Director of Engineering

With a copy to:

Rodenhausen Chale & Polidoro LLP
55 Chestnut Street
Rhinebeck, NY 12572

Section 22. FUNDING AGREEMENT; GRANT AGREEMENTS

a. To the extent all or a portion of the fees and expenses payable under this Agreement are to be funded from moneys received by EOHWC directly or indirectly pursuant to a Funding Agreement with NYC Department of Environmental Protection ("Funding Agreement"), this agreement shall be subject to the supplemental provisions set forth at **Exhibit E**.

b. To the extent that Exhibit A as it may be amended from time to time provides that all or a portion of the fees and expenses payable under this Agreement are to be funded from moneys received by EOHWC directly or indirectly pursuant to a grant agreement with a local, state or federal agency or authority ("Granting Agency"), this agreement shall be subject to the supplemental provisions set forth in such agreement.

Section 23. STANDARD CLAUSES. This Agreement is subject to the terms attached hereto as **Exhibit F** and incorporated herein by reference. In the event of any conflict between this Agreement, the Standard Clauses, and the Funding Agreement, the documents shall control on the following order: (i) Funding Agreement; (ii) Standard Clauses; and (iii) this Agreement.

Section 24. MISCELLANEOUS

a. **SEVERABILITY** In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such

- illegal or invalid provision had not been contained therein.
- b. AGREEMENT IS A LEGALLY BINDING CONTRACT Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.
 - c. NO THIRD PARTY BENEFICIARY Nothing in this agreement shall act to confer third party beneficiary rights on any person or entity not a party to this Agreement, except as expressly provided in Section 11 as to Indemnity and 12 as to Insurance.
 - d. NO RECOURSE All covenants, stipulations, promises, agreements and obligations of the EOHWC contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the EOHWC, and not of any member, director, officer, employee or agent of the EOHWC in his individual capacity, and no recourse shall be had for the payment of any claim based under this Agreement against any member, director, officer, employee or agent of the EOHWC.
 - e. COUNTERPARTS This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
 - f. PUBLIC WORKS CONTRACTS A portion of the funds for the work is or may be provided pursuant to the Funding Agreement or other public entity sources. Even if a project is located on private property, for purposes of this section such property may be treated as if it were public property.
 - g. ENTIRE AGREEMENT; GOVERNING LAW AND JURISDICTION; AMENDMENT
This Agreement contains the entire understanding between the parties with respect to the subject matter herein and supersedes any prior agreements or understandings, either oral or written. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The parties agree that any dispute or controversy arising out of this Agreement shall be venued in the jurisdiction of the EOHWC's headquarters. This Agreement may be amended only upon mutual written agreement signed by both parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the EOHWC has caused this Agreement to be signed by its duly authorized officer, and the Engineer has caused this Agreement to be signed by its duly authorized officer, as of the day and year first above written.

EAST OF HUDSON WATERSHED CORPORATION,
as **EOHWC**

By:
Its: President

By: _____
Print Name:
Title:

ENGINEER Address:

Email: _____
Phone:

This Agreement consists of the Agreement together with the following Exhibits:

EXHIBIT A FEES AND EXPENSES
EXHIBIT B SCOPE OF SERVICES
EXHIBIT C TERM AND COMPLETION DEADLINES
EXHIBIT D INSURANCE REQUIREMENTS
EXHIBIT E SUPPLEMENTAL PROVISIONS REQUIRED BY FUNDING AGREEMENT
EXHIBIT F: STANDARD CLAUSES

EXHIBIT A

FEES AND EXPENSES

PURPOSE: Engineering Services; CONTRACT NO.: _____

I. Fees and Expenses for Scope of Services --See attached "Form B" as provided within the RFP response.

All such lump sum fees shall include all expenses in connection with the Services, including without limitation site transportation, analysis, results, data validation reports, expenses (telephone, meals, travel, computer time, fax costs, postage, Federal Express or other delivery service, overhead, profit, reproducing), and administrative costs.

II. Additional Services: All Additional Services require the advance written approval of the EOHWC Executive Committee by change order. Fees and expenses for approved Additional Services shall be as specified in the change order, not exceeding the rates specified for the Scope of Services. Services performed without such authorization are at the Engineer's risk and under no circumstances shall the EOHWC be obligated for payment.

