

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
REGULAR MEETING - 7:00pm
THURSDAY, DECEMBER 13, 2018**

www.somersny.com

6:30PM Executive Session

I. PLEDGE OF ALLEGIANCE:

7:00pm Regular Meeting

II. ROLL CALL:

III. PUBLIC HEARINGS:

1. 2019 Preliminary Budget - Continuation
2. Proposed Local Law to amend Zoning Regulations, Section 170-3 to add that a mature cockerel be defined as when it starts crowing.
3. Proposed Local Law to amend Chapter 135 of the Code of the Town of Somers entitled Property Maintenance by adding Article II, Section 135-8 entitled Regulation of Bamboo.

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

IV. APPROVAL OF MINUTES:

SOMERS TOWN BOARD
REGULAR MEETING - 7:00pm
THURSDAY, DECEMBER 13, 2018
www.somersny.com

V. 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

VI. BUSINESS OF THE BOARD:

A. PARKS & RECREATION: No additional business.

B. TOWN BOARD:

1. Adopt 2019 Preliminary Budget as the 2019 Adopted Budget
2. Good Neighbor Policy presentation – County Executive George Latimer
3. Consideration to officially recognize January 20-26, 2019 as School Choice Week in the Town of Somers and issuing a proclamation recognizing National School Choice Week – Discussion
4. Authorize the Supervisor to execute the revised proposal from Woodard and Curran which lowers their fees for Additional Out-of-Scope Engineering and Construction Administration Services for the Lake Shenorock Stormwater Retrofits Project.
5. Authorize the Supervisor to execute a three-year agreement with SeamlessDocs to setup a Mailchimp account for the Town of Somers at an annual cost of \$900 per year.
6. Authorize the Supervisor to execute the Memorandum of Understanding (MUA) between the County of Westchester and the Town of Somers which provides Town personnel remote access to the County Clerk's Westchester Records Online (WRO) through December 31, 2019.
7. Request waiver for \$8,250 renewal fee of building permit from Heritage Hills Sewage Works Corp. – Discussion
8. Crossroads Easement Modification - Discussion

SOMERS TOWN BOARD
REGULAR MEETING - 7:00pm
THURSDAY, DECEMBER 13, 2018
www.somersny.com

C. **FINANCIAL:** - No additional business.

D. **HIGHWAY:** - No additional business.

E. **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. Parks and Recreation Board (1 – 3-year term ending 3/9/2019.)
- d. Partners in Prevention (2 – 3-year terms ending 12/31/2019.)
- e. Partners in Prevention (2 – 3-year terms ending 12/31/2020.)

2. **Upcoming Vacancies:**

- a. Library Board of Trustees (1 – 4-year term ending 12/31/2018.)
- b. Planning Board (1 - 7-year term ending 12/31/2018.)
- c. Zoning Board (1 - 5-year term ending 12/31/2018.)

3. Authorize hiring of Ms. Maria Rukaj as Seasonal Office Assistant in the Building Department at an hourly rate of \$15.26 per memo dated December 6, 2018 from Thomas J. Tooma Jr., Building Inspector effective November 27, 2018.

4. Authorize the appointment of Mr. Christopher McCormack to the Somers Parks and Recreation Board to a two (2) year term ending March 9, 2019.

F. **PLANNING & ENGINEERING:** - No additional business.

G. **POLICE:** - No additional business.

H. **CONSENSUS AGENDA:**

- 1. Authorize the return of the following Bonds per November 21, 2018 and November 29, 2018 memos from Steven Woelfle, Principal Engineering Technician.
 - a. \$500.00 Erosion Control Bond (Boniello Land and Realty LTD.)
 - b. \$500.00 Erosion Control Bond (Boniello Land and Realty LTD.)
 - c. \$500.00 Erosion Control Bond (Boniello Land and Realty LTD.)
 - d. \$500.00 Erosion Control Bond (Boniello Land and Realty LTD.)

SOMERS TOWN BOARD
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2. Authorize transfer of the following tax overpayments to the General Fund per November 28, 2018 memos from Michele McKearney, Receiver of Taxes:
 - a. \$20.92 Overpayment Taxes – (M. Vance)
 - b. \$49.76 Overpayment School Taxes – (N. Wissa/P. Chamoun)
3. Accept low bids for 2019 Highway Materials with the exception of mileage deviations for all categories picked up (F.O.B.) by trucks furnished by the Town of Somers per November 27, 2018 memo from Tom Chiaverini, Superintendent of Highways.
4. Authorize the Supervisor to execute the following:
 - a. Proposal from J. O'Connell & Associates dated November 28, 2018 as Grant Consultants for January 1, 2019 to December 31, 2019.
 - b. Comprehensive Service Agreement with Commercial Instruments & Alarm Systems, Inc. (CIA) effective January 1, 2019.
 - c. The Somers Estates Subdivision Letter of Credit No: S93059188 which extends the expiration date until November 19, 2019.
 - d. The Energy Improvement Corporation (EIC) Municipal Agreement Addendum – “Pay When Received PACE” Product.
5. Combine July 4, 2019 Work Session & Regular Meeting to July 11, 2019.
6. Authorize Supervisor to approve the establishing of fees for Special Use Permits for Wireless Telecommunications Facilities Applications Before the Somers Planning Board per memo dated November 13, 2018 from Syrette Dym, Director of Planning.

SOMERS TOWN BOARD
REGULAR MEETING - 7:00pm
THURSDAY, DECEMBER 13, 2018
www.somersny.com

2018 Calendar

December 13, 2018	7:00pm	Town Board Regular Meeting Continuation of Public Hearing 2019 Budget Public Hearing - Proposed Amendments to Zoning Regulations, Section 170-3 of the Code of the Town of Somers to add that a mature cockerel be defined as when it starts crowing. Public Hearing - Proposed Local Law to amend Chapter 135 of the Code of the Town of Somers entitled <u>Property Maintenance</u> by adding Article II, Section 135-8 entitled <u>Regulation of Bamboo</u> .
December 27, 2018	10:00am	Town Board Special Meeting

2019 Calendar

January 3, 2019	7:00pm	Town Board Organizational Meeting Town Board Work Session
January 10, 2019	7:00pm	Town Board Regular Meeting
February 7, 2019	7:00pm	Town Board Work Session
February 14, 2019	7:00pm	Town Board Regular Meeting
March 7, 2019	7:00pm	Town Board Work Session / Regular meeting

PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE that the Town of Somers will conduct a public hearing on December 13, 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, Article I, entitled General Provisions §170-3 entitled Definitions to define mature cockerel in 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: November 29, 2018

PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE that the Town of Somers will conduct a public hearing on December 13, 2018 at 7:00 p.m. at the Town House, 335 Route 202, Somers, New York on a proposed Local Law to amend Chapter 135 of the Code of the Town of Somers entitled Property Maintenance by adding Article II, Section 135-8 entitled Regulation of Bamboo.

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: November 29, 2018

Sent to:
TB, TA, TC
11/26/18
KD

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: November 20, 2018

RE: Local Law to Amend Chapter 135 of the Town Code entitled Property Maintenance by adding Article II, Section 135-8 entitled Regulation of Bamboo

The Town Board has drafted a local law that would regulate the growing of new bamboo by prohibiting any new planting and by establishing maintenance rules for treating bamboo that already exists as well as identifying penalties related to non-compliance with such regulations.

The legislation was forwarded to the Town Board by Tom Tooma and has been reviewed and recommended for adoption by the Planning Board in its memorandum of November 15, 2018.

The Town Board has scheduled a public hearing on the legislation for December 13, 2018. 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 December 13, 2018 as part of an uncoordinated SEQR review pursuant to attached lead agency designation
- Open and close the public hearing after taking any relevant testimony
- Review attached EAF Parts 1 and 2 and Narrative
- Make a Negative Declaration pursuant to attached
- Adopt the proposed legislation.

Cc: Roland Baroni
Patricia Kalba

Z:\PE\General files\Invasive Species\SEQR\Town Board Memorandum 11-20-18.docx

**NOTICE OF SEQR ACTIONS –Amendment to Chapter 135 Property Maintenance to add Article II, Section 135-8 entitled “Regulation of Bamboo”
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 it will act as lead agency as part of an uncoordinated review for amendment to Chapter 135 Property Maintenance to add Article II, Section 135-8 entitled “Regulation of Bamboo” of the Code of the Town of Somers.

The Somers Town Board at its meeting of December 13, 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 135 entitled Property Maintenance by adding Article II, Section 135-8 entitled “Regulation of Bamboo”

DESCRIPTION OF ACTION: The proposed action involves amendment to Chapter 135 of the town code entitled Property Maintenance by adding Article II, Section 135-8 entitled “Regulation of Bamboo. The regulation would prohibit the planting or growing of bamboo within the town and subject violators to penalties. Bamboo that existed prior to the date of this legislation may remain subject to being responsible that the bamboo does not encroach or grow on any adjoining or neighboring property. Such property owner will be required to take measures to prevent bamboo from invading adjoining properties. Should bamboo invade adjoining property, the Town will inform the owner that he is responsible for removing such bamboo. If not complied with, the Town can remove or make arrangements for removal of such bamboo.

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 – Amendments to Article XXII. Signs Section 170-126. Business districts 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 Building Inspector
Somers Town House
335 Route 202
Somers, New York 10589
Attn: Tom Tooma, Building Inspector

Architectural Review Board
Somers Town House
335 Route 202
Somers, New York 10589
Attn: Denise Schirmer

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

OpenSpace Committee
Somers Town House
335 Route 202
Somers, New York 10589
Attn: Denise Schirmer

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 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information							
Name of Action or Project: Amendment to Chapter 135 Property Maintenance to add Article II, Section 135-8 entitled Regulation of Bamboo							
Project Location (describe, and attach a location map): Town of somers , NY							
Brief Description of Proposed Action: Amendment to the Chapter 135 Property Maintenance to add Article II, Section 135-8 entitled Regulation of Bamboo. The section would prohibit the planting or growing of bamboo within the Town. Any pre-existing bamboo may remain bur such property owner would be required to ensure that his bamboo does not encroach or grow upon any adjoining or neighboring property utilizing measures to ensure such invasion.							
Name of Applicant or Sponsor: Town Board, Town of Somers		Telephone: 914-277-5366 E-Mail: sdym@somersny					
Address: 335 Rcute 202							
City/PO: Somers		State: NY	Zip Code: 10589				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">NO</td> <td style="width: 50%; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 5px;"><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">NO</td> <td style="width: 50%; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input type="checkbox"/>						
3.a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres							
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	N/A <input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?		NO <input type="checkbox"/>	YES <input type="checkbox"/>
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____		NO <input type="checkbox"/>	YES <input type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels?		NO <input type="checkbox"/>	YES <input type="checkbox"/>
b. Are public transportation service(s) available at or near the site of the proposed action?		<input type="checkbox"/>	<input type="checkbox"/>
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?		<input type="checkbox"/>	<input type="checkbox"/>
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____		NO <input type="checkbox"/>	YES <input type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____		NO <input type="checkbox"/>	YES <input type="checkbox"/>
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____		NO <input type="checkbox"/>	YES <input type="checkbox"/>
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?		NO <input type="checkbox"/>	YES <input type="checkbox"/>
b. Is the proposed action located in an archeological sensitive area?		<input type="checkbox"/>	<input type="checkbox"/>
13. a. 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?		NO <input type="checkbox"/>	YES <input type="checkbox"/>
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		<input type="checkbox"/>	<input type="checkbox"/>
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?		NO <input type="checkbox"/>	YES <input type="checkbox"/>
16. Is the project site located in the 100 year flood plain?		NO <input type="checkbox"/>	YES <input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES		NO <input type="checkbox"/>	YES <input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ _____		<input type="checkbox"/> NO <input type="checkbox"/> YES	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO	YES
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO	YES
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO	YES
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: _____ Date: _____ Signature: _____		

EAF Part 1 – Narrative Description of Proposed Action

The action involves amendments to Chapter 135 of the Town Code entitled Property Maintenance by adding Article II, Section 135-8 entitled Regulation of Bamboo. The legislation and its regulation would prohibit the planting or growing of bamboo within the town and subject violators to penalties. Bamboo that existed prior to the date of this legislation may remain subject to being responsible that the bamboo does not encroach or grow on any adjoining or neighboring property. Such property owner will be required to take measures to prevent bamboo from invading adjoining properties. Should bamboo invade adjoining property, the Town will inform the owner that he is responsible for removing such bamboo. If not complied with, the Town can remove or make arrangements for removal of such bamboo.

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%;"> Town Board Town of Somers <hr/> Name of Lead Agency </div> <div style="width: 45%;"> <hr/> Date </div> </div>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Rick Morrissey <hr/> Print or Type Name of Responsible Officer in Lead Agency </div> <div style="width: 45%;"> <hr/> Supervisor <hr/> Title of Responsible Officer </div> </div>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <hr/> Signature of Responsible Officer in Lead Agency </div> <div style="width: 45%;"> <hr/> Signature of Preparer (if different from Responsible Officer) </div> </div>	

PRINT FORM

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

Date of Adoption: December 13, 2018

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 proposed action involves amendment to Chapter 135 of the town code entitled Property Maintenance by adding Article II, Section 135-8 entitled "Regulation of Bamboo. The regulation would prohibit the planting or growing of bamboo within the town and subject violators to penalties. Bamboo that existed prior to the date of this legislation may remain subject to being responsible that the bamboo does not encroach or grow on any adjoining or neighboring property. Such property owner will be required to take measures to prevent bamboo from invading adjoining properties. Should bamboo invade adjoining property, the Town will inform the owner that he is responsible for removing such bamboo. If not complied with, the Town can remove or make arrangements for removal of such bamboo.

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 135 entitled Property Maintenance by adding Article II, Section 135-8 entitled "Regulation of Bamboo" will not have a significant adverse impact on the vegetation or character of the Town and, in fact, will improve the environment by prohibiting the planting of new bamboo and regulating the spread of bamboo that is already existing in the town and, therefore, will not have any significant adverse impacts upon the environment. This Negative Declaration indicates that no environmental impact statement need be prepared.

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

Involved and Interested Agencies:

SEQR DISTRIBUTION LIST – Amendments to Chapter 135 entitled Property Maintenance by adding Article II, Section 135-8 “Regulation of Bamboo” 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 Building Inspector
Somers Town House
335 Route 202
Somers, New York 10589
Attn: Tom Tooma, Building Inspector

Architectural Review Board
Somers Town House
335 Route 202
Somers, New York 10589
Attn: Denise Schirmer

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

Open Space committee
Somers Town House
335 Route 202
Somers, New York 10589
Attn: Denise Schirmer

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

For Further Information Contact: Syrette Dym, Director of Planning, Somers Town House, 335 Route 202, Somers, New York 10589, (914) 277-5366

Sent to:
TB, TA, TC
12/7/18
KO

Rick Morrissey

From: Proclamations Department <proclamations@schoolchoiceweek.com>
Sent: Tuesday, December 4, 2018 12:39 PM
To: Rick Morrissey
Subject: Proclamation Request

Dear The Honorable Rick Morrissey,

We are respectfully requesting that you consider joining dozens of city and county leaders across the country in officially recognizing January 20-26, 2019 as School Choice Week in Somers.

National School Choice Week (NSCW) will feature an unprecedented 40,000+ events nationwide.

National School Choice Week is entirely nonpolitical and nonpartisan, and we do not advocate for or against any legislation. Our goal is simply to raise awareness, among parents, of the public and nonpublic K-12 education options available to their children. Last year, more than 720 mayors and county leaders, along with 32 governors, the unanimous United States Senate, and the President issued proclamations recognizing NSCW.

Please let me know if you will be able to issue this proclamation and help us raise awareness of the importance of opportunity in education. I greatly appreciate your consideration. We have provided both a Word and .PDF proclamation template on our website at:

<https://schoolchoiceweek.com/proclamations/>

Also, for your convenience, we have provided the suggested proclamation language below.

If you have any questions, please just write back and let me know. Thank you in advance.

Best,
Andrew

Andrew Campanella
President
National School Choice Week
www.schoolchoiceweek.com

SUGGESTED PROCLAMATION LANGUAGE

Somers School Choice Week

WHEREAS all children in Somers should have access to the highest-quality education possible; and,

WHEREAS Somers recognizes the important role that an effective education plays in preparing all students in Somers to be successful adults; and,

WHEREAS quality education is critically important to the economic vitality of Somers; and,

WHEREAS Somers is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS Somers has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions

of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, I, do hereby recognize January 20-26, 2019 as Somers School Choice Week, and I call this observance to the attention of all of our citizens.

INSTRUCTIONS

- **If you issue a proclamation, please send a .pdf copy of the proclamation to Julie Collier at proclamations@schoolchoiceweek.com, so that we may recognize you for participating.**
- **If you choose to send a hard copy of an issued proclamation, please send it to: Julie Collier, National School Choice Week, 23052 - H Alicia Parkway, Suite 612 - Mission Viejo, CA 92692**

[Follow on Twitter](#) [Friend on Facebook](#) [Forward to Friend](#)

National School Choice Week provides an unprecedented opportunity, every January, to shine a spotlight on the need for effective education options for all children. Independently planned by a diverse coalition of individuals, schools and organizations, NSCW features thousands of special events across the country. The Week is a nonpartisan and nonpolitical public awareness effort.

Our mailing address is:

23052 - H Alicia Parkway, Suite 612 - Mission Viejo, CA 92692

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#).

