

OFFICE OF THE SUPERVISOR

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

RICK MORRISSEY
SUPERVISOR



**SOMERS TOWN BOARD
WORK SESSION 7:00PM
THURSDAY, APRIL 4, 2019**
www.somersny.com

A. PLEDGE OF ALLEGIANCE:

B. PUBLIC HEARING:

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

C. PARKS & RECREATION:

1. Authorize Supervisor to award the bid to Baumann & Sons Buses Inc. for Summer Camps Trip Transportation in the amount of \$24,414.00 per memo dated March 6, 2019 from Steven Ralston, Superintendent of Parks and Recreation.

D. TOWN BOARD:

1. Heritage Hills Special Sewer District Extension / Urstadt Biddle Properties, LLC Application - Discussion
 - a. Declare itself lead agency.
 - b. Make a SEQRA Determination; Issue a Negative Declaration.
 - c. Accept the resolution to extend the Heritage Hills Special Sewer District.

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2. Authorize Supervisor to execute the following to allow Evans Associates to submit the Joint Application with DEC for approval of sidewalks over the stream on Route 202 to be provided by DeCicco's per memo dated March 21, 2019 from Syrette Dym, Director of Planning:
 - a. Declare the Town Board's intent to act as Lead Agency.
 - b. Authorize the Supervisor to sign the Short Form EAF.
 - c. Authorize the Supervisor to sign the Joint Application Form and return all to Evans Associates for Submission to DEC.
3. Authorize the Supervisor to execute the following:
 - a. The Affordable Care Act (ACA) consulting agreement between the Town of Somers and Corporate Plans, Inc. doing business as CPI-HR to provide effective March 1, 2019 until February 28, 2021.
 - b. The Intermunicipal Agreement (IMA) between the Town of Somers and Westchester County for the partial funding of the eligible costs to construct a salt receiving, processing, and storing structure at the Somers Highway Garage pending approval by the Westchester County Board of Legislators.
 - c. The Easement Agreement between the Town of Somers and the Somers Central School District granting an easement to the Town of Somers to install and maintain sidewalks and curbing across certain of its property abutting Route 202.
4. Authorize Waiver of \$200 Plumbing Permit fee for the Somers Fire District for the removal of a 5,000-gallon buried exterior fuel oil storage tank and the install of two new 330-gallon interior tanks per memo dated March 22, 2019 from Thomas J. Tooma, Jr., Building Inspector.

E. FINANCIAL: No additional business.

F. HIGHWAY: No additional business.

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G. 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 (2 – 3-year terms 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.)
- f. Planning Board (1 – 7-year term ending 12/31/2021.)

2. Upcoming Vacancies - Terms Expiring in 2019:

- a. Affordable Housing Board (1- 2-year term ending 7/11/2019.)
- 3. Authorize the reappointment of Ms. Michele Werney to the Somers Parks and Recreation Board to a three-year term ending March 9, 2022.
- 4. Acknowledge the retirement of Arnold Guyot, as Senior Auto Mechanic of the Highway Department for the past 27 years effective November 15, 2019.
- 5. Accept the resignation of Matthew Pfaffenbach, as Motor Equipment Operator in the Highway Department effective March 22, 2019.

H. PLANNING & ENGINEERING: No additional business.

I. POLICE: No additional business.

J. PROPOSED CONSENSUS AGENDA:

- 1. Accept the following Erosion Control Bonds per March 26, 2019 and March 28, 2019 memos from Wendy Getting, Planning and Engineering Senior Office Assistant:
 - a. \$35,000.00 Erosion Control Bond - Artis Senior Living of Somers, LLC
Site Plan - TM: 4.19-2-22
 - b. \$300.00 Erosion Control Bond – Manteau/Bedford Poolscape, Inc
TM: 48.13-1-27
- 2. Authorize transfer of the following Bond to the General Fund per March 28, 2019 memo from Wendy Getting, Planning and Engineering Senior Office Assistant:
 - a. \$300.00 Erosion Control Bond (Landgarden Landscape Architects)

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3. Authorize the return of the following Bonds per March 7, 2019, March 12, 2019, and March 26, 2019 memos from Steven Woelfle, Principal Engineering Technician.
 - a. \$10,614.00 Erosion Control Bond, Surety Bond Number S290433
(World Insurance Associates LLC.)
 - b. \$500.00 Erosion Control Bond (82 Moseman Ave, LLC)
 - c. \$200.00 Erosion Control Bond (82 Moseman Ave, LLC)
 - d. \$200.00 Erosion Control Bond (Louis Ekaireb)
 - e. \$500.00 Erosion Control Bond (Christina Weisenburger)
4. Authorize the Supervisor to execute the following:
 - a. The IIIB Transportation Services Contract, PY 2019 per memo dated March 4, 2019 from Barbara Taberer, Nutrition Program Director.
 - b. The IIIC-1, IIIC-2 and corresponding NSIP funding contracts for period beginning January 1, 2019 and continuing through December 31, 2019 per memo dated March 28, 2019 from Barbara Taberer, Nutrition Program Director.
5. Schedule a Public Hearing for the proposed Conservation Easement for the Merritt Park Subdivision, Lovell Street/Adson Way, Town of Somers, for May 9, 2019.

**SOMERS TOWN BOARD
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2019 Calendar

April 4, 2019	7:00pm	Town Board Work Session
April 11, 2019	7:00pm	Town Board Regular Meeting
		Public Hearing Continuation - 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> .
		Public Hearing - Proposed Fee Schedule for the Amawalk Heights, Amawalk-Shenorock, and Windsor Farms Water Districts
May 2, 2019	7:00pm	Town Board Work Session
May 9, 2019	7:00pm	Town Board Regular Meeting

Sent to:
TB, TA, TC
3/15/19
KD

Somers Department of Parks & Recreation
PO Box 46 Somers, New York 10589

Phone: (914)-232-8441
Fax: (914)-232-8548
Email: parks@somersny.com
Web: www.somersny.com

Steven Ralston
Superintendent



March 6, 2019

To: Town Board

From: Steven Ralston 
Superintendent of Parks and Recreation

Re: Request for Approval

Bids for Summer Camp trip transportation were opened in the Town Clerk's office on Tuesday, March 5, as follows;

Baumann & Sons Buses Inc. \$24,414.00

Request that the bid be awarded to Baumann & Sons Buses Inc., lowest responsive bidder.
Original bids have been filed with the Town Clerk, as well as a list of companies that the bid notice was sent to.

C: Park Board
Director of Finance
Town Clerk
Town Attorney

Sent to:
TB, TA, TC
3/29/19
KD

Record & Return to:
Roland A. Baroni, Jr.
STEPHENS, BARONI, REILLY
& LEWIS, LLP
175 Main Street (Suite 800)
White Plains, NY 10601

At a meeting of the Town Board of the Town of Somers at Town Hall located at 335 Route 202, Somers, Westchester County, New York on the 4th day of April, 2019, at 7:00 P.M.

RESOLUTION TO EXTEND THE HERITAGE HILLS SPECIAL SEWER DISTRICT

WHEREAS, a Petition, Map, Plan and Report have been prepared by URSTADT BIDDLE PROPERTIES, LLC dated December 10, 2018, for the extension of Heritage Hills Special Sewer District of the Town of Somers, New York, and duly presented to this Town Board; and

WHEREAS, an Order was duly adopted by the Town Board on February 7, 2019, reciting the filing of said petition, the improvements proposed, the boundaries of the proposed extension, and the estimated expenses thereof and specifying March 7, 2019, at 7:00 p.m. as the time and the Town Hall in said Town as the place where the said Board would meet to consider the petition and to hear all persons interested in the subject thereof, concerning the same; and

WHEREAS, such Order was duly posted, published and served as required by law; and

WHEREAS, a hearing in the matter was duly held by the Board on the 7th day of March, 2019, commencing at 7:00 p.m. o'clock at the Town Hall in said Town and considerable discussion upon the matter having been had, and all persons desiring to be heard having been duly heard and thereupon the hearing being duly closed; and

WHEREAS, a meeting was duly held by the Board on the 4th day of April, 2019, commencing at 7:00 p.m. o'clock at the Town Hall the Town Board has reviewed the submissions for the Proposed Action and, in particular, the subsections pertaining to the

proposed expansion of the Heritage Hills Special Sewer District;
and

WHEREAS, based upon its review of the submitted petition and the environmental record for the Proposed Action, the Town Board makes the following environmental findings pursuant to SEQRA:

1. As discussed in the Wastewater Engineering Report, there is adequate capacity in the existing system to service the project.
2. Connection to the sewer district will eliminate several problems that would be associated with an on-site sewage disposal system, including on-site impacts associated with treatment and disposal, plant operational costs, reservation of land to accommodate an on-site plant, reservation of land to accommodate disposal fields and buffers for noise and odor.
3. The Town Board has given due consideration to the environmental proceedings conducted by the Planning Board.
4. The Town Board has weighed and balanced relevant environmental impacts with social, economic and other considerations.
5. These SEQRA Findings provide a rationale for the Board's decision(s).
6. The Town Board hereby certifies that the requirements of Part 617 of Title 6 NYCRR have been met.
7. The Town Board hereby certifies that consistent with the social, economic and other essential considerations, from among the reasonable alternatives available, the action is one that avoids or minimizes adverse environmental impacts to the maximum extent practicable, and that adverse environmental impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures that were identified as practicable.

NOW, upon the evidence given at such hearing and on motion of Councilman _____, seconded by Councilman _____, it is

RESOLVED AND DETERMINED, that (a) the petition aforesaid is signed and acknowledged or proved as required by law, it duly complies with the requirements of Section 191 of the Town Law as to sufficiency of signers with respect to the boundaries of the proposed district extension as herein approved and it is otherwise sufficient; (b) all property and property owners within the proposed district extension are benefitted thereby; (c) all the property and property owners benefitted are included within the limits of the proposed district expansion; and (d) that it is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND DETERMINED, that the extension of the Heritage Hills Special Sewer District as proposed in said petition be approved; that such extension be designated as "UBP-HH Sewer Extension"; that the improvements to be constructed by the Petitioner or its successors therein mentioned be constructed at the sole cost and expense of the Petitioner, and such extension be bounded and described as set forth in **Schedule A** attached hereto; and it is further

RESOLVED, that the Town Clerk shall file certified copies thereof, in duplicate, in the office of the State Department of Audit and Control in Albany, New York and record same with the County Clerk, County of Westchester, Division of Land Records within ten (10) days hereof.

Roll Call:

Vote:

Hon. Rick Morrissey

AYE

Councilman Anthony Cirieco

AYE

Councilman William Faulkner

AYE

Councilman Richard G. Clinchy

AYE

Councilman Thomas A. Garrity

AYE

STATE OF NEW YORK
COUNTY OF WESTCHESTER
TOWN OF SOMERS

I, PATRICIA KALBA, Town Clerk of the Town of Somers, do hereby certify that I have compared the preceding Resolution with the original thereof filed in my office at Town Hall, 335 Route 202, Somers, Westchester County, New York, that the same is a true and correct copy of said original and the whole thereof.

