

OFFICE OF THE SUPERVISOR

Telephone  
(914) 277-3637  
Fax  
(914) 276-0082

**Town of Somers**  
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE  
335 ROUTE 202  
SOMERS, NY 10589

RICK MORRISSEY  
SUPERVISOR



**SOMERS TOWN BOARD  
WORK SESSION/REGULAR MEETING 7:00PM  
THURSDAY, SEPTEMBER 6, 2018  
[www.somersny.com](http://www.somersny.com)**

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**A. PLEDGE OF ALLEGIANCE:**

7:00PM – Work Session

**B. PUBLIC HEARING:**

1. Proposed Local Law to amend Chapter 170, entitled Zoning, adding Article XXIII, entitled Vape Shops of the Code of the Town of Somers.
2. Proposed Local Law to amend Chapter 170, entitled Zoning, amending Article I, entitled General Provisions, and Article IV entitled Business Historic Preservation District of the Code of the Town of Somers.
3. Proposed Local Law to amend Chapter 128, entitled Parks amending Section 128-2I. Park Rules and Regulations of the Code of the Town of Somers.

**PUBLIC COMMENT**

Please limit your comments to no more than 3 minutes.

**C. APPROVAL OF MINUTES:**

**SOMERS TOWN BOARD**  
**WORK SESSION/REGULAR MEETING 7:00PM**  
**THURSDAY, SEPTEMBER 6, 2018**  
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- D. DEPARTMENT REPORTS:** The Town Clerk announces receipt of the following monthly reports: Town Clerk, Building Inspector, Zoning Board of Appeals, Plumbing, Bureau of Fire Prevention, Parks & Recreation, Planning & Engineering, Tax Receiver, Director of Finance and Department Heads
- E. PARKS & RECREATION:** No additional business
- F. TOWN BOARD:**
1. Town Engineering Projects Update – Joe Barbagallo, Engineering Consultant
    - a. Authorization to solicit bids for the Shenorock Storm Project
    - b. Review and authorize proposal for the Shenorock/Lincolndale Sewer Project
  2. Taxation Amendments Relative to Condominiums
    - a. Town Board to declare themselves lead agency
    - b. Refer the proposed amendment to the Town Clerk, the Assessor, the Planning Board and the Westchester County Planning Board
    - c. Schedule a public hearing to be held on October 11, 2018
  3. Charitable Contribution IRS Ruling – Town Attorney
  4. Authorize the Supervisor to execute the following:
    - a. The Cooperative Investment Agreement between New York Cooperative Liquid Assets Securities System (NYCLASS) and the Town of Somers per email from Robert Kehoe, Director of Finance, dated August 17, 2018.
    - b. The First Amendment to the Inter-Municipal/Developer Agreement – C-HIF-15-65 between the Town of Somers, the County of Westchester and Kearney Realty & Development Group, Inc. which adjusts the applicable dates to which it applies.
    - c. The 2018 Revised Agreement with the South Salem Animal Hospital for the boarding of impounded dogs from the Town of Somers retroactive to July 1, 2018 per memo from Patricia Kalba, Town Clerk, dated August 7, 2018.
    - d. Multi-year contract with O'Connor Davies for auditing services with the Town of Somers for 2018 – 2022 per email from Robert Kehoe, Director of Finance, dated August 10, 2018.

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- e. An application for Technical Assistance Grant (TAG) Program administered by the Preservation League of New York State regarding the professional assessment of the condition of the basement brickwork of the Elephant Hotel and the Town of Somers commits to providing the required \$500 match per email from Syrette Dym, Director of Planning, dated August 30, 2018.
- f. The Solar Panel Agreement between DASNY and the Town of Somers per email from Syrette Dym, Director of Planning, dated August 29, 2018.
- 5. Authorize Supervisor to approve going to bid for installation of solar panels on the highway garage from qualified solar providers per email from Syrette Dym, Director of Planning, dated August 29, 2018.
- 6. Authorize Supervisor to sign letter to Senator Terrence Murphy respectfully requesting \$150,000 in SAM funding toward the construction costs of a new salt processing shed for the Town Highway Department per email from Syrette Dym, Director of Planning dated, August 16, 2018.
- 7. Authorize Supervisor to sign letter to County Executive George Latimer respectfully requesting \$175,000 in EOH funding toward the construction costs of a new salt processing shed for the Town Highway Department per email from Syrette Dym, Director of Planning, dated August 29, 2018.
- 8. Consideration of completing a Request for Information (RFI) application for the Town of Somers to become a Pilot town for the HeatSmart Westchester Program per memo from the Somers Energy Environment Committee, dated August 15, 2018.
- 9. Authorize request for transfer of funds to continue the restoration of Carolyn Wright-Reis' Model T-Ford per memo from Denise Schirmer, dated August 20, 2018.
- 10. Authorize up to \$100,000.00 for Vegetation Management contract with tree service company and go out to bid for the services.
- 11. Award bid and authorize the Supervisor to execute a one (1) year contract to furnish and deliver #2-TW Fuel and Heating Oil to multiple Town of Somers buildings.

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**G. FINANCIAL:** No additional business.

**E. HIGHWAY:**

1. Authorize the solicitation of rebid of the 2018 Highway Material bid for the portion of the Traffic and Street signs due to the increase in cost of aluminum per memo from Thomas Chiaverini, Highway Superintendent, dated August 20, 2018.

**F. PERSONNEL:**

1. **Current Vacancies:**

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

2. **Upcoming Vacancies:**

- a. Assessment Board of Review (1 – 5-year term ending 9/30/2018.)
3. Acknowledge resignation of Mr. Paul Califano as Part-time Plumbing Inspector in the Building Department effective August 3, 2018.
4. Acknowledge retirement of Ms. Valerie Herman as Librarian in the Town of Somers Library, effective August 10, 2018.
5. Authorize the hiring of Ms. Barbara Brandt as a Temporary Assessment Clerk at an hourly salary of \$24.3236 per memo dated August 31, 2018 from Teresa Stegner, Assessor effective September 4, 2018 and ending on December 31, 2018.

**G. PLANNING & ENGINEERING:** – No additional business.

**H. POLICE:** – No additional business.



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***I. CONSENSUS AGENDA:***

1. Authorize the return of the following Bond per August 15, 2018 memo from Steven Woelfle, Principal Engineering Technician.
  - a. \$500.00 - Erosion Control Bond (Michelle Wintje)
2. Accept the following Erosion Control Bonds:
  - a. \$300.00 - Alspach Wetland Permit TM: 6.10-1-6.
  - b. \$1,900.00 - DiSiena Conservation Subdivision  
TM: 27.08-2-1 & 2.1

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**2018 Calendar**

September 6, 2018	7:00pm	Town Board Work Session / Regular Meeting <b>Public Hearing</b> - Proposed Local Law to amend Chapter 170, entitled Zoning, adding Article XXIII, entitled Vape Shops, of the Code of the Town of Somers. <b>Public Hearing</b> - Proposed Local Law to amend Chapter 170, entitled Zoning, amending Article I, entitled General Provisions, and Article IV entitled Business Historic Preservation District of the Code of the Town of Somers. <b>Public Hearing</b> - Proposed Local Law to amend Chapter 128, entitled Parks amending Section 128-2I. Park Rules and Regulations of the Code of the Town of Somers.
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September 20, 2018	7:00pm	Town Board Special Meeting
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October 4, 2018	7:00pm	Town Board Work Session
October 11, 2018	7:00pm	Town Board Regular Meeting

**October 16 & 17 Department Budget Hearings**

November 1, 2018	7:00pm	Town Board Work Session
November 8, 2018	7:00pm	Town Board Regular Meeting
December 6, 2018	7:00pm	Town Board Work Session
December 13, 2018	7:00pm	Town Board Regular Meeting

Sent to:  
TB, TA, TC  
8/24/18  
KB

### PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE that the Town of Somers will conduct a public hearing on September 6, 2018 at 7:00 p.m. at the Town House, 335 Route 202, Somers, New York on a proposed Local Law to amend Chapter 170, entitled Zoning, adding Article XXIII, entitled Vape Shops of the Code of the Town of Somers.

All persons having an interest in the proposed local law are invited to attend the public hearing and will be afforded an opportunity to be heard. A copy of the proposed local law will be available and may be examined in the Office of the Town Clerk during regular business hours.

By Order of the Town Board  
of the Town of Somers

Patricia Kalba  
Town Clerk

Dated: August 23, 2018

Sent to:  
TB, TA, TC  
8/24/18  
KD

## **PUBLIC HEARING NOTICE**

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By Order of the Town Board  
of the Town of Somers

Patricia Kalba  
Town Clerk

Dated: August 23, 2018

Sent to:  
TB, TA, TC  
8/24/18  
KO

### PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE that the Town of Somers will conduct a public hearing on September 6, 2018 at 7:00 p.m. at the Town House, 335 Route 202, Somers, New York on a proposed Local Law to amend Chapter 128 entitled Parks amending Section 128-2I. Park Rules and Regulations of the Code of the Town of Somers.

All persons having an interest in the proposed local law are invited to attend the public hearing and will be afforded an opportunity to be heard. A copy of the proposed local law will be available and may be examined in the Office of the Town Clerk during regular business hours.

By Order of the Town Board  
of the Town of Somers

Patricia Kalba  
Town Clerk

Dated: August 23, 2018

Sent to:  
TB, TA, TC  
9/5/18  
KD

**Somers Department of Parks & Recreation**

PO Box 46 Somers, New York 10589

OFF: (914)-232-8441

FAX: (914)-232-8548

**Steven Ralston**  
**Superintendent**



August 16, 2018

To: Town Board

From: Steven Ralston   
Superintendent of Parks and Recreation

Re: Park Rules

I suggest the following modifications to the Park rules be considered while amending them to incorporate the no smoking/vaping policy.

D. Add Mountain Biking. This is in the Angle Fly rules attached.

F. add dumping

G. add except Angle Fly Preserve by special permit

H. remove all after prohibited. There is no longer a permit available. The exception is also noted in chapter 64 under 64.5

J. add except Dog Park by special permit

K. Period after ice. Remove from or to safe. We no longer monitor the ice for skating.  
Add no swimming. This is in the Angle Fly regulations attached.  
Smoking is also referenced in chapter 146 under 146.1

C: Park Board  
Town Attorney  
Town Clerk

## Chapter 128: Parks

[HISTORY: Adopted by the Town Board of the Town of Somers 8-21-1979. Amendments noted where applicable.]

### GENERAL REFERENCES

Public consumption of alcoholic beverages — See Ch. 64.

Dogs — See Ch. 86.

Fishing — See Ch. 100.

Littering — See Ch. 118.

Unlicensed vehicles — See Ch. 160.

### § 128-1 Statutory authority.

This chapter is enacted pursuant to the authority conferred upon Town Boards pursuant to § 130 of the Town Law.

### § 128-2 Park rules and regulations.

- A. Use of Somers park facilities shall be during reasonable hours, with the Parks and Recreation Board having the discretion to set specific hours for each park. The Parks and Recreation Board shall cause such hours to be conspicuously posted within each park.
- B. Driving and parking is permitted in designated areas only, with the Parks and Recreation Board having the discretion to designate and cause to be posted such areas. Parking of vehicles along the entranceway from Route 139 to the beginning of the upper rear parking area, being a distance of 1,200 feet, is prohibited and such areas shall be posted.  
[Amended 5-12-1983]
- C. The maximum speed limit for motor vehicles in the parks shall be 10 miles per hour.  
[Amended 5-12-1983]
- D. The use of all engine-powered vehicles unlicensed for use on public highways by New York State, including but not limited to minibikes, motorcycles, go-carts and snowmobiles, is prohibited at any time. This does not apply to park maintenance vehicles. *MOUNTAIN BIKING ON WORKING TRAILS IS PROHIBITED*
- E. No person shall tent or camp or erect or maintain a tent, shelter or camp in any park, except under a permit issued in its discretion by the Parks and Recreation Board and otherwise in accordance with the terms and conditions of such permit.
- F. Littering, <sup>DUMPING</sup> destroying or defacing park property or facilities is prohibited.
- G. All hunting is prohibited. *EXCEPT ANGLE FLY PRESERVE BY SPECIAL PERMIT* The carrying of firearms, except by police officers, is also prohibited on all parkland. Air rifles, pistols and spring guns are, likewise, prohibited.
- H. The use of alcoholic beverages is prohibited, ~~except as may be specifically allowed by a permit issued by the Town Board or its authorized official, in its discretion, and then only at the times and places designated and otherwise according to the terms and conditions of such permit.~~
- I. Behavior which causes public nuisances, annoyance or harm regarding the enjoyment of park and recreation facilities and otherwise affects the health, safety and welfare of those using the park is prohibited.
- J. No person owning or being custodian of any animal shall cause or permit this animal to roam, be on a leash, go or be at large in any park. *EXCEPT DOG PARK BY SPECIAL PERMIT*

- K. No person shall ~~ice~~, sled, walk or go upon any ice, ~~or snowshoe or ski, except at such times and such places as may be designated and until such ice is declared to be safe.~~ Vehicular towing of persons on any recreational device, including but not limited to skis, sleds, skates and skateboards, is prohibited.
- L. Due to the limited nature of park facilities and considering the health, safety and welfare of Somers residents, the use of the parks is prohibited by other than Somers residents and their accompanying guests.
- M. There shall be no ballplaying allowed in Bailey Park.
- N. No food shall be sold in any of the Town of Somers parks except by a person who has been granted a concession by the Town Board or a person or organization which as been received written permission from the Superintendent of Parks and Recreation; and, further, this addition of Subsection N amends an ordinance adopted by the Town Board on August 21, 1979, amended on May 12, 1983, known as "An Ordinance Regulating Use of Town Parks in the Town of Somers."  
[Added 11-13-1986]

### **§ 128-3 Penalties for offenses.**

- A. Any person who violates any of the provisions of this chapter shall be deemed to have committed an offense against this chapter and also shall be liable for any such violation or the penalty therefor.
- B. Any person violating this chapter shall be subject to a civil penalty enforceable and collectible by the town in an amount up to \$50 or service in Somers park maintenance or rehabilitation not to exceed 20 hours for each such offense. Such penalty shall be collectible by and in the name of the town.



## **Chapter 146: Smoking Policy**

[HISTORY: Adopted by the Town Board of the Town of Somers 6-14-1990 by resolution. Amendments noted where applicable.]

### **§ 146-1 Restrictions.**

The Town Board of the Town of Somers does hereby ban smoking in all municipal buildings in the Town of Somers.

## **Chapter 64: Alcoholic Beverages**

[HISTORY: Adopted by the Town Board of the Town of Somers 7-26-1979 by L.L. No. 1-1979. Amendments noted where applicable.]

### **GENERAL REFERENCES**

Places of entertainment — See Ch. 90.

Alcoholic beverages in parks — See Ch. 128.

## **Article I: Consumption in Public**

[Adopted 7-26-1979 by L.L. No. 1-1979]

### **§ 64-1 Title.**

This Article shall be known and cited as the "Town of Somers Local Law No. 1-1979 Regulating Consumption of Alcoholic Beverages in Public Places."

### **§ 64-2 Legislative intent.**

The Town of Somers recognizes that consumption of alcoholic beverages in public places must be adequately controlled so as to prevent public disorder, nuisances, littering and other acts and conditions detrimental to the health, safety and welfare of the residents of the town, and this Article is intended to provide such control and regulation.

### **§ 64-3 Definitions.**

As used herein, the following words shall have the meaning below set forth:

#### **ALCOHOLIC BEVERAGE**

Includes all beverages as defined in § 3 of the Alcoholic Beverage Control Law of the State of New York.

#### **CONTAINER**

Any bottle, can, glass, cup or similar receptacle suitable for or used to hold any liquid.

#### **PUBLIC PLACE**

Any highway, street, sidewalk, park, playground, parking lot, shopping center, mall or any other place to which the public or a substantial group of persons has access, but excluding those public places wherein the use and consumption of alcoholic beverages is authorized pursuant to a license or permit issued under the Alcoholic Beverage Control Law.

### **§ 64-4 Public consumption prohibited; evidence of violation.**

No person shall consume or ingest any alcoholic beverage in any public place within the Town of Somers. Carrying on the person, holding or possessing any open, unsealed, resealed or partially full bottle, can or container of an alcoholic beverage in a public place as hereinabove defined shall constitute prima facie evidence of a violation of this section.

### **§ 64-5 Exceptions.** *no exceptions*

The foregoing prohibition against drinking alcoholic beverages in public places or possessing ~~open, unsealed, resealed~~ or partially empty bottles, cans or containers of such alcoholic beverage shall not apply nor be a violation of this Article in the event of a gathering which has been granted a special permit by the Town Board of the Town of Somers or its authorized official.<sup>[1]</sup>

[1] *Editor's Note: By resolution adopted 8-9-1979, the Town Board designated the Superintendent of Parks and Recreation as the issuing agent for permits under this section.*

#### **§ 64-6 Penalties for offenses.**

Any person, upon conviction for violation of this Article, shall be guilty of a violation as defined in Article 10, § 10.00, Subdivision 3, of the Penal Law, which shall be punishable as follows:

- A. For a first offense, by payment of a fine not exceeding \$50 or by imprisonment for 10 days, or by both such fine and imprisonment.
- B. For a second or subsequent offense, by payment of a fine not exceeding \$100 or by imprisonment for 15 days, or by both such fine and imprisonment.

# ANGLE FLY PRESERVE REGULATIONS

- Open to the Public daily 7:00 a.m. to dusk
- Speed limit – 10 MPH
- Parking is permitted in designated areas only
- Hiking is permitted on marked *blazed* trails only
- Hunting by permit only
- Fishing by permit only

The following are **PROHIBITED** Police take notice

- Alcoholic Beverages
- Dogs
- Fires
- Camping
- Mountain Biking
- Swimming
- Ice Skating
- Boating
- Dumping or Littering – Punishable by a \$1,000 fine
- The use of all unlicensed, engine-powered vehicles, i.e., ATV's, motorcycles, go-carts, snowmobiles, etc.
- Climbing on Stone Walls & removing stones from walls
- Disturbance or removal of vegetation, wild life or other natural materials

The preserve is a carry out facility. Please pack out what you pack in. We do our best to address concerns as soon as possible. If you see something that needs attention, please contact the Recreation Office, 232-8441.

THANK YOU FOR YOUR COOPERATION  
ENJOY THE PRESERVE

# **RULES & REGULATIONS GOVERNING TOWN PARKS**

**Adopted by Town Board at their monthly meeting  
September 11, 1974, amended April, 1983 and November,  
2009**

1. Use of Somers park facilities shall be during reasonable hours. The Parks & Recreation Board, in its discretion, sets specific hours for each park.
2. Use of parks is limited to Somers residents, businesses and their accompanying guests.
3. Parking is permitted in designated areas only.
4. The maximum speed limit for motor vehicles in the parks is 10 miles per hour.
5. The use of all unlicensed, engine-powered vehicles, i.e., mini bikes, motorcycles, go carts, snowmobiles, etc. is prohibited at any time. This does not apply to licensed vehicles or Park maintenance vehicles used on prescribed roadways or parking areas.
6. No person shall tent or camp or erect or maintain a tent, shelter or camp in any park, except in accordance with a park use permit.
7. Littering, destroying or defacing park or park property is prohibited.
8. All hunting and carrying of firearms is prohibited on all park land. Air rifles, pistols and spring guns are also prohibited.
9. The use of alcoholic beverages is prohibited
10. Behavior which causes public inconvenience, annoyance or harm regarding the enjoyment of park and recreation facilities or restricts the enjoyment of recreational activities is prohibited.
11. No person owning or being custodian of, having control of any animal shall cause or permit this animal to roam, be on leash, go or be at large in any park.
12. No person shall skate, sled, walk or go upon any ice or snowshoe or ski except at such times and at such places as may be designated and until such ice is declared to be safe. Nor will vehicle-towing of persons on skis, sleds, skates, etc. be allowed.
13. There shall be no ball playing allowed in Bailey Park.
14. Park Rules and Regulations are monitored by park personnel and enforced by Somers Police.

Sent to:  
TA, TA TC  
9/5/18  
KD

COMMITMENT & INTEGRITY  
DRIVE RESULTS

709 Westchester Avenue | Suite L2  
White Plains, New York 10604  
www.woodardcurran.com

T 800.807.4080  
T 914.448.2266  
F 914.448.0147



1 MEMORANDUM

2 TO: Town of Somers Town Board  
3 CC: Kim DeLucia, Confidential Secretary  
4 FROM: Alvaro Alfonzo-Larrain on behalf of Joseph C. Barbagallo, P.E., BCEE  
5 DATE: August 30, 2018  
6 RE: Lake Shenorock Stormwater Retrofits  
7 Bidding and Contract Procurement  
8  
9

10 Honorable Members of the Board,

11 The purpose of this memorandum is to provide an update on the status of the Lake Shenorock Stormwater  
12 Retrofits project and to request authorization to solicit bids and award the Contract to the successful Bidder  
13 if the bid price is less than or equal to the funding available for the project.

14 The Lake Shenorock Stormwater Retrofits project generally consists of the installation of hydrodynamic  
15 separators at four (4) of the existing outfall locations, installation of stone reinforcement at five (5) outfall  
16 locations, construction of a maintenance access path to the reinforced outfall locations, and clearing of  
17 invasive species. The purpose of these improvements is to reduce the influx of phosphorus to Lake  
18 Shenorock. The design estimates a reduction in phosphorus loads of 7.59 Kg per year from the proposed  
19 improvements.

20 Funding for the Lake Shenorock Stormwater Retrofits project is expected to be as follows: 75% of the total  
21 project cost covered by NYSDEC Water Quality Improvement Program (WQIP) grant monies, and 25% of  
22 the total project cost by East of Hudson (EOH) Watershed Corporation monies as a match to the WQIP  
23 grant. The total estimated cost of the project, including engineering, permitting and contingency is \$700,000  
24 which we anticipate would be fully covered by WQIP and EOH monies.

25 After several discussions on fundable scope of work iterations with both NYSDEC and EOH over the past  
26 few weeks, Woodard & Curran is currently in the process of finalizing Bid Documents for the agreed scope  
27 of work and working diligently to meet the following schedule:

- 28 • Bid advertisement and Bid Documents available to Bidders on 9/13/2018
- 29 • Prebid Meeting at Lake Shenorock on 9/18/2018
- 30 • Bid Due Date on 9/25/2018
- 31 • Award of Contract on or before 10/10/2018.

32 In order to complete the project in the current year, the Contract should be awarded immediately upon duly  
33 review and identification of the successful bidder. For that reason, we are asking the Town Board for  
34 authorization to solicit bids and procure the contract for the Lake Shenorock Stormwater Retrofits project  
35 following confirmation that the successful Bid Price will be fully funded between WQIP and EOH monies.

36  
37 Sincerely,

A handwritten signature in black ink, appearing to be 'Alvaro'.

42 Alvaro Alfonzo-Larrain, P.E., M.Eng.  
43 Assistant Consulting Town Engineer

On behalf of,

A handwritten signature in black ink, appearing to be 'Joe'.

Joseph C. Barbagallo,  
Consulting Town Engineer

**COMMITMENT & INTEGRITY  
DRIVE RESULTS**

Woodard & Curran Engineering P.A. P.C.  
709 Westchester Avenue | Suite L2  
White Plains, New York 10604  
www.woodardcurran.com

T 800.807.4080  
T 914.448.2266  
F 914.448.0147

Via Electronic Mail

August 31, 2018

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

Re: Proposal for Professional Services  
Somers Water Quality Improvement Program

Dear Rick:

Woodard & Curran is pleased to present the Town of Somers with this proposal for professional services related to updating the May 2015 Wastewater Study and development and implementation of a town-wide Somers Water Quality Improvement Program (SWQIP). Below please find our Project Background and Scope of Services.

### Background

The Town of Somers previously retained Woodard & Curran to perform a Wastewater Study for the Lake Shenorock area with the goal of identifying options to improve water quality within the New York City Watershed, and specifically the Amawalk Reservoir. Phosphorus and coliform bacteria were identified as the two primary water quality concerns. Based on the analyses performed as part of the Study, and through consultation with the Town Board, Lake Shenorock community, New York City Department of Environmental Protection (NYCDEP) and Westchester County, a recommended plan for water quality improvement was developed, including the following key elements:

- Community Maintenance and Education;
- Investigation and repair of illicit connections to the stormwater system;
- Lake Rehabilitation; and
- Implementation of a Septic Maintenance and Repair Program

In April, 2016, following completion of the Wastewater Study for the Lake Shenorock area, the Town of Somers retained Woodard & Curran to assist the Town with establishing a town-wide Somers Water Quality Improvement Program (SWQIP) to address septic maintenance and repair as well as other projects focused on reducing pollutants of concern identified in the Study. Woodard & Curran was authorized to proceed with Phase 1 of this effort only, which consists of reviewing and summarizing existing septic maintenance and repair funding programs previously funded by NYCDEP, identifying key program elements and decisions for the Town of Somers, and continuing discussions with the NYCDEP and Westchester County regarding the applicability of EOH Water Quality Funds for aspects of the recommended Water Quality Improvement Plan that are less clearly eligible for funding than septic maintenance and repairs. The approved proposal is attached for your reference.

Prior to starting the development of the SWQIP in accordance with the previously approved scope described above, Senator Murphy announced that Lake Shenorock and Lake Lincolndale were accepted by the NYSDEC as Inland Waterways making them eligible for the Local Waterfront Revitalization Program (LWRP). As a result, the Town has asked Woodard & Curran to revisit the findings of the



Sent to: TB, TA, TC  
9/4/18  
KD



Wastewater Study to align with a new Town-wide plan to revitalize the many lakes within Somers that have been negatively affected by the effects of regional growth within these lake communities. Through this effort, the Town will restore both the water quality and recreational value of the lakes that were once the centerpiece of the community. Community outreach has begun, and our community teams are forming in support of this effort. There are a number of elements that will be part of the Town Wide Lake Revitalization Program including:

- Leveraging the Inland Waterway designation of some of Somers' Lakes recently announced by Terrance Murphy earlier this year that will allow the Town to access to Waterfront Revitalization Funds. These funds will be used to improve recreational quality.
- Developing projects to improve stormwater quality within the watershed that rely on techniques that are beyond the funding levels established by the EOH, but provide great water quality benefits to Lake through the removal of total phosphorous. In 2016, the Town submitted, through the Consolidated Funding Application, projects for Lake Shenorock. The Town was successful and was awarded \$847,500 to complete the projects.
- Protecting Lakes from impacts from septic systems through the combination of a Somers Water Quality Improvement Program (SWQIP) and the installation of Sewers in portions of the Lincolndale and Shenorock communities. The \$10M in EOH WQIP funding is intended to fund this effort as part of the broader Town program. Figures 1 and 2 provide aerial images of these two lakes. The proposal for the use of the EOH WQIP funds is outlined below.

### Proposal Introduction

This proposal includes the activities associated with the EOH WQIP funds. These activities include the updates to the May 2015 Report, coordination with the public and the DEP, the permitting and design associated with sewerage portions of the Shenorock and/or Lincolndale communities, and implementing the SWQIP in the areas that are not sewerage in these and other Lake Communities across the Town.

#### *Sewers around Lake Shenorock and/or Lake Lincolndale*

Originally, the Town of Somers was allocated \$10M to improve the water quality of the priority area of Lake Shenorock. The Town completed a study of the Shenorock Area and considered four options, three of which were associated with installing sewers in all or portions of the community with the fourth option being a septic maintenance and repair program. The complete analysis was summarized in Wastewater Study Report, dated May 2015. The Executive Summary, Recommendations, and Figures from this report are attached for your reference.

Although the report recommended Option 4, the Town is considering pursuing a modified Option 3 that is focused on installing the community sewer infrastructure and connecting the homes in the most impactful area in the immediate vicinity of the Lake as part of the broader Town-wide initiative described above. In addition, the Town will implement a similar approach around Lake Lincolndale at similar costs with connection to either the Heritage Hills Wastewater treatment plant or the Peekskill Hollow Sewer district via the pump station at The Preserves (the same pump station that would potential serve the Shenorock area).

Funding is available for the SWQIP, including program development, administration, design, and construction, through the funds established by the NYCDEP for EOH Water Quality Funds, currently managed by Westchester County, and contingent on final recommendation and approval from the Northern Westchester Watershed Coalition, NYCDEP, and Westchester County. Woodard & Curran will coordinate with the NYCDEP to confirm eligibility of the initial and ongoing efforts and costs outlined in this proposal prior to proceeding with the scope.





## Scope of Services

Woodard & Curran is submitting this proposal to the Town of Somers to complete development of the SWQIP, and begin implementation of the SWQIP. This work will be completed in the phases described below.

### ***Phase 1 – Initial Activities***

#### ***Task 1.1 Community Education and Outreach***

Community education and outreach will be a critical piece to ensure project support and sustainability. Grassroots support is especially effective in generating the positive momentum needed to keep the project moving through inevitable hurdles and challenges through the planning, permitting, and implementation process of developing the project and forming a sanitary sewer district. To begin Community Outreach, the Town has formed the Lake Sustainability Committee that includes representatives of the Shenorock and Lincolndale communities, as well as Purdy's. The next Committee meeting is September 20, 2018.

Woodard & Curran will support the Town with this Community Outreach effort. Although the actual scope and level of effort will be dependent upon the Town requests, we have developed an outline of potential activities which were used to estimate a level of effort and costs. This outline includes preparation for and participation in three (3) meetings of the LWRP, preparation for and attendance at up to two (2) public community meetings, development of a community mailings, and two (2) handouts for circulation to the community or at public meetings. The anticipated duration of Task 1.1 is five to six months.

For this task of work, we suggest the Town allocate a budget of \$25,000. Woodard & Curran will bill against this task on a time and materials basis, keeping the Town informed of the remaining balance as we proceed. In the event additional time is required to support public outreach, we will prepare a separate request for additional funding for approval by the Town.

#### ***Task 1.2 SWQIP Program Development***

Woodard & Curran will work with the Supervisor and Town Attorney, with regular reporting to the Town Board, on the development of a detailed plan for implementation of the Somers Water Quality Improvement Program. Elements, including the Shenorock sanitary sewer system, Lincolndale sanitary sewer system, and Town-wide maintenance and repair program components, anticipated to be included in this plan are:

- Program description;
- Applicable definitions;
- Program components (septic, sanitary sewers, stormwater, lake, etc.)
- Priority area(s);
- Program eligibility;
- Eligible costs;
- Application process;
- Review process;
- Appeals process;
- Reimbursement process;
- Applicable standards; and
- Inspection procedures.

The anticipated duration of this Phase is four to six months. Task 1.2 will be conducted for a lump sum fee of \$30,000. At the conclusion of Task 1.2, Woodard & Curran will present the plan to the Town Board,



and meet with Westchester County to confirm acceptability and the next steps for final approvals and implementation.

Sanitary sewer connections from Shenorock to Lincolndale to the Preserves and/or Heritage Hills will require expansion of those sanitary sewer districts, with approval by the Westchester County Board of Legislators and/or the Heritage Hills Sewer Corporation as applicable. Specifically, Westchester County Board of Legislators will require updates on the proposed project, included a project summary and status of East of Hudson (EOH) WQIP funds to assist Legislators Kaplowitz and Covill in obtaining approval. For these meetings and updates, or others as needed, we recommend that the Town allocate an additional budget of \$12,000. Woodard & Curran will bill against this budget on a time and materials basis, keeping the Town informed of the remaining balance as we proceed.

## ***Phase 2 – Program Development, Approvals and Design***

### ***Task 2.1 – SWQIP Program Implementation- Preliminary Design***

Following completion of Task 1.2, Woodard & Curran will submit a detailed cost proposal to proceed with Preliminary Design of the selected and approved project. At this time, it is anticipated that this will include preliminary design of the Shenorock sanitary sewer system, Lincolndale sanitary sewer system, and defining the Shenorock Lake septic maintenance and repair program.

Preliminary design will include the following tasks:

- Topographic survey of the proposed sanitary sewer areas identified in Phase 1;
- Wetlands delineation within the proposed sanitary sewer area;
- Supplemental borings required to establish the subsurface conditions and presence and location of subsurface rock within the sewer areas identified in Phase 1;
- Submission of a geotechnical report which will serve as the basis of design for sewer bedding and foundation design, and assist with developing plans for dewatering and excavation support;
- Develop design flows for each sewer system;
- Finalizing the limits and layout of the sanitary sewers;
- Identifying the locations and design basis of pump stations (if required)
- Identifying permitting requirements for the projects;
- Identifying required specifications table of contents;
- Identifying the required drawing list;
- Identifying the proposed materials of construction and project details;
- Identifying the budget, goals, processes, roles, and responsibilities which will be required for implementation of the Shenorock Lake septic maintenance and repair program.

At the completion of the Preliminary Design Phase, Woodard & Curran will deliver a Design Basis Report (Map, Plan & Report) to the Town of Somers. The purpose of the Design Basis Report will be to document these important project decisions and provide the basis for formation of the sanitary sewer district(s) needed. The report will also be used in the required permitting efforts.



The anticipated duration of Task 2.1 is approximately six months. The fee to complete this effort will depend on the final scope of the project established in Phase 1. It is reasonable to anticipate that this fee will be in the range \$150,000 to \$250,000 based on the overall value of the project.

***Task 2.2 – SWQIP Program Implementation- Final Design***

Following completion of Task 2.1, Woodard & Curran will submit a detailed cost proposal to proceed with Final Design of the project. Final design will consist of developing bid documents for the construction of the sanitary sewer collection systems. This includes the following tasks:

Final design will include the following tasks:

- Development of drawings depicting the work to be done at a scale of 1" equals 40' horizontal and 1" equals 4' vertical for plan and profile sheets;
- Development of detail sheets, pump station site plan(s), and any additionally required plans at scales as determined by the Engineer;
- Development of project specifications and bidding documents compliant with applicable bidding laws, regulatory requirements, and funding agency requirements;
- Submission of required permit applications identified in Task 2.1.

The anticipated duration of Task 2.2 is approximately nine months. The fee to complete this effort will depend on the final scope of the project established in Phase 1. It is reasonable to anticipate that this fee will be in the range \$300,000 to \$500,000 based on the overall value of the project.

***Phase 3 – Bidding and Construction Administration and SWQIP Program Implementation- Septic Maintenance and Repair Program***

Also following completion of Phase 2, Woodard & Curran will submit a proposal to assist the Town of Somers with Bidding and Construction Administration as well as the development of documents for the implementation of the Septic Maintenance and Repair Program.

The fee to complete this phase of work will be dependent on the final scope of the program, and the agreed upon scope of Woodard & Curran's involvement. We will provide a detailed estimate upon completion of Phase 2.

Please do not hesitate to call if you have any questions or want to discuss any aspect of this proposal or the overall Town efforts to revitalize its lakes. We appreciate the opportunity to continue to support the Town on exciting projects like this.

Sincerely,

WOODARD & CURRAN ENGINEERING P.A. P.C.