Sent to:
TB, TA, TC
12/7/18
KO

COMMITMENT & INTEGRITY
DRIVE RESULTS

Woodard & Curran Engineering PA PC
751 Worcester Avenue | Suite L2
White Plains, New York 10604
www.woodardcurran.com

T 800.807.4080
T 914.443.2255
F 914.443.0147



November 20, 2018 (Revised from 10/04/2018)

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

Re: Lake Shenorock Stormwater Retrofits Project
Proposal for Additional Out-of-Scope Engineering and Construction Administration Services

Dear Mr. Morrissey:

Thank you for the opportunity to present the Town of Somers (Town) with this proposal for construction inspection and administration services associated with the Lake Shenorock Stormwater Retrofits project.

Based on our communications with NYSDEC and the Town's grant administrator, we understand that some work items in our original proposal to the Town dated 10/04/2018 (attached), are not eligible for coverage under the grant. Specifically, out-of-scope engineering and weekly SWPPP inspections for compliance with the SPDES permit are not eligible items. This proposal has been revised to exclude those items in an effort to fully cover our fees with the grant allowances and deliver this project at no cost to the Town.

Below is a summary of our revised scope of work and engineering fee estimate for this effort.

Construction Administration Services

Woodard & Curran will provide the following professional engineering services during construction:

1. Attend construction progress meetings and prepare meeting minutes as requested by the Town.
2. Perform punctual construction inspections to ensure compliance with critical design items for the Town (i.e. design compliance, clearing limits, erosion controls, installation of hydrodynamic separators, etc.).
3. Review and response preparation of required contractor submittals including specified product and material shop drawings and cut sheets.
4. Review and response preparation of contractor Requests for Information (RFIs).
5. Review of payment applications and preparation of payment recommendation letters.
6. Monitor overall construction progress and schedule.
7. Project Close-Out consisting of the preparation of a final punch list determination of Substantial and Final Completion, and final site walk to confirm all punch list items have been successfully completed;



8. Establish a cloud-based folder system to serve as repository for site photos, meeting minutes, construction drawings, and other project records.

Total Proposed Fee: \$29,840 (lump sum)

Our fees are based on an anticipated construction duration of 8 weeks, at an average involvement of 8 hours per week. If additional effort is deemed necessary or required by the Town, then Woodard & Curran will advise the Town accordingly.

Please note that, since it is not an eligible cost for grant reimbursement, Woodard & Curran will complete the required weekly NYSDEC SWPPP inspections at no cost to the Town. Also note that completed out-of-scope engineering work and fees in the amount of \$6,160 were removed from our original proposal.

Please **advise** us if this proposal is acceptable by signing below. Upon receipt of written authorization, we will provide services in accordance with the previously agreed upon and executed Terms & Conditions.

Thank you for the opportunity to continue to support the Town with this project.

Sincerely,

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

Joseph C. Barbagallo, PE, BCEE
Senior Principal

Town Authorization Date

Attachment: *Lake Shenorock Stormwater Retrofits Project Proposal for Additional Out-of-Scope Engineering and Construction Administration Services dated 10/04/2018.*



October 4, 2018

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

Re: Lake Shenorock Stormwater Retrofits Project
Proposal for Additional Out-of-Scope Engineering and Construction Administration Services

Dear Mr. Morrissey:

Thank you for the opportunity to present the Town of Somers (Town) with this proposal for additional engineering, construction inspection and administration services associated with the Lake Shenorock Stormwater Retrofits project.

Below is a summary of our proposed scope of work and engineering fee estimate for this effort.

SCOPE OF WORK

Phase 001 – Additional Out-of-Scope Engineering Services

Our initially authorized scope of work included engineering services related to the design of Stormwater Retrofit Practices (SRP) as identified in the New York Water Quality Improvement Program (WQIP) grant that was awarded to the Town. The basis of the grant was the installation of 2 dry swales and a hydrodynamic separator to collect and treat the stormwater draining into Lake Shenorock (Lake) at 5 stormwater outfalls located along the eastern side of the Lake. The authorized proposal included the following tasks:

1. Field investigation to identify the presence and depth to bedrock and groundwater;
2. SRP Feasibility Determination to identify the feasibility of the proposed dry swale SRP;
3. NYSDEC SPDES Permit preparation and submittal (Notice of Intent and Erosion & Sediment Control Plan);
4. Engineering Design and Preparation of Bid Documents; and
5. Bidding/Contractor Procurement.

After completing the field investigation and the SRP Feasibility Determination, Woodard & Curran determined that the proposed dry swale SRP was not feasible and an alternative SRP was pursued. In the interest of maximizing phosphorus reduction, Woodard & Curran proposed the use of Fabco StormBasin cartridges to be installed in catch basins located upstream of the Lake.

Woodard & Curran completed the required phosphorus reduction calculations and developed design documents and bid drawings for the alternative practice. However, NYSDEC later determined that the stormwater cartridges approach would not be eligible for grant funding despite being an approved SRP by the East of Hudson Watershed Corporation.



Generally, the following out-of-scope engineering work was completed for this project:

1. Performed site inspections to assess existing drainage infrastructure for cartridge installation;
2. Completed phosphorus removal calculations for the cartridges;
3. Attended meetings with Town Highway Supervisor and Town Engineer to discuss the proposed approach; and
4. Completed the design and developed plans for implementation of the proposed stormwater cartridges.

Phase 002 – Construction Administration Services

Woodard & Curran will provide the following professional engineering services during construction:

1. Attend construction progress meetings and prepare meeting minutes as requested by the Town.
2. Perform punctual construction inspections to ensure compliance with critical design items for the Town (i.e. design compliance, clearing limits, erosion controls, installation of hydrodynamic separators, etc.).
3. Complete NYSDEC required weekly Erosion & Sediment Control inspections and reports performed by a Qualified Inspector (as defined by NYSDEC), operating under the supervision of a NYS licensed professional engineer.
4. Review and response preparation of required contractor submittals including specified product and material shop drawings and cut sheets.
5. Review and response preparation of contractor Requests for Information (RFIs).
6. Review of payment applications and preparation of payment recommendation letters.
7. Monitor overall construction progress and schedule.
8. Provide weekly progress reports to the Town.
9. Project Close-Out consisting of the preparation of a final punch list determination of Substantial and Final Completion, and final site walk to confirm all punch list items have been successfully completed;
10. Establish a cloud-based folder system to serve as repository for site photos, progress reports, meeting minutes, construction drawings, and other project records.

Total Proposed Fee for Phase 001 and Phase 002: \$36,000 (lump sum)



Please note that our proposed fees are based on an anticipated construction duration of 8 weeks, at an average involvement of 10 hours per week. If additional effort is deemed necessary or required by the Town, then Woodard & Curran will advise the Town accordingly.

Please advise us if this proposal is acceptable by signing below. Upon receipt of written authorization, we will provide services in accordance with the previously agreed upon and executed Terms & Conditions.

Thank you for the opportunity to continue to support the Town with this project.

Sincerely,

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

Joseph C. Barbagallo, PE, BCEE
Senior Principal

Town Authorization

Date

Sent To:
TB, TA, TC
12/5/18
KD

seamless docs

Proposal

Mailchimp Integration

FOR: Tammi Savva, Somers, NY
ON: 11/26/2018



Exclusive Proposal

For the intended recipient only

This proposal, and any attachments or links, is for the intended recipient(s) only, may contain information that is privileged, confidential and/or proprietary and subject to important terms and conditions available at seamlessdocs.com.

Prepared for:	Tammi Savva
Prepared by:	Asher Rosenfeld
Prepared date:	11/26/2018
Expiration date:	12/26/2018

Product Summary

Description

With this proposal, SeamlessDocs is agreeing to setup a Mailchimp account for the Town of Somers. SeamlessDocs will set the Mailchimp account up and pay directly for the account. SeamlessDocs will not administer or advise on how the account is used or make any changes within the account.

Somers will be responsible for all changes and administration in Mailchimp including but not limited to:

- Uploading old email database and creating new email lists
- Creating email capture forms to be embedded on the site and refining styling
- Setting up RSS campaigns
- Setting up the RSS Settings in the SeamlessDocs CMS
- Setting up campaign styling, templates, and content
- Setting up RSS Item Content Blocks
- Setting up RSS Merge Tags
- Testing and confirming email campaigns
- Pasting RSS links from the SeamlessDocs CMS to the Mailchimp account

SeamlessDocs will be responsible for:

- Embedding Mailchimp email capture forms on the Somers Website
- Providing support regarding RSS settings in the SeamlessDocs CMS

Account Payment

The Mailchimp account will be setup in the name of the Town of Somers and SeamlessDocs will input a credit card for billing. SeamlessDocs will bill Somers for any charges that are incurred above the expected price of \$900/year.



Pricing Summary

Subscription Summary

Service	Includes	QTY	Cost
Mailchimp Subscription	Mailchimp Grow Account for 5,601 - 10,000 users	1	\$900 per year
Total Annual Subscription Costs			\$900
Term of Contract			3 Years
Total			\$2700

Mailchimp Pricing Screen:

Estimate your monthly rate
based on your subscribers or list
size

YOUR SUBSCRIBERS		TOTAL SUBSCRIBERS	EMAILS PER MONTH	MONTHLY COST*
6,000		5,001 - 5,200	Unlimited	\$55.00
Mailchimp Pro		5,201 - 5,400	Unlimited	\$60.00
UNLIMITED		5,401 - 10,000	Unlimited	\$75.00
YOUR PLAN		10,001 - 10,200	Unlimited	\$80.00
\$75.00 /month*		10,201 - 10,600	Unlimited	\$90.00

Order Form

SIGNATURE PAGE

Please complete the info and sign below. You will receive an **executed** copy automatically.

Organization Name	
Street Address	
City, State, Zip	
Primary Contact Name	
Primary Contact Email	
Billing Contact Name	
Billing Contact Email	

Subscription Details

Services To Be Delivered	Mailchimp payment
Subscription Start Date	Date of Signature
Payment Terms	Net 30
General Notes	

This Agreement is between the above Licensee & Bizodo Inc, dba SeamlessDocs. By executing this Agreement you are approving the pricing and subscription details for your custom plan.

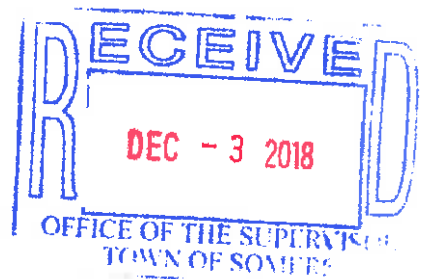
Partner

Signature	
Full Name	
Title	
Date	

SeamlessDocs

Signature	
Full Name	
Title	
Date	

Sent to:
TB, TA, TC
12/17/19
KD



WESTCHESTER COUNTY CLERK

Timothy C. Idoni
County Clerk

November 14, 2018

Honorable Rick Morrissey
Town Hall
335 Route 202
Somers, NY 10589

Dear Supervisor Morrissey,

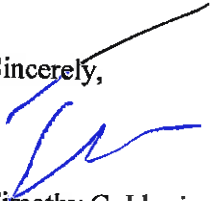
The Office of the Westchester County Clerk is very pleased to be able to continue to provide your municipality with access to Westchester Records Online (wro.WestchesterClerk.com) which allows your staff to access millions of records on file free of charge, *and now including foreclosure reports*. In addition, municipalities are given exclusive access to essential abstracts of real estate transactions to assist tax assessors.

Enclosed, please find the Memorandum of Understanding (MOU) that will allow your staff remote access to the County Clerk's Westchester Records Online (WRO) through December 31, 2019, provided that our office receives the signed document and attachments.

Please return the signed MOU and the updated subscriber fact sheet before December 17, 2018 to the attention of Ms. Hulda Martinez, Office of the Westchester County Clerk, 110 Dr. Martin Luther King Jr. Blvd, Suite 335, White Plains, New York 10601. If you have any questions, please contact Ms. Martinez at (914) 995-2079, or via email at hvm1@westchestergov.com.

We look forward to serving your municipality.

Sincerely,


Timothy C. Idoni
Westchester County Clerk



Office of Westchester County Clerk
Timothy C. Idoni

Municipal Subscriber Fact Sheet Town of Somers

**Please correct any incorrect information*

Contact Name and Address: Teresa A. Stegner, Assessor
Town of Somers
Town House
337 Route 202
Somers, NY 10589

Contact Phone Number: 277-3504

Contact Fax Number: 277-3790

Contact e-mail address: tstegner@somersny.com

Current User IDs: SOM01 assigned to Teresa Stegner **email** tstegner@somersny.com
SOM02 assigned to Teresa Delaney **email** tdelaney@somersny.com
SOM03 assigned to Steven Woelfle **email** swoelfle@somersny.com
SOM04 assigned to Syrette Dym **email** sdym@somersny.com

Please note that email addresses are now required for each UserID. If additional User IDs are requested, please advise of the name and title of the employee for whom you are requesting a User ID, along with a brief description of why that employee will need to access our records:

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF WESTCHESTER
AND**

LICENSE AGREEMENT made this ____ day of _____, 201____, by and between:

THE COUNTY OF WESTCHESTER (hereinafter referred to as the "County"), 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 and

(hereinafter referred to as the "Licensee"), located at

WHEREAS, the County desires to provide a license for remote access to the County Clerk's land records and legal files; and

WHEREAS, the Licensee desires a license for the privilege of utilizing such remote access to the County Clerk's record; and

NOW, THEREFORE, the parties hereto agree upon the premises, terms and conditions as follows:

1. **Licensed Access:** The County hereby grants to the Licensee a License at no cost for the use of (____) assigned user IDs from the Westchester County Clerk's system that would permit Licensee to connect computer terminal(s) for remote web access to the County Clerk's land records and legal files. Licensee accepts the land records and legal file information on an "as is" basis and the County provides no warranty as to the accuracy of the information. To the extent permitted by law, the County disclaims all liability for the information contained in the files and records.

2. **Confidentiality:** The Licensee agrees that, except in accordance with proper judicial order or as otherwise provided by law, the Licensee and any person employed, or otherwise engaged, by such Licensee who by virtue of such employment or engagement is given access to the County Clerk's Office land and legal records pursuant to this License, shall not divulge or make known in any manner any confidential information, such as social security numbers, contained in such records.

3. **Conduct of Operations:** The Licensee assumes all risk of operation and shall provide, at its sole cost and expense, all equipment and hardware, as determined by the County, necessary to gain access to the County Clerk's records. The County shall not be responsible as a bailee or otherwise for any equipment or hardware or other personal property of the Licensee, or its employees, used to gain remote access. The Licensee hereby waives any claim for loss or damages sustained to any personal property, including, without limitation, theft or other casualty.

The Licensee further agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Licensee shall indemnify and hold harmless the County, its officers, employees and agents from and against any all liability damage, claims, demands, costs, judgments, fees, attorneys' fees, or loss arising directly or indirectly out of the acts or omissions hereunder by the Licensee and third parties under the direction or control of the Licensee; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this License and to bear all other costs and expenses related thereto.

(c) that in the event the Licensee does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Licensee shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the License.

4. **Term and Termination:** The term of this License shall be for a period of one year commencing on January 1, 2019 and terminating on December 31, 2019, with the County Clerk's option to extend the License for **four** additional one-year periods on the same terms and conditions. This License shall be extended for an additional one-year period automatically upon Licensee's receipt of a letter notice from the County Clerk advising Licensee of the County Clerk's decision to exercise its option and extend this License for an additional one year period.

In addition, this License may be terminated by the County upon thirty (30) days written notice to the Licensee when, in its sole discretion, the County deems it in its best interest to do so. Licensee shall have the right to terminate this License upon thirty (30) days written notice to the County when, in its sole discretion, Licensee deems it in its best interest to do so.

5. **No Lease:** It is expressly understood and agreed that no equipment or space is leased to the Licensee. No exclusive rights for remote access (other than the licensed user IDs granted herein) are granted by this License.

6. **Notices:** All notices of any nature referred to in this License shall be in writing and either sent by regular mail, electronic correspondence, overnight courier, or sent by facsimile (with acknowledgement received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt, or in the case of notices sent by regular mail, notice shall be effective three business days after the date of mailing.

To the County:

Hon. Timothy C. Idoni
Westchester County Clerk
110 Dr. Martin Luther King, Jr. Blvd.
White Plains, New York 10601

And a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Licensee:

With a copy to:

Such addresses shall be subject to change from time to time as may be specified in writing.

7. **Assignment:** It is understood and agreed that this License and the privileges granted hereunder are exclusively personal in nature and the Licensee may not assign, convey, sell, transfer (including, but not limited to, an attempt to transfer this License pursuant to a sale or transfer of all or part of this Licensee's assets), or otherwise dispose of this License. Any attempted or purported assignment, subletting, or transfer of this License or any rights granted hereunder without the express written consent of the County is void.

8. **Entire Agreement:** This License and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

Signed this _____ day of _____, 201____

THE COUNTY OF WESTCHESTER

By: _____
Timothy C. Idoni, County Clerk

LICENSEE

By: _____
Print Name: _____
Title: _____
Date: _____

Approved as to form and manner of execution

Assistant County Attorney
The County of Westchester

CERTIFICATE OF AUTHORITY

I, _____ certify that I am the _____
(Officer other than officer signing contract) (Title)

of the _____ (the "Licensee") a corporation duly organized and in good standing
(Name of Licensee)

under the _____ named in the
(Law under which organized, e.g., New York Business Corporation Law)

foregoing agreement; that _____ who signed said agreement on
(Name of person executing agreement)

behalf of the Licensee as, at the time of execution _____ of the Licensee
(Title of such person)

and I further certify that said agreement was duly signed for and in behalf of said Licensee by authority of its Board of Directors, thereunto duly organized, and that such authority is in full force and effect at the date hereof.