I further certify that all members of the Town Board had due notice of the meeting at which said resolution was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this 4th day of April, 2019.

PATRICIA KALBA
Town Clerk

STATE OF NEW YORK: COUNTY OF WESTCHESTER: SS:

On the 4th day of April in the year 2019 before me, the undersigned personally appeared PATRICIA KALBA, Town Clerk of the Town of Somers, 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

SCHEDULE A

DESCRIPTION OF PARCEL 1

Parcel 1 - is the parcel of land located in the Town of Somers, County of Westchester, State of New York described as follows:

BEGINNING at a point on the westerly side of Somerstown Turnpike at the dividing point of lands leased to Landlord and lands of Episcopal Church of Somers;

THENCE southerly along westerly side of Somerstown Turnpike South 22 degrees 01 minutes 00 seconds West 150.00 feet;

THENCE westerly North 76 degrees 43 minutes 10 seconds West.121.35 feet;

THENCE southerly South 37 degrees 24 minutes 45 seconds West 196.36 feet;

THENCE westerly North 82 degrees 04 minutes 50 seconds West 427.56 feet;

THENCE northerly North 2 degrees 16 minutes 40 seconds West 790.16 feet to the southerly side of Somers Road, a/k/a Route 202;

THENCE easterly along Somers Fire District;

THENCE southerly South 5 degrees 18 minutes 20 seconds West 204.49 feet;

THENCE easterly South 85 degrees 32 minutes 10 seconds East 149.86 feet to lands reserved to the Episcopal Church of Somers;

THENCE southerly South 5 degrees 21 minutes 02 seconds East 260.00 feet;

THENCE easterly along Episcopal Church South 77 degrees 59 minutes 36 seconds East 275.00 feet and South 76 degrees 43 minutes 10 seconds East 184.93 feet to point of BEGINNING, for a total of 6.712 ac.

DESCRIPTION OF PARCEL 2

Parcel 2 -is the parcel of land located in the Town of Somers, County of Westchester, State of New York described as follows:

BEGINNING at a point in the westerly side of Somerstown Turnpike (also known as New York Route 100) said point is located 520.68 plus or minus feet along said westerly line of Somerstown Turnpike in a southerly direction from the intersection of said westerly line of Somerstown Turnpike with the southerly right-of-way line of Peekskill Road (also known as New York Route 116 & 202;

THENCE southerly along westerly side of Somerstown Turnpike South 22 degrees 01 feet 00 seconds West 150.00 feet to the point of beginning; THENCE

1. South 22 degrees 01 minutes 00 seconds West along said westerly line of Somerstown Turnpike (Route 100) 466.69 feet; THENCE
2. South 22 degrees 46 minutes 10 seconds West along said westerly line of Somerstown Turnpike (Route. 100) 53.11 feet; THENCE
3. North 66 degrees 03 minutes 07 seconds West, 500.00 feet; THENCE
4. North 02 degrees 16 minutes 40 seconds est 209.84 feet; THENCE
5. South 82 degrees 04 minutes 50 seconds East, 427.50 feet; THENCE
6. North 37 degrees 24 minutes 45 seconds East, 196.36 feet; THENCE
7. North 76 degrees 43 minutes 10 seconds, West 121.35 feet to the point of beginning for a total of 4.051 acres.

Sent to:
TB, TA, TC
3/26/19
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: March 21, 2019

RE: Joint Permit Application for Somers Sidewalk Project

Evans Associates, the environmental consultants for DeCicco's relative to their obligation under the Community Benefits Agreement they inherited as part of the Somers Crossing approval, is preparing a Joint Permit Application between Somers and NYS DEC relative to a portion of the sidewalks.

The Joint Permit Application project involves constructing a sidewalk with a pedestrian bridge to provide safe access for pedestrians between the Somers Middle School and the Town Centre at Somers along Route 202. The sidewalk would cross a Class C (T) stream and encroach within the 100' Adjacent Area of DEC Freshwater Wetland F-1.

There are no direct wetland/watercourse impacts. The pedestrian bridge and a portion of the sidewalk will encroach within 50' of the Class C(T) stream and within the 100' DEC Freshwater Wetland Adjacent Area (AA). Structural encroachment within the 100' AA includes approximately 880 sq. ft. for the sidewalk, 150 sq. ft. for the bridge and 50 sq. ft. for the bridge abutments. Additional impacts within the AA include rain gardens to treat sidewalk runoff, and grading for the sidewalk and rain gardens. Encroachment into the 100' AA totals 4,50 sq. ft.

As identified in the cover letter to the Application, measures are being taken to reduce the impacts to the wetland Adjacent Area.

The actions the Town Board needs to take to allow Evans Associates to submit the Joint Application are the following:

- Declare itself lead agency at its meeting of April 4, 2019
- Authorize the Supervisor to sign the Short Form EAF
- Authorize the Supervisor to sign the Joint Application Form and return all to Evans Associates for Submission to DEC

The draft cover letter from Evans Associates, the Short Form EAF, the Joint Application Form and the Lead Agency forms are attached to this memorandum for review by the Town Board.

Cc: Roland Baroni
Patricia Kalba
Steve Woelfle
Beth Evans
John DeCicco

Z:\PE\Site plan files\Wilderness Crossing\Sidewalks\Brdige Variance-Beth Evans Material\SEQR\Town Board Memorandum 05-21-19.docx

NOTICE OF SEQR ACTIONS – Somers Downtown Hamlet Sidewalks and Pedestrian Bridge Over Stream

Notice of Intent to Act as Lead Agency

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

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

The Town Board of the Town of Somers, Westchester County, declares its intent to act as lead agency as part of an uncoordinated review for Construction of Somers Downtown Hamlet Sidewalks and a Pedestrian Bridge Over a Stream.

The Somers Town Board at its meeting of April 4, 2019 declared its Intent to Act as 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: Somers Downtown Hamlet Sidewalks and Pedestrian Bridge Over Stream

DESCRIPTION OF ACTION: The proposed action involves constructing a sidewalk with a pedestrian bridge to provide safe access for pedestrians between the Somers Middle School and the Town Centre at Somers along Route 202. The sidewalk would connect the existing parking lots/sidewalks at the school with those at DeCicco's Supermarket. The sidewalk would cross a Class C(T) stream and encroach within the 100' Adjacent area of DEC Freshwater Wetland F-1.

LOCATION: Route 202, 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 Involved and 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 4, 2019

SEQR DISTRIBUTION LIST: Somers Downtown Hamlet Sidewalks and Pedestrian Bridge over Stream

Involved Agency:

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

NYS DEC Region 3
Regional Permit Administrator
21 South Putt Corners
New Paltz, NY 12561-1620

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: Thomas Tooma, Building Inspector

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

Town of Somers Open Space Committee
335 Route 202
Somers, New York 10589
Attn: Denise Schirmer

Town of Somers Highway Department
Somers Town House
335 Route 202
Somers, New York 10589
Attn: Tom Chiaverini

Somers Police Department
Somers Town House
335 Route 202
Somers, New York 10589
Attn: Michael Driscoll, Chief

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

March 4, 2019

NYS DEC Region 3

Regional Permit Administrator
21 South Putt Corners Road
New Paltz, NY 12561-1620

**RE: Joint Permit Application for Somers Sidewalk Project
254-266 Route 202
Town of Somers, Westchester County, New York**

Dear Regulatory Personnel:

On behalf of the Applicant, The Town of Somers (Mr. Rick Morrissey, Town Supervisor), this letter and the following documentation are provided in support of a Joint Permit Application for the above-referenced property:

- Site photos,
- Site Location Map,
- Approximate Proposed Sidewalk Location,
- Joint Application Form,
- Short EAF,
- The following drawings, prepared by ALP Engineering & Landscape Architecture, PLLC, dated November 28, 2018, unless specified:
 - Existing Conditions Plan, Drawing EX-1,
 - Stormwater Management Plan for Sidewalk, Drawing SW-1, dated last revised 02/15/2019,
 - Construction Details, Drawing DE-1,
 - Erosion and Sediment Control Plan, Drawing SW-1, dated last revised 02/15/2019,
- Site Plan, Drawing SP-1 and Bridge Plan Section & Detail, Drawing A-1, prepared by studio rai Architectural Design P.C., dated 4-18-18. NOTE: gravel sediment control within the wetland buffer, although depicted on Drawing A-1, will *not* be used.

Introduction and Proposed Activity

The proposed project involves constructing a sidewalk with a pedestrian bridge to provide safe access for pedestrians between the Somers Middle School and the Town Centre at Somers. The sidewalk would connect the existing parking lots/sidewalks at the school with those at DeCicco Supermarket. The sidewalk would cross a Class C(T) stream and encroach within the 100' Adjacent Area of DEC Freshwater Wetland F-1.¹ The Town of Somers will be requesting/have requested to be Lead Agency for the SEQR process.

Regulated Area Impacts

No direct wetland/watercourse impacts are proposed. The pedestrian bridge and a portion of the sidewalk will encroach within 50' of the Class C(T) stream and within the 100' DEC Freshwater Wetland Adjacent Area (AA). Structural encroachment within the 100' AA includes approximately 880 sq. ft. for the sidewalk, 150 sq. ft. for the bridge, and 50 sq. ft. for the bridge abutments. Additional impacts within the AA include rain gardens to treat sidewalk runoff, and grading for the sidewalk and the rain gardens. Encroachment into the 100' AA totals 4050 sq. ft.

Impact Reduction and Stormwater Treatment/Mitigation

To reduce impacts to the wetland Adjacent Area, pervious pavers are proposed to be installed within 100' of the watercourse. The bridge abutments have been located at 10' and 13' from the edge of the watercourse. No dredging or stream encroachment is proposed. Rain gardens and filter strips are proposed to treat stormwater runoff from the sidewalk.

Please let me know if you have any questions or require additional information regarding this submission. beth@eacc-inc.com, 203-393-0690 x112. Thank you.

Sincerely,

EVANS ASSOCIATES ENVIRONMENTAL CONSULTING, INC.

Beth Evans, Principal

¹ <http://www.dec.ny.gov/gis/erm/>, accessed February 21, 2019

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.