Joseph C. Barbagallo, P.E., BCEE  
Principal

Sent to:  
TB, TA, TC  
8/24/18  
KB

PLANNING AND ENGINEERING DEPARTMENTS

Telephone  
(914) 277-5366  
Fax  
(914) 277-4093

**Town of Somers**  
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE  
335 ROUTE 202  
SOMERS, NY 10589  
www.somersny.com

Steven Woelfle  
Principal Engineering Technician  
swoelfle@somersny.com



Syrette Dym, AICP  
Director of Planning  
sdym@somersny.com

**MEMORANDUM**

**TO:** Town Board

**FROM:** Syrette Dym, Director of Planning

**DATE:** August 23, 2018

**RE:** Amendment to Chapter 154 "Taxation" to Add Article X "Real Property Assessment of Converted Condominiums"

The Town Board has determined that condominium units are taxed at a significantly lower rate than comparably priced single-family homes under conventional forms of property ownership and, therefore, believe it is necessary to amend Chapter 154 of the Code of the Town of Somers to prevent such conversions that unduly burden other comparable property owners in the Town. To prevent such uneven tax burden, the Town is proposing an amendment to Chapter 154 that would add Article X such that neither Section 581 Subdivision 1(a) or Section 339-y, Subdivision 1(b) of the New York State Real Property Law that permits property valuation by using a capitalization of income approach or a cost approach rather than a market approach could be utilized to value condominiums in the town for taxing purposes

Should the Town Board determine to move ahead with this amendment, it should take the following actions:

- Declare itself lead agency at its meeting of September 6, 2018
- Refer the proposed amendment to the Town Clerk, the Assessor, the Planning Board and the Westchester County Planning Board for their information at the September 6, 2018 meeting
- Set a date for a public hearing to be held at its meeting of October 11, 2018

Once the public hearing is held and closed at the October 11, 2018 meeting, the Town Board can review the EAF Parts 1 and 2 and Narrative, make a Negative Declaration and

approve the proposed zoning amendments as currently proposed or with any amendments as determined by the Board.

Cc: Roland Baroni  
Patricia Kalba  
Teresa Stegner

Z:\PE\General files\Condominium Conversion Law\Town Board Memorandum 08-23-18.docx

**NOTICE OF SEQR ACTIONS – Amendments to Chapter 154 Entitled “Taxation” to Add Article X Entitled “Real Property Assessment of Converted Condominiums” of the Code of the Town of Somers**

**Notice to Act as Lead Agency**

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

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act (SEQRA)) of the New York State *Environmental Conservation Law* and Chapter 92 (Environmental Quality Review) of the *Code of the Town of Somers, New York*.

The Town Board of the Town of Somers, Westchester County, declares its intent to act as lead agency as part of an uncoordinated review for amendment to Chapter 154 entitled “Taxation” to Add Article X entitled “Real Property Assessment of Converted Condominiums” of the Code of the Town of Somers.

The Somers Town Board at its meeting of September 6, 2018 declared itself Lead Agency with regard to this Proposed Action under the procedures and requirements of SEQRA and Chapter 92 of the Somers Town Code as part of an uncoordinated review.

The Proposed Action is an Unlisted Action under SEQRA as per Chapter 92 of the *Code of the Town of Somers* in conjunction with Article 24 of the NYS *Environmental Conservation Law*.

**PROPOSED LEAD AGENCY:** Town Board, Town of Somers  
Somers Town House  
335 Route 202  
Somers, New York 10589

**TITLE OF ACTION:** Amendment to Chapter 154 entitled “Taxation” to Add Article X entitled “Real Property Assessment of Converted Condominiums” of the Code of the Town of Somers

**DESCRIPTION OF ACTION:** The action involves amendment to Chapter 154 “Taxation” to add Article X entitled “Real Property Assessment of Converted Condominiums” of the Code of the Town of Somers and amendments to related sections as they pertain to real property assessment of dwelling units converted to condominiums.

Since the Town Board has determined that condominium units incur a significant difference in property taxes compared to comparably priced single-family home when converted, generating significantly lower taxes and, thereby, unfairly burdening owners of conventionally taxed properties it is limiting the ability of converted properties to reduce their tax contribution. Section 581 Subdivision 1-c of the Real Property Tax law and Section 339-y, Subdivision 1(f) of the Real Property Tax Law of the State of New York permit condominium units to be valued for purposes of real property assessment by using a capitalization of income approach or a cost approach, resulting in an assessment that is lower than would be generated if the approach used for single family homes is used. Therefore, to eliminate such divergence in tax burdens, the proposed amendment to Chapter 154 of the Town Code eliminates the

applicability of Section 581, Subdivision 1(a) and Section 339-y, Subdivision 1(b) of the Real Property Tax Law from applying to any converted condominium units in the Town of Somers.

**LOCATION:** The Town of Somers, Westchester County New York

**SUPPLEMENTAL INFORMATION:** A Short Form (EAF) has been prepared for the Proposed Action. This form is being distributed to Interested Agencies (see list below), and this information is also available for review in the Planning and Engineering office at the Town House and on the Town's web site.

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

Telephone: 914-277-5366

Date of this Notice: April 12, 2018

**SEQR DISTRIBUTION LIST – Amendment to Chapter 154 Entitled “Taxation” to Add Article X Entitled “Real Property Assessment of Converted Condominiums” to the Code of the Town of Somers**

**Involved Agency:**

Town Board  
335 Route 202  
Somers, New York 10589  
Attn: Rick Morrissey, Supervisor

**Interested Agencies -**

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

Town of Somers Assessor  
Somers Town House  
335 Route 202  
Somers, New York 10589  
Attn: Efrem Citarella, Building Inspector

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

Westchester County Planning Board  
148 Martine Avenue  
White Plains, NY 10601  
Attn: Norma Drummond, Acting Commissioner

**Others – Lead Agency Representatives–**

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

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



***Short Environmental Assessment Form***  
***Part 2 - Impact Assessment***

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### **Short Environmental Assessment Form** **Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

See Attached.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Town Board Town of Somers</p> <p style="text-align: center;">Name of Lead Agency</p> <p>Rick Morrissey</p> <p>Print or Type Name of Responsible Officer in Lead Agency</p> <p>Signature of Responsible Officer in Lead Agency</p> </div> <div style="width: 45%;"> <p style="text-align: center;">Date</p> <p>Supervisor</p> <p style="text-align: center;">Title of Responsible Officer</p> <p>Signature of Preparer (if different from Responsible Officer)</p> </div> </div>	

**PRINT FORM**

**Short Environmental Assessment Form**  
**Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### *Short Environmental Assessment Form*

#### *Part 3 Determination of Significance*

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

See Attached.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Town Board Town of Somers	
Name of Lead Agency	Date
Rick Morrissey	Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**

## **EAF Part 1 – Narrative Description of Proposed Action**

The action involves amendment to Chapter 154 “Taxation” to add Article X entitled “Real Property Assessment of Converted Condominiums” of the Code of the Town of Somers and amendments to related sections as they pertain to real property assessment of dwelling units converted to condominiums.

Since the Town Board has determined that condominium units incur a significant difference in property taxes compared to comparably priced single-family home when converted, generating significantly lower taxes and, thereby, unfairly burdening owners of conventionally taxed properties it is limiting the ability of converted properties to reduce their tax contribution. Section 581 Subdivision 1-c of the Real Property Tax law and Section 339-y, Subdivision 1(f) of the Real Property Tax Law of the State of New York permit condominium units to be valued for purposes of real property assessment by using a capitalization of income approach or a cost approach, resulting in an assessment that is lower than would be generated if the market approach used for single family homes is used. Therefore, to eliminate such divergence in tax burdens, the proposed amendment to Chapter 154 of the Town Code eliminates the applicability of Section 581, Subdivision 1(a) and Section 339-y, Subdivision 1(b) of the Real Property Tax Law from applying to any converted condominium units in the Town of Somers.

The action involves amendments to Article XXII. Signs Section 170-126. Business districts relative to “for sale” and “to let” signs in the B-HP district.

Signs permitted in the B-HP district are governed by Section 170-17.2 Design guidelines of Article IV. B Business Historic Preservation District and by Section 170-126. Business districts of Article XXII. Signs. Permitted signs are identified as those set forth in Section 170-17.2D which then makes reference in Section 170-17.2 Design Guidelines D. Signage guidelines (6) to the Schedule of Signs Permitted in the B-HP District located in the back of the zoning ordinance.

Based on the above guidelines and regulations, “for sale” or “to let” signs are not permitted, while such signs are permitted in the NS, CS, PH and OLI districts. The amendment to Section 179-17.2D is intended to permit one such “for sale” or “to let” sign on each road frontage per property in the B-HP district, to be set back at least 10 feet from the street line and limited in size to a maximum 1 ½ feet by 2 feet. To minimize visual impacts in the B-HP district, such signs will only include wording and numbers.

The intent is to permit such signs in the B-HP District but to regulate them such that they do not have an adverse visual impact on the character of the district.



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

Date of Adoption: \_\_\_\_\_

**Name of Action:**

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

The Town of Somers Town Board, as Lead Agency, has determined that the Proposed Action described below will not have a significant adverse effect on the environment and a Draft Environmental Impact Statement will not be prepared.

**SEQR Status:** The Proposed Action is an Unlisted Action under SEQRA as per Chapter 92 of the *Code of the Town of Somers* in conjunction with Article 24 of the *NYS Environmental Conservation Law*.

**Conditioned Negative Declaration:** No

**Description of Action:** The action involves amendment to Chapter 154 "Taxation" to add Article X entitled "Real Property Assessment of Converted Condominiums" of the Code of the Town of Somers and amendments to related sections as they pertain to real property assessment of dwelling units converted to condominiums.

Since the Town Board has determined that condominium units incur a significant difference in property taxes compared to comparably priced single-family homes when converted, generating significantly lower taxes and, thereby, unfairly burdening owners of conventionally taxed properties, it is limiting the ability of converted properties to reduce their tax contribution. Section 581 Subdivision 1-c of the Real Property Tax law and Section 339-y, Subdivision 1(f) of the Real Property Tax Law of the State of New York permit condominium units to be valued for purposes of real property assessment by using a capitalization of income approach or a cost approach, resulting in an assessment that is lower than would be generated if the market approach used for single family homes is used. Therefore, to eliminate such divergence in tax burdens, the proposed amendment to Chapter 154 of the Town Code eliminates the applicability of Section 581, Subdivision 1(a) and Section 339-y, Subdivision 1(b) of the Real Property Tax Law from applying to any converted condominium units in the Town of Somers.

**Location:** The Town of Somers, Westchester County New York

**Reasons Supporting This Determination:**

Based upon a review of Parts 1, 2 and 3 of the Short Environmental Assessment Form (EAF) and all other application materials that were submitted in support of the Proposed Action, the Town Board finds that the amendment to Chapter 154 "Taxation" to add Article X "Real Property Assessment of

State Environmental Quality Review, Negative Declaration, Notice of Determination of Non- Significance

Converted Condominiums" will not have a significant adverse fiscal impact to the Town of Somers and will, in fact, ensure a positive and fair impact to all property owners in the town. It will have a positive impact on community character in that it will ensure the ability of the Town to perform its municipal functions and provide essential services to all residents and businesses without unevenly sharing the tax burden for such services among comparable properties, and, therefore, will not have any significant adverse impacts upon the environment. This Negative Declaration indicates that no environmental impact statement need be prepared.

**Involved and Interested Agencies:**

**SEQR DISTRIBUTION LIST – Amendments to Chapter 154 Taxation to Add Article X Real Property Assessment of Converted Condominiums of the Code of the Town of Somers**

**Involved Agency:**

Town Board  
335 Route 202  
Somers, New York 10589  
Attn: Rick Morrissey, Supervisor

**Interested Agencies -**

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

Town of Somers Assessor  
Somers Town House  
335 Route 202  
Somers, New York 10589  
Attn: Efrem Citarella, Building Inspector

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

Westchester County Planning Board  
148 Martine Avenue  
White Plains, NY 10601  
Attn: Norma Drummond, Acting Commissioner

**Others – Lead Agency Representatives–**

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

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



State Environmental Quality Review, **Negative Declaration**, Notice of Determination of Non- Significance

## TOWN OF SOMERS

Local Law No. \_\_\_\_ of the Year 2018

A Local Law to amend Chapter 154 entitled "Taxation," of the Code of the Town of Somers pursuant to the New York State Constitution Article IX and New York Municipal Home Rule Law §10, by creating a new Article X entitled "Real Property Assessment of Converted Condominiums," and related sections, as they pertain to real property assessment of dwelling units converted to condominiums.

Be It Enacted by the Town Board of the Town of Somers as follows:

- §1. Title.
- §2. Legislative Findings.
- §3. Creation of Article X entitled "Real Property Assessment of Converted Condominiums," in Chapter 154 of the Code of the Town of Somers.
- §4. Creation of §154-30, "Definitions".
- §5. Creation of §154-31, "Real Property Assessment of Converted Condominiums".
- §6. Severability.
- §7. Effective Date.

### **§1. Title.**

This law shall be known as "A Local Law creating a new Article X entitled "Real Property Assessment of Converted Condominiums" and related sections in Chapter 154 of the Code of the Town of Somers.

### **§2. Legislative Findings.**

The Town Board of the Town of Somers finds that residential condominium units incur a significant difference in property taxes compared to comparably priced single family homes under conventional forms of property ownership and, therefore, believes it is necessary to amend Chapter 154 of the Code of the Town of Somers to prevent residential property owners from converting to a condominium form of ownership that would result in a lower assessment, which, if permitted, would unfairly lower the property tax burden for the converted property while increasing the property tax burden to owners of property in a conventional form of ownership.

**§3. Creation of Article X entitled “Real Property Assessment of Converted Condominiums” in Chapter 154 of the Code of the Town of Somers.**

Pursuant to Chapter 293 of the Laws of the State of New York 1997, which enacted § 581, Subdivision 1-c of the Real Property Tax Law and §339-y, Subdivision 1(f) of the Real Property Tax Law for the purpose of preventing lower assessments of converted condominiums, Article X is added to Chapter 154 of the Code of the Town of Somers as follows:

**ARTICLE X: Real Property Assessment of Converted Condominiums**

**§4. Addition of §154-30 “Definitions”.**

§154-30 of the Code of the Town of Somers is hereby added to newly created Article X entitled “Real Property Assessment of Converted Condominiums,” as follows:

§154-30 . Definitions. As used in this article, the following term shall have the meaning indicated:

CONVERTED CONDOMINIUM - A dwelling unit held in condominium form of ownership that has previously been on an assessment roll as a dwelling unit in other than condominium form of ownership and has not been previously subject to the provisions of §581, Subdivision 1(a) of the Real Property Tax Law or §339-y, Subdivision 1(b) of the Real Property Tax Law.

**§5. Creation of §154-31 “Real Property Assessment of Converted Condominiums”.**

§154-31 of the Code of the Town of Somers is hereby added to newly created Article X entitled “Real Property Assessment of Converted Condominiums” as follows:

**§154-31 Real Property Assessment of Converted Condominiums.**

In accordance with §581 Subdivision 1-c of the Real Property Tax Law and §339-y, Subdivision 1(f) of the Real Property Tax Law, which otherwise permits condominium units to be valued for purposes of real property assessment by using a capitalization of income approach or a cost approach, neither §581, Subdivision 1(a) of the Real Property Tax Law nor §339-y, Subdivision 1(b) of the Real Property Tax Law shall apply to any converted condominium units in the Town of Somers.

**§6. Severability.**

If any clause, sentence, paragraph, subdivision, section or part of this chapter or the application to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this chapter, or its application to the person or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

**§7. Effective Date.**

This Local Law shall take effect immediately upon filing with the Secretary of State and shall apply to assessment rolls based on the taxable status date occurring on or after such date.

**RESOLUTION  
REGARDING VALUATION OF CONVERTED CONDOMINIUMS WITHIN THE  
DISTRICT**

WHEREAS, certain properties owned in the form of a condominium receive a beneficial real property tax assessment pursuant to Real Property Tax Law Sections 339-y and 581, and

WHEREAS, the New York State Legislature determined that certain groups were converting the ownership status of properties into condominiums to receive such preferential treatment and enacted legislation under Chapter 293 of the Laws of 1997 intended to prevent conversion of dwellings into condominium ownership form for the mere purpose of receiving such beneficial tax assessment, and

WHEREAS, such legislation amended Sections 339-y and 581 of the New York State Real Property Tax Law to authorize school districts to adopt a resolution that such beneficial tax assessments will not apply to converted units upon the adoption of such resolution, now therefore it is

RESOLVED, that the provisions of paragraph (b) of Real Property Tax Law 339-y shall not apply to a converted condominium unit within the District. A converted condominium unit for this purpose shall mean a dwelling unit held in condominium form of ownership that has previously been on an assessment roll as a dwelling unit in other than condominium form of ownership, and has not been previously subject to the provisions of paragraph (b) of Real Property Tax Law 339-y, and it is further

RESOLVED, that the provisions of paragraph (a) of Real Property Tax Law 581 shall not apply to a converted condominium unit within the District. A converted condominium unit for this purpose shall mean a dwelling unit held in condominium form of ownership that has previously been on an assessment roll as a dwelling unit in other than condominium form of ownership, and has not been previously subject to the provisions of paragraph (a) of Real Property Tax Law 581, and it is further

RESOLVED, that if any portion of this resolution shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this resolution or its application to the person or circumstance directly involved in the controversy in which such order or judgment shall be rendered and it is further

RESOLVED, that the Board authorizes the Superintendent of Schools to effectuate this resolution by duly filing the resolution with the Assessor of the town(s) in which the District is located and any other representative as necessary.

Sent to:  
TB, TA, TC  
9/4/18  
KD



This document is scheduled to be published in the Federal Register on 08/27/2018 and available online at <https://federalregister.gov/d/2018-18377>, and on [govinfo.gov](https://govinfo.gov)

[4830-01-p]

DEPARTMENT OF THE TREASURY

Internal Revenue Service

26 CFR Part 1

[REG-112176-18]

RIN 1545-BO89

Contributions in Exchange for State or Local Tax Credits

AGENCY: Internal Revenue Service (IRS), Treasury.

ACTION: Notice of proposed rulemaking and notification of public hearing.

SUMMARY: This document contains proposed amendments to regulations under section 170 of the Internal Revenue Code (Code). The proposed amendments provide rules governing the availability of charitable contribution deductions under section 170 when a taxpayer receives or expects to receive a corresponding state or local tax credit. This document also proposes amendments to the regulations under section 642(c) to apply similar rules to payments made by a trust or decedent's estate. This document provides notification of a public hearing on these proposed regulations.

DATES: Written and electronic comments must be received by **[INSERT DATE 45 DAYS AFTER PUBLICATION IN THE FEDERAL REGISTER]**. Requests to speak and outlines of topics to be discussed at the public hearing scheduled for November 5, 2018, must be received by **[INSERT DATE 45 DAYS AFTER PUBLICATION IN THE FEDERAL REGISTER]**.

ADDRESSES: Send submissions to Internal Revenue Service, CC:PA:LPD:PR (REG-112176-18), Room 5203, P.O. Box 7604, Ben Franklin Station, Washington, DC 20044.

Submissions may be hand-delivered Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. to CC:PA:LPD:PR(REG-112176-18), Courier's Desk, 1111 Constitution Avenue, N.W., Washington, DC 20224, or sent electronically, via the Federal eRulemaking Portal at [www.regulations.gov](http://www.regulations.gov) (indicate IRS and REG-112176-18). The public hearing will be held in the IRS Auditorium, Internal Revenue Building, 1111 Constitution Avenue, N.W., Washington, DC 20224.

FOR FURTHER INFORMATION CONTACT: Concerning the proposed regulations, Merrill D. Feldstein and Mon Lam at (202) 317-4059; concerning submission of comments and requests for a public hearing, Regina Johnson at (202) 317-6901 (not toll-free numbers).

**SUPPLEMENTARY INFORMATION:**

**Background**

Section 170(a)(1) generally allows an itemized deduction for any "charitable contribution" paid within the taxable year. Section 170(c) defines "charitable contribution" as a "contribution or gift to or for the use of" any entity listed in that subsection. Section 170(c)(1) includes a contribution or gift to or for the use of a State, a possession of the United States, or any political subdivision of the foregoing, but only if the contribution or gift is made exclusively for public purposes. Section 170(c)(2) includes, in general, a contribution or gift to or for the use of certain corporations, trusts, or community chests, funds, or foundations, organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Section 164 generally allows an itemized deduction for the payment of certain taxes, including state and local, and foreign, real property taxes; state and local personal property taxes; and state and local, and foreign, income, war profits, and excess profits taxes. Section 164(b)(6), as added by section 11042 of “An Act to provide for reconciliation pursuant to titles II and V of the concurrent resolution on the budget for fiscal year 2018” (the Act), Pub. L. 115-97, limits an individual’s deduction for the aggregate amount of state and local taxes paid during the calendar year to \$10,000 (\$5,000 in the case of a married individual filing a separate return). This new limitation applies to taxable years beginning after December 31, 2017, and before January 1, 2026.

#### I. The Charitable Contribution Deduction

In 1986, the Supreme Court interpreted the phrase “charitable contribution” in section 170. See United States v. American Bar Endowment, 477 U.S. 105, 116-118 (1986). The Court held that the “*sine qua non* of a charitable contribution is a transfer of money or property without adequate consideration”—that is, without the expectation of a quid pro quo. Id. at 118. A “payment of money generally cannot constitute a charitable contribution if the contributor expects a substantial benefit in return.” Id. at 116. The Court recognized that some payments may have a “dual character”—part charitable contribution and part quid pro quo—whereby the taxpayer receives some “nominal benefit” of lesser value than the payment. Id. at 117. In such cases, the Court reasoned, “it would not serve the purposes of § 170 to deny a deduction altogether.” Id. Instead, the Court held, the charitable contribution deduction is allowed, but only to the extent the amount donated or the fair market value of the property transferred by the



taxpayer exceeds the fair market value of the benefit received in return, and only if the excess amount was transferred with the intent of making a gift. Id.

For the benefit received in return to reduce the allowable charitable contribution deduction under section 170, the benefits received, or expected to be received, by a donor need only be greater than those benefits that inure to the general public from transfers for charitable purposes. See, e.g., Singer Co. v. United States, 449 F.2d 413, 422-423 (Ct. Cl. 1971); American Bar Endowment, 477 U.S. at 116-17 (citing Singer); Hernandez v. Commissioner, 490 U.S. 680 (1989). In addition, the benefits received need not come directly from the donee to reduce the allowable deduction, nor do they need to be specifically quantifiable at the time of transfer. See, e.g., Singer, 449 F.2d at 422. The Treasury Department and the IRS have incorporated many of these principles into regulations under section 170. Section 1.170A-1(h)(1) of the Income Tax Regulations provides, for example, that no part of a payment that a taxpayer makes to or for the use of an organization described in section 170(c) that is in consideration for (as defined in §1.170A-13(f)(6)) goods or services (as defined in §1.170A-13(f)(5)) is a contribution or gift within the meaning of section 170(c) unless the taxpayer (i) intends to make a payment in an amount that exceeds the fair market value of the goods or services; and (ii) makes a payment in an amount that exceeds the fair market value of the goods or services. Section 1.170A-13(f)(5) defines goods or services to include cash, property, services, benefits, and privileges, and §1.170A-13(f)(6) provides that a donee provides goods or services in consideration for a taxpayer's payment if, at the time the taxpayer makes the payment to the donee organization, the taxpayer receives or expects to receive goods or services in exchange for that payment.

## II. State and Local Tax Credit Programs

In recent years, it has become increasingly common for states and localities to provide state or local tax credits in return for contributions by taxpayers to or for the use of certain entities listed in section 170(c). As the use of these tax credit programs by states and localities became more common, the IRS Office of Chief Counsel (IRS Chief Counsel), in multiple Chief Counsel Advice memoranda (CCAs), considered whether the receipt of state tax credits under these programs were quid pro quo benefits that would affect the amount of taxpayers' charitable contribution deductions under section 170(a). Although CCAs are released to the public for information purposes, it should be noted that CCAs are not official rulings or positions of the IRS, are not ordinarily reviewed by the Treasury Department, and are not precedential.

In CCAs issued in 2002 and 2004, IRS Chief Counsel reviewed programs involving the issuance of state tax credits in return for the transfer of conservation easements and for payments to certain child care organizations. See CCA 200238041 (July 24, 2002); CCA 200435001 (July 28, 2004). In these CCAs, IRS Chief Counsel recognized that these programs raised complex questions and recommended that the tax credit issue be addressed through official published guidance.

In 2010, another CCA explained that published guidance on the issue was not contemplated at that time, but it offered further advice. See CCA 201105010 (Oct. 27, 2010) (the 2010 CCA). This 2010 CCA observed that a payment to a state agency or charitable organization in return for a tax credit might be characterized as either a charitable contribution deductible under section 170 or a payment of state tax possibly deductible under section 164. The 2010 CCA advised that taxpayers may take a

deduction under section 170 for the full amount of a contribution made in return for a state tax credit, without subtracting the value of the credit received in return. The analysis in the 2010 CCA assumed that after the taxpayer applied the state or local tax credit to reduce the taxpayer's state or local tax liability, the taxpayer would receive a smaller deduction for state and local taxes under section 164. The 2010 CCA cautioned, however, that "there may be unusual circumstances in which it would be appropriate to recharacterize a payment of cash or property that was, in form, a charitable contribution as, in substance, a satisfaction of tax liability."

In addition to the CCAs, IRS Chief Counsel has taken the position in the U.S. Tax Court that the amount of a state or local tax credit that reduces a tax liability is not an accession to wealth under section 61 or an amount realized for purposes of section 1001, and the Tax Court has accepted this view. See, e.g., Maines v. Commissioner, 144 T.C. 123, 134 (2015) (holding that the non-refundable portion of a state income tax credit, the amount of which was based on previously-paid property taxes, reduced the current year's tax liability and is not taxable or treated as an item of income); Tempel v. Commissioner, 136 T.C. 341, 351-354 (2011) (holding that state income tax credits received by a donor for the transfer of a conservation easement and sold by the donor were capital assets, but that the donor had no adjusted basis in the credits), aff'd sub nom. Esgar Corp. v. Commissioner, 744 F.3d 648 (10th Cir. 2014). However, the application of sections 61 and 1001 to state or local tax credits presents different issues than the application of section 170, and none of these cases addressed whether a taxpayer's expectation or receipt of a state or local tax credit may reduce a taxpayer's

charitable contribution deduction under section 170. Nor has the Treasury Department or the IRS ever addressed this question in published guidance.

### III. New Limitation in Section 164

At the time the 2010 CCA was issued, section 164 generally allowed an itemized deduction—unlimited in amount—for the payment of state and local taxes. Accordingly, the question of how to characterize transfers pursuant to state tax credit programs had little practical consequence from a federal income tax perspective because, unless the taxpayer was subject to the alternative minimum tax (AMT) under section 55, a deduction was likely to be available under either section 164 or section 170. Permitting a charitable contribution deduction for a transfer made in exchange for a state or local tax credit generally had no effect on federal income tax liability because any increased deduction under section 170 would be offset by a decreased deduction under section 164.

However, as a result of the new limit on the deductibility of state and local taxes under section 164(b)(6) (as added by the Act), treating a transfer pursuant to a state or local tax credit program as a charitable contribution for federal income tax purposes may reduce a taxpayer's federal income tax liability. When a charitable contribution is made in return for a state or local tax credit and the taxpayer has pre-credit state and local tax liabilities in excess of the \$10,000 limitation in section 164(b)(6), a charitable contribution deduction under section 170 would no longer be offset by a reduction in the taxpayer's state and local tax deduction under section 164. Thus, as a consequence, state and local tax credit programs now give taxpayers a potential means to circumvent the \$10,000 limitation in section 164(b)(6) by substituting an increased charitable

contribution deduction for a disallowed state and local tax deduction. State legislatures are also now considering or have adopted proposals to enact new state and local tax credit programs with the aim of enabling taxpayers to characterize their transfers as fully deductible charitable contributions for federal income tax purposes, while using the same transfers to satisfy or offset their state or local tax liabilities.

In light of the tax consequences of section 164(b)(6) and the resulting increased interest in preexisting and new state tax credit programs, the Treasury Department and the IRS determined that it was appropriate to review the question of whether amounts paid or property transferred in exchange for state or local tax credits are fully deductible as charitable contributions under section 170.

#### IV. Notice 2018-54

Pursuant to this review, in Notice 2018-54, 2018-24 I.R.B. 750, the Treasury Department and the IRS announced on June 11, 2018, their intention to propose regulations addressing the federal income tax treatment of payments made by taxpayers for which the taxpayers receive a credit against their state and local taxes. The notice stated that federal tax law controls the proper characterization of payments for federal income tax purposes and that proposed regulations would assist taxpayers in understanding the relationship between the federal charitable contribution deduction and the new limitation on the deduction for state and local tax payments.

Although Notice 2018-54 was issued in response to state legislation proposed after the enactment of the limitation on state and local tax deductions under section 164(b)(6), the rules in these proposed regulations are based on longstanding federal tax law principles, which apply equally to taxpayers regardless of whether they are

participating in a new state and local tax credit program or a preexisting one.

Accordingly, the proposed regulations, and the analysis underlying the proposed regulations, are intended to apply to transfers pursuant to state and local tax credit programs established under the recent state legislation as well as to transfers pursuant to state and local tax credit programs that were in existence before the enactment of section 164(b)(6).

#### V. Proposed Regulations

After reviewing the issue, and in light of the longstanding principles of the cases and tax regulations discussed above, the Treasury Department and the IRS believe that when a taxpayer receives or expects to receive a state or local tax credit in return for a payment or transfer to an entity listed in section 170(c), the receipt of this tax benefit constitutes a quid pro quo that may preclude a full deduction under section 170(a). In applying section 170 and the quid pro quo doctrine, the Treasury Department and the IRS do not believe it is appropriate to categorically exempt state or local tax benefits from the normal rules that apply to other benefits received by a taxpayer in exchange for a contribution. Thus, the Treasury Department and the IRS believe that the amount otherwise deductible as a charitable contribution must generally be reduced by the amount of the state or local tax credit received or expected to be received, just as it is reduced for many other benefits. Accordingly, the Treasury Department and the IRS propose regulations proposing to amend existing regulations under section 170 to clarify this general requirement, to provide for a de minimis exception from the general rule, and to make other conforming amendments.

Compelling policy considerations reinforce the interpretation and application of section 170 in this context. Disregarding the value of all state tax benefits received or expected to be received in return for charitable contributions would precipitate significant revenue losses that would undermine and be inconsistent with the limitation on the deduction for state and local taxes adopted by Congress in section 164(b)(6).<sup>1</sup> Such an approach would incentivize and enable taxpayers to characterize payments as fully deductible charitable contributions for federal income tax purposes, while using the same payments to satisfy or offset their state or local tax liabilities. Disregarding the tax benefit would also undermine the intent of Congress in enacting section 170, that is, to provide a deduction for taxpayers' gratuitous payments to qualifying entities, not for transfers that result in economic returns. The Treasury Department and the IRS believe that appropriate application of the quid pro quo doctrine to substantial state or local tax benefits is consistent with the Code and sound tax administration.

### **Explanation of Provisions**

The proposed regulations generally provide that if a taxpayer makes a payment or transfers property to or for the use of an entity listed in section 170(c), and the taxpayer receives or expects to receive a state or local tax credit in return for such payment, the tax credit constitutes a return benefit, or quid pro quo, to the taxpayer and reduces the charitable contribution deduction.

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<sup>1</sup> The Joint Committee on Taxation estimated that the limitation on state and local tax deductions along with certain other reforms of itemized deductions would raise \$668 billion over ten years. A substantial amount of this revenue would be lost if state tax benefits received in exchange for charitable contributions were ignored in determining the charitable contribution deduction. This estimate is not a revenue estimate of the proposed regulations, in part because it includes other reforms of itemized deductions but does not reflect certain other provisions of the Act. See Joint Committee on Taxation, "Estimated Budget Effects of the Conference Agreement for H.R. 1, The 'Tax Cuts and Jobs Act,'" JCX-67-17, December 18, 2017 available at <https://www.jct.gov/publications.html?func=startdown&id=5053>.

In addition to credits, the proposed regulations also address state or local tax deductions claimed in connection with a taxpayer's payment or transfer. Although deductions could be considered quid pro quo benefits in the same manner as credits, the Treasury Department and the IRS believe that sound policy considerations as well as considerations of efficient tax administration warrant making an exception to quid pro quo principles in the case of dollar-for-dollar state or local tax deductions. Because the benefit of a dollar-for-dollar deduction is limited to the taxpayer's state and local marginal rate, the risk of deductions being used to circumvent section 164(b)(6) is comparatively low. In addition, if state and local tax deductions for charitable contributions were treated as quid pro quo benefits, it would make the accurate calculation of federal taxes and state and local taxes difficult for both taxpayers and the IRS. For example, the value of a deduction could vary based on the taxpayer's marginal or effective state and local tax rates, making for more complex computations and adding to administrative and taxpayer burden. The proposed regulations thus allow taxpayers to disregard dollar-for-dollar state or local tax deductions. However, the proposed regulations state that, if the taxpayer receives or expects to receive a state or local tax deduction that exceeds the amount of the taxpayer's payment or the fair market value of the property transferred, the taxpayer's charitable contribution deduction must be reduced. The Treasury Department and the IRS request comments on how to determine the amount of this reduction.

To provide consistent treatment for state or local tax deductions and state or local tax credits that provide a benefit that is generally equivalent to a deduction, the proposed regulations include a de minimis exception under which a taxpayer may



disregard a state or local tax credit if such credit does not exceed 15 percent of the taxpayer's payment or 15 percent of the fair market value of the property transferred by the taxpayer. The de minimis exception reflects that the combined value of a state and local tax deduction, that is the combined top marginal state and local tax rate, currently does not exceed 15 percent. Accordingly, under the proposed regulations, a state or local tax credit that does not exceed 15 percent does not reduce the taxpayer's federal deduction for a charitable contribution. The Treasury Department and the IRS request comments on this proposed exception.

In drafting the proposed regulations, the Treasury Department and the IRS also considered whether a taxpayer may decline the receipt or anticipated receipt of a state or local tax credit by taking some affirmative action at the time of the taxpayer's payment or transfer. See Rev. Rul. 67-246, 1967-2 C.B. 104 (allowing a full charitable contribution deduction if the taxpayer does not accept or keep any indicia of a return benefit). Because procedures for declining the state or local tax credit would depend on the procedures of each state and locality in administering the tax credits, the Treasury Department and the IRS request comments regarding a rule that would allow taxpayers to decline state or local tax credits and receive full deductions for charitable contributions under section 170.

Trusts and decedents' estates may claim an income tax deduction for charitable contributions under section 642(c). For the same reasons provided above, the proposed regulations amend §1.642(c)-3 to provide that the proposed rules under §1.170A-1(h)(3) apply to payments made by a trust or decedent's estate in determining its charitable contribution deduction under section 642(c).

**Proposed Applicability Date**

The amendments to these regulations are proposed to apply to contributions after August 27, 2018.

**Special Analyses**

Executive Orders 12866 and 13563 direct agencies to assess costs and benefits of available regulatory alternatives and, if regulation is necessary, to select regulatory approaches that maximize net benefits (including potential economic, environmental, public health and safety effects, distributive impacts, and equity). Executive Order 13563 emphasizes the importance of quantifying both costs and benefits, of reducing costs, of harmonizing rules, and of promoting flexibility. These proposed regulations have been designated as subject to review under Executive Order 12866 pursuant to the Memorandum of Agreement (April 11, 2018) between the Treasury Department and the Office of Management and Budget (OMB) regarding review of tax regulations. OMB has determined that the proposed regulations are subject to review under section 1(b) of the Memorandum of Agreement. These proposed regulations have been reviewed by OMB. These proposed regulations are anticipated to be regulatory actions under EO 13771. The analysis below can provide further detail on this designation.

