BOARD OF TRUSTEES MEETING AGENDA

February 17, 2026 at 7:00 PM
432 Route 306, Wesley Hills, NY 10952
Phone: 845-354-0400 | Fax: 845-354-4097

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

1. **February 3, 2026**

PUBLIC HEARING

2. **Public Hearing to Consider the Application for Zoning Exemption Submitted by the Monsey Fire District for the Use of a Fire House.**

RESOLUTIONS/DISCUSSIONS

3. **Resolution Authorizing the Submission of a NYS Department of Transportation, Transportation Alternatives Program (TAP) Grant Application and Commitment of a 20% Funding Match**

4. **Resolution Scheduling a Public Hearing for the 2025 Annual MS4 Report**

5. **Authorizing the Contract with Power Authority for Electric Service for the Village of Wesley Hills**

6. **Resolution Setting Date for Public Hearing to Consider the Demolition of Unsafe Structures Located at 799 Union Road.**

7. **Resolution Reaffirming the Village of Wesley Hills Support of the County of Rockland Sidewalk Improvement Grant**

REPORTS

8. Mayor

9. Village Clerk/Treasurer

10. Village Attorney

EXECUTIVE SESSION

NEW BUSINESS

ADJOURNMENT

BOARD OF TRUSTEES MEETING MINUTES

February 3, 2026 at 7:00 PM
432 Route 306, Wesley Hills, NY 10952
Phone: 845-354-0400 | Fax: 845-354-4097

CALL TO ORDER

Mayor Katz called the meeting to order at 7 pm, followed by the Pledge of Allegiance.

ROLL CALL

MEMBERS PRESENT:	Mayor Marshall Katz Deputy Mayor Milton Schwartz Trustee Joseph Mause Trustee Tova Krull
ABSENT:	Trustee Yisroel Cherns
OTHERS PRESENT:	Howard S. Richman, Village Attorney Camille Guido-Downey, Village Clerk-Treasurer

APPROVAL OF MINUTES

1. **January 20, 2026**

Resolution #129-25

Trustee Schwartz made a motion to approve the January 20, 2026, minutes, seconded by Trustee Krull. Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Mause and Trustee Krull. None. Nay. None Abstain. This motion was carried unanimously.

PUBLIC HEARING

2. **Public Hearing to Consider the Demolition of Unsafe Structures Located at 799 Union Road.**

Mayor Katz stated that Howard Richman, Village Attorney, has requested that the Board table this item for the February 17, 2026, meeting to allow time for service. Howard Richman, Village Attorney, stated that to accommodate the applicant's attorney, we will re-serve the owner.

Mayor Katz made a motion to table this item for the February 17, 2026, meeting to allow time for service, seconded by Trustee Schwartz. Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Mause and Trustee Krull. None. Nay. None Abstain. This motion was carried unanimously.

3. **Public Hearing on Local Law Amending Chapter 187 of the Code of the Village of Wesley Hills in Relation to Streets & Sidewalks.**

Mayor Katz questioned if the public hearing notice was published.

Camille Guido-Downey answered yes.

Trustee Schwartz made a motion to open the public hearing, seconded by Trustee Mause.Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Mause and Trustee Krull. None. Nay. None Abstain. This motion was carried unanimously.

No one from the public wished to speak.

Trustee Schwartz made a motion to close the public hearing, seconded by Trustee Mause.Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Mause and Trustee Krull. None. Nay. None Abstain. This motion was carried unanimously.

Trustee Krull made a motion to approve the following resolution, seconded by Trustee Mause:

Resolution #130-25

RESOLVED, that the proposed Local Law entitled, "A Local Law Amending Chapter 187 of the Code of the Village of Wesley Hills in Relation Street & Sidewalks," a copy of which is made a part of the Minutes of this Board, is hereby approved, and enacted as Local Law No. 1 of 2026.

Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Mause and Trustee Krull. None. Nay. None Abstain. This motion was carried unanimously.

RESOLUTIONS/DISCUSSIONS

4. **Resolution Setting the Public Hearing for the Proposed Local Law Amendment Regarding On-Street Parking During Weather Related Events**

Trustee Schwartz made a motion to approve the following resolution, seconded by Trustee Mause:

Resolution #131-25

WHEREAS, the Town of Ramapo Police Chief has noticed a conflict in the Zoning Law of the Village of Wesley Hills for the treatment of on street parking during weather related events, and

WHEREAS, the Village Attorney, at the request of this Board, has prepared a proposed local law entitled, "A Local Law Amending Chapter 187 of the Code of the Village of Wesley Hills to Restrict On-Street Vehicle Parking During Certain Weather Events", and

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the Municipal Home Rule Law Section 7-706 of the Village Law, a Public Hearing on the adoption of said proposed Local Law shall be held before the Board of Trustees of the Village of Wesley Hills on the 10th day of March 2026, at 7:00 pm at the Village Hall, 432 Route 306, in the Village of Wesley Hills, at which time citizens shall have the opportunity to be heard with respect to such Local Law,

BE IT FURTHER RESOLVED, that the notice of said time and place of Public Hearing shall be published and posted by the Village Clerk at least ten (10) days in advance of such time in the manner provided by law.

Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Mause and Trustee Krull. None. Nay. None Abstain. This motion was carried unanimously.

5. **Resolution Referring to the Planning Board and Other Agencies the Proposed Zoning Law Amendment Regarding Catering Facility in the Village of Wesley Hills.**

Trustee Krull made a motion to approve the following resolution, seconded by Trustee Schwartz.

Resolution #132-25

WHEREAS, the Village of Wesley Hills has not had a local law permitting the operation of a Catering Facility and

WHEREAS, the Village Attorney at the request of this Board, has prepared a proposed local law entitled "A Local Law Amending Chapter 230 of the Code of Wesley Hills to permit Catering Facilities and

NOW, THEREFORE, BE IT RESOLVED that it is hereby determined that the revision of such law will not have a significant effect on the environment as defined in the New York State Environmental Quality Review Act for the reason that such proposed local law permits the use of Catering Facilities and

BE IT FURTHER RESOLVED, that in accordance with the provisions of Section 230-76 of the Wesley Hills Code, such proposed local law is hereby referred for review and report to the Planning Board, Zoning Board of Appeals, Village Attorney, Village Engineer, Building inspector, and Code Inspector of the Village of Wesley and pursuant to the GML of the County of Rockland Planning Department and all abutting municipalities.

BE IT FURTHER RESOLVED that the Village Clerk is hereby directed to forward a copy of such proposed law to such Boards and Officials forthwith.

Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Mause and Trustee Krull. None. Nay. None Abstain. This motion was carried unanimously.

6. **Resolution Appointing Election Inspectors**

Trustee Schwartz made a motion to approve the following resolution, seconded by Trustee Krull:

Resolution #133-25

RESOLVED, pursuant to Election Law Section 15-116 that the following four (4) persons are hereby appointed Inspectors of Election to serve at the Village Election to be held on March 18, 2026: Raymond Hand, Ana Wiliams-Linthon, Andrea Francis and George Fullard, and be it further.

RESOLVED, that Raymond Hand is hereby designated as Chairperson of the Inspectors of Election; and be it further,

RESOLVED, that the compensation of Inspectors of Election shall be paid $300.00 per day and $325.00 per day for the chairperson all who shall serve on Election Day.

Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Mause and Trustee Krull. None. Nay. None Abstain. This motion was carried unanimously.

7. **Resolution Approving Abstract of Funds**

Trustee Mause made a motion to approve the following resolution, seconded by Trustee Krull:

Resolution #134-25

RESOLVED, that the general fund claims #23826 through #23962 in the aggregate amount of $132,547.09 as set forth in Abstract #9/25 dated February 3, 2026, a copy of which abstract of audited claims is made a part of the Minutes of this Board, are hereby approved.

Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Mause and Trustee Krull. None. Nay. None Abstain. This motion was carried unanimously.

8. **Resolution Approving Transfer of Funds**

Trustee Mause made a motion to approve the following resolution, seconded by Trustee Krull:

Resolution #135-25

RESOLVED, that the transfers in the aggregate amount of $150,000 as set forth in Abstract #9/25 dated February 3, 2026, a copy of which abstract of audited claims is made a part of the Minutes of this Board, are hereby approved.

Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Mause and Trustee Krull. None. Nay. None Abstain. This motion was carried unanimously.

REPORTS

9. Mayor

No report at this time.

10. Village Clerk/Treasurer

No report at this time.

11. Village Attorney

Feig v Wesley Hills
Howard Richman reported that the suit has been discontinued.

Monsey Fire Department
Howard Richman reported that the public hearing is scheduled for February 17, 2026, and the Board will consider authorizing the exemption for the firehouse use at the time. The District is aware that they will need to seek PB/ZBA permission.

15 Terrace Dedication
Howard Richman stated that he has met with the Village Engineer and report back to the Board after he reviews all the documents that were submitted for his review.

OPEN FLOOR: PUBLIC DISCUSSION

Jeff Nullman, 14 Glenbrook Road was present and questioned the catering law proposed in the Village. Mayor Katz explained that the law is to allow catering facilities in the NS zoning district only.

EXECUTIVE SESSION

Trustee Mause made a motion to enter Executive Session to discuss litigation, seconded by Trustee Krull. Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Mause and Trustee Krull. None. Nay. None Abstain. This motion was carried unanimously.

No action was taken during Executive Session.

Trustee Mause made a motion to exit Executive Session, seconded by Trustee Krull. Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Mause and Trustee Krull. None. Nay. None Abstain. This motion was carried unanimously.

NEW BUSINESS

12. **RESOLUTION APPROVING THE 2026 AGREEMENT FOR SIDEWALK SNOW REMOVAL SERVICES WITH THE TOWN OF RAMAPO**

Trustee Mause made a motion to approve the following resolution, seconded by Trustee Krull.

Resolution #136-25

RESOLVED, that the Intermunicipal Agreement between the Village of Wesley Hills and the Town of Ramapo to snowplow sidewalks on Route 306 from Grandview Avenue to Lime Kiln Road, Forshay Road from Grandview Avenue to Willow Tree Road, and the north side of East Willow Tree Road through December 31, 2026, a copy of which is made a part of the Minutes of this Board, is hereby accepted and the Mayor is authorized to confirm such acceptance by signing said extension on behalf of the Village of Wesley Hills, nunc pro tunc.

Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Mause and Trustee Krull. None. Nay. None Abstain. This motion was carried unanimously.

13. **RESOLUTION AUTHORIZING THE PROPOSAL FOR PROFESSIONAL SERVICES WITH WESTON & SAMPSON**

Trustee Krull made a motion to approve the following resolution, seconded by Trustee Mause:

Resolution #137-25

RESOLVED, that the Proposal and Fee Schedule for Engineering Consulting Services to facilitate the transition of firms from Brooker Engineering (a division of Weston & Sampson), PLLC, to Civil Design Works, LLC a copy of which is made a part of the Minutes of this Board, is hereby approved and the Mayor is authorized to indicate approval of such agreement on said document on behalf of the Village of Wesley Hills.

Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Mause and Trustee Krull. None. Nay. None Abstain. This motion was carried unanimously.

ADJOURNMENT

Trustee Schwartz made a motion to adjourn, seconded by Trustee Krull. Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Mause and Trustee Krull. None. Nay. None Abstain. This motion was carried unanimously.

Respectfully Submitted,
Camille Guido-Downey

Narrative

The property and house located at 381 Route 306, Wesley Hills, New York is owned by the Monsey Fire District, a political subdivision of the State of New York. As you know, the Board of Fire Commissioners of the Monsey Fire District are charged with the responsibility of providing fire protection and suppression services to the residents and visitors within and around its fire district boundaries. This property is intended exclusively for fire department use and is not to be leased, rented, or otherwise made available to any third parties.

Presently, the Fire District is using the structure as support for its current operations. Firefighters are encouraged to be present at the location to perform assigned duties and to respond to fire emergencies.

In an effort to improve its fire response, the Board of Fire Commissioners wishes to construct a temporary aluminum enclosure which is intended to house one fire truck. Please refer to the submitted application and concept plan for detailed information and site layout.

The Fire District has considered whether proposed development of the Facility may be afforded immunity from the Village's zoning and land development regulations pursuant to the 1988 Court of Appeals decision, *In re County of Monroe* which establishes a "balancing of interests" test to be used to make such a determination and for the reasons set forth below, the Fire District believes it is not subject to the Village's zoning regulations.

The Fire District is a district corporation and political subdivision of the State of New York which is tax-funded and is self-governing by a Board of Fire Commissioners. The Fire District provides emergency response services for fires, accidents, medical emergencies and natural disasters. The Fire District is purely public in nature and is an entity that provides an essential public service. The Fire District is the owner of

the Property at 381 Route 306, Wesley Hills, New York and pursuant to New York State Town Law Section 176(14) has the power to develop the Property for such purposes, which in this case includes the present use of the dwelling which is designed to support the public safety communications of the Fire District and the development of the property to house a temporary aluminum enclosure and expanded ingress and egress.

The Fire District has considered the factors under Monroe and determined that the proposed project should be exempt from the Village's land use/zoning regulations since, among other things, (a) the project will protect and promote the public interest by supporting both the Fire District's services for protecting public health, safety, and welfare, and other essential services for responding to accidents, natural disasters and other dangers, and (b) imposing local land use/zoning regulations on the proposed project would have the effect of unreasonably delaying an essential public need for immediate and effective emergency response. The project will be located within the Property owned by the Fire District such that the Fire District has the authority to review same, and the proposed location of the project at the Property is ideal in order to minimize impacts to the greatest extent feasible.

Granting this exemption from zoning and approval will significantly enhance the Monsey Fire Department's ability to provide timely and effective fire suppression services to large portions of Wesley Hills that fall within the Fire District's boundaries.

Thank you for your consideration,

Yanky Fliegman

Chairman, Board of Fire Commissioners, Monsey Fire District
January 20, 2026

DRAFT

STORM WATER MANAGEMENT PLAN (SWMP) 2025

Village of Wesley Hills
Rockland County, New York

NEW YORK STATE
DEPARTMENT OF ENVIROMENTAL CONSERVATION
SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM
Municipal Separate Storm Sewer Systems (MS4)

Prepared by:

CIVIL DESIGN WORKS LLC

Village Engineer
254 South Main Street, Suite #308
New City, New York 10956

GP-0-24-001					
Reference	Page	SWMP Plan Component	Timeframe	DUE DATE	Status of completion
I.B.3.	2	Documentation necessary to demonstrate discharge eligibility			Not applicable
II.A.	2	Notice of intent (NOI)	45-Days	2/20/2024	Appendix A
II.A.	2	Information from the Department acknowledging previous coverage or designation			Not applicable
II.B.4.	4	Electronic notice of intent (eNOI) waiver, if applicable			Not applicable
III.A.3.	4	Corrective actions implemented to correct a violation of an applicable water quality standard			
IV.A.1.b.	8	Inventory of entities assisting in permit implementation. Include name and permit requirement being implemented.	6-months	7/3/2024	Appendix B
IV.A.1.d.	8	Agreements for alternative implementation options.			Appendix C
IV.A.2.	8	Develop a written staffing plan/organizational chart (ADD CCE) which includes job titles and other entities as identified in Part IV.A.1, and the roles and responsibilities for each corresponding to the required elements of the SWMP	6-months	7/3/2024	Appendix B
IV.B.1	8	Stormwater Program Coordinator name, title, and contact information	45-Days	2/20/2024	Village Engineer Glenn McCreedy, (845) 266-6441 Villageengineer@wesleyhills.org
IV.B.2.a.	9	The current SWMP Plan, and documentation associated with the implementation of the SWMP Plan, available during normal business hours to the MS4 Operator's management and staff responsible for implementation as well as the Department and United States Environmental Protection Agency (USEPA) staff	6-months	7/3/2024	This spreadsheet and attached documents are acting as SWMP and will be available during normal business hours to the MS4 Operator's management and staff responsible for implementation as well as the Department and United States Environmental Protection Agency (USEPA) staff
IV.B.2.b.	9	The current SWMP Plan available for public inspection during normal business hours at a location that is accessible to the public or on a public website	6-months	7/3/2024	This spreadsheet and attached documents are acting as SWMP and will be available for public inspection during normal business hours at the Village Hall
IV.D.	10	Comprehensive system mapping	6-months		Appendix D
IV.E.	12	Copy of the resolution for adopting model local laws or documentation of the legal mechanism with content equivalent to the model local law			Village of Wesley Hills, NY Code Chapter 181 Stormwater Management https://ecode360.com/27841496#27841496
IV.F.1.	14	Enforcement response plan (ERP)	6-months	7/3/2024	ERP and ERP reports are kept on file electronically at Building Department and at the Village Engineer's office.
IV.F.2.	15	Instances of non-compliance (ERP)			Instances of non-compliance will be documented and will be kept on file at the Village Engineer's office.
V.B.1.b.	15	Electronic submission waiver, if applicable			Not applicable
V.B.2.a.	16	An Annual Report has been submitted to the Department			Annual Report is due April 1, 2026
V.B.3.a.	16	Interim Progress Certifications have been submitted to the Department	6-months	7/3/2024	Interim Progress Certification is due April 1, 2026.
V.C.	17	Evaluation of the SWMP	Annually		SWMP has been reviewed and updated.

Reference	Page	SWMP Plan Component	Timeframe See **Compliance Items Summary Tool**	DUE DATE	Status of completion
VI.A.1.a.	19	Focus area(s)	3-Years	1/3/2027	
VI.A.1.b.	19	Target audience(s) and pollutant generating activities for each focus area(s)	3-Years	1/3/2027	
VI.A.1.c.	20	The education and outreach topics and how the education and outreach topics will reduce the potential for pollutants to be generated by the target audience(s) for the focus area(s)	3-Years	1/3/2027	
VI.A.1.d.	20	Information related to the prevention of illicit discharges has been made available.	6-months	7/3/2024	Illicit discharge flyer is poseted on the Village's website Appendix H
VI.A.2.a.	20	Method(s) used to distribute educational messages	Once every 5 years		
VI.A.2.b.	21	An educational message to each target audience(s) for each focus area(s) based on the defined education and outreach topic(s) was delivered	Within 5 Years; Once every 5 years	1/3/2029	
VI.A.2.c.	21	The focus areas, target audiences, and/or education and outreach topics were reviewed and updated	Within 3 Years and Annually by April 1	1/3/2027	
VI.B.1.a.	21	Opportunity provided for public involvement/participation in the development and implementation of the SWMP	Annually		Yes, public hearing.
VI.B.1.b.	22	Method used to inform the public of the opportunity for their involvement/participation in the development and implementation of the SWMP and how they can become involved	Annually		Yes, public notice.
VI.B.1.c.	22	Name/Title and contact information of local point of contact to receive and respond to public concerns regarding stormwater management and compliance with permit requirements	6-months	7/3/2024	Village Engineer Glenn McCreedy, (845) 266-6441 Villageengineer@wesleyhills.org
VI.B.2.a.	22	An opportunity for the public to review and comment on the publicly available SWMP Plan was provided	Annually		Yes, public hearing.
VI.B.2.b.i.	22	An opportunity for the public to review and comment on the draft annual report was provided	Annually		Yes, presentation of the draft annual report at a public meetng.
VI.B.2.c.i.	23	Summary of comments received on SWMP Plan and draft annual report	Annually Update SWMP in 30 days		
VI.C.1.a.i.	23	Email or phone number with message recording capability used for the public to report illicit discharges	6-months	7/3/2024	Villageengineer@wesleyhills.org
VI.C.1.a.ii.	23	Documentation for reports of illicit discharges in SWMP	6 months ERP; 30 days of IDDE	7/3/2024	Each discharge will be documented using the Enforcement Response Plan to include Date, Location, Nature, Follow-up actions taken or needed, and Inspection outcomes and enforcement taken. ERPs will be kept on file in electronic format in the Village Hall and the Village Engineer's office.
VI.C.1.c.i.	24	Inventory of monitoring locations	3-Years	1/3/2027	
VI.C.1.d.iii.	25	The monitoring location prioritization was updated in the inventory	Annually, after 3 years		
VI.C.1.e.	25	**Monitoring locations inspection and sampling program**	2-Years	1/3/2026	
VI.C.1.e.i.	25-26	Monitoring locations inspection and sampling procedures	2-Years	1/3/2026	Appendix K
VI.C.1.e.i.b.	26	Completed monitoring location inspections and sampling results (e.g., the completed Monitoring Locations Inspection and Sampling Field Sheets)	2-Years	1/3/2026	Data collected and saved in ArcGIS.
VI.C.1.e.ii.	27	Training provisions for the MS4 Operator's monitoring location and sampling procedures	5 years		Utilize training video prepared by SCRC. The video will be kept on file in the Village Hall and in the Village Engineer's office.

Reference	Page	SWMP Plan Component	Timeframe See **Compliance Items Summary Tool**	DUE DATE	Status of completion
VI.C.1.e.iii.	27	Names, titles, and contact information for the individuals who have received monitoring location and sampling procedures training	Annually, after 2 years		Appendix K
VI.C.1.e.iv.	27	The monitoring location inspection and sampling procedures were reviewed and updated in SWMP	Annually, after 2 years		Last updated January 2026.
VI.C.2.	27	**Illicit discharge track down program**	2-Years	1/3/2026	
VI.C.2.a.	27	Illicit discharge track down procedures	2-Years	1/3/2026	Appendix L
VI.C.2.b.	28	Training provisions for the MS4 Operator's illicit discharge track down procedures	2-Years		Utilize training video prepared by SCRC. The video will be kept on file in the Village Hall and in the Village Engineer's office.
VI.C.2.c.	28	Names, titles, and contact information for the individuals who have received illicit discharge track down procedures training	2-Years		Last updated January 2026.
VI.C.2.d.	28	The illicit discharge track down procedures were reviewed and updated in SWMP	Annually, after 2 years		Last updated January 2026.
VI.C.3.	28	**Illicit discharge elimination program**	2-Years	1/3/2026	
VI.C.3.a.	28	Illicit discharge elimination procedures	2-Years	1/3/2026	Appendix L
VI.C.3.b.	29	Training provisions for the MS4 Operator's illicit discharge elimination procedures	2-Years		Utilize training video prepared by SCRC. The video will be kept on file in the Village Hall and in the Village Engineer's office.
VI.C.3.c.	29	Names, titles, and contact information for the individuals who have received illicit discharge elimination procedures training	Annually, after 2 years		Last updated January 2026.
VI.C.3.d.	29	The illicit discharge elimination procedures were reviewed and updated in SWMP	Annually, after 2 years		Last updated January 2026.
VI.D.2.a.	30	Email or phone number used for the public to report complaints related to construction stormwater activity	6 months	7/3/2024	Villageengineer@wesleyhills.org
VI.D.2.b.	30	Reports of construction site complaints	Immediate		Construction site complaints will be documented using the Enforcement Response Plan to include Date, Location, Nature, Follow-up actions taken or needed, and Inspection outcomes and enforcement taken. ERPs will be kept on file at the Village Engineer's office.
VI.D.3.	30	**Construction oversight program**			
VI.D.3.a.	30	Construction oversight procedures **(Land Disturbance activity)**	1-Year	1/3/2025	Included in SWMP as Appendix I
VI.D.3.b.	31	Training provisions for the MS4 Operator's construction oversight procedures			Appendix I
VI.D.3.c.	31	Names, titles, and contact information for the individuals who have received construction oversight procedures training			Appendix I
VI.D.3.d.	31	Procedures to ensure those involved in the construction activity itself have received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil & Water Conservation District, or other Department endorsed entity			Appendix I
VI.D.3.e.	31	The construction oversight procedures were reviewed and updated **in the SWMP**	Annually		Last updated January 2026.
VI.D.4.a.	31	Inventory of construction sites	6 Months	7/3/2024	Appendix H
VI.D.5.c.	32	The construction site prioritization was updated in the inventory	Annually		Last updated January 2026.

Reference	Page	SWMP Plan Component	Timeframe See **Compliance Items Summary Tool**	DUE DATE	Status of completion
VI.D.6.a.	33	Individuals responsible for reviewing SWPPPs for acceptance have received the required training, document in SWMP	3-Years; and 3 Years thereafter	1/3/2027	SWPPPs are being reviewed by the Village Engineer, who is a licensed Professional Engineer, additional training is not required.
VI.D.6.d.	33	Names, titles, and contact information for the individuals who have received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil & Water Conservation District, or other Department endorsed entity, for individuals responsible for reviewing SWPPPs	Annually		SWPPPs are being reviewed by the Village Engineer, who is a licensed Professional Engineer, additional training is not required.
VI.D.6.e.	33	In SWMP, document SWMPPP review including info found in Part III.B. of the CGP	Annually		SWPPP review is a part of a project approval process and is documented in a form of a letter to the Village Building Department. All correspondence from Village Engineer is being kept on file in the Village Building Department and in the Village Engineer's office.
VI.D.7.	34	Date and content of pre-construction inspection/meeting			Pre-construction meetings will be documented as per the Permit requirements.
VI.D.8.a.	34	Individuals responsible for construction site inspections have received the required training, document in SWMP			Individuals responsible for construction site inspections have received the required training as per the Permit requirements.
VI.D.8.d.	35	Names, titles, and contact information for the individuals who have received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil & Water Conservation District, or other Department endorsed entity, for individuals responsible for construction site inspections	Annually		Training Certificates are kept on file in the Village Engineer's office.
VI.D.8.e.	35	Completed Construction Site Inspection Reports			Construction site inspection reports will be documented using form provided in Appendix D of GP-0-24-001.
VI.D.9.a.	35	Completed final Construction Site Inspection Reports			Final construction site inspection reports will be documented using form provided in Appendix D of GP-0-24-001.
VI.E.2.e.	37	Inventory of post-construction SMPs			Appendix H
VI.E.4.	37	**Post-construction inspection and maintenance program**	1-Year	1/3/2025	Included in SWMP as Appendix I
VI.E.4.a.	37	Post-construction SMP inspection and maintenance procedures	1-Year	1/3/2025	Appendix I
VI.E.4.a.ii.	37	Post-construction SMP inspection documentation	1-Year	1/3/2025	Individual Owners are responsible for inspecting and maintaining their own SMPs. Annual inspection reports are being submitted to the Village and are kept on file in the Village of Wesley Hills building Department and in the Village Engineer's office.
VI.E.4.b.	38	Training provisions for the MS4 Operator's post-construction SMP inspection and maintenance procedures	Every 5 years after 1 year		Appendix I
VI.E.4.c.	38	Names, titles, and contact information for the individuals who have received post-construction SMP inspection and maintenance procedures training	Annually		Appendix I
VI.E.4.d.	38	The post-construction SMP inspection and maintenance procedures were reviewed and updated in the SWMP	Annually		Last updated January 2026.
VI.F.1.	39	BMPs incorporated into the municipal facility program and municipal operations program	3-Years	1/3/2027	
VI.F.1.a.ii.d)	40	No Exposure Certification(s)	3-Years	1/3/2027	

Reference	Page	SWMP Plan Component	Timeframe See **Compliance Items Summary Tool**	DUE DATE	Status of completion
Part VI.F.1.b.i.c	40	Municipal washwater must be discharged to an area where it is collected to be recycled or discharged to the sanitary sewer (Part I.B.2.d)	Immediate		Not applicable
VI.F.2.a.	43	**Municipal facility program**	3-Years	1/3/2027	
VI.F.2.a.i.	43	Municipal facility procedures	3-Years	1/3/2027	
VI.F.2.a.ii.	43	Training provisions for the MS4 Operator's municipal facility procedures	Every 5 years after 3 years		
VI.F.2.a.iii.	44	Names, titles, and contact information for the individuals who have received municipal facility procedures training	Annually, after 3 years		
VI.F.2.a.iv.	44	The municipal facility procedures were reviewed and updated. Document completion in SWMP.	Annually, after 3 years		
VI.F.2.b.i.	44	Inventory of municipal facilities	2-Years	1/3/2026	Completed, reffer to ArcGIS database.
VI.F.2.c.	45	Municipal Facility Prioritization (High and Low Priority)	3-Years	1/3/2027	
VI.F.2.c.iii.	45	The municipal facility prioritization was updated in the inventory	Annually, after 2 years		
VI.F.2.d.	45	High Priority Municipal Facility SWPPPs	5-Years (Feb 2029)	1/3/2029	
VI.F.2.d.ii	48	Municipal Facility Assessments (Wet weather visual Monitoring)	Once every 5 years		
VI.F.2.d.ii.c)	49	Completed comprehensive site assessments (e.g., the completed Municipal Facility/Operation Assessment Forms) for high priority municipal facilities	Once every 5 years		
VI.F.2.e.ii.c)	50	Completed comprehensive site assessments (e.g., the completed Municipal Facility/Operation Assessment Forms) for low priority municipal facilities	Once every 5 years		
VI.F.3.a.	51	**Municipal operations program**			
VI.F.3.a.i.	51	Municipal operations procedures	3-Years	1/3/2027	Not Applicable
VI.F.3.a.ii.	51	Training provisions for the MS4 Operator's municipal operations procedures	Every 5 years after 3 years		
VI.F.3.a.iii.	52	Names, titles, and contact information for the individuals who have received municipal operations procedures training	Annually, after 3 years		
VI.F.3.a.iv.	52	The municipal operations procedures were reviewed and updated	Annually, after 3 years		
VI.F.3.d.i.	54	Roads, bridges, parking lots, and right of way sweeping procedures	6-Months	7/3/2024	The Village Clerk authorizes the Town of Ramapo to implement their own Roads, bridges, parking lots, and right of way sweeping procedures in the Village.
VI.F.3.d.i.a)	54	Roads, bridges, parking lots, and right of ways have been swept	Annually		Annual Street Sweeping Report is kept on file in the Village Hall.
VI.F.3.d.i.b)	54	Roads in business districts and commercially zoned areas have been swept	ANNUALLY FROM April 1-Oct 31 after completion of mapping (YEAR 4)		
VI.F.3.d.ii	54	Maintenance- Roads, etc.	5-Years	1/3/2029	
VI.F.3.d.iii	54	**Winter Road Maintenance**	5-Years	1/3/2029	
	54	Routinely calibrate equipment to control salt/sand application rates	5-Years	1/3/2029	
	55	Ensure routine snow disposal complies with the Division of Water TOGS 5.1.11, Snow Disposal	5-Years	1/3/2029	

Appendix A

Notice of intent (II.A.)

MS4 Notice of Intent

version 1.1

(Submission #: HQ1-0XDM-3CSVV, version 2)

Details

Submission Alias	MS4 Notice of Intent - Village of Wesley Hills
Submitted	2/26/2024 (203 days ago) by Eric Chang
Alternate Identifier	NYR20A349
Submission ID	HQ1-0XDM-3CSVV
Status	Deemed Complete

Form Input

MS4 Operator Information

Is this NOI for an MS4 Operator continuing coverage?
Yes

Permit ID #:
NYR20A349

MS4 Operator Type
Traditional land use control

Traditional Land Use Control

Traditional land use control MS4 Operator requirements are found in Part VI of the MS4 General Permit.

Municipality Name or Legal Entity Name
Village of Wesley Hills

Legal Municipal/Entity Mailing address

432 Route 306
Wesley Hills, NY 10952
Rockland

Ranking Official

Official Title	First and Last Name	Phone	Email
Mayor	Marshall Katz	8453540400	mayor@wesleyhills.org

NOI Preparer

NOI Preparer Title	First and Last Name	Phone	Email
Municipal Engineer	Eve Mancuso	8455472516	Mancuso.Eve@wseinc.com

NAICS Codes

Federal, State or Local Government - 924110
Military Bases - 928110
Highway, road or other thoroughfare system - 237310
Large Hospitals - 622110
Public Colleges and Universities - 611310
Correctional Institutions - 922140
NAICS Code Lookup

NAICS Code
924110

Is the MS4 Operator working with other MS4 Operators to implement the Stormwater Management Program?
No

Does the MS4 Operator have any facilities that need to obtain MSGP coverage under MSGP permit?
No

MS4 Location Information

MS4 Facility Name
Village of Wesley Hills MS4

On the map below, place the pin at the center of the MS4 Operator. This can be either the geographic center or the population center.

Central point of the MS4 Operator
41.1541185,-74.07014920000002

Waterbody Information (1 of 1)

If the MS4 Operator discharges to multiple waterbodies, all waterbodies must be listed. Use the 'Duplicate Waterbody Information' or 'Add New Waterbody Information' buttons to add as many waterbodies as necessary.

To find the names of waterbodies, including any impaired waterbodies, use the DEC's Stormwater Interactive Map. Under the Permit Related Layers check the box for the Impaired Waterbodies for MS4GP and the box for Waterbody Inventory/Priority Waterbodies List.
Stormwater Interactive Map

Waterbody name and segment receiving MS4 Operator discharges
Mahwah River, Upper, and tribs - 1501-0035

Is this waterbody segment listed in Appendix C (List of Impaired Waters) of the MS4 General Permit?
No

Is this waterbody segment listed in Table 3 (Approved TMDL Watersheds with MS4 Contribution) of the MS4 General Permit?
No

CERTIFICATION

The MS4 Operator has read and understands the SPDES MS4 General Permit, GP-0-24-001, as it pertains to permit requirements as well as the timeframes for compliance set forth in the permit.
Yes

I am the ranking elected official or Principal Executive Officer for the MS4 Operator and will be signing the form electronically.
No

Attach completed certification form.
ms4eNOIcertification - WesleyHills 2024-signed.pdf - 02/02/2024 12:15 PM
Comment
NONE PROVIDED

Attachments

Date	Attachment Name	Context	User
2/28/2024 1:09 PM	MS4 eNOI Acknowledgement.pdf	Generated Document	Audra Rossignol
2/2/2024 12:15 PM	ms4eNOIcertification - WesleyHills 2024-signed.pdf	Attachment	Eric Chang

Appendix B

Inventory of Entities assisting in GP implementation (IV.A.1.b)

Village of Wesley Hills SPDES Permit No. NYR20A349
Inventory of entities assisting in permit implementation per IV.A.1.b.
Written Staffing Plan per IV.A.2.