Project Manager and Key Professional Staff: EOHWC reserves the right to terminate this Agreement should certain personnel specifically named in the Engineer's proposal cease to be employed by the Engineer and assigned to the Projects, unless the EOHWC has determined in its discretion that alternate Project personnel are acceptable.

Project Manager: _____

Key Professional Staff: _____

Subcontractor(s), If Any, to Perform Services: _____

*Attach FORM B

EXHIBIT B

SCOPE OF SERVICES

PURPOSE: Engineering Services; CONTRACT NO.: _____

The Consultant will provide the following services for the Project or Projects indicated below based on the criteria described in the EOHWC Stormwater Retrofit Project Design Manual (“SRPDM”), most recent edition:

SRP Construction Administration, including any required Change Orders

SRP Record Documents

Additional Services to the extent authorized as provided herein.

SRP engineering services will be consistent with the requirements of the EOHWC Stormwater Retrofit Project Design Manual (SRPDM). SRP design will be expected to take into account the requirements of the Policy for the EOHWC’s Operation and Maintenance of Stormwater Retrofit Practices and the EOHWC’s SRP Operations and Maintenance Manual (OMM) available on the EOHWC’s website, in order to assist the EOHWC in the achieving a cost-effective balance of installation and maintenance costs.

Project Number	Host Municipality (Town or Village)	Other Site Owner if applicable (e.g. School District, Private Owner, DEP, Metro North)

Refer to the preliminary project description set forth at APPENDIX I to the RFP and attached hereto for additional Project specific design requirements.

The list of Projects included within the Scope of Services may be amended from time to time by addenda approved by the Executive Committee and executed by the President or Vice President on behalf of the EOHWC and by the Consultant by their duly authorized officer.

For purposes of this Agreement the owner of a project may be a Town, Village or County or other public body (“Host Municipality”), a school district (“School District”), or a private entity (“Private Owner”), as preliminarily identified in the Year 6 through 10 Stormwater Retrofit Report. EOHWC has or expects to enter into an installation agreement and/or easement and/or access agreement providing for access to and conditions to construction of the SRP. The Scope of Services includes the preparation of exhibits to such agreements.

The Engineer expressly acknowledges that EOHWC’s funding sources for the project or projects contemplated by this Agreement are expected to be funded in whole or in part under the Funding Agreement and/or such other grants as may be set forth in the RFP or herein, and that the Engineer will take into account in preparation of the documents to be developed under this Agreement all conditions, exhibits, approvals, regulations, permits and other provisions required by the Funding Agreement and such grant agreements.

[ATTACH APPENDIX I]

EXHIBIT C

TERM AND COMPLETION DEADLINES

PURPOSE: Engineering Services; **CONTRACT NO.:** _____

Commencement Date: Specified in a Notice to Proceed

Term: One year from Commencement Date, with the option for up to two one-year renewal(s) at EOHWC's sole discretion.

Completion Date and Deadlines for Deliverables: Specified in a schedule approved by EOHWC.

The Services shall be performed in two phases, of which the first phase shall be the initial project evaluation as defined in the EOHWC "Stormwater Retrofit Project Design Manual," available for review at www.EOHWC.org. The initial project evaluation shall include the estimated Phosphorus reduction from the stormwater retrofit project, the cost of the project, including both engineering and construction services, and a calculation of the cost per kilogram of Phosphorus reduction. Upon completion of the initial project evaluation, the Engineer shall provide same to EOHWC and stop work.

The Engineer is not authorized to proceed with work beyond the initial project evaluation without the express written approval of the EOHWC President or, where permitted by the EOHWC Fiscal Policy, the Director of Engineering.

Engineer shall inspect the stormwater retrofit project within one (1) year of the completion of construction to determine if EOHWC may release the contractor's maintenance bond. The term of the contract may be extended at EOHWC's option solely to permit the completion of this inspection, as part of the lump sum fee unless otherwise specifically provided specified at Exhibit A.

EXHIBIT D
INSURANCE REQUIREMENTS

Worker's Compensation Statutory per New York State law without regard to jurisdiction submitted on a C-105.2 or U-26.3 form.