**I. Need for Regulations**

These proposed regulations provide guidance on the deductibility of charitable contributions when a taxpayer receives or expects to receive a corresponding state or local tax credit. These proposed regulations are intended to clarify the relationship between the federal charitable contribution deduction and the recently-enacted statutory limitation on deductions for state and local taxes paid (the "SALT cap") and to make the

federal tax system more neutral with respect to taxpayers' decisions regarding donations. Compelling policy considerations reinforce the interpretation and application of section 170 in this context. Disregarding the value of all state tax benefits received or expected to be received in return for charitable contributions would precipitate revenue losses that would undermine and be inconsistent with the limitation on the deduction for state and local taxes adopted by Congress in section 164(b)(6).

Pursuant to section 6(a)(3)(B) of Executive Order 12866, the following qualitative analysis provides further details regarding the anticipated impact of the proposed regulations. After identifying a baseline in Part II, this analysis provides illustrative scenarios in Part III. Part III.A describes the tax effects of the contributions prior to enactment of the SALT cap in the Act. Part III.B provides examples comparing the enactment of the SALT cap but absent the proposed rule (the baseline) to the proposed rule. Finally, Part IV provides a qualitative assessment of the potential costs and benefits of the proposed rule compared to the baseline.

## II. Baseline

Prior to this proposed rule, there was no authoritative regulatory guidance on the treatment of state or local tax credits arising from charitable contributions to entities listed in section 170(c), and there was no guidance aside from Notice 2018-54 addressing the interaction between section 170 and the newly enacted SALT cap. As a result, there was a degree of taxpayer uncertainty as to whether state and local tax credits are a return benefit that reduces a taxpayer's charitable contribution deduction. For informational and analytical purposes, however, this analysis assumes as a baseline that state and local tax credits are generally not treated as a return benefit or

consideration and therefore do not reduce the taxpayer's charitable contribution deduction under section 170(a).

### III. Illustrative Scenarios

For the following illustrative scenarios, assume the following facts: Charitable organizations A and B are entities listed in section 170(c) and provide similar public goods. Contributions to charity A are eligible for a dollar-for-dollar state tax credit. Contributions to charity B are ineligible for this credit but are deductible from state taxable income. A taxpayer itemizes deductions, and these itemized deductions in aggregate are at least \$1,000 more than the standard deduction. The taxpayer has the choice to contribute \$1,000 to charity A, and this \$1,000 contribution generates a state tax credit of \$1,000,<sup>2</sup> that is, the tax credit is dollar-for-dollar but does not otherwise figure into the calculation of the taxpayer's state tax liability. The taxpayer has more than \$1,000 of state tax liability, so that the taxpayer's state tax liability is reduced by the entire \$1,000 of the state tax credit. Finally, if the taxpayer makes the \$1,000 contribution that generates a state tax credit of \$1,000, the taxpayer reduces by \$1,000 the withholdings or other payments of state taxes during the taxable year in question. The state taxes paid by the taxpayer are therefore reduced by the full amount of the state tax credit in the same taxable year as the contribution is made.<sup>3</sup> Further assume the taxpayer is in the 24 percent federal tax bracket, itemizes federal tax deductions,

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<sup>2</sup> Note that this analysis only addresses state tax credits offering a 100% benefit. The results may differ for credits offering a lower benefit, but the comparative results of the below illustrative examples would be similar.

<sup>3</sup> The results of the examples are generally unchanged if the taxpayer instead receives the credit as a refund of state taxes paid that were deducted from federal taxable income, as such refund would be includible in federal taxable income in the following year.

and has a state tax rate of 5 percent. If the taxpayer is subject to the AMT, assume an AMT marginal tax rate of 26 percent.

The Act and proposed regulations alter the incentives taxpayers face about whether and how much to give to organizations that receive charitable contributions as well as to which organizations. This is illustrated in the following scenarios, which are also summarized in Table 1 (below).

A. Prior law: Section 170 charitable contributions prior to the Act

The tax effects of contributions prior to enactment of the Act are illustrated in the columns labeled "Prior Law" in Table 1.

1. Taxpayer Not Subject to AMT

Prior to enactment of the Act, if the taxpayer made a \$1,000 contribution to charity A that generated a state tax credit of \$1,000, the deduction for charitable contributions under section 170(a) increased by \$1,000, and the deduction for state and local taxes paid under section 164 decreased by \$1,000. The taxpayer's itemized deductions, taxable income, and federal tax liability were unchanged from what they would have been in the absence of the contribution.<sup>4</sup> The taxpayer's state tax liability decreased by \$1,000 because of the state tax credit. The combined federal and state tax benefits of the \$1,000 contribution were therefore \$1,000, and the cost to the taxpayer and to the federal government of making the contribution was \$0. This is shown in column A under Prior Law for Example 1 in Table 1 and replicated in the same column for Example 2.

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<sup>4</sup> This assumes the taxpayer was not subject to limitations such as the overall limitation on itemized deductions under section 68 or subject to a percentage limitation for the deduction under section 170, an assumption that is maintained throughout the succeeding discussion.

## 2. Taxpayer Subject to AMT

If the taxpayer were subject to the AMT under section 55, however, there was a net benefit to the taxpayer from contributions to charity A, which provided state tax credits. State and local taxes paid are not deductible expenses in determining taxable income under the AMT, but charitable contributions are deductible expenses in determining taxable income under the AMT. If the taxpayer contributed \$1,000, taxable income under the AMT was reduced by \$1,000 due to the charitable contribution deduction under section 170, but there was no corresponding reduction in the deduction for state and local taxes. Under an AMT marginal tax rate of 26 percent, the federal tax benefit of this \$1,000 contribution would be \$260. Because of the dollar-for-dollar state tax credit, the taxpayer received a combined federal and state tax benefit of \$1,260 for a \$1,000 contribution, a net benefit of \$260. This is shown in column A under Prior Law for Example 3 in Table 1.

## 3. Comparison of Contributions to Different Organizations under Prior Law

In combination, state and federal tax laws generally provide a greater incentive to contribute to organizations eligible for state tax credits (charity A) than to other organizations (charity B). The effect of a contribution to charity A are described above.

Prior to enactment of the Act, for a taxpayer not subject to the AMT, a \$1,000 contribution to charity B yielded a smaller combined federal and state tax benefit than to charity A. The state tax benefit was \$50 (\$1,000 times the 5 percent state tax rate). The taxpayer's itemized deductions at the federal level increased by \$950 (the \$1,000 charitable contribution deduction less than \$50 reduction in state taxes paid). The federal tax benefit of this increase was \$228 (\$950 times the 24 percent federal tax

rate), resulting in a combined federal and state tax benefit of \$278. The net cost to the taxpayer of the \$1,000 contribution was \$722. This is shown in column B under Prior Law for Example 1 in Table 1 and replicated in the same column for Example 2.

For a taxpayer subject to the AMT, a \$1,000 contribution to charity B yielded a combined federal and state benefit of \$310—the \$1,000 contribution multiplied by the taxpayer's marginal tax rate under the AMT of 26 percent, or \$260, plus the value of the deduction from state tax, or \$50 (\$1,000 times the 5 percent state tax rate). The net cost to the taxpayer of the \$1,000 contribution was \$690. This is shown in column B under Prior Law for Example 3 in Table 1.

Contributing to either charity A or charity B reduced the taxpayer's combined federal and state tax liability, but the existence of the state tax credit for contributions to charity A made contributions to that organization more attractive. This is seen by comparing the Total Tax Benefit in column A under Prior Law to the corresponding value in column B for each of the three examples. For taxpayers not subject to the AMT, contributions to charity A yielded a combined federal and state tax benefit of \$1,000, compared to a combined federal and state tax benefit of \$278 for a contribution to charity B. The AMT increased the disparity for contributions to charity A versus charity B, resulting in a combined federal and state tax benefit of \$1,260 for a contribution to charity A versus \$310 for a contribution to charity B.

B. Examples under baseline (current law and practices under the Act) and proposed rule

The enactment of the SALT cap in the Act has, in limited circumstances, altered the federal tax effects of charitable contributions as described in the following examples. These are illustrated in the columns labeled “Baseline” and “Proposed Rule” in Table 1.

1. Example 1: Taxpayer Is Above the SALT Cap and Not Subject to the AMT

a. Baseline

If a taxpayer that has a state tax liability of more than \$1,000 above the SALT cap and is not subject to the AMT makes a \$1,000 contribution to charity A, the deduction for charitable contributions under section 170(a) increases by \$1,000, but the deduction for state and local taxes paid under section 164 is unchanged. Consequently, itemized deductions increase by \$1,000, and taxable income decreases by \$1,000. If the taxpayer is in the 24 percent bracket, federal liability will decrease by \$240, and state tax liability will decrease by the \$1,000 state tax credit. The combined federal and state tax benefits of the \$1,000 contribution are therefore \$1,240, and the taxpayer receives a \$240 net benefit while the federal government has a loss of \$240. This is shown in column A under Baseline for Example 1 in Table 1.

b. Proposed rule

If the same taxpayer makes the \$1,000 contribution to charity A under the proposed rule, the entire \$1,000 deduction is not deductible under section 170(a), and the deduction for state and local taxes paid under section 164 is unchanged due to the SALT cap. The taxpayer’s itemized deductions, taxable income, and federal tax liability are unchanged from what they would be in the absence of the contribution. The taxpayer’s state tax liability decreases by \$1,000 because of the state tax credit. The combined federal and state tax benefits of the \$1,000 contribution are therefore \$1,000,



or \$240 less than under the baseline. This is shown by comparing the Total Tax Benefit in column A under Proposed Rule with the corresponding value in column A under Baseline for Example 1 in Table 1. However, the benefit of the contribution for this taxpayer is the same as the taxpayer faced prior to enactment of the Act. This is shown by comparing the Total Tax Benefit under column A under Proposed Rule with the corresponding value in column A under Prior Law for Example 1 in Table 1.

c. Comparison of contributions to different organizations and proposed rule

Under the baseline and the proposed rule, for a taxpayer with state and local taxes paid over the SALT cap, the value of a contribution to charity B, that is a contribution that results in a one-for-one state income tax deduction and not a state tax credit, is slightly higher than it was pre-Act. This increase is because the state deduction does not reduce the federal deduction for state and local taxes for a taxpayer above the SALT cap. As shown in the Total Tax Benefit row under the B columns for Example 1, under the baseline and the proposed rule, the value of a \$1,000 contribution to charity B is \$290—the charitable contribution deduction from federal tax (\$1,000 times the 24 percent federal tax rate, or \$240), plus the value of the deduction from state tax (\$1,000 times the 5 percent state tax rate, or \$50)—compared to \$278 for contributions under prior law (described above). By comparison, as shown in the Total Tax Benefit row under the A columns for Example 1, a contribution to charity A, eligible for a state tax credit, yields a \$1,240 tax benefit under the baseline and a \$1,000 benefit under the proposed rule.

2. Example 2: Taxpayer Is Below the SALT Cap and Not Subject to the AMT

a. Baseline

If a taxpayer that has state and local taxes paid below the SALT cap and is not subject to the AMT makes the \$1,000 contribution to charity A, the deduction for charitable contributions under section 170(a) increases by \$1,000, and the deduction for state and local taxes paid under section 164 decreases by \$1,000. The taxpayer's itemized deductions, taxable income, and federal tax liability are unchanged from what they would be in the absence of the contribution. The taxpayer's state tax liability decreases by \$1,000 because of the state tax credit. The combined federal and state tax benefits of the \$1,000 contribution are therefore \$1,000, and the cost to the taxpayer and to the federal government of making the contribution was \$0. This situation is identical to prior law or what taxpayers faced prior to enactment of the Act. This is shown in column A under Baseline and Prior Law for Example 2 in Table 1.

b. Proposed rule

If the same taxpayer makes the \$1,000 contribution to charity A under the proposed rule, the entire \$1,000 contribution is not deductible under section 170(a), but the deduction for state and local taxes paid under section 164 still decreases by \$1,000 because of the \$1,000 state tax credit. If the taxpayer is in the 24 percent bracket, the federal tax liability will increase by \$240. The taxpayer's state tax liability decreases by the \$1,000 state tax credit. The combined federal and state tax benefits of the \$1,000 contribution are therefore \$760, or \$240 less than the baseline. This is shown by comparing the Total Tax Benefit in column A under Proposed Rule with the corresponding value in column A under Baseline for Example 2. In this case, the proposed rule has the effect of increasing the taxpayer's federal taxable income compared to the baseline if the taxpayer makes a contribution to charity A.

c. Comparison of contributions to different organizations, under prior Law, baseline, and proposed rule

Under prior law, and both the baseline scenario and the proposed rule, the tax benefit of charitable contributions to charity B, which are not eligible for a state tax credit but are deductible from both federal and state taxable income, is unchanged from prior law for taxpayers below the SALT cap. Thus, in this ~~example~~, the benefit of making a contribution to charity B remains \$278, as described above for contributions under prior law. This is shown in the Total Tax Benefit row under the B columns for Example 2. By comparison, as shown in the Total Tax Benefit row under the A columns for Example 2, a \$1,000 contribution to charity A, eligible for a state tax credit, yields a \$1,000 tax benefit under the baseline and a \$760 benefit under the proposed rule.

3. Example 3: Taxpayer is Subject to the AMT<sup>5</sup>

a. Baseline

If a taxpayer subject to the AMT makes a \$1,000 contribution to charity A, the contribution reduces the taxpayer's taxable income under the AMT by \$1,000. Under an AMT marginal tax rate of 26 percent, the federal tax benefit of this \$1,000 contribution is \$260. Because of the dollar-for-dollar state tax credit, the taxpayer would receive a combined federal and state tax benefit of \$1,260 for a \$1,000 contribution, or a \$260 net benefit. This result is identical to the result under prior law (prior to enactment of the Act). This is shown in the A columns under Baseline and Prior Law for Example 3 in Table 1.

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<sup>5</sup> The Act increased the amount of income exempt from AMT. We estimate that only about 150,000 taxpayers will be subject to the AMT under the Act, compared to more than 4 million under prior law.

b. Proposed rule

If the same taxpayer makes the \$1,000 contribution to charity A under the proposed rule, the entire \$1,000 is not deductible under section 170(a). Therefore, the taxpayer's taxable income and federal tax liability under the AMT would be unchanged from what they would be in the absence of the contribution. The taxpayer's state tax liability decreases by \$1,000 because of the state tax credit. The combined federal and state tax benefits of the \$1,000 contribution are therefore \$1,000, or \$260 less than under the baseline and under the law prior to enactment of the Act. This is shown by comparing the A columns of Example 3 in Table 1. However, under the proposed rule, taxpayers subject to the AMT are in the same position as taxpayers with state and local taxes paid above the SALT cap who are not subject to the AMT. This is shown by comparing the Total Tax Benefit amount under column A for the Proposed Rule for Example 3 to that for Example 1.

c. Comparison of contributions to different organizations, under prior law, baseline and proposed rule

Under the baseline and the proposed rule, the treatment of charitable contributions that are deductible from both federal and state taxable income is unchanged from prior law for taxpayers subject to the AMT. This is shown in the B columns for Example 3 in Table 1. In this example, the benefit of making a contribution to charity B remains \$310, as described above for contributions under prior law. By comparison, a contribution to a charity A, eligible for a state tax credit, yields a \$1,260 tax benefit under the baseline and a \$1,000 benefit under the proposed rule. This is shown in column A under Baseline and Proposed Rule for Example 3 in Table 1.

#### IV. Expected Benefits and Costs

##### A. Benefits

These proposed regulations likely reduce economically inefficient choices motivated by the potential tax benefits described above if these proposed regulations were not promulgated. Under the prior law and baseline scenarios, state and local governments have an incentive to fund governmental activities through independent entities that are eligible to receive deductible contributions and to establish tax credits. This incentive is particularly strong under a SALT cap scenario where state and local governments may do so solely to enable some taxpayers to circumvent the SALT cap. These proposed regulations substantially diminish this incentive to engage in socially wasteful tax-avoidance behavior. As a result, it is expected that fewer such credit programs would be established in the future under the proposed regulations than under the baseline.

To the extent this result occurs, the Treasury Department and IRS estimate that the proposed regulations would reduce overall complexity and paperwork burden for states and for taxpayers who would otherwise engage in charitable contributions solely for the purpose of reducing their state and local tax liability. In addition to reducing paperwork burden, the Treasury Department and IRS anticipate that the proposed regulations will also spare some taxpayers compliance costs associated with complex tax planning designed to avoid the SALT cap.

In addition, these proposed regulations are expected to make the federal tax system more neutral to taxpayers' decisions regarding donations. Under the baseline scenarios, the combined federal and state tax benefits favor contributions to

organizations which give rise to a state tax credit for taxpayers, particularly for taxpayers above the SALT cap. Under the proposed regulations, this economic distortion is expected to be reduced. The Treasury Department and the IRS request comments from the public on the potential extent of this expected reduction in economic distortion.

Finally, these proposed regulations provide more certainty to taxpayers by clarifying the rules governing the amount that they can claim as a charitable contribution deduction when they receive a state tax credit or a dollar-for-dollar state tax deduction in exchange for the contribution.

#### B. Costs

The proposed regulations may result in some increase in compliance costs for taxpayers who make contributions that generate state tax credits. Under the baseline, for purposes of the charitable contribution deduction under section 170(a), taxpayers did not need to address state tax credits received for purposes of claiming a charitable contribution; however, they would know the amount of credits received as part of the filing process for state returns. In contrast, under the proposed regulations, taxpayers making a contribution to an organization listed in section 170(c) will need to determine the amount of any state tax credits they will receive or expect to receive in order to reduce their charitable contribution deduction under section 170(a). This additional step will generate some additional compliance costs.

The compliance burden for recipient organizations that directly issue tax credits may increase under the proposed regulations. In order to take a charitable contribution deduction of \$250 or more, a taxpayer must have a contemporaneous written

acknowledgment (CWA) from the donee entity, usually provided in the form of a letter. The CWA includes the amount received by the entity or a description of property received. The CWA must also disclose whether the donee provided any goods or services in consideration for the contribution and a description and good faith estimate of the value of those goods or services provided. State and local tax credits are not generally provided by the donee entity, but there may be situations in which the entity would be providing the credit and would need to include it in the CWA provided to the donor. The Treasury Department and the IRS request comments on whether additional guidance is needed on substantiation and reporting requirements for donors and donees making or receiving payments or transfers of property in return for state and local tax credits and the extent to which entities do provide tax credits under certain circumstances.

The Treasury Department and the IRS request comments on other potential compliance savings, compliance costs, costs related to increased tax planning and other avoidance behavior, or any effects on charitable contribution decisions that may occur as a result of these proposed regulations. In particular, the Treasury Department and the IRS request comments as to how the proposed regulations might alter incentives regarding contributions to state and local tax credit programs.

Based on an analysis of confidential taxpayer return data and forecasts using that data, the Treasury Department and the IRS note that these proposed regulations will leave charitable giving incentives entirely unchanged for the vast majority of taxpayers. After passage of the Act, which significantly increased the standard deduction, it is estimated that ninety percent of taxpayers will not claim itemized

deductions of any kind. Those taxpayers are entirely unaffected by these proposed regulations. It is estimated that approximately five percent of taxpayers will itemize and will have state and local income tax deductions above the SALT cap; these taxpayers will receive the same federal tax benefits under the proposed regulations as they received prior to the Act. See Example 1 above. It is estimated that approximately five percent of taxpayers will itemize but will not have state and local income tax deductions above the SALT cap. The federal tax benefits available to this fraction of taxpayers could be affected by the proposed regulations only if they contribute to programs that entitle them to state tax credits of greater than 15 percent. See Example 2 above. The Treasury Department and the IRS believe that most taxpayers in this third category have never used any state tax credit programs affected by the proposed regulations, and that the proposed regulations will have at most a highly limited, marginal effect on taxpayer decisions to donate to tax credit programs that pre-date TCJA, including educational scholarship programs.<sup>6</sup> The Treasury Department and the IRS request comments on this important consideration and any potential unintended consequences of the proposed regulations not addressed here.

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<sup>6</sup> The Treasury Department and the IRS are aware of potential concerns about educational scholarship programs in particular. Based on projections for 2018, most taxpayers in the third category described above do not reside in states that offer educational scholarship tax credit programs affected by the proposed regulations, and the vast majority of them have never used such programs.



**Table 1: Tax Treatment of \$1,000 Contribution to (A) Organization that Gives Rise to \$1,000 State Tax Credit and (B)****Organization for Which Contribution is Deductible at the State Level****Example 1: Taxpayer Above the SALT Cap, Not Subject to the AMT**

Change in	Prior Law		Baseline		Proposed Rule	
	A	B	A	B	A	B
State Income Tax Liability	-1,000	-50	-1,000	-50	-1,000	-50
Federal Income Tax						
Charitable Contribution Deduction	1,000	1,000	1,000	1,000	0	1,000
Deduction for State and Local Taxes	-1,000	-50	0	0	0	0
Itemized Deductions	0	950	1,000	1,000	0	1,000
Taxable Income	0	-950	-1,000	-1,000	0	-1,000
Federal Tax Liability	0	-228	-240	-240	0	-240
Total Tax Benefit (Federal + State)	1,000	278	1,240	290	1,000	290
Net Cost to Taxpayer of \$1,000 Contribution	0	722	-240	710	0	710

**Example 2: Taxpayer Below the SALT Cap, Not Subject to the AMT**

Change in	Prior Law		Baseline		Proposed Rule	
	A	B	A	B	A	B
State Income Tax Liability	-1,000	-50	-1,000	-50	-1,000	-50
Federal Income Tax						
Charitable Contribution Deduction	1,000	1,000	1,000	1,000	0	1,000
Deduction for State and Local Taxes	-1,000	-50	-1,000	-50	-1,000	-50
Itemized Deductions	0	950	0	950	-1,000	950
Taxable Income	0	-950	0	-950	1,000	-950
Federal Tax Liability	0	-228	0	-228	240	-228
Total Tax Benefit (Federal + State)	1,000	278	1,000	278	760	278

Net Cost to Taxpayer of \$1,000 Contribution	0	722	0	722	240	722
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Example 3: Taxpayer Subject to the AMT

Change in	Prior Law		Baseline		Proposed Rule	
	A	B	A	B	A	B
State Income Tax Liability	-1,000	-50	-1,000	-50	-1,000	-50
Federal Income Tax						
Alternative minimum taxable Income	-1,000	-1,000	-1,000	-1,000	0	-1,000
Federal Tax Liability	-260	-260	-260	-260	0	-260
Total Tax Benefit (Federal + State)	1,260	310	1,260	310	1,000	310
Net Cost to Taxpayer of \$1,000 Contribution	-260	690	-260	690	0	690

Assumptions: The taxpayer itemizes deductions and has more than \$1,000 of state tax liability. Under prior law, the taxpayer is not subject to the overall limitation on itemized deductions under section 68. The taxpayer faces a 24 percent marginal rate under the federal income tax. If the taxpayer is subject to the AMT, the taxpayer faces a 26 percent marginal rate. A \$1,000 contribution to charitable organization A generates a \$1,000 state tax credit. A \$1,000 contribution to charitable organization B is ineligible for a state tax credit but is deductible under the state's income tax. The taxpayer faces a 5 percent marginal rate under the state's income tax. The baseline assumes continuation of the IRS administrative position that state and local tax credits are not reflected as a return benefit or consideration and therefore do not reduce the taxpayer's charitable contribution deduction under section 170(a). Total Tax Benefit refers to the absolute value of the reduction of the taxpayer's combined federal and state tax liability.

### Regulatory Flexibility Act

The Regulatory Flexibility Act (5 U.S.C. chapter 6) does not apply because the proposed regulations primarily affect individuals and do not impose costs, including a collection of information, on small entities. Therefore, a regulatory flexibility analysis is not required. Pursuant to section 7805(f), this notice of proposed rulemaking will be submitted to the Chief Counsel for Advocacy of the Small Business Administration for comment on its impact on small businesses.

### **Comments and Public Hearing**

Before the regulations proposed herein are adopted as final regulations, consideration will be given to any electronic and written comments that are submitted timely to the IRS as prescribed in this preamble under the ADDRESSES heading. The Treasury Department and the IRS request comments on all aspects of the proposed regulations including: (1) Whether there should be recognition of gain or loss when property is transferred in consideration for state or local tax credits that are not de minimis; (2) determination of the basis of a transferable tax credit that a taxpayer sells or exchanges; (3) procedures by which a taxpayer may establish that the taxpayer declined receipt of the state or local tax credit; (4) substantiation and reporting requirements for donors and donees making or receiving payments or transfers of property in return for state and local tax credits; (5) for a taxpayer that receives or expects to receive a state or local tax deduction in an amount that exceeds the amount of the taxpayer's payment or the fair market value of the property transferred to an entity listed in section 170(c), suggestions for calculating the reduction to the charitable contribution deduction; and (6) whether and in what manner the regulations should

address other state or local tax benefits, such as tax exclusions, that may be provided as consideration for certain payments or transfers to an entity listed in section 170(c). Finally, the Treasury Department and the IRS request comments on alternative regulatory approaches that would effectively prevent circumvention of the new statutory limitation on state and local tax deductions, consistent with applicable law.

All comments submitted will be made available at [www.regulations.gov](http://www.regulations.gov) or upon request. A public hearing has been scheduled for November 5, 2018, beginning at 10 a.m. in the Auditorium of the Internal Revenue Building, 1111 Constitution Avenue, N.W., Washington, DC 20224. Due to building security procedures, visitors must enter at the Constitution Avenue entrance. In addition, all visitors must present photo identification to enter the building. Because of access restrictions, visitors will not be admitted beyond the immediate entrance area more than 30 minutes before the hearing starts. For more information about having your name placed on the building access list to attend the hearing, see the "FOR FURTHER INFORMATION CONTACT" section of this preamble.

The rules of 26 CFR 601.601(a)(3) apply to the hearing. Persons who wish to present oral comments at the hearing must submit an outline of the topics to be discussed and the time to be devoted to each topic by **[INSERT DATE 45 DAYS AFTER PUBLICATION IN THE FEDERAL REGISTER]**. Submit a signed paper or electronic copy of the outline as prescribed in this preamble under the "Addresses" heading. An agenda showing the scheduling of the speakers will be prepared after the deadline for receiving outlines has passed. Copies of the agenda will be available free of charge at the hearing.

## **Drafting Information**

The principal authors of these proposed regulations are personnel from the Office of the Associate Chief Counsel (Income Tax and Accounting). However, other personnel from the IRS and the Treasury Department participated in their development.

## **List of Subjects in 26 CFR Part 1**

Income taxes, Reporting and recordkeeping requirements.

## **Proposed Amendments to the Regulations**

Accordingly, 26 CFR part 1 is proposed to be amended as follows:

### **PART 1--INCOME TAXES**

Paragraph 1. The authority citation for part 1 continues to read in part as follows:

Authority: 26 U.S.C. 7805 \* \* \*

Par. 2. Section 1.170A-1 is amended by redesignating paragraphs (h)(3) through (h)(5) as paragraphs (h)(4) through (h)(6), and adding a new paragraph (h)(3) to read as follows:

#### **§1.170A-1 Charitable, etc., contributions and gifts; allowance of deduction.**

\* \* \* \* \*

(h) \* \* \*

(3) Payments resulting in state or local tax benefits. (i) State or local tax credits.

Except as provided in paragraph (h)(3)(v) of this section, if a taxpayer makes a payment or transfers property to or for the use of an entity listed in section 170(c), the amount of the taxpayer's charitable contribution deduction under section 170(a) is reduced by the amount of any state or local tax credit that the taxpayer receives or expects to receive in consideration for the taxpayer's payment or transfer.

(ii) State or local tax deductions. (A) In general. If a taxpayer makes a payment or transfers property to or for the use of an entity listed in section 170(c), and the taxpayer receives or expects to receive a state or local tax deduction that does not exceed the amount of the taxpayer's payment or the fair market value of the property transferred by the taxpayer to such entity, the taxpayer is not required to reduce its charitable contribution deduction under section 170(a) on account of such state or local tax deduction.

(B) Excess state or local tax deductions. If the taxpayer receives or expects to receive a state or local tax deduction that exceeds the amount of the taxpayer's payment or the fair market value of the property transferred, the taxpayer's charitable contribution deduction under section 170 is reduced.

(iii) In consideration for. For purposes of paragraph (h)(3)(i) of this section, the term in consideration for shall have the meaning set forth in §1.170A-13(f)(6), except that the state or local tax credit need not be provided by the donee organization.

(iv) Amount of reduction. For purposes of paragraph (h)(3)(i) of this section, the amount of any state or local tax credit is the maximum credit allowable that corresponds to the amount of the taxpayer's payment or transfer to the entity listed in section 170(c).

(v) State or local tax. For purposes of paragraph (h)(3) of this section, the term state or local tax means a tax imposed by a State, a possession of the United States, or by a political subdivision of any of the foregoing, or by the District of Columbia.

(vi) Exception. Paragraph (h)(3)(i) of this section shall not apply to any payment or transfer of property if the amount of the state or local tax credit received or expected

to be received by the taxpayer does not exceed 15 percent of the taxpayer's payment, or 15 percent of the fair market value of the property transferred by the taxpayer.

(vii) Examples. The following examples illustrate the provisions of this paragraph (h)(3). The examples in paragraph (h)(6) of this section are not illustrative for purposes of this paragraph (h)(3).

Example 1. A, an individual, makes a payment of \$1,000 to X, an entity listed in section 170(c). In exchange for the payment, A receives or expects to receive a state tax credit of 70% of the amount of A's payment to X. Under paragraph (h)(3)(i) of this section, A's charitable contribution deduction is reduced by \$700 (70% x \$1,000). This reduction occurs regardless of whether A is able to claim the state tax credit in that year. Thus, A's charitable contribution deduction for the \$1,000 payment to X may not exceed \$300.

Example 2. B, an individual, transfers a painting to Y, an entity listed in section 170(c). At the time of the transfer, the painting has a fair market value of \$100,000. In exchange for the painting, B receives or expects to receive a state tax credit equal to 10% of the fair market value of the painting. Under paragraph (h)(3)(vi) of this section, B is not required to apply the general rule of paragraph (h)(3)(i) of this section because the amount of the tax credit received or expected to be received by B does not exceed 15% of the fair market value of the property transferred to Y. Accordingly, the amount of B's charitable contribution deduction for the transfer of the painting is not reduced under paragraph (h)(3)(i) of this section.

Example 3. C, an individual, makes a payment of \$1,000 to Z, an entity listed in section 170(c). In exchange for the payment, under state M law, C is entitled to receive a state tax deduction equal to the amount paid by C to Z. Under paragraph (h)(3)(ii)(A) of this section, C is not required to reduce its charitable contribution deduction under section 170(a) on account of the state tax deduction.

(viii) Effective/applicability date. This paragraph (h)(3) applies to amounts paid or property transferred by a taxpayer after August 27, 2018.

\* \* \* \* \*

#### §1.170A-13 [Amended]

Par. 3. Section 1.170A-13(f)(7) is amended by removing the cross-reference "§1.170A-1(h)(4)" and adding in its place "§1.170A-1(h)(5)".

Par. 4. Section 1.642(c)-3 is amended by adding paragraph (g) to read as follows:

§1.642(c)-3 Adjustments and other special rules for determining unlimited charitable contributions deduction.

\* \* \* \*

(g) Payments resulting in state or local tax benefits—(1) In general. If the trust or decedent's estate makes a payment of gross income for a purpose specified in section 170(c), and the trust or decedent's estate receives or expects to receive a state or local tax benefit in consideration for such payment, §1.170A-1(h)(3) applies in determining the charitable contribution deduction under section 642(c).



(2) Effective/applicability date. Paragraph (g)(1) of this section applies to payments of gross income after August 27, 2018.

Kristen Wielobob,

Deputy Commissioner for Services and Enforcement.

[FR Doc. 2018-18377 Filed: 8/23/2018 4:15 pm; Publication Date: 8/27/2018]

Sent to:  
B, TA, TC  
8/28  
KD

**Kim DeLucia**

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**From:** Bob Kehoe  
**Sent:** Friday, August 17, 2018 9:34 AM  
**To:** Kim DeLucia  
**Subject:** NYCLASS Fund  
**Attachments:** 10.17 - Features and Benefits.pdf; 2017-09-26 NYCLASS Profile.pdf; 03.17 - NYCLASS Information Statement.pdf

Kim,

Please add to September's board agenda for approval.

Thanks,

Bob

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**From:** Joel Friedman  
**Sent:** Friday, April 27, 2018 4:07 PM  
**To:** 'finance@somersny.com' <finance@somersny.com>  
**Subject:** Town of Somers/NYCLASS

Good afternoon Bob,

It was nice speaking with you today. As I mentioned, I joined NYCLASS last year after spending the past 26 years at Standard & Poor's in New York rating mutual funds and local government investment pools including rating NYCLASS.

NYCLASS currently has approximately 385 participants and assets recently hit over \$1.2 billion.

I have attached a features and benefits brochure that further explains the NYCLASS program, the S&P NYCLASS AAAM rated fund profile, our information statement, a recent NYCLASS rate sheet, and of course a registration packet. Briefly:

- o After years of depressed interest rates, NYCLASS is very well positioned to take continue to take full advantage of the climbing Fed rates. Our current daily yield (which compounds daily) is **1.63%**
- o The fund offers same-day liquidity
- o 'AAAM' rated by Standard and Poor's
- o Collateralized as required by NYS GML
- o Unlimited transactions and subaccounts
- o Convenient online transaction and reporting portal

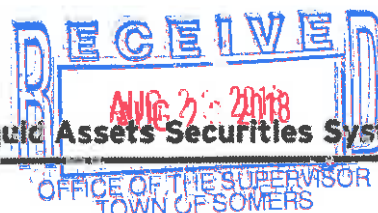
In addition, we have a lot of information on our website at [www.newyorkclass.org](http://www.newyorkclass.org) including a frequently asked question section. Some local participants in Westchester include: Somers Central School District, Scarsdale UFSD, Pleasantville UFSD, Tuckahoe UFSD, Village of Hastings on Hudson, Town of North Castle, Town of Eastchester, Tarrytown UFSD, North Salem CSD, Portchester Rye UFSD, Town of Mamaroneck, Village of Dobbs Ferry, etc.

Please let me know if you would like to meet to discuss any of this information or feel free to call me at 646-285-3280 with any additional questions.

Sent to  
TB, TA, TC  
8/28/18  
KD

NYCLASS

New York Cooperative Liquid Assets Securities System



## Municipal Cooperation Resolution

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o (Section 119-o) empowers municipal corporations [defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, town, and villages and districts] to enter into, amend, cancel, and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers, and duties on a cooperative or contract basis;

WHEREAS the Town of Somers (entity name) wishes to invest portions of its available investments funds in cooperation with other corporations and/or districts pursuant to a municipal cooperation agreement;

WHEREAS the Town of Somers (entity name) wishes to assure the safety and liquidity of its funds;

Now, therefore, it is hereby resolved as follows:

That Rick Morrissey (key contact name) is hereby authorized to execute and deliver the Cooperative Investment Agreement in the name of and on behalf of Town of Somers (entity name).

Key Contact Signature

Rick Morrissey

Printed Name

Town Supervisor

Title

8/23/18

Date



# NYCLASS<sup>®</sup>

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## **Information Statement**

**March 2017**

## GENERAL INFORMATION

New York Cooperative Liquid Assets Securities System (NYCLASS) is a short-term, highly liquid investment fund designed specifically for the public-sector. It provides the opportunity to invest funds on a cooperative basis in short-term investments that are carefully selected to maximize safety and liquidity while generating a competitive yield.

Participation is available to any municipal corporation or special purpose district empowered under New York State statute including counties not within The City of New York, cities, towns, villages, school districts, fire districts, and boards of cooperative educational services.