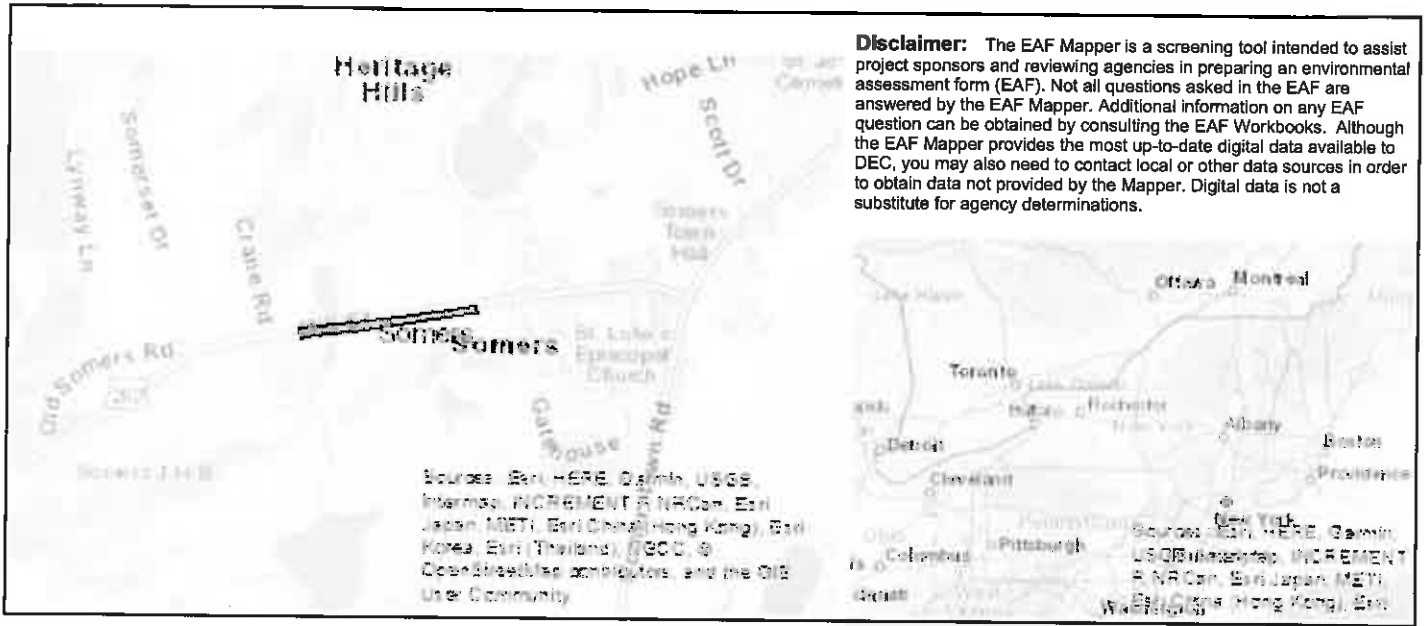
Part 1 – Project and Sponsor Information			
Name of Action or Project: Somers Downtown Hamlet Sidewalks and Pedestrian Bridge Over Stream			
Project Location (describe, and attach a location map): 254-266 Route 202, Town of Somers			
Brief Description of Proposed Action: To construct a safe pedestrian access (sidewalk with pedestrian bridge) along NYS Route 202 between Towne Centre at Somers and the Somers Middle School.			
Name of Applicant or Sponsor: Town of Somers, (Rick Morrissey, Town Supervisor)		Telephone: 914-277-3637 E-Mail: supervisor@somersny.com	
Address: 335 Route 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.			NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ 0.07 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, are adjoining or near the proposed action:			
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Institutional (school,church); <input checked="" type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" 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	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: Encroachment into 100' Adjacent Area of DEC Freshwater Wetland F-1 and within 50' of Class C(T) Stream. No impact to watercourse or wetland. _____			

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 checked="" type="checkbox"/> Urban <input checked="" 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? Northern Long-eared Bat	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stormwater runoff near stream crossing will be treated by proposed rain gardens and filter strips. Runoff from remainder of sidewalk will be treated by proposed filter strips.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Rick Morrissey</u> Date: _____ Signature: _____ Title: <u>Supervisor</u>		

EAF Mapper Summary Report

Wednesday, February 20, 2019 5:00 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	No



JOINT APPLICATION FORM

For Permits for activities affecting streams, waterways, waterbodies, wetlands, coastal areas, sources of water, and endangered and threatened species.

You must separately apply for and obtain Permits from each involved agency before starting work. Please read all instructions.

1. Applications To:

>NYS Department of Environmental Conservation

☒

Check here to confirm you sent this form to NYSDEC

Check all permits that apply:

☒ Stream Disturbance

☐ Dams and Impoundment Structures

☐ Tidal Wetlands

☐ Water Withdrawal

☐ Excavation and Fill in Navigable Waters

☐ 401 Water Quality Certification

☐ Wild, Scenic and Recreational Rivers

☐ Long Island Well

☐ Docks, Moorings or Platforms

☒ Freshwater Wetlands

☐ Coastal Erosion Management

☐ Incidental Take of Endangered / Threatened Species

>US Army Corps of Engineers

☐

Check here to confirm you sent this form to USACE

Check all permits that apply: ☐ Section 404 Clean Water Act

☐ Section 10 Rivers and Harbors Act

Is the project Federally funded? ☐ Yes ☒ No

If yes, name of Federal Agency: _____

General Permit Type(s), if known: _____

Preconstruction Notification: ☐ Yes ☐ No

>NYS Office of General Services

☐

Check here to confirm you sent this form to NYSOGS

Check all permits that apply:

☐ State Owned Lands Under Water

☐ Utility Easement (pipelines, conduits, cables, etc.)

☐ Docks, Moorings or Platforms

>NYS Department of State

☐

Check here to confirm you sent this form to NYSDOS

Check if this applies: ☐ Coastal Consistency Concurrence

2. Name of Applicant

Town of Somers, (Rick Morrissey, Town Supervisor)

Taxpayer ID (if applicant is NOT an individual)

13-6007329

Mailing Address

335 Route 202

Post Office / City

Somers

State

NY

Zip

10589

Telephone 914-277-3637

Email supervisor@somersny.com

Applicant Must be (check all that apply): ☐ Owner ☒ Operator ☐ Lessee

3. Name of Property Owner (if different than Applicant)

Various

Mailing Address

c/o Town of Somers (see above)

Post Office / City

State

Zip

Telephone

Email

For Agency Use Only

Agency Application Number

4. Name of Contact / Agent

Beth Evans			
Mailing Address		Post Office / City	State Zip
Evans Associates 162 Falls Road		Bethany	CT 06524
Telephone	(203) 393-0690 x112	Email	beth@eaec-inc.com

5. Project / Facility Name

Somers Downtown Hamlet Sidewalks&Pedestrian Bridge		Property Tax Map Section / Block / Lot Number: 17.15 / 1 / 15.2 to 17.14 / 2 / 3	
Project Street Address, if applicable 254-266 Route 202		Post Office / City Somers	State Zip NY 10589
Provide directions and distances to roads, intersections, bridges and bodies of water Sidewalk along Route 202, connecting DeCicco grocery store (at 266 Route 202) to Intermediate School (at 254 Route 202)			
<input checked="" type="checkbox"/> Town	<input type="checkbox"/> Village	<input type="checkbox"/> City	County
Somers		Westchester	
Stream/Waterbody Name		FW Wetland F-1; Class C(T) stream	
Project Location Coordinates: Enter Latitude and Longitude in degrees, minutes, seconds:			
Latitude: 41	° 19	' 38.286	" Longitude: -73 ° 41 ' 34.132 "

6. Project Description: Provide the following information about your project. Continue each response and provide any additional information on other pages. Attach plans on separate pages.

a. Purpose of the proposed project:

To construct a safe pedestrian access (sidewalk with pedestrian bridge) along NYS Route 202 between Towne Centre at Somers and the Somers Middle School.

b. Description of current site conditions:

Roadside: mainly herbaceous vegetation (weeds), some paved areas (in association with the "Fireman's Field" parking lot). The road crosses a stream; in this area the roadside is narrow.

c. Proposed site changes:

Construct a 5' wide, 588' long sidewalk along Route 202 between the DeCicco Supermarket and the Somers Middle School, including a pedestrian bridge over a stream. See attached plans.

d. Type of structures and fill materials to be installed, and quantity of materials to be used (e.g., square feet of coverage, cubic yards of fill material, structures below ordinary/mean high water, etc.):

No fill/structures below ordinary/mean high water, or in wetlands. No impacts to bed of the watercourse. A total of 4,050 sq. ft. of disturbance is proposed within 100' of the watercourse. Structural encroachments are approximately 880 sq. ft. of pervious pavers for the sidewalk; 150 sq. ft. for the bridge over the watercourse; and 50 sq. ft. for the bridge abutments. Grading and stormwater basins are also proposed within the buffer.

e. Area of excavation or dredging, volume of material to be removed, location of dredged material placement:

Excavation of approximately 250 cubic feet for concrete bridge abutments (within 50' of watercourse). No dredging. No impacts to bed of watercourse. See attached plans.

f. Is tree cutting or clearing proposed? ☐ Yes If Yes, explain below. ☒ No

Timing of the proposed cutting or clearing (month/year):

Number of trees to be cut:

Acreage of trees to be cleared:

g. Work methods and type of equipment to be used:

Backhoe to excavate for bridge abutments. Crane to place bridge structure between abutments.

h. Describe the planned sequence of activities:

Please see Drawing DE-1, Construction Details, for a detailed construction sequence narrative.

i. Pollution control methods and other actions proposed to mitigate environmental impacts:

Rain gardens and filter strips are proposed to treat runoff from the sidewalk. See Drawing SW-1, Stormwater Management Plan for Sidewalk.

j. Erosion and silt control methods that will be used to prevent water quality impacts:

Erosion and sediment control measures (during construction) are depicted on Drawing EC-1, Erosion and Sediment Control Plan. Post construction, rain gardens and filter strips will be used to treat sidewalk runoff.

k. Alternatives considered to avoid regulated areas. If no feasible alternatives exist, explain how the project will minimize impacts:

The sidewalk must cross the watercourse in order to connect the school to the Towne Centre. Impacts will be minimized through the use of erosion and sediment controls, and stormwater treatment (see responses i and j).

l. Proposed use: ☐ Private ☒ Public ☐ Commercial

m. Proposed Start Date: Spring 2019 Estimated Completion Date: Fall 2019

n. Has work begun on project? ☐ Yes If Yes, explain below. ☒ No

o. Will project occupy Federal, State, or Municipal Land? ☒ Yes If Yes, explain below. ☐ No

Most of the project will be located in the road right-of-way for NY State Route 202. In addition, the sidewalk will pass through the edges of commercial, private, and Town-owned properties.

p. List any previous DEC, USACE, OGS or DOS Permit / Application numbers for activities at this location:

q. Will this project require additional Federal, State, or Local authorizations, including zoning changes?

☐ Yes If Yes, list below. ☒ No

7. Signatures.

Applicant and Owner (If different) must sign the application.

Append additional pages of this Signature section if there are multiple Applicants, Owners or Contact/Agents.

I hereby affirm that information provided on this form and all attachments submitted herewith is true to the best of my knowledge and belief.

Permission to Inspect - I hereby consent to Agency inspection of the project site and adjacent property areas. Agency staff may enter the property without notice between 7:00 am and 7:00 pm, Monday - Friday. Inspection may occur without the owner, applicant or agent present. If the property is posted with "keep out" signs or fenced with an unlocked gate, Agency staff may still enter the property. Agency staff may take measurements, analyze site physical characteristics, take soil and vegetation samples, sketch and photograph the site. I understand that failure to give this consent may result in denial of the permit(s) sought by this application.