Employer's Liability New York State Statutory

Commercial General Liability CG 00 01 (ed. 10/02) or equivalent
Combined Single Limit - Bodily Injury and Property Damage
\$2,000,000 per occurrence
\$2,000,000 products/completed operations aggregate
\$4,000,000 general aggregate
\$25,000 maximum deductible

Automobile Liability: CA 00 01 (ed. 6/92) or equivalent.
Combined Single Limit - Bodily Injury and Property Damage
\$500,000 each occurrence
The following coverage must be provided:
Comprehensive Form, Owned, Hired, Non-Owned

Professional Errors and Omissions policy with a U.S. domiciled company, with extended reporting period or automatic coverage of not less than two years, providing limits of not less than:
\$1 Million per claim
\$1 Million aggregate
Deductible or self-insured retention not to exceed \$25,000 per claim.

Additional Insureds:
East of Hudson Watershed Corporation
Municipality stated at Exhibit B
Site Owner stated at Exhibit B, if any
The City of New York
And in each case their respective directors, officers, employees and agents.

Waiver of Subrogation: Policies of insurance provided pursuant to this Agreement, other than professional liability insurance and disability benefits insurance, shall include a waiver of the right of subrogation with respect to the Additional Insureds.

EXHIBIT E

SUPPLEMENTAL PROVISIONS REQUIRED BY FUNDING AGREEMENT

To the extent all or a portion of this Agreement or any subcontract thereof is to be funded from moneys received by EOHWC directly or indirectly pursuant to a Funding Agreement with NYC Department of Environmental Protection, this Agreement shall be subject to the following supplemental provisions.

1. Engineer shall perform all work in accordance with the terms of the applicable Funding Agreement, including without limitation Agreement between the New York City Department of Environmental Protection and East of Hudson Watershed Corporation, No. CRO-574, dated as of January 18, 2019, as it may be amended. A copy of the Funding Agreement can be found on the EOHWC.org website under Corporation Documents/Funding Agreements.
2. Engineer shall perform all acts to be performed under this Agreement in compliance with all applicable federal, State and local laws, rules, regulations and orders, including that all projects, facilities or other measures funded with Stormwater Retrofit Funds requiring review and approval by NYCDEP under the Watershed Regulations or required to be designed, constructed or implemented in accordance with standards set forth in the Watershed Regulations, be submitted for such review and approval and be designed, constructed, and implemented in accordance with the Watershed Regulations.
3. Contractors for construction exceeding Twenty Five Thousand Dollars (\$25,000) must provide a performance and completion bond in the full amount of the bid to secure the successful completion of all work, and a payment bond to insure that all materialmen and laborers are paid for work performed with FAD Retrofit Funds.
4. Engineers shall have liability insurance in sufficient amount and scope to protect the interests of New York City and the EOHWC, as provided in Exhibit D of the Agreement and the Funding Agreement.
5. Engineer agrees to indemnify The City of New York and assume liability for injuries as provided in Section 12 of this Agreement and Article 11 of the Funding Agreement.

6. Engineer shall comply with a budget, a scope of work, a progress schedule for completion of the work within specified milestones and payment schedule which is dependent upon completion of the work within the specified period of performance.
7. Engineer represents and warrants that no payment, gift or thing of monetary value was made, given or promised to any EOHWC officer, director, or employee to obtain the Contract or any other agreement with The City of New York or the EOHWC.
8. Nothing contained in this Agreement shall impair the rights of The City of New York under the Funding Agreement or the Watershed MOA.
9. EOHWC or The City of New York shall have the right from time to time to conduct random, unannounced inspections of the work performed under this Agreement to determine whether such work is being performed in accordance with the terms of the Agreement, except that, where work is being performed on private property, the EOHWC and The City of New York shall provide reasonable notice of such inspections or conduct them during normal business hours.
10. Nothing contained in this Agreement shall create any contractual relationship between the Engineer and The City of New York.
11. Engineer shall not engage in any unlawful discrimination in hiring employees under this Agreement.
12. Engineers performing public work within the meaning of Section 220 of the New York State Labor Law shall pay not less than the prevailing wage to laborers, workers and mechanics performing such public work and comply with all other applicable provisions of Section 220 of the Labor Law. Such Engineers shall maintain records evidencing their compliance with this Subsection.
13. All information provided by the Engineer in the RFP response and all information submitted via the VENDEX system is true and complete. Engineer will notify EOHWC in writing in the event of any determination by NYC DEP that it is not a responsible contractor.