NYCLASS is subject to the terms of the October 20, 1999, NYCLASS Municipal Cooperation Agreement (the Agreement), as amended March 14, 2014, and is structured in accordance with New York State General Municipal Law (GML), Article 3-A and Article 5-G, Sections 119-n and o, and Chapter 623 of the Laws of 1998. All NYCLASS investment and custodial policies are in accordance with GML and Sections 10 and 11 (as amended by Chapter 708 of the Laws of 1992). The Agreement is between the Village of Potsdam (Lead Participant) and each district and/or municipal corporation that formed the original NYCLASS fund or that subsequently elects to participate. All parties to the Agreement are collectively referred to as "the Participants."

NYCLASS is rated 'AAAm' by Standard and Poor's. According to Standard and Poor's, a fund rated 'AAAm' demonstrates extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. 'AAAm' is the highest principal stability fund rating assigned by Standard and Poor's. A 'AAAm' rating by Standard and Poor's is

obtained after S&P evaluates a number of factors, including credit quality, market price exposure, and management. Ratings are subject to change and do not remove market risk. These ratings are neither a market rating nor a recommendation to buy, hold, or sell the securities by the rating agencies.

## NYCLASS Governing Board

The Agreement is administered by an elected Governing Board ("the Board") of up to 15 members. A Board member must be either a Participant's Chief Fiscal Officer or another designated officer or employee of the Participant who has knowledge and expertise in financial matters.

The powers and responsibilities of the Board include:

- Administering all aspects of the Agreement
- Entering into appropriate contracts to assist in the management of the Agreement
- Monitoring compliance with the investment policy, maturity limitations, and reporting and disclosure requirements established under the Agreement
- Testing the investments made pursuant to the Agreement at least once a month for sensitivity to changes in interest rates
- Disclosing to Participants any rating or change in rating from a nationally recognized statistical rating organization

The Board invests cooperative funds only in securities that are legal for public funds investment in New York. The Board limits these investments to Repurchase Agreements collateralized 102% with U.S. Treasury securities and agency securities backed by the full faith

and credit of the U.S. government, U.S. Treasury bills and notes, Obligations of the State of New York, collateralized bank deposits, obligations of the State of New York, and other U.S. government guaranteed obligations.

### **Professional services engaged by the Board**

The Board enlists the services of several professionals to fulfill its administrative responsibilities: a Fund Administrator, an Investment Advisor, an Independent Auditor, Legal Counsel, and a Custodial Bank.

**Investment Advisor:** Public Trust Advisors, LLC (Public Trust), an SEC-registered investment advisor, provides daily market reports and proposed investment strategies to the Lead Participant's Fiscal Officer who, in turn, directs investment transactions on behalf of all NYCLASS Participants. Public Trust also performs a monthly "stress test" on the NYCLASS portfolio to determine its sensitivity to interest rate volatility and makes the necessary surveillance filings with Standard and Poor's related in accordance with their 'AAAm' rating guidelines.

**Custodian:** Wells Fargo Bank N.A. provides third-party custody services for the NYCLASS portfolio. The Custodian is responsible for the receipt and safekeeping of all cooperatively invested NYCLASS assets, which are held in a segregated trust company institutional custody account.

**Auditors:** CliftonLarsonAllen, LLP conducts an annual independent audit of the NYCLASS fund. Copies of the audit are distributed to all Participants and the New York State Comptroller.

### **FUND OBJECTIVES**

In all its investments, NYCLASS seeks to maximize safety, liquidity, convenience, and

competitive rates of return. The portfolio strategy is to be fully invested each night to maximize yields.

### **Safety**

Besides investing public-sector funds only in securities legally permitted under New York law, NYCLASS offers the additional strength of its 'AAAm' rating by Standard and Poor's, as well as the security of an annual audit by an independent outside audit firm, CliftonLarsonAllen, LLP.

To further ensure safety, portfolio investments are carefully balanced to correspond with Participants' anticipated cash flow needs, as well as to minimize the effects of market volatility.

Several security features are also in place to protect against fraud or error. Only designated officials may conduct transactions, and funds may be transferred only to previously authorized bank accounts.

### **Liquidity**

Participants may conduct transactions (deposits, withdrawals, or transfers) on any normal business day. All portfolio investments are carefully selected to ensure that cash is available whenever needed. There is never a penalty for withdrawals of invested funds including all accrued interest. There are no limits on the dollar amount or number of daily transactions except that total daily withdrawals may not exceed the total balance on deposit. There is no minimum balance requirement or transaction size.

### **Convenience**

To make cash management simple and efficient, NYCLASS includes many features that make it easy to access account information and simplify record keeping. Participants may make account

transactions on any business day using the NYCLASS toll-free phone number, (855-804-9980), fax number (855-804-9981), email (clientservices@newyorkclass.org), or via the MYACCESS online transaction site at [www.newyorkclass.org](http://www.newyorkclass.org).

Any transaction made with the proper notification to NYCLASS Client Services before 12:00 p.m. EST on a business day will be posted and, if appropriate, begin earning interest on that day; transactions made after 12:00 p.m. EST will be posted the next business day. All transactions are confirmed same-day by e-mail. Participants may also execute transaction notifications in advance to anticipate important draw dates. This "pre-dating" function avoids timing problems and ensures that cash is available to meet specific payroll or other cash needs.

Participants may establish any number of NYCLASS sub-accounts to track and parallel their own internal fund accounting structures. Although all investment and payment forms have been designed to be simple and user-friendly, we can also customize account information to meet special needs. Participants may contact the Public Trust client service desk on any business day to get specific account information or for other assistance.

Comprehensive monthly statements provide a detailed account history including daily account activity and transaction numbers. These statements have been designed specifically to facilitate public-sector fund accounting and to establish a clear accounting and audit trail for Participants' investment records.

### **Rates of Return**

NYCLASS Participants can benefit from the professional investment expertise provided by Public Trust. Participants in NYCLASS can take advantage of economies of scale relative to

purchasing power and transaction and clearance costs, as well as custody arrangements. Overall portfolio performance is enhanced by the different cash-flow cycles of the various Participants.

For the purpose of calculating the portfolio's net asset value per share, the securities held by the portfolio are valued as follows: (1) securities for which market quotations are readily available are valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such securities; (2) all other securities and assets are valued at fair market value determined in good faith. The result of this calculation is a share value that is rounded to the nearest penny. Accordingly, the price at which portfolio shares are sold and redeemed will not reflect net realized or unrealized gains or losses on portfolio securities which amount to less than \$.005 per share. The fund will endeavor to minimize the amount of such gains or losses. However, if net realized and unrealized gains or losses should exceed \$.005 per share, a portfolio's net asset value per share will change from \$1.00 or be maintained at \$1.00 per share by retention of earnings or the reduction on a pro rata basis of each Participant's shares in the event of losses or by a pro rata distribution to each Participant in the event of gains.

It is a fundamental policy of NYCLASS to maintain a net asset value of \$1.00 per share, but for the reasons herein stated, there can be no assurance that the net asset value will not vary from \$1.00 per share. The net asset value per share of NYCLASS may be affected by general changes in interest rates resulting in increases or decreases in the value of the securities held by the fund. The market value of such securities will vary inversely to changes in prevailing interest rates. Thus, if interest rates have increased from the time a security was purchased, such security, if sold, might be sold

at a price less than its cost. Similarly, if interest rates have declined from the time a security was purchased, such security, if sold, might be sold at a price greater than its cost. If a security is held to maturity, no loss or gain is normally realized as a result of these fluctuations. Net investment income is declared and distributed daily via a daily dividend factor that is determined by dividing net investment income by joint value. The daily dividend factor is multiplied by the total dollars in each Participant's account to arrive at a dividend that is then added to the Participant's balance. The daily dividend factor is also used to calculate the daily interest rate which is the daily dividend factor multiplied by the number of days in the year. For convenience, the daily interest rate is summarized in Participants' monthly statements.\*\*

All expenses related to operating NYCLASS are encompassed in a single management fee that is deducted from portfolio earnings prior to the recording of daily investment results. The Governing Board has entered into an agreement with Public Trust Advisors, LLC, and effective May 1, 2013, whereby Public Trust is paid a fee, the fee shall be at an annual rate equal to .12% (12 basis points) of the net assets of the previously closed period (i.e. Thursday's net assets figure is utilized as the basis for the fee calculation for Friday, Saturday, and Sunday. This methodology holds true for holidays that fall on a Monday through Friday) of the portfolio of NYCLASS fund divided by 365 or 366 days in the event of a leap year.

The costs of fund operation covered by the fee include all custodial and securities clearance and transaction charges; portfolio valuation expenses; the cost of the annual independent audit; all expenses of participant and portfolio record-keeping, accounting, and monthly statement preparation; all investment advisory fees paid to the Investment Advisor; expenses related to legal and other professional fees associated with the normal operation and support of the fund; reasonable expenses incurred in the course of hosting periodic Participant and board meetings or for conducting participant surveys; and mailing, telephone, stationery, fax, and wire

charges. Participants receive no other bills, fees, or charges associated with the normal operation of the fund.

## JOINING NYCLASS

In order to join NYCLASS, Participants must approve the NYCLASS Agreement by a majority vote of their governing body. Once the Lead Participant has received and, through the Fund Administrator, processed the fully executed Municipal Cooperation Agreement and Authorizing Resolution, the Custodian will be notified and participation can begin. A representative of the Fund Administrator will then inform the new Participant of the fund's contribution, withdrawal and transfer procedures, establish the requisite accounts and bank wiring instructions, obtain authorized signatures, set up security arrangements, and answer any questions. The new Participants will also be informed from time to time of the dates and locations of regional Participant meetings where issues relevant to the governance and operations of the NYCLASS fund are discussed.

For additional information about the fund, please visit us at [www.newyorkclass.org/contact](http://www.newyorkclass.org/contact), or contact us at 855-804-9980 or [clientservices@newyorkclass.org](mailto:clientservices@newyorkclass.org).

Any Participant may withdraw from the Agreement at any time upon written notice to the Lead Participant and the Governing Board. This document is intended to provide general information about NYCLASS, a cooperative investment fund designed for New York public entities. The specific terms of the fund are fully defined by the terms of both the NYCLASS Municipal Cooperation Agreement and New York State General Municipal Law.

### NYCLASS

777 Westchester Avenue, Suite 101  
White Plains, NY 10604  
(855) 804-9980  
[www.newyorkclass.org](http://www.newyorkclass.org)

03/17 Managed by Public Trust Advisors, LLC

\*\*Past performance is no guarantee of future results. Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. Past performance is not an indication of future performance. Any financial and/or investment decision may incur losses.



# NYCLASS

New York Cooperative Liquid Asset Securities System

## What is NYCLASS?

New York Cooperative Liquid Assets Securities System (NYCLASS) is a short-term, highly liquid investment fund designed specifically for the public sector. NYCLASS provides the opportunity to invest funds on a cooperative basis in short-term investments that are carefully chosen to yield favorable returns while providing maximum safety and liquidity.

## Who oversees and manages NYCLASS?

In accordance with New York State GML Article 3-A Section 44, the Municipal Cooperation Agreement is administrated by an elected Governing Board (the Board) of 15 members. A Board member must be either a Participant's Chief Fiscal Officer, another designated officer, or employee of the Participant who has knowledge and expertise in financial matters. The Board retains the services of Public Trust Advisors, LLC (Public Trust) located in Denver. Public Trust serves as the investment Advisor and provides administrative and marketing services for NYCLASS.

## How can you participate in NYCLASS?

Enrolling in NYCLASS is simple. After reading the Municipal Cooperative Agreement and Information Statement (available at [www.newyorkclass.org](http://www.newyorkclass.org)), follow these steps:

- 1 Pass a resolution approving the NYCLASS Municipal Cooperative Agreement
- 2 Complete the NYCLASS Trust Registration Form
- 3 Submit the above documents to NYCLASS Client Services
- 4 After we review and approve the above documents, you will receive confirmation that you have been accepted as a NYCLASS Participant.

## What Features Does NYCLASS Offer?

As a NYCLASS Participant, you have access to many convenient features:

- Same-day availability of funds  
12:00 p.m. EST cut-off
- Deposits by wire or ACH
- Secure online access for transactions and account statements
- Professionally managed portfolio
- Competitive daily rates
- Unlimited sub-accounts
- No minimum balance requirements
- No transaction fees\*
- Audited annually by an independent auditing firm\*\*
- Direct deposit of state and federal payments
- Dedicated client service representatives available via phone, fax, or email on any business day

\*You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no fees charged from NYCLASS for such transactions. \*\*External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.

777 Westchester Avenue, Suite 101 White Plains, NY 10604 | (855) 804-9980 | [www.newyorkclass.org](http://www.newyorkclass.org) | [clientservices@newyorkclass.org](mailto:clientservices@newyorkclass.org)



## What are the objectives of NYCLASS?

### Safety

Besides investing public-sector funds only in securities legally permitted under New York law, an emphasis on safety has helped NYCLASS earn S&P Global Ratings highest money market rating: 'AAAm.' The custodian for all NYCLASS cash and securities is Wells Fargo Bank, N.A. Additionally, NYCLASS has an annual audit by an independent, outside auditing firm. Only designated officials may conduct transactions, and funds may be transferred only to previously authorized bank accounts.

### Liquidity

Participants may conduct transactions (deposits, withdrawals, or transfers) on any business day. All portfolio investments are carefully selected to ensure that cash is available whenever needed. There is never a penalty for withdrawals of invested funds including all accrued interest. There are no limits on the dollar amount or number of daily transactions except that total daily withdrawals may not exceed the total balance on deposit. There is no minimum balance or transaction size requirement.

### Convenience

To make cash management simple and efficient, NYCLASS includes many features that make it easy to access account information and simplify record keeping. Participants may make account transactions on any business day using the NYCLASS toll-free phone number

(855) 804-9980, toll-free fax number (855) 804-9981, email ([clientservices@newyorkclass.org](mailto:clientservices@newyorkclass.org)), or via the MYACCESS online transaction portal at [www.newyorkclass.org](http://www.newyorkclass.org).

### Flexibility

You may establish multiple NYCLASS accounts to track and parallel your own internal fund accounting structures. You will receive comprehensive monthly statements online or via e-mail that show all of your transaction activity, interest postings, and rate summaries. These statements have been specifically designed to facilitate public-sector fund accounting and to establish a clear accounting and audit trail for your investment records.

### Competitive Returns

NYCLASS Participants can benefit from the professional investment expertise provided by Public Trust. Participants in the NYCLASS fund can take advantage of economies of scale relative to purchasing power, transaction, and clearance costs as well as custody arrangements. Overall portfolio performance is enhanced by the different cash flow cycles of the various Participants.

### Legality

NYCLASS invests in only in investments legally permitted under New York State Law.

## Have Questions?

Contact us or visit [www.newyorkclass.org](http://www.newyorkclass.org) for more information.

**Matt Starr**

Administrator

[matt.starr@newyorkclass.org](mailto:matt.starr@newyorkclass.org)

(914) 301-4070

**Joel Friedman**

Director, Investment Advisory Services

[joel.friedman@newyorkclass.org](mailto:joel.friedman@newyorkclass.org)

(646) 285-3280

**Shawn Cullinane**

Regional Director, Marketing

[shawn.cullinane@newyorkclass.org](mailto:shawn.cullinane@newyorkclass.org)

(631) 897-4111

**Lyn Derway**

Regional Director, Marketing

[lyn.derway@newyorkclass.org](mailto:lyn.derway@newyorkclass.org)

(518) 307-0302

Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. Past performance is not an indication of future performance. Any financial and/or investment decision may incur losses. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors, including credit quality, market price exposure, and management. Ratings are subject to change and do not remove market risk.

**New York Cooperative Liquid Assets Securities System**

**Principal Stability Fund  
Ratings Definitions**

**AAAm** A fund rated 'AAAm' demonstrates extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. 'AAAm' is the highest principal stability fund rating assigned by S&P Global Ratings.

**AAm** A fund rated 'AAm' demonstrates very strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. It differs from the highest-rated funds only to a small degree.

**A** A fund rated 'A' demonstrates strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk, but is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than funds in higher-rated categories.

**BBBm** A fund rated 'BBBm' demonstrates adequate capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. However, adverse economic conditions or changing circumstances are more likely to lead to a reduced capacity to maintain principal stability.

**BBm** A fund rated 'BBm' demonstrates speculative characteristics and uncertain capacity to maintain principal stability. It is vulnerable to principal losses due to credit risk. While such funds will likely have some quality and protective characteristics, these may be outweighed by large uncertainties or major exposures to adverse conditions.

**Dm** A fund rated 'Dm' has failed to maintain principal stability resulting in a realized or unrealized loss of principal.

**Plus (+) or Minus (-)**  
The ratings may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories.

**About the Pool**

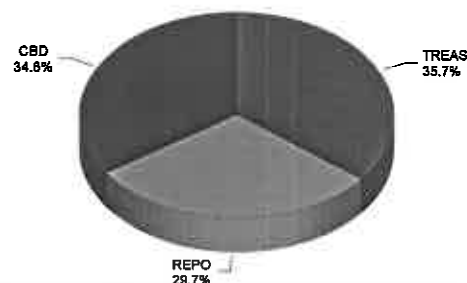
**Pool Rating** **AAAm**  
**Pool Type** Stable NAV Government Investment Pool  
**Investment Adviser** Public Trust Advisors, LLC

**Portfolio Manager** Randy Palomba, CFA & Neil Waud, CFA

**Pool Rated Since** March 2009  
**Custodian** Wells Fargo Bank N.A.

**Distributor** Public Trust Advisors, LLC (Public Trust)

**Portfolio Composition as of September 26, 2017**



TREAS - Treasury; REPO - Repurchase Agreement; CBD - Collateralized Bank Deposits;

**Rationale**

New York Cooperative Liquid Assets Securities System (NYCLASS) is rated 'AAAm' by S&P Global. The rating signifies our forward-looking opinion about a fixed-income fund's ability to maintain principal value (i.e., stable net asset value, or 'NAV'). This is accomplished through conservative investment practices and strict internal controls. Standard & Poor's monitors the portfolio on a weekly basis.

**Overview**

NYCLASS was established on September 19, 1989 as a cooperative investment program organized under a municipal cooperation agreement made pursuant to New York General Municipal Law. NYCLASS is a short-term, highly-liquid investment vehicle designed specifically for public sector funds. It enables Participants to invest on a cooperative basis in short-term investments that are selected to yield favorable returns while they provide maximum safety and liquidity. Participation is available to any municipal corporation or special purpose district as defined by New York General Municipal Law to include counties, cities, towns, villages, school districts, fire districts, and boards of cooperative educational services. The objectives of NYCLASS are to invest in only investments that are legally permissible for all Participants, provide safety for Participants' principal, ensure liquidity as required to finance Participants' operations, and maximize current income to the degree consistent with legality, safety, and liquidity.

**Management**

The investment advisor for NYCLASS is Public Trust Advisors, LLC (Public Trust), an SEC registered investment advisor. The administrative, marketing and operational functions of the portfolio are also performed by Public Trust. The Cooperative is subject to the general supervision of the Governing Board. The Governing Board is elected by NYCLASS Participants and is composed by members who are active Participants in the Cooperative. Wells Fargo Bank, NA serves as the custodian to the cooperative's assets.

**Portfolio Assets**

The cooperative is actively managed and invests exclusively in investments legally permissible for New York State school districts and municipal corporations. These permissible investments include: U.S. Treasury securities, obligations backed by the full faith and credit of the U.S. government, collateralized bank deposits, and repurchase agreements collateralized at 102% by Treasury securities and agency securities backed by the full faith and credit of the U.S. government. All counterparties to repurchase agreements are highly-rated primary dealers, and a custodial bank holds all collateral supporting the transactions in constructive possession on the cooperative's behalf. The portfolio's weighted average maturity to reset (WAM(R)) is maintained at 60 days or less, which enhances liquidity. Portfolio securities are priced to market on a weekly basis.

**S&P Global Ratings Analyst:** Peter Rizzo - (1) 212-438-5059

[www.spratings.com](http://www.spratings.com)

*Participants should consider the investment objectives, risks and charges and expenses of the pool before investing. The investment guidelines which can be obtained from your broker-dealer, contain this and other information about the pool and should be read carefully before investing.*

*Portfolio securities are priced mark to market on a weekly basis and stress tested to a full liquidation scenario monthly.*

## Principal Stability Rating Approach and Criteria

A S&P Global Ratings principal stability fund rating, also known as a "money market fund rating" is a forward-looking opinion about a fixed income fund's capacity to maintain stable principal (net asset value). When assigning a principal stability rating to a fund, S&P Global Ratings analysis focuses primarily on the creditworthiness of the fund's investments and counterparties, and also its investments' maturity structure and management's ability and policies to maintain the fund's stable net asset value. Principal stability fund ratings are assigned to funds that seek to maintain a stable or an accumulating net asset value.

Generally, when faced with an unanticipated level of redemption requests during periods of high market stress, the manager of any fund may suspend redemptions for up to five business days or meet redemption requests with payments in-kind in lieu of cash. A temporary suspension of redemptions or meeting redemption requests with distributions in-kind does not constitute a failure to maintain stable net asset values. However, higher rated funds are expected to have stronger capacities to pay investor redemptions in cash during times of high market stress because they generally comprise shorter maturity and higher quality investments.

Principal stability fund ratings, or money market fund ratings, are identified by the "m" suffix (e.g., "AAAm") to distinguish the principal stability rating from a S&P Global Ratings traditional issue or issuer credit rating. A traditional issue or issuer credit rating reflects S&P Global Ratings view of a borrower's ability to meet its financial obligations. Principal stability fund ratings are not commentaries on yield levels.

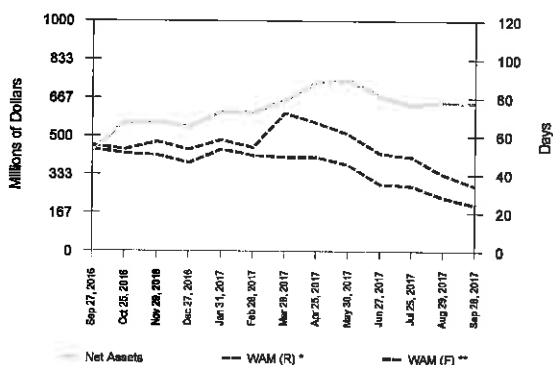
## New York Cooperative Liquid Assets Securities System

AAAm

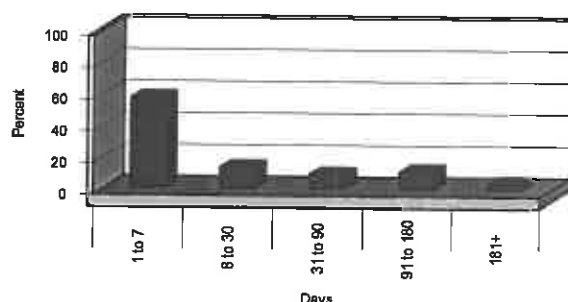
### Data Bank as of September 26, 2017

Net Asset Value per Share	\$0.99998	Net Assets (millions)	\$643.53	Inception Date	September 1989
WAM (R) *	24 days	WAM (F) **	34 days	7 Day Yield	0.92%
* Weighted Average Maturity (Reset)		** Weighted Average Maturity (Final)			

### Net Assets, WAM (R) and WAM (F)



### Portfolio Maturity Distribution as of September 26, 2017

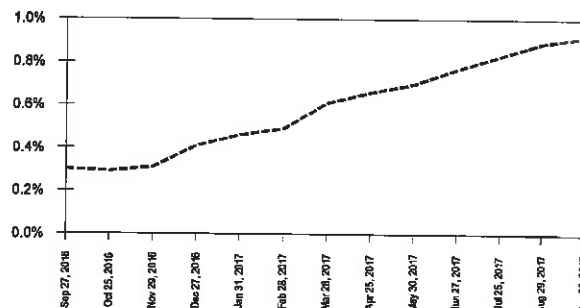


### Portfolio Credit Quality as of September 26, 2017 \*



\*As assessed by S&P Global Ratings

### Portfolio 7 Day Net-Yield



The yield quoted represents past performance. Past performance does not guarantee future results. Current yield may be lower or higher than the yield quoted.

Pool portfolios are monitored weekly for developments that could cause changes in the ratings. Rating decisions are based on periodic meetings with senior pool executives and public information.

S&P Global Ratings is neither associated nor affiliated with the fund.

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Sent to:  
TB, TA, TC  
sp8  
KD

Kim DeLucia

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**From:** Ken Kearney <[kkearney@kearneyrealtygroup.com](mailto:kkearney@kearneyrealtygroup.com)>

**Sent:** Friday, August 10, 2018 10:57 AM

**To:** Rick Morrissey <[supervisor@somersny.com](mailto:supervisor@somersny.com)>; Rick Morrissey <[supervisor@somersny.com](mailto:supervisor@somersny.com)>

**Subject:** Fwd: FW: Westchester County Planning Agreement - C-HIF-15-65 - First Amendment

Rick,

I hope all is well.

Norma is looking for the attached document signed so they can amend the contract to reflect the additional funds.

I have executed my pages and was wondering if I could stop by to pick up your signed copy.

Thanks

----- Forwarded message -----

**From:** Zaino, Anthony <[abz1@westchestergov.com](mailto:abz1@westchestergov.com)>

**Date:** Wed, Aug 8, 2018 at

Subject: FW: Westchester County Planning Agreement - C-HIF-15-65 - First Amendment  
To: Ken Kearney <kkearney@kearneyrealtygroup.com>, Rick Morrissey <supervisor@somersny.com>  
Cc: "Drummond, Norma" <nvv1@westchestergov.com>, "Prioleau, Carla" <cdp3@westchestergov.com>, "Estrow, John" <jee2@westchestergov.com>

Ken hope all is well please give me a call regarding the attached amendment and email below. You may want to arrange to get your portion of the agreement signed and then dropped them off to the town Supervisor for his signature. Please call me to discuss if you have any question. Thank you in advance for your attention to this request. Once this amendment is execute we will then need to send you another amendment for the additional \$600,000.

Anthony Zaino

Director of Design

**From:** Estrow, John  
**Sent:** Monday, March 26, 2018 10:13 AM  
**To:** 'supervisor@somersny.com'  
**Cc:** Prioleau, Carla  
**Subject:** Westchester County Planning Agreement - C-HIF-15-65 - First Amendment

Supervisor Morrissey,

Please, print out one copy of the attached agreement and follow the instructions listed in the corresponding letter in order to sign the agreement. Attached are the County's insurance requirements.

Please contact myself or Carla Prioleau with any questions to signing this agreement.

---

**From:** Estrow, John  
**Sent:** Wednesday, August 08, 2018 1:39 PM  
**To:** Zaino, Anthony  
**Subject:** FW: Westchester County Planning Agreement - C-HIF-15-65 - First Amendment

John Estrow

Application Support Specialist

Westchester County Department of Planning

Division of Housing

148 Martine Avenue, Rm 414

White Plains, NY 10601

914-995-2407 Fax - 914-995-9093

E-mail: [jec2@westchestergov.com](mailto:jec2@westchestergov.com)



Save paper. Don't print this E mail unless you really need to!

---

**From:** Estrow, John

**Sent:** Monday, March 26, 2018 10:19 AM

**To:** 'KKearney@KearneyRealtyGroup.com'

**Cc:** Prioleau, Carla

**Subject:** FW: Westchester County Planning Agreement - C-HIF-15-65 - First Amendment

Mr. Kearney,

Please see e-mail below.

John Estrow

Application Support Specialist

Westchester County Department of Planning

Division of Housing

148 Martine Avenue, Rm 414

White Plains, NY 10601

914-995-2407 Fax - 914-995-9093

E-mail: [jec2@westchestergov.com](mailto:jec2@westchestergov.com)



Save paper. Don't print this E mail unless you really need to!

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**From:** Estrow, John  
**Sent:** Monday, March 26, 2018 10:17 AM  
**To:** Ken Kearney  
**Cc:** Prioleau, Carla  
**Subject:** Westchester County Planning Agreement - C-HIF-15-65 - First Amendment

Mr. Kearney,

Please, print out one copy of the attached agreement and follow the instructions listed in the corresponding letter in order to sign the agreement. Attached are the County's insurance requirements.

Please contact myself or Carla Prioleau with any questions to signing this agreement.

John Estrow

Application Support Specialist

Westchester County Department of Planning

Division of Housing

148 Martine Avenue, Rm 414

White Plains, NY 10601

914-995-2407 Fax - 914-995-9093

E-mail: [jee2@westchestergov.com](mailto:jee2@westchestergov.com)



Save paper. Don't print this E mail unless you really need to!





**George Latimer  
County Executive**

**Department of Planning  
Norma V. Drummond  
Acting Commissioner**

**March 26, 2018**

**Mr. Kenneth Kearney, President  
Kearney Realty & Development Group, Inc  
34 Clayton Boulevard, Suite A  
Baldwin Place, NY 10505**

**CONTRACT NUMBER: C-HIF-15-65 – First Amendment**  
**CONTRACT TITLE: Infrastructure Improvements at 16 Route 6, Somers**  
**AMOUNT: \$1,600,000.00**  
**TERM: 2/1/17 – 1/31/32**

**Dear Supervisor Morrissey:**

**Attached to this e-mail, please find a copy of the contract for your Westchester County Department of Planning project. In order to execute this agreement, please follow these steps:**

- 1. Print out the agreement;**
- 2. Please date Page 1 with the date the contract is signed.**
- 3. Please sign your name and type the title on the line below the signature on page 3;**
- 4. The Acknowledgment must be signed and notarized;**
- 5. The Certificate of Authority must be completed and signed by someone other than the person signing the contract, and notarized;**

**432 Michaelian Office Building  
148 Martine Avenue  
White Plains, New York 10601**

**Telephone: (914) 995-4400**

**Fax: (914) 995-9093**

**Website: westchestergov.com**



**Mr. Kenneth Kearney, President**

**March 26, 2018**

**Page 2**

6. **A Certificate of Insurance, as per Schedule E(ii), indicating the amounts of insurance coverage should be sent;**
7. **Return the signed contract to me.**
8. **Please provide an e-mail address in order to send an executed copy of your contract once the contract has been signed by the Commissioner of Planning and the Law Department, an electronic copy will be returned to the designated e-mail address.**

Thank you for your cooperation. Please call me if you have any questions. My number is 995-2406.



Carla Prioleau  
Contracts Manager

CP/  
Enclosures

**FIRST AMENDMENT TO  
INTER-MUNICIPAL/DEVELOPER AGREEMENT**

**THIS FIRST AMENDMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and among:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 ("County"), and

**THE TOWN OF SOMERS**, a municipal corporation of the State of New York, having an office and place of business at Somers Town House, 335 Route 202 Somers, New York 10589, (the "Municipality" and/or the "Town"), and

**KEARNEY REALTY & DEVELOPMENT GROUP, INC.**, and/or its designee, organized and existing under the laws of the State of New York, having an office and place of business at 34 Clayton Boulevard, Suite A, Baldwin Place, New York 10505 (the "Developer")

**WHEREAS**, the County executed a stipulation and order of settlement and dismissal in connection with United States of America ex rel. Anti-Discrimination Center of Metro New York, Inc., v. Westchester County, New York, No. 06 Civ. 2860 (DLC) (the "Settlement Agreement"; and

**WHEREAS**, pursuant to the Settlement Agreement the County is required to develop seven hundred fifty (750) affordable housing units that affirmatively further fair housing ("AFFH") units in eligible municipalities; and

**WHEREAS**, pursuant to the Settlement Agreement the Town is an eligible municipality; and

**WHEREAS**, in an effort to encourage the development of fair and affordable housing in Westchester County, the County has established a Housing Implementation Fund ("HIF") to

provide funds to assist in the construction of water facilities, sewer facilities, road improvements, and other infrastructure improvements necessary for the development of fair and affordable housing in Westchester County; and

**WHEREAS**, the County, the Town and the Developer entered into an Inter-Municipal-Developer Agreement (the “Agreement”) dated January 24, 2018, whereby: the Developer agreed to construct eight (8) affordable AFFH ownership units and eight (8) affordable AFFH rental units (the “Development”) on the Affordable Housing Property; the Town agreed to construct public improvements including but are not limited to, earth work, paving, installation of stormwater basins, a portion of the expansion of the public water sewer pump station and connections, and other related work (the “Infrastructure Improvements”) in support of the Development; and the County agreed to fund the cost of construction of the Infrastructure Improvements; and

**WHEREAS**, the parties desire to amend the commencement date of the Agreement.

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

1. The Agreement is hereby amended to delete the first sentence of Paragraph 19 and replace it with the following:

“The term of this Agreement shall commence on February 1, 2017 and terminate on January 31, 2032, or until the County has retired the bonds funding the construction of the Infrastructure Improvements, whichever comes first, unless the Agreement is terminated sooner in accordance with the terms of this Agreement.”

2. Except as otherwise provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

3. This First Amendment to the Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

**IN WITNESS WHEREOF**, the County of Westchester and the Municipality have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_

Name: Norma V. Drummond

Title: Acting Commissioner of Planning

**TOWN OF SOMERS**

By: \_\_\_\_\_

Name: Rick Morrissey

Title: Supervisor

**KEARNEY REALTY & DEVELOPMENT GROUP, INC**

By: \_\_\_\_\_

Name: Kenneth Kearney

Title: President

Approved by the Westchester County Board of Acquisition & Contract on November 12, 2015 and March 9, 2017.

Approved as to form and manner of execution:

\_\_\_\_\_  
Associate County Attorney  
County of Westchester  
PLN/Hidden Meadow 16 Rt. 6 Amendment to IMDA 3-23-18

### MUNICIPALITY'S ACKNOWLEDGMENT

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

**Signature and Office of individual  
taking acknowledgment**

**MUNICIPAL CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of  
(Title)  
the \_\_\_\_\_  
(the "Municipality")

a municipal corporation duly organized and in good standing under the \_\_\_\_\_  
(Law under which organized, e.g., the  
New York Business Corporate Law)

named in the foregoing agreement;  
that

(Person executing agreement)  
who signed said agreement on behalf of the Municipality was, at the time of execution

(Title of such person)  
of the Municipality and that said agreement was duly signed for and on behalf of said  
Municipality by authority of its Board of \_\_\_\_\_, thereunto duly  
authorized and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came  
\_\_\_\_\_, whose signature appears above, to me  
known, and known to me to be the \_\_\_\_\_ of

\_\_\_\_\_  
(Title)  
\_\_\_\_\_, the Municipality described in and  
which executed the above certificate, who being by me duly sworn did depose and say that  
he/she, the said \_\_\_\_\_ of said Municipality resides at

\_\_\_\_\_, and that he/she signed his/her  
name hereto by order of the Board of \_\_\_\_\_ of said Municipality.

Notary Public           County

**DEVELOPER ACKNOWLEDGMENT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment



**DEVELOPER CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_,  
(member or manager other than person executing the agreement)

certify that I am a \_\_\_\_\_ of \_\_\_\_\_  
(member/manager) (Name of Limited Liability Company)

(the "LLC") duly organized under the Laws of the State of \_\_\_\_\_; that  
(Name of State)

\_\_\_\_\_ who signed said Agreement on behalf of the LLC  
(Person Executing Agreement)

was, at the time of execution, a manager of the LLC; that said Agreement was duly signed for  
and on behalf of said LLC and as the act of said LLC for the purposes therein mentioned.

\_\_\_\_\_  
(Signature)

STATE OF NEW YORK )

ss.:

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me, the undersigned, a  
Notary Public in and for said State, \_\_\_\_\_ personally appeared,  
personally known to me or proved to me on the basis of satisfactory evidence to be the  
member/manager described in and who executed the above certificate, who being by me duly  
sworn did depose and say that he/she resides at \_\_\_\_\_,  
and he/she is a member/manager of said LLC; that he/she is duly authorized to execute said  
certificate on behalf of said LLC, and that he/she signed his/her name thereto pursuant to such  
authority.