False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the NYS Penal Law. Further, the applicant accepts full responsibility for all damage, direct or indirect, of whatever nature, and by whomever suffered, arising out of the project described herein and agrees to indemnify and save harmless the State from suits, actions, damages and costs of every name and description resulting from said project. In addition, Federal Law, 18 U.S.C., Section 1001 provides for a fine of not more than \$10,000 or imprisonment for not more than 5 years, or both where an applicant knowingly and willingly falsifies, conceals, or covers up a material fact; or knowingly makes or uses a false, fictitious or fraudulent statement.

Signature of Applicant

Date

Applicant Must be (check all that apply): ☐ Owner ☐ Operator ☐ Lessee

Printed Name

Rick Morrissey

Title

Supervisor

Signature of Owner (if different than Applicant)

Date

Printed Name

Title

Signature of Contact / Agent

Date

Printed Name

Title

For Agency Use Only

DETERMINATION OF NO PERMIT REQUIRED

Agency Application Number

(Agency Name) has determined that No Permit is required from this Agency for the project described in this application.

Agency Representative

Printed Name

Title

Signature

Date

Sent to:
TB, TA, TC
3/15/19
KD



Consulting Agreement

This consulting agreement is made the March 1, 2019 (the effective date) until February 28, 2021 by and between Town of Somers, (the Client) and Corporate Plans, Inc. doing business as CPI-HR (the Company).

Whereas, Client wishes to obtain the services of Company set forth herein; and

Whereas, Company wishes to provide such services to Client.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follow:

1. Scope of Services to be provided by Company

Company will provide the following services to the Client with respect to Affordable Care Act (ACA) activities related to Client's health and welfare benefits programs mandated by this law and regulations issued thereunder:

- Consult with Client concerning regulatory tracking and filing requirements for ACA
- Make recommendations and assist with implementation on ACA
- Report on legislative updates and consult with Client concerning action plans on ACA
- Assist Client with drafting ACA policies and procedures
 - Create a recommended action plan for ACA compliance
 - Review required policies and procedures for implementation
- Employee Tracking Information and Services
 - Advise Client concerning policy on standard measurement, administration and stability periods
 - Track variable employee benefits eligibility using tracking system and payroll information provided by Client
 - Project financial impacts
- Employer Mandated Notices Requirements
 - Provide mandated notices and action plans for delivery
- Coverage of specific concerns for Client
 - Examine the cost of penalties versus providing coverage
 - Estimate the potential for covering a higher number of participants on the plan
 - Estimate Cadillac excise tax
 - Using Company Cadillac Tax Calculator and actuary, we will provide a cost analysis with financial impact projections
- Consult with Client concerning ACA questions and concerns
- Provide the 1095 C and assist with Employer Reporting
- Meet with Unions on a as needed basis to review ACA

2. Cost of Services

In consideration of the Services, Client agrees to pay Company a fee of \$8,100 per year. This fee is payable in four quarterly payments with the first installment being billed 5/1/17, for completion of work outlined in the contract and the Services will continue until February 28, 2019, this is a two year agreement. Either party may terminate this Agreement by providing a thirty (30) days' notice to the other party. In the event this agreement is to be terminated, Client shall be entitled to a refund of an equitable portion of any fees that have been paid with respect to periods of time after termination.

3. Personnel

Company will assign its personnel according to the needs of the Client based on the skill and experience of the Company's employees and according to the disciplines reasonably required to complete the appointed task. Company retains the right to substitute personnel.

Primary Service Team: Michael Grinnell, Vice President
 Kirsten Tudman, Vice President

4. Clients Responsibility

Client will make available such information as may be reasonably requested for Company to perform the Services. Such information will be provided promptly and will be correct and complete. It is understood by the Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this agreement. Client will make timely payment of the service fee as set forth elsewhere in this agreement.

5. Fiduciary Responsibility

Client acknowledges that: Company shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; Company shall exercise no authority or control with respect to management or disposition of the assets of Clients employee benefit plans; and Company shall preform services pursuant to this agreement in a non-fiduciary capacity. Client agrees to notify Company as soon as possible of any proposed amendments to the plans legal documents to the extent that the amendments would affect Company in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agents or vendors to submit) all information in its (or their) control reasonably necessary for Company to perform the services covered under this agreement.



6. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are sequent hereby superseded. Subsequent amendments to this Agreement shall only be in writing by both parties.

Town of Somers

Signature

Date

Title

Corporate Plans Inc. (CPI-HR)

Signature

Date

Title

Sent to:
FB, TA, TC
3/26/19
KD

THIS INTERMUNICIPAL AGREEMENT, dated _____, 2019
by and between,

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

THE TOWN OF SOMERS, a municipal corporation of the State of New York, having an office and place of business at 335 Route 202, Somers, New York 10589 (the “Municipality”)

W I T N E S S E T H:

WHEREAS, Westchester and the Municipality are parties to the 1997 Watershed Memorandum of Agreement, including as an attachment thereto the East of Hudson (“EOH”) Water Quality Investment Program Contract (the “Program Contract”) by and between the New York City Department of Environmental Protection (“NYCDEP”) and the County, (together the “MOA”), along with the City of New York, the State of New York, the United States Environmental Protection Agency, the Catskill Watershed Corporation, the Coalition of Watershed Towns, and certain other municipal and environmental parties; and

WHEREAS, pursuant to the MOA, the City paid Westchester THIRTY-EIGHT MILLION (\$38,000,000) DOLLARS to create a fund, known as the East of Hudson Water Quality Investment Program Fund, which now includes earnings thereon (the “EOH WQIP Fund”), to support a program of water quality investments east of the Hudson River in order to protect New York City’s drinking water supply; and

WHEREAS, pursuant to the MOA, including without limitation the surviving clauses of the Program Contract, the EOH WQIP Fund monies may be distributed by the County for specified water quality improvement eligible projects as enumerated therein and/or as NYCDEP may authorize; and

WHEREAS, the land area of the Municipality is located wholly or partially within the Croton Watershed; and

WHEREAS, the Municipality has requested that the County release up to ONE HUNDRED SEVENTY FIVE THOUSAND (\$175,000) DOLLARS from the EOH WQIP Fund to partially fund the Municipality's eligible costs to construct a salt receiving, processing, and storing structure at the Somers Highway Garage which is located off of NYS Route 100 adjacent to the Muscoot River (the "Project") as described in Schedule "A" attached hereto; and

WHEREAS, the Municipality has conducted a suitable review of the Project and represents that the Project constitutes an eligible project under the MOA and the right of objection process has been completed by the County as set forth below; and

WHEREAS, the Northern Westchester Watershed Committee ("NWWC") supports the expenditure of ONE HUNDRED SEVENTY FIVE THOUSAND (\$175,000) DOLLARS in EOH Funds for the Project, and on January 15, 2019 adopted a resolution formalizing that support; and

WHEREAS, in order to properly spend monies from the EOH WQIP Fund, Westchester and the Municipality must comply with the procedures as set forth in the MOA and all federal, state and local laws, rules and regulations, including the Laws of Westchester County. This includes, among other things, compliance with the right of objection procedures specified in paragraph 107(c) of the MOA, which require that Westchester notify a designated group, consisting of EOH parties to the MOA, State agencies, and environmental organizations, of its intention to use a portion of the EOH WQIP Fund, and requires that Westchester consider any comments or objections raised by those parties before it proceeds to spend the EOH WQIP Fund monies; and

WHEREAS, the Westchester County Department of Planning, which acts as the Administrator of the EOH WQIP Funds, issued the right of objection letter to the requisite parties on February 20, 2019 stating Westchester's intent to access and distribute the EOH WQIP

Funds to the Municipality for the purpose of partially funding the Project, and no objections were received during the objection period as defined in Section 107(f) of the MOA. Therefore, Westchester has complied fully with this procedure as required by the MOA; and

WHEREAS, the Westchester County Board of Legislators (the “Board”), on _____ by Act ____ - _____ authorized the transfer of the EOH WQIP Funds, into a County Trust Account in order to fund a portion of the cost of the Project; and

WHEREAS, the Board, on _____ by Act No. __ - ____, and pursuant to Section 119-o of the General Municipal Law, authorized the County to enter into this inter-municipal agreement (the “IMA”), with the Municipality for the purpose of using the EOH WQIP Funds to fund a portion of the cost of the Project; and

WHEREAS, on _____, the Westchester County Board of Acquisition & Contract (“BAC”) authorized the County to enter into this IMA, for the purpose of using the EOH WQIP Funds to fund a portion of the cost of the Project; and

WHEREAS, the Municipality represents that it has received all necessary approvals from its governing body; and

WHEREAS, having received all necessary approvals from their respective governing bodies, the County and the Municipality desire to set forth the procedures and their respective rights and responsibilities relative to the distribution of the EOH WQIP Funds for purpose of funding a portion of the cost of the Project, as described herein.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, the parties agree as follows:

I. RIGHTS AND RESPONSIBILITIES OF WESTCHESTER:

A. The County, acting by and through its Department of Planning ("Planning") will disburse from the EOH WQIP Fund an amount not-to-exceed ONE HUNDRED SEVENTY FIVE THOUSAND (\$175,000) DOLLARS (the "EOH Funds").

The EOH Funds will be disbursed pursuant to the terms hereof, in order to fund eligible costs incurred by or on behalf of the Municipality in connection with the Project as more fully set forth in Schedule "A" which is attached hereto and forms a part hereof.

Such disbursement will be made pursuant to the below "Project Approval and Funding Procedures" section below.

B. It is expressly acknowledged and agreed that Westchester shall have no further responsibility for the funding, approval, implementation or completion of the Project, it being further acknowledged and agreed that Westchester's sole obligation pursuant to the MOA, and this IMA, other than the administrative obligations described below, shall be the distribution of the EOH Funds. The County does not provide or extend any warranty of fitness or workmanship for any work undertaken in connection with, or paid under, this IMA.

In no event is the County obligated to extend any funds beyond those included in the EOH Funds. Payment hereunder by the County shall operate as a release to the County from any and all obligations or liabilities in connection herewith to the Municipality, or any property owner(s), contractor(s) or subcontractor(s) hereunder.

II. PROJECT APPROVAL AND FUNDING PROCEDURES:

The EOH Funds shall be paid to the Municipality on a reimbursement basis upon proof of invoice, payment and delivery. The Municipality shall provide all documentation required by the Commissioner of Planning for reimbursement to the Municipality for Project costs. Any and all requests for disbursement of Project funds shall be submitted by the Municipality to Planning on properly executed payment vouchers of the County.

The parties acknowledge and agree that any funds provided hereunder and not used for the eligible Project costs will be returned to the County pursuant to Section IV(B) hereof.