NAME	Primary Contact	Title	Address	Phone	Email	MCM(s)	GP24 Ref.	Description and Scope of Service	Legal Doc.	Execution	Duration/Exp. Date	Year-end review/status
Marshall Katz	Marshall Katz	Mayor	432 Route 306 Wesley Hills, NY 10952 United States	845-354-0400	mayor@wesleyhills.org			Signature of required documents	NA	NA	NA	No Change
Civil Design Works, LLC	Glenn McCreedy	Village Engineer, PE	254 South Main Street, Suite #308, New City, New York 10956	845-266-6441	Villageengineer@wesleyhills.org		IV.B.1 VI.B.1.c., VI.D.2.a.	Stormwater Program Coordinator Receives complaints on illicit discharges, construction sites, etc.r	Contract		3/31/2026	3/31/2026
John Layne	John Layne	Building Inspector, Stormwater Management Officer	432 Route 306 Wesley Hills, NY 10952 United States	845-354-0400	Buildinginspector@wesleyhills.org			Accept and review stormwater pollution prevention plans, forward the plans to the applicable municipal board and inspect stormwater management practices.	NA	NA	NA	No Change
Camille Guido-Downey	Camille Guido-Downey	Clerk-Treasurer	432 Route 306 Wesley Hills, NY 10952 United States	845-354-0400	villageclerk@wesleyhills.org		VI.B.1.c.	Receive and respond to public concerns regarding stormwater management and compliance with permit requirement	NA	NA	NA	No Change
Civil Design Works, LLC	Glenn McCreedy	Village Engineer, PE Stormwater Program Coordinator	254 South Main Street, Suite #308, New City, New York 10956	845-266-6441	Villageengineer@wesleyhills.org	4, 5	VI.D.6.; VI.E.3.	Review SWPPP, Documentation; Final SWMP Inspection prior to NOT, ensure post-construction practice compliance	Contract		3/31/2026	3/31/2026
Civil Design Works, LLC	Glenn McCreedy	Village Engineer, PE Stormwater Program Coordinator	254 South Main Street, Suite #308, New City, New York 10956	845-266-6441	Villageengineer@wesleyhills.org	3	VI.C	Illicit Discharge Reporting, Inspection and monitoring Outfall Inspection. Inspect village-owned outfalls	Contract		3/31/2026	3/31/2026
Cornell Cooperative Extension, Rockland County	Jen Zunino-Smith	Environmental Educator	10 Patriot Hills Lane Stony Point, NY 10980	845-429-7085 x125	jmz75@cornell.edu	1,2	VI.A. VI.B.	Run Stormwater Consortium of Rockland County monthly meetings.	Contract	4/2/2025	3/31/2026	3/31/2026
Cornell Cooperative Extension, Rockland County	Jen Zunino-Smith	Environmental Educator	10 Patriot Hills Lane Stony Point, NY 10980	845-429-7085 x125	jmz75@cornell.edu	1,2	VI.A. VI.B.	Provide Stormwater Educational Materials, programs, and stewardship opportunities to target audiences in Rockland County	Contract	4/2/2025	3/31/2026	3/31/2026
Cornell Cooperative Extension, Rockland County	Jen Zunino-Smith	Environmental Educator	10 Patriot Hills Lane Stony Point, NY 10980	845-429-7085 x125	jmz75@cornell.edu	3,4,5	VI.C-E	Provide guidance, supplemental unified documents, and maintain a master construction and post-construction database.	Contract	4/2/2025	3/31/2026	3/31/2026
Cornell Cooperative Extension, Rockland County	Jen Zunino-Smith	Environmental Educator	10 Patriot Hills Lane Stony Point, NY 10980	845-429-7085 x125	jmz75@cornell.edu	Mapping	IV.D.	Maintain the unified stormwater GIS mapping system	Contract	4/2/2025	3/31/2026	3/31/2026

Appendix C

Agreements for alternative implementation options (IV.A.1.d.)

Cornell Cooperative Extension
Rockland County

10 Patriot Hills Lane
Stony Point, NY 10980
t. 845 429-7085
f. 845 429-8667
e. rockland@cornell.edu
www.RocklandCCE.org

2025 Stormwater II Education Program Agreement

Summary: Stormwater Phase II Regulations, as administered by the New York State Department of Environmental Conservation (NYSDEC) requires all small, regulated Municipal Separate Storm Sewer Systems (MS4s), among other requirements, to commit to Minimum Control Measures (MCMs) and other requirements. Cornell Cooperative Extension (CCE), in cooperation with the Stormwater Consortium of Rockland County (SCRC), will provide a stormwater program agreement to each MS4 to assist in satisfying the MCMs listed below, as further outlined under **CCE'S Responsibilities in this Agreement.**

1. Part VI.A: MCM 1- Public Education & Outreach Program
2. Part VI.B: MCM 2- Public Involvement/Participation
3. Part VI.C: MCM 3- Illicit Discharge Detection & Elimination
4. Part VI.F.1 & VI.F.2.b: MCM 6- Best Management Practices (BMPs) for Municipal Facilities & Operations; Municipal Facility Inventory
5. Part IV.D: Mapping
6. NYSDEC GP-0-24-001 MS4 Permit Updates

Cornell Cooperative Extension of Rockland County will tap its resources at Cornell University, NYSDEC, USEPA and other reputable sources to develop, implement and evaluate a stormwater program for this MS4. The success of this program depends on participation by all five towns and eighteen villages in Rockland, all of which contribute to the support of the educator position and responsibilities as described below. Based on input from the SCRC, the following services are being offered to the MS4. These measures are based on the NYSDEC's SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s), Permit No. GP-0-24-001, effective January 3, 2024.

CCE'S Responsibilities in this Agreement:

1. **Part VI.A: MCM 1- Public Education & Outreach Program:** The requirements of GP-0-24-001, Part VI.A are not due until January 2027 therefore the requirements of MCM 1 under NYSDEC's previous MS4 permit, GP-0-15, will continue to be met until that time. A CCE educator will conduct and evaluate educational programs about stormwater management for the public and for municipal

employees within Rockland County. Educational outreach will focus on stormwater pollution generating activities and prevention behaviors. Topics will include nutrient pollution, harmful algal blooms, and the consequences of improper application and disposal of fertilizers, pesticides, salt, lawn clippings, and dumping to the storm drains. A *Stormwater and Water Quality Education* webpage that is regularly updated and available to the public on CCE's website.

A. CCE Website: The CCE Educator will ensure that the Stormwater and Water Quality Education webpage and educational brochures are always available to the public. The CCE webpage will be updated regularly to list training, seminars and programs provided by outside agencies such as NYSDEC. The webpage contains an interactive map with waterbody classifications, land use, impaired waters, and more. (http://rocklandcce.org/stormwater-consortium). (https://rocklandcce.org/fact-sheets)

B. Classes and Workshops:

- **General Public and Students–** CCE will offer public and student workshops when feasible. Topics have historically included water conservation, nutrient pollution and harmful algae blooms, stormwater pollution management and prevention, water-smart landscaping, the design of rain gardens, proper fertilizer application, and others.
- **Fertilizer Law Certificate Program for Landscapers and Contractors –** CCE will offer the certificate course monthly, highlighting best management practices related to catch basins, fertilizers, pesticides, landscape debris, hazardous waste, etc. Presentation and handouts are offered in Spanish, and a translator will translate simultaneously when available.

C. WRCR Stormwater Radio Show: CCE will host a monthly radio program on WRCR to explain stormwater to the public.

D. Horticultural Lab: CCE will serve as an ongoing resource to residents through its Horticulture Diagnostic Lab. The Lab is open and accessible to the public via personal visit, phone, fax, and e-mail. CCE will provide soil testing for a fee and education on proper fertilizer application.

E. Monthly Meetings: The CCE Educator will schedule, host and lead the SCRC monthly meetings. CCE Educator will prepare the agenda and keep meeting minutes.

2. <u>Part VI.B: MCM 2- Public Involvement/Participation</u>:

A. The CCE Educator will provide guidance to the consortium on meeting the Annual requirements in Part VI.B so that they may be met in a more unified manner.

B. **Stewardship Activities –** CCE will actively promote volunteer and stewardship opportunities pertaining to stormwater and water quality at educational and public events, and on the stormwater webpage. Stewardship opportunities include litter cleanups along streams, and roadways in cooperation with Keep Rockland Beautiful, Inc. (KRB), and promoting the Storm Drain Marking program, WAVE program, and others. CCE will also promote summer internship opportunities through Rockland Conservation Service Corps and Lamont Doherty.
https://rocklandcce.org/stormwater-consortium-water-quality-education/environmental-internship-volunteer-opportunities

C. **Coordination with other pre-existing public involvement/participation opportunities –** CCE will work to strengthen partnerships between MS4s, the Environmental Educators of Rockland, the Rockland County Water Quality Committee, the Rockland County Division of Environmental Resources and other educators and county departments to expand education and address stormwater issues of concern.

3. **Part VI.C: MCM 3- Illicit Discharge Detection & Elimination**

CCE will provide guidance to the consortium on the development of the following permit requirements due by January 2026:

- Part VI.C.1.e- Monitoring Locations Inspection and Sampling Program
- Part VI.C.2- Illicit Discharge Track Down Program
- Part VI.C.3- Illicit Discharge Elimination Program

4. **Part VI.F.1: MCM 6- Pollution Prevention and Good Housekeeping:**

A. **Part VI.F.1- Best Management Practices (BMPs) for Municipal Facilities & Operations.** Garage maintenance and good housekeeping for municipal operations will be offered to municipal employees (either in person or as on-going guidance) to minimize the discharge of pollutants associated with municipal operations.

B. **Part VI.F.2.b- Municipal Facility Inventory.** Provide guidance on developing an inventory of municipal facilities, mapped to the ArcGIS Stormwater Mapping database.

5. **Part IV.D: Mapping:**

A. **ArcGIS Stormwater Mapping database –** The CCE Educator will continue to be responsible for managing the ArcGIS Stormwater Mapping database. CCE will strive to assist the municipalities meet the permit mapping requirements through working with the consortium consultant and distributing grant opportunities.

7. **<u>NYSDEC GP-0-24-001 MS4 Permit Updates</u>:**
    - **A.** The CCE educator will strive to provide guidance on meeting the NYSDEC's MS4 permit requirements for the consortium so that deadlines may be met in a more unified, coordinated manner. CCE will continue working with the NYSDEC, the Hudson Valley Regional Council and other consortiums and Coalition groups to strive to provide more training and outreach on GP-0-24-001 requirements.
    - **B.** Additional permit measures such as developing a unified Stormwater Management Plan, ongoing review of the *NYSDEC Compliance Items Summary Tool* for MS4s budget guidance, and developing Standardized Approaches on permit requirements per NYSDEC guidance will continue.

6. **<u>Program Agreement Administration</u>**:
    - **A. Agreement Term:** The term of the agreement is **April 1, 2025 - March 31, 2026**.
    - **B. Supervision:** CCE will employ, train, provide necessary supplies and support, supervise, and evaluate the Educator.
    - **C. Educational Information**: Educational information provided to residents will come from reputable sources including the NYSDEC, US EPA, Cornell University, and other credible research-based institutions.
    - **D. Reporting:** CCE will provide an annual deliverable report summarizing the outreach efforts and measurable goals. Only participating MS4s will receive report deliverables.

Village's Responsibilities in this Agreement:

1. **Funding:** The Village will provide $1,825 (one thousand eight hundred twenty-five dollars) to fund this project.
2. **Additional Costs:**
    - The Village will provide $393.93 (three hundred ninety-three dollars and ninety-three cents) for a license to access the SCRC's ArcGIS Online stormwater mapping database.
    - The Village will provide a $346.86 (three hundred forty-six dollars and eighty-six cents) License & Support Fee toward management of the ArcGIS Online stormwater mapping database.
3. **Total Costs:**
    - Total Due is to be paid within 60 days after receiving the invoice to allow the SCRC to maintain access to the unified ArcGIS Online mapping database without interruption.

CCE Stormwater Program Agreement	$1,825.00
ArcGIS Online License Fee (1 Mobile Worker)	$393.93
H2M License & Support Fee	$360.87
TOTAL	**$2,579.80**

Administrative Contacts

- Jody Addeo, Cornell Cooperative Extension of Rockland, 10 Patriot Hills Drive, Stony Point, NY 10980; phone 845-429-7085 ext. 107; email – jka64@cornell.edu
- Village representative and title: Marshall Katz, Mayor
- Village alternate and title: Camille Guido-Downey, Village Clerk-Treasurer
- Address: 432 Rt 306 Wesley Hills, NY
- Daytime phone: 8453540400 E-mail: mayor@wesleyhills.org

Per Part IV.A.1.a.iv, the municipal MS4 Operator hereby certifies their responsibility for compliance with the NYSDEC SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s), GP-0-24-001.

SIGNATURES:

	4/2/25		4/2/25
Village representative and title	*Date*	*Jody Addeo*	*Date*
		Executive Director, CCE Rockland	

Appendix D

Comprehensive system mapping

(IV.D.)

IV.D. MAPPING

The Village of Wesley Hills will continue to develop and maintain comprehensive system mapping to include the mapping components as outlined in the SPDES permit. The comprehensive system mapping is kept online at www.arcgisonline.com and will be in a readily accessible format, with scale and detail appropriate to provide a clear understanding of the MS4, to serve as a planning tool to allow for prioritization of efforts and facilitate management decisions. Annually, after Phase I (Part IV.D.2.a.) completion, the comprehensive system mapping will be updated to include updates to prioritization information of monitoring locations (Part VI.C.1.d.), construction sites (Part VI.D.5.), and municipal facilities (Part VI.F.2.c.i.).

1. Per the previous SPDES MS4 permit (GP-0-15-003), the comprehensive system mapping includes the following:
    a. MS4 outfalls (available at www.arcgisonline.com and in a paper format available at the Village Hall)
    b. Interconnections (available at www.arcgisonline.com and in a paper format available at the Village Hall)
    c. Preliminary storm-sewershed boundaries. Per answer #391 on the NYSDEC's Responsive Summary, Watershed delineations can serve as boundaries. The HUC 12 Watershed delineations are available on the Hudson Valley Resource Mapper and CCE Rockland's Stormwater Consortium Interactive Map.
    d. Not Applicable to Rockland County
    e. Basemap information:
        i. *Automatically* and *additionally designated areas*. This layer can be found on the NYSDEC Info Locator.
        ii. Names and location of all *surface waters of the State*, including:
            a) Waterbody classification. This information is available on the Hudson Valley Resource Mapper and CCE Rockland's Stormwater Consortium Interactive Map.
            b) Waterbody Inventory/Priority Waterbodies List (WI/PWL).
                i) Impairment status. This information is available on the Hudson Valley Resource Mapper and CCE Rockland's Stormwater Consortium Interactive Map.
                ii) *POC,* if applicable; See CCE Rockland's Stormwater Consortium Interactive Map for the most recent 303-D Listed Impaired waters.
            c) *TMDL* watershed areas. TMDLs are not applicable to Rockland County.
        iii. Land use, including:

a) Industrial;

b) Residential;

c) Commercial;

d) Open space; and

e) Institutional;

iv. Roads; and

v. Topography.

This information is available for Rockland County on CCE Rockland's Stormwater Consortium Interactive Map.

Appendix E

Local Law Certification (IV.E.)

VILLAGE OF
Wesley Hills
ESTABLISHED 1982

432 Route 306
Wesley Hills, N.Y. 10952-1221
Phone 845-354-0400 FAX 845-354-4097 www.wesleyhills.org

September 18, 2024

Village of Wesley Hills
Marshall Katz, Mayor
432 Route 306
Wesley Hills, NY 10952

RE: Certification of Local Laws

Dear Mayor:

I hereby certify the following:

1. Local Law **Chapter 181, Article I - *Erosion and Sediment Control***, adopted by the Board of Trustees of the Village of Wesley Hills on 5-13-2008, is hereby equivalent to the NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control. https://ecode360.com/27841497

2. Local Law **Chapter 181, Article II – *Illicit Discharges***, adopted by the Board of Trustees of the Village of Wesley Hills on 8-3-2010, is hereby equivalent to the NYS Model IDDE Law. https://ecode360.com/27841663

Very truly yours,

Benjamin Selig, Esq.
Village Attorney

Appendix F

Enforcement response plan (ERP)

(IV.F.1.)

Enforcement Response Plan
Illicit Discharge

NYSDEC GP-0-24-001
Effective Date: July 6, 2024

INSTRUCTIONS FOR USE

Part IV.F of the permit covers **Enforcement Measures & Tracking:**

- The MS4 Operator must develop and implement an Enforcement Response Plan (ERP) clearly outlining actions to be taken for illicit discharge violations.
- The ERP must set forth a protocol to address repeat and continuing violations through progressively stricter responses (i.e., escalation of enforcement) as needed to achieve compliance with the terms and conditions of this *SPDES* general permit.
- Instances of non-compliance must be documented in the SWMP Plan. This can be by reference ("refer to inspection reports on-file at building department").

Part VI of the permit covers the **Illicit Discharge Track Down Program** and the **Illicit Discharge Elimination Program:**

- Each program has **timeframe** requirements for Track down and Elimination.
- Each program has **training** requirements for those doing inspections.

Enforcement Response Plan Illicit Discharge NYSDEC GP-0-24-001 Effective Date: July 6, 2024		**MS4:** Village of Wesley Hills Report illicit discharges at Villageengineer@wesleyhills.org

Legal Authority:

Local Law Chapter 181 Stormwater Management, Article I Erosion and Sediment Control adopted by the Board of Trustees of the Village of Wesley Hills on 5-13-2008 by L.L. No. 1-2008 is hereby equivalent to the NYS Model IDDE Law (https://ecode360.com/27841496#27841497);
Local Law Chapter 181 Stormwater Management, Article II Illisit Discharges adopted by the Board of Trustees of the Village of Wesley Hills on 8-3-2010 by L.L. No. 2-2010 is hereby equivalent to the NYS Model IDDE Law (https://ecode360.com/27841496#27841663).

PURPOSE:

(PART IV.F.1: Enforcement Response Plan)

The MS4 Operator must develop and implement an enforcement response plan (ERP) describing action(s) to be taken for violations enacted for **illicit discharge** (Part VI.C). The ERP must set forth a protocol to address **repeat and continuing violations** through **progressively stricter responses** (i.e., escalation of enforcement) as needed to achieve compliance with the terms and conditions of the MS4 permit. The purpose of this document is to provide guidance on how the MS4 Operator will use the types of enforcement responses or combination of responses.

TYPES OF ENFORCEMENT RESPONSES:

Verbal warnings*	The Village will pursue compliance with storm water violations through verbal methods (telephone notifications, verbal notices, meetings) whenever reasonable. These methods are appropriate for situations where education is needed, violations do not pose a significant impact to human health or the environment, or the Village believes that compliance can be achieved without the use of formal measures.
Written notices*	When the municipality's Stormwater Management Officer (SMO) finds that a person has violated a prohibition or failed to meet a requirement of Article II Illicit Discharges, the SMO may order compliance by written notice of violation by certified mail and/or posting of the property to the responsible person as per § 181-25 A of the Local Law.
Citations (and associated fines)	Citations will be issued for failure to comply with a Written Notice or for extreme violations of the Village's construction site stormwater requirements. Penalties for offences are described in § 181-25 B of the Local Law.
Stop work orders	When the Village SMO finds that discharge has taken place or is likely to take place, a Stop Work order may be issued. The persons not complying shall: a) comply with the SMO requirement; b) comply with a time schedule for compliance, and/or; c) take appropriate compliance remedial or preventive action to prevent the violation from recurring.
Withholding of plan approvals or other authorizations affecting the ability to *discharge* to the MS4	The Village has the Authority to withhold plan approvals and other authorizations affecting the ability to discharge to MS4 if above types of enforcement have not resulted in compliance. Regulations with respect to suspension of access to MS4 are described in § 181-21. Suspension of access to MS4 of Local Law.
Additional measures, supported in local legal authorities, such as collecting against the project's bond or directly billing the responsible party to pay for work and materials to correct violations.	Further appropriate actions will be used against a responsible party that fails to comply with previous remedies or to stop discharges, considered to pose an immediate risk to the public or the environment as per § 181-30, § 181-31.
Other	Click or tap here to enter text.

*Efforts to obtain a voluntary correction of deficiencies through informal enforcement, such as verbal warnings or written notices, must not exceed sixty (60) days in duration (from the time of the *MS4 Operator's* initial determination until a return to compliance).

PART IV.F.2: Enforcement Tracking (pg 15)

The MS4 Operator must track instances of non-compliance in the SWMP Plan **within 30 DAYS.** ERP reports are kept on file electronically at Building Department and in the Village Engineer's office. The enforcement case documentation must include, at a minimum, the following:

Date of report	Click or tap here to enter text.
Name of the owner/operator of the facility or site of the violation (can be redacted from the publicly available SWMP Plan);	Click or tap here to enter text.
Location of the *illicit discharge*;	Click or tap here to enter text.
Description of the violation/Nature of the illicit discharge*;	Click or tap here to enter text.
Schedule for returning to compliance;	Click or tap here to enter text.
Description of enforcement response used, including escalated responses if repeat violations occur or violations are not resolved in a timely manner. Follow up actions taken or needed (including response times);	Click or tap here to enter text.
Inspection outcomes and any enforcement taken.	Click or tap here to enter text.
Accompanying documentation of enforcement response (e.g., notices of noncompliance, notices of violations)	Click or tap here to enter text.
Any referrals to different departments or agencies;	Click or tap here to enter text.
Date violation was resolved.	Click or tap here to enter text.

*(Pg 36 of permit): **Documentation** of all monitoring location (outfall) inspections, including any sampling results, using the Monitoring Locations Inspection and Sampling Field Sheet (Appendix D) or equivalent form. **Sampling provisions** may apply to suspect or obvious illicit discharges based on the number and severity of physical indicators present in the flow, to better inform track down procedures. If the source of the illicit discharge is clear and discernable (e.g., sewage), sampling is not necessary. Provisions to **re-inspect** the monitoring location within thirty (30) days if physical indicator is not related to flow or potentially indicative of intermittent or transitory discharges. Initiate track-down if same indicators persist.

Enforcement Response Plan
Construction

NYSDEC GP-0-24-001
Effective Date: July 6, 2024

INSTRUCTIONS FOR USE

Part IV.F of the permit covers **Enforcement Measures & Tracking:**

- The MS4 Operator must develop and implement an Enforcement Response Plan (ERP) clearly outlining actions to be taken for construction violations.
- The ERP must set forth a protocol to address repeat and continuing violations through progressively stricter responses (i.e., escalation of enforcement) as needed to achieve compliance with the terms and conditions of this *SPDES* general permit.
- Instances of non-compliance must be documented in the SWMP Plan. This can be by reference ("refer to inspection reports on-file at building department").

Part VI.D.8 of the permit covers Construction Site Inspections (Pg 34-35):

- Training required to inspect construction sites
- Required documentation of inspection sites
- Required forms for doing inspections

Part VI.D.9 of the permit covers Construction Site Close-out (Pg 35):

- Final Site Inspection requirements
- Notice of Termination requirement

Enforcement Response Plan Construction Sites NYSDEC GP-0-24-001 Effective Date: July 6, 2024		**MS4:** Village of Wesley Hills Report construction stormwater activity at: Villageengineer@wesleyhills.org
Legal Authority: Local Law **Chapter 181** ***Stormwater Management***, **Article I Erosion and Sediment Control** adopted by the Board of Trustees of the Village of Wesley Hills on 5-13-2008 by L.L. No. 1-2008, is hereby equivalent to the NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control (https://ecode360.com/27841496#27841497);		

PURPOSE: PART IV.F.1: Enforcement Response Plan (pg 14)

The MS4 Operator must develop and implement an enforcement response plan (ERP) describing action(s) to be taken for violations enacted for **construction** (Part VI.D). The ERP must set forth a protocol to address repeat and continuing violations through progressively stricter responses (i.e., escalation of enforcement) as needed to achieve compliance with the terms and conditions of this *SPDES* general permit. **The ERP must be documented in the *SWMP Plan***. (note in SWMP where you are keeping ERP reports- "on file electronically at Build Dept").

The ERP must describe how the *MS4 Operator* will use the following types of enforcement responses or combination of responses:

Verbal warnings* (see below)	The Village will pursue compliance with storm water violations through verbal methods (telephone notifications, verbal notices, meetings) whenever reasonable. These methods are appropriate for situations where education is needed, violations do not pose a significant impact to human health or the environment, or the Village believes that compliance can be achieved without the use of formal measures.
Written notices* (see below)	When the municipality's SMO finds that a person has violated a prohibition or failed to meet a requirement of Chapter 181 Stormwater Management, the applicant and developer shall be notified in writing of the nature of the violation and the required corrective actions. No further work shall be conducted except for site stabilization until any violations are corrected and all work previously completed has received approval by the Stormwater Management Officer as per § 181-10-A, 181-12-A of the Local Law.

Citations (and associated fines)	The Village of Wesley Hills may penalize owner/operator for violations of Chapter 181 in accordance with § 181-12-D.
Stop work orders	The Village of Wesley Hills may issue a stop-work order for violations of Chapter 181 in accordance with § 181-12-B.
Withholding of plan approvals or other authorizations affecting the ability to *discharge* to the MS4; and	The Village has the Authority to withhold plan approvals and other authorizations affecting the ability to discharge to MS4 if above types of enforcement have not resulted in compliance. Regulations with respect to suspension of access to MS4 are described in § 181-21. Suspension of access to MS4 of Local Law. Certificate of occupancy may be withheld in accordance with § 181-12-E and F.
Additional measures, supported in local legal authorities, such as collecting against the project's bond or directly billing the responsible party to pay for work and materials to correct violations.	Further appropriate actions will be used against a responsible party that fails to comply with previous remedies or to stop discharges, considered to pose an immediate risk to the public or the environment.
Other	Click or tap here to enter text.

*Efforts to obtain a voluntary correction of deficiencies through informal enforcement, such as verbal warnings or written notices, must not exceed sixty (60) days in duration (from the time of the *MS4 Operator's* initial determination until a return to compliance).

PART IV.F.2: Enforcement Tracking (pg 15)

The MS4 Operator must track instances of non-compliance in the SWMP Plan **within 30 DAYS** (note in SWMP where you are keeping ERP reports- “on file electronically at Build Dept”). The enforcement case documentation must include, at a minimum, the following:

Date of report	Click or tap here to enter text.
Name of the owner/operator of the facility or site of the violation (can be redacted from the publicly available SWMP Plan);	Click or tap here to enter text.
Location of the *construction site*;	Click or tap here to enter text.
Description of the violation/Nature of the complaint;	Click or tap here to enter text.
Schedule for returning to compliance;	Click or tap here to enter text.
Description of enforcement response used, including escalated responses if repeat violations occur or violations are not resolved in a timely manner. Follow up actions taken or needed (including response times);	Click or tap here to enter text.
Inspection outcomes and any enforcement taken;	Click or tap here to enter text.
Accompanying documentation of enforcement response (e.g., notices of noncompliance, notices of violations)	Click or tap here to enter text.
Any referrals to different departments or agencies;	Click or tap here to enter text.
Date violation was resolved.	Click or tap here to enter text.

The MS4 Operator will utilize the Construction Inspection Form provided in Appendix D on the GP-0-24-001 for construction site inspections and in this report.

Part VI.D.8: Construction Site Inspections (Pg 34-35)

The *MS4 Operator* must:

a. Ensure individuals(s) receive, prior to conducting inspections*:	☐ Click or tap here to enter text.
i. Four (4) hours of *Department* endorsed training in proper erosion and sediment control principles from a Soil & Water Conservation District, or other *Department* endorsed entity. This training must be complete, within three (3) years of the EDC and every three (3) years thereafter.*	☐ Click or tap here to enter text.
ii. In the *SWMP Plan*, document and update annually the names, titles, and contact information for the individuals who have received the trainings listed above.	☐ Click or tap here to enter text.
b. Annually inspect all sites with *construction activity* identified in the inventory (Part VI.D.4.) during active construction after the pre-construction meeting (Part VI.D.7.), or sooner if deficiencies are noted that require attention.	☐ Click or tap here to enter text.
i. Follow up to construction site inspections must confirm corrective actions are completed within timeframes established by the CGP and the *MS4 Operator's* ERP (Part IV.F.1.).	☐ Click or tap here to enter text.
c. Document all inspections using the Construction Site Inspection Report Form (Appendix D) or an equivalent form containing the same information. The *MS4 Operator* must include the completed Construction Site Inspection Reports in the *SWMP Plan*.	☐ Click or tap here to enter text.

* Individuals without these trainings cannot inspect construction sites. Individuals who meet the definition of a qualified professional or qualified inspector are exempt from this requirement.

Part VI.D.9: Construction Site Close-out (Pg 35)

The *MS4 Operator* must ensure a final construction site inspection is conducted and documentation of the final construction site inspection must be maintained in the *SWMP Plan*.	☐ Click or tap here to enter text.
The final construction site inspection must be documented using the Construction Site Inspection Report Form (Appendix D), or an equivalent form containing the same information, or accept the construction site owner/operator's *qualified inspector* final inspection certification required by the CGP.	☐ Click or tap here to enter text.
The Notice of Termination (NOT) must be signed by the MS4 Operator as required by the CGP for projects determined to be complete, in accordance with Part X.J (pg 123).	☐ Click or tap here to enter text.

Enforcement Response Plan
Post-Construction

NYSDEC GP-0-24-001
Effective Date: July 6, 2024

INSTRUCTIONS FOR USE

Part IV.F of the permit covers **Enforcement Measures & Tracking:**

- The MS4 Operator must develop and implement an Enforcement Response Plan (ERP) clearly outlining actions to be taken for post-construction violations.
- The ERP must set forth a protocol to address repeat and continuing violations through progressively stricter responses (i.e., escalation of enforcement) as needed to achieve compliance with the terms and conditions of this *SPDES* general permit.
- Instances of non-compliance must be documented in the SWMP Plan. This can be by reference ("refer to inspection reports on-file at building department").

Part VI.E.2 covers Post-Construction SMP Inventory & Inspection Tracking:

- Maintain an inventory of SMPs installed after 2003. See Stormwater Consortium of Rockland County's inventory.

Part VI.E.4 covers the Post-Construction SMP Inspection & Maintenance Program (Pg 37 and 38):

- By January 2025 the MS4 Operator must develop and implement a post-construction SMP inspection and maintenance program.
- The post- construction SMP inspection and maintenance program must be documented in the SWMP
- Training Provisions for the Inspection & Maintenance Program

Enforcement Response Plan **Post-Construction Stormwater Management Practices (SMPs)** NYSDEC GP-0-24-001 Effective Date: July 6, 2024		**MS4:** Village of Wesley Hills Report construction stormwater activity at: Villageengineer@wesleyhills.org
Legal Authority: Local Law **Chapter 181** ***Stormwater Management***, **Article I Erosion and Sediment Control** adopted by the Board of Trustees of the Village of Wesley Hills on 5-13-2008 by L.L. No. 1-2008, is hereby equivalent to the NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control (https://ecode360.com/27841496#27841497);		

PURPOSE: PART IV.F.1: Enforcement Response Plan (pg 14)

The MS4 Operator must develop and implement an enforcement response plan (ERP) describing action(s) to be taken for violations enacted for **construction** (Part VI.D). The ERP must set forth a protocol to address repeat and continuing violations through progressively stricter responses (i.e., escalation of enforcement) as needed to achieve compliance with the terms and conditions of this *SPDES* general permit. **The ERP must be documented in the *SWMP Plan***. (note in SWMP where you are keeping ERP reports- "on file electronically at Build Dept").

The ERP must describe how the *MS4 Operator* will use the following types of enforcement responses or combination of responses:

Verbal warnings* (see below)	The Village will pursue compliance with storm water violations through verbal methods (telephone notifications, verbal notices, meetings) whenever reasonable. These methods are appropriate for situations where education is needed, violations do not pose a significant impact to human health or the environment, or the Village believes that compliance can be achieved without the use of formal measures.
Written notices* (see below)	When the municipality's SMO finds that an owner/operator has violated a prohibition or failed to meet a requirement of Chapter 181 Stormwater Management and Erosion and Sediment Control, the owner/operator shall be notified in writing of the nature of the violation and the required corrective actions.
Citations (and associated fines)	Citations will be issued for failure to comply with a Written Notice or for extreme violations of the Village's construction site stormwater requirements.

	Penalties for offences are described in § 181-12 D of the Local Law.
Stop work orders	Not applicable for post-construction.
Withholding of plan approvals or other authorizations affecting the ability to *discharge* to the MS4; and	Not applicable for post-construction.
Additional measures, supported in local legal authorities, such as collecting against the project's bond or directly billing the responsible party to pay for work and materials to correct violations.	Further appropriate actions will be used against a responsible party that fails to comply with Chapter 181, considered to pose an immediate risk to the public or the environment as per § 181-21.
Other	Click or tap here to enter text.

*Efforts to obtain a voluntary correction of deficiencies through informal enforcement, such as verbal warnings or written notices, must not exceed sixty (60) days in duration (from the time of the *MS4 Operator's* initial determination until a return to compliance).

PART IV.F.2: Enforcement Tracking (pg 15)

The MS4 Operator must track instances of non-compliance in the SWMP Plan **within 30 DAYS** (note in SWMP where you are keeping ERP reports- "on file electronically at Build Dept"). The enforcement case documentation must include, at a minimum, the following:

Date of report	Click or tap here to enter text.
Name of the owner/operator of the facility or site of the violation (can be redacted from the publicly available SWMP Plan);	Click or tap here to enter text.
Location of the *post-construction site*;	Click or tap here to enter text.
Description of the violation/Nature of the complaint;	Click or tap here to enter text.
Schedule for returning to compliance;	Click or tap here to enter text.
Description of enforcement response used, including escalated responses if repeat violations occur or violations are not resolved in a timely manner. Follow up actions taken or needed (including response times);	Click or tap here to enter text.
Inspection outcomes and any enforcement taken;	Click or tap here to enter text.
Accompanying documentation of enforcement response (e.g., notices of noncompliance, notices of violations)	Click or tap here to enter text.
Any referrals to different departments or agencies;	Click or tap here to enter text.
Date violation was resolved.	Click or tap here to enter text.

Part VI.E.2: Post-Construction SMP Inventory & Inspection Tracking

Maintain an inventory of SMPs installed after 2003. See Stormwater Consortium of Rockland County's inventory.

Part VI.E.4: Post-Construction SMP Inspection & Maintenance Program (Pg 37 and 38)

Within one (1) year of the EDC, the *MS4 Operator* must *develop* and implement a post-construction *SMP* inspection and maintenance program. The post- construction *SMP* inspection and maintenance program must be documented in the *SWMP Plan* specifying:

a. The post-construction *SMP* inspection and maintenance procedures including:
    i. Provisions to ensure that each post-construction *SMP* identified in the post-construction *SMP* inventory (Part VI.E.2.) is inspected at the frequency specified in the NYS DEC Maintenance Guidance 2017 or as specified in the O&M plan contained in the approved SWPPP (Part VI.D.6.), if available;
        1. The *MS4 Operator* can only accept Level 1 inspections (NYS DEC Maintenance Guidance 2017) by private owners inspecting post- construction *SMPs*.
    ii. Documentation of post-construction *SMP* inspections using the Post-Construction SMP Inspection Checklist[30] or an equivalent form containing the same information. The *MS4 Operator* must include the completed post- construction *SMP* inspections (i.e., the completed Post-Construction SMP Inspection Checklist) in the *SWMP Plan*;
    iii. Annual inspections are required to be submitted to the Village Clerk by November 30th of each fiscal year.
    iv. Provisions to initiate follow-up actions (i.e., maintenance, repair, or higher- level inspection) within thirty (30) days of post-construction *SMP* inspection; and
    v. Provisions to initiate enforcement within sixty (60) days of the inspection if follow-up actions are not complete

[30] The *Department* developed checklist forms specific to each post-construction *SMP* designed to assist *MS4 Operators* in conducting inspections and maintenance activities of standard practices. The Post-Construction SMP Inspection Checklist, March 31, 2017, can be found on the Department's website

Training and Procedures: Post-Construction SMP Inspection & Maintenance Program (Pg 37)

a. The training provisions for the MS4 Operator's post-construction *SMP* inspection and maintenance procedures (Part VI.E.4.a.):

If new staff are added, training on the MS4 Operator's post-construction *SMP* inspection and maintenance procedures (Part VI.E.4.a.) and procedures outlined in the *Department* endorsed program must be given prior to conducting any post-construction *SMP* inspection and maintenance;	Click or tap here to enter text.
For existing staff, training on the *MS4 Operator*'s post-construction *SMP* inspection and maintenance procedures (Part VI.E.4.a.) and procedures outlined in the *Department* endorsed program must be given prior to conducting any post-construction *SMP* inspection and maintenance and once every five (5) years, thereafter; and	Click or tap here to enter text.
If the post-construction *SMP* inspection and maintenance procedures (Part VI.E.4.a.) are updated (Part VI.E.4.d.), training on the updates must be given to all staff prior to conducting post-construction *SMP* inspection and maintenance	Click or tap here to enter text.

b. The names, titles, and contact information for the individuals who have received post-construction SMP inspection and maintenance procedures training and update annually; and

Click or tap here to enter text.

c. Annually, by April 1, the *MS4 Operator* must:
    i. Review and update the post-construction *SMP* inspection and maintenance procedures (Part VI.E.4.a.); and
    ii. Document the completion of this requirement in the *SWMP Plan*.

NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF WATER

Department of Environmental Conservation

New York State Department of Environmental Conservation

Construction Site Inspection Report for SPDES MS4 General Permit GP-0-24-001

Project Name:		Date:	
Project Location:		Weather:	
Permit # (if any): **NYR**	Contacted: ☐Yes ☐No	Entry Time:	Exit Time:
Name of SPDES Permittee:		Inspection Type:	☐NOT ☐ Complaint
Phone Number(s):			☐ Compliance ☐ Referral
On-site Representative(s) and Company(s):		MS4 Operator Name:	
		MS4 Permit ID: NYR20A	

SPDES Authority

	Yes	No	N/A		Citation
1.	☐	☐	☐	Does the project have permit coverage?	GP-0-20-001: I.A & II. B
2.	☐	☐	☐	Is a copy of the NOI and Acknowledgment Letter available on site and accessible for viewing?	GP-0-20-001: II.D.2
3.	☐	☐	☐	Is a copy of the MS4 SWPPP Acceptance Form available on site and accessible for viewing?	GP-0-20-001: II.D.2
4.	☐	☐	☐	Is an up-to-date copy of the signed SWPPP retained at the construction site?	GP-0-20-001: II.D.2. & III.A.4
5.	☐	☐	☐	Is a copy of the SPDES General Permit retained at the construction site?	GP-0-20-001: II.D.2
6.	☐	☐	☐	Does the NOI accurately report the number of acres to be disturbed?	GP-0-20-001: II.B.4

SWPPP Content

	Yes	No	N/A		Citation
7.	☐	☐	☐	Does the SWPPP describe and identify the erosion and sediment control measures to be employed?	GP-0-20-001: III.B.1.e
8.	☐	☐	☐	Does the SWPPP provide an inspection schedule and maintenance requirements for the E&SC measures?	GP-0-20-001: III.B.1.i
9.	☐	☐	☐	Does the SWPPP describe and identify the stormwater management practices to be employed?	GP-0-20-001: III.B.2
10.	☐	☐	☐	Does the SWPPP identify the contractor(s) and subcontractor(s) responsible for each measure?	GP-0-20-001: III.A.6
11.	☐	☐	☐	Does the SWPPP identify at least one trained individual from each contractor(s) and subcontractor(s) companies?	GP-0-20-001: III.A.6
12.	☐	☐	☐	Does the SWPPP include all the necessary Contractor Certification Statements and signatures?	GP-0-20-001: III.A.6
13.	☐	☐	☐	Is the SWPPP signed by the permittee?	GP-0-20-001: VII.H.2
14.	☐	☐	☐	Is the SWPPP prepared by a qualified professional (if post-construction stormwater management required)?	GP-0-20-001: III.A.3
15.	☐	☐	☐	Do the SMPs conform to the Enhanced Phosphorus Removal Standards (projects in TMDL watersheds)?	GP-0-20-001: III.B.3

Recordkeeping

	Yes	No	N/A		Citation
16.	☐	☐	☐	Are self-inspections performed as required by the permit (weekly, or twice weekly for >5 acres disturbed)?	GP-0-20-001:IV.C.2.a. & b
17.	☐	☐	☐	Are the self-inspections performed and signed by a qualified inspector and retained on site?	GP-0-20-001:II.C.2.,IV.C.6 & VII.H.3
18.	☐	☐	☐	Do the qualified inspector's reports include the minimum reporting requirements?	GP-0-20-001: IV.C.4
19.	☐	☐	☐	Do inspection reports identify corrective measures that have not been implemented or are recurring?	GP-0-20-001: IV.C.5

Visual Observations

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

Water Quality Observations

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

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

Describe any other water quality standards or permit violations:

Additional Comments:

☐ Photographs attached

Overall Inspection Rating: ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory	
Name/Agency of Lead Inspector:	Signature of Lead Inspector:
Names/Agencies of Other Inspectors:	

Appendix G

Prevention of illicit discharges

(VI.A.1.d.)

Stormwater Pollution

The contamination of stormwater negatively impacts our lakes, rivers, wetlands, and other water bodies. Nutrients like phosphorus and nitrogen can lead to excessive algae growth and oxygen depletion. Hazardous substances from vehicles and improper use of pesticides, herbicides, and fertilizers pose a threat to water quality and can harm fish and other aquatic life. Bacteria from animal waste and improper connections between sanitary sewers and storm sewer systems can render lakes and waterways unsafe for activities such as wading, swimming, and fish consumption. Additionally, eroded soil is considered a pollutant as it diminishes water clarity and disrupts the habitats of fish and plant life.

In our community, unauthorized non-stormwater discharges into the MS4 (Municipal Separate Storm Sewer System) are strictly prohibited as they are deemed illicit. However, there are certain exceptions to this rule. **Discharges from firefighting activities are authorized** when the events are emergencies/unplanned. *Discharges that are significant sources of pollutants, like sanitary connections to storm sewers, illegal dumping, and spills that find their way into the storm sewer system, are considered illicit practices that must be avoided*

For More Info on Stormwater and illicit discharge please visit:
https://dec.ny.gov/environmental-protection/water/water-quality/stormwater

To report an illicit discharge, please contact:

Village of Wesley Hills

Village Mayor: Marshall Katz

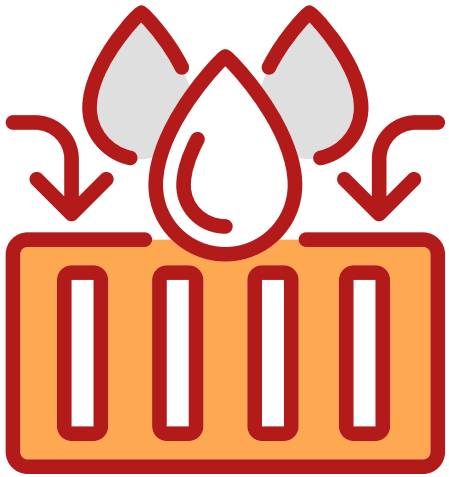
Report Illicit Discharges to:

villageengineer@wesleyhills.org

Cornell Cooperative Extension | Rockland County

ILLICIT STORMWATER DISCHARGES:

IDENTIFYING AND PREVENTING STORMWATER POLLUTION IN YOUR NEIGHBORHOOD



Cornell Cooperative Extension of Rockland

RocklandCCE.org

What is an illicit Discharge?

An illicit (illegal) discharge occurs when any substance other than stormwater is released into a municipal storm sewer system, including storm drains, pipes, and ditches. Pollutants enter storm sewer systems through various preventable means, such as the improper connection of waste pipes to stormwater pipes by companies or residences, as well as the disposal of different types of waste into storm drain inlets by individuals. It is important to note that disposing of anything other than stormwater into storm sewers is illegal!

Things you can do to help water quality

- Never dump anything down storm drains
- Use lawn and garden chemicals sparingly; sweep up any excess from driveways, sidewalks, and roads
- Repair vehicle leaks; cover spilled fluids with kitty litter then sweep into household waste
- Pick up after your pet and dispose of it properly
- Control soil erosion on your property by planting ground cover and stabilizing erosion-prone areas
- Keep grass clippings, leaves, litter, and debris out of street gutters and storm drains
- Direct downspouts onto grassy areas away from paved surfaces
- Use a commercial car wash or wash your vehicle on the grass instead of the driveway
- Dispose of used oil, antifreeze, paints and other household chemicals in an approved manner

If you see/smell something, say something!

Sewage coming out of outfalls is detrimental to our environment and public health. Not only does it contaminate our water bodies, but it also poses serious risks to aquatic life and can lead to the spread of harmful pathogens.

Appendix H

Inventory of construction sites and post-construction SMPs (VI.D.4.a., VI.E.2.e.)

		Construction Site Inventory & Inspection Tracking (Part VI.D.4-pg 31-32) Due 6 months EDC (July 2024) Construction Site Prioritization (Part VI.D.5-pg 32) Due 1 year EDC (January 2025)										
ProgramID (SPDES ID Number)	FacilityName	STATUS (active, temporarily shut down, complete) pg 32 Write in SWMP how meeting definitions	SWPPP Approval Date (pg 31)	High Priority Construction Site (pg 31-32) -Prioritize new sites within 30 days -Update priority inventory annually & document in SWMP	Reason for High Priority (pg 31-32)	Owner/Operator (pg 31) SEE NYSDEC NOI	Receiving Waterbody Name Provided in NOI Database ("WaterbodyName")	Waterbody Class See Definitions Tab	Waterbody WI/PWL Segment ID See Definitions Tab	Inspection History (Dates, ratings- Satisfactory, Marginal, Unsatisfactory) (pg. 31) Refer to Construction Site Inspections (Part VI.D.8.e pg 35): Document all inspections using the Construction Site Inspection Report Form (App D) or equiv. Has these ratings on it	Contractors 4-Hour training card (name, title, contact info, expiration date) Update Annually Document in SWMP annually (Part VI.D.8.d. pg 35)	Final Site Inspection -Use Construction site Inspection Form (App D) or equiv -Document in SWMP -Sign NOT Part VI.D.9.a-b. (pg 35)
NYR11L234	Holzberg	Active	5/10/2023	No	n/a	Basya Holzberg	Mahwah River	B	1501-0035			n/a
NYR11L331	32, 34 & 36 Powder Horn Drive	Active	6/7/2023	No	n/a	Mark Silber	Tributary to the Mahwah River	B	1501-0035			n/a
NYR11I484	1 East Lane Subdivision	Active	7/9/2021	No	n/a	Yaakov Spaeth	Mahwah River	C	1501-0035			n/a
NYR10W861	ZAKARIN	Active- ESC Only	3/12/2013	No	n/a	SHIMON GALANDAUEI	WILLOW TREE BROOK	C	1501-0035			n/a
NYR11K783	231 McNamara Road Subdivision	Active-SMP	2/1/2023	No	n/a	Lori Zarour	Tributary to the Minisceongo Creek	C	1301-0090			n/a
NYR11J236	15 & 17 Judith Lane	Active	1/12/2022	No	n/a	Leah Rieder	Mahwah River	C	1501-0035			n/a
NYR11M782	191 Grandview Avenue	Not active	5/15/2024	No	n/a	Greystone Lexington Terrace Realty, LLC	Mahwah River	C	1501-0036			n/a
NYR11K670	15 Terrace Rd/Proposed Residential Subdivision	Active-SMP	2022	No	n/a	Raymond Hedaya	wetlands and municipal conveyance systen	n/a	n/a			n/a
NYR11Q090	43 Rockwood Lane	Active- ESC Only	9/17/2025	No	n/a	Mordechai M. Schwab	wetlands and municipal conveyance systen	n/a	n/a			n/a
NYR11Q268	24 Rockwood Lane	Active- ESC Only	10/29/2025	No	n/a	Eli Glassman	wetlands and municipal conveyance systen	n/a	n/a			n/a
NYR11Q388	37 Rockwood Lane	Active- ESC Only	11/27/2025	No	n/a	Maier Arm	wetlands and municipal conveyance systen	n/a	n/a			n/a
NYR11Q484	15 Terrace Road, LLC., Lot no 4 (17 Jeremy Court)	Active- ESC Only	12/24/2025	No	n/a	Lowinger Joshua	wetlands and municipal conveyance systen	n/a	n/a			n/a
NYR11Q485	15 Terrace Road, LLC., Lot no. 12 (18 Rockwood Lan	Active- ESC Only	12/24/2025	No	n/a	Kamran Amona	wetlands and municipal conveyance systen	n/a	n/a			n/a
NYR11P918	6 Jeremy Ct	Active- ESC Only	8/8/2025	No	n/a	Zev Westreich	wetlands and municipal conveyance systen	n/a	n/a			n/a
NYR11P987	Potash Residence (25 Rockwood Lane)	Active- ESC Only	8/25/2025	No	n/a	Moshe Potash	wetlands and municipal conveyance systen	n/a	n/a			n/a

			Post-Construction SMP Inventory & Inspection tracking (Part VI.E.2 pg 36) Maintain inventory of SMPs installed since March 2003 (previous permit requirement). Within 5 Years of EDC (JANUARY 2029) include this info in the inventory														
ProgramID (SPDES ID Number)	FacilityName	STATUS (active, temporarily shut down, complete) pg 32 Write in SWMP how meeting definitions	PREVIOUS PERMIT REQUIREMENT Location (Provided in NOI)	PREVIOUS PERMIT REQUIREMENT Type (pg 36) as described in the NYSDEC Stormwater Maintenance Guidance	Receiving Waterbody Name (pg 36) Provided in NOI Database ("WaterbodyName")	Waterbody Class See Definitions Tab (pg 36)	Waterbody WI/PWL Segment ID See Definitions Tab (pg 36)	Date of Installation (if available) or Discovery (pg 36)	Ownership (pg 36) SEE NYSDEC NOI	Responsible Party for Maintenance (pg 36)	Contact info for party responsible for maintenance (pg 37)	O&M Location and Legal Agreements (pg 37)	PREVIOUS PERMIT REQUIREMENT Frequency for Inspection (pg 37) as described in the NYSDEC Stormwater Maintenance Guidance	Reason for Installation, if known. (Retrofit, flood control, redevelopment, new development, etc) In NOI Database ("NatureOfProject")	PREVIOUS PERMIT REQUIREMENT Date of last Inspection (pg 37)	PREVIOUS PERMIT REQUIREMENT Inspection Results (pg 37) Document how tracking in SWMP Plan	Corrective Actions Identified and Completed (pg 37)
NYR10Y589	RAKOWER	Complete- ESC	61 EAST WILLOW TREE ROAD	Dry Well (I-3)	Minisceongo Creek	C	1301-0090	2018	Dov Rakower	Dov Rakower	dov@tamrak.net, 347-996-1260		Not required	New Construction	Not required	Not required	
NYR11B560	North Wesley Hills Estates	Complete- SMP	126 & 132 East Willow Tree Road	Underground Infiltration System (I-4)	Mahwah tributary Number Three	C	1501-0035	2019	North Wesley Hills Estates, LL	North Wesley Hills Estates Home Owners Association, Inc.	Yaakov Spaeth, yaakov@pomonaenterprises.com 845-222-1183		Annually	New Construction	On file at Building Department	On file at Building Department	
NYR10Y538	LEVINSON RESIDENCE	Complete- ESC	2 WILDER ROAD	Dry Well (I-3)	MAHWAH TRIBUTARY NO. THREE	C	1501-0035	2017	Sam Levinson	Sam Levinson	levcapital@aol.com, 917-209-7380		Not required	Redevelopment With No Increase In Impervious area	Not required	Not required	
NYR11C213	BELMAR ESTATES LOT 2	Complete- SMP	5 BELMAR COURT	Underground Infiltration System (I-4)	MAHWAH RIVER	C	1501-0035	2019	Joseph Farkas	Joseph Farkas	jjfarkas@gmail.com, 914-804-5622		Not required	Redevelopment with increase in impervious area	Not required	Not required	
NYR10N730	The Willows	Complete- SMP	NYS ROUTE 306 near EAST WILLOW TREE ROAD	Infiltration Basin				2011	HOA	HOA			Predates inspeciton requiremetns. In the process of re-establishing HOA.		Predates inspeciton requiremetns. In the process of re-establishing HOA.	Predates inspeciton requiremetns. In the process of re-establishing HOA.	

Appendix I

Construction oversight program and Post-construction inspection and maintenance program

(VI.D.3.a and VI.E.4.)

Construction Oversight Procedures (Part VI.D.3.a.) (pg. 30) and Post-Construction SMP Inspection and Maintenance Procedures (Part VI.E.4.a.) (pg. 37)

- **Annually, by April 1**, the MS4 Operator must review and update (if needed) the *Construction Oversight Procedures* and the *Post-Construction SMP Inspection and Maintenance Procedures*. **Document the completion in the SWMP.**
- **Annually,** the names, titles, and contact information for the individuals who have received *Construction Oversight Procedures* and *Post-Construction SMP Inspection and Maintenance Procedures* must be updated. **Document the completion in the SWMP.**
- If new staff are added, **training** on the *Construction Oversight Procedures* must be given prior to conducting any construction oversight activities; For Post-Construction, training on the MS4 Operator's *Post-Construction SMP Inspection and Maintenance Procedures* must be given prior to conducting any post-construction SMP inspection and maintenance.
- For existing staff, **training** on the *Construction Oversight Procedures* must be given prior to conducting any construction oversight activities and once every five (5) years thereafter, For Post-Construction, training on the MS4 Operator's *Post-Construction SMP Inspection and Maintenance Procedures* must be given prior to conducting any post-construction SMP inspection and maintenance and once every five (5) years, thereafter.
- If the *Construction Oversight Procedures* and *Post-Construction SMP Inspection and Maintenance Procedures* are updated, training on the updates must be given to all staff prior to conducting construction oversight, post-construction inspection and maintenance.
- Procedures to ensure those involved in the construction activity itself (Contractors) have received 4-Hour Training (the procedures are outlined on the SCRC SWPPP Checklist and will be discussed at pre-construction meeting). **Annually update the names, titles, and contact information for the individuals who have received the trainings in the SWMP.**
- Ensure all *MS4* Construction Site Inspectors receive 4-Hour Training[1] prior to conducting construction site inspections. **Annually update the names, titles, and contact information for the individuals who have received the training in the SWMP.**
- **Annually, update the Post-Construction Inventory**.
- **By January 2027** Construction Sites must be mapped.
- **By January 2027** Post-Construction SMPs (Publicly-owned) must be mapped.
- **By January 2029** Post-Construction SMPs (Privately-owned that discharge to the MS4) must be mapped.

[1] Four (4) hours of Department-endorsed training in proper Erosion and Sediment Control principles from a Soil & Water Conservation District, or other Department-endorsed entity. Training must be completed within 3 years of the EDC (January 2024) and every 3 years thereafter. Individuals who meet the definition of a *qualified professional* or *qualified inspector* are exempt from this requirement.

MCM 4 - Construction Oversight Program

The Village has a local law for erosion and sediment control **Chapter 181 *Stormwater Management***, **Article I Erosion and Sediment Control** adopted by the Board of Trustees of the Village of Wesley Hills on 5-13-2008 by L.L. No. 1-2008, is hereby equivalent to the NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control (https://ecode360.com/27841496#27841497). Additionally, the Village's **Enforcement Response Plan** sets forth a protocol to address repeat and continuing violations through progressively stricter responses.

As per GP-0-24-001, Part VI.D.3.a (pg. 30), the construction oversight program must be documented in the SWMP Plan specifying the construction oversight procedures including:

i. When the construction site stormwater control program applies (Part VI.D.1.):

The construction site stormwater control program applies when the project results in a total land disturbance of greater than or equal to one acre; or disturbs less than one acre if part of a larger common plan of development or sale as required by Part VI.D.1

ii. What types of construction activity require a SWPPP:

The project resulting in a total land disturbance of greater than or equal to one acre; or disturbs less than one acre if part of a larger common plan of development or sale require SWPPP.

iii. The procedures for submission of SWPPPs:

SWPPP shall be submitted by Applicant to the Village Planning Board as a part of the Site Plan application. SWPPP shall be reviewed by the Village Engineer and shall meet requirements of GP-0-20-001 (GP-0-25-001, effective January 29, 2025).

When reviewing plans, the reviewer will refer to the current General Permit for Construction Activity, MS4 Permit and current NYS DEC Stormwater Management Design Manual.

iv. SWPPP review requirements (Part VI.D.6.):

Refer to Part VI.D.6. of MS4 Permit requirements (pg. 33).

v. Pre-construction oversight requirements (Part VI.D.7.):

Refer to Part VI.D.7. of MS4 Permit requirements (pg. 34).

vi. Construction site inspection requirements (Part VI.D.8.):

Refer to Part VI.D.8. of MS4 Permit requirements (pg. 34-35) and the Enforcement Response Plan. Construction site inspection requirements shall be discussed at pre-construction meeting.

vii. Construction site close-out requirements (Part VI.D.9.):

Refer to Part VI.D.9. of MS4 Permit requirements (pg. 35) and the Enforcement Response Plan. Construction site close-out requirements shall be discussed at pre-construction meeting.

viii. Enforcement process/expectations for compliance:

Enforcement process/expectations for compliance will be reviewed at Pre-Construction meeting. Enforcement process is outlined in the Enforcement Response Plan.

ix. Other procedures associated with the control of stormwater runoff from applicable construction activities.

Other procedures associated with the control of stormwater runoff from applicable construction activities are found in local law for erosion and sediment control ***Chapter 181 Stormwater Management, Article I Erosion and Sediment Control****, stormwater consortium construction brochure, and are outlined in the Enforcement Response Plans.*

MCM 5 - Post-Construction SMP Inspection and Maintenance Procedures

The Village has a local law for maintenance, inspection and repair of facilities after construction under **Chapter 181 *Stormwater Management*, Article I Erosion and Sediment Control** adopted by the Board of Trustees of the Village of Wesley Hills on 5-13-2008 by L.L. No. 1-2008, is hereby equivalent to the NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control (https://ecode360.com/27841496#27841497). Additionally, the Enforcement Response Plan sets forth a protocol to address repeat and continuing violations through progressively stricter responses.

As per Part VI.E., the MS4 Operator must develop, implement, and enforce a program to ensure proper operation and maintenance of post construction SMPs for new or redeveloped sites. This MCM is designed to promote the long-term performance of post-construction SMPs in removing pollutants from stormwater runoff.

1. Post-Construction *SMPs* required to be listed on the Post-Construction Inventory (as per VI.E):

- Post-construction *SMPs* that have been installed as part of any CGP covered construction site or individual *SPDES* permit (since March 10, 2003);
- All new post-construction *SMPs* constructed as part of the construction site *stormwater* runoff control program (Part VI.D.).
- Add SMPs to the Post-Construction Inventory as they are approved or discovered, or
- After the owner/operator of the *construction activity* has filed the Notice of Termination with the *Department* (Part VI.D.9.b.).

Post-Construction SMP Inventory will be updated **annually** or as needed. Stormwater Consortium will strive to do this collaboratively.

2. Post-Construction *SMP* Inspection & Maintenance Program procedures:

- Each Post-Construction SMP identified in the post-construction SMP inventory (Part VI.E.2.) will be inspected at the frequency specified in the NYS DEC Maintenance Guidance 2017 or as specified in the O&M plan contained in the approved SWPPP (Part VI.D.6.), if available;
- All annual post-construction SMP inspections will be due on November 30st. Village Clerk will issue inspection notice to the private owners reminding them of the post-construction maintenance requirement on or about April 1st.
- Post-construction SMP inspections will be documented using the Post-Construction SMP Inspection Checklist or an equivalent form containing the same information.
- The MS4 Operator can only accept **Level 1 inspections** on the SMP Inspection Checklist by private owners inspecting post-construction SMPs.
- When a follow-up inspection is required (i.e., maintenance, repair, or higher level inspection) it shall be performed **within thirty (30) days** of initial inspection.
- If follow-up actions are not complete **within sixty (60) days** of the initial inspection, the provisions outlined in the Enforcement Plan will be implemented.

- All inspection records will be maintained on file electronically as a part of SWMP and will be available for public review upon request.

The above requirements will be reviewed with owner and contractor during pre-construction meeting.

2024 MS4 General Permit (GP-0-24-001) Fact Sheet (pg 40)
The final GP-0-24-001 expands upon this by specifying that, for practices where an associated SWPPP is not on file, MS4 Operators must follow the frequencies outlined in the NYS DEC Maintenance Guidance 2017. This change was made in response to public feedback received during the draft GP-0-17-002 public comment period, and the MS4 Stakeholder Workgroup, which expressed the concern that older practices installed prior to the adoption of the local law for erosion and sediment control often contain limited information on file, including the original project SWPPP. Using the NYS DEC Maintenance Guidance 2017 to complete inspections satisfies the Phase II Remand Rule and allows the MS4 Operators to reduce the discharge of pollutants to the MEP.

Annually, the names, titles, and contact information for the individuals who have received ***Construction Oversight Procedures,*** *the* ***Post-Construction SMP Inspection and Maintenance Procedures*** and the ***MS4*** **Construction Site Inspectors who have received 4-Hour Training**[1] must be updated. **Document the completion in the SWMP Plan.**

Construction Oversight Procedures:

NAME	TITLE	CONTACT INFO
Mark Walton	Inspector	(845) 266-6441
Kevin Costabile	Inspector	(845) 266-6441
David Smith	Inspector	(845) 266-6441
Matthew Raquet	Staff Engineer	(845) 266-6441
Sylvia Murray	Staff Engineer	(845) 266-6441
Michael Scarangella	Staff Engineer	(845) 266-6441
Glenn McCreedy	P.E.	(845) 266-6441
Stuart Strow	P.E.	(845) 266-6441
Alena Guckian	P.E.	(845) 266-6441

Post-Construction SMP Inspection and Maintenance Procedures:

NAME	TITLE	CONTACT INFO
Mark Walton	Inspector	(845) 266-6441
Kevin Costabile	Inspector	(845) 266-6441
David Smith	Inspector	(845) 266-6441
Matthew Raquet	Staff Engineer	(845) 266-6441
Sylvia Murray	Staff Engineer	(845) 266-6441
Michael Scarangella	Staff Engineer	(845) 266-6441
Glenn McCreedy	P.E.	(845) 266-6441
Stuart Strow	P.E.	(845) 266-6441
Alena Guckian	P.E.	(845) 266-6441

MS4 Construction Site Inspectors who have received 4-Hour Training in proper erosion and sediment control principles:

NAME	TITLE	CONTACT INFO
Mark Walton	Inspector	(845) 266-6441
Kevin Costabile	Inspector	(845) 266-6441
David Smith	Inspector	(845) 266-6441
Matthew Raquet	Staff Engineer	(845) 266-6441
Sylvia Murray	Staff Engineer	(845) 266-6441
Michael Scarangella	Staff Engineer	(845) 266-6441

Individuals responsible for reviewing SWPPP acceptance who have received 4-Hour Training:

NAME	TITLE	CONTACT INFO
Glenn McCreedy	P.E.	(845) 266-6441
Stuart Strow	P.E.	(845) 266-6441
Alena Guckian	P.E.	(845) 266-6441

[1] Four (4) hours of Department-endorsed training in proper Erosion and Sediment Control principles from a Soil & Water Conservation District, or other Department-endorsed entity. Training must be completed within 3 years of the EDC (January 2024) and every 3 years thereafter. Individuals who meet the definition of a *qualified professional* or *qualified inspector* are exempt from this requirement.

Minimum Measure 5, Post-Construction Inspection Report letter

Date

Owner/Operator
Or HOA Address

RE: (Location)
Post-Construction Stormwater Management Practice inspection reports

Dear Owner/Operator:

The Village of Wesley Hills is a NYS Department of Environmental Conservation regulated Municipal Separate Storm Sewer System (MS4) community. Per NYSDEC regulations[1] the Village is required to implement a Post-Construction Stormwater Management Practice (SMP) inspection and maintenance program with the purpose to ensure the long-term performance of SMPs.

Our records indicate that applicable SMP has been installed on-site and require annual inspection and maintenance:

- XXXXXX
- XXXXXX

Please forward to our attention an inspection report documented using the Stormwater Management Practices Inspection Checklist[2], an equivalent form or forms previously approved by the Village. All annual reports are due November 30, 2025.

We highly recommend that you conduct the inspection well in advance of the due date in order to conduct any necessary corrective actions that may be triggered by the initial inspection. All deficiencies noted should be documented with corrective actions prior to submission to the Village.

Any deficiencies noted and not corrected in an annual inspection report submitted will be required to be mitigated within 30 calendar days. Failure to mitigate any deficiencies will result in enforcement proceedings.

The Village appreciates your cooperation in complying with the NYSDEC's new stormwater permit requirements.

Sincerely yours,
Village Engineer

[1] NYSDEC Stormwater Discharges from Municipal Separate Storm Sewer Systems Permit, GP-0-24-001
Part VI.E.4: Post-Construction Stormwater Management Practice (SMP) inspection and maintenance program
Part VI.E.1: Applicable SMP.
[2] Stormwater Management Practices Inspection Checklist is available at NYSDEC's Construction Stormwater Toolbox at this link https://dec.ny.gov/environmental-protection/water/water-quality/stormwater/construction-stormwater-toolbox

NYSDEC MS4 PERMIT 0-24-001
SCRC SWPPP Checklist (for applicable sites):

The following shall be available when reviewing Construction projects for *applicable* sites and when conducting a Pre-Construction meeting:

- NYSDEC MS4 Permit GP-0-24-001. Relative requirements can be found on pages 29-35.
- SCRC SWPPP Checklist (for NYSDEC MS4 Permit compliance)
- NYSDEC Construction Inspection Form (MS4 permit, Appendix D)
- Village of Wesley Hills Enforcement Response Plan for Construction
- Village of Wesley Hills Enforcement Response Plan for Post-Construction
- Applicant's NYSDEC NOI form or NYSDEC NOI Database to fill in the Construction and Post-Construction Inventories.

SWPPP Review Checklist:

1. Has the SWPPP reviewer received current 4-Hour Training[1]? Individuals who have not received this training cannot review the SWPPP. Annually update in SWMP.

2. Review all SWPPPs for conformance with requirements of NYSDEC Construction General Permit (CGP), and Part VI.D.6 of the MS4 Permit (SWPPP Review, pg. 33).

3. Is this a Priority Construction Site (Part VI.D. 5) (pg. 32)? Review criteria to self-verify. See CCE's Stormwater & Water Quality Interactive Map for assistance.

4. Request SWPPP in Electronic format (showing all post-construction practices in electronic format).

5. NYSDEC MS4 SWPPP Acceptance Form (Issued by the Town/Village):

6. Permanent Catch-Basin stamping with 'DO NOT DUMP' installed. Codify your municipal detail.

[1] Four (4) hours of Department-endorsed training in proper Erosion and Sediment Control principles from a Soil & Water Conservation District, or other Department-endorsed entity. Training must be completed within 3 years of the EDC (January 2024) and every 3 years thereafter. Individuals who meet the definition of a *qualified professional* or *qualified inspector* are exempt from this requirement.

Pre-Construction Meeting:

Date of meeting:

Ask contractors to bring:

- The NYSDEC Notice of Intent completed and signed (to fill in Construction/Post-Construction Inventory).
- Qualified Inspector's proof of current 4-Hour Training.

Required attendance:

1. The MS4 Operator(fill in name):
2. The owner/operator listed on the NYSDEC NOI Database. Fill in name:
3. The contractor(s) responsible for implementing the SWPPP for the construction activity (fill in name):
4. The Qualified Inspector (if required for the construction activity by Part IV.C. the CGP) (fill in name):
    - Confirm the project site received coverage under the CGP or an individual SPDES permit. Copy of the NYSDEC Notice of Intent completed and signed.
    - Have contractors and subcontractors identified at least one individual that has received current 4-Hour Training as required by the CGP and the NYSDEC MS4 Permit?
    - Review the Construction Oversight Program (Part VI.D.3.) (pg.30) (see Oversight Program in the Storm Water Management Plan) and expectations for compliance.
    - Update Construction/Post-Construction Site Inventories.

Pre-Construction Meeting: Construction/Post-Construction Site Inventory (Refer to NOI):

- Complete the **Construction** Site Inventory (use completed NOI or database). Is this a priority site (Part VI.D. 5)(pg 32)? What makes it a priority site?
- Complete the **Post-Construction** Site Inventory (use completed NOI or database). The SWPPP must include an O&M plan that includes inspection and maintenance schedules and actions to ensure continuous and effective operation of each post-construction SMP. The SWPPP must identify the entity that will be responsible for the long-term operation and maintenance of each practice.

Pre-Construction Meeting: Construction and Post-Construction Inspections:

1. The MS4 has local laws for erosion and sediment control **Chapter 181 *Stormwater Management*, Article I Erosion and Sediment Control:** https://ecode360.com/27841496#27841497.
2. The MS4 Operator must develop and implement an **Enforcement Response Plan (ERP)** for Construction and Post-Construction clearly outlining actions to be taken for violations. The ERPs must set forth a protocol to address repeat and continuing violations through progressively stricter responses (i.e., escalation of enforcement) as needed to achieve compliance with the terms and conditions of the NYSDEC's MS4 SPDES general permit. **Review Enforcement Response Plans**.

3. Attach Stormwater Consortium Erosion & Sediment Control brochure. Sediment is a leading pollution issue that is greatly impacting surface water quality. Excess nutrients in sediment (Phosphorus, Nitrogen) leads to aquatic weeds, algae and harmful algae growth, degradation of drinking and fishing waters, etc. This is a great cost to the community.
4. MS4 Operator:

   Construction Site Inspections (pg. 34):

   Annually inspect all sites with ***construction activity*** identified in the Construction Inventory (Part VI.D.4.) during active construction after the pre-construction meeting (Part VI.D.7.), or sooner if deficiencies are noted that require attention. Ensure all *MS4* Construction Site Inspectors receive 4-Hour Training[1] prior to conducting construction site inspections.

   Inspections must be conducted using NYSDEC Construction Site Inspection Report Form (Appendix D). Review the Inspection Form. Follow up to corrective actions must be completed within timeframes established by the CGP and the Enforcement Response Plan.

   Post-Construction:

   Ensure the **Post-Construction SMP** is inspected at the frequency specified using the SMP Inspection Checklist or an equivalent form containing the same information. The MS4 Operator can only accept Level 1 inspections by private owners inspecting post-construction SMPs.

   Enforcement Response Plan provides provisions to initiate follow-up actions (i.e., maintenance, repair, or higher-level inspection) **within thirty (30) days of inspection;** and Provisions to initiate enforcement **within sixty (60) days** of the inspection if follow-up actions are not complete.

Construction Site Close-Out

1. Final Site Inspection to be completed by the Village Engineer.
2. As-Built and/or post-construction Hydro-CAD modeling may be required to ensure the SMP is functioning as intended.
3. Village to include completed site to Post-Construction SMP Inventory.
4. Notice of Termination to be filed by the Applicant as required by NYS DEC.

[1] Four (4) hours of Department-endorsed training in proper Erosion and Sediment Control principles from a Soil & Water Conservation District, or other Department-endorsed entity. Training must be completed within 3 years of the EDC (January 2024) and every 3 years thereafter. Individuals who meet the definition of a *qualified professional* or *qualified inspector* are exempt from this requirement.