Notary Public \_\_\_\_\_  
Date: \_\_\_\_\_

## **SCHEDULE "E"**

### **STANDARD INSURANCE PROVISIONS** **(MUNICIPALITY)**

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

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

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: [www.wcb.state.ny.us](http://www.wcb.state.ny.us) (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

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

(b) Employer's Liability with minimum limit of \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

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

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

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

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

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

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

**SCHEDULE "E(ii)"**  
**STANDARD INSURANCE PROVISIONS**  
**(DEVELOPER)**

1. Prior to commencing work, the Developer shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Developer and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Developer shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Developer to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Developer to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Developer from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Developer concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Developer until such time as the Developer shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Developer shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

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

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

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

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

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

***As per the attached written agreement, and where indicated with a check mark below, the following insurance(s) will also be required:***

	<b><i>(e) Environmental Liability with a minimum limit of liability per occurrence of \$1,000,000.00. Policy shall be kept in full force and effect for three (3) years from the date of Closing and the County shall be provided with the endorsement naming the County of Westchester as an additional insured.</i></b>
	<b><i>(f) Property Insurance – Replacement Cost basis with County of Westchester named as loss payee as its interest may appear</i></b>
	<b><i>(g) Builder's Risk –Developer at their own cost and expense shall provide and maintain a Builder's Risk Form, All Risk Insurance Contract. The coverage shall be written for 100% of the completed value, with the County of Westchester named as loss payee as its interest may appear.</i></b>

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

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

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

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

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

## **COUNTY OF WESTCHESTER IMPORTANT INSURANCE REQUIREMENTS**

Contracts returned to the Department of Planning must be held until the correct insurance is submitted. The most common reason a contract is delayed is because of incomplete insurance attached to the contract. Please check these items:

- General Liability - minimum of \$1 million

**NOTE: WESTCHESTER COUNTY MUST BE NAMED  
ADDITIONAL INSURED.**

- Automotive Liability - Minimum of \$1 million
- Workers Compensation/Employers Liability \* - Minimum of \$100,000.00  
Must be on Form C 105.2
- For Consultants Only – Must Provide Consultant Professional Liability  
\$1 million

**FOR FURTHER INFORMATION CALL  
CARLA PRIOLEAU  
995-2406**

- \* Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: [www.wcb.state.ny.us](http://www.wcb.state.ny.us) (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

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

Sent to:  
TB,TA,TC  
8/28  
KD

TEL: 914-277-3323  
FAX: 914-277-3960

TOWN CLERK'S OFFICE

**Town of Somers**

WESTCHESTER COUNTY, N.Y.

Town House  
335 Route 202  
Somers, N.Y. 10589

PATRICIA KALBA  
TOWN CLERK



**MEMO**

TO: Supervisor  
Town Board

FROM: Patricia Kalba, RMC  
Town Clerk

RE: Agreement for Boarding of Impounded Dogs

DATE: August 7, 2018

Attached please find an amended 2018 Agreement with South Salem Animal Hospital for the boarding of impounded dogs from the Town of Somers to be executed by the Supervisor. Please review the attached amendment and place on the next Town Board Agenda.

If there are any questions or concerns please do not hesitate to contact me.

/pk



**2018 REVISED Agreement with South Salem Animal Hospital**

AGREEMENT made this 1 day of July 2018, by and between the TOWN OF SOMERS, a municipal corporation with principal offices at 335 Route 202, Somers, New York (hereinafter referred to as the Town,) and South Salem Animal Hospital located at 1310 Route 35, South Salem, New York.

WITNESSETH;

WHEREAS, the Town is desirous of obtaining an agreement for the purpose of holding and sheltering of dogs in accordance with the provision of the NEW YORK STATE AGRICULTURE AND MARKET LAW and in accordance with the provisions of Chapter 86 of the Code of the Town of Somers.

WHEREAS, the Town is also desirous of assuring the necessary services for the maintenance of such pound or shelter; and

WHEREAS, the South Salem Animal Hospital is desirous of entering into such an agreement to provide the necessary premises containing such pound or shelter including the necessary services to maintain said pound or shelter;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, it is hereby agreed by and between the Town and South Salem Animal Hospital as follows:

1. The South Salem Animal Hospital shall maintain adequate facilities for sheltering impounded dogs.
2. The services to be provided by the South Salem Animal Hospital are as follows:

- A. To receive stray dogs found in Somers from the Dog Control Officer of the Town of Somers, Police agencies serving the Town of Somers, and anyone authorized by the Dog Control Officer, dogs to be received at reasonable hours.
  - B. To feed, water and otherwise care for all impounded dogs.
  - C. To administer such emergency veterinary care as may be required to preserve the life of the dog or to relieve it from extreme suffering. The cost of such emergency care shall not exceed the sum of \$ \$200.00 without prior telephone authorization from the Town Clerk or the Dog Control Officer.
  - D. To securely confine all impounded dogs at all times to insure their safety from other animals or from escape.
  - E. The South Salem Animal Hospital will not be liable for the loss of any dog through natural causes.
3. The Town will pay South Animal Hospital, in consideration of the boarding of impounded dogs and the accompanying services, the sum of THIRTY-SEVEN DOLLARS (\$37.00) for each twenty-four hours, or part thereof that a stray dog is boarded, for the year ending December 31, 2018, payable monthly, upon presentation of a signed claim form.
4. The Town will not be responsible for charges for any dog not brought in by the Dog Control Officer unless said Dog Control Officer is notified by the South Salem Animal Hospital within twenty-four hours.

5. The South Salem Animal Hospital agrees that it will not return any owned dog to the owner without permission from the Town Clerk or the Dog Control Officer.
6. This agreement shall commence on July 1, 2018 and shall terminate on July 1, 2019.
7. Either party may terminate this agreement without cause upon thirty days prior written notice to the other party.
8. Any dog brought in by the Dog Control Officer will receive a Bordetella intranasal vaccine and be charged \$30.50.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date first above written.

WITNESS

\_\_\_\_\_

TOWN OF SOMERS

By: \_\_\_\_\_  
Town Supervisor

WITNESS

Chloe Lafontaine

SOUTH SALEM ANIMAL HOSPITAL

By: John Hubsher  
Doctor Hubsher

Sent to:  
TB, TA, TC  
8/28  
KO

**Rick Morrissey**

---

**From:** Bob Kehoe  
**Sent:** Friday, August 10, 2018 10:30 AM  
**To:** Rick Morrissey  
**Subject:** FW: Engagement Letter - Town of Somers  
**Attachments:** T of somers Engage 18-22.pdf

Rick,

If you are OK with the attached engagement letter, we should put on an upcoming meeting agenda.

Fee schedule is on page 8. They are holding flat for 3 years and increasing by 2% for next two years.

We can always ask for a reduction as well.

Please let me know what you think.

Bob

---

**From:** Bob Kehoe  
**Sent:** Tuesday, July 10, 2018 11:45 AM  
**To:** Rick Morrissey  
**Subject:** FW: Engagement Letter - Town of Somers

FYI.

Bob

---

**From:** Lee Ryan [mailto:lryan@pkfod.com]  
**Sent:** Monday, July 09, 2018 3:09 PM  
**To:** Bob Kehoe  
**Cc:** Jeffrey C. Shaver  
**Subject:** Engagement Letter - Town of Somers

Attached is the engagement letter for the Town of Somers for the years ending December 31, 2018 through 2022. Please review and if you approve, please return a signed copy back to me. If you have any questions, please contact Jeffrey Shaver.

Thank you.  
Lee

---

Lee Ryan  
Administrative Assistant  
PKF O'Connor Davies, LLP

*Know Greater Value™*

500 Mamaroneck Avenue, Suite 301, Harrison, NY 10528  
T: 914.381.8900 | F: 914.381.8910 | D: 914.421.5619

Iryan@pkfod.com | www.pkfod.com



\*\*\*\*\*  
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All statements of opinion or advice directed via this e-mail to our clients are subject to the terms and conditions expressed in the governing client engagement letter. The content of this e-mail is not legally binding unless confirmed by letter. The sending of e-mails to us will not constitute compliance with any time limits or deadlines. PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.  
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\*\*\*\*\*

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July 9, 2018

Mr. Rick Morrissey, Town Supervisor  
& Members of the Town Board  
Town of Somers  
335 Route 202  
Somers, New York 10589

Dear Mr. Morrissey:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the Town of Somers ("the Entity").

Prior to the commencement of our audit(s) we may not know if an audit performed in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards ("Uniform Guidance") is required. Consequently this letter includes the words "if applicable" next to relevant single audit communication requirements.

#### **Audit objectives**

We will audit the Entity's statements of the governmental activities, each major fund and the aggregate remaining fund information and related notes to the financial statements, which collectively comprise the basic financial statements of the Entity as of and for the years ending December 31, 2018, 2019, 2020, 2021 and 2022 and issue our report thereon as soon as reasonably possible after completion of our work. We will also audit the financial statements of the Justice Court on the basis prescribed by New York State for the years then ended.

Accounting principles generally accepted in the United States of America ("US GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis to supplement the Entity's financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do

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not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Funding Progress – Other Post-Employment Benefits
- Schedules of Contributions and Proportionate Share of the Net Pension Liability

We have also been engaged to report on supplementary information other than the RSI that accompanies the Entity's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS and our auditors' report will provide an opinion on such information in relation to the financial statements as a whole:

- Combining and Individual Fund Financial Statements and Schedules
- Schedule of Expenditures of Federal Awards (if applicable)

We will conduct the audit in accordance with US GAAS, the standards for financial audits contained in Government Auditing Standards ("GAGAS") issued by the Comptroller General of the United States (if applicable), and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. The aforementioned standards require that we obtain reasonable, rather than absolute, assurance that the financial statements are free of material misstatement, whether caused by error or fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Entity's or to acts by management or employees acting on behalf of the Entity. Because the determination of abuse is subjective, GAGAS do not expect auditors to provide reasonable assurance of detecting abuse. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with US GAAS and GAGAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for the Uniform Guidance. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The objective of an audit is the expression of an opinion on whether these financial statements are presented fairly, in all material respects, in conformity with US GAAP and to report on the fairness of the supplementary information referred to in the preceding paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Uniform Guidance (if applicable).

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS.

Uniform Guidance (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the Entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs. The purpose of these procedures will be to express an opinion on the Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance. As required by Uniform Guidance, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

If our opinion on either the financial statements or the requirements of Uniform Guidance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion(s), we may decline to express an opinion or decline to issue a report as a result of the engagement.

In making our risk assessments, we consider internal control relevant to the Entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS (if applicable). An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control and other internal control related matters relevant to the audit of the financial statements that we have identified during the audit, as required by US GAAS, GAGAS and Uniform Guidance (if applicable).



The reports on internal control and compliance (if applicable) will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over financial reporting and compliance and Uniform Guidance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and, (d) various matters related to the Entity's accounting policies and financial statements.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

### **Management's responsibilities**

The financial statements and their fair presentation in accordance with US GAAP, including all informative disclosures, RSI and supplementary information, are the responsibility of the Entity's management. Management is also responsible for: (1) the selection and application of accounting policies; (2) the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge; (3) ensuring the Entity complies with the laws and regulations applicable to its activities; (4) making all financial records and related information available to us of which you are aware that is relevant to the preparation and fair presentation of the financial statements, as well as any additional information that we may request for the purpose of the audit; (5) providing us with unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence; and (6) adjusting the financial statements and supplementary information to correct material misstatements.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of Uniform Guidance (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards (if applicable), and related notes. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, and for accepting full responsibility for such decisions.

Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the RSI and supplementary information in accordance with US GAAP; (2) you believe the RSI and supplementary information, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RSI and supplementary information.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Entity received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan, if applicable.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Entity is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with US GAAP, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the Entity's internal control. You will also be required to acknowledge in the management representation letter, when applicable, our assistance with preparation of the financial statements and related schedules, RSI and the schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, aforementioned schedules and RSI, and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the Entity or, any elected official, member of management or employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

The financial statements are the property of the Entity and can be reproduced and distributed as management desires. You may wish to include our report on these financial statements in a registration statement proposed to be filed under the Securities Act of 1933 or in some other securities offering. You agree that reference to our Firm will not be included in any such offering without our prior permission or consent. Any agreement to perform work in connection with an offering, including an agreement to provide permission or consent, will be a separate engagement.

If you do not engage us for this service, the following paragraph must be included in the offering statement – "PKF O'Connor Davies, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. PKF O'Connor Davies, LLP also has not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations. However, we do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee the non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

### **Electronic and other communication**

During the course of the engagement, we may communicate with you or with Entity personnel via fax or e-mail. You should be aware that communication in those media may be unsafe to use and contains a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

### **Access to working papers**

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

- (1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.
- (2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the State Education Department. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

## Fees and billing

The components of our fee the years ending December 31, are detailed below:

	<u>2018*</u>	<u>2019*</u>	<u>2020*</u>	<u>2021</u>	<u>2022</u>
Basic fee, including conversion of fund level to government-wide GASB 34, including Town Justice Court	<u>\$ 49,800</u>	<u>\$ 49,800</u>	<u>\$ 49,800</u>	<u>\$ 50,750</u>	<u>\$ 51,750</u>

**\* In recognition of our longstanding relationship with the Town, we are keeping the basic fee component for the audit of the Town's December 31, 2018, 2019 and 2020 financial statements flat.**

In the event that the event that the Town has more than one Federal program audit compliance requirement in the fiscal year, the fee for each additional program would be \$3,000 per program per fiscal year.

The fee is based on anticipated cooperation from your personnel, audit condition of the books and records and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our fees for these services are due and payable under the payment schedule which follows. Invoices for additional amounts that may be incurred for these and other services will be rendered as such work progresses and are payable upon presentation.

<u>Payments will be due</u>	<u>Percentage</u>
Upon completion of our audit field work	75%
Upon submission of the draft report and management letter	<u>25%</u>
	<u>100%</u>

Our hourly rates for any additional services for the initial year of the engagement are detailed below.

<u>Hourly Rate for Professional Services</u>		
*	Senior Partner	\$ 300
**	Partner	290
**	Senior Manager	230
**	Manager	200
**	Supervisor	175
**	Senior Accountant	155
**	Staff Accountant	135

\* Represents a discount from standard rate of \$395

\*\* Represents a 20% discount from standard rates

**Dispute resolution**

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

**Confirmation and other**

Jeffrey Shaver is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

GAGAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement for each year ends on delivery of our audit report covering that year. Requests for services other than those included in this engagement letter will be agreed upon separately.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the applicable cognizant agency. If we are aware that a federal awarding agency or the Entity is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,

*PKF O'Connor Davies, LLP*  
PKF O'Connor Davies, LLP

Enc.

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

**TOWN OF SOMERS, NEW YORK**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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\* \* \*



## **Report on the Firm's System of Quality Control**

June 14, 2017

To the Partners of PKF O'Connor Davies, LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP (the firm) in effect for the year ended December 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Davies Kaplan, CPA, P.C.  
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### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations SOC 1 and SOC 2 engagements.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of PKF O'Connor Davies LLP in effect for the year ended December 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. PKF O'Connor Davies LLP has received a peer review rating of *pass*.

*David Kaplan, CPA, P.C.*

DAVID KAPLAN, CPA, P.C.

David Kaplan, CPA, P.C.  
Certified Public Accountant

Sent to:  
TB, TA, TC  
9/30/18  
KD

**Rick Morrissey**

---

**From:** Syrette Dym  
**Sent:** Thursday, August 30, 2018 12:14 PM  
**To:** Kim DeLucia  
**Cc:** Rick Morrissey; Tom Tooma  
**Subject:** Elephant Hotel Preserve New York Technical Assistance (TAG) Grant  
**Attachments:** Letter of Commitment08-30-18.docx; Town Board Support Letter 2018.docx; Draft Town Board Resolution of Commitment8-30-18.docx

Kim and Rick – Attached are three items related to the Preserve New York Grant for the Elephant Hotel. The grant will provide funding for studying the condition of the basement of the hotel building as the first step in seeking other grant funding for needed repairs and a fuller update for a building condition survey. Tom Tooma has been spearheading this effort. The grant is for \$3,000 and the Town matching required is \$500.

Each of the above attached items needs to be voted on by the Town Board at its meeting of September 6, 2018:

1. Town Board Resolution of Commitment
2. Town Board Letter of commitment associated with Resolution
3. Town Board Letter of Support.

Syrette Dym, AICP  
Director of Planning  
Town of Somers  
335 Route 202  
Somers, NY 10589

914-277-5366 (phone)  
914-277-4093 (fax)  
[sdym@somersny.com](mailto:sdym@somersny.com)  
[www.somersny.com](http://www.somersny.com)

**RESOLUTION**

**September 6, 2018**

**A RESOLUTION TO COMMIT TO PROVIDE THE LOCAL  
SHARE OF THE COST REGARDING NYS COUNCIL ON THE ARTS/PRESERVATION  
LEAGUE OF NYS TAG PROGRAM PROJECT**

**RESOLVED**, that the Town of Somers Board of Trustees does hereby authorize an application to be made for funds not to exceed the amount of \$3000 from the Technical Assistance Grant (TAG) Program administered by the Preservation League of New York State regarding the professional assessment of the condition of the basement brickwork of the Elephant Hotel, a National Historical Landmark. The Town of Somers commits to providing the required \$500 match through its General Fund. The Town Board also authorizes the Supervisor to execute the same.

September 6, 2018

Frances Gubler, Manager of Technical and Grant Programs  
Preservation League of New York State  
44 Central Avenue  
Albany, New York 12206

Dear Ms. Gubler,

The Town of Somers is committed to moving forward with preservation of National Historic Landmark, the Elephant Hotel, beginning with our application for Technical Assistance Grant (TAG) Program funds administered by the Preservation League of New York State not to exceed the amount of \$3000 to conduct a professional assessment of the condition of the basement brickwork of the building.

This letter is to confirm that the Town of Somers is ready and able to assume its share of the project. The Town is pledging the required financial match of \$500, which will come from the General Fund.

If you need additional information, you can reach Syrette Dym, Town Planner at (914) 277-5366 or by email at [sdym@somersny.com](mailto:sdym@somersny.com)

Sincerely,

Rick Morrissey  
Supervisor

TOWN BOARD

**Town of Somers**

WESTCHESTER COUNTY, N.Y.

Supervisor  
RICK MORRISSEY

Town Council  
THOMAS A. GARRITY, JR.  
ANTHONY J. CIRIECO  
RICHARD G. CLINCHY  
WILLIAM FAULKNER

Town Clerk  
PATRICIA KALBA

SOMERS TOWN HOUSE  
335 ROUTE 202  
SOMERS, NY 10589  
(914) 277-3637  
(914) 277-3323  
FAX (914) 276-0082



September 6, 2018

2018 Technical Assistance Grant (TAG) Application  
from the Preservation League of New York State

To Whom It May Concern:

The Somers Town Board fully supports the pursuit to seek funding from the 2016 Technical Assistance Grant in order to conduct a building conditions survey of the basement of the Elephant Hotel.

Since 1927, the center of Town government is the Elephant Hotel, which houses the offices of the Supervisor, Finance, Departments of Planning and Engineering, Town Court, Town Clerk and Receiver of Taxes. The third floor of the building houses offices of the Town Historian, Historical Society and the Historical Society's Circus Museum.

Improvements to the Elephant Hotel will help preserve the Town's most important and historical building. The Elephant Hotel is nationally significant for its association with American circus history. On April 5, 2005, the Elephant Hotel was designated a National Historic Landmark, recognizing it as the oldest existing building of significance in the development of the American Circus. The Elephant Hotel is of great importance to the community and is the focal point of Town activity housing many Town offices available to the public. Many Town boards, committees and departments hold meetings in the large meeting room of the hotel. Some community groups and organizations also use the building for meetings and special events. Boy Scouts and Girl Scouts schedule visits to learn about the building and the importance of government. Visitors come by weekly to explore the circus museum on the third floor and the pictures of the hotel.

The Elephant Hotel plays a significant role in the Town government and its community. Please feel free to contact my office should you have any questions or require further information.

Sincerely,

Rick Morrissey  
Supervisor

Sent to:  
TB, TA, TC  
2/30/18  
KD Kim DeLucia

**From:** Syrette Dym  
**Sent:** Wednesday, August 29, 2018 4:10 PM  
**To:** Kim DeLucia  
**Cc:** Rick Morrissey; Tom Chiaverini; Cathy Disisto; Patricia Kalba  
**Subject:** Solar Panels Grant on Highway Garage  
**Attachments:** Updated Grant Disbursement Agreement Docs. 08-30-18.pdf; Final BID Documents 08-30-18.pdf

Kim – Attached are the two items relative to the Solar Panels on the Highway Garage SAM grant that I requested be put on the Town Board agenda for September 6.

1. Grant Disbursement Agreement Document – Needs Authorization by Town Board for Rick to Execute the agreement on page 11 with DASNY
2. BID Document – Need authorization from Town Board to issue request for BID's from qualified solar providers for installation of solar panels on highway garage.

Syrette Dym, AICP  
Director of Planning  
Town of Somers  
335 Route 202  
Somers, NY 10589

914-277-5366 (phone)  
914-277-4093 (fax)  
[sdym@somersny.com](mailto:sdym@somersny.com)  
[www.somersny.com](http://www.somersny.com)

This **GRANT DISBURSEMENT AGREEMENT** includes  
all exhibits and attachments hereto and is made on the terms and by the parties listed below  
and relates to the Project described below:

---

**DORMITORY AUTHORITY OF THE STATE OF  
NEW YORK ("DASNY"):**

515 Broadway  
Albany, New York 12207  
Contact: Sara Richards, Esq.  
Phone: (518) 257-3177  
Fax: (518) 257-3475  
E-mail: grants@dasny.org

---

**THE GRANTEE:**

Town of Somers  
335 Route 202  
Somers, NY 10589  
Contact: Ms. Syrette Dym, AICP  
  
Phone: (914) 277-5366  
Fax: (914) 277-4093

---

**THE PROJECT:**

Installation of Solar Panels on the Highway  
Garage

---

**PROJECT LOCATION:**

Town of Somers Highway Garage- 250  
Route 100

**GRANT AMOUNT:**

\$100,000

**FUNDING SOURCE:**

State and Municipal Facilities Program  
("SAM")

---

For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT  
INFORMATION SHEET DATE:**

04/17/17

**DATE GDA SENT TO GRANTEE:**

05/09/18

**DATE AGREEMENT SIGNED BY GRANTEE:**

**DATE AGREEMENT SIGNED BY DASNY:**

**EXPIRATION DATE OF THIS AGREEMENT:**

**PROJECT ID #:** 8076  
**FMS#:** 143046  
**GranteeID:** 1032  
**GrantID:** 9186

## TERMS AND CONDITIONS

### 1. The Project

The Project description, including tasks and a timeline with respect thereto, is set forth in Exhibit A. The Grantee will perform the tasks on the schedule and as described in Exhibit A to this Agreement.

### 2. Project Budget and Use of Funds

- a) The Grantee will undertake the Project in accordance with the overall Project budget, which includes the Grant funds, as set forth in Exhibit A to this Agreement. The Grant will be applied only to Eligible Expenses, which are separately identified, as described in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
  - (i) the acquisition, construction, demolition, or replacement of a fixed asset or assets;
  - (ii) the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
  - (iii) the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

### 3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

### 4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:



- (a) DASNY has received a description of the Project, budget and timeline in the form of Exhibit A, and an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit B; and
- (b) The requirements of the SAM Program have been met; and
- (c) The monies required to fund the Grant have been received by DASNY; and
- (d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- (e) The Grantee certifies that it is in compliance with the provisions of the SAM and this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- (f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway ([www.grantsreform.ny.gov](http://www.grantsreform.ny.gov)) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

#### 5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- (a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or
- (b) Payment on Invoice:
  - (1) DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.

- (2) The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph (b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.
- (3) The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
- (4) Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
- (5) DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).
- (c) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- (d) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.
- (e) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- (a) The Grant shall be used solely for Eligible Expenses in accordance with the terms and conditions of this Agreement.
- (b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- (c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- (d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- (e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- (f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- (g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- (h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.

- (i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.
- (j) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.
- (k) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway ([www.grantsreform.ny.gov](http://www.grantsreform.ny.gov)).
- (l) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- (m) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- (n) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- (o) The Grant shall not be used in any manner for any of the following purposes:
  - (i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
  - (ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
  - (iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or

the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- (iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- (p) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (q) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- (r) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the

Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.

- (s) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- (t) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.
- (u) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

## 9. Default and Remedies

- (a) Each of the following shall constitute a default by the Grantee under this Agreement:
  - (i) Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
  - (ii) Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
  - (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
  - (iv) The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be

adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

- (v) An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
  - (vi) The Grantee abandons the Project prior to its completion.
  - (vii) The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.
  - (viii) Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.
- (b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
  - (c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

#### 10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

#### 11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

#### 12. Survival of Provisions

The provisions of Sections 3, 7, 8(n), 8(o) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.



Town of Somers  
Installation of Solar Panels on the Highway Garage  
Project ID 8076

This agreement is entered into as of the latest date written below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
(Printed Name)

Date:

GRANTEE: TOWN OF SOMERS

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

Date:

## **GRANT DISBURSEMENT AGREEMENT**

### **EXHIBITS**

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

**Town of Somers  
Installation of Solar Panels on the Highway Garage  
Project ID 8076**

\* Please note that the tasks set forth in this column must be those for which reimbursement or payment on invoice will be sought. Please ensure that the task list is complete and includes all the tasks for which you will be submitting requisitions. The failure to do so may delay payment

**Town of Somers  
Installation of Solar Panels on the Highway Garage  
Project ID 8076**

\* Please note that the tasks set forth in this column must be those for which reimbursement or payment on invoice will be sought. Please ensure that the task list is complete and includes all the tasks for which you will be submitting requisitions. The failure to do so may delay payment.

## EXHIBIT B: Opinion of Counsel

[Letterhead of Counsel to the Grantee]

[Date]

DASNY  
515 Broadway  
Albany, New York 12207

Attn: Michael E. Cusack, General Counsel

*Re: State and Municipal Facilities Program ("SAM") Grant  
Installation of Solar Panels on the Highway Garage  
Project ID 8076*

Ladies and Gentlemen:

I have acted as counsel to Town of Somers (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee, executed by the Grantee on ***[Insert date Agreement executed by Grantee]*** (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York [or, is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York] and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and
2. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

Very truly yours,

## EXHIBIT C: Grantee Questionnaire



DASNY

SAM  
TH  
#8076

**Grant Programs**  
**Grantee Questionnaire**

**THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL  
PROCESS YOUR GRANT APPLICATION**

If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please attach a signed and notarized Affidavit of No Change Form along with your most recent copy of the previously submitted Grantee Questionnaire. The Form is attached to the back of this document.

**SECTION I: GENERAL INFORMATION**

1. GRANTEE (LEGALLY INC. NAME): Town of Somers
2. FEDERAL EMPLOYER ID NO. (FEIN): 13-6007329
3. D/B/A – DOING BUSINESS AS (IF APPLICABLE): \_\_\_\_\_  
COUNTY FILED: \_\_\_\_\_
4. WEBSITE ADDRESS (IF APPLICABLE): \_\_\_\_\_
5. BUSINESS E-MAIL ADDRESS: rmorrissey@somersny.com
6. PRINCIPAL PLACE OF BUSINESS ADDRESS: 335 Route 202 Somers, NY 10589
7. TELEPHONE NUMBER: 914-277-3637 7. FAX NUMBER: 914-276-0082
8. DOES THE GRANTEE USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-4 ABOVE?  
☐ YES ☒ NO

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such entity on a separate piece of paper and attach to this questionnaire.

9. AUTHORIZED CONTACT:  
NAME: Rick Morrissey  
TITLE: Supervisor  
TELEPHONE NUMBER: 914-277-3637 FAX NUMBER: 914-276-0082  
E-MAIL: rmorrissey@somersny.com
10. HOW MANY YEARS HAS THIS GRANTEE BEEN IN BUSINESS? NA

See  
attached



**DASNY**

**Grant Programs  
Grantee Questionnaire**

**THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL  
PROCESS YOUR GRANT APPLICATION**

If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please attach a signed and notarized Affidavit of No Change Form along with your most recent copy of the previously submitted Grantee Questionnaire. The Form is attached to the back of this document.

**SECTION I: GENERAL INFORMATION**

1. GRANTEE (LEGALLY INC. NAME): Town of Somers
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COUNTY FILED: \_\_\_\_\_
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8. DOES THE GRANTEE USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-4 ABOVE?  
☐ YES ☒ NO

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such entity on a separate piece of paper and attach to this questionnaire.

9. AUTHORIZED CONTACT:  
NAME: Rick Morrissey  
TITLE: Supervisor  
TELEPHONE NUMBER: 914-277-3637 FAX NUMBER: 914-276-0082  
E-MAIL: rmorrissey@somersny.com
10. HOW MANY YEARS HAS THIS GRANTEE BEEN IN BUSINESS? Incorporated 1788



Grantee FEIN: 13-6007329

11. TYPE OF BUSINESS (PLEASE CHECK APPROPRIATE BOX):

- a) ☐ BUSINESS CORPORATION
- b) ☐ PUBLIC RESEARCH INSTITUTION
- c) ☐ ACADEMIC RESEARCH INSTITUTION
- d) ☐ NOT-FOR-PROFIT RESEARCH INSTITUTION
- e) ☐ NOT-FOR-PROFIT CORPORATION CREATED ON BEHALF OF  
A PUBLIC, NOT-FOR-PROFIT PRIVATE OR ACADEMIC RESEARCH INSTITUTION
- f) ☐ NOT-FOR-PROFIT CORPORATION CHARITIES REGISTRATION NUMBER: \_\_\_\_\_
- g) ☐ LOCAL DEVELOPMENT CORPORATION OR INDUSTRIAL DEVELOPMENT AGENCY
- h) ☒ MUNICIPALITY
- i) ☐ UNIVERSITY/EDUCATIONAL ORGANIZATION
- j) ☐ OTHER - SPECIFY

12. PLEASE INDICATE WHETHER YOU BELIEVE THAT ANY OF THE INFORMATION SUPPLIED HEREIN IS  
CONFIDENTIAL AND SHOULD BE EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION LAW:  
☐ YES ☒ NO

IF YOU CHECKED "YES" YOU MUST IDENTIFY THE INFORMATION YOU FEEL IS CONFIDENTIAL BY  
PLACING AN ASTERISK IN FRONT OF THE APPROPRIATE QUESTION NUMBER(S) AND YOU ARE  
REQUESTED TO ATTACH AN ADDITIONAL SHEET(S) UPON WHICH THE BASIS FOR SUCH CLAIM(S) IS  
EXPLAINED.

YOU MAY ALSO REQUEST THAT THE CONFIDENTIAL DOCUMENTATION BE REVIEWED AND RETURNED  
TO YOU AND NOT RETAINED BY THE AUTHORITY. PLEASE BE ADVISED, HOWEVER, THAT THE  
AUTHORITY MUST COMPLY IN ALL RESPECTS WITH THE FREEDOM OF INFORMATION LAW.

## **SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE**

### **A. DEFINITIONS**

AS USED HEREIN IN THIS *GRANT PROGRAMS* GRANTEE QUESTIONNAIRE:

1. "AFFILIATE" MEANS ANY PERSON OR ENTITY THAT DIRECTLY OR INDIRECTLY CONTROLS OR IS CONTROLLED BY OR IS UNDER COMMON CONTROL OR OWNERSHIP WITH THE GRANTEE.
2. "GRANTEE" MEANS THE PARTY OR PARTIES RECEIVING FUNDS PURSUANT TO THE TERMS OF A GRANT DISBURSEMENT AGREEMENT ("GDA") TO BE ENTERED INTO BETWEEN THE GRANTEE AND DASNY OR THEIR EMPLOYEES AND AFFILIATES.
3. "GRANT-FUNDED PROJECT" MEANS THE WORK THAT WILL BE FULLY OR PARTIALLY PAID FOR WITH THE PROCEEDS OF THE GRANT, AS DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND THE GDA, AND INCLUDES, BUT IS NOT LIMITED TO, ARCHITECTURAL, ENGINEERING AND OTHER PRELIMINARY PLANNING COSTS, CONSTRUCTION, FURNISHINGS AND EQUIPMENT.
4. "RELATED PARTY" MEANS: (I) THE PARTY'S SPOUSE, (II) NATURAL OR ADOPTED DESCENDANTS OR STEP-CHILDREN OF THE PARTY OR OF THE SPOUSE, (III) ANY NATURAL OR ADOPTED PARENT OR STEP-PARENT OR ANY NATURAL, ADOPTED, OR STEP-SIBLING OF THE PARTY OR OF THE SPOUSE, (IV) THE SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, FATHER-IN-LAW OR MOTHER-IN-LAW OF THE PARTY OR OF THE SPOUSE, (V) ANY PERSON SHARING THE HOME OF ANY OF THE PARTY OR OF THE SPOUSE, (VI) ANY PERSON WHO HAS BEEN A STAFF MEMBER, EMPLOYEE, DIRECTOR, OFFICER OR AGENT OF THE PARTY WITHIN TWO (2) YEARS OF THE DATE OF THIS GRANTEE QUESTIONNAIRE, AND (VII) AFFILIATES OR SUBCONTRACTORS OF THE PARTY.
5. "SPONSORING MEMBER(S)" MEANS THE ASSEMBLY MEMBER OR STATE SENATOR WHO SPONSORED, ARRANGED FOR AND/OR PROCURED THE GRANT. IN ADDITION, "SPONSORING MEMBER(S)" SHALL INCLUDE THE GOVERNOR WHEN APPROPRIATE AS LISTED HEREIN.

### **B. GRANT AWARD**

1. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES PAID ANY THIRD PARTY OR AGENT, EITHER DIRECTLY OR INDIRECTLY, TO AID IN THE SECURING OF THIS GRANT? ☐ YES ☒ NO

IF ANSWER IS "YES", PLEASE EXPLAIN:

2. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES AGREED TO SELECT SPECIFIC CONSULTANTS, CONTRACTORS, SUPPLIERS OR VENDORS TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT-FUNDED PROJECT AS A CONDITION OF RECEIVING THE GRANT? ☐ YES ☒ NO

IF ANSWER IS "YES", PLEASE EXPLAIN:

3. WILL ALL CONSULTANTS, CONTRACTORS, SUPPLIERS AND VENDORS SELECTED TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT FUNDED PROJECT BE CHOSEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTERESTS POLICY, OR IF CONSULTANTS, SUPPLIERS AND VENDORS RETAINED IN CONNECTION WITH THE GRANT FUNDED PROJECT HAVE ALREADY BEEN SELECTED, WAS THE SELECTION UNDERTAKEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTEREST POLICY? ☒ YES ☐ NO

IF GRANTEE'S GOVERNING BOARD HAS NOT ADOPTED A CONFLICT OF INTERESTS POLICY, PLEASE STATE NONE. \_\_\_\_\_

IF ANSWER IS "NO", PLEASE EXPLAIN:

4. DOES THE SPONSORING MEMBER(S) OR ANY RELATED PARTIES TO SPONSORING MEMBER(S) HAVE ANY FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE GRANTEE OR IN ANY OF THE GRANTEE'S EQUITY OWNERS, OR WILL THE SPONSORING MEMBERS OR ANY RELATED PARTIES TO SPONSORING MEMBERS RECEIVE ANY FINANCIAL BENEFIT, EITHER DIRECTLY OR INDIRECTLY, FROM THE PROJECT FUNDED IN WHOLE OR IN PART WITH GRANT PROCEEDS? ☐ YES ☒ NO

IF THE ANSWER IS "YES", PLEASE PROVIDE DETAILS IN SEPARATE APPENDIX ATTACHED TO THIS CERTIFICATION.