(CORPORATE SEAL)

Signature

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

On this _____ day of _____, 20____, before me personally came _____ to me known and known to me to be the _____ of _____ the corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he/she the said _____ resides at _____ and that he/she is _____ of said corporation and knows the corporate seal of the said corporation, that the seal affixed to the above certificate is such corporate seal and that it was affixed to the above certificate by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGMENT

STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

Sent to:
TB, TA, T, C
12/7/18
KD



November 29, 2018

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

Re: Waiver of \$8,258.00 fee for Renewal of Building Permit,
Issued on August 8, 2005.
Heritage Hills Sewage Works Corp.
The first DEP 2005 Upgrade Building Permit.

Dear Supervisor Morrissey and Town Board Members,

As you are aware, the Heritage Hills Wastewater Treatment Plant is undergoing a second DEP upgrade. The new MBR upgrade building permit was issued on April 24, 2018. This permit was issued for; Alterations to Wastewater Facility, this includes a new headworks structure and modifications to the existing micro-filter building and other appurtenances related to this current upgrade.

As part of this upgrade, two additional plumbing permits were required for gas piping for new propane heaters and the other permit for the installation of a new buried propane tank. These permit applications resulted in Heritage Hills Sewage Works Corp. being informed by the Building Department that the Certificate of Occupancy was never issued for the original micro-filter building permit issued on August 8, 2005. This resulted in new permits being held until the original permit could be renewed. Due to the fact that these permits were related to heating the building the two permits were finally issued.

We find it unlikely that an industrial building approved by the State DEP, DEC, the Westchester Country Health Department and the Town of Somers could be constructed and completed with only one footing inspection performed on


September 26, 2005 and no certificate of occupancy. Since the building department has indicated to us that they have not been able to locate the original building permit drawings, this indicates that their files are incomplete, misfiled or lost.

To assist in providing the Building Department information for their files, we provided to Mr. Tom Tooma a copy of the record set/as-built drawings, certified by Malcolm Pirnie Inc. who is the engineering firm of record and the design engineers of the Original Sewer Plant Upgrade. I met Mr. Tooma at the plant to inspect the building structure; this structure has been in operation since constructed in 2005 with no defects or electrical issues over the last 13 years. All of the existing equipment from the first upgrade is being replaced including all of the existing electrical power to this equipment. All new equipment is being installed in this structure and electrified by new power feeds being inspected by the Electrical Underwriters of the State of New York.

We would like to be placed on the agenda for the next Town Board Meeting to request that the full renewal fee be waived and, since the Building Department has misplaced documents we would like a Certificate of Occupancy to be issued for the original building.

Sincerely,

HERITAGE HILLS SEWAGE WORKS CORP.



Marc A. Brassard
Vice President

C.c. Mr. Thomas Tooma, Building Inspector

Heritage Hills Sewage Works Corp.
PO Box 873, 465 Heritage Road
Southbury, CT 06488
(203) 264-8291 – (203) 264-3347 (Fax)

Sent to:
TB, TA, TC
12/11/18
KD

Kim DeLucia

From: Steve Woelfle
Sent: Tuesday, December 11, 2018 10:06 AM
To: rbaroni
Cc: Charles Martabano; Rich Williams; Karalee Mazzaferro; Rick Morrissey; Patricia Kalba; Kim DeLucia
Subject: Re: Crossroads Easement Modification

Easement description is acceptable

Sent from my iPhone

On Dec 10, 2018, at 7:36 AM, rbaroni

wrote:

Charlie, assuming Steve Woelfle reports to the Supervisor that the new exhibit B description is acceptable the Supervisor can add this to the TB's agenda for this Thursday's meeting For authorization to sign the amended easement document. To make this work you should deliver the original documents to Town Clerk Kalba tomorrow and if authorized Thursday night you would be able to pick up the executed documents Friday morning. hope this works for you. Roland

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Charles Martabano <cmartabano@terrapincap.com>

Date: 12/8/18 3:50 PM (GMT-05:00)

To: 'rbaroni'

Cc: 'Rich Williams' <RWilliams@insite-eng.com>, 'Karalee Mazzaferro' <kmazzaferro@chwattys.com>

Subject: Crossroads Easement Modification

Dear Roland:

As can be seen from the information set forth below and the attached, circumstances encountered during construction of the Crossroads project mandates that we need to effectuate a very minor modification to the Public Water Main Easement Agreement previously executed and recorded. For your ease of convenience and comparison, I have attached a copy of the original executed Easement Agreement to this email. As can be seen below and from the draft of the proposed amendment, the modification is very minimal, being limited in this regard to the substitution of a new Exhibit B required to be modified as a consequence of a field change during the construction of the water main.

By way of background, in May and June of 2017, Insite Engineering, working with representatives of the Town of Somers, coordinated the relocation of the wet tap for Crossroads so as to ensure that same did not occur within the entrance to the Avalon project. As a consequence of such relocation, Exhibit B to the Easement Agreement, which is a graphical depiction of the waterlines for easement purposes, was required to be modified. At my request, on December 3, 2018, Rich Williams sent a copy of this exhibit to Adam Smith, Steve Woelfle

and Steve Robbins so that they were in possession of the modified exhibit for confirmation purposes. A copy of Mr. Williams email to these individuals is attached for your file.

I have therefore attached a copy of the proposed amendment as well as a copy of the new Exhibit B to be attached to the Easement Agreement via amendment. I have also attached the necessary TP 584. With respect to the proposed amendment, there may be some very minimal "cleanups" to the body of the amendment by the title company, this will not affect the signature page.

The difficulty is that the closing is tentatively scheduled for this coming week. I am therefore hopeful that, given the de minimis nature of this amendment, you could expedite the execution of the proposed amendment and TP 584 by the Supervisor. In the event that this poses any logistical problem, in view of the fact that I am in the Town of Somers, following your review and subject to your approval, I can assemble the easement documents and bring them over to the Supervisor for execution and subsequent forwarding to the closing attorneys.

Again, I apologize for the short notice in connection with this matter and I am more than willing to bring the documents to the Supervisor's office for execution and forwarding as aforesaid. Please let me know your preferences in this regard.

As always, I am grateful to you for your assistance and prompt response.

Best regards and best wishes for a Healthy and Happy Holiday Season.

Charles V. Martabano

Attorney at Law

9 Mekeel Street

Katonah, New York 10536

Telephone (914) 242-6200

Cell (914) 760-9241

Facsimile (914) 242-3291

cmartabano@gmail.com

cmartabano@terrapincap.com

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Record & Return to:
Stephens, Baroni, Reilly & Lewis, LLP
175 Main Street
White Plains, NY 10601

AMENDMENT TO PUBLIC WATER MAIN EASEMENT AGREEMENT

THIS AMENDMENT TO PUBLIC WATER MAIN EASEMENT AGREEMENT (the "Amendment") is made and entered into as of December ____, 2018, by and among **CROSSROADS AT BALDWIN PLACE HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not-for-profit corporation and entity organized pursuant to Article XI of the Private Housing Finance Law of the State of New York having an address c/o Housing Action Council, Inc., 55 South Broadway, Tarrytown, New York 10591 (the "HDFC"), **CROSSROADS AT BALDWIN PLACE LIMITED PARTNERSHIP**, a New York limited partnership, having its principal place of business c/o The Kearney Realty & Development Group Inc., 34 Clayton Boulevard, Suite A, Baldwin Place, New York 10505 (the "LP", and together with the HDFC the "Grantor") and the **TOWN OF SOMERS**, a municipal corporation having its offices 335 Route 202, Somers, New York 10589 ("Grantee").

WITNESSETH:

WHEREAS, the HDFC is the fee owner of certain real property located at 57 Route 6, Town of Somers, County of Westchester, State of New York (the "Property") as nominee for the LP and the LP is the beneficial owner of the Property pursuant to a Declaration of Interest and Nominee Agreement dated as of December 16, 2016, which Property is more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Grantor and the Grantee entered into that certain Public Water Main Easement Agreement dated January 12, 2017 and recorded on February 10, 2017 in the Westchester County Clerk's Office as Control No. 570183698 (the "Original Easement Agreement"), which Original Easement Agreement created a public water easement for the benefit of the Grantor and Grantee; and

WHEREAS, the location of the original Easement Area has been relocated; and

WHEREAS, the Grantor and Grantee wish to amend the Original Easement Agreement to identify the new location of the Easement Area;

WHEREAS, the Grantor and Grantee now desire to amend the Original Easement Agreement as follows;

1. **Definitions.** Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed thereto in the Original Easement Agreement.

2. **Amendment.** Exhibit B of the Original Easement Agreement is deleted in its entirety and replaced with the Exhibit B attached hereto and made a part hereof.

3. Miscellaneous.

(a) This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

(b) This Amendment shall run with the land and be binding upon and inure to the benefit of the Grantor and Grantee and their respective personal representatives, successors and assigns.

(c) This Amendment may not be amended or modified except by a written instrument signed by the Grantor and Grantee, or their successors in interest, and consented to in writing by the holder(s) of any mortgage(s) encumbering any of the Property.

(d) Any notice required or permitted to be given pursuant to this Amendment will be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the Grantor and Grantee at their respective business addresses with a copy to the holder(s) of any mortgage(s) encumbering the Property sent pursuant to the notice provisions provided for in such mortgage(s). Any party may change the address to which notice will be sent by providing notice to the others in the manner provided in this subparagraph.

(e) In any dispute arising under or related to this Amendment, the prevailing party shall have the right to collect from the non-prevailing party(ies) its reasonable costs and attorneys' fees.

(f) All other terms and conditions of the Original Easement Agreement remain unchanged.

Signature Page Follows.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date and year first written above.

**CROSSROADS AT BALDWIN PLACE HOUSING
DEVELOPMENT FUND COMPANY, INC.**

By: _____
Name: Rosemarie Noonan
Title: President

**CROSSROADS AT BALDWIN PLACE
LIMITED PARTNERSHIP**

By: Crossroads at Baldwin Place Associates, LLC,
its Managing General Partner

By: _____
Name: Kenneth Kearney
Title: Manager

TOWN OF SOMERS

By: _____
Name: [Rick Morrissey]
Title: Supervisor

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On the ____ day of December in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared, **KENNETH KEARNEY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and

that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On the ____ day of December in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared, **ROSEMARIE NOONAN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

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

On the ____ day of December in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared, **[RICK MORRISSEY]**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

EXHIBIT "A"

Legal Description of the Property

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Somers, County of Westchester and Town of Carmel, County of Putnam, State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of U.S. Highway Route 6 in the Town of Somers, where the same is intersected by the division line between the herein described premises on the east being lands now or formerly of Eagle Golf Associates, LLC and lands now or formerly of Sun Oil on the west;

THENCE along said lands now or formerly of Sun Oil and continuing along lands now or formerly of Puntolillo, Cruikshank, Papenfuhs and Gassler, North 17 degrees 53 minutes 30 seconds West, 363.75 feet, North 13 degrees 43 minutes 04 seconds East, 587.27 feet to a stone wall marking the division line between the Counties Westchester and Putnam;

THENCE along said division line and lands now or formerly of the Town of Carmel, South 85 degrees 37 minutes 14 seconds East, 430.00 feet to a point;

THENCE continuing along said lands now or formerly of the Town of Carmel, North 21 degrees 03 minutes 19 seconds East, 244.20 feet, North 22 degrees 51 minutes 19 seconds East, 192.67 feet and North 20 degrees 11 minutes 39 seconds East, 27.53 feet to a point;

THENCE South 68 degrees 39 minutes 50 seconds East, 50.01 feet to lands shown on map of "Richard Reinhard" Filed Map No. 1273 (Putnam County);

THENCE along said lands and partially following the line of a stone wall, South 20 degrees 11 minutes 39 seconds West, 27.69 feet, South 22 degrees 51 minutes 19 seconds West, 193.05 feet, South 21 degrees 03 minutes 19 seconds West, 231.56 feet to the remains of a stone wall marking the division line between the Counties of Westchester and Putnam;

THENCE along said division line, South 88 degrees 21 minutes 01 second East, 93.28 feet, South 87 degrees 41 minutes 31 seconds East, 120.07 feet and South 85 degrees 28 minutes 01 second East, 150.13 feet to lands now or formerly of Cron;

THENCE along said lands, South 19 degrees 40 minutes 25 seconds West, 201.50 feet to lands now or formerly of Anderson;

THENCE along said lands, the following three (3) courses and distances:

1. South 73 degrees 37 minutes 24 seconds West, 171.10 feet;
2. North 73 degrees 48 minutes 31 seconds West, 92.85 feet; and
3. South 13 degrees 39 minutes 00 seconds West, 150.00 feet to the most northerly corner of the parcel conveyed by Kennard to McDevitt;

THENCE along the northerly and westerly sides of said McDevitt parcel, the following two (2) courses and distances:

1. North 76 degrees 21 minutes West, 125 feet; and
2. South 13 degrees 39 minutes West, 350.70 feet to the northerly side of U.S. Highway Route 6 in the Town of Somers;

RUNNING THENCE along the same, South 58 degrees 39 minutes 00 seconds West, 362.13 feet to the point and place of BEGINNING.

EXHIBIT "B"

Depiction of Easement Area

ORIGINAL

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



570183698EAS003B

Westchester County Recording & Endorsement Page

Submitter Information

Name: New York Title	Phone: 914 835-7100
Address 1: Sharon Trivino	Fax: 914 835-7466
Address 2: 550 Mamaroneck Avenue, Suite 401	Email: sharon@nytitle.com
City/State/Zip: Harrison NY 10528	Reference for Submitter: NYT16121 VanBenschoten/4684.03b

Document Details

Control Number: 570183698	Document Type: Easement (EAS)	Total Page Count: 13
Package ID: 2016121200078001008	Document Page Count: 11	

Parties

☐ Additional Parties on Continuation page

1st PARTY 1: CROSSROADS AT BALDWIN PLACE HOUSING DEVELOP - Other 2:	2nd PARTY 1: CROSSROADS AT BALDWIN PLACE LTD PARTNERSHIP - Other 2:
--	--

Property

☒ Additional Properties on Continuation page

Street Address: 57 ROUTE 6	Tax Designation: 4.20-1-3.1 & 3.11
City/Town: SOMERS	Village:

Cross-References

☐ Additional Cross-Refs on Continuation page

1:	2:	3:	4:
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Supporting Documents

1: TP-584

Recording Fees

Statutory Recording Fee:	\$0.00
Page Fee:	\$0.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$0.00
TP-584 Filing Fee:	\$0.00
Total Recording Fees Paid:	\$0.00

Transfer Taxes

Consideration:	\$0.00
Transfer Tax:	\$0.00
Mansion Tax:	\$0.00
Transfer Tax Number:	9262

Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
Total Mortgage Tax:	\$0.00

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 02/10/2017 at 02:29 PM

Control Number: 570183698

Witness my hand and official seal

Timothy C. Mori
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

Stephens, Baroni, Reilly & Lewis, LLP
175 Main Street

White Plains, NY 10601

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

570183698EAS003B

Westchester County Recording & Endorsement Page

Document Details

Control Number: **570183698**

Document Type: **Easement (EAS)**

Package ID: 2016121200078001006

Document Page Count: 11

Total Page Count: 13

Properties Addendum

1 KENNARD DRIVE 10541

NON-WESTCHESTER

86.14 1 6

Record & Return to:
Stephens, Baroni, Reilly & Lewis, LLP
175 Main Street
White Plains, NY 10601

RECORD AT THE REQUEST OF
New York Title Research
550 Mamaroneck Ave.
Suite 401
Harrison, NY 10528
Title No. NYT16121 (7)

PUBLIC WATER MAIN EASEMENT AGREEMENT

THIS PUBLIC WATER MAIN EASEMENT AGREEMENT (this "Agreement") is made and entered into as of January 12, 2017, by and CROSSROADS AT BALDWIN PLACE HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation and entity organized pursuant to Article XI of the Private Housing Finance Law of the State of New York having an address c/o Housing Action Council, Inc., 55 South Broadway, Tarrytown, New York 10591 (the "HDFC"), CROSSROADS AT BALDWIN PLACE LIMITED PARTNERSHIP, a New York limited partnership, having its principal place of business c/o The Kearney Realty & Development Group Inc., 34 Clayton Boulevard, Suite A, Baldwin Place, New York 10505 (the "LP"), and together with the HDFC the "Grantor") and the TOWN OF SOMERS, a municipal corporation having its offices 335 Route 202, Somers, New York 10589 ("Grantee").