EXHIBIT F

STANDARD CLAUSES

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the EOHWC (“Authority”), whether a consultant, contractor, licensor, licensee, lessor, lessee or any other party):

1. **NON-ASSIGNMENT CLAUSE.** This contract may not be assigned, and no part or portion may be subcontracted, by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign the contract without the Authority’s written consent are null and void.

2. **WORKERS’ COMPENSATION BENEFITS.** This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers’ Compensation Act endorsement must be included.

3. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work, or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors or any person acting on behalf of such contractor or subcontractor shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

4. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000, whereby the State or other contracting agency as defined in Section 312 is committed to expend, or does expend, funds in return for labor, services, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (b) a written agreement in excess of \$100,000 whereby a contracting agency is committed to expend, or does expend, funds for the acquisition, construction,

demolition, replacement, major repair, or renovation of real property and improvements thereon, or (c) a written agreement in excess of \$100,000 whereby the owner of a State-assisted housing project is committed to expend, or does expend, funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, and rates of pay or other forms of compensation.

(2) At the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status, and that agency, union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(3) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.

The Contractor shall include the provisions of (1), (2), and (3) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Contractor in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the state contract. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to this Agreement; or (ii) employment outside New York State. The Authority shall consider compliance by the Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Authority shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Authority shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

5. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Labor Department in accordance with the Labor Law. Compliance with this requirement is a condition precedent to payment of a Contractor or subcontractor. Additionally, if this is a public work contract covered

by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with subdivision 3-a of this Section 220 of the Labor Law shall be a condition precedent to payment by the Authority of any sums due and owing to any person for work done upon the project.

6. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with General Municipal Law Section 103-d, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority a non-collusive bidding certification on Contractor's behalf.

7. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of this contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Authority within five (5) business days of such conviction, determination or disposition of appeal.

8. **SET-OFF RIGHTS.** The Authority shall have rights of set-off. These rights shall include, but not be limited to, the Authority's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing by the Contractor to the Authority with regard to this contract, or any other contract with the Authority, including any contract for a term commencing prior to the term of this contract. This also includes amounts due and owing the Authority for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Authority and third parties in connection therewith.

9. **RECORD-KEEPING REQUIREMENT.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts or other evidence directly pertinent to performance under this contract (the "Records") for a period of six (6) years following final payment or to the termination of this contract, whichever is later, and any extensions thereto. The Authority and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such Records during the contract term, extensions thereof and said six (6) year period thereafter during normal business hours at an office of the Contractor within the State of New York, or if no such office is available, at a mutually agreeable and reasonable venue within the State, for the purposes of inspection, auditing and copying. "Termination of the contract", as used in this clause 9, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Authority shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Authority's Executive Director with a copy to its Records Access Officer, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Authority's right to discovery in any pending or future litigation.

10. **LIABILITY.** Contractor shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of Contractor, in connection with their services

under this contract. Further, it is expressly understood that Contractor shall indemnify and save harmless the Authority from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of Contractor under this contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided.

11. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal Supremacy clause requires otherwise.

12. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by General Municipal Law Section 106-b to the extent applicable.

13. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof: may not be submitted to binding arbitration (except with respect to construction contracts subject to General Business Law Article 35-E and/or where otherwise statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

14. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Authority's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Authority, in writing, of each and every change of address to which service of process can be made. Service by the Authority to the last known address shall be sufficient.

15. **OBSERVANCE OF LAWS.** The Contractor agrees to observe all Federal, State and local laws and regulations and to procure all necessary licenses and permits.

16. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**
Federal Employer Identification Number and/or Federal Social Security Number:

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's, i.e., the seller's or lessor's, identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both when the payee has both such numbers. Failure to include the number or numbers may delay payment. Where the payee does not have such number or numbers, the payee must give, on his or her invoice or New York State standard voucher, the reason or reasons why the payee does not have such number or numbers.