Appendix J

Annual Report and Interim Progress Certification

MS4 Annual Report/Interim Progress Certification—2026

version 1.0

(Submission #: HQK-842Z-986JC, version 1)

Details

Originally Started By	Glenn McCreedy
Alternate Identifier	NYR20A349
Submission ID	HQK-842Z-986JC
Status	Draft
Active Steps	Form Submitted

Form Input

MS4 Operator Information

Permit ID #:
NYR20A349

Municipality Name or Legal Entity Name
Village of Wesley Hills

Report Preparer

Report Preparer Title	First and Last Name	Phone	Email
Municipal Engineer	Glenn McCreedy	(845) 394-2648	gmccreedy@civildesignworks.com

Part IV

Was the information in this section completed as part of a coalition/group?
Yes

MS4 General Permit Resources

Use the following webpages for more information on the permit and fact sheet:
MS4 Permit Webpage

MS4 Toolbox

SWMP Plan

Annually: Have the alternative implementation agreements in the SWMP Plan been updated? (Part IV.A.1.e.)
Yes

Annually: Has the SWMP been updated? (Part IV.B.3.)
Yes

Mapping

Annually: Has the comprehensive system mapping been updated? (Part IV.D.)
Yes

What tools are used to satisfy the comprehensive system mapping requirements? (e.g. paper maps, GIS, web mappers, etc.)
ArcGIS

Within three (3) years of the EDC: Has Phase I of the comprehensive mapping been completed? (Part IV.D.2.a.)
No

Please clarify the reason for selecting "No" for this item.
Not required at this time

Within five (5) years of the EDC: Has Phase II of the comprehensive mapping been completed? (Part IV.D.2.b.)
No

Please clarify the reason for selecting "No" for this item.
Not required at this time

Legal Authority

Within three (3) years of the EDC: For newly designated MS4 Operators, has adequate legal authority been developed and implemented? (Part IV.E.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Enforcement Tracking

This reporting year, how many enforcement actions were undertaken for illicit discharges (e.g. verbal warnings, citations, stop work orders)? (Part IV.F.2.)
0.0

This reporting year, how many enforcement actions were undertaken for construction sites (e.g. verbal warnings, citations, stop work orders)? (Part IV.F.2.)
0.0

This reporting year, how many enforcement actions were undertaken for post-construction SMPs (e.g. verbal warnings, citations, stop work orders)? (Part IV.F.2.)
0.0

Please enter any comments related to the questions in this section below:
NONE PROVIDED

Part V

In Year 5: Has the SWMP Plan been evaluated? (Part V.C.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Part VI

Which MCMs in this Part were completed as a coalition/group, if any?
MCM 1
MCM 2
MCM 6

Minimum Control Measure 1

Within three (3) years of the EDC: Have the focus areas been identified? (Part VI.A.1.a.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Within three (3) years of the EDC: Have the target audience(s) and associated pollutant generating activities been identified? (Part VI.A.1.b.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Within three (3) years of the EDC: Have the education and outreach topics been identified and how the education and outreach topics will reduce the potential for pollutants explained? (Part VI.A.1.c.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

In Year 5: Has the method(s) used for distribution of educational messages been identified? (Part VI.A.2.a.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

In Year 5: Has one educational message been delivered to each target audience(s) for each focus area based on the education and outreach topic(s)? (Part VI.A.2.b.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

In Year 4 and Year 5: Have target audiences, focus areas, and/or education and outreach topics been updated? (Part VI.A.2.c.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Please enter any comments related to the questions in this section below:
NONE PROVIDED

Minimum Control Measure 2

Annually: Has an opportunity for public involvement/participation in the development and implementation of the SWMP been provided? (Part VI.B.1.a.)
NONE PROVIDED

Annually: Has the public been informed about the opportunity for their involvement in the development and implementation of the SWMP and how they can get involved? (Part VI.B.1.b.)
NONE PROVIDED

Annually: Has an opportunity to review and comment on the publicly available SWMP Plan been provided? (Part VI.B.2.a.)
NONE PROVIDED

Annually: Has an opportunity to review and comment on the draft annual report been provided? (Part VI.B.2.b.i.)
NONE PROVIDED

Annually: Have the comments received on the SWMP Plan been summarized? (Part VI.B.2.c.i.)
NONE PROVIDED

Annually: Have the comments received on the draft annual report been summarized? (Part VI.B.2.c.i.)
NONE PROVIDED

Please enter any comments related to the questions in this section below:
NONE PROVIDED

Minimum Control Measure 3

Within three (3) years of the EDC: Has an inventory of monitoring locations been developed? (Part VI.C.1.c.i.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

How many MS4 outfalls are on the inventory?
0

How many interconnections are on the inventory?
0

How many municipal facility intraconnections are on the inventory?
0

In Year 4 and Year 5: Has the monitoring location inventory been updated? (Part VI.C.1.c.ii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Within three (3) years of the EDC: Have monitoring locations been prioritized? (Part VI.C.1.d.i.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

In Year 4 and Year 5: Has the monitoring location prioritization been updated? (Part VI.C.1.d.iii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Within two (2) years of the EDC: Has a monitoring locations inspection and sampling program been developed and implemented? (Part VI.C.1.e.)
Yes

In Year 5: Every five (5) years following the most recent inspection, have all the monitoring locations been inspected? (Part VI.C.1.e.i.a))
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Every five (5) years following the most recent inspection, how many monitoring locations have been inspected?
0

In Year 5: Has training on the MS4 Operator's monitoring locations inspection and sampling procedures been provided? (Part VI.C.1.e.ii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

In Year 3, Year 4, and Year 5: Have the names, titles, and contact information for the individuals who have received monitoring locations inspection and sampling training been updated? (Part VI.C.1.e.iii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

In Year 3, Year 4, and Year 5: Have the monitoring locations inspection and sampling procedures been updated? (Part VI.C.1.e.iv.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Within two (2) years of the EDC: Has an illicit discharge track down program been developed and implemented? (Part VI.C.2.)
Yes

In Year 5: Has training on the MS4 Operator's illicit discharge track down procedures prior to conducting illicit discharge track down been provided? (Part VI.C.2.b.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

In Year 3, Year 4, and Year 5: Have the names, titles, and contact information for the individuals who have received illicit discharge track down procedures training been updated? (Part VI.C.2.c.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

In Year 3, Year 4, and Year 5: Have the illicit discharge track down procedures been reviewed and updated? (Part VI.C.2.d.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Within two (2) years of the EDC: Has an illicit discharge elimination program been developed and implemented? (Part VI.C.3.)
Yes

In Year 5: Has training on the MS4 Operator's illicit discharge elimination procedures prior to conducting illicit discharge elimination been provided? (Part VI.C.3.b.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

In Year 3, Year 4, and Year 5: Have the names, titles, and contact information for the individuals who have received illicit discharge elimination procedures training been updated? (Part VI.C.3.c.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

In Year 3, Year 4, and Year 5: Have the illicit discharge elimination procedures been reviewed and updated? (Part VI.C.3.d.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Please enter any comments related to the questions in this section below:
NONE PROVIDED

Minimum Control Measure 4

Within one (1) year of the EDC: Has a construction oversight program been developed and implemented? (Part VI.D.3)
Yes

In Year 5: Has training on the MS4 Operator's construction oversight procedures prior to conducting construction oversight been provided? (Part VI.D.3.b.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

In Year 2, Year 3, Year 4, and Year 5: Have the names, titles, and contact information for the individuals who have received construction oversight procedures training been updated? (Part VI.D.3.c.)
Yes

In Year 2, Year 3, Year 4, and Year 5: Have the construction oversight procedures been reviewed and updated? (Part VI.D.3.e.)
Yes

Annually: Has the inventory of construction sites been updated? (Part VI.D.4.b.)
Yes

How many construction sites are on the inventory?
15

Within one (1) year of the EDC: Have construction sites been prioritized? (Part VI.D.5.a.)
Yes

In Year 2, Year 3, Year 4, and Year 5: Has the construction site prioritization been updated? (Part VI.D.5.c.)
Yes

How many high priority construction sites are on the inventory?
0

Within three (3) years of the EDC: Have the individuals responsible for reviewing SWPPPs for acceptance received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil & Water Conservation District, or other Department endorsed entity prior to conducting SWPPP reviews and/or approvals? (Part VI.D.6.a.i.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Annually: Have the names, titles, and contact information for the individuals who have received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil & Water Conservation District, or other Department endorsed entity, for individuals responsible for reviewing SWPPPs been updated? (Part VI.D.6.d.)
Yes

Are pre-construction meetings conducted prior to the commencement of construction activity? (Part VI.D.7.)
Yes

Within three (3) years of the EDC: Have the individuals responsible for construction site inspections received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil & Water Conservation District, or other Department endorsed entity prior to conducting construction site inspections? (Part VI.D.8.a.i.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Annually: Have all sites with construction activity identified in the inventory been inspected during active construction after the pre-construction meeting, or sooner if deficiencies are noted that require attention? (Part VI.D.8.c.)
NONE PROVIDED

Annually: Have the names, titles, and contact information for the individuals who have received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil & Water Conservation District, or other Department endorsed entity, for individuals responsible for construction site inspections been updated? (Part VI.D.8.d.)
NONE PROVIDED

Are final construction site inspections conducted? (Part VI.D.9.)
Yes

Please enter any comments related to the questions in this section below:
NONE PROVIDED

Minimum Control Measure 5

Annually: Has the inventory of post-construction SMPs been updated? (Part VI.E.2.c.)
Yes

How many post-construction SMPs are on the inventory?
1

Within five (5) years of the EDC: Have the required components been included in the post-construction SMP inventory? (Part VI.E.2.d.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Within one (1) year of the EDC: Has a post-construction SMP inspection and maintenance program been developed and implemented? (Part VI.E.4.)
Yes

Has each post-construction SMP identified in the inventory been inspected at the required frequency? (Part VI.E.4.a.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Owner advised they were not able to inspect prior to the winter weather and will inspect the system in spring.

How many post-construction SMPs have been inspected at the required frequency?
0

In Year 5: Has training on the MS4 Operator's post-construction SMP inspection and maintenance procedures prior to conducting post-construction SMP inspection and maintenance been provided? (Part VI.E.4.b.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Annually: Have names, titles, and contact information for the individuals who have received post-construction SMP inspection and maintenance procedures training updated? (Part VI.E.4.c.)
Yes

In Year 2, Year 3, Year 4, and Year 5: Have the post-construction SMP inspection and maintenance procedures been reviewed and updated? (Part VI.E.4.d.)
Yes

Please enter any comments related to the questions in this section below:
NONE PROVIDED

Minimum Control Measure 6

Within three (3) years of the EDC: Have best management practices (BMPs) been incorporated into the municipal facility program and municipal operations program? (Part VI.F.1.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Within three (3) years of the EDC: Has a municipal facility program been developed and implemented? (Part VI.F.2.a.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

In Year 5: Has training on the MS4 Operator's municipal facility procedures prior to conducting municipal facility procedures been provided? (Part VI.F.2.a.ii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

In Year 4 and Year 5: Have the names, titles, and contact information for the individuals who have received municipal facility procedures training been updated? (Part VI.F.2.a.iii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

In Year 4 and Year 5: Have the municipal facility procedures been updated? (Part VI.F.2.a.iv.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Within two (2) years of the EDC: Has a municipal facility inventory been developed? (Part VI.F.2.b.i.)
Yes

How many municipal facilities are on the inventory?
3

In Year 3, Year 4, and Year 5: Has the municipal facility inventory been updated? (Part VI.F.2.b.ii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Within three (3) years of the EDC: Have the municipal facilities been prioritized? (Part VI.F.2.c.i.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

In Year 4 and Year 5: Has the municipal facility prioritization been updated? (Part VI.F.2.c.iii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Within five (5) years of the EDC: Has a municipal facility specific SWPPP for each high priority municipal facility been developed? (Part VI.F.2.d.i.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

How many municipal facility specific SWPPPs for high priority municipal facilities have been developed?
0

In Year 5: Has all wet weather visual monitoring of the monitoring locations at all high priority municipal facilities been conducted? (Part VI.F.2.d.ii.a))
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

At how many high priority municipal facilities was wet weather visual monitoring completed?
0

At how many monitoring locations was wet weather visual monitoring completed?
0

In Year 5: Has a comprehensive site assessment for each high priority municipal facility been completed? (Part VI.F.2.d.ii.c))
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

At how many high priority municipal facilities was a comprehensive site assessment completed?
0

In Year 5: Has a comprehensive site assessment for each low priority municipal facility been completed? (Part VI.F.2.e.ii.c))
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

At how many low priority municipal facilities was a comprehensive site assessment completed?
0

Within three (3) years of the EDC: Has a municipal operations program been developed? (Part VI.F.3.a.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

In Year 5: Has training on the MS4 Operator's municipal operations procedures prior to conducting municipal operations been provided? (Part VI.F.3.a.ii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

In Year 4 and Year 5: Have the names, titles, and contact information for the individuals who have received municipal operations procedures training been updated? (Part VI.F.3.a.iii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

In Year 4 and Year 5: Have the municipal operations procedures been reviewed and updated? (Part VI.F.3.a.iv.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Within three (3) years of the EDC: Have catch basins in need of inspection been identified? (Part VI.F.3.c.i.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Within three (3) years of the EDC: Has catch basin inspection information been inventoried? (Part VI.F.3.c.ii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

In Year 5: Have all streets, bridges, parking lots, and right of ways been swept? (Part VI.F.3.d.i.a))
Yes

Annually: Have all streets in business districts and commercial areas been swept? (Part VI.F.3.d.i.b))
Yes

Within five (5) years of the EDC: Have roads, bridges, parking lots, and right of way maintenance specific BMPs been implemented? (Part VI.F.3.d.ii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Within five (5) years of the EDC: Have winter road maintenance specific BMPs been implemented? (Part VI.F.3.d.iii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Not required at this time

Please enter any comments related to the questions in this section below:
NONE PROVIDED

Part VIII

Does the MS4 Operator discharge to an impaired water listed in Appendix C of GP-0-24-001?
No

Please enter any comments related to the questions in this section below:
NONE PROVIDED

Part IX

Does the MS4 Operator discharge to a TMDL listed in Table 3 of GP-0-24-001?
No

Please enter any comments related to the questions in this section below:
NONE PROVIDED

Interim Progress Status

Interim Progress Resources

Use the following webpages for more information on the permit and fact sheet:
MS4 Permit Webpage

MS4 Toolbox

Have you reviewed compliance items due within three years of EDC?
Yes

Have you reviewed compliance items due within four years of EDC?
Yes

Have you reviewed compliance items due within five years of EDC?
Yes

Have you reviewed compliance items which need to be completed routinely (annually, every five (5) years, etc.)?
Yes

Please enter any comments related to the questions in this section.
NONE PROVIDED

Certification

The ranking elected official or Principal Executive Officer for the MS4 Operator will be signing the form.
No

Attach completed certification form.

NONE PROVIDED

Comment

NONE PROVIDED

Duly Authorized Form

Attach completed duly authorized form or written authorization.

NONE PROVIDED

Comment

NONE PROVIDED

Status History

	User	Processing Status
2/9/2026 4:18:21 PM	Glenn McCreedy	Draft

Processing Steps

Step Name	Assigned To/Completed By	Date Completed
Form Submitted		
Accepted		

Appendix K

Monitoring locations inspection and sampling program

(VI.C.1.e.)

Monitoring Locations Inspection and Sampling Procedures
(Review Annually by April 1)

(1) During dry weather (at least 48 hours after the last runoff-producing rain event), one (1) inspection of each monitoring location identified in the Inventory will be done every **five (5) years** following the most recent inspection.

(2) Inspections will be documented using the Monitoring Locations Inspection and Sampling Field Sheet *(provided at the end of this Appendix)* or equivalent.

(3) Monitoring locations which had inspections resulting in a "suspect" or "obvious" illicit discharge characterization will be sampled as per "Monitoring Locations Sampling Provisions" *(provided at the end of this Appendix)*. If the source of the illicit discharge is clear and discernable (e.g., sewage), sampling is not necessary.

(4) If there is a physical indicator not related to flow, potentially indicative of intermittent discharges (few hours per day or few days per year) or transitory discharges (singular event such as spill, ruptured tank, transport accident, illegal dumping), the Village will re-inspect the monitoring location within thirty (30) days of initial inspection. If these conditions persist, track down procedures will be initiated.

(5) Track down procedures must be initiated within the timeframes specified for Suspected or Obvious illicit discharges as outlined in the Illicit Discharge Procedures (Appendix L).

(6) The names, titles, and contact information for the individuals who have received training on the Monitoring Locations Inspection and Sampling Procedures are provided below and will be updated annually.

NAME	TITLE	CONTACT INFO
Mark Walton	Inspector	(845) 266-6441
Matthew Raquet	Staff Engineer	(845) 266-6441
Michael Scarangella	Staff Engineer	(845) 266-6441
Glenn McCreedy	P.E.	(845) 266-6441
Stuart Strow	P.E.	(845) 266-6441
Alena Guckian	P.E.	(845) 266-6441

(7) Annually, by April 1, the Village will review and update the Monitoring Locations Inspection and Sampling Procedures based on monitoring location inspection results (trends, patterns, areas with illicit discharges and common problems).

Monitoring Locations Inspection and Sampling Field Sheet

Section 1: Background Data

Subwatershed:		Monitoring Location ID:	
Today's date:		Time (Military):	
Investigators:		Form completed by:	
Temperature (°F):	Rainfall (in.): Last 24 hours: Last 48 hours:		
Latitude:	Longitude:	GPS Unit:	GPS LMK #:
Camera:		Photo #s:	

Land Use in Drainage Area (Check all that apply):

☐ Industrial	☐ Open Space
☐ Ultra-Urban Residential	☐ Institutional
☐ Suburban Residential	Other: _____
☐ Commercial	Known Industries: _____

Notes (e.g., origin, if known):

Section 2: Monitoring Location Description

LOCATION	MATERIAL	SHAPE	DIMENSIONS (IN.)	SUBMERGED
☐ **Closed Pipe**	☐ RCP ☐ CMP ☐ PVC ☐ HDPE ☐ Steel ☐ Other: _____	☐ Circular ☐ Single ☐ Elliptical ☐ Double ☐ Box ☐ Triple ☐ Other: _____ ☐ Other: _____	Diameter/Dimensions: _____	In Water: ☐ No ☐ Partially ☐ Fully With Sediment: ☐ No ☐ Partially ☐ Fully
☐ **Open drainage**	☐ Concrete ☐ Earthen ☐ Rip-Rap ☐ Other: ____	☐ Trapezoid ☐ Parabolic ☐ Other: ____	Depth: ____ Top Width: ___ Bottom Width: ____	
☐ **In-Stream**	**(applicable when collecting samples)**			
Flow Present?	☐ Yes ☐ No	***If No, Skip to Section 5***		
Flow Description (If present)	☐ Trickle ☐ Moderate ☐ Substantial			

Section 3: Quantitative Characterization

FIELD DATA FOR FLOWING MONITORING LOCATIONS				
PARAMETER		**RESULT**	**UNIT**	**EQUIPMENT**
☐ Flow #1	Volume		Liter	Bottle
	Time to fill		Sec	
☐ Flow #2	Flow depth		In	Tape measure
	Flow width	____' ____"	Ft, In	Tape measure
	Measured length	____' ____"	Ft, In	Tape measure
	Time of travel		S	Stopwatch
Temperature			°F	Thermometer
pH			pH Units	Test strip/Probe
Ammonia			mg/L	Test strip

Monitoring Locations Inspection and Sampling Field Sheet

Section 4: Physical Indicators for Flowing Monitoring Locations Only

Are Any Physical Indicators Present in the flow? ☐ Yes ☐ No (*If No, Skip to Section 5)*

INDICATOR	CHECK if Present	DESCRIPTION	RELATIVE SEVERITY INDEX (1-3)		
Odor	☐	☐ Sewage ☐ Rancid/sour ☐ Petroleum/gas ☐ Sulfide ☐ Other:	☐ 1 - Faint	☐ 2 – Easily detected	☐ 3 – Noticeable from a distance
Color	☐	☐ Clear ☐ Brown ☐ Gray ☐ Yellow ☐ Green ☐ Orange ☐ Red ☐ Other:	☐ 1 – Faint colors in sample bottle	☐ 2 – Clearly visible in sample bottle	☐ 3 – Clearly visible in flow
Turbidity	☐	See severity	☐ 1 – Slight cloudiness	☐ 2 - Cloudy	☐ 3 – Opaque
Floatables -Does Not Include Trash!!	☐	☐ Sewage (Toilet Paper, etc.) ☐ Suds ☐ Petroleum (oil sheen) ☐ Other:	☐ 1 – Few/slight; origin not obvious	☐ 2 - Some; indications of origin (e.g., possible suds or oil sheen)	☐ 3 - Some; origin clear (e.g., obvious oil sheen, suds, or floating sanitary materials)

Section 5: Physical Indicators for Both Flowing and Non-Flowing Monitoring Locations

Are physical indicators that are not related to flow present? ☐ Yes ☐ No (*If No, Skip to Section 6)*

INDICATOR	CHECK if Present	DESCRIPTION	COMMENTS
Monitoring Location Damage	☐	☐ Spalling, Cracking or Chipping ☐ Peeling Paint ☐ Corrosion	
Deposits/Stains	☐	☐ Oily ☐ Flow Line ☐ Paint ☐ Other:	
Abnormal Vegetation	☐	☐ Excessive ☐ Inhibited	
Poor pool quality	☐	☐ Odors ☐ Colors ☐ Floatables ☐ Oil Sheen ☐ Suds ☐ Excessive Algae ☐ Other:	
Pipe benthic growth	☐	☐ Brown ☐ Orange ☐ Green ☐ Other:	

Section 6: Overall Monitoring Location Characterization

☐ Unlikely ☐ Potential (presence of two or more indicators) ☐ Suspect (one or more indicators with a severity of 3) ☐ Obvious

Section 7: Data Collection

1.	Sample for the lab?	☐ Yes	☐ No		
2.	If yes, collected from:	☐ Flow	☐ Pool		
3.	Intermittent flow trap set?	☐ Yes	☐ No	If Yes, type: ☐ OBM	☐ Caulk dam

Section 8: Any Non-Illicit Discharge Concerns (e.g., trash or needed infrastructure repairs)?

MCM 3- Monitoring Locations Sampling Provisions

The MS4 must have provisions to collect samples when there is a **suspected** or **obvious** illicit discharge from the monitoring location, unless the discharge is clearly identifiable such as sewage. Field screening tools such as probes and test strips are the provisions that help us quickly decide whether a discharge is normal or if it needs follow-up. They give us fast indicators like pH, temperature, ammonia, conductivity, chlorine, and hardness. This document was prepared to serve as quick reference for sampling.

Lab sampling is not required, however, it could be useful to strengthen an enforcement case. For example, let's say you trace the source of the suds back to either a laundromat or carwash. A lab may be able to determine the true source of the suds, to use as evidence for the case.

Field Screening Tools: Test Strips & Probes

Why We Use Them

- Provide quick, low-cost indicators during dry-weather outfall screening
- Help identify suspect discharges and determine if follow-up investigation is needed

Common Indicators

The following test strips and probes can be purchased on www.hach.com

- pH – Neutral flows (~7). Industrial waste often very high/low (3–12). Residential wash water tends to be basic (8–9).
- Ammonia – Strong indicator of sanitary wastewater or wash water.
- Nitrite and Nitrate- Indicators of animal or human waste (failing septic systems), fertilizer.
- Chlorine – Identifies chlorinated sources (pools, building water).
- Hardness – Helps differentiate groundwater, tap water, wash water.
- Temperature – Can signal indoor or wash-water sources.
- Conductivity probe – Elevated levels may indicate industrial or wash-water discharges.

Section 3: Quantitative Characterization

FIELD DATA FOR FLOWING MONITORING LOCATIONS				
PARAMETER		**RESULT**	**UNIT**	**EQUIPMENT**
☒ Flow #1	Volume	32 oz (0.946 L)	Liter	Bottle
	Time to fill	22	Sec	
☒ Flow #2	Flow depth	3	In	Tape measure
	Flow width	2 ' 4 "	Ft, In	Tape measure
	Measured length	3 ' 6 "	Ft, In	Tape measure
	Time of travel	45	S	Stopwatch
Temperature			°F	Thermometer
pH			pH Units	Test strip/Probe
Ammonia			mg/L	Test strip

Collecting samples

Flow #1 is taken directly from the discharge as it exits the outfall pipe. Sampling at this point provides the most representative sample for analysis and meets quality assurance expectations when supporting enforcement documentation. Record the time it takes to fill up the set volume of the bottle.

For flow #2, you are collecting a sample from the pool or after the water leaves the pipe. Record the width and depth of the pool and the time of travel over a measured length in seconds using a stopwatch. If needed, you can also measure the temperature, pH, and ammonia levels of the sample.

Benthic Growth – Indicator of Illicit Discharges

What it is:

- Accumulation of algae, moss, or biofilm on streambeds, pipes, or outfalls.
- Often forms in areas with **consistent nutrient inputs** (e.g., wastewater, detergents, wash water).

Visual Clues:

- Green, slimy coating or mats on rocks or sediment
- Persistent foam, suds, or unusual coloration near outfalls
- Odor may be noticeable in severe growth
- **Field Note Tip:**
  Take photos and note **location, extent, and type of growth** on your field sheet.

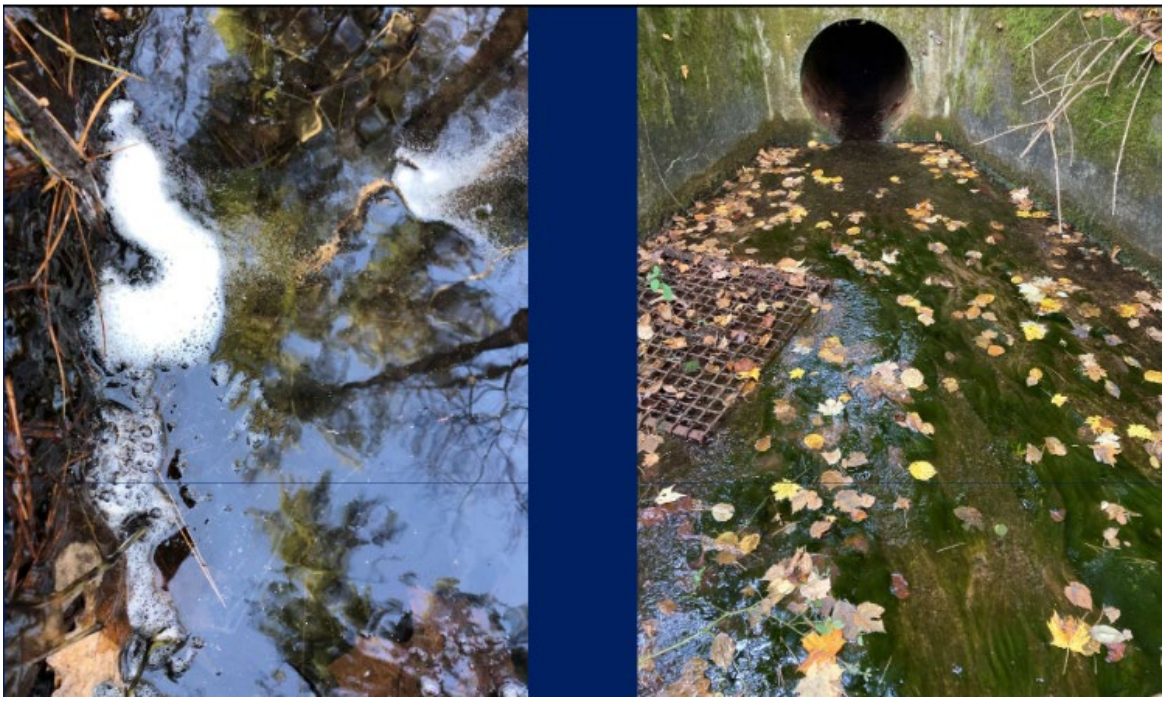


Photo Credit: Warren County SWCD

Appendix L

Illicit discharge track down and elimination program (VI.C.2, VI.C.3)

Illicit Discharge Track Down and Elimination Program
(Review Annually by April 1)

The Village has developed and implemented an illicit discharge Track Down and an Illicit Discharge Elimination Program to identify the sources of illicit discharges and the responsible party. The Program includes the following Procedures:

(1) Illicit discharges will be tracked down as per procedures described in Chapter 13 of the Center for Watershed Protection 2004 Illicit Discharge Detection and Elimination Manual or equivalent *(provided at the end of this Appendix).*

(2) The Village will utilize guidelines described in Chapter 14 of the Center for Watershed Protection 2004 Illicit Discharge Detection and Elimination Manual *(provided at the end of this Appendix)* for Elimination of Illicit Discharges and confirmation of corrective action. The § 240 of the Village Code contains provisions for enforcement and penalties for offenses and provisions to confirm tracking and corrective actions have been taken. As required in Part C.1.a. Illicit Discharges will be documented in the SWMP within 30 days utilizing the Enforcement Response Plan.

(3) Track Down timeframes. The MS4 Permit outlines the following timeframes to initiate illicit discharge Track Down:
   a) Within 24 hours of discovery, the Village must initiate track down procedures for flowing MS4 Monitoring Locations with obvious illicit discharges.
   b) Within two (2) hours of discovery, the Village must initiate track down procedures for obvious illicit discharges of sanitary wastewater that would affect bathing areas during bathing season, shell fishing areas or public water intakes and report orally or electronically to the Regional Water Engineer and local health department.
   c) Withing five (5) days of discovery, the Village must initiate track down procedures for suspect illicit discharges.

(4) Elimination timeframes. The MS4 Permit outlines the following timeframes for illicit discharge Elimination:
   a) Within twenty-four (24) hours of identification of an illicit discharge that has a reasonable likelihood of adversely affecting human health or the environment, Village must eliminate the illicit discharge.
   b) Within five (5) days of identification of an illicit discharge that does not have a reasonable likelihood of adversely affecting human health or the environment, Village must eliminate the illicit discharge; and
   c) Where elimination of an illicit discharge within the specified timeframes is not possible, the Village must notify the Regional Water Engineer.
   d) The Enforcement Response Plan will be utilized to document enforcement cases and escalate response as required by the permit.

(5) The names, titles, and contact information for the individuals who have received Illicit Discharge Track Down and Illicit Discharge Elimination Procedures training is provided below and will be updated annually.

NAME	TITLE	CONTACT INFO
Mark Walton	Inspector	(845) 266-6441
Matthew Raquet	Staff Engineer	(845) 266-6441
Michael Scarangella	Staff Engineer	(845) 266-6441
Glenn McCreedy	P.E.	(845) 266-6441
Stuart Strow	P.E.	(845) 266-6441
Alena Guckian	P.E.	(845) 266-6441

(6) Annually, by April 1, the Village will review and update Illicit Discharge Track Down and Illicit Discharge Elimination Procedures and document the completion of this requirement in the SWMP Plan.

Chapter 13: Tracking Discharges To A Source

Once an illicit discharge is found, a combination of methods is used to isolate its specific source. This chapter describes the four investigation options that are introduced below.

Storm Drain Network Investigation

Field crews strategically inspect manholes within the storm drain network system to measure chemical or physical indicators that can isolate discharges to a specific segment of the network. Once the pipe segment has been identified, on-site investigations are used to find the specific discharge or improper connection.

Drainage Area Investigation

This method relies on an analysis of land use or other characteristics of the drainage area that is producing the illicit discharge. The investigation can be as simple as a "windshield" survey of the drainage area or a more complex mapping analysis of the storm drain network and potential generating sites. Drainage area investigations work best when prior indicator monitoring reveals strong clues as to the likely generating site producing the discharge.

On-site Investigation

On-site methods are used to trace the source of an illicit discharge in a pipe segment, and may involve dye, video or smoke testing within isolated segments of the storm drain network.

Septic System Investigation

Low-density residential watersheds may require special investigation methods if they are not served by sanitary sewers and/or storm water is conveyed in ditches or swales. The major illicit discharges found in low-density development are failing septic systems and illegal dumping. Homeowner surveys, surface inspections and infrared photography have all been effectively used to find failing septic systems in low-density watersheds.

13.1 Storm Drain Network Investigations

This method involves progressive sampling at manholes in the storm drain network to narrow the discharge to an isolated pipe segment between two manholes. Field crews need to make two key decisions when conducting a storm drain network investigation—where to start sampling in the network and what indicators will be used to determine whether a manhole is considered clean or dirty.

Where to Sample in the Storm Drain Network

The field crew should decide how to attack the pipe network that contributes to a problem outfall. Three options can be used:

- Crews can work progressively up the trunk from the outfall and test manholes along the way.
- Crews can split the trunk into equal segments and test manholes at strategic junctions in the storm drain system.
- Crews can work progressively down from the upper parts of the storm drain network toward the problem outfall.

The decision to move up, split, or move down the trunk depends on the nature and land use of the contributing drainage area. Some guidance for making this decision is provided in Table 53. Each option requires different levels of advance preparation. Moving up the trunk can begin immediately when an illicit discharge is detected at the outfall, and only requires a map of the storm drain system. Splitting the trunk and moving down the system require a little more preparation to analyze the storm drain map to find the critical branches to strategically sample manholes. Accurate storm drain maps are needed for all three options. If good mapping is not available, dye tracing can help identify manholes, pipes and junctions, and establish a new map of the storm drain network.

Option 1: Move up the Trunk

Moving up the trunk of the storm drain network is effective for illicit discharge problems in relatively small drainage areas. Field crews start with the manhole closest to the outfall, and progressively move up the network, inspecting manholes until indicators reveal that the discharge is no longer present (Figure 50). The goal is to isolate the discharge between two storm drain manholes.

Table 53: Methods to Attack the Storm Drain Network

Method	Nature of Investigation	Drainage System	Advance Prep Required
Follow the discharge up	Narrow source of an individual discharge	Small diameter outfall (< 36”) Simple drainage network	No
Split into segments	Narrow source of a discharge identified at outfall	Large diameter outfall (> 36”), Complex drainage Logistical or traffic issues may make sampling difficult.	Yes
Move down the storm drain	Multiple types of pollution, many suspected problems—possibly due to old plumbing practices or number of NPDES permits	Very large drainage area (> one square mile).	Yes

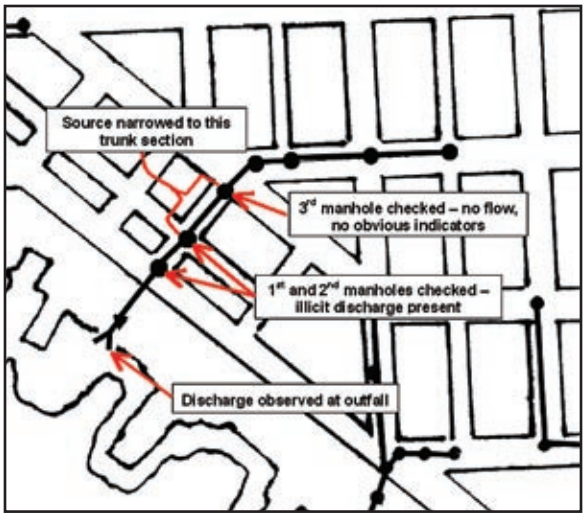


Figure 50: Example investigation following the source up the storm drain system

Option 2: Split the storm drain network

When splitting the storm drain network, field crews select strategic manholes at junctions in the storm drain network to isolate discharges. This option is particularly suited in larger and more complex drainage areas since it can limit the total number of manholes to inspect, and it can avoid locations where access and traffic are problematic.

The method for splitting the trunk is as follows:

1. Review a map of the storm drain network leading to the suspect outfall.
2. Identify major contributing branches to the trunk. The trunk is defined as the largest diameter pipe in the storm drain network that leads directly to the outfall. The "branches" are networks of smaller pipes that contribute to the trunk.
3. Identify manholes to inspect at the farthest downstream node of each contributing branch and one immediately upstream (Figure 51).
4. Working up the network, investigate manholes on each contributing branch and trunk, until the source is narrowed to a specific section of the trunk or contributing branch.
5. Once the discharge is narrowed to a specific section of trunk, select the appropriate on-site investigation method to trace the exact source.
6. If narrowed to a contributing branch, move up or split the branch until a specific pipe segment is isolated, and commence the appropriate on-site investigation to determine the source.

Option 3: Move down the storm drain network

In this option, crews start by inspecting manholes at the "headwaters" of the storm drain network, and progressively move down pipe. This approach works best in very large drainage areas that have many potential continuous and/or intermittent discharges. The Boston Water and Sewer Commission has employed the headwater option to investigate intermittent discharges in complex drainage areas up to three square miles (Jewell, 2001). Field crews certify that each upstream branch of the storm drain network has no contributing discharges before moving down pipe to a "junction manhole" (Figure 52). If discharges are found, the crew performs dye testing to pinpoint the discharge. The crew then confirms that the discharge is removed before moving farther down the pipe network. Figure 53 presents a detailed flow chart that describes this option for analyzing the storm drain network.