III. REPRESENTATIONS, WARRANTIES AND GUARANTEES OF THE MUNICIPALITY:

The Municipality expressly represents warrants and guarantees that:

- (a) it is a municipal corporation duly organized, validly existing under the laws of the State of New York; the execution and performance of this IMA by the Municipality has been duly authorized by its governing body; this IMA, and any other documents required to be delivered by the Municipality when so delivered, will constitute, the legal, valid and binding obligations of the Municipality enforceable against the Municipality in accordance with their respective terms; and the Municipality's governing body has adopted a resolution authorizing execution of this IMA, and any other documents required to be delivered by the Municipality;
- (b) the person signing this IMA on behalf of the Municipality has full authority to bind the Municipality to all of the terms and conditions of this IMA pursuant to the authority granted by the Municipality's governing body, as noted above;
- (c) it is financially and technically qualified to perform its obligations hereunder;
- (d) it is familiar and will comply with the MOA, as well as, all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this IMA, including without limitation, General Municipal Law Section 103;
- (e) the Municipality is fully able to comply with its obligations hereunder, including without limitation, the obligation to provide defense and indemnity to the County and the consummation of the transactions contemplated by this IMA and the performance of the Municipality's obligations hereunder will not result in any breach of or constitute a default under other instruments or documents to which the Municipality is a party or by which it may be bound or affected.

The Municipality acknowledges the County is acting in reliance on the above statements.

IV. RIGHTS AND RESPONSIBILITIES OF THE MUNICIPALITY:

A. In connection with implementation of the Project, the Municipality hereby acknowledges and agrees that:

(a) it shall expend the EOH Funds allocated to it pursuant to this IMA solely for the purposes of funding eligible costs related to the Project and that it shall further comply with all terms of this IMA and the MOA; and

(b) it shall be responsible for the implementation and timely completion of the Project, including the obtaining of all necessary approvals.

B. The Municipality hereby acknowledges and agrees that, in the event it is unable to expend all of the monies distributed hereunder by the termination hereof, all such unexpended monies, included interest earned thereon, shall be remitted to the County, within thirty (30) days of receipt of a written request from the County, to be returned to the EOH WQIP Fund or the County Trust Account established by Act No. __-__, as appropriate.

C. The Municipality hereby acknowledges and agrees that, should the County make a determination that EOH Funds were expended by the Municipality in an improper manner or for purposes other than as set forth herein, the Municipality shall repay to the County the total amount of such improperly expended funds within thirty (30) days of receipt of the written request of the County. Notwithstanding the foregoing, it is expressly acknowledged and agreed that the County is neither obligated to seek such repayment, nor is required to institute collection proceedings against the Municipality.

D. The Municipality shall maintain copies of all invoices and other such information which details the expenditures made for a period of 7 years after the Project has been completed.

E. The Municipality hereby acknowledges and agrees that for purposes of compliance with this IMA, the Supervisor of the Municipality or his/her duly authorized designee shall serve as liaison to Westchester and shall be available to provide status information on the Project.

F. In addition to, and not in limitation of the insurance requirements contained in Schedule "B" entitled "Standard Insurance Provisions", attached hereto and made a part hereof, the Municipality hereby acknowledges and agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, it shall indemnify and hold harmless the County, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, actions, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of this IMA, including without limitation, the acts or omissions hereunder by the Municipality or third parties under the direction or control of the Municipality; 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 IMA and to bear all other costs and expenses related thereto; and

(c) in the event the Municipality 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 Municipality 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 this Agreement.

G. In full compliance with Section 107(e) of the MOA, the Municipality hereby acknowledges and agrees that it shall keep, maintain, and preserve at its principal office

throughout the term of this Agreement, full and detailed books, accounts, and records pertaining to the performance of this Agreement including, without limitation, all bills, invoices, payrolls and other data evidencing and create and maintain at its principal office throughout the term of this IMA a repository of information regarding the undertaken Project, as may be necessary for a fair public assessment of the Project. The Municipality shall ensure that the County or its designee shall have the right to inspect and audit said repository.

All of the provisions of this Section IV shall survive the expiration or other termination of this IMA.

V. TERM:

This IMA shall commence upon execution (the "Commencement Date") and terminate five (5) years after the Commencement Date, unless terminated sooner in accordance with the provisions hereof.

VI. MISCELLANEOUS:

A. This IMA, including all attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto. This IMA may not be modified, changed or supplemented except by written instrument signed by the parties hereto, subject to receipt of all necessary legal approvals. This IMA shall apply to and bind any successor(s) in interest of the respective parties.

B. If any term or provision of this IMA is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this IMA will in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision will be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision will be interpreted and enforced to give effect to the original written intent of the parties prior to determination of such invalidity or unenforceability.

C. It is acknowledged and agreed that any defined terms contained in the initial “Whereas Clauses” are incorporated by reference into the body of this IMA.

D. No party hereto shall make any assignment of their respective rights and responsibilities hereunder, without the prior written consent of all other parties hereto. Any assignment or attempt to assign, without the prior written consent of the parties hereto shall be void.

E. This IMA shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this IMA shall be brought in the County of Westchester.

F. Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Under this IMA it is recognized and understood that the County encourages the Municipality to act similarly.

The Municipality acknowledges and agrees that Westchester maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractor(s) or others.

G. This IMA shall not be enforceable until executed by all of the parties and approved by the Office of the Westchester County Attorney.

H. In the event of any material noncompliance with the terms hereof, including without limitation, use of the funds disbursed hereunder for ineligible costs, or failure to submit required reports, which remains uncured for thirty (30) days after service on the Municipality of written notice thereof (the “Cure Period”), the County, at its option, may seek any and all

appropriate legal and/or equitable remedies, including, but not limited to, damages, reasonable attorney's fees, disbursements and court costs in such amounts as shall be allowed by the court.

The Commissioner of Planning, in her sole discretion, may agree to stay any such enforcement beyond Cure Period, provided however that the County determines that the Municipality is diligently and continuously acting to cure said noncompliance. Without limiting the foregoing, upon written notice to the Municipality, repeated non-compliance by the Municipality of any particular duty or obligation under this Agreement will be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure. Notice will be effective as set forth herein.

I. It is recognized and understood that the Municipality is not an agent of the County and in accordance with such status, the Municipality, any contractor(s), and all of their respective officers, agents, employees, representatives and servants shall at all times during the term of this IMA neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

J. The Municipality hereby acknowledges that any provision of this IMA which requires consent of the County shall be subject to receipt by the County of any and all necessary legal approvals.

K. Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect.

L. This IMA may be executed simultaneously in several identical copies, each of which shall be an original and all of which shall constitute but one and the same agreement.

M. Except as may be expressly set forth herein, nothing herein is intended or shall be construed to confer upon or give any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this IMA. Notwithstanding the foregoing, it is expressly acknowledged and agreed that the NYCDEP is an express third party beneficiary hereunder.

N. The parties each agrees to execute and deliver such further instruments and to seek such additional authority as may be required to carry out the intent and purpose of this IMA.

O. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this IMA nor the intent of any provision thereof.

VII. NOTICES:

All notices of any nature referred to in this IMA shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, (with acknowledgment received and a copy of the notice sent by registered or certified mail, postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to all of the following:

To the County:

Commissioner
Department of Planning
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

with a copy to:

County Attorney

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

To the Municipality:

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

Any changes or additions to the designations made in this Section VII. shall be made in writing and delivered to the other parties in accordance herewith.

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

COUNTY OF WESTCHESTER

By: _____
Name:
Title:

TOWN OF SOMERS

By: _____
Name:
Title:

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. ____-____.

Approved by the Westchester County Board of Acquisition & Contract at a meeting duly held on the ____ day of _____, _____.

Approved by the Town Board of Somers at a meeting duly held on the _____ day of
_____ 201_.

Approved as to form and
manner of execution:

Senior Assistant County Attorney
County of Westchester

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On the ____ day of _____ 201_ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, Westchester County

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____ of the _____, New York (the "Municipality") a corporation duly organized in good standing under the laws of the State of New York named in the foregoing agreement, that _____, who signed said agreement on behalf of the Municipality was, at the time of execution, _____ of the Municipality, that said agreement was duly signed for on behalf of said Municipality by authority of the _____, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On the ____ day of _____ 201_ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, Westchester County

SCHEDULE "A"

PROJECT DESCRIPTION

The Municipality shall construct a salt receiving, processing and storing structure at the Somers Highway Garage located off of Route 100 in the Municipality, in accordance with the plans and budget attached hereto (the "Project"). Upon completion of the Project, the Municipality shall submit to the County properly executed payment voucher(s) of the County for eligible costs as defined in the MOA (as defined in the body of this agreement) in an amount(s) up to \$175,000. The voucher(s) shall match the plans and budget attached hereto. The Municipality further agrees to provide the County with any and all documentation as may be required by the Planning Commissioner for approval of the voucher(s) in her sole discretion. Upon approval by the Planning Commissioner, the County shall reimburse the Municipality in accordance with the voucher(s) within thirty (30) days after such approval and only for eligible costs as defined in the MOA. Changes to the scope of the Project are subject to approval by the Planning Commissioner and must be in accordance with the Watershed MOA.

SCHEDULE "B"
STANDARD INSURANCE PROVISIONS
(Municipality)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

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

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

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

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

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

property damage the following coverages and name the "County of Westchester" as additional insured:

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

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

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

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

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

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

Sent to:
TB, TA, TC + copy to
Syrette Dym
4/2/19
KD

Rick Morrissey

From: Magraw, Millie <mlmc@westchestergov.com>
Sent: Friday, March 29, 2019 12:38 PM
To: Rick Morrissey
Cc: Colavita, Lynne; Kvinge, David
Subject: salt shed

I wanted to let you know that we are adding the following line to the IMA which is standard.

The municipality shall perform an environmental review pursuant to the New York State Environmental Quality Review Act and its implementing regulations, include the County of Westchester as an Involved Agency, and conduct a coordinated review by circulating a Lead Agency Notice to all Involved Agencies, unless the action is determined to be a Type II action. The municipality shall submit to the County copies of all SEQR documentation for the project.

Thank you.

Millie

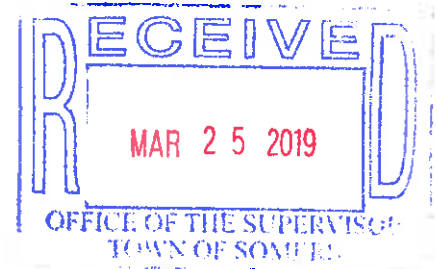
3/25 R/F Sent to: TB,TA,TC 3/26/19 KD

Forward in Excellence



Kenneth Crowley
Assistant Superintendent
for Business

March 20, 2019



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

Dear Supervisor Morrissey:

At its meeting on March 19, 2019, the Board of Education of the Somers Central School District approved granting an easement to the Town of Somers to install and maintain sidewalks and curbing across certain of its property abutting Route 202 and approved the Easement Agreement, dated March 19, 2019.

Two originals of the Easement Agreement have been executed by the Superintendent of Schools, Dr. Raymond Blanch, and are enclosed. Please return a fully executed copy to us for our records.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenneth Crowley", with a large, sweeping flourish extending to the right.