Privacy Notification:

(1) The authority to request the above personal information from a seller of goods or services, or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses, and others who have been delinquent in filling tax returns or may have understated their tax liabilities, and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes, and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. This

information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 1223.

17. **DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY.** The Contractor has not been disqualified from selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of New York State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the New York State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the state of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

20. **STATE FINANCE LAW SECTION 139.** The Contractor hereby certifies that all information provided to the Authority with respect to State Finance Law Section 139 is complete, true and accurate. The Authority reserves the right to terminate this Contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law Sections 139-j and 139-k, was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

21. **ETHICS.** The Authority shall have the right to cancel or terminate this Agreement at any time if any work performed under the Agreement is in conflict with the provisions of the New York State Public Officers Law, other laws applicable to the service of current or former Authority or Participant County employees, and/or the rules, regulations, guidelines or policies applicable thereto.

22. **WICKS LAW PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law, where preparation of separate specifications is not required, the Contractor shall make no change of subcontractor or agreed-upon amount to be paid to each subcontractor without the approval of

the owner in accordance with Section 101(5) of the General Municipal Law.

23. **OSHA 10 HOUR CONSTRUCTION SAFETY AND HEALTH COURSE.** If this is a public work contract covered by Article 8 of the New York State Labor Law, it shall be required that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site be certified as having successfully completed A MINIMUM OF 10 HOURS OF CONSTRUCTION AND HEALTH SAFETY TRAINING, as approved by the United States Department of Labor's Occupational Safety and Health Administration (OSHA). The Contractor, sub-contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall provide proof of certification for successfully completing the course for each employee prior to performing any work on the project.

24. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit, the terms of this Exhibit shall control, except that to the extent required for the purpose of obtaining Federal Aid in connection with this contract, any contract provisions required for Federal Aid projects shall supersede any conflicting provisions.

25. **ENTIRE AGREEMENT.** This contract, together with this Exhibit, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties hereto.

26. **NO WAIVER OF PROVISIONS.** The Authority's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Authority, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

27. **NO INVESTMENT ACTIVITIES IN IRAN.** A person that is identified on a list created pursuant to paragraph (b) of subdivision three of section 165-a of the New York State Finance Law as a person engaging in investment activities in Iran as described in such section, shall not be deemed a responsible Contractor to the extent provided pursuant to section 103 of the General Municipal Law. By signing this contract, the Contractor and each person signing on behalf of the Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief such Contractor is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.

28. **SEXUAL HARASSMENT POLICY.** Pursuant to Labor Law § 201-G, the Authority has adopted the form of Sexual Harassment Policy promulgated by the New York State Division of Human Rights, a copy of which is on file with the Authority's Secretary. By execution of this Agreement, the Contractor acknowledges receipt of the Sexual Harassment Policy and that it shall be bound by the terms of said policy. Any violation of the Sexual Harassment Policy, the New York State Labor Law, or the New York State Human Rights Law by the Contractor, its contractors, subcontractors, officers, employees, or agents shall constitute an event of default under this Agreement.

29. **COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and shall also comply with General Business Law § 899-bb.

APPENDIX III

Proposal Forms

FORM A

Business Information

This form must be submitted along with all other forms included in this RFP package. All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized.

1. Entity Information
 - a. Legal Name of entity:
 - b. Permanent main office address:
 - c. Federal Employer ID #:

2. Contact person regarding RFP:
 - a. Telephone number: Fax number:
 - b. Email:

3. Names of all officers and/or principals in the firm and their titles:

Name of Officer and/or Principals	Titles	Legal Residence State and City

4. If proposer is a closely held corporation or partnership, list stockholder's or partner's information below:

Name	Legal Residence	Office Held

5. Entity organization

- a. Date organized (month, day, year):
- b. If a corporation, LLC, Partnership, or other organization, state of origin:
- c. Number of years entity in business:

6. List names of any affiliated corporation of proposer, business affiliation with respondent and specify relationship:

Name of affiliated corporation	Business Affiliation	Specify Relationship

7. Identify all subcontractors proposed to be used to fulfill any part of the obligations anticipated by this proposal:

Name of subcontractor	Address	Type of work to be performed

8. Current licenses, permits and certifications are listed on **Schedule A** and **copies of same are attached.**

9. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by East of Hudson Watershed Corporation and/or his designee on behalf of East of Hudson Watershed Corporation in verification of the recitals comprising this Business Information Form.