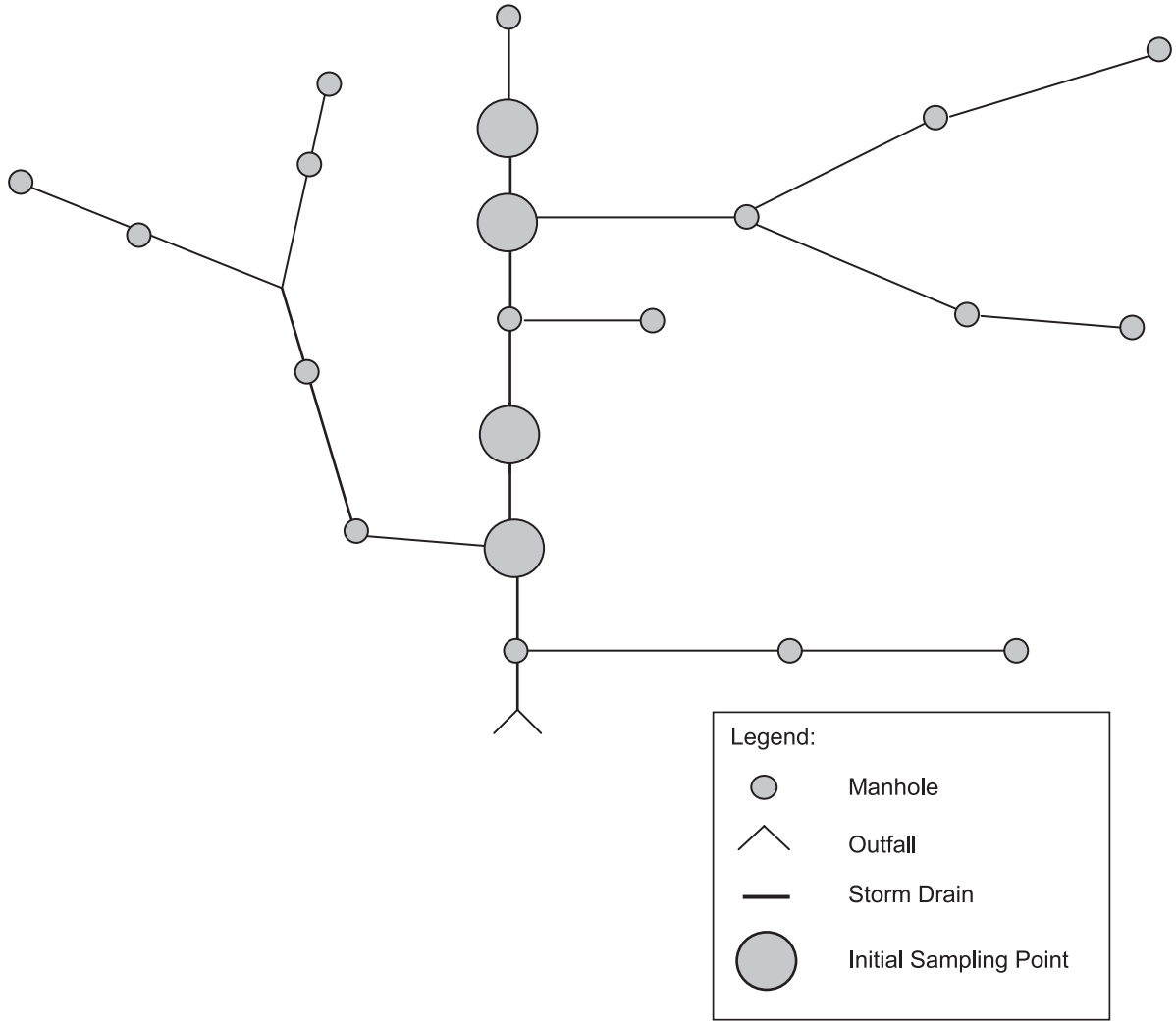


Figure 51: Key initial sampling points along the trunk of the storm drain

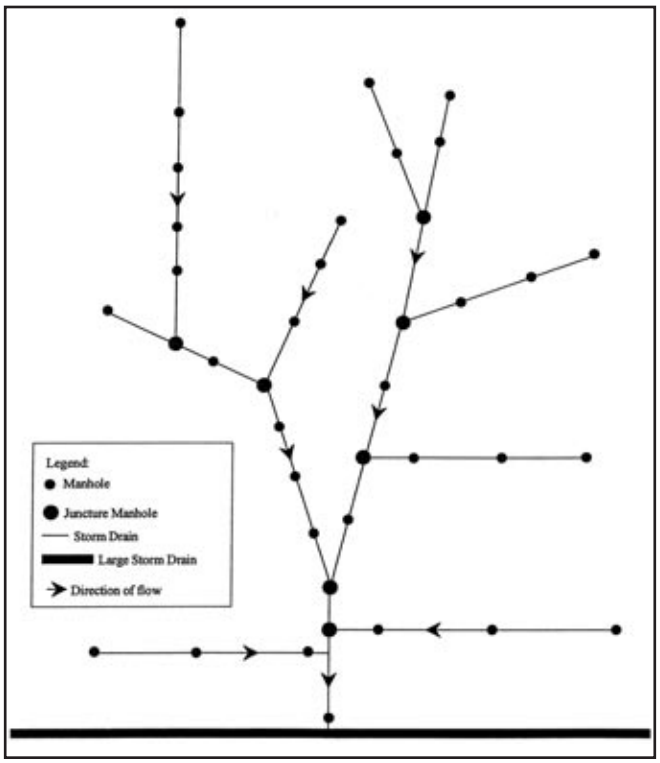


Figure 52: Storm Drain Schematic Identifying "Juncture Manholes" (Source: Jewell, 2001)

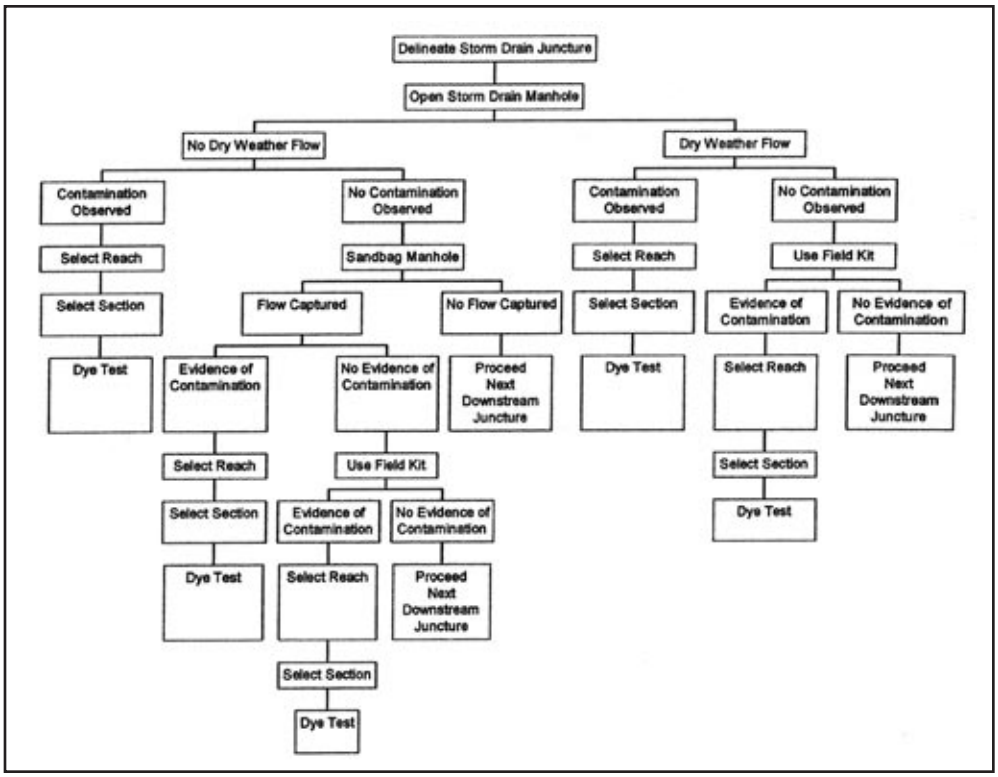


Figure 53: A Process for Following Discharges Down the Pipe (Source: Jewell, 2001)

Dye Testing to Create a Storm Drain Map

As noted earlier, storm drain network investigations are extremely difficult to perform if accurate storm drain maps are not available. In these situations, field crews may need to resort to dye testing to determine the flowpath within the storm drain network. Fluorescent dye is introduced into the storm drain network and suspected manholes are then inspected to trace the path of flow through the network (U.S. EPA, 1990). Two or three member crews are needed for dye testing. One person drops the dye into the trunk while the other(s) looks for evidence of the dye down pipe.

To conduct the investigation, a point of interest or down pipe "stopping point" is identified. Dye is then introduced into manholes upstream of the stopping point to determine if they are connected. The process continues in a systematic manner until an upstream manhole can no longer be determined, whereby a branch or trunk of the system can be defined, updated or corrected. More information on dye testing methods is provided in Section 13.3.

Manhole Inspection: Visual Observations and Indicator Sampling

Two primary methods are used to characterize discharges observed during manhole inspections—visual observations and indicator sampling. In both methods, field crews must first open the manhole to determine whether an illicit discharge is present. Manhole inspections require a crew of two and should be conducted during dry weather conditions.

Basic field equipment and safety procedures required for manhole inspections are outlined in Table 54. In particular, field crews need to be careful about how they will safely divert traffic (Figure 54). Other safety considerations include proper lifting of manhole covers to reduce the potential for back injuries, and testing whether any toxic or flammable fumes exist within the manhole before the cover is removed. Wayne County, MI has developed some useful operational procedures for inspecting manholes, which are summarized in Table 55.

Table 54: Basic Field Equipment Checklist

- Camera and film or digital camera
- Clipboards
- Field sheets
- Field vehicle
- First aid kit
- Flashlight or spotlight
- Gas monitor and probe
- Manhole hook/crow bar
- Mirror
- Storm drain, stream, and street maps
- Reflective safety vests
- Rubber / latex gloves
- Sledgehammer
- Spray paint
- Tape measures
- Traffic cones
- Two-way radios
- Waterproof marker/ pen
- Hand held global positioning satellite (GPS) system receiver (best resolution available within budget, at least 6' accuracy)

Figure 54: Traffic cones divert traffic from manhole inspection area

Table 55: Field Procedure for Removal of Manhole Covers
(Adapted from: Pomeroy et al., 1996)

Field Procedures:

1. Locate the manhole cover to be removed.
2. Divert road and foot traffic away from the manhole using traffic cones.
3. Use the tip of a crowbar to lift the manhole cover up high enough to insert the gas monitor probe. Take care to avoid creating a spark that could ignite explosive gases that may have accumulated under the lid. Follow procedures outlined for the gas monitor to test for accumulated gases.
4. If the gas monitor alarm sounds, close the manhole immediately. Do not attempt to open the manhole until some time is allowed for gases to dissipate.
5. If the gas monitor indicates the area is clear of hazards, remove the monitor probe and position the manhole hook under the flange. Remove the crowbar. Pull the lid off with the hook.
6. When testing is completed and the manhole is no longer needed, use the manhole hook to pull the cover back in place. Make sure the lid is settled in the flange securely.
7. Check the area to ensure that all equipment is removed from the area prior to leaving.

Safety Considerations:

1. Do not lift the manhole cover with your back muscles.
2. Wear steel-toed boots or safety shoes to protect feet from possible crushing injuries that could occur while handling manhole covers.
3. Do not move manhole covers with hands or fingers.
4. Wear safety vests or reflective clothing so that the field crew will be visible to traffic.
5. Manholes may only be entered by properly trained and equipped personnel and when all OSHA and local rules a.

Visual Observations During Manhole Inspection

Visual observations are used to observe conditions in the manhole and look for any signs of sewage or dry weather flow. Visual observations work best for obvious illicit discharges that are not masked by groundwater or other "clean" discharges, as shown in Figure 55. Typically, crews progressively inspect manholes in the storm drain network to look for contaminated flows. Key visual observations that are made during manhole inspections include:

- Presence of flow
- Colors
- Odors
- Floatable materials
- Deposits or stains (intermittent flows)

Figure 55: Manhole observation (left) indicates a sewage discharge. Source is identified at an adjacent sewer manhole that overflowed into the storm drain system (right).

Indicator Sampling

If dry weather flow is observed in the manhole, the field crew can collect a sample by attaching a bucket or bottle to a tape measure/rope and lowering it into the manhole (Figure 56). The sample is then immediately analyzed in the field using probes or other tests to get fast results as to whether the flow is clean or dirty. The most common indicator parameter is ammonia, although other potential indicators are described in Chapter 12.

Manhole indicator data is analyzed by looking for "hits," which are individual samples that exceed a benchmark concentration. In addition, trends in indicator concentrations are also examined throughout the storm drain network.

Figure 56: Techniques to sample from the storm drain

Figure 57 profiles a storm drain network investigation that used ammonia as the indicator parameter and a benchmark concentration of 1.0 mg/L. At both the outfall and the first manhole up the trunk, field crews recorded finding "hits" for ammonia of 2.2 mg/L and 2.3 mg/L, respectively. Subsequent manhole inspections further up the network revealed one manhole with no flow, and a second with a hit for ammonia (2.4 mg/L). The crew then tracked the discharge upstream of the second manhole, and found a third manhole with a low ammonia reading (0.05 mg/L) and a fourth with a much higher reading (4.3 mg/L). The crew then redirected its effort to sample above the fourth manhole with the 4.3 mg/L concentration, only to find another low reading. Based on this pattern, the crew concluded the discharge source was located between these two manholes, as nothing else could explain this sudden increase in concentration over this length of pipe.

The results of storm drain network investigations should be systematically documented to guide future discharge investigations, and describe any infrastructure maintenance problems encountered. An example of a sample manhole inspection field log is displayed in Figure 58.

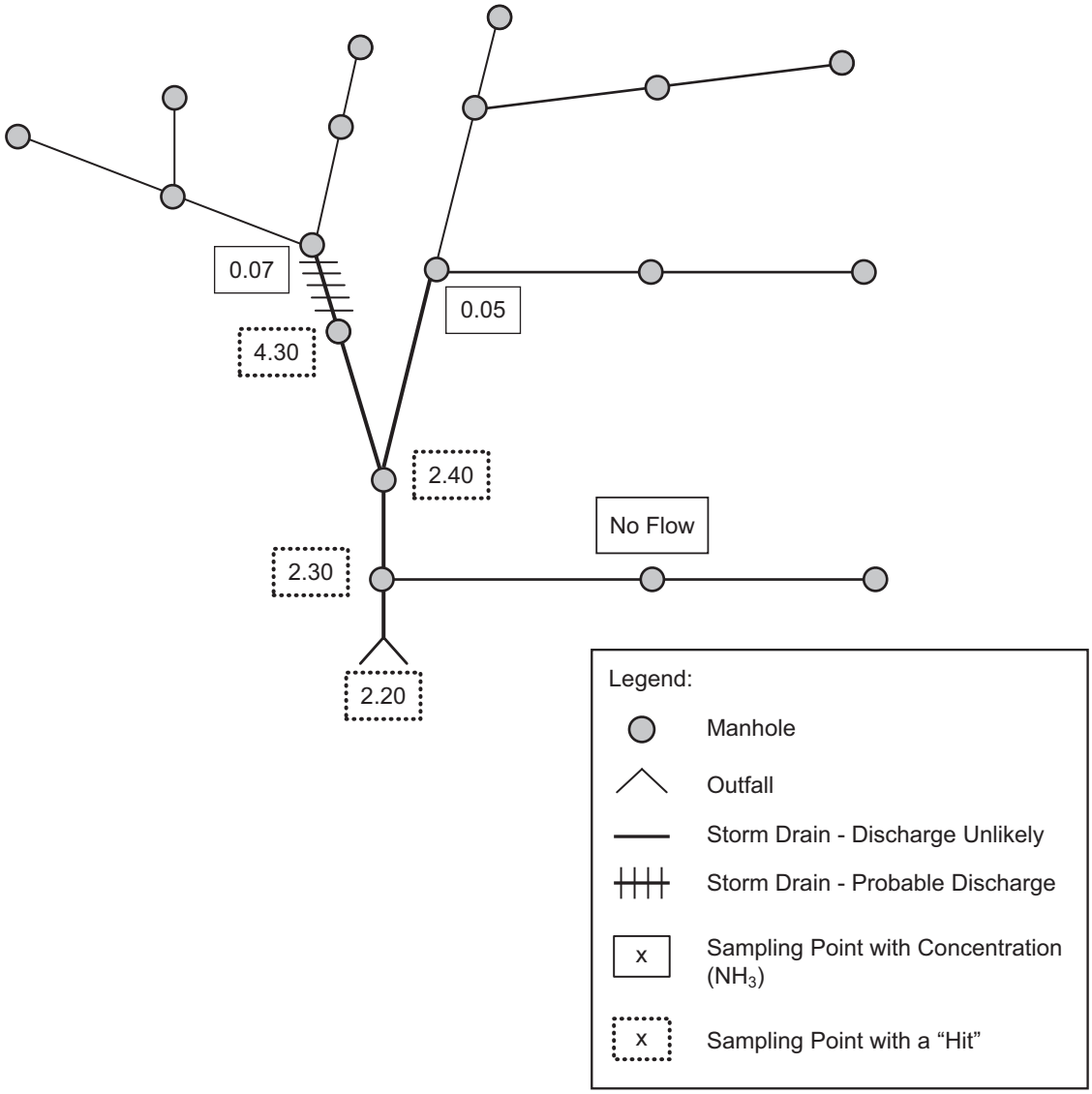
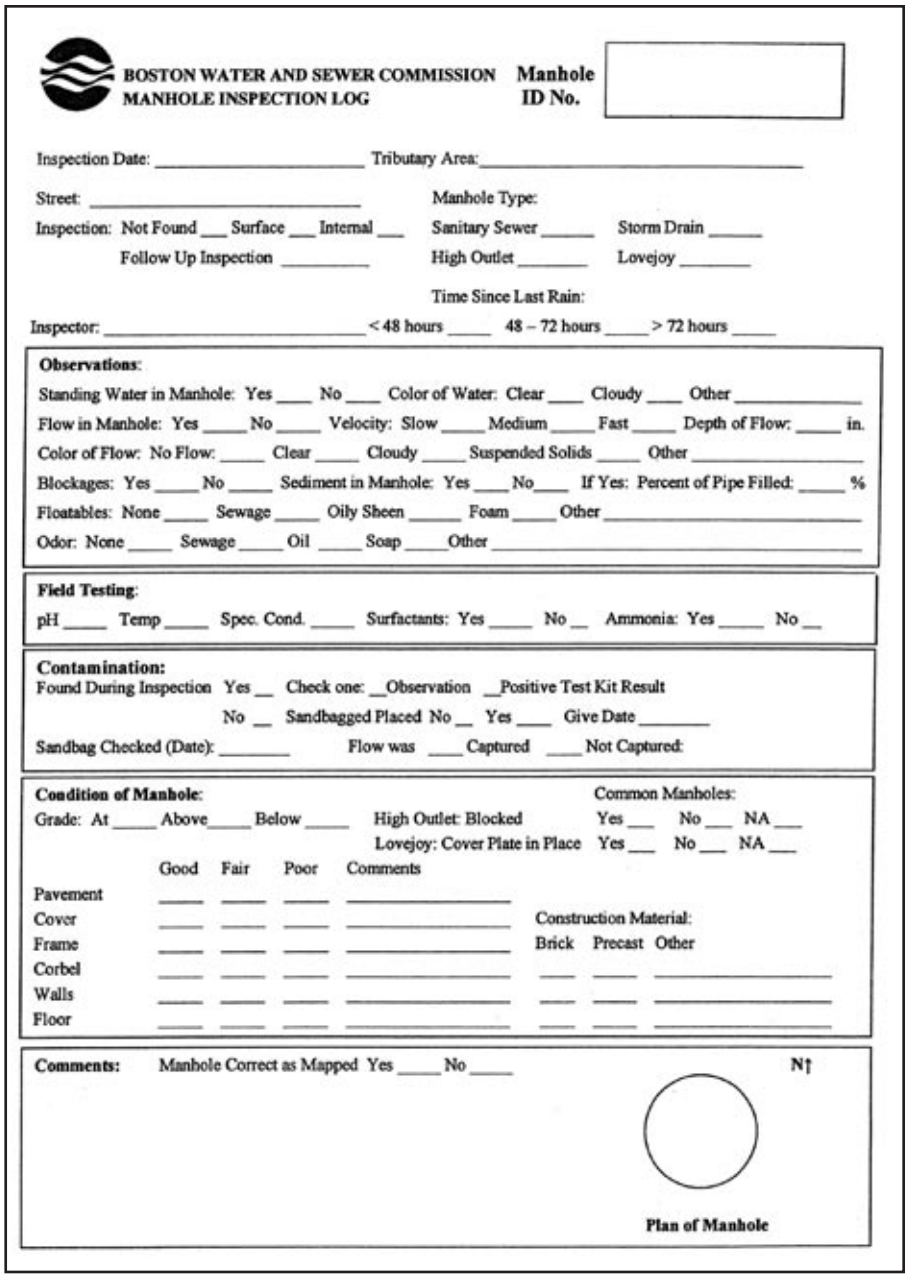


Figure 57: Use of ammonia as a trace parameter to identify illicit discharges



BOSTON WATER AND SEWER COMMISSION
MANHOLE INSPECTION LOG

Manhole ID No.

Inspection Date: _____ Tributary Area: _____

Street: _____ Manhole Type:

Inspection: Not Found ___ Surface ___ Internal ___ Sanitary Sewer _____ Storm Drain _____

Follow Up Inspection _____ High Outlet _____ Lovejoy _____

Time Since Last Rain:

Inspector: _____ < 48 hours _____ 48 – 72 hours _____ > 72 hours _____

Observations:

Standing Water in Manhole: Yes ____ No ____ Color of Water: Clear ____ Cloudy ____ Other _____

Flow in Manhole: Yes _____ No _____ Velocity: Slow _____ Medium _____ Fast _____ Depth of Flow: _____ in.

Color of Flow: No Flow: _____ Clear _____ Cloudy _____ Suspended Solids _____ Other _____

Blockages: Yes _____ No _____ Sediment in Manhole: Yes ____ No____ If Yes: Percent of Pipe Filled: _____ %

Floatables: None _____ Sewage _____ Oily Sheen _____ Foam _____ Other _____

Odor: None _____ Sewage _____ Oil _____ Soap _____ Other _____

Field Testing:

pH _____ Temp _____ Spec. Cond. _____ Surfactants: Yes _____ No __ Ammonia: Yes _____ No __

Contamination:

Found During Inspection Yes __ Check one: __Observation __Positive Test Kit Result

No __ Sandbagged Placed No __ Yes ____ Give Date _____

Sandbag Checked (Date): _____ Flow was ____ Captured ____ Not Captured:

Condition of Manhole:

Grade: At _____ Above _____ Below _____ High Outlet: Blocked Yes ___ No ___ NA ___

Lovejoy: Cover Plate in Place Yes ___ No ___ NA ___

Common Manholes:

	Good	Fair	Poor	Comments
Pavement	____	____	____	_____
Cover	____	____	____	_____
Frame	____	____	____	_____
Corbel	____	____	____	_____
Walls	____	____	____	_____
Floor	____	____	____	_____

Construction Material:

	Brick	Precast	Other
Corbel	____	____	_____
Walls	____	____	_____
Floor	____	____	_____

Comments: Manhole Correct as Mapped Yes _____ No _____

N↑

Plan of Manhole

Figure 58: Boston Water and Sewer Commission Manhole Inspection Log (Source: Jewell, 2001)

Methods to isolate intermittent discharges in the storm drain network

Intermittent discharges are often challenging to trace in the storm drain network, although four techniques have been used with some success.

Sandbags

This technique involves placement of sandbags or similar barriers within strategic manholes in the storm drain network to form a temporary dam that collects any intermittent flows that may occur. Any flow collected behind the sandbag is then assessed using visual observations or by indicator sampling. Sandbags are lowered on a rope through the manhole to form a dam along the bottom of the storm drain, taking care not to fully block the pipe (in case it rains before the sandbag is retrieved). Sandbags are typically installed at junctions in the network to eliminate contributing branches from further consideration (Figure 59). If no flow collects behind the sandbag, the upstream pipe network can be ruled out as a source of the intermittent discharge.

Sandbags are typically left in place for no more than 48 hours, and should only be installed when dry weather is forecast. Sandbags should not be left in place during a heavy rainstorm. They may cause a blockage in the storm drain, or, they may be washed downstream and lost. The biggest downside to sandbagging is that it requires at least two trips to each manhole.

Optical Brightener Monitoring (OBM) Traps

Optical brightener monitoring (OBM) traps, profiled in Chapter 12, can also be used to detect intermittent flows at manhole junctions. When these absorbent pads are anchored in the pipe to capture dry weather flows, they can be used to determine the presence of flow and/or detergents. These OBM traps are frequently installed by lowering them into an open-grate drop inlet or storm drain inlet, as shown in Figure 60. The pads are then retrieved after 48 hours and are observed under a fluorescent light (this method is most reliable for undiluted washwaters).

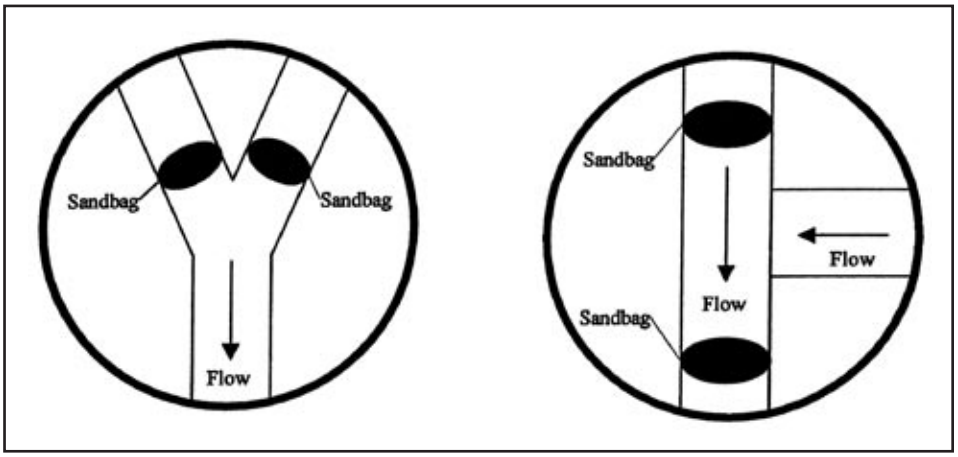


Figure 59: Example sandbag placement (Source: Jewell, 2001)

Figure 60: Optical Brightener Placement in the Storm Drain
(Source: Sargent and Castonguay, 1998)

Automatic Samplers

A few communities have installed automated samplers at strategic points within the storm drain network system that are triggered by small dry weather flows and collect water quality samples of intermittent discharges. Automated sampling can be extremely expensive, and is primarily used in very complex drainage areas that have severe intermittent discharge problems. Automated samplers can pinpoint the specific date and hours when discharges occur, and characterize its chemical composition, which can help crews fingerprint the generating source.

Observation of Deposits or Stains

Intermittent discharges often leave deposits or stains within the storm drain pipe or manhole after they have passed. Thus, crews should note whether any deposits or stains are present in the manhole, even if no dry weather flow is observed. In some cases, the origin of the discharge can be surmised by collecting indicator samples in the water ponded within the manhole sump. Stains and deposits, however, are not always a conclusive way to trace intermittent discharges in the storm drain network.

13.2 Drainage Area Investigations

The source of some illicit discharges can be determined through a survey or analysis of the drainage area of the problem outfall. The simplest approach is a rapid windshield survey of the drainage area to find the potential discharger or generating sites. A more sophisticated approach relies on an analysis of available GIS data and permit databases to identify industrial or other generating sites. In both cases, drainage area investigations are only effective if the discharge observed at an outfall has distinct or unique characteristics that allow crews to quickly ascertain the probable operation or business that is generating it. Often, discharges with a unique color, smell, or off-the-chart indicator sample reading may point to a specific industrial or commercial source. Drainage area investigations are not helpful in tracing sewage discharges, since they are often not always related to specific land uses or generating sites.

Rapid Windshield Survey

A rapid drive-by survey works well in small drainage areas, particularly if field crews are already familiar with its business operations. Field crews try to match the characteristics of the discharge to the most likely type of generating site, and then inspect all of the sites of the same type within the drainage area until the culprit is found. For example, if fuel is observed at an outfall, crews might quickly check every business operation in the catchment that stores or dispenses fuel. Another example is illustrated in Figure 61 where extremely dense algal growth was observed in a small stream during the winter. Field crews were aware of a fertilizer storage site in the drainage area, and a quick inspection identified it as the culprit.

Figure 61: Symptom (left): Discoloration of stream; Diagnosis: Extra hydroseed leftover from an upstream application (middle) was dumped into a storm drain by municipal officials (right).

A third example of the windshield survey approach is shown in Figure 62, where a very thick, sudsy and fragrant discharge was noted at a small outfall. The discharge appeared to consist of wash water, and the only commercial laundromat found upstream was confirmed to be the source. On-site testing may still be needed to identify the specific plumbing or connection generating the discharge.

Detailed Drainage Area Investigations

In larger or more complex drainage areas, GIS data can be analyzed to pinpoint the source of a discharge. If only general land use data exist, maps can at least highlight suspected industrial areas. If more detailed SIC code data are available digitally, the GIS can be used to pull up specific hotspot operations or generating sites that could be potential dischargers. Some of the key discharge indicators that are associated with hotspots and specific industries are reviewed in Appendix K.

13.3 On-site Investigations

On-site investigations are used to pinpoint the exact source or connection producing a discharge within the storm drain network. The three basic approaches are dye, video and smoke testing. While each approach can determine the actual source of a discharge, each needs to be applied under the right conditions and test limitations (see Table 56). It should be noted that on-site investigations are not particularly effective in finding *indirect* discharges to the storm drain network.

Figure 62: The sudsy, fragrant discharge (left) indicates that the laundromat is the more likely culprit than the florist (right).

Table 56: Techniques to Locate the Discharge		
Technique	**Best Applications**	**Limitations**
Dye Testing	• Discharge limited to a very small drainage area (<10 properties is ideal) • Discharge probably caused by a connection from an individual property • Commercial or industrial land use	• May be difficult to gain access to some properties
Video Testing	• Continuous discharges • Discharge limited to a single pipe segment • Communities who own equipment for other investigations	• Relatively expensive equipment • Cannot capture non-flowing discharges • Often cannot capture discharges from pipes submerged in the storm drain
Smoke Testing	• Cross-connection with the sanitary sewer • Identifying other underground sources (e.g., leaking storage techniques) caused by damage to the storm drain	• Poor notification to public can cause alarm • Cannot detect all illicit discharges

TIP

The Wayne County Department of the Environment provides excellent training materials on on-site investigations, as well as other illicit discharge techniques. More information about this training can be accessed from their website: http://www.wcdoe.org/Watershed/Programs___Srvcs_/IDEP/idep.htm.

Figure 63: Dye Testing Plumbing (NEIWPCC, 2003)

Dye Testing

Dye testing is an excellent indicator of illicit connections and is conducted by introducing non-toxic dye into toilets, sinks, shop drains and other plumbing fixtures (see Figure 63). The discovery of dye in the storm drain, rather than the sanitary sewer, conclusively determines that the illicit connection exists.

Before commencing dye tests, crews should review storm drain and sewer maps to identify lateral sewer connections and how they can be accessed. In addition, property owners must be notified to obtain entry permission. For industrial or commercial properties, crews should carry a letter to document their legal authority to gain access to the property. If time permits, the letter can be sent in advance of the dye testing. For residential properties, communication can be more challenging. Unlike commercial properties, crews are not guaranteed access to homes, and should call ahead to ensure that the owner will be home on the day of testing.

Communication with other local agencies is also important since any dye released to the storm drain could be mistaken for a spill or pollution episode. To avoid a costly and embarrassing response to a false alarm,

crews should contact key spill response agencies using a "quick fax" that describes when and where dye testing is occurring (Tuomari and Thomson, 2002). In addition, crews should carry a list of phone numbers to call spill response agencies in the event dye is released to a stream.

At least two staff are needed to conduct dye tests – one to flush dye down the plumbing fixtures and one to look for dye in the downstream manhole(s). In some cases, three staff may be preferred, with two staff entering the private residence or building for both safety and liability purposes.

The basic equipment to conduct dye tests is listed in Table 57 and is not highly specialized. Often, the key choice is the type of dye to use for testing. Several options are profiled in Table 58. In most cases, liquid dye is used, although solid dye tablets can also be placed in a mesh bag and lowered into the manhole on a rope (Figure 64). If a

Table 57: Key Field Equipment for Dye Testing
(Source: Wayne County, MI, 2000)

Maps, Documents
- Sewer and storm drain maps (sufficient detail to locate manholes)
- Site plan and building diagram
- Letter describing the investigation
- Identification (e.g., badge or ID card)
- Educational materials (to supplement pollution prevention efforts)
- List of agencies to contact if the dye discharges to a stream.
- Name of contact at the facility

Equipment to Find and Lift the Manhole Safely (small manhole often in a lawn)
- Probe
- Metal detector
- Crow bar
- Safety equipment (hard hats, eye protection, gloves, safety vests, steel-toed boots, traffic control equipment, protective clothing, gas monitor)

Equipment for Actual Dye Testing and Communications
- 2-way radio
- Dye (liquid or "test strips")
- High powered lamps or flashlights
- Water hoses
- Camera

Figure 64: Dye in a mesh bag is placed into an upstream manhole (left); Dye observed at a downstream manhole traces the path of the storm drain (right)

longer pipe network is being tested, and dye is not expected to appear for several hours, charcoal packets can be used to detect the dye (GCHD, 2002). Charcoal packets can be secured and left in place for a week or two, and then analyzed for the presence of dye. Instructions for using charcoal packets in dye testing can be accessed at the following website: http://bayinfo.tamug.tamu.edu/gbeppubs/ms4.pdf.

The basic drill for dye tests consists of three simple steps. First, flush or wash dye down the drain, fixture or manhole. Second, pop open downgradient sanitary sewer manholes and check to see if any dye appears. If none is detected in the sewer manhole after an hour or so, check downgradient storm drain manholes or outfalls for the presence of dye. Although dye testing is fairly straightforward, some tips to make testing go more smoothly are offered in Table 59.

Table 58: Dye Testing Options

Product	Applications
Dye Tablets	• Compressed powder, useful for releasing dye over time • Less messy than powder form • Easy to handle, no mess, quick dissolve • Flow mapping and tracing in storm and sewer drains • Plumbing system tracing • Septic system analysis • Leak detection
Liquid Concentrate	• Very concentrated, disperses quickly • Works well in all volumes of flow • Recommended when metering of input is required • Flow mapping and tracing in storm and sewer drains • Plumbing system tracing • Septic system analysis • Leak detection
Dye Strips	• Similar to liquid but less messy
Powder	• Can be very messy and must dissolve in liquid to reach full potential • Recommended for very small applications or for very large applications where liquid is undesirable • Leak detection
Dye Wax Cakes	• Recommended for moderate-sized bodies of water • Flow mapping and tracing in storm and sewer drains
Dye Wax Donuts	• Recommended for large sized bodies of water (lakes, rivers, ponds) • Flow mapping and tracing in storm and sewer drains • Leak detection

Table 59: Tips for Successful Dye Testing
(Adapted from Tuomari and Thompson, 2002)

Dye Selection
- Green and liquid dyes are the easiest to see.
- Dye test strips can be a good alternative for residential or some commercial applications. (Liquid can leave a permanent stain).
- Check the sanitary sewer before using dyes to get a "base color." In some cases, (e.g., a print shop with a permitted discharge to the sanitary sewer), the sewage may have an existing color that would mask a dye.
- Choose two dye colors, and alternate between them when testing multiple fixtures.