Kenneth Crowley
Assistant Superintendent for Business

KC:mss
Enclosures

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made and entered into this 19 day of March, 2019, by and between SOMERS CENTRAL SCHOOL DISTRICT, a public school district organized pursuant to the laws of the State of New York, with offices at 250 Route 202, Somers, New York 10589 (hereinafter "Grantor"), and TOWN OF SOMERS, a municipal corporation, with offices at 335 Route 202, Somers, New York 10589 (hereinafter "Grantee").

RECITALS

WHEREAS, Grantor owns certain real property known as 250 Route 202, Somers, New York 10589; and

WHEREAS, Grantee has or will receive all approvals necessary for the construction of streetscape improvements along Route 202 including sidewalks and curbing; and

WHEREAS, Grantee seeks an easement to utilize the certain area ("the easement area") on property of Grantor for the purpose of installing sidewalks and curbs which is part of an improvement project to be constructed by others pursuant to an agreement with the Grantee.

In consideration of the mutual promises and obligations contained herein, the Grantor and Grantee hereby covenant and agree as follows:

1. **Grant of Easement.**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants unto Grantee, its successors and assigns, an exclusive, irrevocable easement ("the easement") within Grantor's property as depicted on a certain map entitled "Highway Improvement Plans for Somers Crossing" annexed hereto as EXHIBIT A and as further described in EXHIBIT B for the purpose of establishing, constructing, maintaining and repairing sidewalks and curbing, and the right of ingress and egress in, from and to said easement area for the purpose of inspecting, maintaining and repairing such sidewalks and curbs.

The easement is hereby given and granted for the sole purpose of constructing, maintaining and repairing such sidewalks and curbs.

2. **Maintenance.**

In addition to routine maintenance and repair of such sidewalks and curbing, Grantee shall be solely responsible for all snow and ice control pertaining to same.

3. Restoration.

Upon completion of the initial construction and any repair or maintenance work contemplated hereunder, Grantee agrees to promptly restore the above-described property owned by Grantor to a condition reasonably equal to that existing prior to exercising its rights under this easement. If and when Grantee makes any future repairs to the sidewalks and curbs located on the above-described property, Grantee shall expediently replace and restore any affected portion of the property to a condition reasonably equal or superior to that existing prior to the undertaking of such repairs and maintenance. All work performed by Grantee in connection with this Easement shall be accomplished so as to minimally interfere with Grantor's school operations.

4. Indemnity.

Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor from any and all liability, loss or damage Grantor may suffer as a result of any and all actions, claims, damages, costs and expenses on account of, or in any way arising out of or from this Agreement, including but not limited to indemnify and save and hold harmless Grantor from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by, the construction, operation, maintenance and use of the aforesaid easement. This indemnity shall continue so long as this Easement Agreement is in effect.

5. Binding Effect.

The rights and responsibilities set forth in this Agreement shall inure to and bind the parties hereto, their heirs, representatives, successors, and assigns and also constitute covenants running with the land.

6. Insurance.

At all such times throughout the term of this Agreement, the Grantee shall procure and maintain, at its own cost and expense, general liability insurance against loss arising from personal injury or death or damage to property caused by any accident or occurrence, with limits of not less than \$1 million dollars per accident or occurrence, with limits of not less than \$2 million dollars in the aggregate, together with an excess liability policy of not less than \$5 million dollars.

7. Compliance.

The Grantee shall comply with all applicable federal, state and local laws and regulations with regard to the use and occupancy of the easement area.

8. Notices.

All notices and communications pursuant to this Agreement shall be given by the parties in writing and be deemed served if given by personal delivery or by certified mail addressed to the parties at the address indicated in the Agreement. Notice shall be deemed given when it is personally received or posted.

If to the Grantee:

OFFICE OF THE SUPERVISOR
Town of Somers
335 Route 202
Somers, New York 10589

If to the Grantor:

OFFICE OF THE SUPERINTENDENT
Somers Central School District
250 Route 202
Somers, New York 10589

9. Governing Law/Dispute Resolution.

This Agreement shall be governed by the laws of the State of New York. Any dispute between the parties shall be resolved through adjudication in a court of competent jurisdiction in the State.

10. Severability.

Should any provision or paragraph of this Agreement be determined to be invalid, unconstitutional or otherwise unlawful, such determination shall not affect the validity of the remaining provisions or paragraphs of this Agreement which shall remain in full force and effect.

11. Entire Agreement/Amendments.

This Agreement represents the entire agreement between the parties and any prior understandings between them, whether in writing or oral, are of no force and effect. Any amendments to this Agreement shall be in writing and signed by an authorized representative of the parties.

12. Headings.

The headings in this Agreement are intended for convenience only and shall not be used to vary or interpret the intent of the text.

13. Recording.

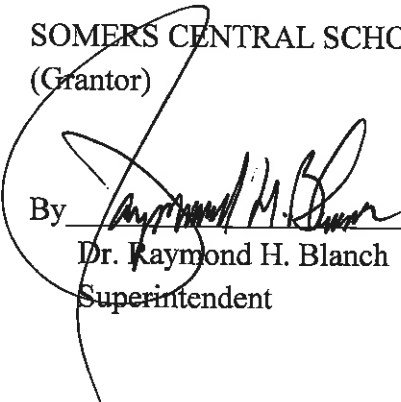
Grantee may, at its expense, record this Easement Agreement in the Office of the Clerk of the County of Westchester, and shall provide Gantor with conformed copies of the recorded instruments, as well as executed originals of all documents.

IN WITNESS WHEREOF, the parties enter into this Easement Agreement this 19 day of March, 2019.

TOWN OF SOMERS
(Grantee)

By _____
Rick Morrissey, Supervisor

SOMERS CENTRAL SCHOOL DISTRICT
(Grantor)

By  _____
Dr. Raymond H. Blanch
Superintendent

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

On the ____ day of March in the year 2019 before me, the undersigned 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 19 day of March in the year 2019 before me, the undersigned personally appeared DR. RAYMOND H. BLANCH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Nancy Bonada
Notary Public

Stacey Corrado
County Clerk of New York
Office of the County Clerk
100 State Street
Westchester County
Yonkers, NY 10590
March 13, 2022

EXHIBIT A

Highway Improvement Plans for Somers Crossing

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

PAUL J. GREALLY
Professional Engineer
No. 123456789
Exp. 12/31/2025

**HIGHWAY IMPROVEMENT
PLAN**

SOMERS CROSSING

U.S. ROUTE 202
TOWN OF SOMERS
WEST HILDER COUNTY
NEW YORK

**CONSTRUCTION
PLAN**

7 of 10

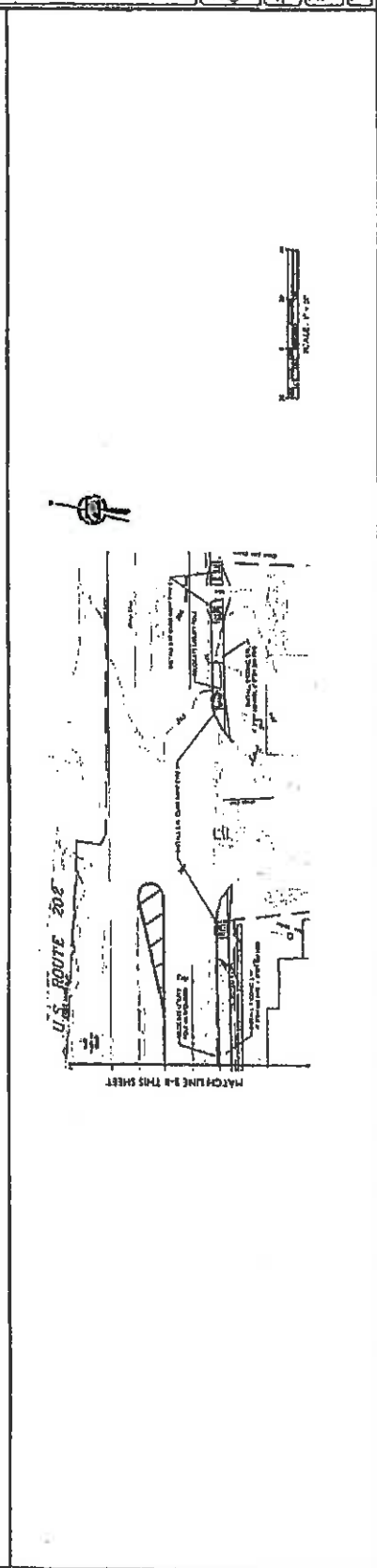
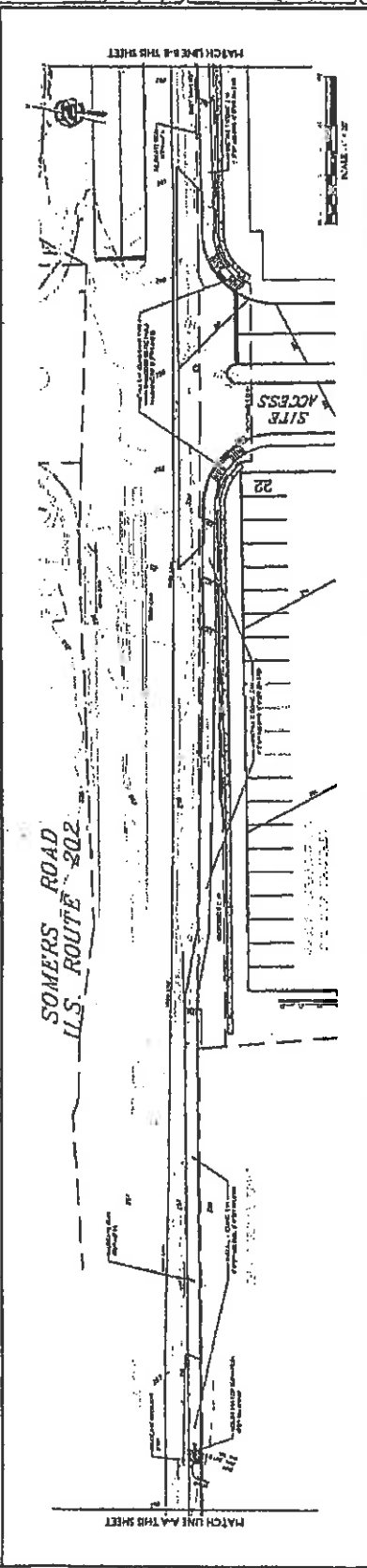
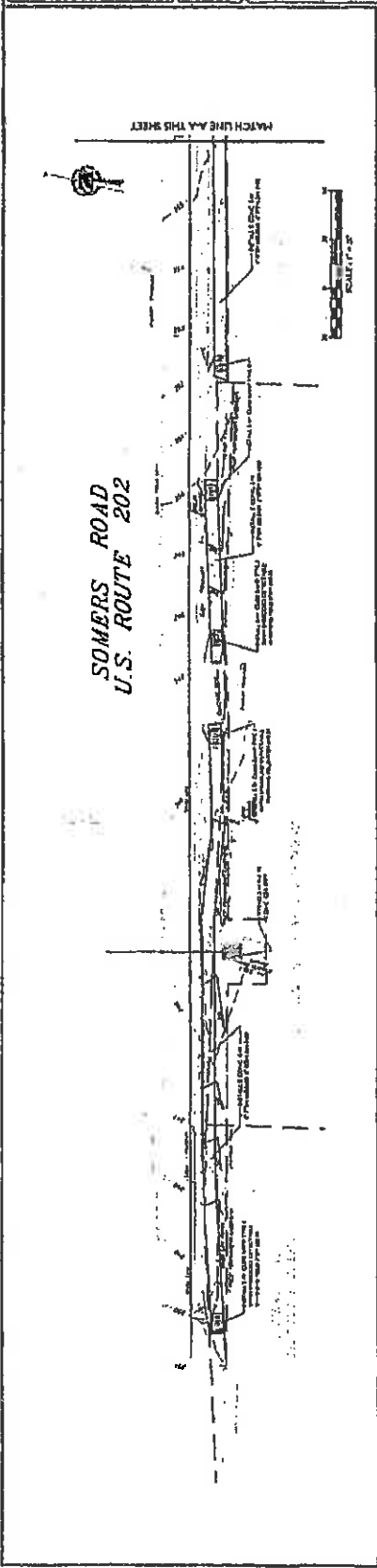