WITNESSETH:

WHEREAS, the HDFC is the fee owner of certain real property located at 57 Route 6, Town of Somers, County of Westchester, State of New York (the "Property") as nominee for the LP and the LP is the beneficial owner of the Property pursuant to a Declaration of Interest and Nominee Agreement dated the date of this Agreement, which Property is more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, LP intends to develop the Property as a residential community known as "Crossroads at Baldwin Place" (the "Project"); and

WHEREAS, on September 14, 2016, the Planning Board of the Town of Somers (the "Planning Board") adopted Resolution No. 2016-08 (the "Approval"), granting conditional site plan approval, stormwater management and erosion and sediment control permit and wetland and watercourse protection permit approval, for the development of the Project; and

WHEREAS, as part of the Project, Grantor will be constructing certain public infrastructure, including public water mains and appurtenances (collectively, the "Water Main"), which will require maintenance, repair, restoration and replacement from time to time. The Water Main will be located within the portions of the Property described in Exhibit B attached and made a part hereof and shown and designated as "Water Easement" on the plan (the "Easement Area")

THIS INSTRUMENT IS EXEMPT FROM
RECORDING OR FILING FEES PURSUANT
TO LAW.

Carol F. Arcuri
Deputy County Attorney Assistant

NOW THEREFORE, Grantee and Grantor hereby agree as follows:

1. LP will construct and install the Water Main in accordance with the plans approved by the Planning Board, which plans are set forth in Exhibit C.

2. (a) Grantor hereby irrevocably offers for dedication, upon completion, the Water Main to Grantee and remises, releases, grants and conveys unto Grantee a perpetual non-exclusive easement (the "Easement") on, over, under, through and across the Easement Area for the purposes of operating, using, maintaining, inspecting, repairing, restoring, replacing, extending and/or relaying the Water Main (the "Work"); together with a free right of ingress and egress therefrom and thereon, including the right to enter upon the Easement Area at any time, after providing LP reasonable advance notice (except in cases of bona-fide emergency), to perform any of the aforesaid activities without restriction or hindrance by Grantor.

(b) Notwithstanding any other provision of this Agreement, Grantor and Grantee agree that until the Grantee accepts the dedication of the Water Main, LP, and not Grantee, shall perform any and all Work, including Work required at the direction of the Grantee to keep the Water Main fully operational in compliance with all applicable laws and regulations of all governmental authorities having jurisdiction, at Grantee's sole cost and expense.

3. The parties agree that Grantee shall be liable for all costs and expenses which may arise, directly or indirectly, in connection with the performance of the Work.

4. Grantee agrees that as soon as practicable after the performance by Grantee and/or its agents or contractors of any Work within the Easement Area, Grantee shall restore the same to as near to the same condition as existed before the undertaking of such Work as is reasonably practicable under the circumstances.

5. Grantee hereby indemnifies and agrees to hold harmless Grantor, and its successors and assigns, from and against any and all claims, liabilities, losses or damages of any kind or nature which may arise, directly or indirectly, by or through its conduct and the conduct and activity of its officers, officials, employees, agents, representatives or contractors in connection with this Agreement and the Easement granted hereby, but not as a result of any intervening negligence or willful misconduct of Grantor, its members, officers, employees, agents, representatives or contractors.

6. LP hereby indemnifies and agrees to hold harmless Grantee, and its successors and assigns, from and against any and all claims, liabilities, losses or damages of any kind or nature which may arise, directly or indirectly, by or through its conduct and the conduct and activity of its officers, officials, employees, agents, representatives or contractors in connection with this Agreement, but not as a result of any intervening negligence or willful misconduct of Grantee, its officers, employees, agents, representatives or contractors.

7. Grantor shall not authorize, undertake, or permit any material alteration, abandonment, modification or discontinuation of the Water Main except in accordance with the prior written approval of Grantee, or erect any permanent buildings, structures, walls or

obstructions of any kind or nature on, in or over the Easement Area without Grantee's prior consent, except that Grantor shall be permitted to: (a) plant and maintain within the Easement Area turf grasses and non-woody annual and perennial ornamental plants; and (b) construct and install on, over and across the Easement Area asphalt, concrete or other permanent pavement and construct and install curbing, storm water drainage conveyances and facilities, and other utilities and "street" improvements, and appurtenances.

8. Ownership of the Easement Area (but not the Water Main) shall remain in all respects vested in Grantor and its successors and/or assigns, and the use and enjoyment of the Easement Area is retained in perpetuity by and for Grantor, its successors and/or assigns, subject to the provisions of the Easement granted hereby.

9. Any notice required under this Agreement shall be deemed duly given when made in writing and mailed by certified mail return-receipt requested to the party at the following address (or to such other address as that party may give notice of in writing from time to time):

Grantor:

Crossroads at Baldwin Place
Housing Development Fund Company Inc.
c/o Housing Action Council, Inc.
55 South Broadway
Tarrytown, New York 10591
Attention: Rosemarie Noonan, President

and to:

Crossroads at Baldwin Place Limited Partnership
c/o The Kearney Realty & Development Group Inc.
34 Clayton Boulevard, Suite A
Baldwin Place, New York 10505
Attention: Kenneth Kearney

with a copy to:

Cannon Heyman & Weiss, LLP
54 State Street, 5th Floor
Albany, New York
Attention: Steven S. Heyman, Esq.

Grantee:

Town of Somers
335 Route 202
Somers, New York 10589
Attention: Supervisor

10. This Agreement and all rights and easements hereunder granted shall run with the land and shall be binding upon the successors, legal representatives and assigns of Grantor and Grantee.

11. The failure of any person to enforce any provision of this Agreement and/or the easements and rights granted hereby shall not be deemed a waiver of such person's right to do so thereafter.

12. The parties hereby irrevocably submit to the exclusive jurisdiction of the Supreme Court of the State of New York over any suit, action or proceeding arising out of or relating to this Agreement, and to Westchester County as the exclusive venue of any such suit, action or proceeding. The parties hereby irrevocably waive, to the fullest extent permitted by law, any objection they may now or hereafter have to such venue as being an inconvenient forum.


13. If any provision of this Agreement or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remainder of the provisions of this Agreement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

14. Nothing expressed or implied in this Agreement is intended or shall be construed to give any person other than the parties hereto any right, remedy or claim under or with respect to this Agreement. This Agreement is intended for the sole and exclusive benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Nothing further on this page.

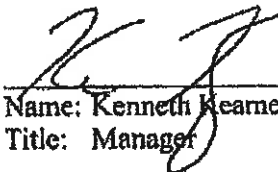
IN WITNESS WHEREOF, the parties hereto have caused this Public Water Main Easement Agreement to be duly signed and made effective as of the day and year first above written.

**CROSSROADS AT BALDWIN PLACE HOUSING
DEVELOPMENT FUND COMPANY, INC.**

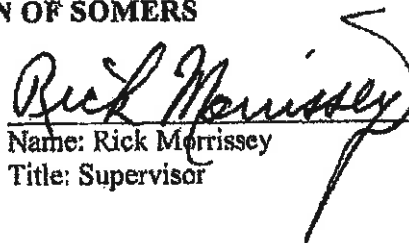
By: 
Name: Rosemarie Noonan
Title: President

**CROSSROADS AT BALDWIN PLACE
LIMITED PARTNERSHIP**

By: Crossroads at Baldwin Place Associates, L.L.C.,
its Managing General Partner

By: 
Name: Kenneth Kearney
Title: Manager

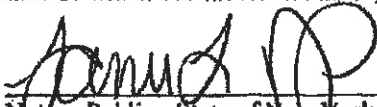
TOWN OF SOMERS

By: 
Name: Rick Morrissey
Title: Supervisor

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS.:

On the 10 day of December in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared, **KENNETH KEARNEY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

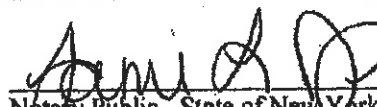

Notary Public - State of New York

JAMI L. ROGERS
Notary Public, State of New York
No. 01RO6164230
Qualified in Rensselaer County
Commission Expires April 16, 2019

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS.:

On the 10 day of December in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared, **ROSEMARIE NOONAN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

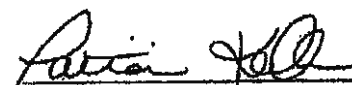

Notary Public - State of New York

JAMI L. ROGERS
Notary Public, State of New York
No. 01RO6164230
Qualified in Rensselaer County
Commission Expires April 16, 2019

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

SS.:

On the 11 day of ~~December~~ ^{January} in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared, **RICK MORRISSEY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

PATRICIA KALBA
Notary Public, State of New York
No. 01KA6080158
Qualified in Westchester County
My Commission Expires Sept. 9, 2018

EXHIBIT "A"

Legal Description of Property

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Somers, County of Westchester and Town of Carmel, County of Putnam, State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of U.S. Highway Route 6 in the Town of Somers, where the same is intersected by the division line between the herein described premises on the east being lands now or formerly of Eagle Golf Associates, LLC and lands now or formerly of Sun Oil on the west;

THENCE along said lands now or formerly of Sun Oil and continuing along lands now or formerly of Puntolillo, Cruikshank, Papenfuhs and Gassler, North 17 degrees 53 minutes 30 seconds West, 363.75 feet, North 13 degrees 43 minutes 04 seconds East, 587.27 feet to a stone wall marking the division line between the Counties Westchester and Putnam;

THENCE along said division line and lands now or formerly of the Town of Carmel, South 85 degrees 37 minutes 14 seconds East, 430.00 feet to a point;

THENCE continuing along said lands now or formerly of the Town of Carmel, North 21 degrees 03 minutes 19 seconds East, 244.20 feet, North 22 degrees 51 minutes 19 seconds East, 192.67 feet and North 20 degrees 11 minutes 39 seconds East, 27.53 feet to a point;

THENCE South 68 degrees 39 minutes 50 seconds East, 50.01 feet to lands shown on map of "Richard Reinhard" Filed Map No. 1273 (Putnam County);

THENCE along said lands and partially following the line of a stone wall, South 20 degrees 11 minutes 39 seconds West, 27.69 feet, South 22 degrees 51 minutes 19 seconds West, 193.05 feet, South 21 degrees 03 minutes 19 seconds West, 231.56 feet to the remains of a stone wall marking the division line between the Counties of Westchester and Putnam;

THENCE along said division line, South 88 degrees 21 minutes 01 second East, 93.28 feet, South 87 degrees 41 minutes 31 seconds East, 120.07 feet and South 85 degrees 28 minutes 01 second East, 150.13 feet to lands now or formerly of Cron;

THENCE along said lands, South 19 degrees 40 minutes 25 seconds West, 201.50 feet to lands now or formerly of Anderson;

THENCE along said lands, the following three (3) courses and distances:

1. South 73 degrees 37 minutes 24 seconds West, 171.10 feet;
2. North 73 degrees 48 minutes 31 seconds West, 92.85 feet; and
3. South 13 degrees 39 minutes 00 seconds West, 150.00 feet to the most northerly corner of the parcel conveyed by Kennard to McDevitt;

THENCE along the northerly and westerly sides of said McDevitt parcel, the following two (2) courses and distances:

1. North 76 degrees 21 minutes West, 125 feet; and

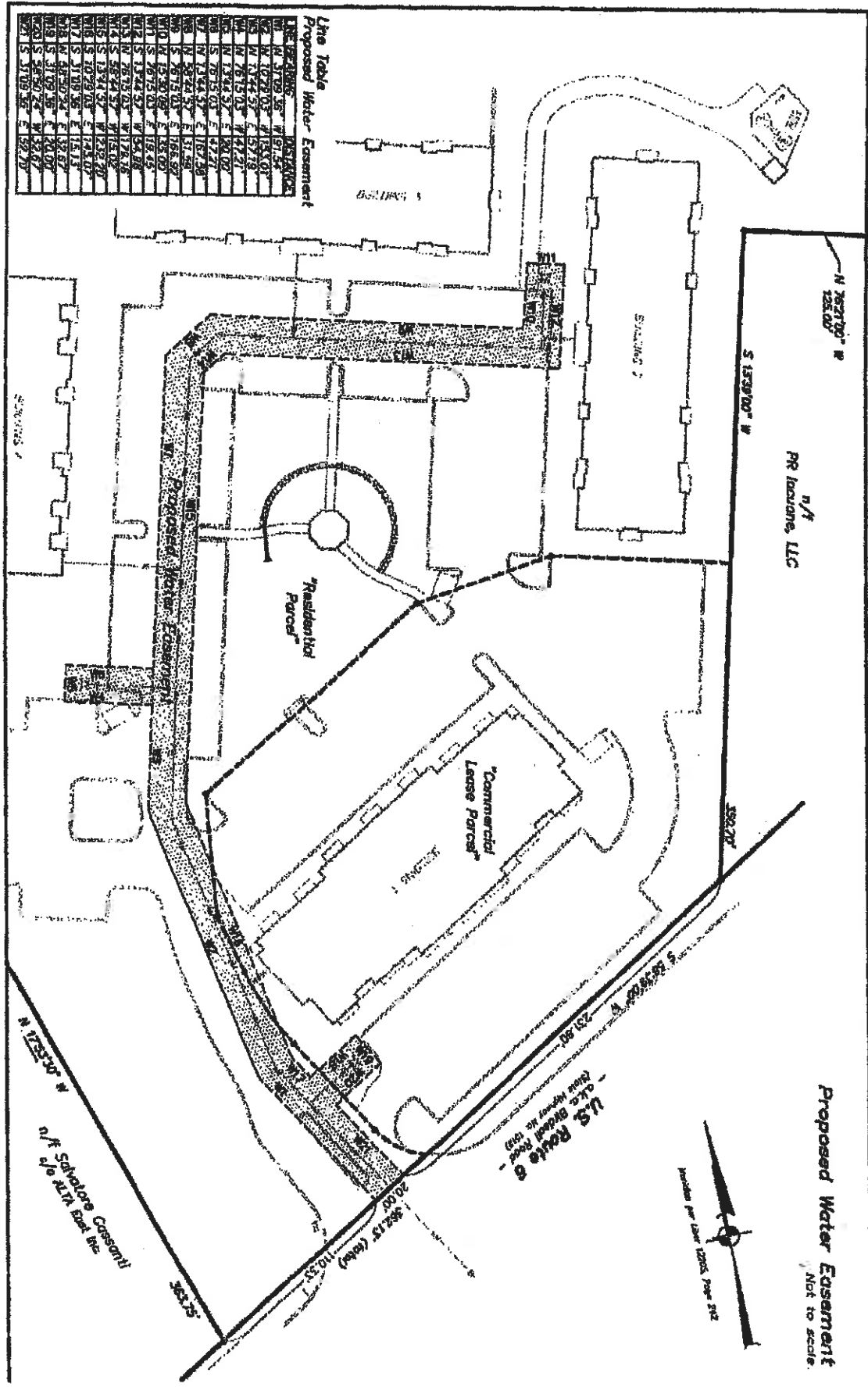
2. South 13 degrees 39 minutes West, 350.70 feet to the northerly side of U.S. Highway Route 6 in the Town of Somers;

RUNNING THENCE along the same, South 58 degrees 39 minutes 00 seconds West, 362.13 feet to the point and place of BEGINNING.