Selecting Fixtures to Test
- Check the plumbing plan for the site to isolate fixtures that are separately connected.
- For industrial facilities, check most floor drains (these are often misdirected).
- For plumbing fixtures, test a representative fixture (e.g., a bathroom sink).
- Test some locations separately (e.g., washing machines and floor drains), which may be misdirected.
- If conducting dye investigations on multiple floors, start from the basement and work your way up.
- At all fixtures, make sure to flush with plenty of water to ensure that the dye moves through the system.

Selecting a Sewer Manhole for Observations
- Pick the closest manhole possible to make observations (typically a sewer lateral).
- If this is not possible, choose the nearest downstream manhole.

Communications Between Crew Members
- The individual conducting the dye testing calls in to the field person to report the color dye used, and when it is dropped into the system.
- The field person then calls back when dye is observed in the manhole.
- If dye is not observed (e.g., after two separate flushes have occurred), dye testing is halted until the dye appears.

Locating Missing Dye
- The investigation is not complete until the dye is found. Some reasons for dye not appearing include:
- The building is actually hooked up to a septic system.
- The sewer line is clogged.
- There is a leak in the sewer line or lateral pipe.

Video Testing

Video testing works by guiding a mobile video camera through the storm drain pipe to locate the actual connection producing an illicit discharge. Video testing shows flows and leaks within the pipe that may indicate an illicit discharge, and can show cracks and other pipe damage that enable sewage or contaminated water to flow into the storm drain pipe.

Video testing is useful when access to properties is constrained, such as residential neighborhoods. Video testing can also be expensive, unless the community already owns and uses the equipment for sewer inspections. This technique will not detect all types of discharges, particularly when the illicit connection is not flowing at the time of the video survey.

Different types of video camera equipment are used, depending on the diameter and condition of the storm sewer being tested.

Field crews should review storm drain maps, and preferably visit the site before selecting the video equipment for the test. A field visit helps determine the camera size needed to fit into the pipe, and if the storm drain has standing water.

In addition to standard safety equipment required for all manhole inspections, video testing requires a Closed-Circuit Television (CCTV) and supporting items. Many commercially available camera systems are specifically adapted to televise storm sewers, ranging from large truck or van-mounted systems to much smaller portable cameras. Cameras can be self-propelled or towed. Some specifications to look for include:

- The camera should be capable of radial view for inspection of the top, bottom, and sides of the pipe and for looking up lateral connections.
- The camera should be color.
- Lighting should be supplied by a lamp on the camera that can light the entire periphery of the pipe.

When inspecting the storm sewer, the CCTV is oriented to keep the lens as close as possible to the center of the pipe. The camera can be self-propelled through the pipe using a tractor or crawler unit or it may be towed through on a skid unit (see Figures 65 and 66). If the storm drain has ponded water, the camera should be attached to a raft, which floats through the storm sewer from one manhole to the next. To see details of the sewer, the camera and lights should be able to swivel both horizontally and vertically. A video record of the inspection should be made for future reference and repairs (see Figure 67).

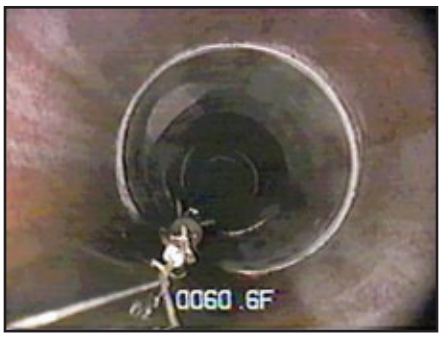


Figure 65: Camera being towed

Smoke Testing

Smoke testing is another "bottom up" approach to isolate illicit discharges. It works by introducing smoke into the storm drain system and observing where the smoke surfaces. The use of smoke testing to detect illicit discharges is a relatively new application, although many communities have used it to check for infiltration and inflow into their sanitary sewer network. Smoke testing can find improper

Figure 66: Tractor-mounted camera

Figure 67: Review of an inspection video

connections, or damage to the storm drain system (Figure 68). This technique works best when the discharge is confined to the upper reaches of the storm drain network, where pipe diameters are to small for video testing and gaining access to multiple properties renders dye testing infeasible.

Notifying the public about the date and purpose of smoke testing before starting is critical. The smoke used is non-toxic, but can cause respiratory irritation, which can be a problem for some residents. Residents should be notified at least two weeks prior to testing, and should be provided the following information (Hurco Technologies, Inc., 2003):

- Date testing will occur
- Reason for smoke testing
- Precautions they can take to prevent smoke from entering their homes or businesses
- What they need to do if smoke enters their home or business, and any health concerns associated with the smoke
- A number residents can call to relay any particular health concerns (e.g., chronic respiratory problems)

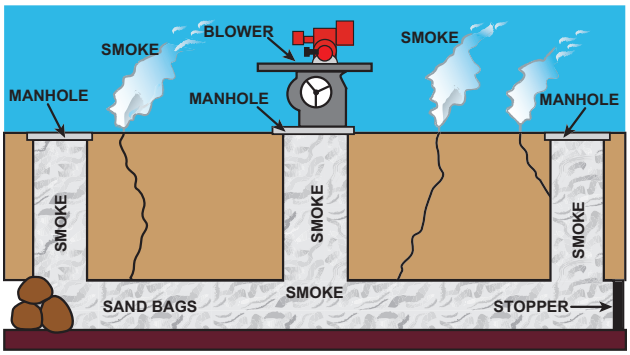


Figure 68: Smoke Testing System Schematic

Program managers should also notify local media to get the word out if extensive smoke testing is planned (e.g., television, newspaper, and radio). On the actual day of testing, local fire, police departments and 911 call centers should be notified to handle any calls from the public (Hurco Technologies, Inc., 2003).

The basic equipment needed for smoke testing includes manhole safety equipment, a smoke source, smoke blower, and sewer plugs. Two smoke sources can be used for smoke testing. The first is a smoke "bomb," or "candle" that burns at a controlled rate and releases very white smoke visible at relatively low concentrations (Figure 69). Smoke bombs are suspended beneath a blower in a manhole. Candles are available in 30 second to three minute sizes. Once opened, smoke bombs should be kept in a dry location and should be used within one year.

The second smoke source is liquid smoke, which is a petroleum-based product that is injected into the hot exhaust of a blower where it is heated and vaporized (Figure 70). The length of smoke production can vary depending on the length of the pipe being

Figure 69: Smoke Candles

Figure 70: Smoke blower

tested. In general, liquid smoke is not as consistently visible and does not travel as far as smoke from bombs (USA Blue Book).

Smoke blowers provide a high volume of air that forces smoke through the storm drain pipe. Two types of blowers are commonly used: "squirrel cage" blowers and direct-drive propeller blowers. Squirrel cage blowers are large and may weigh more than 100 pounds, but allow the operator to generate more controlled smoke output. Direct-drive propeller blowers are considerably lighter and more compact, which allows for easier transport and positioning.

Three basic steps are involved in smoke testing. First, the storm drain is sealed off by plugging storm drain inlets. Next, the smoke is released and forced by the blower through the storm drain system. Lastly, the crew looks for any escape of smoke above-ground to find potential leaks.

One of three methods can be used to seal off the storm drain. Sandbags can be lowered into place with a rope from the street surface. Alternatively, beach balls that have a diameter slightly larger than the drain can be inserted into the pipe. The beach ball is then placed in a mesh bag with a rope attached to it so it can be secured and retrieved. If the beach ball gets stuck in the pipe, it can simply be punctured, deflated and removed. Finally, expandable plugs are available, and may be inserted from the ground surface.

Blowers should be set up next to the open manhole after the smoke is started. Only one manhole is tested at a time. If smoke candles are used, crews simply light the candle, place it in a bucket, and lower it in the manhole. The crew then watches to see where smoke escapes from the pipe. The two most common situations that indicate an illicit discharge are when smoke is seen rising from internal plumbing fixtures (typically reported by residents) or from sewer vents. Sewer vents extend upward from the sewer lateral to release gas buildup, and are not supposed to be connected to the storm drain system.

13.4 Septic System Investigations

The techniques for tracing illicit discharges are different in rural or low-density residential watersheds. Often, these watersheds lack sanitary sewer service and storm water is conveyed through ditches or swales, rather than enclosed pipes. Consequently, many illicit discharges enter the stream as indirect discharges, through surface breakouts of septic fields or through straight pipe discharges from bypassed septic systems.

The two broad techniques used to find individual septic systems—on-site investigations and infrared imagery—are described in this section.

On-Site Septic Investigations

Three kinds of on-site investigations can be performed at individual properties to determine if the septic system is failing, including homeowner survey, surface condition analysis and a detailed system inspection. The first two investigations are rapid and relatively simple assessments typically conducted in targeted watershed areas. Detailed system inspections are a much more thorough investigation of the functioning of the septic system that is conducted by a certified professional. Detailed system inspections may occur at time of sale of a property, or be triggered by poor scores on the rapid homeowner survey or surface condition analysis.

Homeowner Survey

The homeowner survey consists of a brief interview with the property owner to determine the potential for current or future failure of the septic system, and is often done in conjunction with a surface condition analysis.

Table 60 highlights some common questions to ask in the survey, which inquire about resident behaviors, system performance and maintenance activity.

Surface Condition Analysis

The surface condition analysis is a rapid site assessment where field crews look for obvious indicators that point to current or potential production of illicit discharges by the septic system (Figure 71). Some of the key surface conditions to analyze have been described by Andrews *et al*., (1997) and are described below:

- Foul odors in the yard
- Wet, spongy ground; lush plant growth; or burnt grass near the drain field
- Algal blooms or excessive weed growth in adjacent ditches, ponds and streams
- Shrubs or trees with root damage within 10 feet of the system
- Cars, boats, or other heavy objects located over the field that could crush lateral pipes
- Storm water flowing over the drain field
- Cave-ins or exposed system components
- Visible liquid on the surface of the drain field (e.g., surface breakouts)
- Obvious system bypasses (e.g., straight pipe discharges)

Table 60: Septic System Homeowner Survey Questions
(Adapted from Andrews et al., 1997 and Holmes Inspection Services)

- How many people live in the house?[1]
- What is the septic tank capacity?[2]
- Do drains in the house empty slowly or not at all?
- When was the last time the system was inspected or maintained?
- Does sewage back up into the house through drain lines?
- Are there any wet, smelly spots in the yard?
- Is the septic tank effluent piped so it drains to a road ditch, a storm sewer, a stream, or is it connected to a farm drain tile?

[1] Water usage ranges from 50 to 100 gallons per day per person. This information can be used to estimate the wastewater load from the house (Andrews et. al, 1997).
[2] The septic tank should be large enough to hold two days' worth of wastewater (Andrews et. al, 1997).

a.  b. 

Figure 71: (a) Straight pipe discharge to nearby stream. (b) Algal bloom in a nearby pond.
(Sources: a- Snohomish County, WA, b- King County, WA)

Detailed System Inspection

The detailed system inspection is a much more thorough inspection of the performance and function of the septic system, and must be completed by a certified professional. The inspector certifies the structural integrity of all components of the system, and checks the depth of solids in the septic tank to determine if the system needs to be pumped out. The inspector also sketches the system, and estimates distance to groundwater, surface water, and drinking water sources. An example septic system inspection form from Massachusetts can be found at http://www.state.ma.us/dep/brp/wwm/soilsys.htm.

Although not always incorporated into the inspection, dye testing can sometimes point to leaks from broken pipes, or direct discharges through straight pipes that might be missed during routine inspection. Dye can be introduced into plumbing fixtures in the home, and flushed with sufficient running water. The inspector then watches the septic field, nearby ditches, watercourses and manholes for any signs of the dye. The dye may take several hours to appear, so crews may want to place charcoal packets in adjacent waters to capture dye until they can return later to retrieve them.

Infrared Imagery

Infrared imagery is a special type of photography with gray or color scales that represent differences in temperature and emissivity of objects in the image (www.stocktoninfrared.com), and can be used to locate sewage discharges. Several different infrared imagery techniques can be used to identify illicit discharges. The following discussion highlights two of these: aerial infrared thermography[13] and color infrared aerial photography.

Infrared Thermography

Infrared thermography is increasingly being used to detect illicit discharges and failing septic systems. The technique uses the temperature difference of sewage as a marker to locate these illicit discharges. Figure 72 illustrates the thermal difference

[13] Infrared thermography is also being used by communities such as Mecklenburg County and the City of Charlotte in NC to detect illicit discharges at outfalls.

between an outfall discharge (with a higher temperature) and a stream.

The equipment needed to conduct aerial infrared thermography includes an aircraft (plane or helicopter); a high-resolution, large format, infrared camera with appropriate mount; a GPS unit; and digital recording equipment. If a plane is used, a higher resolution camera is required since it must operate at higher altitudes. Pilots should be experienced since flights take place at night, slowly, and at a low altitude. The camera may be handheld, but a mounted camera will provide significantly clearer results for a larger area. The GPS can be combined with a mobile mapping program and a video encoder-decoder that encodes and displays the coordinates, date, and time (Stockton, 2000). The infrared data are analyzed after the flight by trained analysts to locate suspected discharges, and field crews then inspect the ground-truthed sites to confirm the presence of a failing septic system.

Late fall, winter, and early spring are typically the best times of year to conduct these investigations in most regions of the country. This allows for a bigger difference between receiving water and discharge temperatures, and interference from vegetation is minimized (Stockton, 2004b). In addition, flights should take place at night to minimize reflected and direct daylight solar radiation that may adversely affect the imagery (Stockton, 2004b).

Color Infrared Aerial Photography

Color infrared aerial photography looks for changes in plant growth, differences in soil moisture content, and the presence of standing water on the ground to primarily identify failing septic systems (Figure 73).

The Tennessee Valley Authority (TVA) uses color infrared aerial photography to detect failing septic systems in reservoir watersheds. Local health departments conduct follow-up ground-truthing surveys to determine if a system is actually failing (Sagona, 1986). Similar to thermography, it is recommended that flights take place at night, during leaf-off conditions, or when the water table is at a seasonal high (which is when most failures typically occur (U.S. EPA, 1999).

Figure 72: Aerial thermography showing sewage leak

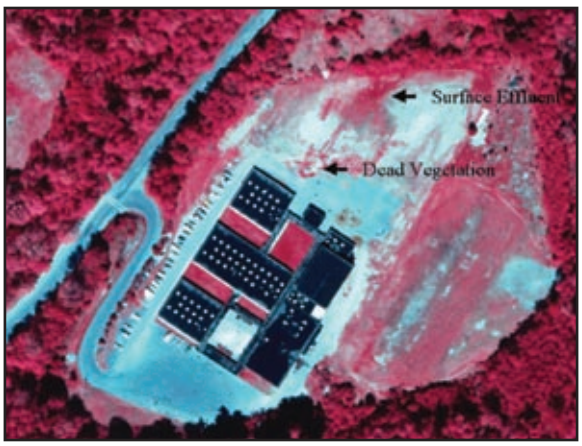


Figure 73: Dead vegetation and surface effluent are evidence of a septic system surface failure.
(Source: U.S. EPA, 1999)

13.5 The Cost to Trace Illicit Discharge Sources

Tracing illicit discharges to their source can be an elusive and complex process, and precise staffing and budget data are difficult to estimate. Experience of Phase I NPDES communities that have done these investigations in the past can shed some light on cost estimates. Some details on unit costs for common illicit discharge investigations are provided below.

Costs for Dye, Video, and Smoke Testing

The cost of smoke, dye, and video testing can be substantial and staff intensive, and often depend on investigation specific factors, such as the complexity of the drainage network, density and age of buildings, and complexity of land use. Wayne County, MI, has estimated the cost of dye testing at $900 per facility. Video testing costs range from $1.50 to $2.00 per foot, although this increases by $1.00 per foot if pipe cleaning is needed prior to testing.

Table 61 summarizes the costs of start-up equipment for basic manhole entry and inspection, which is needed regardless of which type of test is performed. Tables 62 through 64 provide specific equipment costs for dye, video and smoke testing, respectively.

Table 61: Common Field Equipment Needed for Dye, Video, and Smoke Testing

Item	Cost
1 Digital Camera	$200
Clipboards, Pens, Batteries	$25
1 Field vehicle	$15,000 - $35,000
1 First aid kit	$30
1 Spotlight	$40
1 Gas monitor and probe	$900 - $2,100
1 Hand-held GPS Unit	$150
2 Two-way radios	$250 - $750
1 Manhole hook	$80 - $130
1 Mirror	$70 - $130
2 Reflective safety vests	$40
Rubber/latex gloves (box of 100)	$25
1 Can of Spray Paint	$5
4 Traffic Cones	$50

Table 62: Equipment Costs for Dye Testing		
Product	**Water Volume**	**Cost**
Dye Strips	1 strip/500 gallons	$75 – $94 per 100 strips
Dye Tablets	0 – 50,000 gallons	$40 per 200 tablets
Liquid Concentrate (Rhodamine WT)	0 – 50,000 gallons	$80 – $90 per gallon $15 – $20 per pint
Powder	50,000 + gallons	$77 per lb
Dye Wax Cakes	20,000 – 50,000 gallons	$12 per one 1.25 ounce cake
Dye Wax Donuts	50,000 + gallons	$104 – $132 per 42 oz. donut
Price Sources: *Aquatic Eco-Systems http://www.aquaticeco.com/* *Cole Parmer http:/www.coleparmer.com* *USA Blue Book http:/www.usabluebook.com*		

Table 63: Equipment Costs for Video Testing	
Equipment	**Cost**
GEN-EYE 2™ B&W Sewer Camera with VCR & 200' Push Cable	$5,800
100' Push Rod and Reel Camera for 2" – 10" Pipes	$5,300
200' Push Rod and Reel Camera for 8" – 24" Pipes	$5,800
Custom Saturn III Inspection System 500' cable for 6-16" Lines	$32,000 ($33,000 with 1000 foot cable)
OUTPOST • Box with build-out • Generator • Washdown system	 $6,000 $2,000 $1,000
Video Inspection Trailer • 7'x10' trailer & build-out • Hardware and software package • Incidentals	 $18,500 $15,000 $5,000
Sprinter Chassis Inspection Vehicle • Van (with build-out for inspecting 6" – 24" pipes) • Crawler (needed to inspect pipes >24") • Software upgrade (optional but helpful for extensive pipe systems)	 $130,000 $18,000 $8,000
Sources: USA Blue Book and Envirotech	

Table 64: Equipment Costs for Smoke Testing	
Equipment	**Cost**
Smoke Blower	$1,000 to $2,000 each
Liquid Smoke	$38 to $45 per gallon
Smoke Candles, 30 second (4,000 cubic feet)	$27.50 per dozen
Smoke Candles, 60 Second (8,000 cubic feet)	$30.50 per dozen
Smoke Candles, 3 Minute (40,000 cubic feet)	$60.00 per dozen
Sources: Hurco Tech, 2003 and Cherne Industries, 2003	

Costs for Septic System Investigations

Most septic system investigations are relatively low cost, but factors such as private property access, notification, and the total number of sites investigated can increase costs. Unit costs for the three major septic system investigations are described below.

Homeowner Survey and Surface Condition Analysis

Both the homeowner survey and the surface condition analysis are relatively low cost investigation techniques. Assuming that a staff person can investigate one home per hour, the average cost per inspection is approximately $25. A substantial cost savings can be realized by using interns or volunteers to conduct these simple investigations.

Detailed System Inspection

Septic system inspections are more expensive, but a typical unit cost is about $250, and may also include an additional cost of pumping the system, at roughly $150, if pumping is required to complete the inspection (Wayne County, 2003). This cost is typically charged to the homeowner as part of a home inspection.

Aerial Infrared Thermography

The equipment needed to conduct aerial infrared thermography is expensive; cameras alone may range from $250,000 to $500,000 (Stockton, 2004a). However, private contractors provide this service. In general, the cost to contract an aerial infrared thermography investigation depends on the length of the flight (flights typically follow streams or rivers); how difficult it will be to fly the route; the number of heat anomalies expected to be encountered; the expected post-flight processing time (typically, four to five hours of analysis for every hour flown); and the distance of the site from the plane's "home" (Stockton, 2004a). The cost range is typically $150 to $400 per mile of stream or river flown, which includes the flight and post-flight analyses (Stockton, 2004a).

As an alternative, local police departments may already own an infrared imaging system that may be used. For instance, the Arkansas Department of Health used a state police helicopter with a Forward Looking Infrared (FLIR) imaging system, GPS, video equipment, and maps (Eddy, 2000). The disadvantage to this is that the equipment may not be available at optimal times to conduct the investigation. In addition, infrared imaging equipment used by police departments may not be sensitive enough to detect the narrow range of temperature difference (only a few degrees) often expected for sewage flows (Stockton, 2004a).

Chapter 14: Techniques to Fix Discharges

Quick and efficient correction of illicit discharges begins with having well defined legal authority and responsibilities coupled with strong enforcement and follow-up measures. Chapter 4 discussed important considerations with respect to legal authority and responsibility and Appendix B contains a model illicit discharge ordinance that provides language on violations, enforcement and penalties.

Most illicit discharge corrective actions involve some form of infrastructure modification or repair. These structural repairs are used to eliminate a wide variety of **direct discharges** such as sewage cross-connections, straight pipes, industrial cross-connections, and commercial cross-connections. Fixes range from simple plumbing projects to excavation and replacement of sewer lines. In some cases, structural repairs are necessary when **indirect** discharges, such as sewage from a sewer break or pump station failure enter the MS4 through an inlet, or flows directly into receiving waters. Most **transitory** discharges are corrected simply with spill containment and clean-up procedures. Section 8.3 previously discussed an overview of the correction process. The following section discusses more specific correction considerations.

14.1 Implementation Considerations

Once the source of an illicit discharge has been identified, steps should be taken to fix or eliminate the discharge. The following four questions should be answered for each individual illicit discharge to determine how to proceed:

- Who is responsible?
- What methods will be used to fix it?
- How long will it take?
- How will removal be confirmed?

The answer to each of these questions depends on the source of the discharge. Illicit discharges generally originate from one of the following sources:

- *An internal plumbing connection* (e.g., the discharge from a washing machine is directed to the building's storm lateral; the floor drain in a garage is connected to the building's storm lateral)
- *A service lateral cross-connection* (e.g., the sanitary lateral from a building is connected to the MS4)
- *An infrastructure failure within the sanitary sewer or MS4* (e.g., a collapsed sanitary line is discharging into the MS4)
- *An indirect transitory discharge resulting from leaks, spills, or overflows.*

Financial responsibility for source removal will typically fall on property owners, MS4 operators, or some combination of the two.

Who's responsible for fixing the problem?

Ultimate responsibility for removing the source of a discharge is generally that of either the property owner or the municipality/utility (e.g., primary owner/operator of the MS4).

Internal Plumbing Connection

The responsibility for correcting an internal plumbing connection is generally the responsibility of the building owner. Communities may wish to develop a list of certified contractors that property owners can hire for corrections.

Service Lateral

As with internal plumbing connections, the responsibility for correcting a problem within a service lateral is typically that of the property owner being served by the lateral. However, the cost of correcting a service lateral problem can be significantly higher than that of fixing an internal plumbing problem, so communities may want to consider alternative remedial approaches than those for internal plumbing corrections. For example, communities can have on-call contractors fix lateral connections allowing the problem to be fixed as soon as it is discovered. The community can then: 1) pay for correction costs through the capital budget, or state or federal funding options, or 2) share the cost with the owner, or 3) pass on the full cost to the property owner.

Infrastructure Failure Within the Sanitary Sewer or MS4

Illicit discharges related to some sort of infrastructure failure within the sanitary sewer or MS4 should be corrected by the jurisdiction, utility, or agency responsible for maintenance of the sewers and drains.

Transitory Discharge

Repair of transitory discharge sources will usually be the responsibility of the property owner where the discharge originates. Ordinances should clearly stipulate the time frame in which these discharges should be repaired.

What methods will be used to fix the problem?

The methods used to eliminate discharges will vary depending on the type of problem and the location of the problem. Internal plumbing corrections can often be performed using standard plumbing supplies for relatively little cost. For correction locations that occur outside of the building, such as service laterals or infrastructure in the right of way, costs tend to be significantly more due to specialized equipment needs. Certified contractors are recommended for these types of repairs. Table 65 provides a summary of a range of methods for fixing these more significant problems along with estimated costs. The last six techniques described in Table 68 are used for sanitary sewer line repair and rehabilitation. These activities are typically used when there is evidence of significant seepage from the sanitary system to the storm drain system.

How long should it take?

The timeframe for eliminating a connection or discharge should depend on the type of connection or discharge and how difficult elimination will be. A discharge that poses a significant threat to human or environmental health should be discontinued and eliminated immediately. Clear guidance should be provided in the local ordinance on the timeframe for removing discharges and connections. Typically, discharges should be stopped within seven days of notification by the municipality, and illicit connections should be repaired within 30 days of notification.

How is the removal or correction confirmed?

Removal and correction of a discharge or connection should be confirmed both at the

source, to ensure that the correction has been made, and downstream, to ensure that it is the only local discharge present.

For discharges resulting from internal plumbing and lateral connections, dye testing can confirm the correction. Also, sandbagging should be done in the first accessible storm drain manhole downstream of the correction to verify that this was the only discharge present.

The correction of discharges resulting from some sort of infrastructure failure in the sanitary sewer or MS4 can be verified by dye testing or televising the line in conjunction with sandbagging and sampling at an accessible downstream manhole.

Table 65: Methods to Eliminate Discharges

Technique	Application	Description	Estimated Cost
1. Service Lateral Disconnection, Reconnection	Lateral is connected to the wrong line	Lateral is disconnected and reconnected to appropriate line	$2,500[1]
2. Cleaning	Line is blocked or capacity diminished	Flushing (sending a high pressure water jet through the line); pigging (dragging a large rubber plug through the lines); or rodding	$1/linear foot[2]
3. Excavation and Replacement	Line is collapsed, severely blocked, significantly misaligned, or undersized	Existing pipe is removed, new pipe placed in same alignment; Existing pipe abandoned in place, replaced by new pipe in parallel alignment	For 14” line, $50-$100/linear foot (higher number is associated with repaving or deeper excavations, if necessary)[2]
4. Manhole Repair	Decrease ponding; prevent flow of surface water into manhole; prevent groundwater infiltration	Raise frame and lid above grade; install lid inserts; grout, mortar or apply shortcrete inside the walls; install new precast manhole.	Vary widely, from $250 to raise a frame and cover to ~ $2,000 to replace manhole[2]
5. Corrosion Control Coating	Improve resistance to corrosion	Spray- or brush-on coating applied to interior of pipe.	< $10/linear foot[2]
6. Grouting	Seal leaking joints and small cracks	Seals leaking joints and small cracks.	For a 12” line, ~ $36-$54/linear foot[2]
7. Pipe Bursting	Line is collapsed, severely blocked, or undersized	Existing pipe used as guide for inserting expansion head; expansion head increases area available for new pipe by pushing existing pipe out radially until it cracks; bursting device pulls new pipeline behind it	For 8” pipe, $40-$80/linear foot[4]
8. Slip Lining	Pipe has numerous cracks, leaking joints, but is continuous and not misaligned	Pulling of a new pipe through the old one.	For 12” pipe, $50-$75 /linear foot[2]
9. Fold and Formed Pipe	Pipe has numerous cracks, leaking joints	Similar to sliplining but is easier to install, uses existing manholes for insertion; a folded thermoplastic pipe is pulled into place and rounded to conform to internal diameter of existing pipe	For 8-12” pipe, $60-$78/linear foot[3]

Table 65: Methods to Eliminate Discharges			
Technique	**Application**	**Description**	**Estimated Cost**
10. Inversion Lining	Pipe has numerous cracks, leaking joints; can be used where there are misalignments	Similar to sliplining but is easier to install, uses existing manholes for insertion; a soft resin impregnated felt tube is inserted into the pipe, inverted by filling it with air or water at one end, and cured in place.	$75-$125/linear foot[2]
1 CWP (2002) *2 1991 costs from Brown (1995)* *3 U.S. EPA (1991)* *4 U.S. EPA (1999b)*			

POWER AUTHORITY

OF THE

STATE OF NEW YORK

30 South Pearl Street
Albany, New York 12207

MARKET POWER PROGRAM

AGREEMENT FOR THE SALE

OF FULL REQUIREMENTS ELECTRIC SERVICE

Village of Wesley Hills

[Public Entity Contract Form-12023]

The Power Authority of the State of New York ("Authority"), created pursuant to Chapter 772 of the New York Laws of 1931 and existing under Title 1 of Article 5 of the New York Public Authorities Law ("PAL"), with offices and principal place of business at 30 South Pearl Street, 10th Floor, Albany, New York 12207-3425 ("Authority"), hereby enters into this Agreement for the Sale of Full Requirements Electric Service ("Agreement"), with Village of Wesley Hills, with offices located at 432 Route 306, Monsey, NY 10952-1221 ("Customer"). The Authority and the Customer are from time to time referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WHEREAS the Authority is authorized to sell power and energy procured from market sources in accordance with Public Authorities Law ("PAL") § 1005(27), to any "public entity" as such term is defined in subdivision 27;

WHEREAS, the Customer desires to become a full requirements electric service customer of the Authority in accordance with the terms and conditions agreed to in this Agreement, and has furnished the Authority with documentation satisfactory to the Authority as to Customer's corporate power and due authorization to execute, deliver and perform such Agreement in accordance with its terms and conditions; and

WHEREAS, the Authority is further authorized by the PAL, including PAL § 1005(17), to provide energy-related projects, programs and services ("Energy Services") to the Customer.

NOW THEREFORE, in consideration of the mutual covenants herein, the Authority and the Customer agree as follows:

ARTICLE I
DEFINITIONS

"Agreement" means this Agreement, including all schedules, appendices and other materials incorporated into the Agreement.

"Authority" has the meaning set forth in the introductory paragraph of this Agreement.

"Billing Period" has the meaning set forth in the Service Tariff.

"Business Day" means any day that is not a Saturday, Sunday or legal holiday in the State of New York.

"Claiming Party" has the meaning set forth in Section 11.1 of this Agreement.

"Clean Energy Compliance Measures" has the meaning set forth in Schedule C to this Agreement.

"Credit" means a certificate or other claim to the environmental attributes associated with energy produced by or from qualifying resources that typically represents proof that one megawatt hour (1 MWh, or 1000 kilowatt-hours) of qualifying electricity was generated and delivered to the power grid.

"Customer" has the meaning set forth in the introductory paragraph of this Agreement and Schedule A. The term Customer does not include any other Person.

"Day" or "day", unless otherwise expressly specified, means a calendar day.

"Effective Date" means the date as of which this Agreement is fully executed by the Parties.

"Electric Service" means the supply of Energy, Unforced Capacity associated with supplied Energy, and Environmental Attributes in accordance with the terms and provisions of this Agreement, the Service Tariff and the Rules.

"Energy" means energy procured by the Authority from NYISO markets and/or supplied from other sources the Authority determines to be appropriate and offered for delivery by the Customer's Local Electric Utility in accordance with the Service Tariff.

"Energy Projects" shall have the meaning set forth in Section 7.1 of this Agreement.

"Environmental Attribute" means a Credit associated with renewable energy (1) produced by a renewable energy source owned and operated by the Authority, or (2) procured by the Authority.

"Facilities" means the Customer's facilities listed in Schedule B to this Agreement.

"FERC" means the Federal Energy Regulatory Commission (or any successor organization).

"Fixed Rate Structure" has the meaning set forth in the Service Tariff.

"Force Majeure" means labor strikes, lockouts or other labor actions or unrest, shortage of labor, transportation, raw materials, energy sources, or failure of usual means of supply; fire; ice; storms of unusual severity, flood; war, declared or undeclared; insurrection; riots, acts of God or the public enemy; acts or threatened acts of terrorism; accidents to or breakdown or mechanical failure of machinery or equipment caused by an event of Force Majeure; "uncontrollable forces" as defined in section 454.3(c) of the Rules; acts or orders of government authorities or the NYISO or any other system operator; change in law or regulations preventing performance; or any other cause whatsoever whether or not of any nature of character mentioned above which is beyond the reasonable control of the affected Party and which affects the performance by the affected Party of the whole or part of its obligations under this Agreement. For the avoidance of doubt, Force Majeure shall not include (i) increased costs of performance or decline in revenues, including price disruption or deterioration in Customer's sale markets; (ii) Customer's inability economically to use any portion of Electric Service; (iii) defaults or non-performance by contractors or suppliers; or (iv) unavailability of financing.

"Load Serving Entity" (or "LSE") means an entity that provides capacity, energy and ancillary services to a consumer in compliance with NYISO Tariffs, rules, manuals and procedures.

"Local Electric Utility" means the distribution utility in whose franchise/service territory the Facilities are located, and which provides delivery service to the Facilities.

"Market Energy" means energy procured by the Authority from NYISO markets.

"Metering Arrangement" has the meaning set forth in Section 2.8.1 of this Agreement.

"New Charges" has the meaning set forth in the Service Tariff.

"NYEM" means the New York Energy Manager, a digital energy management platform owned and operated by the Authority.

"NYEM Agreement" means a written agreement between the Authority and the Customer providing for terms and conditions applicable the Customer's participation in NYEM.

"NYGATS" means the New York Generation Attribute Tracking System, which is the generation attribute registry administered by NYSERDA. Under the NYGATS operating rules, NYGATS, among other things, creates certificates to uniquely define each MWh of energy and associated Credits generated in or imported into New York; tracks said certificates and Credits; and prevents double counting.

"NYISO" means the New York Independent System Operator, Inc. or any successor organization.

"NYISO Charges" has the meaning set forth in the Service Tariff.

"NYISO Tariffs" has the meaning set forth in the Service Tariff.

"NYSERDA" means the New York State Energy Research and Development Authority.

"Permitted Parties" shall have the meaning set forth in Section 2.8.2 of this Agreement.

"Person" means any natural person, corporation, company, sole proprietorship, governmental entity, or other entity.

"PSC" means the Public Service Commission of the State of New York.

"Rate Structure" has the meaning set forth in the Service Tariff.

"Regulatory Change" has the meaning set forth in Section 11.2 of this Agreement.

"Regulatory Order" means an order issued by a regulatory agency or authority of the State of New York, inclusive of orders issued by the PSC.

"Rules" refers to the Authority's Rules and Regulations set forth in Chapter X of Title 21 of the Official Compilation of Codes, Rules and Regulations of the State of New York, as modified from time to time by the Authority.

"Service Information" shall have the meaning set forth in Section 2.8.3 of this Agreement.

"Service Tariff" means the Authority's Service Tariff No. FES-1, entitled "Schedule of Rates for the Sale of Full Requirements Electric Service", as modified from time to time by the Authority, which contains, among other things, the schedule establishing rates, terms and conditions for Electric Service provided to the Customer under this Agreement.

"State" means the State of New York.

"State Energy Standard" has the meaning set forth in Schedule C.