(Name of Entity)

By: _____
(Principal)

(Title)

State of New York)
County of) ss.

_____ being duly sworn, deposes and says that he/she is
_____ of _____ and that the answers to
the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this
____ day of _____, 2025

Notary Public

SCHEDULE A

Licenses, Permits & Certifications

[List Attached]

Project Manager NYS PE#: _____

FORM B

LUMP SUM FEE PROPOSAL

SOLICITATION NUMBER:
PROJECT ID:
PROJECT TITLE:

ITEM#	TITLE	TOTAL PRICE (IN WORDS)	TOTAL PRICE (\$)
1	30% Engineering Design		
2	60% Engineering Design		
3	100% Engineering Design and Bid Documents		
4	Construction Administration and Record Documents		
TOTAL PRICE			

***Must be completed for each individual project within any given Solicitation**

All such lump sum fees shall include all expenses in connection with the Services, including without limitation site transportation, analysis, results, data validation reports, expenses (telephone, meals, travel, computer time, fax costs, postage, Federal Express or other delivery service, overhead, profit, reproducing), and administrative costs.

FORM C

HOURLY FEE SCHEDULES, PROJECT MANAGER, KEY STAFF AND SUBCONTRACTORS

Additional Services: Any approved Additional Services are to be billed at the Hourly Rates specified below. All Additional Services require the advance written approval of the EOHWC Executive Committee by change order. Services performed without such authorization are at the Engineer's risk and under no circumstances shall the EOHWC be obligated for payment.

Hourly Fees and Expenses for Other Services:

Services identified in the Scope of Services as hourly matters are to be billed at the Hourly Rates and Expenses specified below. Prior to performing such services the Engineer shall provide an estimate of the hourly fees and expenses for the specific task for approval by the EOHWC. Services performed without such authorization are at the Engineer's risk and under no circumstances shall the EOHWC be obligated for payment.

Name and Hourly Rate of all Employees to Perform Services:

(See attached Exhibit A-1 "Estimated Direct Labor")

Applicable Overhead and Profit Percentages: (See attached Exhibit A-2 "Fee Summary")

Expense Items and Rate: (See attached Exhibit A-3 "Estimated Expenses")

Project Manager and Key Professional Staff: EOHWC reserves the right to terminate this Agreement should certain personnel specifically named in the Engineer's proposal cease to be employed by the Engineer and assigned to the Projects, unless the EOHWC has determined in its discretion that alternate Project personnel are acceptable.

Project Manager: _____

Key Professional Staff: _____

Subcontractor(s), If Any, to Perform Services: _____

(If applicable, attach equivalent of A-1, A-2 and A-3 for Subcontractor).

FORM D
CIVIL ENGINEERING SERVICES
EAST OF HUDSON WATERSHED CORPORATION
AFFIDAVIT REGARDING REQUIRED DISCLOSURE
OF RELATIONSHIPS TO THE EOHWC

Name of Proposer: _____

Address: _____

Telephone: _____ Fax: _____

The Reporting Entity is: (Please check one):

_____ Individual _____ Corporation _____ Partnership

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with the EOHWC also an officer or employee of the EOHWC, or the spouse, or the child or dependent of a EOHWC officer or employee? Yes _____ No _____

If yes, please provide details:

B.) Related Owners:

1. If you are the owner of the Company, are you or your spouse, an officer or employee of the EOHWC? Yes _____ No _____

If yes, please provide details:

To answer the following question, the following definition of the word “interest” shall be used. Interest means a direct or indirect pecuniary or material benefit accruing to a EOHWC officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the EOHWC or otherwise. For the purpose of responding to these questions, an EOHWC officer or employee shall be deemed to have an “interest” in the contract of:

- a. His/her spouse, children and dependents, except a contract of employment with the EOHWC;
 - b. A firm, partnership or association of which such officer or employee is a member or employee;
 - c. A corporation of which such officer or employee is an officer, director or employee; and
 - d. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.
- 2) Do any officers or employees of the EOHWC have an interest in the Contractor or in any subcontractor that will be used for this contract? Yes _____ No _____

If yes, please provide details:

I am the _____ (title or Office) of the reporting entity listed above.