EXHIBIT B

Depiction of Easement Area

Original



Line Table
Proposed Water Easement

LINE	START	END	BEARING	DISTANCE
1	100.00	100.00	N 0°00'00" E	100.00
2	100.00	100.00	S 0°00'00" W	100.00
3	100.00	100.00	N 0°00'00" E	100.00
4	100.00	100.00	S 0°00'00" W	100.00
5	100.00	100.00	N 0°00'00" E	100.00
6	100.00	100.00	S 0°00'00" W	100.00
7	100.00	100.00	N 0°00'00" E	100.00
8	100.00	100.00	S 0°00'00" W	100.00
9	100.00	100.00	N 0°00'00" E	100.00
10	100.00	100.00	S 0°00'00" W	100.00
11	100.00	100.00	N 0°00'00" E	100.00
12	100.00	100.00	S 0°00'00" W	100.00
13	100.00	100.00	N 0°00'00" E	100.00
14	100.00	100.00	S 0°00'00" W	100.00
15	100.00	100.00	N 0°00'00" E	100.00
16	100.00	100.00	S 0°00'00" W	100.00
17	100.00	100.00	N 0°00'00" E	100.00
18	100.00	100.00	S 0°00'00" W	100.00
19	100.00	100.00	N 0°00'00" E	100.00
20	100.00	100.00	S 0°00'00" W	100.00
21	100.00	100.00	N 0°00'00" E	100.00
22	100.00	100.00	S 0°00'00" W	100.00
23	100.00	100.00	N 0°00'00" E	100.00
24	100.00	100.00	S 0°00'00" W	100.00
25	100.00	100.00	N 0°00'00" E	100.00
26	100.00	100.00	S 0°00'00" W	100.00
27	100.00	100.00	N 0°00'00" E	100.00
28	100.00	100.00	S 0°00'00" W	100.00
29	100.00	100.00	N 0°00'00" E	100.00
30	100.00	100.00	S 0°00'00" W	100.00
31	100.00	100.00	N 0°00'00" E	100.00
32	100.00	100.00	S 0°00'00" W	100.00
33	100.00	100.00	N 0°00'00" E	100.00
34	100.00	100.00	S 0°00'00" W	100.00
35	100.00	100.00	N 0°00'00" E	100.00
36	100.00	100.00	S 0°00'00" W	100.00
37	100.00	100.00	N 0°00'00" E	100.00
38	100.00	100.00	S 0°00'00" W	100.00
39	100.00	100.00	N 0°00'00" E	100.00
40	100.00	100.00	S 0°00'00" W	100.00
41	100.00	100.00	N 0°00'00" E	100.00
42	100.00	100.00	S 0°00'00" W	100.00
43	100.00	100.00	N 0°00'00" E	100.00
44	100.00	100.00	S 0°00'00" W	100.00
45	100.00	100.00	N 0°00'00" E	100.00
46	100.00	100.00	S 0°00'00" W	100.00
47	100.00	100.00	N 0°00'00" E	100.00
48	100.00	100.00	S 0°00'00" W	100.00
49	100.00	100.00	N 0°00'00" E	100.00
50	100.00	100.00	S 0°00'00" W	100.00
51	100.00	100.00	N 0°00'00" E	100.00
52	100.00	100.00	S 0°00'00" W	100.00
53	100.00	100.00	N 0°00'00" E	100.00
54	100.00	100.00	S 0°00'00" W	100.00
55	100.00	100.00	N 0°00'00" E	100.00
56	100.00	100.00	S 0°00'00" W	100.00
57	100.00	100.00	N 0°00'00" E	100.00
58	100.00	100.00	S 0°00'00" W	100.00
59	100.00	100.00	N 0°00'00" E	100.00
60	100.00	100.00	S 0°00'00" W	100.00
61	100.00	100.00	N 0°00'00" E	100.00
62	100.00	100.00	S 0°00'00" W	100.00
63	100.00	100.00	N 0°00'00" E	100.00
64	100.00	100.00	S 0°00'00" W	100.00
65	100.00	100.00	N 0°00'00" E	100.00
66	100.00	100.00	S 0°00'00" W	100.00
67	100.00	100.00	N 0°00'00" E	100.00
68	100.00	100.00	S 0°00'00" W	100.00
69	100.00	100.00	N 0°00'00" E	100.00
70	100.00	100.00	S 0°00'00" W	100.00
71	100.00	100.00	N 0°00'00" E	100.00
72	100.00	100.00	S 0°00'00" W	100.00
73	100.00	100.00	N 0°00'00" E	100.00
74	100.00	100.00	S 0°00'00" W	100.00
75	100.00	100.00	N 0°00'00" E	100.00
76	100.00	100.00	S 0°00'00" W	100.00
77	100.00	100.00	N 0°00'00" E	100.00
78	100.00	100.00	S 0°00'00" W	100.00
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81	100.00	100.00	N 0°00'00" E	100.00
82	100.00	100.00	S 0°00'00" W	100.00
83	100.00	100.00	N 0°00'00" E	100.00
84	100.00	100.00	S 0°00'00" W	100.00
85	100.00	100.00	N 0°00'00" E	100.00
86	100.00	100.00	S 0°00'00" W	100.00
87	100.00	100.00	N 0°00'00" E	100.00
88	100.00	100.00	S 0°00'00" W	100.00
89	100.00	100.00	N 0°00'00" E	100.00
90	100.00	100.00	S 0°00'00" W	100.00
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92	100.00	100.00	S 0°00'00" W	100.00
93	100.00	100.00	N 0°00'00" E	100.00
94	100.00	100.00	S 0°00'00" W	100.00
95	100.00	100.00	N 0°00'00" E	100.00
96	100.00	100.00	S 0°00'00" W	100.00
97	100.00	100.00	N 0°00'00" E	100.00
98	100.00	100.00	S 0°00'00" W	100.00
99	100.00	100.00	N 0°00'00" E	100.00
100	100.00	100.00	S 0°00'00" W	100.00

EXHIBIT C

List of Approved Project Documents

Drawing No.	Title	Prepared By	Dated
OP-1	Overall Plan	Insite Engineering	11/30/16
EX-1	Existing Conditions & Removals Plan	Insite Engineering	11/30/16
SP-1	Layout and Landscape Plan	Insite Engineering	11/30/16
SP-2	Grading Plan	Insite Engineering	11/30/16
SP-3.1	Onsite Utilities Plan	Insite Engineering	11/30/16
SP-3.2	Schematic Offsite Sidewalk & Sewer Plan	Insite Engineering	11/30/16
SP-4	Erosion & Sediment Control and Phasing Plan	Insite Engineering	11/30/16
LP-1	Lighting Plan	Insite Engineering	11/30/16
PR-1	Drainage Profiles	Insite Engineering	11/30/16
PR-2	Sewer Profiles	Insite Engineering	11/30/16
PR-3	Sewer / Water Main Profiles	Insite Engineering	11/30/16
D-1	Details & Easement Plan	Insite Engineering	11/30/16
D-2	Details	Insite Engineering	11/30/16
D-3	Details	Insite Engineering	11/30/16
D-4	Details	Insite Engineering	11/30/16
D-5	Details	Insite Engineering	11/30/16
D-6	Details	Insite Engineering	11/30/16
D-7	Details	Insite Engineering	11/30/16
D-8	Details	Insite Engineering	11/30/16
D-9	Details	Insite Engineering	11/30/16
D-10	Details	Insite Engineering	11/30/16
D-11	Details	Insite Engineering	11/30/16

Water Easement
Not to scale

Meridian per Liber 12015, Page 242

Line Bearings and Distances

LINE	BEARING	DISTANCE
W1	N 31°18'18" W	23.48
W2	N 16°18'16" W	31.67
W3	N 12°48'42" W	11.63
W4	N 13°48'42" W	20.00
W5	N 13°48'42" E	11.63
W6	N 13°48'42" W	21.21
W7	N 21°26'16" W	92.62
W8	N 13°48'42" W	103.71
W9	N 13°48'42" E	32.78
W10	N 13°48'42" E	47.21
W11	N 13°48'42" E	20.00
W12	N 13°48'42" E	47.21
W13	N 13°48'42" E	16.59
W14	N 13°48'42" E	31.67
W15	N 13°48'42" E	16.59
W16	N 13°48'42" E	31.67
W17	N 13°48'42" E	16.59
W18	N 13°48'42" E	31.67
W19	N 13°48'42" E	16.59
W20	N 13°48'42" E	31.67
W21	N 13°48'42" E	16.59
W22	N 13°48'42" E	31.67
W23	N 13°48'42" E	16.59
W24	N 13°48'42" E	31.67
W25	N 13°48'42" E	16.59
W26	N 13°48'42" E	31.67
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W93	N 13°48'42" E	16.59
W94	N 13°48'42" E	31.67
W95	N 13°48'42" E	16.59
W96	N 13°48'42" E	31.67
W97	N 13°48'42" E	16.59
W98		

Revised

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



583343456EAS0015

Westchester County Recording & Endorsement Page

Prepared: 11/30/2018 4:43:18 PM

Submitter Information

Name: First American Title Insurance Company Phone: 914-873-8795
Address 1: 550 Mamaroneck Avenue Fax:
Address 2: #401 Email: dlmcmillan@firstam.com
City/State/Zip: Harrison NY 10528 Reference for Submitter: CrossroadsBaldwin-Easements

Document Details

Control Number: 583343456 Document Type: Easement (EAS)
Package ID: 2018113000203001000 Document Page Count: 7 Total Page Count: 8

Parties

☐ Additional Parties on Continuation page

1st PARTY

2nd PARTY

1: CROSSROADS AT BALDWIN PLACE HOUSING DEVELOPMENT - Other 1: TOWN OF SOMERS - Other
2: CROSSROADS AT BALDWIN PLACE LP - Other 2:

Property

☐ Additional Properties on Continuation page

Street Address: 57 ROUTE 6

Tax Designation: 4.20-1-3.1 & 3.11

City/Town: SOMERS

Village:

Cross-References

☐ Additional Cross-Refs on Continuation page

1: 570183898 2: 3: 4:

Supporting Documents

1: TP-584

Recording Fees

Statutory Recording Fee: \$40.00
Page Fee: \$40.00
Cross-Reference Fee: \$0.50
Mortgage Affidavit Filing Fee: \$0.00
RP-5217 Filing Fee: \$0.00
TP-584 Filing Fee: \$5.00
Total Recording Fees Paid: \$85.50

Transfer Taxes

Consideration: \$0.00
Transfer Tax: \$0.00
Mansion Tax: \$0.00
Transfer Tax Number:

Mortgage Taxes

Document Date:
Mortgage Amount: \$0.00
Basic: \$0.00
Westchester: \$0.00
Additional: \$0.00
MTA: \$0.00
Special: \$0.00
Yonkers: \$0.00
Total Mortgage Tax: \$0.00

Dwelling Type: Exempt ☐
Serial #:

Record and Return To

☐ Pick-up at County Clerk's office

First American Title Insurance Company
550 Mamaroneck Avenue
#401
Harrison, NY 10528
Attn: Danielle McMillan



Office of the Westchester County Clerk



583343461TPD0011

Supporting Document Cover Page

Submitter Information

Name:	First American Title Insurance Company	Phone:	914-873-8795
Address 1:	550 Mamaroneck Avenue	Fax:	
Address 2:	#401	Email:	dimcmillan@firstam.com
City/State/Zip	Harrison NY 10528	Reference for Submitter:	CrossroadsBaldwin-Easements

Parent Document Details

Control Number:	583343456	Document Type:	Easement (EAS)
Package ID:	2018113000203001000		

Supporting Document Information

Supporting Document Type:	TP-584
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**Combined Real Estate
Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

Recording office time stamp

PREP

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor		Name (if individual: last, first, middle initial) (<input checked="" type="checkbox"/> check if more than one grantor)		Social security number
<input type="checkbox"/> Individual		CROSSROADS AT BALDWIN PLACE HOUSING DEVELOPMENT FUND CO INC		Pending/Not Applicable
<input type="checkbox"/> Corporation		Mailing address		Social security number
<input type="checkbox"/> Partnership		55 SOUTH BROADWAY		
<input type="checkbox"/> Estate/Trust		City	State	ZIP code
<input type="checkbox"/> Single member LLC		TARRYTOWN	NY	10591
<input checked="" type="checkbox"/> Other		Single member's name if grantor is a single member LLC (see instructions)		Single member EIN or SSN
Grantee/Transferee		Name (if individual: last, first, middle initial) (<input type="checkbox"/> check if more than one grantee)		Social security number
<input type="checkbox"/> Individual		TOWN OF SOMERS		Pending/Not Applicable
<input type="checkbox"/> Corporation		Mailing address		Social security number
<input type="checkbox"/> Partnership		335 ROUTE 202		
<input type="checkbox"/> Estate/Trust		City	State	ZIP code
<input type="checkbox"/> Single member LLC		SOMERS	NY	10589
<input checked="" type="checkbox"/> Other		Single member's name if grantee is a single member LLC (see instructions)		Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
4.20-1-3.1 & 3.11	555200	57 ROUTE 6	SOMERS	Westchester

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	5 <input type="checkbox"/> Commercial/Industrial	Date of conveyance <table border="1"> <tr> <td>12</td> <td>1</td> <td>2018</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	12	1	2018	month	day	year	Percentage of real property conveyed which is residential real property <u>0</u> % (see instructions)
12	1		2018						
month	day		year						
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building								
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building								
4 <input checked="" type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other								

Condition of conveyance (check all that apply)

a. <input type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input checked="" type="checkbox"/> Other (describe) EASEMENT

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I \$		
	Schedule B., Part II \$		

583343456-003

Schedule B — Real estate transfer tax return (Tax Law, Article 31)**Part I — Computation of tax due**

1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) <input type="checkbox"/> Exemption claimed	1.	0.00
2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.	0.00
3 Taxable consideration (subtract line 2 from line 1)	3.	0.00
4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.	0.00
5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)	5.	0.00
6 Total tax due* (subtract line 5 from line 4)	6.	0.00

Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more

1 Enter amount of consideration for conveyance (from Part I, line 1)	1.	
2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ..	2.	
3 Total additional transfer tax due* (multiply line 2 by 1% (.01))	3.	

Part III — Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k ☐

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in New York City, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
I (we) certify that: (check the appropriate box)

1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
 2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

 - ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
 4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature_____
Title_____
Grantee signature_____
Title_____
Grantor signature_____
Title_____
Grantee signature_____
Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in New York City, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

583343450-003

PREP

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date _____ to _____ Date _____ (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

583343456-003

TP584 Addendum (Parent Document Control Number 583343456)

Additional Parties				
Party	Last Name	First Name, MI	SSN/EIN	Address
Grantor	CROSSROADS AT BALDWIN PLACE LP		Pending/Not Applicable	55 SOUTH BROADWAY , TARRYTOWN, NY 10591

Kim DeLucia

From: Rich Williams <RWilliams@insite-eng.com>
Sent: Monday, December 3, 2018 3:50 PM
To: Adam Smith; Steve Woelfle; srobbins@woodardcurran.com
Cc: Charles Martabano
Subject: Crossroads at Baldwin Place
Attachments: Public Water Main Esmt REVISED 11-15-2018.pdf

Adam Steve and Steve,

In June of 2017 we coordinated the relocation of the wet tap for Crossroads. I am going to send separately my June 6, 2017 email documenting same. The relocation requires that the easement originally filed be modified to reflect the as-built condition.

Attached to this email is the updated easement. I wanted to send this email to you because our project attorney, Charles Martabano, is going to be reaching out to Roland and Rick to amend the easement and I am sure they will be reaching out to one of you.

If anyone has any questions feel free to call me,

Regards,
Rich

From: Charles Martabano <cmartabano@terrapincap.com>
Sent: Monday, December 3, 2018 12:26 PM
To: Rich Williams <RWilliams@insite-eng.com>
Subject: FW: Crossroads at Baldwin Place

Rich, please see documents received from closing counsel regarding Crossroads. The 3rd document is the document that we discussed. Please confirm that the depiction is accurate and please provide me with a written statement as to how the modification came about so that I can attend to having this executed by the Supervisor.

Charles V. Martabano
Attorney at Law
9 Mekeel Street
Katonah, New York 10536
Telephone (914) 242-6200
Cell (914) 760-9241
Facsimile (914) 242-3291
cmartabano@gmail.com
cmartabano@terrapincap.com

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From: Karalee Mazzaferro [<mailto:kmazzaferro@chwattys.com>]

Sent: Monday, December 3, 2018 10:34 AM

To: Charles Martabano <cmartabano@terrapincap.com>

Cc: Chase Evans <cevans@chwattys.com>

Subject: FW: Crossroads at Baldwin Place

Hi Charlie,

It was nice talking with you on Friday.

Attached is the ETAX form that will have to be executed with the Amendment to Watermain Easement. There are a few clean up nits in the body of the document that the title company has to fix but those will not affect the signature page.

I have reattached the Amendment to Watermain Easement for your convenience as well as the original easement in case the town supervisor wanted to see the changes.

If you have any questions please do not hesitate to reach out to Chase or me.

Thanks for all of your help.

Karalee

Karalee Mazzaferro

Paralegal

Cannon Heyman & Weiss, LLP

office: (518) 465-1500 x165

mobile: (518) 258-8746

email: kmazzaferro@chwattys.com

From: McMillan, Danielle L. [<mailto:Danielle@NYTitle.com>]

Sent: Friday, November 30, 2018 5:01 PM

To: Karalee Mazzaferro <kmazzaferro@chwattys.com>; Russo, Michele G. <mrusso@nytitle.com>

Cc: Chase Evans <cevans@chwattys.com>; Savoca, John P. <jsavoca@nytitle.com>

Subject: Crossroads at Baldwin Place

Hi Karalee:

As per the email below, attached please find the Prep forms in connection with the Water Main Easement and Easement Agreement (Ground Lease).

Have a great weekend.

Best Regards,

Danielle McMillan

Senior Closer



First American Title

550 Mamaroneck Avenue Suite 401
Harrison, New York 10528
Direct: 914.873.8795
Fax: 866-231-4789
Email: dlmcmillan@firstam.com

From: Savoca, John P.
Sent: Friday, November 30, 2018 12:46 PM
To: Karalee Mazzaferro <kmazzaferro@chwattys.com>; Russo, Michele G. <mrusso@nytitle.com>
Cc: Chase Evans <cevens@chwattys.com>; McMillan, Danielle L. <Danielle@NYTitle.com>
Subject: RE: Crossroads at Baldwin Place

Hi Karalee

I have asked Danielle to prepare the prep forms for the easement amendments and she will forward them to you directly.

I have asked Michele to begin preparing the endorsements you requested. Hopefully she can get them to you by Wednesday.

From: Karalee Mazzaferro [<mailto:kmazzaferro@chwattys.com>]
Sent: Friday, November 30, 2018 12:20 PM
To: Savoca, John P. <jsavoca@nytitle.com>; Russo, Michele G. <mrusso@nytitle.com>
Cc: Chase Evans <cevens@chwattys.com>
Subject: [External] Crossroads at Baldwin Place

Hi John,

We need to order the E-TAX forms for the 2 amendments to easements that are going to be recorded at closing. I can't remember is there a form that you have which I need to complete? I know that Chase already sent these around to the group but I have reattached them for your convenience.

Also we are really trying to push HFA to close this year. Are you able to send draft title endorsements, there are 2 loans which are converting, say early next week before our weekly call which is Wednesday at 11? Attached is the form of endorsements from the last HFA conversion. I know there were changes earlier this year with the TIRSA guidelines so please let us know as soon as possible if you have a problem with the form of endorsement or provide us with what you are able to issue and we will pass it on to HFA.

If you have any questions or require additional information please do not hesitate to contact me.

Thanks.