EXHIBIT B

Metes & Bounds Description

Easement Over Lands of
School District No.1 of the Town of Somers

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

Beginning at a point in the southerly line of New York State Route 202 at the intersection of the division line between lands now or formerly of the grantor herein on the west and lands of the Somers Volunteer Fire Department on the east;

thence from said point of beginning along said division line S07°00'08"E a distance of 20.00 feet to a point;

thence through lands of the grantor herein S82°18'31"W a distance of 100.19 feet and N07°47'40"W a distance of 16.35 feet to a point in said southerly line of New York State Route 202;

thence along same N78°53'31"E a distance of 61.68 feet and N82°20'54"E a distance of 38.89 feet to the point and place of beginning.

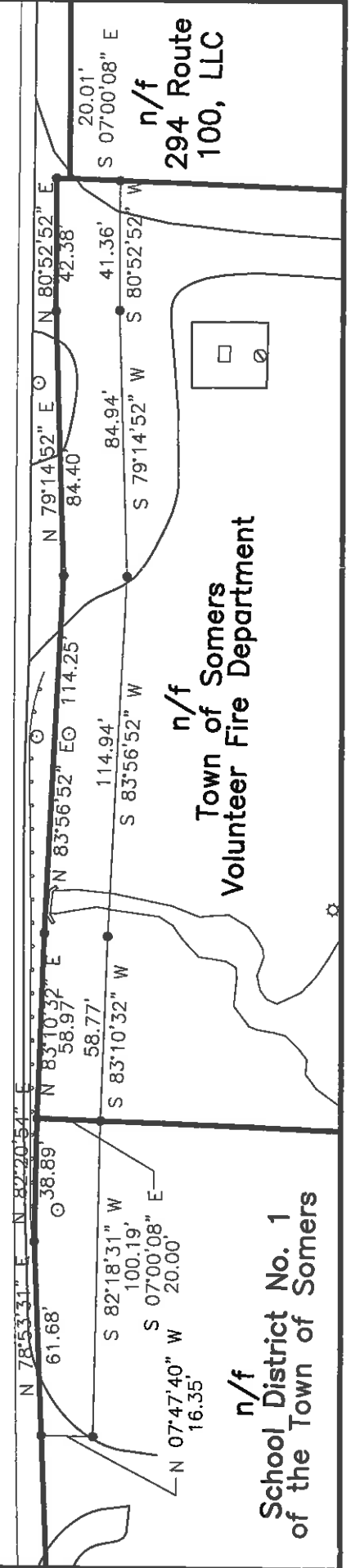
Easement Exhibit

Easement over lands of School District No.1
of the Town of Somers and Lands of the
Somers Volunteer Fire Department



Not to Scale

New York State Route 202



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made and entered into this 19 day of March, 2019, by and between SOMERS CENTRAL SCHOOL DISTRICT, a public school district organized pursuant to the laws of the State of New York, with offices at 250 Route 202, Somers, New York 10589 (hereinafter "Grantor"), and TOWN OF SOMERS, a municipal corporation, with offices at 335 Route 202, Somers, New York 10589 (hereinafter "Grantee").

RECITALS

WHEREAS, Grantor owns certain real property known as 250 Route 202, Somers, New York 10589; and

WHEREAS, Grantee has or will receive all approvals necessary for the construction of streetscape improvements along Route 202 including sidewalks and curbing; and

WHEREAS, Grantee seeks an easement to utilize the certain area ("the easement area") on property of Grantor for the purpose of installing sidewalks and curbs which is part of an improvement project to be constructed by others pursuant to an agreement with the Grantee.

In consideration of the mutual promises and obligations contained herein, the Grantor and Grantee hereby covenant and agree as follows:

1. Grant of Easement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants unto Grantee, its successors and assigns, an exclusive, irrevocable easement ("the easement") within Grantor's property as depicted on a certain map entitled "Highway Improvement Plans for Somers Crossing" annexed hereto as EXHIBIT A and as further described in EXHIBIT B for the purpose of establishing, constructing, maintaining and repairing sidewalks and curbing, and the right of ingress and egress in, from and to said easement area for the purpose of inspecting, maintaining and repairing such sidewalks and curbs.

The easement is hereby given and granted for the sole purpose of constructing, maintaining and repairing such sidewalks and curbs.

2. Maintenance.

In addition to routine maintenance and repair of such sidewalks and curbing, Grantee shall be solely responsible for all snow and ice control pertaining to same.

3. Restoration.

Upon completion of the initial construction and any repair or maintenance work contemplated hereunder, Grantee agrees to promptly restore the above-described property owned by Grantor to a condition reasonably equal to that existing prior to exercising its rights under this easement. If and when Grantee makes any future repairs to the sidewalks and curbs located on the above-described property, Grantee shall expediently replace and restore any affected portion of the property to a condition reasonably equal or superior to that existing prior to the undertaking of such repairs and maintenance. All work performed by Grantee in connection with this Easement shall be accomplished so as to minimally interfere with Grantor's school operations.

4. Indemnity.

Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor from any and all liability, loss or damage Grantor may suffer as a result of any and all actions, claims, damages, costs and expenses on account of, or in any way arising out of or from this Agreement, including but not limited to indemnify and save and hold harmless Grantor from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by, the construction, operation, maintenance and use of the aforesaid easement. This indemnity shall continue so long as this Easement Agreement is in effect.

5. Binding Effect.

The rights and responsibilities set forth in this Agreement shall inure to and bind the parties hereto, their heirs, representatives, successors, and assigns and also constitute covenants running with the land.

6. Insurance.

At all such times throughout the term of this Agreement, the Grantee shall procure and maintain, at its own cost and expense, general liability insurance against loss arising from personal injury or death or damage to property caused by any accident or occurrence, with limits of not less than \$1 million dollars per accident or occurrence, with limits of not less than \$2 million dollars in the aggregate, together with an excess liability policy of not less than \$5 million dollars.

7. Compliance.

The Grantee shall comply with all applicable federal, state and local laws and regulations with regard to the use and occupancy of the easement area.

8. Notices.

All notices and communications pursuant to this Agreement shall be given by the parties in writing and be deemed served if given by personal delivery or by certified mail addressed to the parties at the address indicated in the Agreement. Notice shall be deemed given when it is personally received or posted.

If to the Grantee:

OFFICE OF THE SUPERVISOR
Town of Somers
335 Route 202
Somers, New York 10589

If to the Grantor:

OFFICE OF THE SUPERINTENDENT
Somers Central School District
250 Route 202
Somers, New York 10589

9. Governing Law/Dispute Resolution.

This Agreement shall be governed by the laws of the State of New York. Any dispute between the parties shall be resolved through adjudication in a court of competent jurisdiction in the State.

10. Severability.

Should any provision or paragraph of this Agreement be determined to be invalid, unconstitutional or otherwise unlawful, such determination shall not affect the validity of the remaining provisions or paragraphs of this Agreement which shall remain in full force and effect.

11. Entire Agreement/Amendments.

This Agreement represents the entire agreement between the parties and any prior understandings between them, whether in writing or oral, are of no force and effect. Any amendments to this Agreement shall be in writing and signed by an authorized representative of the parties.

12. Headings.

The headings in this Agreement are intended for convenience only and shall not be used to vary or interpret the intent of the text.

13. Recording.

Grantee may, at its expense, record this Easement Agreement in the Office of the Clerk of the County of Westchester, and shall provide Gantor with conformed copies of the recorded instruments, as well as executed originals of all documents.

IN WITNESS WHEREOF, the parties enter into this Easement Agreement this 19 day of March, 2019.

TOWN OF SOMERS
(Grantee)

By _____
Rick Morrissey, Supervisor

SOMERS CENTRAL SCHOOL DISTRICT
(Grantor)

By _____
Dr. Raymond H. Blanch
Superintendent

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

On the ____ day of March in the year 2019 before me, the undersigned 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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


On the 19 day of March in the year 2019 before me, the undersigned personally appeared DR. RAYMOND H. BLANCH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Nancy Corrado
Notary Public, State of New York
Registration #01CO6038374
Qualified in Westchester County
My Commission Expires March 13, 2022

Nancy Conada
Notary Public

EXHIBIT A

Highway Improvement Plans for Somers Crossing



MASER
INCORPORATED
1000 PARK AVENUE
NEW YORK, N.Y. 10028
TELEPHONE: (212) 681-1000
FAX: (212) 681-1001

PROJECT DATA

PROJECT NO. 100-100-100
SHEET NO. 100-100-100
DATE: 10/10/10

DESIGNER

PHILIP J. GREALLY
1000 PARK AVENUE
NEW YORK, N.Y. 10028
TELEPHONE: (212) 681-1000
FAX: (212) 681-1001

CLIENT

U.S. ARMY CORPS OF ENGINEERS
WASHINGTON, D.C. 20315

CONTRACT

U.S. ARMY CORPS OF ENGINEERS
WASHINGTON, D.C. 20315

CONTRACT NO.