"Supplemental Credits" has the meaning set forth in Section 3.2 of this Agreement.

"Taxes" have the meaning set forth in Service Tariff.

"Term" means the period of time specified in Schedule A, during which the Authority will provide Electric Service to the Customer in accordance with the terms and conditions in this Agreement, the Service Tariff and the Rules.

"Unforced Capacity" means unforced capacity the Authority supplies in accordance with the NYISO Tariffs with respect to the Customer load served under this Agreement which the Authority procures from NYISO markets and/or supplies from other sources the Authority determines to be appropriate, which may include Authority-operated generators.

"Unsatisfactory Metering Arrangement" has the meaning set forth in Section 2.8.1 of this Agreement.

"Utility Tariff" means the retail tariff(s) of the Customer's Local Electric Utility filed and approved by the PSC, which addresses the terms and conditions for the delivery service to the Facilities.

"Variable Rate Structure" has the meaning set forth in the Service Tariff.

ARTICLE II
ELECTRIC SERVICE

2.1 The Authority will provide Electric Service to meet the full electric consumption requirements of the Customer at the Facilities identified in Schedule B, and the Customer agrees to accept and purchase such Electric Service from the Authority in accordance with the terms and conditions set forth in this Agreement, the Service Tariff and the Rules.

2.2 Customer may request to add Facilities to or remove Facilities from Schedule B, or request a temporary increase or decrease in the amount of Energy and associated Unforced Capacity by giving the Authority notice of such request. If the Authority accepts that request, upon mutual agreement to any such revision, the Authority will implement the change for future Billing Periods as soon as practicable subject to the applicable operating procedures of the Authority and applicable tariffs and operating procedures of the Local Electric Utility and the NYISO. Thereafter, the Authority will issue an amended Schedule B and any other amended schedules to reflect any agreed-upon change.

2.3 The Authority will supply and assign exclusively to Customer the quantity of Environmental Attributes that the Customer has agreed to purchase as a percentage allocation of total MWh load served under this Agreement as set forth in Schedule A, and register them in NYGATS in the Customer's name. Credits purchased by or credited to the Authority as LSE for the Customer's load under the Authority's Clean Energy Compliance Measures will be reflected in the calculation of the applicable percentage. The Authority will, subject to agreements with its bondholders, apply revenue associated with the sale of Environmental Attributes associated with an Authority-operated generator exclusively for operation and maintenance of and capital improvements for the Authority's renewable energy generator facilities. Customer may at its option during the Term elect not to receive Environmental Attributes, or select an amount of Environmental Attributes equal to either 51 percent or 100 percent of the Customer's total MWh load served under this Agreement, by giving the Authority notice of the requested modification. Upon mutual agreement to any revision, the Authority will implement the modification for future Billing Periods as soon as practicable subject to all relevant considerations including Environmental Attribute purchase commitments made by the Authority, the applicable operating procedures of the Authority, and applicable tariffs and operating procedures of the Local Electric Utility and the NYISO. Thereafter, the Authority will issue such amended schedules as it deems appropriate to reflect any agreed upon modifications, including revised rates or charges that will apply as a result of any modification. Environmental Attributes will not be used by the Authority to implement Clean Energy Compliance Measures.

2.4 A copy of the Service Tariff is attached to this Agreement as Exhibit 1 and will apply under this Agreement with the same force and effect as if fully set forth herein. The Authority may, from time to time, amend the Service Tariff and the Rules. If so amended, the amended provisions thereof will apply under this Agreement with the same force and effect as if set forth herein. The Authority shall provide at least thirty (30) days prior written notice to the Customer of any proposed amendment to the Service Tariff or the Rules. No amendment to the Service Tariff or the Rules shall affect the determination of rates for Electric Service to the Customer or otherwise materially change the terms and conditions of Electric Service during the Term except insofar as otherwise authorized by this Agreement, the Service Tariff or the Rules.

2.5 The date upon which Electric Service will commence is subject to the applicable operating procedures of the Authority and applicable tariffs and operating procedures of the Local Electric Utility and the NYISO. Once commenced, Electric Service will continue for the Term until this Agreement is terminated in accordance with the terms and conditions in this Agreement, the Service Tariff and the Rules.

2.6 The provision of Electric Service is subject to the Utility Tariff and the terms and conditions of any agreements and other understandings between the Authority and the Local Electric Utility.

2.7 Electric Service will be provided only to the Facilities identified in Schedule B via the applicable bus or interconnection (PTID#).

2.8 As part of Electric Service to the Customer, the Authority will provide Unforced Capacity in amounts necessary to meet the Customer's NYISO Unforced Capacity requirements associated with Customer's load in accordance with NYISO Tariffs and/or and NYISO rules,

manuals and procedures, and act as the LSE with respect to the NYISO or arrange for the Local Electric Utility or another entity to do so on the Authority's behalf for the Customer load served under this Agreement.

2.9 Miscellaneous Service Conditions.

2.9.1 Each of Customer's Facilities shall utilize revenue grade metering instrumentation that is consistent with NYISO Tariffs and/or and NYISO rules, manuals and procedures and Local Electric Utility requirements and satisfactory to the Authority, or another metering arrangement satisfactory to the Authority must be provided and maintained (collectively, "Metering Arrangement"). A Metering Arrangement that does not meet such requirements (an "Unsatisfactory Metering Arrangement") shall be grounds for the Authority to withhold or suspend Electric Service on at least ten (10) days' notice to the Customer. After commencement of Electric Service, the Customer shall notify the Authority in writing within fifteen (15) days of any alteration to the Facility's Metering Arrangement, and provide any information requested by the Authority (including Facility access) to enable the Authority to determine whether the Metering Arrangement remains satisfactory. If an altered Metering Arrangement is not made to conform to the Authority's requirements within thirty (30) days of a determination it is unsatisfactory (which condition shall constitute an Unsatisfactory Metering Arrangement for purposes of this paragraph), the Authority shall have the right to suspend Electric Service on at least ten (10) days' notice to the Customer. If an Unsatisfactory Metering Arrangement is not thereafter corrected within thirty (30) days, the Authority shall have the right to terminate this Agreement on at least ten (10) days' notice to the Customer. The Authority may, in its sole discretion, waive any of the requirements provided for in this Section in whole or in part where, in the Authority's judgment, another mechanism satisfactory to the Authority can be implemented to enable the Authority to receive pertinent, timely and accurate information relating to the Customer's energy consumption and demand and render bills to the Customer for all charges that become due in accordance with this Agreement, the Service Tariff and the Rules.

2.9.2 By executing this Agreement, the Customer consents and permits exchange of Customer-information between the Authority and the Customer's Local Electric Utility ("Permitted Parties") to the extent necessary to provide for the provision of Electric Service; delivery service by the Local Electric Utility; billing related to Electric Service or delivery service; and/or the performance of the Permitted Parties' obligations relating to such matters and as delineated under any Utility Tariff or contracts or other arrangements between the Permitted Parties.

2.9.3 The Customer understands and acknowledges that the Authority may from time to time require the Customer to complete forms, provide documentation, execute consents and provide other information (collectively, "Service Information") that the Authority determines is necessary for the provision of Electric Service, including the purposes described in Section 2.8. The Customer's failure to provide such Service Information on a timely basis shall be grounds for the Authority to modify or suspend Electric Service. If the failure to provide Service Information is not cured within thirty (30) days, the Authority shall have the right to terminate this Agreement on at least ten (10) days' notice to the Customer.

2.9.4 By executing this Agreement, the Customer is authorizing the Authority to take the steps necessary to switch the Customer's electric commodity supply requirements to the extent provided in this Agreement from its current supplier to the Authority.

ARTICLE III
NON-AUTHORITY ENERGY SUPPLY

3.1 The Customer shall have the right at its own expense to install and operate distributed energy resources at or adjacent to the Facilities for electricity self-supply, or elect to self-supply or purchase physical renewable energy and capacity from non-Authority sources, provided the Customer gives the Authority prior written notice indicating the amount and expected commencement date of such self-supply at least one hundred eighty (180) days prior to the start of the NYISO capability period in which such self-supply is expected to commence operation. The Authority shall have no responsibility to serve as the LSE, provide for delivery of any self-supply products or undertake any other role with respect to any such non-Authority supply resources unless the Parties agree in writing that the Authority will do so.

3.2 The Customer shall have the right to procure Credits, such as renewable energy credits, from non-Authority sources ("Supplemental Credits") during the Term, provided the Authority will not use Supplement Credits to satisfy the Authority's Clean Energy Compliance Measures, or as Environmental Attributes the Authority supplies under this Agreement. The Customer will be responsible for all costs associated with Supplemental Credits including without limitation cost of purchase and of qualifying Supplemental Credits under NYGATS procedures.

ARTICLE IV
TRANSMISSION AND DELIVERY

4.1 The provision of Electric Service is separate from transmission and delivery associated with the Authority's Electric Service. The Customer acknowledges and agrees that the Local Electric Utility in whose service territory Facilities are located will be responsible for providing delivery service to the Facility and the Authority has no responsibility for such delivery.

4.2 The Customer shall be responsible for:

4.2.1 complying with all requirements of its Local Electric Utility (including requirements of any interconnecting utilities) necessary for the Customer to receive the delivery service by the Local Electric Utility;

4.2.2 paying its Local Electric Utility for delivery service in accordance with the Utility Tariff on a timely basis, provided that if the Authority incurs any charges associated with such delivery service, the Customer shall reimburse the Authority for all such charges; and

4.2.3 obtaining any information, consents and agreements from its Local Electric Utility that are necessary for delivery service.

ARTICLE V
RATES AND OTHER CHARGES

5.1 Electric Service shall be provided to the Customer in accordance with the rates, terms and conditions provided for in this Agreement, the Service Tariff and the Rules. The applicable Rate Structure is indicated in Schedule A by the completion of either Option 1 (Fixed Rate Structure) or Option 2 (Variable Rate Structure).

5.2 The Authority has developed compliance programs, reflective of its legal status, for the purpose of addressing requirements similar to those the PSC imposes on jurisdictional LSEs in the State under various State Energy Standards. The Authority recovers the costs incurred for these compliance programs through a Monthly Clean Energy Implementation Charge. The Service Tariff and Schedule C describe the way the Authority will recover the Monthly Clean Energy Implementation Charge from the Customer for the load served under this Agreement.

ARTICLE VI
BILLING

6.1 Except as otherwise expressed in this Agreement, all provisions with respect to billing for Electric Service and other charges, including, as applicable, taxes and adjustments, are set forth in the Service Tariff and the Rules.

ARTICLE VII
ENERGY PROJECTS AND SERVICES

7.1 The Authority agrees to cooperate upon reasonable request with the Customer at the Customer's request to identify energy efficiency and clean energy projects, programs and services ("Energy Projects") the Authority will make available to Customer. The Customer will bear the costs of any Energy Projects agreed upon by the Parties pursuant to terms and conditions addressed in one or more separate agreements between the Parties.

7.2 By entering into this Agreement, the Customer shall be eligible to receive a basic level of energy management service offered by the Authority through the Authority's NYEM platform in accordance with the terms and conditions provided for in a NYEM Agreement between the Parties.

ARTICLE VIII
ASSIGNMENT; TRANSFERS; RESALE

8.1 This Agreement is for the sole benefit of the Parties. Nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8.2 The Customer may not: (a) assign or transfer this Agreement or any right or obligation hereunder, including without limitation the right to receive Electric Service to any other Person; or (b) resell any portion of Electric Service provided under this Agreement to any other Person. Any purported assignment, transfer or resale in violation of this prohibition shall be invalid, void ab initio, and will constitute grounds for the Authority to terminate this Agreement.

8.3 The Customer may not resell, lease, loan, trade, assign, or otherwise transfer any Environmental Attributes sold to the Customer under Agreement to any other person. Any purported resale, lease, loan, trade, assignment or transfer in violation of this prohibition shall be invalid, void ab initio, and will constitute grounds for the Authority to terminate this Agreement.

8.4 This Agreement may not be used for and shall not be made available to any Person for procurements of any of the products and services Authority provides to Customer hereunder, including without limitation procurements authorized by General Municipal Law § 103(16) (commonly known as "piggybacking").

ARTICLE IX
EFFECTIVENESS; TERMINATION; EFFECT

9.1 Effectiveness. This Agreement shall become effective and legally binding on the Parties on the Effective Date. Electric Service under this Agreement shall continue until the earliest of: (a) complete termination of the Agreement by the Customer in accordance with this Agreement; (b) complete or partial termination by Authority in accordance with this Agreement, the Service Tariff or the Rules; or (c) expiry of the Term. Notwithstanding termination of the Agreement or Electric Service, each Party's obligations to make payments or settlements with respect to services provided prior to termination, and Article VI (Billing), this Article IX (Effectiveness; Termination; Effect), Article X (Notices) and Article XI (Miscellaneous) will survive termination with respect to any applicable circumstances.

9.2 Termination for Cause. Either Party may give the other Party notice of breach of any provision of this Agreement, setting forth in reasonable detail the nature of such breach, and the Party receiving such notice shall have thirty (30) Days to cure such breach, provided the cure period for a payment default shall be five (5) Business Days. If such breach (other than a payment default) cannot reasonably be cured within thirty (30) Days, and if the breaching Party promptly commences and diligently pursues efforts reasonably calculated to cure such breach, the time for cure of such breach shall be extended to sixty (60) Days. If the Party in breach fails to cure such breach within the time periods set forth in this Section, the non-breaching Party, in addition to other remedies under this Agreement or available at law or in equity, may terminate this Agreement by five (5) Business Days' notice to the breaching Party, such termination to be effective as of the last Day of the calendar month in which such notice is given, or if fewer than five (5) Business Days remain in such month as of the date of notice, such termination will be effective on the last Day of the following calendar month.

9.3 Elective Termination. Either Party may terminate this Agreement without cause, in its sole discretion, by giving the other Party ninety (90) Days' prior notice of its intent to terminate as of any time after a date that is two hundred seventy (270) days after commencement

of Electric Service, with such termination to be effective as of the last Day of a calendar month falling at least ninety (90) Days following such notice date.

9.4 Termination by the Authority. The Authority may terminate Electric Service in whole or in part under this Agreement upon five (5) Business Days' notice, effective as of the last day of a calendar month, for any of the following reasons:

(a) the Customer rescinds any consent and or authorization required by this Agreement; or

(b) a court or administrative agency takes action that renders ineffective any material provision of this Agreement, prohibits material performance under the Agreement, or otherwise constitutes a material adverse change for the Authority.

9.5 Suspension of Electric Service by the Authority. The Authority in its sole discretion may suspend Electric Service for any reason for which the Authority is authorized to terminate Electric Service under Sections 9.2 and 9.4 of this Agreement.

9.6 Rights and Obligations Upon Termination. In the event of a termination of Electric Service, whether as a result of an expiration of the Term or the exercise by either Party of its right to terminate:

9.6.1 Each Party's rights and obligations to render invoices, and to make and receive payments for performance rendered prior to such termination, and with respect to audit, reporting, review, adjustments and disputes, shall remain in effect until fully discharged. A final bill will be rendered within a reasonable time of the final meter reading by the Local Electric Utility and the Authority's receipt of final NYISO charges relating to the Customer's Electric Service, provided that if meter access is unavailable, an estimated billing will be rendered which will be reconciled after the final meter reading is provided.

9.6.2 The Authority will notify the Local Electric Utility of the termination of Electric Service. It shall be the Customer's responsibility to make all arrangements necessary for an alternative commodity supply. The Customer acknowledges and agrees that it may take several Billing Periods before the Customer can be transitioned to the Local Electric Utility or an alternative commodity provider, and that it shall remain liable to the Authority for Electric Service provided during this period.

9.7 Customer Liability for Early Termination. Notwithstanding any provision to the contrary in the Service Tariff or the Rules, if the Customer is taking Electric Service under Option 1 (Fixed Rate Structure), and this Agreement is (i) terminated by the Customer pursuant to Section 9.3, (ii) terminated by the Authority for cause in accordance with Section 9.2, or (iii) terminated by the Authority in accordance with Section 9.4(a), then, in addition to all other amounts that become due and owing in accordance with the Agreement, the Service Tariff and the Rules, the Customer shall be liable to the Authority for all unrecoverable costs the Authority incurs to provide Electric Service to the Customer for the Term, including costs relating to (i) hedging instruments procured by the Authority, and (ii) energy, capacity and charges incurred by the Authority under Section III.B and III.C of the Service Tariff.

ARTICLE X
NOTICES

10.1 Notices, consents, authorizations, approvals, instructions, waivers or other communications provided in this Agreement shall be in writing and transmitted to the Parties as follows:

To Authority:
Manager, Business Power Allocations & Compliance
New York Power Authority
123 Main Street
White Plains, New York 10601
Telephone: (914) 681-6200
Facsimile: (914) 390-8156
Electronic mail: ContractDocs@nypa.gov

To Customer:
Name: Marshall Katz
Title: Mayor
Company: Village of Wesley Hills
Address: 432 Route 306, Monsey, NY 10952
Telephone: 845-354-0400
Facsimile:
Electronic mail: mayor@wesleyhills.org

10.2 Unless otherwise provided for in another Section of this Agreement, any notice, communication or request required or authorized by this Agreement by either Party to the other shall be deemed properly given: (a) on the third Business Day after depositing in the U.S. mail, properly addressed if sent by U.S. First Class mail addressed to the Party at the address set forth above; (b) on the next Business Day, if sent by a nationally recognized overnight delivery service properly addressed; (c) upon delivered by hand during business hours on a Business Day, with written confirmation of receipt; (d) upon dispatch if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; (e) if sent by electronic mail to the appropriate address as set forth above, with written confirmation of receipt; or (f) if sent by electronic file or data transfer to the appropriate address as set forth above, with written confirmation of receipt, provided that electronic deliveries shall be deemed given on the same day if delivered prior to 17:00 hours local time at the place of receipt on a Business Day, and otherwise shall be deemed received on the next Business Day. Either Party may change the addressee and/or address for correspondence sent to it by giving written notice in accordance with the foregoing. Either Party may change the addressee and/or address for correspondence sent to it by giving written notice in accordance with the foregoing.

ARTICLE XI
MISCELLANEOUS

11.1 Force Majeure

To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party"), the Claiming Party shall be excused from the performance of its obligations with respect to this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure. Failure to perform in whole or in part because of the occurrence of an event of Force Majeure shall not constitute a default hereunder or subject a Party to liability for any resulting loss or damage. The Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so, it being understood that no Party shall be required to make any concession or grant any demand or request in order to bring to an end any strike, lockout or other industrial disturbance where such course is deemed inadvisable in its sole discretion. Upon the occurrence of an event of Force Majeure, the Claiming Party shall promptly notify the non-Claiming Party of such events and shall specify in reasonable detail the facts constituting such events of Force Majeure.

11.2 Regulatory Change

This Agreement and the provision of Electric Service is subject to future statutory enactments, and orders, rules, regulations or decisions of a duly constituted governmental authority or independent system operator having jurisdiction over the matters addressed in this Agreement. If at some date after the Effective Date there is a change in any law, rule, regulation, Utility Tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or other provision of this Agreement including, but not limited to price, the Authority shall have the right to modify this Agreement to reflect such Regulatory Change (including without limitation by adjusting rates and other charges or adding new charges to reflect any increase in the Authority's costs as result of such Regulatory Change) upon providing the Customer with 30 days' written notice of such modification except where such notice is impractical.

11.3 Choice of Law

Any claim, suit, action or any other proceeding in law or equity arising under, or in any way relating to this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

11.4 Venue

Each Party consents to the exclusive jurisdiction and venue of any state court within or for Albany County, New York, with subject matter jurisdiction for adjudication of any claim, suit, action or any other proceeding in law or equity arising under, or in any way relating to this Agreement.

11.5 Complete Agreement

This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the sale of Electric Service and the other subject matter of this Agreement, and supersedes all previous communications between the Parties hereto, either oral or written, including price estimates, with reference to the provision of Electric Service.

11.6 Construction

This Agreement is the product of negotiation and joint effort between the Parties hereto. Accordingly, the language, terms and conditions of this Agreement shall not be construed more strictly against either of the Parties in the event a question of interpretation, construction or meaning should hereafter arise.

11.7 Modifications

Except as authorized by this Agreement (for example, in the case of revisions to Schedules A and/or B to reflect changes authorized by this Agreement), no modifications of this Agreement shall be binding upon the Parties, collectively or in their individual capacities, unless such modification is in writing and is signed by a duly authorized officer of each of Party. No provision shall be construed against a Party on the basis that such Party drafted such provision.

11.8 Waiver

Any waiver at any time by either the Authority or the Customer of any rights with respect to a default or of any other matter arising out of this Agreement shall not be deemed to be a waiver with respect to any other default or matter. No waiver by either Party of any rights with respect to any matter arising in connection with this Agreement shall be effective unless made in writing and signed by the Party making the waiver.

11.9 Conflicts

In the event of any inconsistencies, conflicts, or differences between the provisions of the Service Tariff and the Rules, the provisions of the Service Tariff will govern. In the event of any inconsistencies, conflicts or differences between the Service Tariff or the Rules and any provisions of this Agreement, the provisions of this Agreement will govern.

11.10 Severability and Voidability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, provided that the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby: (a) such provision will be fully deemed severable, and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (b) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom; and (c) in lieu of such illegal, invalid or unenforceable provision, the Parties will endeavor to add to this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible or otherwise meet in good faith and agree upon a reformation of the Agreement to

reflect to original intent of the Parties as nearly as possible in the absence of the illegal, invalid or unenforceable provision.

11.11 Rights and Remedies

The rights and remedies provided to the Authority in this Agreement, the Service Tariff and the Rules are in addition to any and all other rights and remedies available to Authority at law or in equity.

ARTICLE XII
EXECUTION

To facilitate execution, this Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the Persons required to bind any Party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the Parties hereto. The delivery of an executed counterpart of this Agreement by facsimile, email as a PDF file or other acceptable file format that appropriately captures the signature, or electronic signature, and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

VILLAGE OF WESLEY HILLS

By: Marshall F. Katz

Name (Print): Marshall F. Katz

Title (Print): Mayor

Date: 2/6/2026

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By:

Name: Eric Bowers

Title: Vice President, Economic Development & Key Account Management

Date:

SCHEDULE A

OPTION 1 (FIXED RATE STRUCTURE)

Customer	Term	Base Rate ($/kwh)	Environmental Attributes (%)	UCAP Source(s)
Village of Wesley Hills	03/01/2026 - 02/28/2029	$0.09902	0%	Market Sources

OPTION 2 (VARIABLE RATE STRUCTURE)

Customer	Term	Annual Capacity Rate ($/kwh)	Annual Environmental Attribute Rate ($/kwh)	Environmental Attributes (%)	UCAP Source(s)
N/A	N/A	N/A	N/A	N/A	N/A

SCHEDULE B

FACILITIES			
UTILITY ACCOUNT NAME	**UTILITY ACCOUNT NUMBER**	**UTILITY METER NUMBER**	**UTILITY SERVICE ADDRESS**
Village of Wesley Hills	8940350005		432 ROUTE 306 MONSEY NY 10952
	9675100003		LIME KILN RD REC WESLEY HILLS NY 10977
	75210200004		22 ARCADIAN DR # 24 SPRING VALLEY NY 10977
	85800020001		WILLOW TREE RD REC WESLEY HILLS NY 10977

SCHEDULE C

MONTHLY CLEAN ENERGY IMPLEMENTATION CHARGE

I. DEFINITIONS

When used with initial capitalization, whether singular or plural, the following terms, as used in this Schedule, shall have the meanings as set forth below. Capitalized terms not defined in this Schedule shall have the meaning ascribed to them elsewhere in the Agreement, in Service Tariff No. FES-1, or in the Rules.

"Alternative Compliance Payment" or "ACP" means a form of payment of money by an LSE that is authorized by the State in law, regulation, or Regulatory Order as a mechanism for an LSE to satisfy an Annual LSE Obligation.

"Annual LSE Obligation" means the annual obligation of an LSE to supply a defined percentage proportion (or other applicable measure) of its retail load with supply derived from new eligible renewable resources through compliance measures that are authorized in law, regulation, or Regulatory Order for a State Energy Standard. With reference to the Zero Emission Credit Requirement, "Annual LSE Obligation" refers to an obligation of an LSE to purchase a specified number of ZECs representing the LSE's proportional share of ZECs purchased by NYSERDA based on the load served by the LSE in relation to the total load served by all LSE's in the New York Control Area.

"CES Order" means the Order issued by the Public Service Commission, entitled "Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E0270, and includes all subsequent orders amending, clarifying and/or implementing the CES Order or the CES.

"Clean Energy Compliance Measures" is a collective reference to Zero Emission Credit Requirement Compliance Measures, Renewable Energy Standard Compliance Measures, Offshore Wind Energy Standard Compliance Measures, and any other compliance measures, including an ACP, that an LSE is authorized by law, regulation or Regulatory Order to take in order to meet an Annual LSE Obligation.

"Clean Energy Standard" or "CES" means the Clean Energy Standard adopted by the State, as may be amended from time to time.

"Credit" means a certificate or other claim to the environmental attributes associated with energy produced by or from qualifying resources that typically represents proof that one megawatt-hour (1 MWh, or 1000 kilowatt-hours) of qualifying electricity was generated and delivered to the power grid. A Credit includes but is not limited to a ZEC, REC and OREC.

"Load Serving Entity" or "LSE" has the meaning provided in the CES Order and generally refers a utility or other entity that supplies load (electricity) to a consumer of electricity.

"Monthly Clean Energy Implementation Charge" means the monthly charge to the Customer established in this Schedule C.

"NYSERDA" means the New York State Energy Research and Development Authority.

"Offshore Wind Energy Credit" or "OREC" refers to a qualifying Offshore Wind Energy Credit as authorized by the State in law, regulation, or Regulatory Order.

"Offshore Wind Energy Standard" means the Offshore Wind Energy Standard adopted by the State as may be amended from time to time.

"Offshore Wind Energy Standard Compliance Measures" means the purchase of ORECs from NYSERDA; the Authority's procurement of ORECs by Self-Supply; and any other compliance measures, including an ACP, that an LSE is authorized by law, regulation, or Regulatory Order to take for the purpose of satisfying an Annual LSE Obligation for the Offshore Wind Energy Standard.

"Public Service Commission" or "PSC" means the New York State Public Service Commission.

"Regulatory Order" means an order issued by a regulatory agency or authority of the State of New York, and includes orders issued by the PSC. Regulatory Order includes, by way of example only, the CES Order and any other order of the PSC that establishes, supplements, modifies, or clarifies standards, requirements, obligations, or procedures for implementation of the State Energy Plan or a State Energy Standard, including the CES.

"Renewable Energy Credit" or "REC" refers to a qualifying renewable energy credit as authorized by the State in law, regulation, or Regulatory Order.

"Renewable Energy Standard" means the Renewable Energy Standard adopted by the State as may be amended from time to time.

"Renewable Energy Standard Compliance Measures" means the purchase of RECs from NYSERDA; the Authority's procurement of RECs by Self-Supply; an ACP to NYSERDA; and any other compliance measures that an LSE is authorized by law, regulation, or Regulatory Order to take for the purpose of satisfying an Annual LSE Obligation for the Renewable Energy Standard.

"Self-Supplied Credit Charge" means a supplemental per-Credit charge or adder that the Authority adds to the cost of any Credit that it procures by Self-Supply for the purpose of: (1) enabling the Authority to recover administrative costs that it incurs in connection with the Self-Supply; and (2) managing risk in the cost of Credits over the term of any contract that serves as a source of Credits for Self-Supply, including but not limited to mitigating the extent of fluctuations in the cost of Credits that the Authority procures through Self-Supply.

"Self-Supplied Credit Cost" means the annual average per-Credit cost (including any applicable Self-Supplied Credit Charge) that the Authority establishes pursuant to Section II.3.b of this Schedule C for any Credit that it procures by Self-Supply for the purpose of complying with any Annual LSE Obligation applicable to a State Energy Standard.

"Self-Supply" means the Authority's procurement of Credits from a source other than NYSERDA.

"Service Tariff" means the Authority's Service Tariff No. FES-1 as amended from time to time.

"State" means the State of New York.

"State Energy Plan" means the 2015 New York State Energy Plan as amended from time to time.

"State Energy Standard" refers to any standard or requirement that is adopted by the State in law, regulation, or Regulatory Order for the purpose of implementing State energy and environmental goals or policies, including goals and policies set forth in the State Energy Plan, that applies to the Authority, or with which the Authority determines it will comply in implementing its business and/or power supply programs. For purposes of this Agreement, State Energy Standard includes the Clean Energy Standard, Renewable Energy Standard, Zero Emission Credit Requirement, Offshore Wind Energy Standard, and any other standard or requirement adopted by the State in law, regulation, or Regulatory Order that applies to the Authority, or with which the Authority determines it will comply, in implementing its business and/or power supply programs.

"Tariff Load" means the load the Authority serves under the Service Tariff.

"Total Monthly CE Compliance Costs" has the meaning provided in Section II.3.c of this Schedule C.

"Total Monthly Tariff Load" has the meaning provided in Section II.3.c of this Schedule C.

"Zero Emission Credit" or "ZEC" refers to a Zero Emission Credit as authorized by the State in law, regulation, or Regulatory Order.

"Zero Emission Credit Requirement" means the Zero Emission Credit Requirement adopted by the State as may be amended from time to time.

"Zero Emission Credit Requirement Compliance Measures" means the purchase of ZECs from NYSERDA; and any other compliance measures that an LSE is authorized by law, regulation, or Regulatory Order to undertake for the purpose of satisfying an Annual LSE Obligation for the Zero Emission Credit Requirement.

II. MONTHLY CLEAN ENERGY IMPLEMENTATION CHARGE

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff, or the Rules, the Customer shall be subject to a Monthly Clean Energy Implementation Charge as provided in this Schedule C. The Monthly Clean Energy Implementation Charge is in addition to all other charges, fees and assessments provided in the Agreement, Service Tariff and the Rules. By accepting Electric Service under the

Agreement, the Customer agrees to pay the Monthly Clean Energy Implementation Charge.

2. The Monthly Clean Energy Implementation Charge is part of a compliance program ("Compliance Program") the Authority has adopted for the purpose of administering its power supply programs in a manner it determines is consistent with the State Energy Plan, the CES, and other applicable State Energy Standards. Pursuant to the Compliance Program, the Authority will support the preservation of at risk nuclear zero emission attributes, and support the development of renewable energy resources to serve its power supply customers, through the implementation of various Clean Energy Compliance Measures that the Authority in its discretion determines are appropriate to enable the Authority to meet Annual LSE Obligations that have been established for each State Energy Standard that applies to the Authority, or with which the Authority determines it will comply in implementing its power supply programs. The purpose of the Monthly Clean Energy Implementation Charge is to enable the Authority to recover costs and other charges as described herein that the Authority incurs for implementing Clean Energy Compliance Measures.

3. The Monthly Clean Energy Implementation Charge will be determined and assessed as follows:

   a. The Authority will, each calendar year, implement such Clean Energy Compliance Measures as the Authority determines in its discretion to be appropriate to meet the Annual LSE Obligation established for each State Energy Standard with respect to the Tariff Load the Authority serves. The specific Clean Energy Compliance Measures the Authority determines to use, and the amount or extent of each specific Clean Energy Compliance Measure taken in any calendar year to meet each Annual LSE Obligation shall be within the Authority's sole discretion.

   b. The Authority will, for each calendar year, establish a Self-Supplied Credit Cost for any Credits it procures through Self-Supply (or for other Clean Energy Compliance Measures it undertakes, including by way of example an ACP) that it will use to meet the applicable Annual LSE Obligation for each State Energy Standard for the calendar year. The Authority may, in its discretion, for any quarter in any calendar year, revise any such Self-Supplied Credit Cost established pursuant to this Section II.3.b for the purpose of addressing unanticipated circumstances that impact or that the Authority reasonably believes could impact the Authority's costs and risk exposure regarding Self-Supply. Any Self-Supplied Credit Cost so revised shall apply prospectively.

   c. The Authority will, for each month of each calendar year in which it incurs costs for Clean Energy Compliance Measures, calculate the total costs that the Authority has incurred or estimates that it will incur for implementing the Clean Energy Compliance Measures ("Total Monthly CE Compliance Costs") for the purpose of meeting each Annual LSE Obligation for the total kilowatt-hour Tariff Load for such month ("Total Monthly Tariff Load"). The Authority may calculate Total Monthly CE Compliance Costs based on forecasts of the Total Monthly Tariff Load the

Authority expects to serve for the month, or on a lagged basis based on the actual Total Monthly Tariff Load that the Authority served for the month.

d. Each month, the Authority will calculate a Monthly Clean Energy Implementation Charge applicable to the Customer. The Monthly Clean Energy Implementation Charge will represent the Customer's share of the Total Monthly CE Compliance Costs assigned to the Total Monthly Tariff Load assessed as the proportion of the Customer's total kilowatt-hour load served by the Authority for such month to the Total Monthly Tariff Load served by the Authority for such month.

4. The Authority may, in its discretion, include the Monthly Clean Energy Implementation Charge as part of the monthly bills for Electric Service as provided for in the Agreement, or bill the Customer for the Monthly Clean Energy Implementation Charge pursuant to another Authority-established procedure. Except where the Monthly Clean Energy Implementation Charge is included in the rate the Authority charges for Electric Service, the bill will indicate the amount of the Monthly Clean Energy Implementation Charge that is attributable to compliance with each Annual LSE Obligation.

5. The Authority will, at the conclusion of each calendar year in which it assesses a Monthly Clean Energy Implementation Charge, conduct a reconciliation process based on the actual costs it incurred for Clean Energy Compliance Measures taken, and the actual load served for the year, compared with cost or load estimates or forecasts, if any, that the Authority used to calculate the Monthly Clean Energy Implementation Charge during the year. The Authority will issue a credit, or an adjusted final charge for the year, as appropriate, based on the results of such reconciliation process. Any such final charge shall be payable within the time frame applicable to the Authority's bills for Electric Service under this Agreement or as provided for in any other procedure established by the Authority pursuant to Section II.4 of this Schedule C.

6. Notwithstanding the provisions of Section II.3 of this Schedule C, if Electric Service for the Customer's load is commenced after the Authority has implemented Clean Energy Compliance Measures for the year in which such Electric Service for the Customer is commenced, and as a result the Customer's load cannot be accounted for in such Clean Energy Compliance Measures, the Authority may in its discretion implement one or more separate Clean Energy Compliance Measures with respect to the Customer's load for the calendar year in order to meet the Annual LSE Obligation for Customer's load for the year, and bill the Customer for the costs associated with such separate Clean Energy Compliance Measures.

7. Nothing in this Schedule C shall limit or otherwise affect the Authority's right to charge or collect from the Customer, any rate, charge, fee, assessment, or tax provided for under any other provision of the Agreement, or any provision of the Service Tariff or the Rules.

III. ALTERNATIVE CES COMPLIANCE PROGRAM

Nothing in this Schedule C shall be construed as preventing the Parties from entering into other agreements between themselves for alternative arrangements to enable the Authority to meet any Annual LSE Obligation with respect to the Customer's load, including alternative compliance programs and cost allocation mechanisms, in lieu of the Monthly Clean Energy Implementation Charge established in this Schedule C.

EXHIBIT 1

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

POWER AUTHORITY OF THE STATE OF NEW YORK

30 SOUTH PEARL STREET

ALBANY, NY 12207

Schedule of Rates for the Sale of Full Requirements Electric Service

(Market Power Program)

Service Tariff No. FES-1

TABLE OF CONTENTS

Schedule of Rates for Sale of Full Requirements Electric Service

I. Applicability

To direct sale of full requirements Electric Service to the Customer.