Karalee

Karalee Mazzaferro

Paralegal

Cannon Heyman & Weiss, LLP

54 State Street, 5th Floor

Albany, New York 12207

office: (518) 465-1500 x165

mobile: (518) 258-8746

fax: (518) 465-6678

email: kmazzaferro@chwattys.com



CANNON HEYMAN & WEISS, LLP

Please visit us on the web at: <http://www.chwattys.com>

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FAFLD

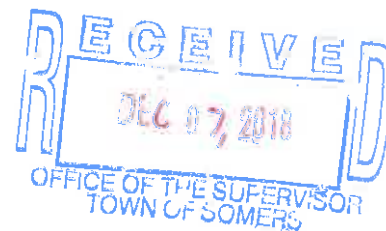
Telephone
(914) 277-3539

FAX
(914) 277-3790

Town of Somers
WESTCHESTER COUNTY, N.Y.

TOWN HOUSE
ANNEX
337 ROUTE 202
SOMERS, NY 10589

THOMAS J. TOOMA JR.
Building Inspector



DATE: December 6, 2018

MEMO TO: Town Board

FROM: Thomas J. Tooma Jr.
Building Inspector

GS

RE: Maria Rukaj

I respectfully request the hire of Maria Rukaj effective November 27, 2018, as Seasonal Office Assistant part-time in the Building Department office, for a maximum of 17 hours a week at the rate of \$15.26 per hour.

cc: Town Clerk

Sent to:
TB, TA, TC
11/26/18
KD

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers

WESTCHESTER COUNTY, N.Y.

Telephone
(914) 277-3355
Fax
(914) 277-4093

SOMERS TOWN HOUSE
825 ROUTE 292
SOMERS, NY 10589
www.somersny.com

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Sydney Dyni, AICP
Town Planner
sdyni@somersny.com

Date: November 21, 2018
To: Town Board
From: Steven Woelfle *SW*
Principal Engineering Technician
RE: **Wooded Acres Development/Gus T. Boniello**
Stormwater Management and Erosion and Sediment Control Permits
ASMESC#2017-42 TM: 47.20-1-30
ASMESC#2017-54 TM: 47.20-1-29
ASMESC#2018-05 TM: 48.13-1-48
Release of Erosion Control Bonds
Checks received Sept. 20, 2017, Nov. 28, 2017, March 5, 2018 Respectively

This office has no objection to the return of the three (3) above-mentioned Erosion Control Bonds, each in the amount of \$500.00, totaling \$1,500.00.

Please return to:

Boniello Land and Realty LTD.
165 Waccabuc Road
Goldens Bridge, NY 10526

SW/wg
cc: Town Clerk
Director of Finance
Boniello Land and Realty LTD.

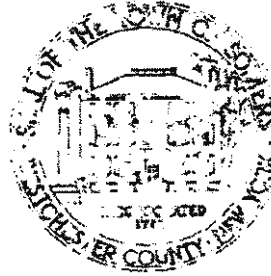
PLANNING AND ENGINEERING DEPARTMENT

Telephone
(914) 277-5366
Fax
(914) 277-4698

William G. Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
325 ROUTE 402
SOMERS, NY 10589
www.somersny.com

Steven Wboelle
Principal Engineering Technician
swboelle@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

Date: September 20, 2017

To: Director of Finance T10(914)

From: Wendy Getting *WJG*
Senior Office Assistant

RE: Erosion Control Bond
Bond for Flooded Area Development Corp. No. 10-17-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-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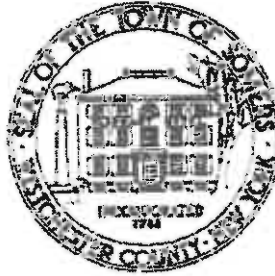
PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5356
Fax
(914) 277-4092

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 902
SOMERS, NY 10589
www.somersny.com

Steven Wociflic
Principal Engineering Technician
swociflic@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

Date: November 28, 2017
To: Director of Finance T10(914)
From: Wendy Getting *wg*
Senior Office Assistant
RE: Erosion Control Bond
Boniello/Wooded Acres Stormwater Management and Erosion and
Sediment Control Permit
TM: 47.20-1-29

Attached is a check in the amount of 500.00 posted by Boniello Land and Realty LTD.,
165 Waccabuc Road, Goldens Bridge, NY 10526 in payment of an Erosion Control
Bond.

Attn:
cc: Town Board
Town Clerk

BONIELLO LAND AND REALTY LTD.
165 WACCABUC ROAD
GOLDENS BRIDGE, NY 10526

JPMorgan Chase Bank
CROSS RIVER PLAZA
CROSS RIVER, NY 10518
1-2/210

0005821

NUMBER

No. 5820

PAY: Five hundred and 00/100

DATE AMOUNT
/24/2017 \$500.00

TO THE
ORDER TOWN OF SOMERS
OF

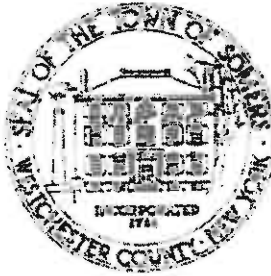
PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
225 ROUTE 909
SOMERS, NY 10589
WWW.SOMERSNY.COM

Stereh Woolfe
Principal Engineering Technician
swoolfe@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

Date: March 5, 2018
To: Director of Finance T10(914)
From: Wendy Getting
Senior Office Assistant
RE: Erosion Control Bond
Stormwater Management and Erosion and Sediment Control Permit
Boniello/Wooded Acres Development Corp.
TM: 48.13-1-48

Attached is a check in the amount of \$24,787 posted by Boniello Land and Realty Ltd.,
165 Waccabuc Road, Goldens Bridge, NY 10526 in payment of an Erosion Control
Bond for Boniello/Wooded Acres Development Corp.

Att.
cc: Town Board
Town Clerk

BONIELLO LAND AND REALTY LTD.
165 WACCABUC ROAD
GOLDENS BRIDGE, NY 10526

JPMorgan Chase Bank

CROSS RIVER PLAZA
CROSS RIVER, NY 10518
1-2/210

0005907

NUMBER
No. 5907

PAY: Five hundred and 00/100

DATE
3/01/2018

AMOUNT
\$500.00

TO THE
ORDER
OF
TOWN OF SOMERS

Sent to:
TB, TA, TC
11/30/18
KD

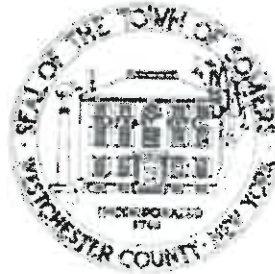
PLANNING AND ENGINEERING DEPARTMENTS

Telephone
914 277-8900
Fax
914 277-4998

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
885 ROUTE 94E
SOMERS, NY 10589
www.somersny.com

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Sylvia Dam, AICP
Town Planner
sdam@somersny.com

Date: November 29, 2018
To: Town Board
From: Steven Woelfle *SW*
Principal Engineering Technician
RE: Anthony Boniello Subdivision
Resolution No. 2018-06
Release of Erosion Control Bond
Received check August 22, 2018

This office conducted a site inspection of the subject property and found the site to be stable. Therefore, this Office has no objection to the return of the Erosion Control Bond in the amount of \$500.00. Please return to:

Boniello Land and Realty Ltd.
165 Waccabuc Road
Goldens Bridge, NY 10526

SW/wg
cc: Town Clerk
Director of Finance
Boniello Land and Realty Ltd.

Sent to:
TB, TA, TC
11/30/18
KD

Telephone
(914) 277.3610

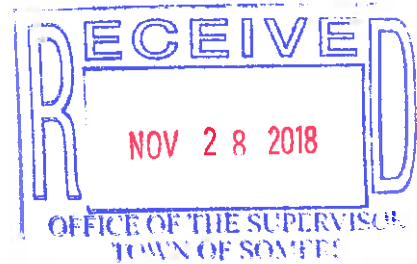
OFFICE OF THE TAX RECEIVER
Town of Somers
WESTCHESTER COUNTY, N.Y.

Fax
(914) 277.8932

Michele A. McKearney
Receiver of Taxes
mmckearney@somersny.com



335 Route 202 • Somers, NY 10589



DATE: November 28, 2018
TO: Town Board
FROM: Michele McKearney
Receiver of Taxes *[Signature]*
RE: **Transfer to General Fund**

Please be advised that my office has attempted numerous times to return monies due Nagi Wissa/Paula Chamoun & Maryann Vance for the overpayment of property taxes. We have tried to contact them via phone regarding uncashed checks sent for the overpayment and additional checks were mailed, never returned, but never cashed.

Please be aware that in the event that a payee does contact the Town at a future date for the return of the overpayment, it is my understanding that the monies can still be returned.

Therefore, this office believes that we have exhausted our attempts to return the funds and suggests that \$70.68 be transferred to the General Fund.

Thank you in advance for your assistance regarding this matter.

cc: Town Clerk
Town Attorney
Director of Finance

37120065

withdrawals			
date	description	ck#	amount
7/10/2017	Maryann Vance - Overpayment Taxes	6884	\$20.92
2/7/2018	Nagi Wissa/Paula Chamoun - Overpayment School Taxes - REISS	6898	\$49.76
2/7/2018	Gary Rottger	6910	\$10.02
TOTAL			\$80.70

Sent to
T&TA, TC
11/30/18
KJ

Telephone
(914) 277.3610

OFFICE OF THE TAX RECEIVER
Town of Somers
WESTCHESTER COUNTY, N.Y.

Fax
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Michele A. McKearney
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335 Route 202, Somers, NY 10589



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cc: Town Clerk
Town Attorney
Director of Finance

Bank Account Reconciliation

Tax Receiver
001-0202
7/31/18
37120065

Balance per bank statement	\$25,037.24
ADD: Deposits In Transit	\$0.00
SUBTRACT: Outstanding Checks/Withdrawals	\$80.70
Balance (per statement)	\$24,956.54
Balance (per KVS)	\$24,956.62
Difference	-\$0.08

deposits

date	description	ck#	amount
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL			\$0.00

withdrawals

date	description	ck#	amount
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TOTAL			\$80.70

Sent to:
TB, TA, TC
11/30/18
KO

Highway Department

Town of Somers

WESTCHESTER COUNTY, N.Y.

TELEPHONE
(914) 232-4848
FAX
(914) 232-0150

250 RT. 100
P.O. BOX 281

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

DATE: NOVEMBER 27, 2018

RE: 2019 MATERIAL BIDS

I recommend that a resolution be passed accepting low bid for Highway Materials for 2019 with the exception of mileage deviations for all categories picked up (F.O.B.) by trucks furnished by the Town of Somers. As you can see Thalle Industries is lowest bidder on the Bituminous Concrete (FOB) by \$6.00, but located in Fishkill (vs) Peckham Materials located in Bedford please leave it up to the discretion of the Highway Superintendent when it is or is not cost effective based on the load quantities and wait times. Bituminous materials and asphalt concrete are subject to price adjustment formulas.

If you should have any questions please feel free to contact me.

THOMAS E. CHIAVERINI
SUPT. OF HIGHWAYS

cc: Town Clerk

2019
HIGHWAY MATERIAL

	A	B	C	D	E	F	G
1	1			2019			
2							
3							
4				LIQUID BITUMINOUS ASPHALT			
5				PER GALLON	ONE MAN	ONE MAN	
6							
7					PECKHAM	GORMAN BROS.	
8							
9	A.			Asphalt Emulsions	2.75	2.62	
10							
11	B.			Cationic Emulsions	2.76	2.70	
12							
13	C.			R.C. Cutbacks	N/B		
14							
15	D.			M.C. Cutbacks	3.72		
16							
17	E.			Penetration Asphalt	3.54		
18							
19	F.			R.C. Special	N/B		
20							
21	G.			Tack coat emulsion applied	12.00	7.50	
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							

2019

[illegible]

2019

						Clove Excavators	Intercounty Paving	KECT Const.	Paleen Const.	Montesano Bros
(2) BITUMINOUS CONCRETE 2019										
LAI D IN PLACE										
6F3 TOP COURSE										
LAI D IN PLACE PER TON	DEL					95.90	97.45	99.80	108.00	121.95
6F3 TOP COURSE WARM										
LAI D IN PLACE PER TON	DEL					99.90	100.75	103.90	112.00	126.50
12.5MM SUPERPAVE TOP										
LAI D IN PLACE PER TON	DEL					95.90	97.45	99.80	108.00	121.95
TYPE 1 BASE COURSE										
LAI D IN PLACE PER TON	DEL					95.90	96.00	99.80	118.00	118.50
TYPE 3 BINDER COURSE										
LAI D IN PLACE PER TON	DEL					95.90	96.00	99.80	114.00	119.75
PRICE LAI D IN PLACE PER SYD										
TYPE 6F3 TOP COURSE										
2" OVER LAY PER SYD	DEL					13.00	14.00	16.00	14.00	16.75
1.5" OVER LAY PER SYD	DEL					12.40	13.00	15.00	11.00	11.75
TYPE 6F3 WARM MIX										
2" OVER LAY PER SYD	DEL					16.00	17.00	17.80	15.00	17.35
1.5" OVER LAY PER SYD	DEL					15.40	16.00	17.80	12.00	12.25

2019
HIGHWAY MATERIAL

3A CRUSHED STONE						
2019						
CRUSHED STONE			Wingdale	Thalle	Tilcon	
BLUE STONE						
F.O.B.						
1/4"	TON			19.00		
	CYD			25.50		
3/8"	TON		20.50	19.00		
	CYD		26.65	26.50		
3/4"	TON		18.85	19.00		
	CYD		24.50	25.50		
1"	TON		18.85	19.00		
	CYD		24.50	25.50		
1 1/2"	TON		18.85	19.00		
	CYD		24.50	25.50		
4" TO 6"	TON		22.30	21.00		
	CYD		29.03	28.50		
LITE STONE FILL	TON		22.30	21.00		
	CYD		29.03	28.50		
MEDIUM STONE FILL	TON		25.25	31.00		
	CYD		32.84	38.00		
CRUSHER RUN	TON		18.85	19.00		
	CYD		24.50	25.50		
DELIVERED						
1/4"	TON			28.50	33.25	
	CYD			36.00		
3/8"	TON		31.50	28.50	33.25	
	CYD		41.30	38.00		
3/4"	TON		29.85	26.50	31.00	
	CYD		39.15	38.00		
1"	TON		29.85	28.50		
	CYD		39.15	38.00		
1 1/2"	TON		29.85	28.50	31.00	
	CYD		39.15	38.00		
4" TO 6"	TON		33.20	30.50	35.80	
	CYD		43.68	41.50		
LITE STONE FILL	TON		33.30	30.50	35.80	
	CYD		43.68	41.50		
MEDIUM STONE FILL	TON		36.25	40.50		
	CYD		47.49	58.00		
CRUSHER RUN	TON		29.85	28.50	28.60	
	CYD		39.15	38.00		

2019
HIGHWAY MATERIAL

3B	2019				
CRUSHED STONE		Nicholas	Putnam	Tilcon	
LIMESTONE F.O.B.		Domain	Materials		
3/4"	TON	17.00	17.90		
	CYD	22.00	23.15		
1 1/2"	TON	17.00	17.90		
	CYD	22.00	23.15		
4" TO 6"	TON	17.50			
	CYD	22.75			
LITE STONE FILL	TON		25.25		
	CYD		32.82		
MEDIUM STONE FILL	TON				
	CYD				
CRUSHER RUN	TON	12.75	17.90		
	CYD	22.00	23.15		
CRUSHED STONE					
LIMESTONE DELIVERED					
3/4"	TON	25.50	26.90	31.00	
	CYD	32.65	33.95		
1 1/2"	TON	25.50	26.90	31.00	
	CYD	32.65	33.95		
4" TO 6"	TON	26.00		35.80	
	CYD	33.80			
LITE STONE FILL	TON		34.25	35.80	
	CYD		44.80		
MEDIUM STONE FILL	TON				
	CYD				
CRUSHER RUN	TON	22.25	26.90	28.60	
	CYD	32.65	33.95		

HIGHWAY MATERIAL

[illegible]

2019
HIGHWAY MATERIAL

7 WASHED GRAVEL							
2019							
WASHED GRAVEL			Nicholas	Red			
F.O.B.			Domain	Wing			
3/8"	TON		13.00	18.00			
	CYD.		17.00	22.00			
3/4"	TON		17.00	18.00			
	CYD.		21.75	22.00			
1½"	TON		17.00	18.00			
	CYD.		21.75	22.00			
WASHED GRAVEL							
DELIVERED							
3/8"	TON		21.50	26.00			
	CYD.		27.95	31.00			
3/4"	TON		26.00	26.00			
	CYD.		33.80	31.00			
1½"	TON		26.00	26.00			
	CYD.		33.80	31.00			

[illegible]

2019

9A&B ITEM #4			Nicholas Domain	Windale	Putnam Materials	Thalle	Tilcon
2019							
F.O.B.							
ITEM #4 SHOULDER STONE							
BLUE	TON			14.95		13.50	
ITEM #4 1"(-) TRAP ROCK	CYD			22.50		20.25	
ITEM #4 1" (-) WHITE LIMESTONE	TON CYD		13.00 20.60		14.95 22.25		
RECYCLED ITEM 4	TON CYD						
DELIVERED							
Item #4 1" (-) BLUE TRAP ROCK	TON CYD			24.95 34.25		23.00 34.50	28.60 44.60
RECYCLED ITEM 4	TON CYD						
Item #4 1" (-) WHITE LIMESTONE	TON CYD		21.75 32.25		22.95 33.05		28.60 44.60
RECYCLED ITEM 4 F.O.B BEDFORD 7.50 PER TON							
RECYCLED ITEM 4 DELIVERED FROM BEDFORD 12.25 PER TON							
MIN. 40 TON TRAILER DELIVERED							