### SECTION III: DUE DILIGENCE QUESTIONS

1. DOES THE GRANTEE POSSESS ALL CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS ISSUED BY ANY LOCAL, STATE, OR FEDERAL GOVERNMENTAL ENTITY IN CONNECTION WITH THE PROJECT, GRANTEE'S SERVICES, OPERATIONS, BUSINESS, OR ABILITY TO CONDUCT ITS ACTIVITIES? PLEASE NOTE THIS DOES NOT INCLUDE CONSTRUCTION RELATED ACTIVITIES SUCH AS BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.

☐ YES ☒ NO

IF THE ANSWER IS "NO", PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS THAT ARE REQUIRED AND THE DATE(S) THAT SUCH CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATION IS EXPECTED.

2. ON A SEPARATE DOCUMENT ATTACHED HERETO, LIST ALL CONTRACTS THE GRANTEE HAS ENTERED INTO WITH ANY NEW YORK STATE AGENCY, PUBLIC AUTHORITY, OR OTHER QUASI-STATE ENTITY, IN THE PAST FIVE (5) YEARS. PLEASE LIST THE NAME, ADDRESS AND CONTACT PERSON FOR THE CONTRACTING ENTITY, AS WELL AS THE CONTRACT EFFECTIVE DATES. ALSO PROVIDE STATE CONTRACT IDENTIFICATION NUMBER, IF KNOWN. ☐ N/A *see attached*

3. ON A SEPARATE DOCUMENT ATTACHED HERETO, LIST ALL GRANTS RECEIVED FROM FEDERAL, STATE, AND LOCAL ENTITIES TO FUND ALL OR A PORTION OF ANY COMPONENT OF THE PROJECT WITHIN THE PAST 5 YEARS. ☒ N/A

4. WITHIN THE PAST FIVE (5) YEARS, HAS THE GRANTEE, ANY PRINCIPAL, OWNER, DIRECTOR, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), RELATED COMPANY OR AFFILIATE BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

(a) A JUDGMENT OR CONVICTION FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT LAW? ☐ YES ☒ NO

(b) BEEN SUSPENDED, DEBARRED OR TERMINATED BY A LOCAL, STATE OR FEDERAL AUTHORITY IN CONNECTION WITH A CONTRACT OR CONTRACTING PROCESS? ☐ YES ☒ NO

(c) BEEN DENIED AN AWARD OF A LOCAL, STATE OR FEDERAL GOVERNMENT CONTRACT, HAD A CONTRACT SUSPENDED OR HAD A CONTRACT TERMINATED FOR NON-RESPONSIBILITY? ☐ YES ☒ NO

(d) HAD A LOCAL, STATE, OR FEDERAL GOVERNMENT CONTRACT SUSPENDED OR TERMINATED FOR CAUSE PRIOR TO THE COMPLETION OF THE TERM OF THE CONTRACT? ☐ YES ☒ NO

(e) A CRIMINAL INVESTIGATION OR INDICTMENT FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT? ☐ YES ☒ NO

(f) AN INVESTIGATION FOR A CIVIL VIOLATION FOR ANY BUSINESS RELATED CONDUCT BY ANY FEDERAL, STATE OR LOCAL AGENCY? ☐ YES ☒ NO

- (g) AN UNSATISFIED JUDGMENT, INJUNCTION OR LIEN FOR ANY BUSINESS RELATED CONDUCT OBTAINED BY ANY FEDERAL STATE OR LOCAL GOVERNMENT AGENCY INCLUDING, BUT NOT LIMITED TO, JUDGMENTS BASED ON TAXES OWED AND FINES AND PENALTIES ASSESSED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENT AGENCY? ☐ YES ☒ NO
- (h) A GRANT OF IMMUNITY FOR ANY BUSINESS-RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL LAW INCLUDING, BUT NOT LIMITED TO ANY CRIME RELATED TO TRUTHFULNESS AND/OR BUSINESS CONDUCT? ☐ YES ☒ NO
- (i) AN ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE OR RESTITUTION IN CONNECTION WITH ANY FEDERAL, STATE OR LOCAL CONTRACT OR LEASE? ☐ YES ☒ NO
- (j) THE WITHDRAWAL, TERMINATION OR SUSPENSION OF ANY GRANT OR OTHER FINANCIAL SUPPORT BY ANY FEDERAL, STATE, OR LOCAL AGENCY, ORGANIZATION OR FOUNDATION? ☐ YES ☒ NO
- (k) A SUSPENSION OR REVOCATION OF ANY BUSINESS OR PROFESSIONAL LICENSE HELD BY THE GRANTEE, A CURRENT OR FORMER PRINCIPAL, DIRECTOR, OR OFFICER OF THE GRANTEE, OR ANY MEMBER OF THE ANY CURRENT OR FORMER STAFF OF THE GRANTEE? ☐ YES ☒ NO
- (l) A SANCTION IMPOSED AS A RESULT OF JUDICIAL OR ADMINISTRATIVE PROCEEDINGS RELATIVE TO ANY BUSINESS OR PROFESSIONAL LICENSE? ☐ YES ☒ NO
- (m) A CONSENT ORDER WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, OR A FEDERAL, STATE OR LOCAL GOVERNMENT ENFORCEMENT DETERMINATION INVOLVING A VIOLATION OF FEDERAL, STATE OR LOCAL LAWS? ☐ YES ☒ NO
- (n) A CITATION, NOTICE, VIOLATION ORDER, PENDING ADMINISTRATIVE HEARING OR PROCEEDING OR DETERMINATION FOR VIOLATIONS OF:
- FEDERAL, STATE OR LOCAL HEALTH LAWS, RULES OR REGULATIONS ☐ YES ☒ NO
  - UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION ☐ YES ☒ NO
  - COVERAGE OR CLAIM REQUIREMENTS ☐ YES ☒ NO
  - ERISA (EMPLOYEE RETIREMENT INCOME SECURITY ACT) ☐ YES ☒ NO
  - FEDERAL, STATE OR LOCAL HUMAN RIGHTS LAWS ☐ YES ☒ NO
  - FEDERAL INS (IMMIGRATION AND NATURALIZATION SERVICE) AND ALIENAGE LAWS, SHERMAN ACT OR OTHER FEDERAL ANTI-TRUST LAWS ☐ YES ☒ NO
  - A FEDERAL, STATE, OR LOCAL DETERMINATION OF A WILLFUL VIOLATION OF ANY PUBLIC WORKS OR LABOR LAW OR REGULATION? ☐ YES ☒ NO
  - AN OCCUPATIONAL SAFETY AND HEALTH ACT CITATION AND NOTIFICATION OF PENALTY CONTAINING A VIOLATION CLASSIFIED AS SERIOUS OR WILLFUL? ☐ YES ☒ NO

FOR EACH YES ANSWER TO QUESTIONS 4 A-N, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

5. DURING THE PAST THREE (3) YEARS, HAS THE GRANTEE FAILED TO:

(a-1) FILE ANY RETURNS, INCLUDING, IF APPLICABLE, FEDERAL FORM 990, WITH ANY FEDERAL, STATE OR LOCAL GOVERNMENT ENTITY? ☐ YES ☒ NO

IF YES, IDENTIFY THE RETURN THAT WAS NOT FILED, THE TYPE OF FORM, THE YEAR(S) IN WHICH THE REQUIRED RETURN WAS NOT FILED, AND THE REASON WHY THE RETURN WAS NOT FILED: \_\_\_\_\_

(a-2) PAY ANY APPLICABLE FEDERAL, STATE, OR LOCAL GOVERNMENT TAXES? ☐ YES ☒ NO

IF YES, IDENTIFY THE TAXING JURISDICTION, TYPE OF TAX, LIABILITY YEAR(S) AND TAX LIABILITY AMOUNT THE GRANTEE FAILED TO PAY AND THE CURRENT STATUS OF THE LIABILITY. \_\_\_\_\_

(b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE? ☐ YES ☒ NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE/PAY THE INSURANCE AND THE CURRENT STATUS OF THE LIABILITY: \_\_\_\_\_

(c) FILE DOCUMENTATION REQUESTED BY ANY REGULATING ENTITY SET FORTH IN SECTION III, QUESTION 1 ABOVE, WITH THE ATTORNEY GENERAL OF THE STATE OF NEW YORK, OR WITH ANY OTHER LOCAL, STATE, OR FEDERAL ENTITY THAT HAS MADE A FORMAL REQUEST FOR INFORMATION? ☐ YES ☒ NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE THE REQUESTED INFORMATION AND THE CURRENT STATUS OF THE MATTER: \_\_\_\_\_

6. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING? ☐ YES ☒ NO

IF YES, INDICATE IF THIS IS APPLICABLE TO THE SUBMITTING GRANTEE OR ONE OF ITS AFFILIATES:

IF IT IS AN AFFILIATE, RELATED ORGANIZATION OR ENTITY, INCLUDE THE AFFILIATE'S NAME AND FEIN: \_\_\_\_\_

PROVIDE THE COURT NAME, ADDRESS AND DOCKET NUMBER: \_\_\_\_\_

INDICATE IF THE PROCEEDINGS HAVE BEEN INITIATED, REMAIN PENDING OR HAVE BEEN CLOSED: \_\_\_\_\_

IF CLOSED, PROVIDE THE DATE CLOSED: \_\_\_\_\_

7. DOES GRANTEE HAVE THE FINANCIAL RESOURCES (IN EXCESS OF THE GRANT) TO FULFILL THE REQUIREMENTS OF THE PROJECT DESCRIBED IN THE PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET? ☒ YES ☐ NO ☐ N/A, PROJECT IS FULLY FUNDED BY GRANT.

IF YES, PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE SOURCE(S) OF THE ADDITIONAL FUNDS NECESSARY TO COMPLETE THE PROJECT, THE TIMING OF THE AVAILABILITY OF THE FUNDING, AND A CONTACT PERSON FOR EACH SOURCE. PLEASE BE ADVISED THAT DASNY MAY CONTACT ONE OR MORE OF THE LISTED SOURCES TO VERIFY FUNDING AVAILABILITY.

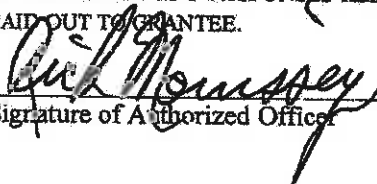
IF NO, INDICATE HOW THE GRANTEE WILL FULFILL THE REQUIREMENTS OF THE PROJECT DESCRIBED IN THE PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET AND THE TERMS OF THE GRANT DISBURSEMENT AGREEMENT.

## CERTIFICATION

THE GRANTEE CERTIFIES THAT ALL FUNDS THAT WILL BE EXPENDED PURSUANT TO THE TERMS OF THE GDA TO BE ENTERED INTO BETWEEN DASNY AND THE GRANTEE ARE TO BE USED SOLELY AND DIRECTLY FOR THE PUBLIC PURPOSE OR PUBLIC PURPOSES DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND GDA. THE GRANTEE FURTHER CERTIFIES THAT ALL SUCH FUNDS WILL BE USED SOLELY IN THE MANNER DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET, AND GDA. THE GRANTEE FURTHER CERTIFIES THAT IT WILL UTILIZE THE REAL PROPERTY, EQUIPMENT, FURNISHINGS, AND OTHER CAPITAL COSTS PAID FOR WITH GRANT PROCEEDS UNTIL SUCH TIME AS THE GRANTEE REASONABLY DETERMINES THAT SUCH REAL PROPERTY, EQUIPMENT, FURNISHINGS AND OTHER CAPITAL COSTS ARE NO LONGER REASONABLY NECESSARY OR USEFUL TO FURTHER THE PUBLIC PURPOSE FOR WHICH THE GRANT WAS MADE.

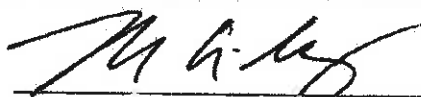
THE UNDERSIGNED RECOGNIZES THAT THIS QUESTIONNAIRE IS SUBMITTED FOR THE EXPRESS PURPOSE OF INDUCING DASNY TO MAKE PAYMENT TO THE GRANTEE FOR SERVICES RENDERED BY THE UNDERSIGNED AND THAT DASNY MAY IN ITS DISCRETION, BY MEANS WHICH IT MAY CHOOSE, DETERMINE THE TRUTH AND ACCURACY OF ALL STATEMENTS MADE HEREIN. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT INTENTIONAL SUBMISSION OF FALSE OR MISLEADING INFORMATION MAY CONSTITUTE A FELONY UNDER PENAL LAW SECTION 210.40 OR A MISDEMEANOR UNDER PENAL LAW SECTION 210.35 OR SECTION 210.45, AND MAY ALSO BE PUNISHABLE BY A FINE OF UP TO \$10,000 OR IMPRISONMENT OF UP TO FIVE YEARS UNDER 18 U.S.C. SECTION 1001; AND STATES THAT THE INFORMATION SUBMITTED IN THIS QUESTIONNAIRE AND ANY ATTACHED PAGES IS TRUE, ACCURATE AND COMPLETE.

THE UNDERSIGNED ALSO CERTIFIES THAT S/HE HAS NOT ALTERED THE CONTENT OF THE QUESTIONS IN THE QUESTIONNAIRE IN ANY MANNER; HAS READ AND UNDERSTANDS ALL OF THE ITEMS CONTAINED IN THE QUESTIONNAIRE AND ANY ATTACHED PAGES; HAS SUPPLIED FULL AND COMPLETE RESPONSES TO EACH ITEM THEREIN TO THE BEST OF HIS/HER KNOWLEDGE, INFORMATION AND BELIEF; IS KNOWLEDGEABLE ABOUT THE SUBMITTING GRANTEE'S BUSINESS AND OPERATIONS; UNDERSTANDS THAT DASNY WILL RELY ON THE INFORMATION SUPPLIED IN THIS QUESTIONNAIRE WHEN ENTERING INTO A CONTRACT WITH THE GRANTEE; AND IS UNDER DUTY TO NOTIFY DASNY OF ANY MATERIAL CHANGES TO THE GRANTEE'S RESPONSES HEREIN UNTIL SUCH TIME AS THE GRANT PROCEEDS HAVE BEEN FULLY PAID OUT TO GRANTEE.

  
Signature of Authorized Officer

Rick Morrissey

Printed Name of Authorized Officer

  
Signature of Chair of the Board of Grantee  
(or other Authorized Officer)

Thomas A. Garity  
Print Name of Chair of the Board of Grantee  
(or other Authorized Officer)

Supervisor

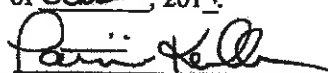
Title of Authorized Officer

Sworn to before me this 18 day  
of October, 2017.

  
Notary Public

PATRICIA KALBA  
Notary Public, State of New York  
No. 01KA6080153  
Qualified in Westchester County  
12/4/2012 My Commission Expires Sept. 9, 2018

Sworn to before me this 18 day  
of October, 2017.

  
Notary Public

PATRICIA KALBA  
Notary Public, State of New York  
No. 01KA6080153  
Qualified in Westchester County  
My Commission Expires Sept. 9, 2018

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Print Form

SEE SECTION II B.3.

Town of Somers, NY  
Thursday, August 10, 2017

## Chapter 23. Ethics, Code of

[HISTORY: Adopted by the Town Board of the Town of Somers 11-11-1965; amended in its entirety 9-13-1979. Subsequent amendments noted where applicable.]

### GENERAL REFERENCES

Defense and Indemnification — See Ch. 15

### § 23-1. Statutory authority.

Pursuant to § 806 of the General Municipal Law, the following Code of Ethics is adopted for the Town of Somers.

### § 23-2. Conflict of interest.

No Town officer or employee or any member of the Town Board, Planning Board, Zoning Board of Appeals or any other Town administrative board, commission or agency shall, directly or indirectly, appear in behalf of any person, firm or corporation in any matter under consideration by or within the jurisdiction of any officer, board or agency of the Town of Somers.

### § 23-3. Disclosure of interest.

Any Town officer or employee or any member of the Town Board, Planning Board, Zoning Board of Appeals or any other Town administrative board, commission or agency who shall have an interest in any legislation before the Town Board shall disclose the nature and extent of such interest, in writing, to said Town Board as soon as he or she shall have knowledge of such interest, either actual or prospective. The term "interest" means a pecuniary or material benefit occurring to such officer, employee or member or to any of the persons, firms or corporations enumerated in § 800, Subdivision 3, of the General Municipal Law as amended by Chapter 1043 of the Laws of 1965.

### § 23-4. Employment incompatible with duties.

No Town officer or employee or any member of the Town Board, Planning Board, Zoning Board of Appeals or any other Town administrative board, commission or agency shall solicit, negotiate or accept employment or serve as an officer, director or employee, as the case may be, of any person, firm or corporation, which employment or service would or shall be incompatible with the proper discharge of his or her duties as an officer or employee of the Town.

### § 23-5. Advisory Board of Ethics.

[Amended 12-12-2002 by L.L. No. 10-2002]

An advisory board of five members shall be appointed pursuant to § 808 of the General Municipal Law.

### § 23-6. Investment conflicts.

No Town officer or employee or any member of the Town Board, Planning Board, Zoning Board of Appeals or any other Town administrative board, commission or agency shall invest or hold any investment, directly or indirectly, in any financial, business, commercial or other private transaction, which creates a conflict with his or her official duties.

### § 23-7. Future conflict of interest.

No Town officer or employee or any member of the Town Board, Planning Board, Zoning Board of Appeals or any other Town administrative board, commission or agency shall, after termination of service or employment with said Town, appear before any board or agency of the Town of Somers in relation to any case, proceeding or application in which he or she personally participated during the period of his or her service or employment or which was under his or her active consideration.

### § 23-8. Political party officials.

No Town officer or employee or any member of the Town Board, Planning Board, Zoning Board of Appeals or any other Town administrative board, commission or agency shall be a political committeeman, committeewoman or the chairperson or vice chairperson of any political party.

### § 23-9. Disclosure of relationships.

[Added 6-13-1985]

Town Board and Planning Board members shall publicly disclose any significant past or present financial or business relationship with any person or firm appearing before the Town Board or Planning Board for a rezoning, special exception use permit or other not-as-of-right land use decision. For the purpose of this section, the word "significant" shall mean a financial or business relationship involving \$5,000 or more on an annual basis; "past" shall mean within five years; and "publicly disclose" shall mean disclosure at a regularly scheduled meeting of the Board.



## **ANSWER TO SECTION III: DUE DILIGENCE QUESTION #1**

The following are the approvals and authorizations that are required in connection with the Highway Garage Solar Panel project and anticipated dates for receipt of such.

1. The following actions required by the Town of Somers Town Board are related to acceptance of the actual grant funds by the Town Board, bidding out the project and selecting among the bidders. The first action would be undertaken at the Town Board meeting closest to receipt of actual funds and awarding of the bid would be at the Town Board meeting after receipt of bids. All this is anticipated to happen within the next several months and by the end of 2017 or beginning of 2018.
  - a. A Negative Declaration under SEQRA for the project was previously issued April 13, 2017 by the Town Board as lead agency as part of a coordinated review.
  - b. Approval to accept grant and authorize going to bid for installation of solar panels
  - c. Award of Bid to selected installer

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

**Date: April 13, 2017**

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

The Town of Somers Town Board, as Lead Agency has determined that the Proposed Action described below will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

**Name of Action:** Highway Department Annex Building Solar Panels

**SEQR Status:** Unlisted Action

**Conditioned Negative Declaration:** \_\_\_\_\_ Yes  
\_\_\_\_\_ **X** No

**Description of Action:** The project is the installation of solar panels on the highway garage annex building, as funded through a grant from the DASNY. The solar project is anticipated to consist of approximately 85 photo voltaic modules of 315 watts which maximize the roof potential of the building. The estimate annual projection of this system would be 29,542 kWh of electricity which is an offset credited to NYSEG against use by the Town. Any required adjustment to the existing structural integrity of the building and adequacy of electrical service would be made by the selected provider's engineer and all required improvements would be made by their installers.

**Location:** The Highway Garage is located at 250 Route 100, Town of Somers, NY 10589 (Tax Lot 28.10-2-1)

**Reasons Supporting This Determination:**

**Based upon a review of Parts 1, 2 and 3 of the Short Environmental Assessment Form (EAF) and all other application materials that were submitted in support of the Proposed Action, the Town Board makes the following findings:**

Part 2 – Impact Assessment.

See Attached

### **Part 3 - Determination of Significance**

**EAF Part 1. #9. Does the proposed action meet or exceed the state energy code requirements?**

**Part 2 Impact Assessment - #6. Will the Proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?**

The proposed action will result in a reduction in the use of fossil fuels to power and the production of electrical energy. The solar project is anticipated to produce 29,542 kWh of electricity which is an offset credited to NYSEG against use by the Town. This production of electricity through solar panels will result in energy conservation and lower energy costs to the Town. Therefore, these changes to the highway garage are not anticipated to have a significant adverse impact on the environment and will actually have a positive impact on the environment.

**EAF Part 1. #13. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?**

**Part 2 Impact Assessment - #9. Will the proposed action result in an adverse change I to natural resources (e.g. wetlands, waterbodies, groundwater, air quality, flora and fauna)?**

The proposed action will occur on the existing highway garage building located on the highway garage site that is adjacent to the Muscoot River. The Muscoot River is regulated by the New York City Department of Environmental Protection. Due to the placement of the solar panels on an existing building, no significant adverse impacts to the Muscoot River are anticipated.

### **Conclusion**

The Somers Town Board has conducted an independent review and an analysis of the entire record and the potential environmental effects of the proposed project.

The Town Board has completed a careful and thorough review of the identified areas of the Short Form EAF. Based upon all of the information generated for the proposed project and its own careful and thorough independent review and public input regarding the potential environmental effects, the Town Board has determined that the impacts identified in Part 2 of the EAF, are in fact positive or non-existent and will result in a positive impact on the environment. The Town Board determines there is no significant adverse impact on the environment.

As a result of its review of the proposed project, the Town Board has determined that a negative declaration be issued on the potential impacts for the proposed action outlined in Part 2 of the EAF which have been deemed to have been mitigated to the maximum extent practicable and will not have a significant adverse impact on the environment.

**Lead Agency:** Somers Town Board  
Town of Somers  
335 Route 202  
Somers, NY 10589

**For Further Information:**

**Contact Person:** Syrette Dym, AICP  
Director of Planning  
**Address:** Town of Somers, 335 Route 202, Somers, NY 10589

**Telephone Number:** (914) 277-5366

**For Unlisted Actions, a copy of this notice has been filed with involved and interested agencies and parties on the attached distribution list.**

**SEQR DISTRIBUTION LIST -- Somers Highway Department Annex Building Solar Panels  
Involved Agencies**

Somers Town Board (Lead Agency)  
Somers Town House  
335 Route 202  
Somers, New York 10589

**Interested Agencies**

Town of Somers Highway Department  
Somers Town House  
335 Route 202  
Somers, New York 10589

Town of Somers Energy and Environment Committee  
Somers Town House  
335 Route 202  
Somers, New York 10589

Town of Somers Building Inspector  
Somers Town House Annex  
337 Route 202  
Somers, New York 10589

Town of Somers Finance Department  
Somers Town House  
335 Route 202  
Somers, New York 10589

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

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

New York City Department of Environmental Protection  
465 Columbus Avenue 1st Floor  
Valhalla, New York 10595  
Attn: Cynthia Garcia

New York State Department of Environmental Conservation  
Division of Environmental Permits--Region 3  
21 South Putt Corners Road  
New Paltz, New York 12561-1696  
Attn: Daniel T. Whitehead, Regional Permit Administrator

DASNY  
515 Broadway  
Albany, NY 12207-2964  
Attn: Grants Administration

**Other- Lead Agency Representatives**

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

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

Stephens, Baroni Reilly & Lewis LLP  
175 Main Street  
White Plains, NY 10601  
Attn: Roland A. Baroni, Esq.

**SECTION III QUESTION #2**  
**NEW YORK STATE CONTRACTS IN LAST FIVE YEARS**

1. Unified Court System  
 Office of Court Administration  
 Office of Justice Court Support (OJCS)  
 187 Wolf Road, Suite 103  
 Albany, NY 12205  
 Telephone: 800-232-0630/518-238-4339  
 Fax: 518-438-3518

Year	Application ID	Amt. of Grant	Contract Date
2016/17	3875	\$9,200.00	02/06/2017
2014/15	2737	\$1,800.00	02/18/2015
2013/14	2388	\$1,100.00	03/19/2014
2012/13	1879	\$1,500.00	03/06/2013

2. State Education Department and Others – Library Grants

- a. Library Bathrooms – Project #0386166373; Budget \$88,723; paid to date \$79,852 - 7/01/15 start; 06/30/18 end (See attached)

The State Education Department  
 The University of the State of New York  
 Grants Finance  
 Room 510W, Education Building  
 Albany, NY 12234  
 (519) 474-4815 (Tel)  
[GRANTSWEB@MAIL.NYSED.GOV](mailto:GRANTSWEB@MAIL.NYSED.GOV)

- b. Events funded in part by Poet's & Writers with public funds from the New York State Council on the Arts with support of Governor and NYS Legislature

Poets & Writer, Inc.  
 90 Board Street  
 Suite 2100  
 NY, NY 10004

Event Number	Credit Line	County	Organization	PW Money	Event Start Date
1 54154	NYSCA	NY - Westchester	Somers Library	\$50	-
2 54155	NYSCA	NY - Westchester	Somers Library	\$50	-
3 54791	NYSCA	NY - Westchester	Somers Library	\$300	-
4 55721	NYSCA	NY - Westchester	Somers Library	\$300	-
5 56254	NYSCA	NY - Westchester	Somers Library	\$400	-

6	58040	NYS	NY - Westchester	Somers Library	\$700	9/9/2013
7	1465	NYS	NY - Westchester	Somers Library	\$800	11/3/2014
8	2811	NYS	NY - Westchester	Somers Library	\$800	9/9/2015
9	4940	NYS	NY - Westchester	Somers Library	\$400	4/4/2017

c. Creative Aging in NYS Libraries – Grant for \$2,708 – 3/21/12 – 9/8/12.

Lifetime Arts  
81 Centre Ave. Suite #307  
New Rochelle, NY 10801

3. NYS Office of Parks, Recreation and Historic Preservation  
Agency Building One  
Empire State Plaza  
Albany, NY 12238

a. Contract PRK01-C101207-1290000 – Payment Date 01/10/2013 - \$6,746.48 –  
Document ID 00047434

• Angle Fly Preserve Trails - Part of Recreation Trails Program; U.S. Department of  
Transportation, CFDA # 20.219\$6,746.48 is part of \$74,440 Grant (See attached)

4. New York State Department of Environmental Conservation  
Division of Water  
Bureau of Program Resources, 4<sup>th</sup> Floor  
625 Broadway, Albany, NY 12233-3507  
518-402-8267 (tel.)  
Attn: Christine R. Garrity

a. Contract No. C304224 Contract Start Date – 10/20/2009; contract End Date  
09/30/2012; Water Quality Management Program; for East of Hudson Stormwater  
Mapping in furtherance of MS4 Compliance; contract amount \$220,000 Grant

b. Contract No. C304223 Contract - Start Date not Available ; End date 09/30/2012;  
Transaction Approved/Filed Date 08/15/2012; Amount \$250,000 Grant; payment  
date of 12.31 2012 for \$109,256.83 which is part of \$250,000 for Water Quality  
Management Program

5. New York State Department of Environmental Conservation  
Contract & Grant Development Unit  
625 Broadway, 10<sup>th</sup> Floor  
Albany NY 12233-1080  
Attn: Janice Mangino

a. Document ID – AE00027; Payment Date 07/13/2017Zero Emission Vehicle Rebate;  
Purchase order # T306570; Amount \$5,000 ( See Attached)

6. New York State Education Department  
The University of the State of New York  
Grants Finance  
Room 510W Education Building  
Albany, NY 12234

Archives Grant – Project #/Contract 0580176658; Document ID 417553F; Archives Grant for Planning Department; Total award \$39,679; partial payment date 10/13/2016 for \$19,839 (See attached)



RTP-07-TA-12  
Town of Somers  
Angle Fly Preserve Trails

APPENDIX B - BUDGET

The detailed estimated budget for the project as outlined in this AGREEMENT is as follows:

**EXPENSES:**

Pre-Development

To include: trail design

\$6,000.00

Development

To include trail construction, footbridge, mapping and parking lot materials;  
Trailhead amenities to include comfort station, kiosks, benches  
signs and gates

**TOTAL COST**

**\$94,300.00**

**FUNDING BREAKDOWN:**

STATE Share	\$	75,440.00
CONTRACTOR Share	\$	18,860.00

Rate of Reimbursement: 80%

**STATE AGENCY (Name & Address)**

New York State Office of Parks,  
Recreation and Historic  
Preservation  
Agency Building One  
Empire State Plaza  
Albany, New York 12238

**CONTRACTOR (Name & Address):**

Town of Somers  
335 Route 202  
Somers, New York 10589

**NYS COMPTROLLER'S NUMBER:** C101207

**NYS AGENCY NUMBER:** RTP-07-TA-12

**ORIGINATING AGENCY CODE:** 49070

**REGION:** TA

**TYPE OF PROGRAM:**

**RECREATIONAL TRAILS PROGRAM  
U.S. DEPARTMENT OF TRANSPORTATION  
CFDA # 20.219**

**CHARITIES REGISTRATION NUMBER:**

N/A

**CONTRACTOR IS UP-TO-DATE**

with filing all required annual written reports  
with the Attorney General's Charities Bureau,  
or the appropriate oversight Agency

**FEDERAL TAX ID NUMBER:**

13-6007329

**MUNICIPALITY NUMBER:**

55037850

**INITIAL CONTRACT PERIOD:**

**FROM:** April 10, 2007

**TO:** December 31, 2010

**FUNDING AMOUNT FOR INITIAL PERIOD:**

**\$75,440.00**

**STATUS:**

**CONTRACTOR IS NOT A**

**SECTARIAN ENTITY**

**CONTRACTOR IS A**

**NOT-FOR-PROFIT ORGANIZATION**

**MULTI-YEAR TERM: (if applicable)**

**FROM:** N/A

**TO:** N/A

**APPENDICES ATTACHED AND PART OF THIS AGREEMENT:**

**APPENDIX A...Standard Clauses for All New York State Contracts.**

**APPENDIX A1...Clauses Required by Office of Parks, Recreation and Historic Preservation**

**APPENDIX B...Budget**

**APPENDIX C...Payment and Reporting Schedule**

**APPENDIX D...Program Workplan**

**APPENDIX X...Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)**

**APPENDIX E...Special Conditions and Requirements**

**APPENDIX F...Program Specific Requirements**

**APPENDIX G...Program Compliance Certifications**



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, N.Y. 12234

Grants Finance  
Room 510W, Education Building  
Tel. (518) 474-4815  
Fax (518) 486-4899  
E-mail: GRANTSWEB@MAIL.NYSED.GOV

662101700605

SOMERS LIBRARY  
PO BOX 443  
SOMERS, NY 10589-0443

TO: Chief Administrative Officer  
FROM: Margaret Zollo  
SUBJECT: Federal and State Grant Quarterly Status Report

The enclosed Federal and State Grant Quarterly Status Report provides information on current year projects and any open prior years' projects which have been received and logged by the New York State Education Department. Please use the Quarterly Status Report to reconcile your grant records. Report fields are defined as follows:

- Project # - The # assigned by SED at the time of project approval.
- Contract # - For projects running through the grant contract process, the New York State contract number will be listed.
- Funding Source - The name of the Federal or State grant program under which the project is funded.
- Budget - The current approved budget (FS-10) including all approved amendments.
- Scheduled/  
Paid to Date - The total amount of payments processed including scheduled but not paid. An asterisk (\*) indicates that the Final Expenditure Report (FS-10-f) has been received. If the FS-10-P has been audited and closed, the Paid-to-Date will equal the Budget.

Projects listed as UNDER REVIEW have been received and logged by the program office but have not been forwarded to Grants Finance for processing. The project will continue to show as UNDER REVIEW until (1) the program office approves the application and forwards the budget to Grants Finance or (2) the application is disapproved by the program office. Disapproved projects do not appear on this report.

- Start/End - The funding dates of the project, including any extensions. Funding dates are the dates in which project encumbrances can be made.

If you have any questions about the Quarterly Status Report, please contact Grants Finance.

(SEE OTHER SIDE)

CT760

FEDERAL AND STATE GRANT STATUS REPORT

SED CODE: 642101700006  
AGENCY NAME: SOMERS LIBRARY

REN DATE: 06/30/17

2017 PROJECTS

PROJECT #	CONTRACT #	FUNDING SOURCE	BUDGET	SCHEDULED/ PAID TO DATE	START	END
OPEN PROJECTS 2016 AND PRIOR						
0084166373		PUBLIC LIBRARY CON	88,725	79,852	07/01/15	06/30/16
TOTAL			88,725	79,852		

	Event Number	Credit Line	County	Organization	P/W Money	Event Start Date	Event End Date
1	54154	NYSCA	NY - Westchester	Somers Library	\$50	-	4/30/2007
2	54155	NYSCA	NY - Westchester	Somers Library	\$50	-	4/30/2007
3	54791	NYSCA	NY - Westchester	Somers Library	\$300	-	5/10/2008
4	55721	NYSCA	NY - Westchester	Somers Library	\$300	-	11/16/2009
5	56254	NYSCA	NY - Westchester	Somers Library	\$400	-	10/4/2010
6	58040	NYSCA	NY - Westchester	Somers Library	\$700	9/9/2013	12/23/2013
7	1465	NYSCA	NY - Westchester	Somers Library	\$800	11/3/2014	12/22/2014
8	2811	NYSCA	NY - Westchester	Somers Library	\$800	9/9/2015	12/23/2015
9	4940	NYSCA	NY - Westchester	Somers Library	\$400	4/4/2017	6/22/2017

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## Contract Transactions

Print Friendly PDF

Vendor Name: SOMERS TOWN OF  
Agency Name: Parks, Recreation and Historic Preservation, Office of  
Department/Facility Name: Office of Parks Recreation & Historic Preservation  
Contract Number: C101207  
Current Contract Amount: \$75,440.00  
Obligation to Date: \$62,431.35  
Contract Type: Grant

### Contract Information

Transaction Type	Transaction Amount	Contract Start Date	Contract End Date	Description	Transaction Approved/Filed Date
Original Contract data not available for this contract record.					

### Contract Amendment Information

Transaction Type	Transaction Amount	Amended End Date	Description	Transaction Approved/Filed Date
Contract Amendment data is not currently available.				

OFFICE OF THE SUPERVISOR

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE  
835 ROUTE 202  
SOMERS, NY 10589

Telephone  
(914) 277-3637  
Fax  
(914) 276-0082

MARY BETH MURPHY  
SUPERVISOR



July 6, 2012

Mrs. Christine Garrity  
NYSDEC/Division of Water  
625 Broadway, 4<sup>th</sup> Floor  
Albany, NY 12233-3507

RE: C304224 -- Somers Mapping

Dear Christine:

Enclosed is an executed copy of Contract # C304224 and two (2) additional executed signature pages. Please return a fully executed copy to me for our records.

Additionally, I have enclosed a State Aid Voucher and Self-Certification Form in the amount of \$55,000 representing 25% of \$220,000 for the allowable advance noted in your July 2, 2012 letter and a voucher in the amount of \$112,801.86 for expenditures to date with backup documentation.