II. Frequently Used Abbreviations and Terms

Abbreviations:

- kW — kilowatt(s)
- kWh — kilowatt-hour(s)
- NYISO — New York Independent System Operator, Inc. or any successor organization
- OATT — Open Access Transmission Tariff
- PAL — New York Public Authorities Law
- UCAP — Unforced Capacity

Agreement: The contract between the Customer and the Authority entitled "Agreement for the Sale of Full Requirements Electric Service" setting forth terms and conditions relating to the sale of full requirements Electric Service to the Customer to which this Service Tariff relates.

Annual Capacity Rate: This term has the meaning provided for in Section III.B.1 of this Service Tariff.

Annual Environmental Attribute Rate: This term has the meaning provided for in Section III.C.6 of this Service Tariff.

Authority or **NYPA**: The Power Authority of the State of New York, also known as the "New York Power Authority."

Base Rate: This term refers to the Base Rate specified in the Agreement.

Billing Period: Any period of approximately thirty (30) days, generally ending with the last day of each calendar month, but subject to the billing cycle requirements of the Local Electric Utility in whose service territory the Customer's Facilities are located.

Customer: The Authority's co-party to the Agreement.

Electric Service: This term has the meaning provided in the Agreement.

Energy: This term has the meaning provided in the Agreement.

Environmental Attribute: This term has the meaning provided in the Agreement.

Estimated Bill: This term has the meaning provided in Section III.D of this Service Tariff.

Facilities: This term has the meaning provided in the Agreement.

Fixed Rate Structure: This term has the meaning provided in Section III of this Service Tariff.

Load Serving Entity: This term has the meaning provided in the Agreement.

Local Electric Utility: This term has the meaning provided in the Agreement.

Market Energy: Energy procured by the Authority from NYISO markets.

Monthly Capacity Charge: This term has the meaning provided in Section III.B.1 of this Service Tariff.

Monthly Clean Energy Implementation Charge: This term has the meaning provided in the Agreement.

Monthly Energy Charge: This term has the meaning provided in Section III.B.2 of this Service Tariff.

New Charges: This term has the meaning provided in Section III.C.4 of this Service Tariff.

NYISO: The New York Independent System Operator, Inc. or any successor entity.

NYISO Charges: This term has the meaning provided in Section III.B.4 of this Service Tariff.

NYISO Day-Ahead Market: This term has the meaning provided in the NYISO Tariffs.

NYISO ICAP Automated Markets System (or "**AMS**"): NYISO's Installed Capacity data and auction management system and any successor system.

NYISO Real-Time Market: This term has the meaning provided in the NYISO Tariffs.

NYISO Tariffs: The tariffs of the NYISO, including the NYISO OATT, as such tariffs are amended and in effect from time to time.

NYPA Administrative Charge: This term has the meaning provided in Section III.B.3 of this Service Tariff.

NYPA Administrative Rate: A rate set by the Authority on an annual basis for which the Authority recovers costs such as overhead and administrative costs and is compensated for the provision of Electric Service.

Other Charges: This term has the meaning provided in Section III.C of this Service Tariff.

Rate Structure: This term has the meaning provided in Section III of this Service Tariff.

Rules: This term has the meaning provided in the Agreement.

Service Tariff: This service tariff, denominated as "Schedule of Rates for Sale of Full Requirements Electric Service (Market Power Program), Service Tariff No. FES-1" as amended from time to time by the Authority.

Taxes: This term has the meaning provided in Section III.C.1 of this Service Tariff.

Unforced Capacity (or "**UCAP**"): This term has the meaning provided in the Agreement.

Variable Rate Structure: This term has the meaning provided in Section III of this Service Tariff.

Additional terms are defined in the text of this Service Tariff.

Unless otherwise indicated, all other capitalized terms and abbreviations used but not defined in this Service Tariff shall have the meaning as set forth in the Agreement, including applicable schedules. If not defined herein or in the Agreement, the Authority will generally rely on the meaning ascribed to such matter in the NYISO Tariffs, if any, unless the context requires otherwise.

III. Monthly Rates and Related Charges

The Agreement (Schedule A) specifies the rate structure applicable to the Customer for the Term, which shall be either a Fixed Rate Structure or Variable Rate Structure (collectively, "Rate Structure"). In the case of a Fixed Rate Structure, the Agreement will also specify a Base Rate applicable to the Term.

The Fixed Rate Structure refers generally to the charges applicable to Electric Service determined in accordance with Section III.A of this Service Tariff which consists of a Monthly Charge and Other Charges, as applicable, in Section III.C of this Service Tariff.

The Variable Rate Structure refers generally to the charges applicable to Electric Service determined in accordance with Section III.B of this Service Tariff and the Other Charges, as applicable, in Section III.C of this Service Tariff.

A. Charges Applicable Under Fixed Rate Structure

Subject to the other provisions of this Service Tariff and the Agreement, the Customer under a Fixed Rate Structure shall be subject to the following costs and charges:

1. Monthly Charge

The monthly charge applicable to the Customer for the provision of Electric Service ("Monthly Charge") will be determined based on the following:

a. Base Rate in $/kWh specified in Schedule A of the Agreement.

b. The total number of kilowatt-hours (kWh) recorded on the Customer's meter for the Billing Period reported to the Authority by the Customer's Local Electric Utility for delivery of Electric Service.

c. The Base Rate multiplied by the kWh quantity determined in accordance with Section III.A.1.b will yield the Monthly Charge.

The Monthly Charge is inclusive of charges for Energy, Unforced Capacity, NYISO Charges, Environmental Attributes (if applicable), and the NYPA Administrative Charge.

2. Other Charges

In addition to the Monthly Charge, the Customer shall be subject to the "Other Charges" specified in Section III.C of this Service Tariff, as indicated in such Section.

B. Charges Applicable Under Variable Rate Structure

Subject to the other provisions of this Service Tariff and the Agreement, the Authority will pass through to the Customer the following costs and charges:

1. Monthly Capacity Charge

The Customer will be subject to a monthly charge for Unforced Capacity ("Monthly Capacity Charge") which will be determined based on the factors described below.

a. UCAP Supplied from NYISO Capacity Markets

i. The amount of Unforced Capacity (kW) the Authority secures on the Customer's behalf as required by the NYISO's rules. This is currently expressed by the NYISO as the Unforced Capacity or UCAP obligation. The LSE UCAP obligation is inclusive of any locational requirements and adjustments for the UCAP effective rate percentage.

ii. Where the Authority supplies UCAP from the NYISO capacity markets, the market capacity rate based on the actual capacity price paid by the Authority in securing the NYISO UCAP obligation for the capacity (kW) or any other capacity rate determined to be the most applicable by the Authority in its sole discretion.

iii. The market capacity rate multiplied by the UCAP (kW) quantity will yield the applicable Monthly Capacity Charge.

b. UCAP Supplied from Source Other Than NYISO's Capacity Markets

i. The amount of Unforced Capacity (kW) the Authority supplies on the Customer's behalf as required by the NYISO's rules. This is currently expressed by the NYISO as the Unforced Capacity or UCAP obligation. The LSE UCAP obligation is inclusive of any locational requirements and adjustments for the UCAP effective rate percentage.

ii. Where the Authority supplies UCAP from a source other than the NYISO capacity markets, including an Authority-operated generator (i.e., a source other than the NYISO's Capacity Markets), the capacity rate established by the Authority and specified in Schedule A as an ("Annual Capacity Rate"), which is subject to change every calendar year on about July 1st. The Authority will provide the Customer with written notice of any new Annual Capacity Rate and

may in its discretion furnish the Customer with a revised Schedule A reflecting the new Annual Capacity Rate.

iii. The Annual Capacity Rate multiplied by the UCAP (kW) quantity will yield the applicable Monthly Capacity Charge.

c. UCAP Supplied From Multiple Sources

When UCAP is supplied both from the NYISO capacity markets and a source other than the NYISO's Capacity Markets, the Monthly Capacity Charge will be the sum of charges, consisting of the charges for UCAP supplied from the NYISO capacity markets, and the charges for UCAP supplied from a source other than the NYISO capacity markets, based on the methodologies described in Sections III.B.1.a and III.B.1.b, respectively.

2. Monthly Energy Charge

The Customer will be subject to a monthly charge for Energy supplied to the Customer ("Monthly Energy Charge") which will be based on the actual costs incurred by the Authority in each Billing Period, as described below:

a. Such Monthly Energy Charge may include, but is not limited to, forward energy purchases (i.e., NYISO Day-Ahead Market purchases), balancing energy transactions (i.e., NYISO Real-Time Market transactions), and any third-party costs.

b. The total number of kWh recorded on the Customer's meter for the Billing Period, reported by the Customer's Local Electric Utility for delivery of Electric Service and reported to the Authority, will be used to pro-rate or determine the Customer's portion of the Monthly Energy Charge. The Authority will report these kWh on the Customer's bill.

c. If the Authority supplies energy to the Customer under another Authority program in addition to Energy under this Agreement, the Local Electric Utility will determine the appropriate apportionment of the kWh between the Energy under this Agreement and such other energy on a case-by-case basis and considering such factors as any applicable methodology in any agreement between the Authority and the Customer's Local Electric Utility for delivery of Energy and the provisions of the Utility Tariff. Such allocation is subject to Section III.D (Estimated Billing).

d. Financial hedging instruments may be used for the purposes of mitigating the risk in energy price movements. The Authority will pass-through to the Customer the costs of any financial products used to hedge energy purchases including associated overhead.

3. NYPA Administrative Charge

The Customer is subject to a monthly administrative charge ("NYPA Administrative Charge"), which shall be determined and assessed as follows:

a. The amount of UCAP kilowatts (kW) assigned to the Customer.

b. The NYPA Administrative Rate set by the Authority based on consideration of anticipated overhead associated with Electric Service, other assigned costs as determined appropriate by the Authority and reasonable compensation for the provision of Electric Service. The NYPA Administrative Rate is subject to change on an annual basis. The Authority will provide the Customer with written notice of any new NYPA Administrative Rate.

c. The NYPA Administrative Rate multiplied by the UCAP (kW) quantity will yield the applicable monthly NYPA Administrative Charge.

4. NYISO Charges

The Customer shall be responsible for payment of NYISO transmission-related charges ("NYISO Charges") for services associated with the Authority's responsibilities as Load Serving Entity for the Customer, as provided by the NYISO in NYISO Tariffs, NYISO-related agreements and NYISO procedures associated with the Authority's provision of Electric Service to the Customer. NYISO Charges to be charged to the Customer by the Authority include, by way of example:

a. Charges for all Ancillary Services, Schedules 1 through 6 and any new ancillary services as provided in accordance with NYISO Tariffs;

b. Transmission Usage Charges or "TUC" which are Marginal Losses and Congestion costs, to the extent applicable;

c. The New York Power Authority "Transmission Adjustment Charge" or "NTAC";

d. Congestion costs, less any associated grandfathered Transmission Congestion Contracts (or "TCCs") as provided in Attachment K of the OATT;

e. NYISO wide uplift as provided for in the NYISO Tariffs;

f. Any and all other charges, assessments, or other amounts associated with the provision of Unforced Capacity and supply of Energy sold to the

Customer by the Authority, or otherwise associated with the Authority's responsibilities as a Load Serving Entity for the Customer, that the NYISO assesses on the Authority under the provisions of the OATT or under other applicable NYISO Tariffs; and

g. Any charges assessed on the Authority with respect to the provision of Electric Service to the Customer for facilities needed to maintain reliability and incurred in connection with the NYISO's Comprehensive System Planning Process (or similar reliability-related obligations incurred by the Authority with respect to Electric Service to the Customer), applicable tariffs, or required to be paid by the Authority in accordance with law, regardless of whether such charges are assessed by the NYISO or another third party.

For avoidance of doubt, if any NYISO Charges described above are incurred by the Authority for any reason with respect to Electric Service to the Customer when the Authority is not serving as the Load Serving Entity for any of the power or energy that is sold to the Customer under this Service Tariff and the Agreement, the Customer shall reimburse the Authority for all such NYISO Charges.

5. Other Charges

In addition to the specific charges in this Section III.B, the Customer shall be subject to the "Other Charges" specified in Section III.C of this Service Tariff, as indicated in such Section.

C. Other Charges

In addition to the charges in Section III.A applicable to a Customer receiving Electric Service under the Fixed Rate Structure, or in Section III.B applicable to a Customer receiving Electric Service under the Variable Rate Structure, the Customer shall be responsible for payment of the following other charges ("Other Charges") to the extent applicable as indicated below.

1. Taxes (Applicable to Fixed Rate Structure and Variable Rate Structure)

The Authority will charge and collect from the Customer all local, state and federal taxes, assessments or other charges mandated by local, state or federal agencies or authorities that are levied on the Authority or that the Authority is required to collect from the Customer, including any applicable "in lieu of" payments (collectively, "Taxes") if and to the extent such Taxes are not recovered by the Authority pursuant to another provision of this Service Tariff.

2. **Transmission, Wheeling and Delivery Charges (Applicable to Fixed Rate Structure and Variable Rate Structure)**

   Generally, transmission, wheeling and delivery charges are billed directly to the Customer by the Local Electric Utility. If the Authority incurs any charges for transmission, wheeling and delivery, the Customer shall reimburse the Authority for all such charges. In addition, if there are any charges for transmission, wheeling and delivery, charges are made applicable to the Customer under other Authority's tariffs and contracts, they will be charged to the Customer by the Authority as provided for in such tariffs and contracts.

3. **Local Electric Utility Charges (Applicable to Fixed Rate Structure and Variable Rate Structure)**

   The Customer shall reimburse the Authority for all charges, assessments, fees and other amounts, if any, the Local Electric Utility imposes on the Authority in any way related to the provision of data and other information the Authority requires from the Local Electric Utility in connection with providing Electric Service to the Customer.

4. **New Charges (Applicable to Fixed Rate Structure and Variable Rate Structure)**

   The Customer shall be responsible for payment of any and all new costs or charges incurred by the Authority in connection with its provision of Electric Service to the Customer, including but not limited to, charges and costs incurred for supplying Unforced Capacity or Energy, and any new NYISO Charges as may be defined and applied in any NYISO Tariffs, NYISO-related agreements and NYISO procedures from time to time (collectively, "New Charges"). The Authority, in its sole discretion, may include any such New Charges in the Customer's monthly charges or bill the Customer separately for such New Charges.

5. **Monthly Clean Energy Implementation Charge (Applicable to Fixed Rate Structure and Variable Rate Structure)**

   The Customer shall be subject to the Monthly Clean Energy Implementation Charge determined in accordance with Schedule C of the Agreement.

6. Environmental Attributes (Applicable to Variable Rate Structure)

If the Customer has elected to purchase Environmental Attributes, it will be subject to a monthly charge determined in accordance with this Section III.C.6.

a. Where UCAP is Supplied From NYISO Capacity Markets

If the Authority supplies the Customer's UCAP requirement for the Billing Period entirely from the NYISO capacity markets, the monthly charge for Environmental Attributes will be determined as follows:

i. For Environmental Attributes associated with an Authority-operated generator, the monthly charge will be calculated on the basis of the number of Environmental Attributes sold to the Customer for the Billing Period determined on the basis of the specified percentage allocation of the Customer's total kWh load served under this Agreement for the Billing Period, as stated in Schedule A, and an annual rate determined by the Authority ("Annual Environmental Attribute Rate") calendar year on about July 1st. The Authority will provide the Customer with written notice of any new Annual Environmental Attribute Rate and may in its discretion furnish the Customer with a revised Schedule A reflecting the new Annual Environmental Attribute Rate.

ii. For Environmental Attributes the Authority procures from a source other than an Authority-operated generator, the monthly charge will be calculated on the basis of costs the Authority incurs for procurement of such Environmental Attributes sold to the Customer for the Billing Period, determined on the basis of the specified percentage allocation of the Customer's total kWh load served under this Agreement for the Billing Period as stated in Schedule A.

iii. When Environmental Attributes are supplied from an Authority-operated generator and procured from a source other than an Authority-operated generator, the monthly charge will be the sum of the charges for Environmental Attributes from an Authority-operated generator and the charges for Environmental Attributes procured from a source other than an Authority-operated generator, based on the methodologies described in Sections III.C.6.a.i and III.C.6.a.ii, respectively.

b. Where UCAP is Supplied in Whole or in Part from an Authority-Operated Generator

If the Authority supplies the Customer's UCAP requirement for the Billing Period in whole or in part from an Authority-operated generator, the monthly charge for Environmental Attributes will be determined as follows:

i. From the total UCAP requirement supplied to the Customer, the Authority will calculate the percent share of UCAP supplied from an Authority-operated generator for each Billing Period. Such percent share applied to the total amount of the Customer's kWh load served will equal the kWh share of the Environmental Attributes assigned to the Customer at a cost already accounted for in the Monthly Capacity Charge in Section III.B.1.b (relating to UCAP supplied from a source other than the NYISO Capacity Markets).

ii. The monthly charge for any remaining portion of Environmental Attributes sold to the Customer during the Billing Period shall be calculated pursuant to the methodology in Section III.C.6.a.i (i.e., Environmental Attributes associated with an Authority-operated generator) or Section III.C.6.a.ii (relating to Environmental Attributes the Authority procures from a source other than an Authority-operated generator) or Section III.C.6.iii (relating to Environmental Attributes the Authority procures from both an Authority-operated generator and from a source other than an Authority-operated generator).

D. Estimated Billing

If the Authority, in its sole discretion, determines that it lacks reliable data on the Customer's UCAP requirements and/or energy usage for a Billing Period during which the Customer receives Electric Service from the Authority, the Authority shall have the right to render a bill to the Customer for such Billing Period based on an estimate by the Authority of the Customer's demand and energy usage ("Estimated Bill").

For the purpose of calculating energy (kWh), where applicable, for an Estimated Bill, the energy (kWh) will be calculated based on an average of the Customer's used and reported energy (kWh) values for the previous three (3) consecutive Billing Periods. If such historical data is not available, then the estimated energy value (kWh) will be equal to the maximum Unforced Capacity (kW) amount at seventy (70) percent load factor for that Billing Period.

If data indicating the Customer's actual usage for any Billing Period in which an Estimated Bill was rendered is subsequently provided to the Authority, the Authority will make necessary adjustments to the corresponding Estimated Bill in accordance

with Section III.E of this Service Tariff and, as appropriate, render a revised bill (or provide a credit) to the Customer.

The provisions of Section IV.E of this Service Tariff shall also apply to Estimated Bills. The Authority's discretion to render Estimated Bills is not intended to limit the Authority's rights under the Agreement, this Service Tariff or the Rules.

E. Adjustments to Charges

In addition to any other adjustments provided for in this Service Tariff, in any Billing Period, the Authority may make appropriate adjustments to billings and charges to address such matters as billing and payment errors, the receipt of actual, additional, or corrected data concerning Customer meter data and NYISO rebills, including adjustments to the Monthly Capacity Charge and the Monthly Energy Charge in accordance with NYISO policies.

IV. General Provisions

A. Scheduling of Energy and Unforced Capacity

The Authority will forecast and schedule the full energy requirements of the Customer in the Day-Ahead Market in accordance with NYISO Tariffs and any other applicable NYISO rules, regulations, manuals and procedures.

With respect to each month in which the Authority provides Electric Service to the Customer, the Authority shall, in accordance with the NYISO Tariffs, NYISO manuals and NYISO procedures, schedule and provide UCAP in an amount equal to the applicable value calculated in accordance with NYISO rules.

The Customer shall cooperate and coordinate with the Authority as necessary to enable the Authority to effectuate the forecasting, scheduling and provision of Energy and UCAP under this Service Tariff and the Agreement, and shall notify the Authority in advance or in real-time of any changes in the Customer's load consumption.

B. Reconciliation of Energy Allocations

If Electric Service is provided to the Customer in conjunction with other energy, including but not limited to energy associated with another Authority program/product, the amounts supplied by the Authority hereunder shall be reconciled in accordance with the practices of the Local Electric Utility. In the event of multiple Authority energy allocations to the Facilities, the order of precedence will be consistent with the procedures established in any agreements between the Authority with the Local Electric Utility, or as other agreed to by the Authority and the Local Electric Utility.

C. Reconciliation of Authority Billing with NYISO Invoices

In any Billing Period in which the Customer's energy usage as reported by the NYISO in its versioned invoices to the Authority reflects a difference from the energy usage reflected in Authority invoices to the Customer, the Authority will adjust its invoices to reflect such difference. The Authority may perform such reconciliations for each Billing Period through the time NYISO issues its final LSE invoice to the Authority.

D. Energy and UCAP Supply

The Customer's Local Electric Utility shall be responsible for delivering Energy to the Customer. The Authority shall have no responsibility for delivering any Energy to the Customer unless the Authority agrees to do so in writing, and such agreement expressly supersedes this provision.

The Authority will be deemed to have satisfied its obligation to supply Energy to the Customer when the Authority schedules the Energy to the Authority's designated NYISO load bus. If there is a failure of delivery of Energy caused by the Customer, NYISO or Local Electric Utility, such failure shall not impact the right of the Authority to bill the Customer for costs the Authority incurs. The Authority will be deemed to have satisfied its obligation to supply Unforced Capacity under the Agreement when the Authority has submitted a UCAP transaction within the NYISO AMS which covers the Authority's UCAP obligation to the Customer.

E. Rendition and Payment of Bills

The Authority will render bills to the Customer for Electric Service relating to the Allocation on or before the twenty fifth (25^{th}) calendar day of the month for charges due for the previous Billing Period. Bills will reflect the amounts due and owing in accordance with the Agreement, this Service Tariff and the Rules, and are subject to adjustment as provided for in the Agreement, this Service Tariff and the Rules. As provided in this Service Tariff, bills will include NYISO Charges and Taxes associated with the Unforced Capacity and Energy and all other applicable charges, fees and assessments provided for in the Agreement, this Service Tariff and the Rules. NYISO Charges shall be subject to adjustment consistent with any subsequent NYISO billings to the Authority in accordance with this Service Tariff.

Unless otherwise agreed to by the Authority and the Customer in writing, the Authority shall render bills to the Customer electronically.

Bills are due and payable by the Customer within twenty (20) days of the date on which the Authority renders the bill. Unless otherwise agreed to by the Authority in writing, bills are due and payable by electronic wire transfer, automated clearing house ("ACH"), or check. Payment by wire transfer or ACH shall be made to J P Morgan Chase NY, NY / ABA021000021 / NYPA A/C # 008-030383, unless

otherwise indicated in writing by the Authority. The Authority may on reasonable notice provide alternative payment instructions to the Customer.

The Authority and the Customer may agree in writing to an alternative method for the rendering of bills and for the payment of bills, including but not limited to the use of an Authority-established customer self-service web portal.

The Authority will charge and collect from the Customer all Taxes that the Authority determines are applicable, unless the Customer furnishes the Authority with proof satisfactory to the Authority that (1) the Customer is exempt from the payment of any such Taxes, and/or (2) the Authority is not obligated to collect such Taxes from the Customer. If the Authority is not collecting Taxes from the Customer based on the circumstances described in (1) or (2) above, the Customer shall immediately inform the Authority of any change in circumstances relating to its tax status that would require the Authority to charge and collect such Taxes from the Customer.

If the Customer fails to pay any bill when due, the Authority may, subject to applicable law, add an interest charge of two percent (2%) of the amount unpaid as liquidated damages, and thereafter, as further liquidated damages, may add an additional interest charge of one and one-half percent (1 1/2%) of the unpaid sum on the first day of each succeeding Billing Period until the amount due, including interest, is paid in full.

If the Customer disputes any item of any bill rendered by Authority, the Customer shall pay such bill in full within the time provided for by this Agreement, and adjustments, if appropriate, will be made thereafter.

If at any time after commencement of Electric Service the Customer fails to make complete and timely payment of any two (2) bills for Electric Service, the Authority may in its discretion: (1) require the Customer to deposit with the Authority a sum of money in an amount equal to all charges that would be due under this Agreement for Electric Service for two (2) consecutive calendar months as estimated by the Authority, which sum shall be deemed security for the payment of unpaid bills and/or other claims of the Authority against the Customer upon termination of Electric Service; (2) suspend Electric Service; or (3) modify or terminate Electric Service. If the Customer fails or refuses to provide a security deposit within thirty (30) days of a request pursuant to this provision, the Authority may modify, suspend, or terminate Electric Service to the Customer.

The rights and remedies provided to the Authority in IV.E of this Service Tariff are in addition to any and all other rights and remedies available to Authority under the Agreement, this Service Tariff and the Rules, and at law or in equity.

F. Conflicts

In the event of any inconsistencies, conflicts, or differences between the provisions of this Service Tariff and the Rules, the provisions of the Service Tariff will govern. In the event of any inconsistencies, conflicts, or differences between this Service Tariff or the Rules and any provisions of the Agreement, the provisions of the Agreement will govern.

Market Power Program Billing Contact Information Form

Billing Contact Information (please print clearly):

NAME: Marshall Katz

TITLE: Mayor

COMPANY NAME: Village of Wesley Hills

ADDRESS: 432 Route 306

CITY, STATE, ZIP: Wesley Hills NY 10952

PHONE: 8453540400

EMAIL*: mayor@wesleyhills.gov

FAX NUMBER:

*If you require invoices to be sent to multiple people or email addresses, we recommend creation of a 'group' email address to ensure proper invoice delivery (i.e. accountspayable@company.com).

docusign

Certificate Of Completion

Envelope Id: BDC06769-3C6C-4C17-9803-32EBC0E568E9
Status: Sent
Subject: Village of Wesley Hills Market Power Agreement Requires Signature
Source Envelope:
Document Pages: 42
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 0
NYPA Power Contracts
AutoNav: Enabled
pct@nypa.gov
EnvelopeId Stamping: Enabled
IP Address: 209.112.107.133
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original
2/6/2026 9:56:40 AM
Holder: NYPA Power Contracts
pct@nypa.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: New York Power Authority
Location: Docusign

Signer Events	Signature	Timestamp
Marshall F. Katz mayor@wesleyhills.gov Mayor Village of Wesley Hills Security Level: Email, Account Authentication (None)	Marshall F. Katz Signature Adoption: Pre-selected Style Using IP Address: 72.89.69.10	Sent: 2/6/2026 9:56:44 AM Viewed: 2/6/2026 10:59:02 AM Signed: 2/6/2026 11:02:32 AM
Electronic Record and Signature Disclosure: Accepted: 2/6/2026 10:59:02 AM ID: fe11e800-5781-4521-a079-e749ea208629		
Eric Bowers eric.bowers@nypa.gov Vice President - Economic Development & Key Acct. Management Security Level: Email, Account Authentication (None)		Sent: 2/6/2026 11:02:33 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Eric Jeremias eric.jeremias@nypa.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
Elki Posillipo Elki.Posillipo@nypa.gov Christopher Reagan Christopher.Reagan@nypa.gov Signing Group: BPAC Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Elki Posillipo Elki.Posillipo@nypa.gov Christopher Reagan Christopher.Reagan@nypa.gov Philip Au Philip.Au@nypa.gov AbdelMounaim Hamim AbdelMounaim.Hamim@nypa.gov Gregory Johnson gregory.johnson@nypa.gov Signing Group: Market Power CC Recipients Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/6/2026 9:56:44 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, New York Power Authority (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact New York Power Authority:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: david.work@nypa.gov

To advise New York Power Authority of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at david.work@nypa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from New York Power Authority

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to david.work@nypa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with New York Power Authority

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to david.work@nypa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify New York Power Authority as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by New York Power Authority during the course of your relationship with New York Power Authority.

NEW YORK STATE | NY Power Authority

KATHY HOCHUL
Governor

JOHN R. KOELMEL
Chairman

JUSTIN E. DRISCOLL
President and Chief Executive Officer

Market+ Power – Annual Rate Election Form

Village of Wesley Hills

CUSTOMER: Check the appropriate box below to select one of the options indicated and confirm your election by signing in the signature section below. You may only check one box. If no selection is made for the future Annual Rate Period, Electric Service will default to the Variable Rate Option consistent with the current Annual Rate Period's level of Environmental Attributes for the remainder of the Contract Term.

Current Date: 1/29/2026

Due Date for Election: 1/30/2026

Contract Term: Mar 1, 2026 – Feb 28, 2029

Fixed Annual Rate Products: The options outlined below include indicative prices for fixed rate products. Fixed rates shall include the base rate for electricity supply fixed for the Rate Period identified above. The Monthly Clean Energy Implementation Charge shall be fixed on an annual basis and reconciled at the end of the program year for each Clean Energy Standard rate component (Renewable Energy Certificates and Zero Emission Credits) based on actual costs incurred for Clean Energy Standard compliance.

☒ Option 1: Standard Market Power Product

Element	Cost ($/kWh)
Base Rate (Energy, Unforced Capacity, NYISO Charges, NYPA Administrative Charge)	$0.09902
Monthly Clean Energy Implementation Charge	Pass Through

☐ Option 2: Majority Green Power Product (51% green)

Element	Cost ($/kWh)
Base Rate (Energy, Unforced Capacity, NYISO Charges, Environmental Attributes, Monthly NYPA Administrative Charge)	$0.10075
Monthly Clean Energy Implementation Charge	Pass Through

☐ Option 3: 100% Green Power Product (100% green)

Element	Cost ($/kWh)
Base Rate (Energy, Unforced Capacity, NYISO Charges, Environmental Attributes, Monthly NYPA Administrative Charge)	$0.10242
Monthly Clean Energy Implementation Charge	Pass Through

Agreement Contact:

Customer Name: Village of Wesley Hills
Name: Marshall Katz
Title: Mayor
Company: Village of Wesley Hills
Address: 432 Route 306
Telephone: 845-354-0400
Email: Mayor@wesleyhills.gov

AGREED:

Signature: _____

Date: 1/29/26

Below accounts will be served under the Market+ Power Program:

Line	Account Number	Service Address
1	8940350005	432 ROUTE 306 MONSEY NY 10952
2	9675100003	LIME KILN RD REC WESLEY HILLS NY 10977
3	75210200004	22 ARCADIAN DR # 24 SPRING VALLEY NY 10977
4	85800020001	WILLOW TREE RD REC WESLEY HILLS NY 10977

VILLAGE OF
Wesley Hills
ESTABLISHED 1982

432 Route 306
Weslev Hills. N.Y. 10952-1221

Phone (845) 354-0400 • Fax (845) 354-4097 • www.wesleyhills.gov

NOTICE OF UNSAFE STRUCTURE AND ORDER TO CORRECT

CERTIFIED MAIL & PERSONAL DELIVERY

February 4, 2026

Jacob Kohl
25 Slatvia Road
Spring Valley, NY 10977

RE: 799 Union Road, Wesely Hills NY

Dear Mr. Kohl:

Please be advised that, pursuant to Chapter 86 of the Local Law of the Village of Wesley Hills, and with the concurrence of a licensed professional engineer, I have determined that the structures as described in the attached report on your lot located at 799 Union Road, Wesley Hills, NY, identified on the Town of Ramapo Tax Maps as section 42.13-1, Lot 23.5, is unsafe. The greenhouse structures and associated buildings are in a state of advanced structural failure. Due to severe foundation degradation, rotted wood framing, corroded steel supports, roof collapses, and unsafe access structures, demolition is the only reasonable and safe course of action.

As a result I hereby order you to demolish the said structure and remove the debris therefrom within 10 days from the date of service of this notice and order.

In the event that this order to correct is not complied with within such 10 day period, the Village of Wesley Hills will enter upon your property and cause said structure to be demolished, and your said lot upon which the structure will be situated will be assessed for all costs and expenses will be collected in the same manner and time as Village taxes.

Very truly yours,

John Layne
Building Inspector

FUSCO
ENGINEERING &
LAND SURVEYING, D.P.C.

233 East Main Street
Middletown, NY 10940
Phone: (845)344-5863
Fax: (845)956-5865

Consulting Engineers

Alfred A. Fusco, Jr.
P.E. Principal

Alfred A. Fusco, III
General Manager

Village of Wesley Hills
432 Route 306
Wesley Hills, NY 10952

RE: 799 Union Road
SBL 42.13-1-23.5
Village of Wesley Hills
Our File #WH-003

On December 11, 2025 a representative of our office performed a visual inspection on the existing greenhouse structures located on the above-mentioned property. The following is based on our observations:

1. INTRODUCTION

An inspection was conducted of three (3) existing greenhouse structures and their adjoining buildings to assess their current structural condition and determine whether continued use or repair is feasible. The purpose of this report is to document observed deficiencies, assess structural integrity, and provide engineering recommendations regarding safety and demolition.

2. SCOPE OF INSPECTION

The inspection consisted of a visual evaluation of the following components:

Concrete foundations.
Structural framing (wood and steel)
Adjoining buildings and roof systems
Stairs, retaining walls, and access structures
General structural stability and safety conditions

No destructive testing or material sampling was performed.

3.OBSERVED CONDITIONS

3.1 Foundations

Concrete foundations were observed to be severely deteriorated, with extensive cracking, spalling, and crumbling.
Multiple areas exhibited loss of structural integrity, indicating compromised load-bearing capacity.
Differential settlement and foundation failure were evident in several locations.

3.2 Structural Framing

Wood framing and structural supports exhibited advanced dry rot, deterioration, and loss of sections.
Many wood members were crumbling, fractured, or no longer capable of carrying design loads.
Steel framing and supports were heavily corroded, rusted, and visibly bent and deformed.

233 East Main Street
Middletown, NY 10940
(845)344-5863

3.3 Roof Structures

Adjoining buildings showed partial and full roof collapses.
Remaining roof systems were unstable and at high risk of further collapse.
Roof failures have rendered portions of the structures immediately unsafe.

3.4 Adjoining Buildings

Several adjoining structures were leaning, partially collapsed, or structurally unstable.
Wall systems lacked adequate support and bracing.
The extent of deterioration indicates progressive structural failure.

3.5 Access Structures

Wooden stairs and retaining walls leading to the greenhouses were severely deteriorated, unstable, and unsafe for use.
Significant rot, displacement, and material failure were observed.

4. STRUCTURAL ASSESSMENT

Based on observed conditions:

The structures have exceeded their serviceable life.
Structural components are no longer capable of safely supporting imposed loads.
The extent of deterioration is widespread and systemic, affecting foundations, framing, and roof systems.
Repairs would require complete replacement of major structural elements, making rehabilitation economically and practically infeasible.

5. SAFETY CONCERNS

The structures pose an immediate safety hazard to occupants, maintenance personnel, and the public.
Risks include sudden collapse, falling debris, and structural failure under minimal loads.
Continued access or use is not recommended.

6. ENGINEERING RECOMMENDATION

Based on the inspection and observed structural deficiencies, it is the professional recommendation that:

1. All three greenhouse structures and adjoining buildings be condemned and demolished.
2. Access to the structures be restricted immediately to prevent injury.
3. Demolition be performed by a qualified contractor in accordance with applicable local, state, and environmental regulations.
4. Debris removal and site stabilization be completed following demolition.

7. LIMITATIONS

This report is based on a visual inspection only and reflects conditions observed at the time of inspection.
Hidden or concealed conditions may exist that were not observable.

233 East Main Street
Middletown, NY 10940
(845)344-5863

FUSCO ENGINEERING & LAND SURVEYING DPC

8. CONCLUSION

The greenhouse structures and associated buildings are in a state of advanced structural failure. Due to severe foundation degradation, rotted wood framing, corroded steel supports, roof collapses, and unsafe access structures, demolition is the only reasonable and safe course of action.

Very Truly Yours,

Alfred A. Fusco, Jr., P.E.
Fusco Engineering
& Land Surveying, DPC