CIVIL ENGINEERING SERVICES FOR STORMWATER RETROFIT IMPLEMENTATION

REQUEST FOR PROPOSAL

I make this affirmation based upon my personal review of the books and records of the reporting entity. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty of perjury.

Signature

Print Name and title

STATE OF)

COUNTY OF)

S.S.

Sworn to me before this _____ day of _____ 2017.

CIVIL ENGINEERING SERVICES FOR STORMWATER RETROFIT IMPLEMENTATION

REQUEST FOR PROPOSAL

FORM E

CIVIL ENGINEERING SERVICES

EAST OF HUDSON WATERSHED CORPORATION

GENERAL MUNICIPAL LAW: Section 1039d) “NON-COLLUSIVE BIDDING CERTIFICATE”

1. By submission of his bid, each bidder and each person signing on behalf of any bidder, certifies, and in the case of a joint bid, each party thereto, certifies as to its own organization under penalty of perjury that to the best of their knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder, with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to include any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Name of Bidder

By

Address

Accepted

CIVIL ENGINEERING SERVICES FOR STORMWATER RETROFIT IMPLEMENTATION

REQUEST FOR PROPOSAL

FORM F
Statement of Insurance

PROPOSER _____ HAS
[Name of]

THE FOLLOWING POLICIES OF INSURANCE IN FULL FORCE AND EFFECT:
[Attach certificates showing endorsements & dates of coverage. Copies of policies to be made available upon request]

CIVIL ENGINEERING SERVICES FOR STORMWATER RETROFIT IMPLEMENTATION

REQUEST FOR PROPOSAL

FORM G

Confidentiality Notice

The data on page(s)

of this proposal, identified by an asterisk (*) or marked along the margin with a vertical line, contain technical or financial information which are considered to be proprietary information or trade secrets, the disclosure of which would cause substantial injury to the Proposer's competitive positions. The Proposer requests that such data be used only for the evaluation of the proposal, but understands that such data may otherwise be disclosed to the extent that East of Hudson Watershed Corporation determines is necessary or proper for compliance with any law, order or decree of any court or agency of competent jurisdiction, or necessary or proper in East of Hudson Watershed Corporation's view to show compliance with any law, order or decree of any court or agency of competent jurisdiction.

Note:

Proposer is urged to only designate as confidential those materials which, in its opinion, clearly represent proprietary information or trade secrets. Cost proposal information and all proposed forms shall not be considered confidential.

Proposer

Signature of Authorized Official

Date

CIVIL ENGINEERING SERVICES FOR STORMWATER RETROFIT IMPLEMENTATION

REQUEST FOR PROPOSAL

FORM H

CERTIFICATION REGARDING VENDEX AND VALUE OF ALL CONTRACTS WITH NEW YORK CITY

Name of Proposer/Bidder ("Contractor"): _____

Address of Proposer/Bidder: _____

Project Name: _____ ("Contract")

Date of this Certification: _____

This is to certify to the East of Hudson Watershed Corporation that Contractor has completed the appropriate VENDEX questionnaire on-line via New York City's Procurement and Sourcing Solutions Portal ("PASSPort"), or such revised standard VENDEX questionnaire as New York City provides from time to time, and submitted the completed VENDEX questionnaire to New York City Department of Environmental Protection electronically.

Please check applicable box:

- ☐ This is to certify to the East of Hudson Watershed Corporation that the proposed Contract, when aggregated with the value of all other contracts funded with funds provided by the City of New York awarded to the same Contractor during the immediately preceding twelve-month period, is valued at less than \$250,000.
- ☐ This is to certify to the East of Hudson Watershed Corporation that the proposed Contract, when aggregated with the value of all other contracts funded with funds provided by the City of New York awarded to the same Contractor during the immediately preceding twelve-month period, is valued at \$250,000 or more.

All of the foregoing information is true and complete to the best of my knowledge, after inquiry. I make these statements on behalf of the Contractor under penalty of perjury.

Signature

Print Name and Title

Sworn to before me this
____ day of _____, 20____

Notary Public