2019
HIGHWAY MATERIAL

10	GUIDE RAIL AND POST INSTALLATION		Chemung
	2019		Supply
1	COMPLETE LAYOUT AND INSTALLATION OF GUIDE RAIL and posts per New York State Specifications		9.95
	W BEAM - 12' 6" spacing of posts PER FOOT		
	W BEAM - 6' 3" spacing of posts PER FOOT		
	BOX BEAM - 6' 3" spacing of posts PER FOOT		
2	Corrugated beam type guide rail - punched 6' 3" PER FOOT		94.00
3	Corrugated beam type guide rail - punched 6' 3"		
	curved to 50' radius and up EACH		125.00
	curved 40' to 50' radius EACH		125.00
	curved 30' to 39' radius EACH		125.00
	curved 20' to 29' radius EACH		125.00
4	Corrugated beam type guide rail - length 13' 6-1/2" EACH (shop curved rail) (approach and terminal)(rotation 90 degrees)		130.00
5	3" X 2-3/8" I intermediate guide rail posts length 5' 3" EACH		52.00
6	Flared type terminal sections 12 gauge EACH		35.00
7	Wrap around type terminal sections 12 gauge EACH		45.00
8	Concrete anchor unit with all necessary hardware EACH		524.00
9	Galvanized splice bolts 1-1/4" x 5/8" EACH		0.99
10	Galvanized posts bolts 5/16" x 1-3/4" w/washer/nuts EACH		0.99
11	Galvanized post bolts 2" x 5/8" EACH		0.99
12	Galv. Support bolts 1/2" x 1-1/2", 2 nuts, no washers EACH		0.99
13	6" x 6" x 24' box beam type guide rail including self angle, splice plates, nuts and bolts PER FT.		38.00
14	6" X 6" box beam type guide rail curved to special radius PER FT.		47.00
15	6" X 6" box beam type guide rail shop cuts and mitered curved rail PER FT.		64.00
16	6" x 6" box beam guide rail and sections EACH		450.00
17	3" I beam guide rail posts 5'3" long intermediate type post for box beam rail EACH		58.00
18	3" I beam guide rail posts 3' 8" long end type post for box beam rail EACH		52.00
19	12'6" Galvanized Driveway Turndowns EACH		128.00

2019
HIGHWAY MATERIAL

	CORRUGATED BOX BEAM AND GUIDE RAIL MATERIALS MEETING MAYARI SPECIFICATIONS 2019	Chemung Supply
20	Mayari corrugated beam type guide rail-punched 6'3" PER FT.	12.00
21	Mayari corrugated beam type guide rail-punched 6'3" curved to special radius:	
	Curved to 50' radius and up EACH	160.00
	Curved 40' to 50' radius EACH	160.00
	Curved 30' to 39' radius EACH	160.00
	Curved 20' to 29' radius EACH	160.00
22	Mayari Corrugated beam type guide rail - length 13' 6-1/2" (shop curved rail) (approach and terminal) (rotation 90 degrees) EACH	175.00
23	3" x 2-3/8" Mayari I intermediate guide rail posts - length 5' 3" EACH	70.00
24	Mayari flared type terminal sections 12 gauge EACH	75.00
25	Mayari wrap around type terminal sections 12 ga. EACH	85.00
26	6" X 6" X 24' Mayari box beam type guide rail including selfangle, splice plates, nuts & bolts PER FT.	N/B
27	6" X 6" Mayari box beam type guide rail curved to special radius PER FT.	N/B
28	6" X 6" Mayari box beam type guide rail shop cuts and mitered curved rail PER FT.	N/B
29	6" X 6" Mayari box beam guide rail end sections EACH	N/B
30	3" Mayari I beam guide rail posts 5' 3" long intermediate type posts for box beam guide rail. The bottom portion of the I beam post that is placed into the ground will be Hot dipped galvanized EACH	N/B
31	3" Mayari I beam guide rail posts 3' 8" long end type posts for box beam guide rail EACH	N/B
32	12'6" Mayari Driveway Turndown EACH	N/B

[illegible]

2019
HIGHWAY MATERIAL

[illegible]

2019
HIGHWAY MATERIAL

Culvert Pipe-Corrugated Price Per Ft.				
15B PIPE 2019				
GALVANIZED Solid or Perforated			Chemung Supply	
DIA.	GA.			
6"	18			
12"	16		14.00	
15"	16		17.00	
18"	16		20.00	
24"	14		34.00	
36"	12		65.00	
42"	12		78.00	
48"	12		90.00	
54"	12		110.00	
60"	12		120.00	
15B CONT'D.				
METAL PIPE				
6" Perforated (18 gauge)				
15B				
ALUMINUM Solid or Perforated				
DIA.	GA.			
6"	18			
12"	16			
15"	16			
18"	16			
24"	14			
36"	12			
42"	12			
48"	12			
54"	12			
60"	10			

2019

[illegible]

2019

[illegible]

5

[illegible]

HIGHWAY MATERIAL

[illegible]

2019
HIGHWAY MATERIAL

19 EPOXY REFLECTORIZED PVMT MARKINGS PER SPECIFICATIONS					
Unit price per linear foot					
Double Yellow Center Line					
4" wide per stripe					
4" Yellow - Price Per L.F.				2,587.50	
Unit price per linear foot -					
Single White Edge Line					
4" wide per stripe					
4" White - Price per L.F.				1,367.50	
STOP BARS/CROSS WALK - Price per S.F.				2.99	
STOP LINE: 12IN WIDE PER L.F.				2.99	
STOP LINE: 18IN WIDE PER L.F.				3.49	
ARROW (each)				78.00	
HANDICAP PARKING (each)				82.00	
REMOVAL OF LINE(S) - Price per S.F.				1.25	
6 FOOT LETTERING					
PRICE PER 6FT LETTER				45.00	

	A				
1					
2	BITUMINOUS ASPHALT PAVEMENT/HEATING & SCARIFYING				
3					
4	HIGHWAY REHABILITATION COPR.				
5					
6					
7	QUANTITY	WITH ROLLER		WITHOUT ROLLER	
8					
9	Under 5,000 s.y. 3/4 to 2" depth	N/B	per s.y.	N/B	per s.y.
10					
11	Over 5,000 <10,000 s.y.	N/B	per s.y.	N/B	per s.y.
12					
13	Over 10,000<20,000 s.y.	6.23	per s.y.	6.15	per s.y.
14					
15	Over 20,000<40,000 s.y.	5.16	per s.y.	5.08	per s.y.
16					
17	Over 40,000 s.y.	5.01	per s.y.	4.93	per s.y.
18					
19					
20	*CONTRACTOR MUST SUPPLY TRAFFIC CONTROL				

2019
HIGHWAY MATERIAL BIDS

A	B	C	D	E
1				
2				
3				
4		RECLAMATION/RECYCLING		RECLAMATION/RECYCLING
5				SHAPING GRADING & COMPACTING
6				
7	DEPTH OF CUT	UNIT PRICE/SQUARE YARD		UNIT PRICE/SQUARE YARD
8				
9	0" TO 4"	N/B		N/B
10	5" TO 8"	N/B		N/B
11	9" TO 12"	N/B		N/B
12	13" TO 15"	N/B		N/B
13	16" TO 18"	N/B		N/B
14				
15		UNIT PRICE/PER GALLON		UNIT PRICE/PER GALLON
16				
17	CALCIUM CHLORIDE	N/B		N/B
18				
19				
20		UNIT PRICE/PER GALLON		UNIT PRICE/PER GALLON
21				
22	EMULSIFIED ASPHALT	N/B		N/B
23				
24		UNIT PRICE/PER GALLON		UNIT PRICE/PER GALLON
25				
26	FOAMED ASPHALT			
27				
28		PER HOUR		PER MOVE
29				
30	RECLAIMER	N/B		N/B
31	GRADER (CAT 12 OR EQUAL)			
32	VIBRATORY ROLLER (10-12 TON)			
33	PNEUMATIC-TIRED ROLLER 25 TON			
34	WATER TRUCK-PRESSURE SYSTEM			
35	MOBILIZATION OF EQUIP. MOVE IN/OUT			

2019
HIGHWAY MATERIAL BIDS

Line Item	Square Rectangular Diamond Size	Cost Per DOT Sign Engineer Grade	Cost Non-Standard DOT Sign Engineer Grade	Cost Per DOT Sign Hi Intensity	Cost Non-Standard DOT Sign Hi Intensity
		Traffic Lane Closures	Traffic Lane Closures	Traffic Lane Closures	Traffic Lane Closures
1A	12"x 6"	5.72	5.72	5.98	5.98
1	18"x 6"	6.90	6.90	7.28	7.28
2	18"x 12"	11.90	11.90	12.66	12.66
3	18" x 18"	16.40	16.40	17.54	17.54
4	18" x 24"	21.46	21.46	24.15	24.15
5	18" x 30"	27.12	27.12	29.02	29.02
6	18" x 36"	31.02	31.02	33.88	33.88
7	24" x 8"	9.96	9.96	10.64	10.64
8	24" x 12"	14.51	14.51	15.52	15.52
9	24 x 24"	29.01	29.01	31.04	31.04
10	24" x 30"	35.95	35.95	38.48	38.48
11	24" x 36"	43.51	43.51	46.54	46.54
12	24" x 48"	59.16	59.16	63.21	63.21
13	30" x 30"	46.57	46.57	49.15	49.15
14	30" x 36"	55.42	55.42	58.62	58.62
15	36" x 12"	21.46	21.46	22.39	22.39
16	36" x 36"	65.55	65.55	70.11	70.11
17	36" x 48"	87.02	87.02	93.09	93.09
18	48" x 30"	73.11	73.11	78.16	78.16
19	48" x 48"	116.04	116.04	124.13	124.13
20	60" x 24"	73.11	73.11	78.16	78.16

	A	B	C	D	E	F
1						
2		Square	DG	Cost Per	Cost Per	Cost Per
3		Rectangular	IX SHEETING	DOT Sign	DOT Sign	Non-Standard
4		Diamond Size	FED SPEC	Engineer Grd	Hi Intensity	DOT Sign
5						Hi Intensity
6						
7			Traffic Lane	Traffic Lane	Traffic Lane	Traffic Lane
8			Closures	Closures	Closures	Closures
9						
10		Street Signs**				
11		Green background				
12		White Legend				
13		Street Name				
14		Blades Extruded 1"				
15		Each Side				
16						
17		6"x 24 Extruded			20.76	20.76
18		6" x 30" Extruded			25.83	25.83
19		6" x 36 Extruded			31.63	31.63
20		9" x 24" Extruded			29.56	29.56
21		9" x 30" Extruded			32.40	32.40
22		9" x 36 Extruded			39.81	39.81
23		9" x 42" Extruded			42.08	42.08
24		9" x 48" Extruded			50.55	50.55
25						
26		30" Stop Sign-Octagon	57.62	38.57	41.74	
27						
28		School Crossings	58.56			
29						
30		30" Engineer Grade		40.69		
31						
32		36" Engineer Grade		49.02		
33						
34		30" Fluorescent Yellow-Green	66.50			
35						
36		36" Fluorescent Yellow-Green	95.61			

	A	B	C	D	E	F	G
1							
2		Green Channel Posts		Cost	Cost Per Post	Cost	Cost Per Post
3				Per Post	Quantity 50 or	Per Post	Quantity 50 or
4					More		More
5							
6							
7				Traffic Lane	Traffic Lane	Chemung	Chemung
8				Closures	Closures	Supply	Supply
9							
10							
11		6'		12.96	Extended U/C	7.50	7.95
12		8'		17.28	Extended U/C	10.75	11.25
13		10'		21.00	Extended U/C	13.25	13.50
14		12'		25.95	Extended U/C	16.25	16.50
15							
16		3 1/2' HD Tapered		7.90	Extended U/C	7.25	7.50
17							
18		Delineator Markers		12.00			
19							
20		5' Fiber Glass					
21							
22	22	Bright side Reflectors					
23		diamond grade reflective					
24		Devices, 3" wide in 6' lengths					
25		red, yellow, green and white					
26		with attachment hardware for					
27		standard U channel posts					
28		NO EXCEPTIONS					
29							
30							
31							
32		Refacing of Traffic Signs		Cost Per Sign	Cost Per Sign		
33				MUTCD	Non-Standard		
34				Hi Intensity			
35							
36							
37				Traffic Lane	Traffic Lane		
38				Closures	Closures		
39							
40							
41		12x36		22.39	Extended U/C		
42		18x24		24.15	Extended U/C		
43		24x24		31.04	Extended U/C		
44		24x30		38.48	Extended U/C		
45		30x30		49.15	Extended U/C		
46		30" STOP		41.74			
47		30" PENT (FYG)		66.50			
48		30X30 (FYG)		66.50			
49		12X24 (FYG)		25.00			

Sent to:
TB, TA, TC
11/29/18
KD

J. O'Connell & Associates, Inc.
GRANTS CONSULTANTS



10646 Main Street

Clarence, New York 14031

(716) 759-8580

THIS AGREEMENT, made this 1st day of January, 2019 by and between **J. O'CONNELL & ASSOCIATES, INC., GRANTS CONSULTANTS**, having its principal place of business at 10646 Main Street, Clarence, New York 14031, hereinafter referred to as "J. O'CONNELL & ASSOCIATES, INC.," and the **TOWN OF SOMERS**, having its principal place of business at 335 Route 202, Somers, New York 10589, hereinafter referred to as "THE ORGANIZATION."

WITNESSETH:

WHEREAS, J. O'CONNELL & ASSOCIATES, INC., is engaged in the business of grants consultation; and

WHEREAS, THE ORGANIZATION is desirous of retaining the professional services of J. O'CONNELL & ASSOCIATES, INC.;

NOW, in consideration of the mutual promises and covenants contained herein, it is agreed between the parties hereto as follows:

1. That THE ORGANIZATION retains the professional services of J. O'CONNELL & ASSOCIATES, INC. for a period of one year commencing January 1, 2019 and ending on December 31, 2019.

2. That THE ORGANIZATION agrees to pay J. O'CONNELL & ASSOCIATES, INC. for professional services rendered hereunder, the sum of Thirty-Eight Thousand (\$38,000) Dollars payable as follows: Nine Thousand Five Hundred (\$9,500) in advance for the first three-month quarter and Nine Thousand Five Hundred (\$9,500) Dollars for ever quarter thereafter for professional services performed by J. O'CONNELL & ASSOCIATES, INC.

3. In consideration of the sums to be paid by THE ORGANIZATION, J. O'CONNELL & ASSOCIATES, INC. agrees to:

- (1) Conduct a needs assessment of THE ORGANIZATION, to identify potentially fundable programs;
- (2) Present identified programs into a form that becomes acceptable to the grant reviewer;
- (3) Conduct an on-going review of available funding sources that allows THE ORGANIZATION immediate knowledge of multiple sources;
- (4) Prepare organizational background statements, and formal letters of intent to submit to the granting agencies;
- (5) Develop COMPLETE proposals into written form that keeps them in compliance with the grant guidelines;
- (6) Follow-up on all grant applications that have been submitted on THE ORGANIZATION'S behalf;
- (7) Attend meetings with THE ORGANIZATION, ORGANIZATION staff, ORGANIZATION board members, government officials; and,
- (8) Prepare quarterly status reports that keep THE ORGANIZATION informed as to the progress of the grants' activities.

4. This Agreement may not be changed, modified or altered except upon the express written consent of the parties hereto.

5. If THE ORGANIZATION requests the presence of J. O'CONNELL & ASSOCIATES, INC. at an out of town meeting, travel is billable at the IRS rate or coach class airfare (whichever is less). Out of town travel would be outside of the Western New York Area, or 200 miles round trip from the offices of J. O'CONNELL & ASSOCIATES, INC. In order for proposal development and the timely submission of grants, J. O'CONNELL & ASSOCIATES, INC. will also travel to THE ORGANIZATION upon prior notification and approval of the Supervisor of the Town of Somers. Travel expenses will be paid to J. O'CONNELL & ASSOCIATES, INC by THE ORGANIZATION, upon presentation of receipts and prior approval of travel by THE ORGANIZATION. Travel expenses to include; transportation, lodging and meals.

6. J. O'CONNELL & ASSOCIATES, INC. is a professional grants consulting firm, and as such is an independent contractor, and in no way shall be deemed as an employee of THE ORGANIZATION.

Date: _____

J. O'CONNELL & ASSOCIATES, INC.,
GRANTS CONSULTANTS

BY _____

JEAN K. O'CONNELL,
PRESIDENT

Date: _____

TOWN OF SOMERS

BY _____

RICK MORRISSEY,
SUPERVISOR

To Our Valued Clients,

Thank you for your continued patronage. You have chosen to protect your security system with our comprehensive Service Agreement and we have been servicing your system accordingly for several years. We are currently in the process of updating all of our subscriber files and it has come to our attention that we do not have an updated Service Agreement on file for you/your company. Our insurance company requires that we maintain current documents. Unless your system is a video system, there are **no changes in the terms and conditions of the contract the annual cost or the billing cycle**. If you have a video system, there has been a slight cost increase to accommodate the high turnover of technology. Please take a moment to review, sign and return the enclosed contract(s). We have provided a self-addressed stamped envelope for your convenience. Should you have any questions, please do not hesitate to contact our office at 845-896-9500 Ext. 4035. Thank you for your prompt attention.