Please call me if there are any questions about the documents or if further information is required.

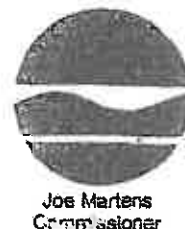
Thank you.

Very truly yours,

Mary Beth Murphy  
Supervisor

MBM:ts  
Z:\PE\General Files\Water\Regional M&S\NYC WQI Grant Program\State Contract Information for Grant Awards\Mapping\Reimbursement Request Letter.docx

New York State Department of Environmental Conservation  
Division of Water  
Bureau of Program Resources, 4<sup>th</sup> Floor  
625 Broadway, Albany, New York 12233-3507  
Phone: (518) 402-8267 • FAX: (518) 402-9029  
Website: www.dec.ny.gov



DEC 28 2011

Mary Beth Murphy  
Supervisor  
Town of Somers  
335 Route 202  
Somers, NY 10589

Dear Supervisor Murphy:

I am pleased to enclose your fully executed copy of Contract No. C304223 for the Regional Stormwater Retrofit Program project. This contract is for \$500,000.00 of eligible costs reimbursable at 50% up to \$250,000.00. The contract term is from September 3, 2009 to June 30, 2012.

To request payments, please submit a New York State Aid Voucher and supporting documentation directly to Bruce Mussett, Project Manager, NYSDEC, 625 Broadway, Albany, New York 12233-3508. Please be sure to refer to the contract number noted above and to include your federal tax identification number on the voucher. The supporting documentation should be in the same format as the budget submitted with your scope of services. One copy of the documentation requirements to be used for all payment requests is enclosed for your reference. A supply of vouchers as well as self-certification and expenditure reporting forms to be submitted with each payment request is also enclosed. For payments to be processed, you must be in compliance with the reporting requirements as specified in the contract.

Any technical questions should be referred to Bruce Mussett at (518) 402-8164. Any administrative questions concerning this contract should be referred to me at (518) 402-8140.

Thank you for your efforts in preventing and protecting New York State's waters from pollution.

Sincerely,

Christine R. Carrity  
Environmental Program Specialist I  
Fiscal & Human Resources Planning and Management  
Division of Water

Enclosure

- c: w/letter & contract: B. Mussett, Project Manager, Bureau of Water Resources, NYSDEC, Albany  
c: w/letter only: S. Jurek, NYSDEC, M/WB Program Office, Albany



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## Contract Transactions

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Vendor Name: SOMERS TOWN OF  
Agency Name: Environmental Conservation, Department of  
Department/Facility Name: Department of Environmental Conservation  
Contract Number: C304224  
Current Contract Amount: \$220,000.00  
Obligation to Date: \$220,000.00  
Contract Type: Grant

### Contract Information

<input type="checkbox"/> Transaction Type	<input type="checkbox"/> Transaction Amount	<input type="checkbox"/> Contract Start Date	<input type="checkbox"/> Contract End Date	<input type="checkbox"/> Description	<input type="checkbox"/> Transaction Approved/Filed Date
Original Contract	\$220,000.00	10/20/2009	09/30/2012	Water Quality Management Program	08/13/2012

### Contract Amendment Information

<input type="checkbox"/> Transaction Type	<input type="checkbox"/> Transaction Amount	<input type="checkbox"/> Amendment End Date	<input type="checkbox"/> Description	<input type="checkbox"/> Transaction Approved/Filed Date
No Amendments exist for this contract record				

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## Contract Transactions

[Printer Friendly \(PDF\)](#)

Vendor Name: SOMERS TOWN OF  
Agency Name: Environmental Conservation, Department of  
Department/Facility Name: Department of Environmental Conservation  
Contract Number: C304223  
Current Contract Amount: \$250,000.00  
Obligation to Date: \$250,000.00  
Contract Type: Grant

### Contract Information

Transaction Type	Transaction Amount	Contract Start Date	Contract End Date	Description	Transaction Approved / Filed Date
Original Contract data not available for this contract record.					

### Contract Amendment Information

Transaction Type	Transaction Amount	Amended End Date	Description	Transaction Approved / Filed Date
Amendment	\$0.00	09/30/2012	No Cost time extension	08/16/2012



## memorandum

To: Syrette Dym Date: March 28, 2017

From: Betty Sutherland

Re: Zero - Emission Vehicle Rebate

Hi Syrette,

I have filled out the documentation you sent regarding the Zero - Emission Vehicle Rebate. Please have Rick Morrissey sign all three documents where indicated and also have Robert Kehoe sign as Chief Fiscal Officer on the Self-certification form.

The date Rick signs the Standard Voucher will also have to be added to the Self-certification form.

Once all documents have been signed the original signature forms with car purchase information must be sent to:

New York State Department of Environmental Conservation  
Contract & Grant Development Unit  
Attention: Janica Mangino  
625 Broadway, 10<sup>th</sup> Floor  
Albany, NY 12233-1080

(Label is included for your convenience)

Please scan a copy of the signed documents prior to mailing for your records, email me a copy for our records.

If you have any questions please don't hesitate to call me at 716-759-8580 ext. 210.

Thank you

Betty Sutherland

SEE INSTRUCTIONS ON REVERSE SIDE BEFORE COMPLETING

NY 1571 (Rev. 10-80)

STATE  
OF  
NEW YORK

## STATE AID VOUCHER

Voucher No.

1) Originating Agency NYS Dept. of Environmental Conservation				Orig. Agency Code 09000		Interest Exp. Date (MM) (YY) No		Voucher No.	
Payment Date (MM) (DD) (YY)				QSD Use Only		Liability Date (MM) (DD) (YY)			
2) Payee ID 136007329		Additional		3) Zip Code		Route		Payee Address	
4) Payee Name (Limit to 20 spaces) Town of Somers						IRS Code		IRS Amount	
Payee Name (Limit to 20 spaces)						Stat. Type		Stat. Code	
Address (Limit to 30 spaces) 335 Route 202						5) Payee No. (Limit to 20 spaces)			
Address (Limit to 20 spaces)						Routing Data (MM) (DD) (YY)			
City (Limit to 20 spaces) Somers				State NY		Zip Code 10589			
Date Paid		Check or Voucher No.		Description of Charges (If Personal Service, show name, title, period covered)				Amount	
				(Enter description, or note if information is on attached sheets) Single Payment of Rebate Purchase Order # T306570				\$5,000.00	
State Aid Program or Applicable Statute								TOTAL \$5,000.00	
Payee Certification: I certify that the above expenditures have been made in accordance with the provisions of the Applicable Statute, or that the claim is just and correct and no payment has been paid except as stated, and that no balance is currently due and owing, and that taxes which the State owes to the payee have been paid.								Less Receipts	
								NET	
								State Aid % Claimed	
Signature of Supervisor Town of Somers									
FOR STATE AGENCY USE ONLY				STATE COMPTROLLER'S PRE-AUDIT					
Amount Received				I certify that this claim is correct and true, and payment is approved.				State Aid	
Date				By				Verified	
Page No.				By				Certified for Payment of State Aid Amount	
By								By	
Expenditure						Liquidation			
Cost Center Code				Object		Account		Amount	
Dept. Cost Center Unit				Class		Statewide		Orig. Agency	
								PO Contract	
								Line	
								P/P	

☐ Check if Continuation form is attached



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, N.Y. 12234

Grants Finance  
Room 510W, Education Building  
Tel (518) 474-4815  
Fax (518) 486-4899  
Email: GRANTSWEB@MAIL.NYSSED.GOV

662101640103

TOWN OF SOMERS  
335 RTE 202  
SOMERS, NY 10589

JAN 18 2017

TO: Chief Administrative Officer  
FROM: Margaret Zollo  
SUBJECT: Federal and State Grant Quarterly Status Report

The enclosed Federal and State Grant Quarterly Status Report provides information on current year projects and any open prior years' projects which have been received and logged by the New York State Education Department. Please use the Quarterly Status Report to reconcile your grant records. Report fields are defined as follows:

- |                            |   |   |
|----------------------------|---|---|
| Project #                  | - | The # assigned by SED at the time of project approval.  |
| Contract #                 | - | For projects running through the grant contract process, the New York State contract number will be listed.   |
| Funding Source             | - | The name of the Federal or State grant program under which the project is funded.   |
| Budget                     | - | The current approved budget (FS-10) including all approved amendments.  |
| Scheduled/<br>Paid to Date | - | The total amount of payments processed including scheduled but not paid. An asterisk (*) indicates that the Final Expenditure Report (FS-10-F) has been received. If the FS-10-F has been audited and closed, the Paid-to-Date will equal the Budget. |

Projects listed as UNDER REVIEW have been received and logged by the program office but have not been forwarded to Grants Finance for processing. The project will continue to show as UNDER REVIEW until (1) the program office approves the application and forwards the budget to Grants Finance or (2) the application is disapproved by the program office. Disapproved projects do not appear on this report.

- |           |   |  |
|-----------|---|--|
| Start/End | - | The funding dates of the project, including any extensions. Funding dates are the dates in which project encumbrances can be made. |
|-----------|---|--|

If you have any questions about the Quarterly Status Report, please contact Grants Finance.

(SEE OTHER SIDE)

CP760

FEDERAL AND STATE GRANT STATUS REPORT

SED CODE: 662101640103  
AGENCY NAME: TOWN OF SOMERS

RUN DATE: 12/30/16

2017 PROJECTS

PROJECT #	CONTRACT #	FUNDING SOURCE	BUDGET	SCHEDULED/ PAID TO DATE	START	END
0580176658		LOCAL GOV'T RECORD	39,679	19,839	07/01/16	06/30/17
TOTAL			39,679	19,839		

## EXHIBIT D: Disbursement Terms

### Town of Somers Installation of Solar Panels on the Highway Garage Project ID 8076

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

#### Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the budget in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement or by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved project location(s) and/or items received at the approved project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

## EXHIBIT E: Payment Requisition Form and Dual Certification

Town of Somers  
Installation of Solar Panels on the Highway Garage  
Project ID 8076

**For Office Use Only:**

FMS#:143046

GranteeID: 1032

GrantID: 9186

Payment Request # \_\_\_\_\_

For work completed between \_\_\_\_ / \_\_\_\_ / \_\_\_\_ and \_\_\_\_ / \_\_\_\_ / \_\_\_\_

### THIS REQUEST:

A: TASK #*	B: DASNY SHARE*	C: THIS REQUEST	D: TOTAL REQUESTED PRIOR TO THIS REQUEST	E: B-C-D BALANCE
TOTAL:				

- \* Please note that the task numbers and DASNY Share amounts set forth in columns A and B respectively must correspond to the tasks and DASNY Share amounts set forth in Exhibit A. When submitting a requisition for payment, please remember that DASNY can reimburse you for capital expenditures made by and invoiced to the Grantee set forth on the cover page of this Agreement only. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of a State and Municipal Facilities Program facility.

DASNY may not reimburse Grantees or make payments on invoice for costs including, but not limited to, the following: working capital, rent, utilities, salaries, supplies and other administrative expenses.



## EXHIBIT E: Payment Requisition Form and Dual Certification

### DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the Town of Somers, for Project # 8076.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # \_\_\_\_\_ attached hereto in the amount of \$ \_\_\_\_\_ for which Town of Somers, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and Town of Somers (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of Town of Somers. The tasks have been completed in the manner outlined in the Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents (Please check off all that apply):
  - ☐ Readable copies of both front and back of canceled checks.
  - ☐ Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
  - ☐ Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
  - ☐ Invoices/receipts for eligible goods/services that have been received/performed at the approved project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
  - ☐ Other: \_\_\_\_\_

Authorized Officer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Officer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT E-I: Payment Requisition Cover Letter**  
**ON GRANTEE'S LETTERHEAD**

Date \_\_\_\_\_

Attention: Accounts Payable - Grants  
DASNY  
515 Broadway  
Albany, New York 12207

*Re: State and Municipal Facilities Program ("SAM") Grant  
Installation of Solar Panels on the Highway Garage  
Project No. 8076*

To Whom it May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1)	<input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
<b>OR</b>		
2)	<input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____
<b>OR</b>		
3)	<input type="checkbox"/>	We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a <b>segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.</b> The wire instructions for this account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____

If any further information is needed, please contact me at ( ) \_\_\_\_\_.

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

### EXHIBIT E-2: Payment Requisition Back-up Summary

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and subtotaled by task #. Please use additional sheets if necessary.

Task #: \_\_\_\_\_ Task Description: \_\_\_\_\_

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for Task:			(Transfer to Exhibit E)

Task #: \_\_\_\_\_ Task Description: \_\_\_\_\_

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for task:			(Transfer to Exhibit E)

Task #: \_\_\_\_\_ Task Description: \_\_\_\_\_

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for task:			(Transfer to Exhibit E)

## **EXHIBIT F**

### **NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT**

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1 ) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
  - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
  - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

### **NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS**

#### **Affirmative Action**

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

**Affirmative Action Officer ("AAO")**

Shall mean DASNY's Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

**Contracting Party**

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

**Minority Business Enterprise ("MBE")**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) at least fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

**Minority Group Member**

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

**Minority and Women-Owned Business Enterprise Participation**

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women's trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;
- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

**Women-owned Business Enterprise ("WBE")**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

Sent to:  
TB, TA, TC  
8/28

Kim DeLucia

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LD  
**From:** Syrette Dym  
**Sent:** Thursday, August 16, 2018 4:19 PM  
**To:** Kim DeLucia; Rick Morrissey  
**Subject:** Slat Shed SAM Grant  
**Attachments:** Somers - Letter to Senator Murphy.docx

Kim – Attached is a letter template that needs to be put on town stationary ad signed by Rick for the Salt Shed processing facility SM grant. My question is, can he just go ahead and sign this or does it need to go on the Sept. 6, agenda to get authorization from the Board to do so? Please let me know. Once it is done, either now or after the Sept. 6 meeting, please give me the original signed letter to pass on to the grants people. Thanks.

Syrette Dym, AICP  
Director of Planning  
Town of Somers  
335 Route 202  
Somers, NY 10589

914-277-5366 (phone)  
914-277-4093 (fax)  
[sdym@somersny.com](mailto:sdym@somersny.com)  
[www.somersny.com](http://www.somersny.com)

August 16, 2018

Hon. Terrence P. Murphy  
NYS Senate, 40<sup>th</sup> District  
LOB 817  
Albany, NY 12247

Dear Senator Murphy,

The Town of Somers respectfully requests \$150,000 in funding toward the construction costs of a new salt processing shed for the Town Highway Department. The proposed project will reduce the environmental risks associated with the unsheltered storage of raw salt and will significantly improve the Town's overall highway operations.

The new salt processing facility is a critical need within the Town of Somers. Currently, the Town receives untreated salt which remains exposed to the elements until it is treated and properly stored. The proposed new salt shed will allow for the proper storage of the untreated salt and prevent runoff that is contributing to increased chloride concentrations in the Muscoot Reservoir, part of New York City's Watershed System. Enclosed is a more thorough description of the project and a completed Preliminary Application for the funding.

Thank you for your consideration of this important request. Please direct any questions to me or the Town's Director of Planning, Syrette Dym, at (914)277-5366.

Respectfully Yours,

Rick Morrissey  
Town Supervisor



Sent to:  
TB, TA, TC 8/30/18 KD  
Kim DeLucia

---

**From:** Syrette Dym  
**Sent:** Wednesday, August 29, 2018 3:30 PM  
**To:** Kim DeLucia  
**Cc:** Rick Morrissey; J. Barbagello ; 'aalfonzolarrain@woodardcurran.com'  
**Subject:** Slat Shed EOH Funds Letter to George Latimer  
**Attachments:** Honorable George Latimer (2).docx

Kim – Attached is the body of a letter from Rick to George Latimer that needs to be put on town letterhead and sent to George.

It is associated with the previous email I sent to David Kvinge regarding the need for EOH funding.

Please discuss with Rick if it needs to go on the Town Board agenda of Sept. 6, 2018 in order for him to send it or whether the resolution passed by the Board at its July meeting suffices for authorization by the Board for him on this subject.

Please copy me on the final signed version for my files. Thanks.

Syrette Dym, AICP  
Director of Planning  
Town of Somers  
335 Route 202  
Somers, NY 10589

914-277-5366 (phone)  
914-277-4093 (fax)  
[sdym@somersny.com](mailto:sdym@somersny.com)  
[www.somersny.com](http://www.somersny.com)

Honorable George Latimer  
Westchester County Executive  
148 Martine Avenue  
Suite 900  
White Plains, NY 10601

August 30, 2018

Dear County Executive Latimer,

The Town of Somers is seeking to construct a Salt Processing Facility at the Town Highway Garage. The purpose of the facility would be to improve the environmental conditions under which the Town is currently storing and processing its salt and to protect the surrounding reservoirs which are part of the New York City Watershed.

To implement this project, the Town is requesting an allocation in the amount of \$175,000 from the East of Hudson Program Fund created under the New York City Watershed Memorandum of Agreement (MOA) between the New York City Department of Environmental Protection, Westchester County and other designated municipalities. We believe this project to be an eligible expense as described in Section 140.(b)(vi) of the MOA.

The conceptual site plan that is being proposed has an estimated construction cost of \$554,000 and a total engineering and permitting support costs of \$66,000; for a total estimated project cost of \$620,000 including contingencies. The Town intends to fund this project through two separate grants: One in the amount of \$175,000 through EOH and another one in the amount of \$150,000 through a SAM grant, for a total of \$325,000. The estimated deficit in the amount of \$295,000 will be covered by the Town as resolved by the Somers Town Board in their July 12, 2018 session.

We request that you submit this item to the County Board of Legislators for their next available meeting and inform us of the steps necessary to pursue these funds.

We have been in touch with David Kvinge of the County Planning Department and will be sending him conceptual plans and a detailed cost estimate under separate cover.

Thank you for your consideration of this matter.

Very truly yours,

Rick Morrissey, Supervisor  
Town of Somers

Cc: Benjamin Boykin, Chairman  
Norma Drummond, Commissioner of Planning

Sent to:  
TB, TA, TC  
8/28  
KD

ENERGY ENVIRONMENT COMMITTEE

Telephone  
(914) 277-5582  
Fax  
(914) 277-3790

**Town of Somers**  
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE  
335 ROUTE 202  
SOMERS, NY 10589

DON BLEASDALE  
JERRY STERN  
CO-CHAIRMAN



**MEMO TO:** Supervisor Rick Morrissey  
**FROM:** Somers Energy Environment Committee  
**RE:** HeatSmart RFI  
**DATE:** August 15, 2018

Sustainable Westchester has announced HeatSmart Westchester. The objective of HeatSmart Westchester is to significantly ramp up the rate of clean heating and cooling (ie. geothermal and air source heat pump) system adoption and energy efficiency in participating communities in Westchester. By building and servicing a demand for clean energy options in home heating and cooling, the HeatSmart Westchester Program seeks simultaneously to displace high cost heating fuel (propane, heating oil) while lowering local greenhouse emissions.

Once the pilot HeatSmart Westchester Community is selected, the HeatSmart Westchester Campaign Team will begin the process of selecting CH&C installers through a separate Request for Proposal (RFP) process. The selected CH&C installers will provide, at a minimum, competitive pricing, home CH&C assessments, collaboration in community outreach, and installation services. The selected HeatSmart Westchester Community and selected installers, with support from the HeatSmart Westchester Campaign Team, will develop and implement an approximately 20-week community outreach campaign with the goal of dramatically increasing the number of existing CH&C installations in the HeatSmart Westchester Community.

The Somers Energy Environment Committee reviewed and discussed this program at its meeting on August 13<sup>th</sup> and would like the Town of Somers to complete a Request for Information (RFI). The application must be submitted by Friday, September 14<sup>th</sup>. All the pertinent information is attached.

attachments

participate in the pilot HeatSmart Westchester campaign launching in Late October / Early November 2018 and concluding in Spring 2019!

*Please note that for this pilot campaign, applicants must have previously participated in EITHER a Solarize campaign, OR an Energize campaign.*

The objective of HeatSmart Westchester is to significantly ramp up the rate of clean heating and cooling (ie. geothermal and air source heat pump) system adoption and energy efficiency in participating communities in Westchester. By building and servicing a demand for clean energy options in home heating and cooling, the HeatSmart Westchester Program seeks simultaneously to displace high cost heating fuel (propane, heating oil) while lowering local greenhouse emissions.

Once the pilot HeatSmart Westchester Community is selected, the HeatSmart Westchester Campaign Team will begin the process of selecting CH&C installers through a separate Request for Proposal (RFP) process. The selected CH&C installers will provide, at a minimum, competitive pricing, home CH&C assessments, collaboration in community outreach, and installation services. The selected HeatSmart Westchester Community and selected installers, with support from the HeatSmart Westchester Campaign Team, will develop and implement an approximately 20-week community outreach campaign with the goal of dramatically increasing the number of existing CH&C installations in the HeatSmart Westchester Community.



**Sustainable Westchester**  
**COMMUNITY REQUEST FOR INFORMATION ("RFI")**  
***HeatSmart Westchester Pilot Campaign***  
**2018 - 2019**

Sustainable Westchester invites its members to submit applications to be considered for the pilot HeatSmart Westchester campaign to promote clean heating and cooling systems (geothermal technology and cold-climate air source heat pumps) and energy efficiency to homeowners.

Key Information for Submitting Request for Information	
Issue Date	Tuesday, July 24 <sup>th</sup> 2018
Qualified Applicants	Westchester County Cities, Towns or Villages and / or Coalitions of Towns and Villages that are members of Sustainable Westchester. <b><i>Applicants must have been previously involved in EITHER (1) a Solarize campaign, OR (2) an Energize campaign.</i></b>
Due Date	Friday, September 14 <sup>th</sup> 2018
Submission Instructions	Email application to Nina Orville at <a href="mailto:Nina@AbundantEfficiency.com">Nina@AbundantEfficiency.com</a> with subject line written as: "HeatSmart Westchester [NAME OF COMMUNITY] RFI." The application should be sent as two attachments as follows: 1) "ATT A [NAME OF COMMUNITY]" should contain Attachment A, the letter from the chief elected official (if for a consortium, these documents for the consortium communities should all be scanned together). 2) "ATT B [NAME OF COMMUNITY]" containing Attachment B (a single form even if for a consortium).

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B) Evaluation Criteria	
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<b>Attachment B: Community Profile Form</b>	

assessments, collaboration in community outreach, and installation services. The selected HeatSmart Westchester Community and selected installers, with support from the HeatSmart Westchester Campaign Team, will develop and implement an approximately 20-week community outreach campaign beginning in Late October / Early November 2018, with the goal of dramatically increasing the number of existing CH&C installations in the HeatSmart Westchester Community.

**A successful HeatSmart Westchester Pilot Campaign is dependent on committed and well-connected volunteers and community leaders**, particularly in identifying creative and effective ways to get the word out to their community about HeatSmart Westchester. Impactful teams will work collaboratively on a variety of tailored outreach approaches. Their objective is to encourage as many homeowners as possible to consider installing CH&C systems, especially those who may not have previously considered it, and increasing familiarity with CH&C technology and energy efficiency measures in general to displace fossil fuel-based heating and cooling systems.

**The objective of HeatSmart Westchester is to significantly ramp up the rate of CH&C system adoption and energy efficiency in Westchester, by creating and servicing a demand for clean energy options in home heating and cooling.** HeatSmart Westchester will accomplish this by encouraging public and positive conversations about CH&C adoption throughout our region, and by demonstrating CH&C success stories. Communities interested in HeatSmart Westchester should also consider how they might leverage the CH&C outreach to further other local energy efforts.

**The success of the Solarize Program, Energize Program, and similar programs inspired the HeatSmart Westchester Program.** For examples of other community-based CH&C programs, see the HeatSmart Tompkins program in Tompkins County, NY and HeatSmart Mass in various communities within Massachusetts.

3. **Building Envelope Improvements:** The NYSERDA Home Performance Program with Energy Star Program addresses air sealing, insulation, and upgraded heating mechanicals through a comprehensive home energy assessment done by a BPI certified contractor. These measures address tightening the building envelope with measures including, but not limited to, adding dense pack insulation, blown cellulose, and mechanical upgrades. These measures will ensure that the building envelope, distribution system, and existing heating and cooling systems are taken into account so that the CH&C technology is appropriately sized.

**ii. Barriers HeatSmart Westchester is Designed to Overcome**

The HeatSmart Westchester Program is designed to overcome common barriers that homeowners currently face in transitioning to CH&C systems:

**A) Lack of CH&C / Energy Efficiency Knowledge**

- CH&C technology is unfamiliar to many homeowners and HeatSmart Westchester aims to make the technology, benefits, pricing, and installation process accessible and simple to understand.
- For many people, the most complicated aspect of transitioning to CH&C is figuring out how to begin a process that is quite unfamiliar to them and their fellow community members. HeatSmart Westchester provides several easy starting points: check out the online resources, come to an event, and perform a simple home analysis online.
- Having several highly-vetted installers reduces uncertainty about how to choose an installer and provides a sense of certainty that the installer is both well-qualified and offers transparent, competitive pricing.

**B) Trust**

- An experienced team coordinates the HeatSmart Westchester Campaign. Within each community, a "Core Team" of dedicated community volunteers champions the program.
- HeatSmart Westchester Core Team outreach is designed to (1) provide residents with safe and accessible ways to learn about CH&C systems from people they know in their communities, (2) meet neighbors who also want to learn about CH&C technology, and (3) take the next step when they are ready (i.e., attending a workshop, discussing with the selected installer, and signing a contract to install a CH&C system).
- HeatSmart Westchester is designed to be as transparent as possible with all relevant information, including detailed campaign information, available through both the Sustainable Westchester and Energize websites.



### **Step Two: Prepare for Campaign Launch**

The Core Team of community volunteers will, with the assistance of the HeatSmart Westchester Campaign Team, be responsible for (1) becoming familiar with the offered CH&C technology along with its environmental and financial benefits, and (2) participating in the campaign-planning and implementation process with the HeatSmart Westchester Campaign Team and selected installers.

#### **How are installers selected?**

Sustainable Westchester will issue a Request for Proposal ("RFP") for the CH&C installers. The HeatSmart Westchester Campaign Team will collect RFP responses from installers and facilitate a selection process, with support from NYSERDA.

The selected CH&C installers will enter into an agreement with Sustainable Westchester. There will be no official, written agreement between the HeatSmart Westchester Community and selected installers.

### **Step Three: Launch and Run Outreach Campaign**

The Core Team of community volunteers will work with the HeatSmart Westchester Campaign Team, including Technical Advisors contracted by NYSERDA, to develop and implement a strategy for collaboration and outreach during the approximately 20-week program. Activities include the following:

- Select and share a date / time / location for a HeatSmart Westchester Launch Event;
- Pre-Launch Meeting facilitated by the HeatSmart Westchester Campaign Team, the Core Team of community volunteers, and selected installers to discuss the launch event and plan the first month of outreach;
- Launch Event – presentation and Q & A to kick off the campaign;
- Outreach aimed at reaching as many homeowners as possible, especially those who may not have considered CH&C before, and encouraging them to learn more and schedule a home assessment;
- Publicize the Program Deadline Date;
- Close-Out Meeting to reflect on the process and consider next steps; and
- Follow-Up Survey of volunteers, leads, and participants to inform future HeatSmart Westchester campaigns.

The HeatSmart Westchester Program is meant to catalyze the installation of residential CH&C in the selected HeatSmart Westchester Community. Any homeowner in the participating community can receive a quote based on the equipment and pricing outlined in the installer's RFP response. Participants must sign a contract with one of the selected installers by the program deadline in order to participate in the HeatSmart Westchester Pilot Campaign.

Homeowners within the HeatSmart Westchester Community are free to seek bids and work with other installers at any point in the program. This is an important message for the core volunteer team to share. Any installations contracted during the HeatSmart Westchester Program with

- **Individuals with Interest or Expertise in CH&C and Energy Efficiency** – Are there any CH&C energy professionals in your town? These folks may not have a lot of time to spare but might still be interested in helping out.
- **Multiple Communities** – If you are planning to partner with another municipality on HeatSmart Westchester, be sure to include volunteers from both municipalities on the Core Team.

### Installers

The selected installers will offer transparent and competitive pricing, collaborate with community volunteers on outreach and lead tracking throughout the program, and provide HeatSmart Westchester customers with a turnkey inquiry-to-installation process that will make them want to encourage their neighbors to transition to CH&C too.

The following chart outlines specific partner roles and responsibilities:

	HeatSmart Westchester Campaign Team	Core Team	Installers
<b>Securing HeatSmart Westchester Partners</b>	<ul style="list-style-type: none"> <li>• Select HeatSmart Westchester communities.</li> <li>• Release RFP to installers, assist / coordinate the installer selection process.</li> <li>• Work with communities to identify strategies for engaging volunteers.</li> </ul>	<ul style="list-style-type: none"> <li>• Seek partnerships with community organizations to help host events and spread the word.</li> <li>• Find hosts for CH&amp;C open houses and other events.</li> </ul>	<ul style="list-style-type: none"> <li>• Submit competitive RFP response.</li> </ul>
<b>Providing Customers with Competitive Pricing</b>	<ul style="list-style-type: none"> <li>• Provide online resources and handouts detailing available incentives and financing options.</li> </ul>	<ul style="list-style-type: none"> <li>• Lead community outreach to help the HeatSmart Westchester campaign promote the competitively priced CH&amp;C solutions offered by selected installers.</li> </ul>	<ul style="list-style-type: none"> <li>• Provide site assessments.</li> <li>• Offer competitive pricing.</li> <li>• Help customers understand and apply for available incentives.</li> <li>• Assist customers in assessing purchase / financing options.</li> </ul>

<b>Administration</b>	<ul style="list-style-type: none"> <li>• Organize bi-weekly check-in calls</li> </ul>	<ul style="list-style-type: none"> <li>• Participate in bi-weekly check-in calls.</li> </ul>	<ul style="list-style-type: none"> <li>• Participate in bi-weekly check-in calls.</li> </ul>
<b>Tracking</b>	<ul style="list-style-type: none"> <li>• Receive and manage bi-weekly reports from installers.</li> <li>• Track leads generated from web form(s).</li> <li>• Ensure all partners have access to up-to-date contacts.</li> </ul>	<ul style="list-style-type: none"> <li>• Gather and maintain a list of residents who have expressed interest in the program through events.</li> <li>• Track residents who request / receive information about other energy opportunities beyond CH&amp;C.</li> </ul>	<ul style="list-style-type: none"> <li>• Track leads and contracts.</li> <li>• Provide bi-weekly reports to HeatSmart Westchester Campaign Team.</li> </ul>

## B. Timeline

<b>HeatSmart Westchester Timeline (Dates Are Likely to Vary From Below)</b>	
RFI for Communities: Released	Tues., July 24 <sup>th</sup> 2018
RFI for Communities: Due	Fri., September 14 <sup>th</sup> 2018 by 5:00 PM
Communities Selected and Applicants Notified.	Thurs. September 20 <sup>th</sup> 2018
RFP for Installers Issued	August 2018 (TBD)
RFP for Installers: RFP Responses Due	September 2018 (TBD)
Interviews with Installers	September 2018 (TBD)
Installer Selected	Late September / Early October 2018 (TBD)
The Core Team and Selected Installers meeting facilitated by the HeatSmart Westchester Campaign Team (get to know the Installers and plan the first month of outreach efforts)	October 2018 (TBD)
HeatSmart Westchester Launch Events	Late October / Early November 2018
End Date of the HeatSmart Westchester Pilot Campaign	Spring 2019

## SECTION THREE – Submission Requirements

### A. Submission Requirements

□ **Letter (suggested two pages) from chief elected official**, containing the following (if part of a coalition, required of each coalition participant):

- Statement of commitment to the HeatSmart Westchester Program for the duration of the HeatSmart Westchester Pilot Campaign.
- Brief description of how the municipality will support the HeatSmart Westchester Campaign (e.g., communicating via municipal e-mail list, allowing placement of banners, flyers, etc.)
- Articulate why your community is well positioned to take full advantage of the opportunities presented by the HeatSmart Westchester Program.
- Describe your community's commitment to sustainability and CH&C and energy efficiency.
- If your community wishes to enter into a coalition with a neighboring municipality, please clearly indicate which municipalities will be partnering.
- Identify a primary program contact (the Project Lead) for the HeatSmart Westchester Pilot Campaign in your community and if part of a coalition, also specify the primary Project Lead for the overall coalition. Include an explanation of this individual's interest and commitment, along with any relevant experience in community outreach.

□ **Completed Attachment A - Applicant Community Contact and Authorized Signature Form** (if applying with another municipality, one for each municipality):

- Include names of Core Team contacts and information about their background.
- Sign the Authorized Signature Section.

□ **Completed Attachment B - Community Information Form** (if applying with another municipality, a single form for the combined application – information about all participating municipalities should be included on the form):

- List potential outreach activities in your community to promote the HeatSmart Westchester Program.
- Provide list of partner organizations who will help communicate about the HeatSmart Westchester Program and communication outlets that can be leveraged.

### B. Evaluation Criteria

#### Community Commitment to Clean Energy and Sustainability

- Record of or clear articulated interest in expanding CH&C, energy efficiency and renewable energy initiatives in the community, and intent to leverage the HeatSmart

**Scoring of Key Criteria**

Scoring: low = 1 point, medium = 2 points and high = 3 points.

Criteria marked with an \* are priorities and the points for these attributes are doubled.

Topic	Criteria	Score
Community Commitment to Clean Energy and Sustainability	Record of or clear articulated interest in expanding CH&C, energy efficiency and renewable energy initiatives in the community, and intent to leverage the HeatSmart Westchester Program in working toward a longer-term goal of promoting community sustainability.	
	Success of past Solarize and or Energize campaign(s) *	
Project Leadership	Ability of designated Project Lead to champion the HeatSmart Westchester Campaign. Commitment of the Core Team. Viable plan to manage the Core Team, along with the delegation of the various tasks and responsibilities. *	
	Commitment of elected officials. *	
Unique Qualities, Resources, and Communication Channels	Strong community communication channels and identified partners and plans for effective outreach.*	
Building and Demographic Factors	Assessment of building and demographic factors.* (Data to be obtained and analyzed by HeatSmart Westchester Campaign Team)	
<b>TOTAL SCORE</b>		

<b>If part of a Coalition, Contact for Community Lead #1: (specify community):</b>	<b>Title:</b>
<b>Telephone:</b>	<b>Email:</b>
<b>If part of a Coalition, Contact for Community #2: (specify community):</b>	<b>Title:</b>
	<b>Title:</b>
<b>Telephone:</b>	<b>Email:</b>
<b>If part of a Coalition, Contact for Community #3: (specify community):</b>	<b>Title:</b>
<b>Contact Name Community #3 Lead (specify community):</b>	<b>Title:</b>
<b>Telephone:</b>	<b>Email:</b>
<b>List Names of Other Core Team Members:</b>	

**II. Core Team Background** In this space, please provide details about each Core Team member and describe why s/he was chosen for the Core Team in your community. List relevant experience, role in the HeatSmart Westchester campaign, interest in clean heating and cooling (CH&C) technology, etc. (No more than 2 pages).

## ATTACHMENT B

### HeatSmart Westchester Community Information Form

*Please refer to the Scoring of Key Criteria listed in the RFI (pg. 17) that suggests specific information to include in your application.*

- I. Marketing and Outreach Ideas:** Provide a description of marketing ideas that may be available in the community (such as possible email outreach, ideas for exhibiting or promoting the HeatSmart Westchester pilot program at upcoming local events such as farmers markets or fairs, etc. - list events and timeframe, opportunities for local media outreach and social media communication, ability to include flyers in community tax bills or other mailings; including a program link on the community website; ability to host events at municipal buildings, etc.). Inclusion of a full plan is not necessary, as the HeatSmart Westchester Team (detailed in Community RFI) will work with communities to tailor a plan for your community, but this section can be used to leverage the creativity of the Core Team of community volunteers and explore varied outreach strategies. If applicable, list these for each community in the coalition. Response to this question may be up to two pages.