Sent to:
TB, TA, TC
11/30/18
KD

Sent to:
TB, TA, TC
11/30/18
KD

COMMERCIAL INSTRUMENTS & ALARM SYSTEMS, INC.

2 SUMMIT COURT, SUITE 306, FISHKILL, NY 12524 (845) 896-9500

NYS LICENSE #12 0000 16988

#0



STANDARD ALARM SERVICE AGREEMENT FOR INTRUSION ALARM SYSTEM

Agreement made this **1st day of January 2019**, by and between Commercial Instruments & Alarm Systems, Inc. hereinafter referred to as "Contractor" and **Town of Somers Somers Museum**, hereinafter referred to as the "Subscriber." Location of premises: **Museum, 3rd Floor, Town Hall, Route 100 & 202, Somers, NY**

- Contractor shall service upon subscriber's request the alarm system installed in subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within a reasonable time after receiving notice from subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the alarm system, caused by any means other than normal usage or wear and tear, i.e., criminal acts or "Acts of God"; fire, water or lightning shall be made at the cost of the subscriber. No apparatus or device shall be attached to or connected with the alarm system as originally installed without contractor's written consent.
- Subscriber agrees to pay the sum of **\$504.00**, plus any applicable sales tax, per year, payable annually in advance for the term of this agreement, commencing the first day of the month next succeeding the date hereof, and continuing annually thereafter, all payments being due on the first of the month. In the event subscriber fails to make a payment when due, the balance of payments for the term of the agreement shall immediately become due and payable.
- The term of this agreement shall be for a period of one year. This agreement shall renew itself for a period of one year and for successive periods of one year thereafter under the same terms and conditions, unless either party terminates this agreement by sending written notice to the other party 30 days prior to the renewal period.
- Contractor shall be permitted to increase the monthly payments provided for herein at any time or times after the expiration of one year from the date hereof upon giving notice to subscriber, and if subscriber is unwilling to pay any such increased charge, contractor shall be permitted at its option, upon written notice to subscriber, to terminate this agreement as if the term had expired, and subscriber shall be relieved of any obligation to pay any monthly installment charge after said date. Subscriber is solely responsible for any false alarm fines, permit fees and any other municipal assessments related to the alarm equipment and shall promptly on demand reimburse and indemnify contractor for any such expenses.
- The parties hereto agree that the alarm system, once installed, is in the exclusive possession and control of the subscriber, and it is subscriber's sole responsibility to test the operation of the alarm system and to notify contractor in writing if any equipment is in need of repair. Contractor shall not be required to service the alarm system unless it has received written notice from subscriber, and upon such notice, contractor shall service the alarm system to the best of its ability within 36 hours, exclusive of Saturdays, Sundays and legal holidays, during the business hours of 9 a.m. to 5 p.m., Monday through Friday. In the event subscriber complies with the terms of this agreement and contractor fails to repair the alarm system within 36 hours after notice is given, excluding Saturday, Sunday and legal holidays, subscriber agrees to send written notice that the alarm system is in need of repair to contractor, by certified or registered mail, return receipt requested. If contractor fails to repair the alarm system within 48 hours after receipt of said written notice, subscriber shall not be obligated to pay any amount for service from the date said written notice is given, until the alarm system is restored to working order. In any lawsuit between the parties in which the condition or operation of the alarm equipment is in issue, the subscriber shall be precluded from raising the issue that the alarm equipment was not operating unless subscriber can produce a post office certified or registered receipt, signed by contractor, evidencing that service was requested by subscriber. In any lawsuit between the parties Subscriber shall pay Contractor's reasonable attorney's fees if the contractor is not liable. The parties waive trial by jury in any action between them and Subscriber waives right to interpose any counterclaim in any action commenced by Contractor.
- Contractor does not represent or warrant that the alarm system will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire, smoke, equipment failure or otherwise, or that the alarm system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that contractor is not an insurer, and that subscriber assumes all risk for loss or damage to subscriber's premises or its contents. Contractor has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for contractor's default hereunder is to require contractor to repair or replace, at contractor's option any equipment or part of the alarm system, which is non-operational.
- Subscriber agrees to and shall indemnify and hold harmless the contractor, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorney's fees for any loss arising out of or relating to this Agreement and the services of Contractor, hereunder.
- The parties agree that contractor is not an insurer and no insurance coverage is offered herein. Subscriber's payments to contractor are for service of an alarm system designed to reduce certain risks and loss, though contractor does not guarantee that no loss will occur. Contractor is not assuming liability, and therefore shall not be liable to subscriber for any losses or damages sustained by subscriber as a result of burglary, theft, hold-up, fire, equipment failure, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by contractor's negligent performance or failure to perform any obligation.
- The parties agree that the alarm system is not designed or guaranteed to prevent loss by burglary, theft, and other illegal acts of third parties, or loss by fire. If, notwithstanding the terms of this agreement, there should arise any liability on the part of contractor, as a result of burglary, theft, hold-up, fire, smoke, equipment failure, or any cause whatsoever, regardless of whether or not such loss, damage or personal injury was caused by or contributed to by contractor's negligent performance or failure to perform any obligation such liability shall be limited to an amount six times the monthly payment paid by subscriber at the time such liability is fixed, or to the sum of \$1,000.00, whichever is greater. If subscriber wishes to increase contractors maximum amount of such limitation of liability, subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from contractor a higher limit by paying an additional amount proportioned to the increased liability, but such additional obligation shall not be interpreted to hold contractor as an insurer.
- This agreement constitutes the full understanding of the parties and may not be amended or modified except in writing signed by both parties. Should any provision of this agreement be deemed void, the remaining parts shall not be affected.

Commercial Instruments & Alarm Systems, Inc.

Subscriber

Please print name _____

CONTRACT INCLUDES ANNUAL INSPECTION

Sent to:
TB, TA, TC
11/20/18
RD



Energy
Improvement
Corporation

2051 Baldwin Road
Yorktown Heights, NY 10598
(914) 302-7300 | www.energizeny.org

October 19, 2018

Memo to EIC Members: New EIC Product - "Pay When Received PACE"

We are pleased to report that almost every EIC Member has completed the amendment process for enabling Energize NY PACE 2.0 in their communities. One of the benefits of the Amended Municipal Agreement is that EIC can offer our Members additional PACE products to further facilitate clean energy projects. EIC has developed a new product, *Pay When Received PACE*, which is now available to be enabled in your municipalities and offered to commercial, multi-family and not-for-profit building owners.

Pay When Received PACE has been launched to attract national developers who bring their own capital and sophisticated project development infrastructure. These developers have extensive experience using PACE and also have access to a large customer base of national property owners. They typically target larger redevelopment projects, though some specialize in financing smaller-scale projects. *Pay When Received PACE* projects do not require the EIC Member Municipality to back payments in the case of tax delinquency, though the municipality still holds responsibility for enforcing the lien on the property.

As with the existing PACE 2.0 product (also known as *Energize NY PACE*), projects must adhere to EIC standards, NYSERDA's PACE Guidelines, and any additional restrictions imposed by the municipality. However, financing availability and project eligibility will be determined by third-party project developers on a case-by-case basis.

Enabling *Pay When Received PACE* in your municipality requires signing an Addendum to the Municipal Agreement. It does not require amending the local law. This product does not replace *Energize NY PACE* which offers an expanded pool of capital available to all building owners that meet the above-mentioned criteria.

Attached please find the *Pay When Received PACE* Addendum and a comparison chart of the two products.

Please be in touch with any questions and to let us know if you are enabling *Pay When Received PACE*.

Thank you,

Mark Thielking
Co-Executive Director
(914) 302-7300 x8109
mark@energizeny.org

Sarah Smiley
Director of Member Services
(914) 302-7300 x8105
sarahs@energizeny.org

Joseph Del Sindaco
PACE Advisor to EIC
(267) 465-7542
membership@energizeny.org

EIC Municipal Agreement Addendum – “Pay When Received PACE” Product – 10-05-18 FINAL

This addendum (the “Addendum”) to the EIC Municipal Agreement executed on the ___ day of _____, 20__ (the “Agreement”) by and between the _____ (the “Municipality”) and the Energy Improvement Corporation (“EIC”), which Addendum is executed on the ___ day of _____, 20__, sets forth the amended duties and obligations of each Party in connection with enabling “Pay When Received PACE”, a Product of the Energize NY Benefit Finance Program (the “Program”).

WHEREAS, EIC is offering a Product referred to as “Pay When Received PACE” and such Product may be offered to Property Owners within the Municipality; and

WHEREAS, the “Pay When Received PACE” Product varies from ENY PACE 1.0 or ENY PACE 2.0 in that the Municipality is not required to remit payments pursuant to paragraph 2(c) of the Municipal Agreement unless and until payment is received by the Municipality from the owner of the Benefitted Property; and

WHEREAS, this Addendum is intended to set forth certain modifications to the Municipal Agreement which are necessary for the “Pay When Received PACE” Product.

Now, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Supplementing section 1(g) of the Municipal Agreement, EIC will identify any Benefitted Property approved under the “Pay When Received PACE” Product in the Annual Report as such.

2. For all Energy Improvements financed under the “Pay When Received PACE” Product, Section 2(c) of the Municipal Agreement is hereby replaced in its entirety with the following paragraph:

“Within thirty days of the date that payment of municipal taxes (including the charge pursuant to the Financing Agreement) is due to be made to _____, remit payment to an EIC Trust Account established for such financing in the total annual payment due to EIC provided that such amount has been received from the Owner of such Benefitted Property. For the avoidance of doubt, with respect to such “Pay When Received PACE” Benefitted Properties, the Municipality shall have no obligation to make any payments to the applicable EIC Trust Account unless the Municipality has actually received such payments from the Owner of the Benefitted Property or as provided in Section 6 of this Addendum.”

3. Section 1(h) of the Agreement shall be modified to provide that any EIC Trust Account established by EIC with respect to the “Pay When Received PACE” Product need not be held by a trustee under an indenture but instead may be held by any bank or trust company designated by EIC for such purpose.

4. Supplementing Section 2(d) of the Municipal Agreement, the Municipality will separately identify any Benefitted Property approved under the "Pay When Received PACE" Product in the Delinquency Report.

5. Section 4(a) and Section 7 of the Municipal Agreement are hereby modified to provide that where the Benefitted Property was approved under the "Pay When Received PACE" Product, the failure of the Municipality to deliver payments to EIC within thirty (30) days of when due to the Municipality, shall not be an event of default, provided that the Municipality remits such payments to EIC within thirty (30) days after the Municipality's receipt of such amount from the Owner of the Benefitted Property or as required by Section 6 hereof.

6. In connection with the "Pay When Received PACE" Product, the Municipality hereby covenants and agrees that, (i) in the event that municipal taxes and other charges due from the owner of a Benefitted Property financed under the Pay When Received PACE Product are not paid by the owner of the Benefitted Property when due, the Municipality shall cause to be commenced tax delinquency, default and foreclosure proceedings against each such Benefitted Property in the same manner and in accordance with the same policies and procedures utilized by the Municipality to enforce delinquent taxes against properties that do not include charges payable under the Pay When Received PACE Product; and (ii) the Municipality shall not take into account the existence of charges payable under the Pay When Received PACE Product in determining how to fulfill its obligations under the provisions of General Municipal Law 119-gg(9) and the Local Law requiring the Municipality to levy and collect such charges at the same time and in the same manner as other municipal taxes levied by the Municipality. The aforementioned proceedings may include any and all collection actions authorized by New York State Law to collect municipal taxes on real property including preparations to the filing of any action to foreclose on the municipal lien.

7. Municipality will remit any delinquent tax charges recovered from the Benefitted Property through a proceeding brought under paragraph 5 above to the applicable EIC Trust Account within 5 business days after receipt by the Municipality.

8. Any provision of the Municipal Agreement not specifically modified hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

Date: , 20__

Energy Improvement Corporation

By: _____
PRINT NAME:

Date: , 20__

Municipality Name:

By: _____
PRINT NAME:

	ENERGIZE NY PACE 2.0 PRODUCT DESCRIPTION	ENERGIZE NY "PAY WHEN RECEIVED" PRODUCT DESCRIPTION
MAXIMUM AMOUNT OF FINANCING AVAILABLE	35% of the property's appraised value	Determined by Capital Provider
MINIMUM FINANCE AMOUNT	\$25,000	Determined by Capital Provider
LENGTH OF FINANCING TERM	Minimum term of 5 years and Maximum term of 20 Years. The term is not to exceed the weighted average of the useful life of the improvements to be installed on the property including other approved costs.	Determined by Capital Provider but the term is not to exceed the weighted average of the useful life of the improvements and other approved costs to be installed on the property.
ELIGIBLE MUNICIPALITIES	All EIC Member Municipalities	EIC Member Municipalities that have enabled Pay When Received PACE through an addendum to the Municipal Agreement and that have been accepted by a Capital Provider
ELIGIBLE PROJECTS	Energy efficiency and renewable energy projects that comply with NYSERDA programs, investor owned utility programs or otherwise meet NYSERDA's C-PACE Guidance Document; New construction projects are eligible in the case of renewable energy improvements.	Energy efficiency and renewable energy projects that comply with NYSERDA programs, and investor owned utility programs or otherwise meet NYSERDA's C-PACE Guidance Document; New construction projects are eligible in the case of renewable energy improvements.
ELIGIBLE PROPERTIES	Existing buildings owned by an entity, other than an individual.	Existing buildings owned by an entity, other than an individual.
ELIGIBLE PROPERTY OWNERS	Not in bankruptcy; current on mortgage and property taxes for the past three years	Not in bankruptcy; current on mortgage and property taxes for the past three years

LOAN TO VALUE (LTV) LIMITATION	PACE Financing capped at 35% of value. Property's total amount of land secured loans is less than or equal to 90%, including the requested PACE financing	Determined by Capital Provider
ANNUAL CASH FLOW REQUIREMENT	No	Determined by Capital Provider
COST EFFECTIVENESS/ SIR TEST	Must satisfy NYSERDA's Cost Benefit Ratio or use measures qualified to be Cost Effective by NYSERDA	Must satisfy NYSERDA's Cost Benefit Ratio or use measures qualified to be Cost Effective by NYSERDA
EIC MEMBER OBLIGATED TO PAY DURING DELINQUENCY	Yes	No
ABILITY TO ADD PACE TAX CHARGE TO BILL DURING CONSTRUCTION	Yes	Yes
EXISTING LENDER CONSENT	Required	Determined by Capital Provider
NOTICE OF PACE FINANCING ON LAND RECORDS	Required	Determined by Capital Provider
MUNICIPAL RESERVE FUNDS	Yes	No
Link to NYSERDA C-PACE Guidelines	https://www.nyserda.ny.gov/cpace-guidelines	https://www.nyserda.ny.gov/cpace-guidelines
Link to Energize NY Underwriting Standards	http://energizeny.org/images/uploads/ENY_PACE_2dot0_Standards.pdf	NA

Sent to
TB, TA, TC
11/20/18
KB

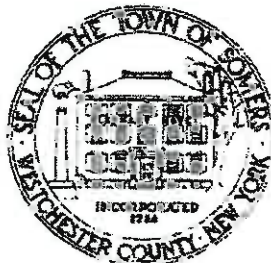
PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5366
Fax
(914) 277-4058

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

Date: November 19, 2018

To: Town Board

From: Steven Woelfle SW
Engineering Department

RE: Somers Estates Subdivision
Letter of Credit No: S93059188

The Letter of Credit No: S93059188 for the Somers Estates Subdivision is set to expire November 19, 2018. Bank procedure requires that the Supervisor initial the attached Letter of Credit No. S93059188 which extends the expiration date until November 19, 2019.

The Town Attorney has reviewed and approved the form.

SW/wg

Att.

cc: Town Clerk w/original
Town Attorney
The Somers Estates, LLC

Z:\PE\Subdivision files\Somers Estates\Letter of Credit - expires 11.19.2019.doc



SIGNATURE BANK

AMENDMENT NO. 10 TO
IRREVOCABLE
STANDBY LETTER OF CREDIT
NUMBER S93059188

PLACE OF ISSUE:
NEW YORK
DATE OF ISSUE:
MAY 19, 2008

DATE OF AMENDMENT ISSUE:

BENEFICIARY:
OFFICE OF THE SUPERVISOR, TOWN OF SOMERS
335 RT 202
SOMERS, NY 10589

APPLICANT:
THE SOMERS ESTATES LLC
617 E 188TH STREET
BRONX, NY 10458

LADIES AND GENTLEMEN:

OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER S93059188 IS HEREBY AMENDED
AS FOLLOWS:

DETAILS OF AMENDMENT:

FINAL EXPIRY DATE CHANGED TO NOVEMBER 19, 2019

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. THIS AMENDMENT IS TO BE
CONSIDERED AS PART OF THE ABOVE CREDIT AND MUST BE ATTACHED THERETO.

IN CASE OF ANY INQUIRIES IN CONNECTION WITH THIS AMENDMENT, YOU MAY CONTACT US
AT (646) 822-4162.

THIS DOCUMENT CONSISTS OF () PAGES.

SIGNATURE BANK

AUTHORIZED SIGNATURE

Non Negotiable Draft Copy

Initials of Applicant: _____

Initials of Beneficiary: _____