--

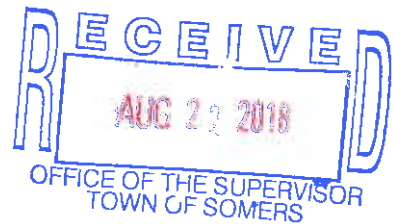
- II. Partner Organizations:** Please list the organizations that have agreed to support and promote the HeatSmart Westchester program through their communication channels and those that have agreed to be included in this proposal. Add more lines if necessary. You may distinguish between key and secondary partner organizations.

Name of Organization (Specify if Primary or Secondary)	Outreach / Support Offered / Notes




Sent to:  
TB, TA, TC  
8/29/18  
KD

2018  
REQUEST FOR TRANSFER OF FUNDS



FROM:

FUND	ACCOUNT CODE	ACCOUNT NAME	AMOUNT
<u>Historic</u>	<u>7520.41</u>	<u>Mt. Zion Restoration</u>	<u>\$1,500</u>
<u>Properties</u>	<u>7520.44</u>	<u>Turkhanok Chapel Restoration</u>	<u>\$1,500</u>
_____	_____	_____	_____

TO:

FUND	ACCOUNT CODE	ACCOUNT NAME	AMOUNT
<u>Historic</u>	<u>7520.43</u>	<u>Reis House Restoration</u>	<u>\$1,000</u>
<u>Properties</u>	<u>7520.43</u>	<u>Reis House Restoration</u>	<u>\$1,000</u>
_____	_____	_____	_____

EXPLANATION:

to continue the restoration of Carolyn  
Wright - Reis' Model T - Ford  
\_\_\_\_\_  
\_\_\_\_\_

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

Date: 8/24/18

Sent to  
1B, TA, TC  
9/5/18  
KD

TEL: 914-277-3323  
FAX: 914-277-3960

TOWN CLERK'S OFFICE

**Town of Somers**

WESTCHESTER COUNTY, N.Y.

Town House  
335 Route 202  
Somers, N.Y. 10589

PATRICIA KALBA  
TOWN CLERK



September 4, 2018

To: Supervisor  
Town Board

From: Patricia Kalba  
Town Clerk

Re: Contract to furnish and deliver #2-TW Fuel and Heating Oil to all Town Municipal Buildings.

Bids were opened by Patricia Kalba, Town Clerk, in the presence of Efrem Citarella, Building Inspector on August 30, 2018 at 10:00 AM. Bids were received as follows:

<u>Company</u>	<u>Amount</u>
Almeida Oil Co., Inc.	Plus One Hundred Twenty-Nine Thousandths (+\$.129) of the Low New York Harbor Barge Reseller's Price
United Metro Energy	Plus Four Thousand Five Hundred and Fifty-Four Ten Thousands (+\$.4554) of the Low New York Harbor Barge Reseller's Price

I am requesting that the Town Board authorize the execution of a Purchase Contract with Almeida Oil at the September Work Session/Regular Meeting.

Cc: Director of Finance  
Town Attorney  
Building Inspector

Bid Proposal

To: Town of Somers, Westchester County, New York

Bid Proposal Submitted by or on behalf of:

Almeida Oil Co. Inc (Name)  
33 Hubbels Drive, Mount Kisco, NY 10549 (Address)  
(914) 666-4328 (Telephone #)

1. The Bidder declares that the Bidder has carefully examined the Bid Documents including but not limited to the Specifications and any Plans relating to the above-entitled matter and the work, and have also examined the site of the work, hereby offer and agree to furnish all materials, to fully and faithfully construct, perform, install, test, operate, and execute all work in the above-entitled matter in accordance with the Bid Documents relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose and the price/prices as given in the Bid Proposal.

2. The Bidder declares that, if the contract is awarded to the Bidder, the Bidder will execute the contract therefore, pursuant to the Bid Documents, and will furnish all required insurance, within five (5) days after the award of the contract, and if the Bidder fails to execute said contract within said period of time, and insurance, that the Town of Somers (Town) shall have the power to rescind said award. The Bidder declares and agrees that the Bidder will commence the work after the contract execution in accordance with the directions of the Town and will complete the work fully and in every respect on or before the time specified in said contract.

3. The Bidder agrees that the Town reserves the right to select any one, combination of, or all the Bid items in this Bid Proposal for the Bidder to complete, without affecting any of the Bid prices. If alternative contracts are set forth in the Bid Documents, the Bidder agrees that the Town reserves the right to select any one, or combination of, the Bid Proposals of the alternative that are in the best interest of the Town. It is understood that any estimated quantities are not guaranteed.

4. The Bidder agrees that this is a firm Bid Proposal and shall remain in effect for a period of at least forty five (45) days from the date of the opening of Bids, and that within said period of forty-five (45) days, the Town may accept or reject this proposal, or this period may be extended by mutual agreement.

Low NY Harbor Barge  
 Somers Town House, 335 Route 202:

Two (2) 330 gallon oil tanks:

Numbers + \$ .129  
 Words plus one hundred twenty-nine thousandths

Somers Town House Annex, 337 Route 202:

One (1) 275 gallon oil tank:

Numbers + \$ .129  
 Words plus one hundred twenty nine thousandths

Somers Library, 80 Primrose Street (Route 139):

One (1) 1,800 gallon oil tank:

Numbers + \$ .129  
 Words plus one hundred twenty nine thousandths

Somers Parks and Recreation Office, 82 Primrose Street (Route 139):

One (1) 500 gallon oil tank:

Numbers + \$ .129  
 Words plus one hundred twenty nine thousandths

Somers Police Station. 100 Primrose Street (Route 139):

One (1) 330 gallon oil tank:

Numbers + \$ .129Words plus one hundred twenty nine thousandth

Van Tassell House (Nutrition), 98 Primrose Street (Route 139):

Two (2) 275 gallon oil tank:

Numbers + \$ .129Words plus one hundred twenty nine thousandth

Somers Highway Department, 250 Route 100:

One (1) 2,000 gallon oil tank

Numbers + \$ .129Words plus one hundred twenty nine thousandths**TOTAL BID FOR CONTRACT:**Numbers + \$ .129Words plus one hundred twenty nine thousandths

**NOTE: The Town reserves the right to extend the contract for up to an additional two (2) years at the than prevailing price per year. (Low New York Harbor Barge Reseller's Price)**

Almeida Oil Co. Inc (Legal Name of Bidder)

By: [Signature] (Authorized Signatory)

Type of entity: (corporation) partnership, individual (circle one)

Non-Collusive Bidding Certification

Made pursuant to Section 103-d of the New York State General Municipal Law, as amended

A. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:


- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
- (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

B. A Bid shall not be considered for award nor shall any award be made where Sections A (1), (2) and (3) above have not been complied with, provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement that sets forth in detail the reasons therefore. Where Sections A (1), (2) and (3) above have not complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being Bid, does not constitute, without more, a disclosure within the meaning of Section A (1).

Almeida Oil Co. Inc  
Legal Name of Person, Firm or Corporation

33 Hubbells Drive  
Mount Kisco, NY 10549

Address of Person, Firm or Corporation

Signature: 

Print Name & Title: Simone Almeida, President

Dated: 8/28/2018

**Statement of Qualifications**

1. The following is a list of places where the Bidder has performed work of similar character and magnitude, together with references:

Description of Work	Cost	Name and Phone of
<u>Location &amp; Date of Completion</u>	<u>(Approximate)</u>	<u>Engineer or Owner</u>
a. <u>Greenrock Corp</u>		<u>Kathy Sprerle - 631-4560</u>
b. <u>Jefferson Village Condo</u>		<u>Connie Pulver 962-8398</u>
c. <u>Mercy College</u>		<u>Pat Sabatino (718) 678-8817</u>
d. <u>Yorktown Fire Departments</u>		<u>Jean Marie Klaus 962-5561</u>
e. <u>Scarsdale Village</u>		<u>Matze Jenkins 722-1150</u>

2. The full names and places of residences of all officers and principals in the bidding entity of the foregoing proposal are as follows:

Name	Address
<u>Simone Almeida</u>	<u>33 Hubbels Drive, Mount Kisco, NY 10549</u>
Name	Address
<u>Robert F. Almeida</u>	<u>33 Hubbels Drive, Mount Kisco, NY 10549</u>
Name	Address
_____	_____

3. A minimum of three (3) references including contact name and phone number must be submitted with the Bid.

*Please see above*

**CONTRACTOR'S ACKNOWLEDGMENT**

(If Corporation)

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

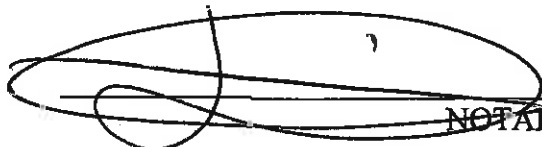
On this the 30<sup>th</sup> day of August, 2018, before me personally

came

Simone Almeida personally known to me to be the  
president of Almeida Oil Co. Inc., the Corporation  
 described in and which he/she executed the within instrument, who being by me duly sworn did  
 depose and say that he/she resides at

36 Taunton Road, Scarsdale, ny 10583 and that  
 he/she is

the president of said Corporation and knows the Corporate Seal of the  
 said Corporation; that the seal affixed to the within instrument is such Corporate Seal and that it  
 was so affixed by order of the Board of Directors of said Corporation and that he/she signed his/her  
 name thereto by like order.

  
 \_\_\_\_\_  
 NOTARY

RITU RUSTOGI  
 NOTARY PUBLIC-STATE OF NEW YORK  
 No. 02RU6321821  
 Qualified in New York County  
 My Commission Expires March 23, 2019



# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



SCAN TO VALIDATE  
AND SUBSCRIBE

\*\*\*\*\* 133369241  
ALMEIDA OIL CO., INC.  
33 HUBBELLS DRIVE  
MOUNT KISCO NY 10549

<b>POLICYHOLDER</b> ALMEIDA OIL CO., INC. 33 HUBBELLS DRIVE MOUNT KISCO NY 10549	<b>CERTIFICATE HOLDER</b> TOWN OF SOMERS 335 ROUTE 202 SOMERS NY 10589
---	---

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
G2090 374-6	961254	05/01/2018 TO 05/01/2019	8/30/2018

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2090 374-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1044674981



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> People's United Ins. Agency CT 850 Main Street Bridgeport, CT 06604 203 338-7900		<b>CONTACT NAME:</b> Dee Bachman <b>PHONE (A/C, No, Ext):</b> 203 338-3337 <b>FAX (A/C, No):</b> 844 894-6595 <b>E-MAIL ADDRESS:</b> Davina.Bachman@peoples.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A :</b> Granite State Insurance Company	<b>23809</b>
		<b>INSURER B :</b> Nat'l Union Fire Ins. Co of Pitt	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			02LX0113956392	08/01/2018	08/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			02CA0481957002	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			29UD0628402822	08/01/2018	08/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Somers is included as Additional Insured where required by contract or agreement with regard to liability arising out of the Insured's operations per the terms and conditions of the referenced general liability, auto, and umbrella policies.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Somers  
 337 Route 202  
 Somers, NY 10589

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

People's United Insurance Agency

Bid Proposal

To: Town of Somers, Westchester County, New York

Bid Proposal Submitted by or on behalf of:

UNITED METRO ENERGY GROUP (Name)  
500 KINGSLAND AVENUE, BROOKLYN NY (Address)  
(718) 383-1400 11222 (Telephone #)

1. The Bidder declares that the Bidder has carefully examined the Bid Documents including but not limited to the Specifications and any Plans relating to the above-entitled matter and the work, and have also examined the site of the work, hereby offer and agree to furnish all materials, to fully and faithfully construct, perform, install, test, operate, and execute all work in the above-entitled matter in accordance with the Bid Documents relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose and the price/prices as given in the Bid Proposal.

2. The Bidder declares that, if the contract is awarded to the Bidder, the Bidder will execute the contract therefore, pursuant to the Bid Documents, and will furnish all required insurance, within five (5) days after the award of the contract, and if the Bidder fails to execute said contract within said period of time, and insurance, that the Town of Somers (Town) shall have the power to rescind said award. The Bidder declares and agrees that the Bidder will commence the work after the contract execution in accordance with the directions of the Town and will complete the work fully and in every respect on or before the time specified in said contract.

3. The Bidder agrees that the Town reserves the right to select any one, combination of, or all the Bid items in this Bid Proposal for the Bidder to complete, without affecting any of the Bid prices. If alternative contracts are set forth in the Bid Documents, the Bidder agrees that the Town reserves the right to select any one, or combination of, the Bid Proposals of the alternative that are in the best interest of the Town. It is understood that any estimated quantities are not guaranteed.

4. The Bidder agrees that this is a firm Bid Proposal and shall remain in effect for a period of at least forty five (45) days from the date of the opening of Bids, and that within said period of forty-five (45) days, the Town may accept or reject this proposal, or this period may be extended by mutual agreement.

Somers Town House, 335 Route 202:

Two (2) 330 gallon oil tanks:

Numbers † 0.4554

Words FOUR THOUSAND FIVE HUNDRED AND FIFTY-FOUR TEN THOUSANDTHS.

Somers Town House Annex, 337 Route 202:

One (1) 275 gallon oil tank:

Numbers † 0.4554

Words FOUR THOUSAND FIVE HUNDRED AND FIFTY-FOUR TEN THOUSANDTHS.

Somers Library, 80 Primrose Street (Route 139):

One (1) 1,800 gallon oil tank:

Numbers † 0.4554

Words FOUR THOUSAND FIVE HUNDRED AND FIFTY-FOUR TEN THOUSANDTHS.

Somers Parks and Recreation Office, 82 Primrose Street (Route 139):

One (1) 500 gallon oil tank:

Numbers † 0.4554

Words FOUR THOUSAND FIVE HUNDRED AND FIFTY-FOUR TEN THOUSANDTHS.

Somers Police Station, 100 Primrose Street (Route 139):

One (1) 330 gallon oil tank:

Numbers 10.4554

Words FOUR THOUSAND FIVE HUNDRED AND FIFTY-FOUR TEN THOUSANDTHS.

Van Tassell House (Nutrition), 98 Primrose Street (Route 139):

Two (2) 275 gallon oil tank:

Numbers 10.4554

Words FOUR THOUSAND FIVE HUNDRED AND FIFTY-FOUR TEN THOUSANDTHS.

Somers Highway Department, 250 Route 100:

One (1) 2,000 gallon oil tank

Numbers 10.4554

Words FOUR THOUSAND FIVE HUNDRED AND FIFTY-FOUR TEN THOUSANDTHS.

**TOTAL BID FOR CONTRACT:**

Numbers 10.4554

Words FOUR THOUSAND FIVE HUNDRED AND FIFTY-FOUR TEN THOUSANDTHS.

NOTE: The Town reserves the right to extend the contract for up to an additional two (2) years at the than prevailing price per year. (Low New York Harbor Barge Reseller's Price)

UNITED METRO ENERGY CORP. (Legal Name of Bidder)

By: [Signature] (Authorized Signatory)

Type of entity: corporation, partnership, individual (circle one)

Non-Collusive Bidding Certification

Made pursuant to Section 103-d of the New York State General Municipal Law, as amended

- A. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
  - (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the opening, directly or indirectly, to any other Bidder or to any competitor; and
  - (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.
- B. A Bid shall not be considered for award nor shall any award be made where Sections A (1), (2) and (3) above have not been complied with, provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement that sets forth in detail the reasons therefore. Where Sections A (1), (2) and (3) above have not complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being Bid, does not constitute, without more, a disclosure within the meaning of Section A (1).

UNITED METRO ENERGY CORP.

Legal Name of Person, Firm or Corporation

500 KINGSLAND AVENUE

BROOKLYN, NY 11222

Address of Person, Firm or Corporation

Signature: 

Print Name & Title: JOHN McCONVILLE, PRESIDENT

Dated: July 25, 2018

Statement of Qualifications

1. The following is a list of places where the Bidder has performed work of similar character and magnitude, together with references:

Description of Work	Cost	Name and Phone of
<u>Location &amp; Date of Completion</u>	<u>(Approximate)</u>	<u>Engineer or Owner</u>
a. <u>NYS OGS</u>	<u>96,000,000</u>	<u>(518) 402-3021</u> <u>BRYANT KIRK</u>
b. <u>E S BOLES</u>	<u>10,200,000</u>	<u>(631) 687-3092</u> <u>DONNA BELL</u>
c. <u>NYC MTA</u>	<u>24,000,000</u>	<u>(646) 252-6041</u> <u>CANDACE SHEPPARD</u>
d. _____	_____	_____
e. _____	_____	_____

2. The full names and places of residences of all officers and principals in the bidding entity of the foregoing proposal are as follows:

Name <u>John McConville</u> <u>President</u>	Address _____
Name <u>Albert Mariani, Jr.</u> <u>CFO</u>	Address _____
Name <u>Anthony F. Valente</u> <u>Ul. Gen. Counsel, Secy.</u>	Address _____

3. A minimum of three (3) references including contact name and phone number must be submitted with the Bid.

SEE 1a, b, c

**CONTRACTOR'S ACKNOWLEDGMENT**

(If Individual)

STATE OF NEW YORK )

COUNTY OF )

).ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally  
came JOHN MCCOYVILLE to me known to be the same person  
described in and who executed the within instrument and he/she duly acknowledged to me that  
he/she executed the same for the purpose herein mentioned.

\_\_\_\_\_  
Notary

**CONTRACTOR'S ACKNOWLEDGMENT****(If Co-Partnership)**

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

On this the \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me personally  
 came \_\_\_\_\_ known to me to be a member of the firm  
 of \_\_\_\_\_  
 \_\_\_\_\_ and the person described in, and executed the  
 within instrument in behalf of said firm, and acknowledged to me that he/she executed the same in  
 behalf of, and as the act of said firm for the purposes herein mentioned.

\_\_\_\_\_  
 NOTARY/STAMP

**CONTRACTOR'S ACKNOWLEDGMENT**

(If Corporation)

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

On this the 25<sup>th</sup> day of July, 2018, before me personally came

JOHN McCONVILLE personally known to me to be the  
PRESIDENT of UNITED METRO ENERGY CORP., the Corporation  
 described in and which he/she executed the within instrument, who being by me duly sworn did  
 depose and say that he/she resides at  
60 500 Kingsland Avenue, Brooklyn, NY 11211 and that  
 he/she is

the PRESIDENT of said Corporation and knows the Corporate Seal of the  
 said Corporation; that the seal affixed to the within instrument is such Corporate Seal and that it  
 was so affixed by order of the Board of Directors of said Corporation and that he/she signed his/her  
 name thereto by like order.



NOTARY

ANTHONY F. VALENTE  
 Notary Public, State of New York  
 No. 02VA6338351  
 Qualified in Kings County  
 Commission Expires 03/14/2020



**ACKNOWLEDGMENT BY SURETY COMPANY**

(Signed by One Authorized Person)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally came \_\_\_\_\_ personally known and known to me to be the \_\_\_\_\_ of \_\_\_\_\_ the Corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he resides at \_\_\_\_\_ and that he/she is the \_\_\_\_\_ of said Corporation and knows the Corporate Seal of the said Corporation; that the seal affixed to the within instrument is such Corporate Seal and so affixed by order of the Board of Directors of said Corporation and that he/she signed his/her name thereto by like order; and that the said Corporation has received from the Superintendent of Insurance of the State of New York a Certificate of Solvency, and of its sufficiency as Surety or Guarantor, pursuant to Section 327 of the Insurance Law of the State of New York as amended, and that such Certificate has not been revoked.

\_\_\_\_\_  
 NOTARY/STAMP

**Schedule A**  
**Insurance and Indemnification**

1. Prior to commencing work, the Contractor shall obtain, at its own cost and expense, the required insurance from insurance companies licensed and admitted in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Town of Somers ("Town"), subject to the approval of the Town. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Supervisor, Town of Somers by registered mail, return receipt requested, for all of the following stated insurance policies. Any adjustments in the coverage's set forth below will require the prior written approval of the Town. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, the Contractor shall upon notice to that effect from the Town, promptly obtain a new policy, submit the same to the Town for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the Town, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning defense and indemnification. All property losses shall be made payable to and adjusted with the Town.

In the event that claims, for which the Town may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Town of Somers.

2. The Contractor shall provide proof of the following insurance coverage:

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

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form C-105.2 in duplicate. A copy of form C-105.2 is sent to the Workers' Compensation Board, Information Unit for investigation and report.)

If the employer is self-insured for Worker's Compensation, he should present a certificate from the New York State Worker's Compensation Board evidencing that fact.

(b) **Employer's Liability Insurance** with a minimum limit of \$1,000,000.

(c) **General Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$1,000,000 for property damage or a combined single limit of \$2,000,000. The General Liability Insurance policy shall name the Town of Somers as an additional insured using ISO endorsement form CG 20 10 or its equivalent and ISO endorsement CG 20 37 or its equivalent. Coverage shall be evidenced using Acord 25 (2014/01) including the ACORD 855 NY (2014/05) addendum. Policy shall not contain any exclusions regarding building height, type of construction or location nor shall it exclude claims involving injury to employees of the named insured or subcontractor. Coverage shall be primary and noncontributory using ISO Form CG 20 01. This insurance shall indicate on the certificate of insurance the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-contractor.
- (iv) Products and Completed Operations.
- (v) Per project aggregate

All contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) **Automobile Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$1,000,000 per occurrence for property damage or a combined single limit of \$2,000,000. This insurance shall include a bodily injury and property damage the following coverages.

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

(e) **Umbrella Liability** with a minimum limit of liability per occurrence of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

(f) If work involves use or removal of hazardous materials, Contractor shall carry and provide evidence of insurance showing pollution coverage with a limit of not less than \$5,000,000.00. Policy shall be endorsed to name the Town of Somers as additional insured.

3. All policies and certificates of insurance of the Contractor shall be subject to and shall contain the following clauses:

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

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

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

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

4. The Contractor shall protect, defend, indemnify and hold the Town of Somers, its boards, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof; without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agreed to bear all other costs and expenses related thereto, even if it (claims, etc.), is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town, or its employees. This paragraph shall survive any termination or completion of performance of this Agreement.

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)  
United Metro Energy Corp.  
560 Kingsland Avenue  
Brooklyn, NY 11222

### SURETY:

(Name, legal status and principal place of business)  
Liberty Mutual Insurance Company  
P.O. Box 5550  
Syracuse, NY 13220

### Mailing Address for Notices

### OWNER:

(Name, legal status and address)  
Town of Somers  
335 Route 202  
Somers, NY 10589

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$2,500.00

Two Thousand Five Hundred Dollars And Zero Cents

### PROJECT:

(Name, location or address, and Project number, if any)

Town Of Somers #2-TW Fuel and Heating Oil Bid


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

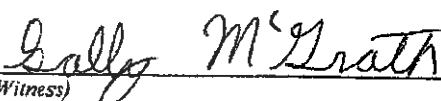
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

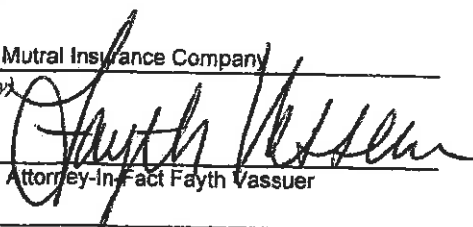
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of July, 2018

  
(Witness)

  
(Principal) (Seal)  
President  
(Title)

  
(Witness)

Liberty Mutual Insurance Company  
(Surety)  
  
(Title) Attorney-in-Fact Fayth Vassuer

ACKNOWLEDGMENT OF SURETY

STATE OF NEW YORK }

COUNTY OF New York }

SS:

On the 27th day of July in year 2018 before me personally came  
Fayth Vasseur

to me known, who being by me duly sworn, did  
depose and say that he/she resides at P.O. Box 5550, Syracuse, N.Y., 13220  
that he/she is the Attorney-in-Fact of Liberty Mutual Insurance Company, the  
corporation described in and which executed the above instrument; that he/she knows the corporate seal of said  
corporation, that the seal affixed to such instrument is such corporate seal: that it was so affixed by order of the  
Board of Directors of said corporation, and, that he/she signed his/her name thereto by like order; and that said  
corporation is duly authorized to transact business in the State of New York in pursuance of the statutes of such  
case made and provided, that the Superintendent of insurance of the State of New York, has, pursuant to Chapter  
28 of the Consolidated Laws of the State of new York, known as the Insurance Law, issued to  
Liberty Mutual Insurance Company

a Certificate of Solvency and qualification to become surety or guarantor on all bonds, undertakings,  
recognizances, guaranties and other obligations required or permitted by law and that such certificate has not been  
evoked.

  
Notary Public

**COLETTE M. BLARTE**  
Notary Public, State of New York  
No. 1BL4989857  
Qualified in New York County  
Certificate Filed in New York County  
Commission Expires May 6, 2021

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8026450

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, D. Nicholas Blaikie; Colette M. Blaikie; Annie Sawh; Fayth Vasseur.

all of the city of New York state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of March 2018



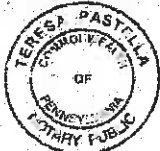
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 1st day of March 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pestella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pestella  
Teresa Pestella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of July 2018



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2017

Assets		Liabilities	
Cash and Bank Deposits.....	\$370,003,299	Unearned Premiums.....	\$7,503,154,587
*Bonds — U.S Government.....	1,331,664,975	Reserve for Claims and Claims Expense .....	19,658,731,454
*Other Bonds.....	11,127,053,004	Funds Held Under Reinsurance Treaties.....	224,693,828
*Stocks .....	16,367,850,688	Reserve for Dividends to Policyholders.....	967,520
Real Estate.....	272,895,626	Additional Statutory Reserve .....	52,491,027
Agents' Balances or Uncollected Premiums.....	5,258,657,823	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	100,341,596	Other Liabilities .....	4,049,392,852
Other Admitted Assets.....	11,192,287,530	<b>Total .....</b>	<b>\$31,489,431,268</b>
<b>Total Admitted Assets .....</b>	<b>\$46,020,754,541</b>	Special Surplus Funds.....	\$176,230,822
		Capital Stock.....	10,000,000
		Paid in Surplus.....	9,484,316,385
		Unassigned Surplus.....	4,860,776,066
		<b>Surplus to Policyholders.....</b>	<b>14,531,323,273</b>
		<b>Total Liabilities and Surplus.....</b>	<b>\$46,020,754,541</b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2017, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 16<sup>th</sup> day of March, 2018.

*T. Mikolajewski*

Assistant Secretary



Sent to:  
TB, TA, TC  
8/28/18  
KD

Highway Department

**Town of Somers**  
WESTCHESTER COUNTY, N.Y.

250 RT. 100  
P.O. BOX 281

TELEPHONE  
(914) 232-4848  
FAX  
(914) 232-0150

THOMAS E. CHIAVERINI  
Superintendent of Highways

LOUIS N. NOTO, JR.  
Deputy Supt. of Highways



MEMO TO: SUPERVISOR  
TOWN BOARD

FROM: THOMAS E. CHIAVERINI  
SUPT. of HIGHWAYS

RE: PREMISSION TO REBID TRAFFIC & STREET SIGNS

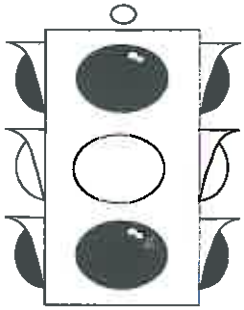
DATE: AUGUST 20, 2018

Be advised that it has been brought to my attention that Aluminum Pricing has been increased by 30% our vendor Glenco Supply Inc. will no longer be able to honor the 2018 awarded bid price. Therefore, I am requesting permission to rebid the 2018 portion of the Traffic and Street Signs.

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

  
Thomas E. Chiaverini  
Supt. of Highways

cc: Town Clerk



# **GLENCO SUPPLY INC.**

PO BOX 638

Oakhurst, NJ 07755

**800.752.8277 732.922.3330 Fax**

**Glencosupply@verizon.net**

August 9, 2018

Mr. Thomas Chiaverini  
Town of Somers Highway Department  
Route 100  
Somers, NY 10589

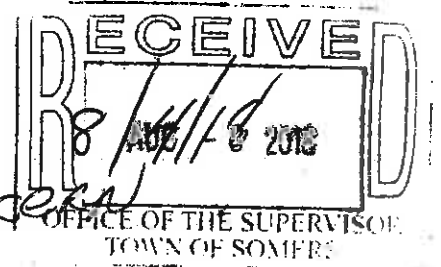
Dear Mr. Chiaverini,

As per our conversation this morning, due to aluminum price increases and tariffs, we are no longer able to honor our traffic and street sign prices from the 2018 annual bid. If the Town is not interested in accepting these 30 percent price increases, I would suggest that the Town rebid the traffic and street sign portion of the bid. We apologize for this issue and look forward to servicing you in the future.

Sincerely,  
Glen Abrams,  
President  
Glenco Supply, Inc.

**"Where Customer Service and Quality Products are our Priority"**

Sent to:  
TB, TA, TC  
8/27/18  
KD

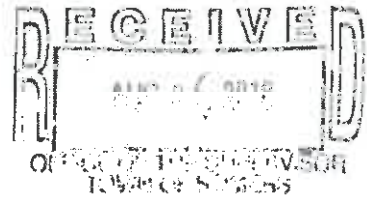


TO WHO IT MAY CONCERN  
I AM WRITING THIS LETTER  
OF RESIGNATION TO THE TOWN  
OF SOMERS DUE TO ILLNESS  
IN MY FAMILY. I LOVED  
WORKING FOR THE TOWN FOR  
15 YEARS BUT UNDER CERTAIN  
CIRCUMSTANCES OF ILLNESS  
I HAVE TO TAKE CARE OF  
MY FAMILY.

THANK YOU SO MUCH  
FOR THE OPPORTUNITY.

Paul Cafano

Sent to:  
TB, TA, TC  
8/29/18  
KD



ad5  
2018 X  
Sovereign  
P.O. Box 112  
Sovereign, NY 12150

Mr. [Name]  
I would like to inform you that I am retiring from my position with Sovereign LBS, effective 8/29/18.

I have been a professional and responsible employee of Sovereign LBS for the past 10 years. I have enjoyed working for the company and the staff.

As of my retirement, I will miss the work and the staff. I would be happy to help with the transition. I would also like to thank you for the opportunity to work for Sovereign LBS. I will miss the work and the staff. I would be happy to help with the transition. I would also like to thank you for the opportunity to work for Sovereign LBS.

I am sure that you will find a suitable replacement for my position. I am sure that you will find a suitable replacement for my position. I am sure that you will find a suitable replacement for my position.

Sincerely,

Valerie Hermon

Sent to:  
TB, TA, TC  
8/31/18  
KD

Telephone  
(914) 277-3504

FAX  
(914) 277-3790

E-Mail  
tstegner@somersny.com

## ASSESSOR'S OFFICE

Town of Somers

WESTCHESTER COUNTY, N.Y.



TOWN HOUSE  
ANNEX  
337 ROUTE 202  
SOMERS, NY 10589

Teresa A. Stegner, IAC  
Assessor

## MEMORANDUM

August 31, 2018

TO: Town Board

FROM: *T.A.*  
Teresa Stegner, Assessor

RE: Assessment Clerk temporary replacement – Barbara Brandt

I am recommending Barbara Brandt for the open position of temporary Assessment Clerk. Barbara previously worked in the Somers Assessor's office for 6 years as an Assessment Tax Aide and the 10 years prior in the Tax Receiver's & Assessor's offices under various titles before leaving the Town Hall in January 2016.

Barbara was a diligent worker who complete her tasks in an efficient manner. Barbara was responsible for interpreting and entering property information from deeds and real property transfer reports into the assessment system (PAS). Barbara was also responsible for accepting and processing exemption applications and providing information to the public on any real property and assessment questions.

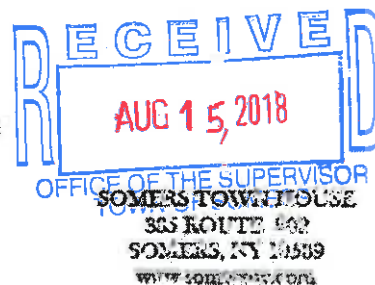
Westchester County Human Resources has approved her qualifications for the position. Barbara will begin work effective Tuesday, September 4 with the title of Assessment Clerk (temporary) at a salary of \$24,3236/hr (\$44,269/yr.) until December 31, 2018.

Sent to:  
TB, TA, TC  
8/28/18  
KD

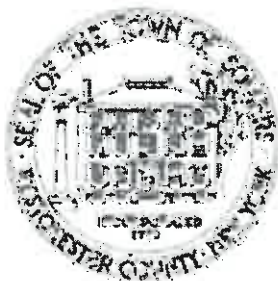
PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers  
WESTCHESTER COUNTY, N.Y.

Telephone  
(914) 277-5265  
Fax  
(914) 277-4093



Steven Woelfle  
Principal Engineering Technician  
swoelfle@somersny.com



Sydney Dym, AICP  
Town Planner  
sdym@somersny.com

Date: August 15, 2018  
To: Town Board  
From: Steven Woelfle *SW*  
Principal Engineering Technician  
RE: Wintje Stormwater Management and Erosion and Sediment Control  
Permit #ASMESC2012-07  
TM: 18.09-1-63  
Release of Erosion Control Bond  
Check received April 11, 2012

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This Office has no objection to the return of the Erosion Control Bond in the amount of \$500.00.

Please return to:

Michelle Wintje

SW/wg  
cc: Town Clerk  
Director of Finance

Sent to:  
TB, TA, TC  
8/28/18  
KD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone  
(914) 277-5366  
Fax  
(914) 277-4093

**Town of Somers**  
WESTCHESTER COUNTY, N.Y.



Sarah Wozniak  
Principal Engineering Technician  
swozniak@somersny.com

Synette Dym, AICP  
Town Planner  
sdym@somersny.com

Date: August 17, 2018  
To: Director of Finance T10(914)  
From: Wendy Getting *WJG*  
Senior Office Assistant  
RE: Erosion Control Bond  
Alspach Wetland Permit  
TM: 6.10-1-6

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Attached is a check in the amount of \$300 posted by Robert Alspach  
NY in payment of an Erosion Control Bond.

Att.  
cc: Town Board  
Town Clerk

Sent to:  
TB, TA, TC  
8/27/18  
KO

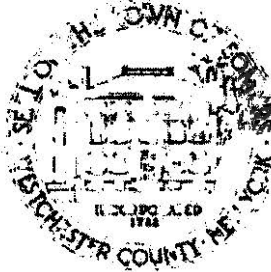
PLANNING AND ENGINEERING DEPARTMENTS

Telephone  
(914) 277-5366  
Fax  
(914) 277-5392

Town of Somers  
WESTCHESTER COUNTY, N.Y.



Steven Wocile  
Principal Engineering Technician  
swocile@somersny.com



Sydney Dym, AICP  
Town Planner  
sdym@somersny.com

Date: August 24, 2018  
To: Director of Finance T10(914)  
From: Wendy Getting  
Senior Office Assistant

RE: Conservation Subdivision  
27.C8

Attached is a check in the amount of \$1,900.00 posted by Law Office of Christopher P  
Foley LLC, in payment of an Erosion Control  
Bond for DiSiena Conservation Subdivision.

Att.  
cc: Town Board  
Town Clerk