U.S. ARMY CORPS OF ENGINEERS
WASHINGTON, D.C. 20315

CONTRACT DATE

U.S. ARMY CORPS OF ENGINEERS
WASHINGTON, D.C. 20315

CONTRACT DESCRIPTION

U.S. ARMY CORPS OF ENGINEERS
WASHINGTON, D.C. 20315

CONTRACT LOCATION

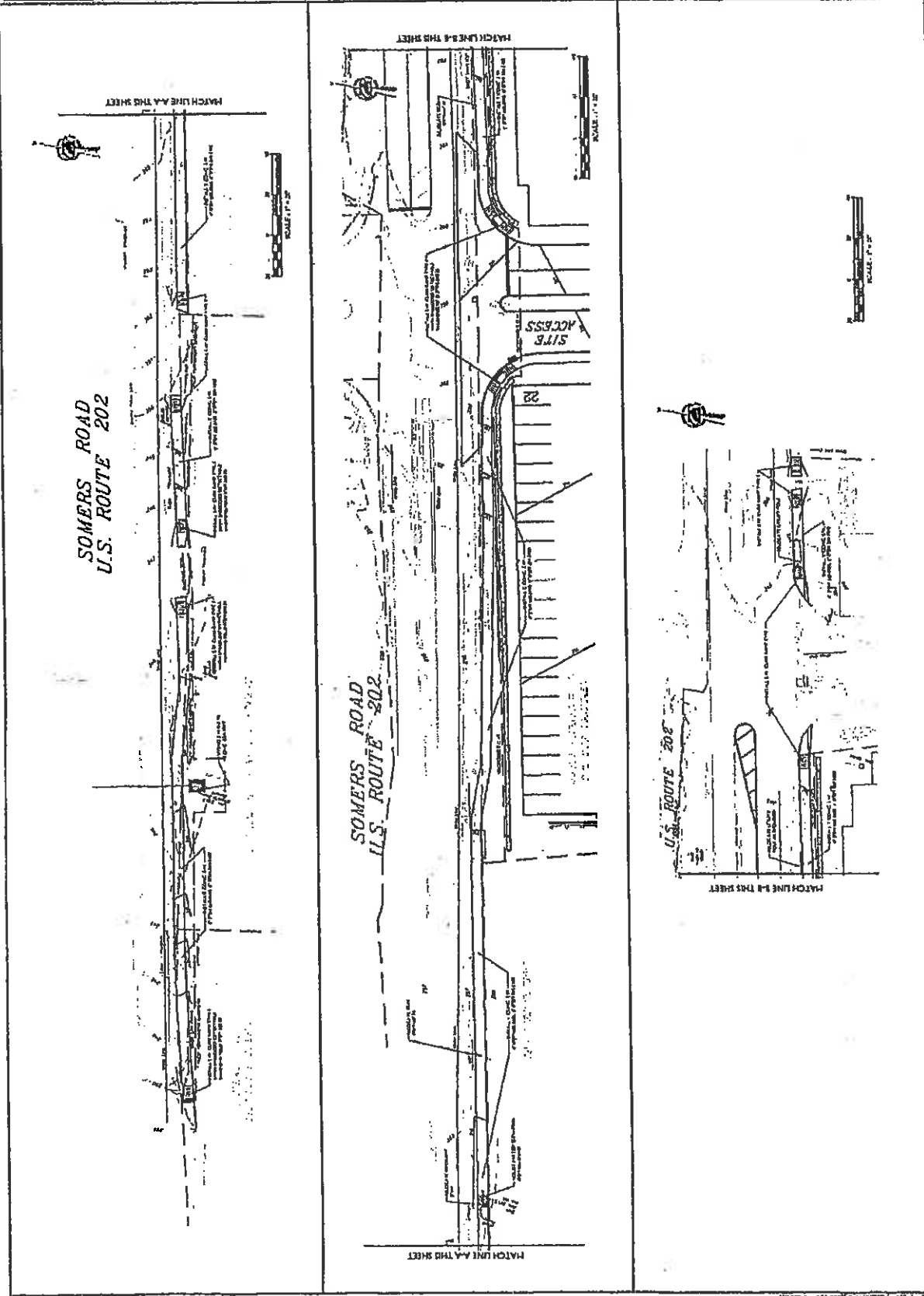
U.S. ARMY CORPS OF ENGINEERS
WASHINGTON, D.C. 20315

CONTRACT SCALE

U.S. ARMY CORPS OF ENGINEERS
WASHINGTON, D.C. 20315

CONTRACT SHEET

U.S. ARMY CORPS OF ENGINEERS
WASHINGTON, D.C. 20315



CONTRACT NO.

U.S. ARMY CORPS OF ENGINEERS
WASHINGTON, D.C. 20315

CONTRACT DATE

U.S. ARMY CORPS OF ENGINEERS
WASHINGTON, D.C. 20315

CONTRACT DESCRIPTION

U.S. ARMY CORPS OF ENGINEERS
WASHINGTON, D.C. 20315

CONTRACT LOCATION

U.S. ARMY CORPS OF ENGINEERS
WASHINGTON, D.C. 20315

CONTRACT SCALE

U.S. ARMY CORPS OF ENGINEERS
WASHINGTON, D.C. 20315

CONTRACT SHEET

U.S. ARMY CORPS OF ENGINEERS
WASHINGTON, D.C. 20315

EXHIBIT B

Metes & Bounds Description

Easement Over Lands of
School District No.1 of the Town of Somers

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

Beginning at a point in the southerly line of New York State Route 202 at the intersection of the division line between lands now or formerly of the grantor herein on the west and lands of the Somers Volunteer Fire Department on the east;

thence from said point of beginning along said division line S07°00'08"E a distance of 20.00 feet to a point;

thence through lands of the grantor herein S82°18'31"W a distance of 100.19 feet and N07°47'40"W a distance of 16.35 feet to a point in said southerly line of New York State Route 202;

thence along same N78°53'31"E a distance of 61.68 feet and N82°20'54"E a distance of 38.89 feet to the point and place of beginning.

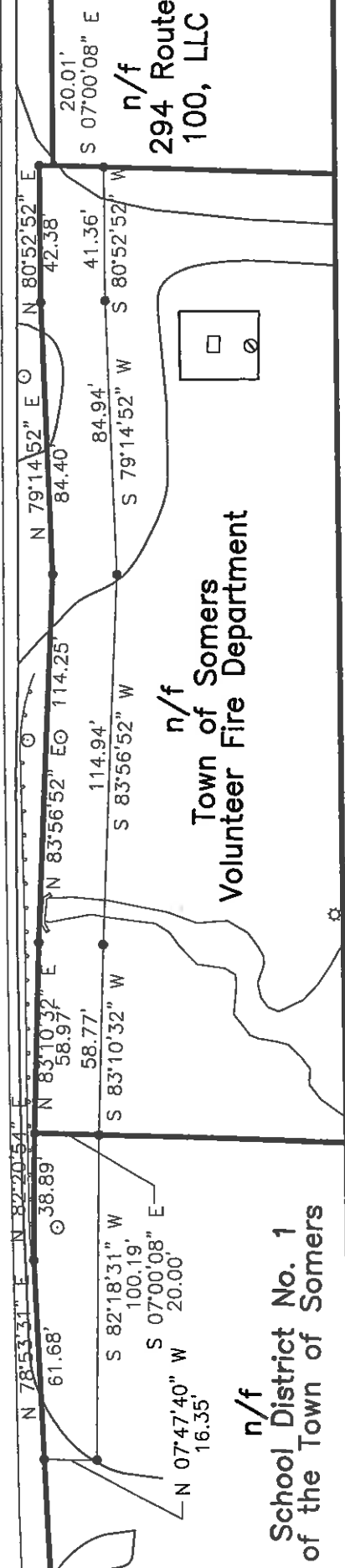
Easement Exhibit

*Easement over lands of School District No. 1
of the Town of Somers and Lands of the
Somers Volunteer Fire Department*



Not to Scale

New York State Route 202





**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 type="checkbox"/> check if more than one grantor)		Social security number
<input type="checkbox"/> Individual		SOMERS CENTRAL SCHOOL DISTRICT		Pending/Not Applicable
<input type="checkbox"/> Corporation		Mailing address		Social security number
<input type="checkbox"/> Partnership		250 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 grantor is a single member LLC (see instructions)		Federal EIN X
				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		SOMERS TOWN OF		
<input checked="" 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 type="checkbox"/> Other		Single member's name if grantee is a single member LLC (see instructions)		Federal EIN 13-6007329
				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
17.14-2-4.1	555200	250 ROUTE 202	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>3</td><td>7</td><td>2019</td></tr><tr><td>month</td><td>day</td><td>year</td></tr></table>	3	7	2019	month	day	year	Percentage of real property conveyed which is residential real property _____ 0 % (see instructions)
3	7		2019						
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 type="checkbox"/> Vacant land	8 <input checked="" type="checkbox"/> Other Easement								

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 checked="" 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 type="checkbox"/> Other (describe) _____

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

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 Dr. Raymond H. Blanch	Superintendent Title Rick Morrissey	Grantee signature Title	Town Supervisor 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.

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

Sent to
TB, JA, TC
3/22/19
KB

Telephone
(914) 277-3539

FAX
(914) 277-3790

Thomas J. Tooma, Jr.
Building Inspector

BUILDING DEPARTMENT
Town of Somers
WESTCHESTER COUNTY, N.Y.

TOWN HOUSE
ANNEX
337 ROUTE 202
SOMERS, NY 10589



MEMO TO: Rick Morrissey, Town Supervisor

FROM: Thomas J. Tooma, Jr., Building Inspector

RE: Waiving Permit Fees for Somers Fire District

DATE: March 22, 2019

Permission is being requested to waive the Plumbing Permit fee of \$200.00 for the removal of a 5,000 buried exterior fuel oil storage tank and the install of two new 330-gallon interior tanks.

In the past no permits were ever issued for anything for the Somers Fire District as far as I'm aware. I would like to do a permit for the purpose of review and inspection for code compliance moving forward. Would the Town Board consider waiving the permit fees?

In addition, a \$300.00 fee has already been paid to the Health Department and a P.B.S. Work Permit has been secured. It was issued by the D.O.H. on January 25, 2019 with an expiration date of April 25, 2019.

Sent to:
TB, TA, TC
3/15/19

Rick Morrissey

From:
Sent: Wednesday, March 6, 2019 9:52 AM
To: Rick Morrissey
Subject: Reappointment

Hi Rick,
Sorry it took so long to get back to you, we were in Hawaii for two weeks.

I would like to serve on the Parks Board for another term. I'm finally feeling that I have a handle on it.

That's for your show of support.

Yours truly,

Michele Werney

Sent To:
TB, TA, TC
3/15/19
KD



TO: Tom Chiaverini, Supervisor Highway Department
FROM: Arnold Guyot, Mechanic
DATE: March 13, 2019
SUB: Retirement

Please be advised that after 27 yrs, my last day of employment with the Town of Somers
Will be Friday, November 15, 2019.

Sincerely,

A handwritten signature in black ink, appearing to be "Arnie Guyot", written over a horizontal line.

CC: Rick Morrissey, Town of Somers Supervisor
Bob Kehoe, Somers Finance Manager
Nick DeVito, Assistant Highway Supervisor
Paul Westoff and Carl Furu, Union Stewards
Al, Local 456 Union Delegate

Sent to
TB, TA, TC
3/26/19
KD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-8866
Fax
(914) 277-8893

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

Date: March 26, 2019
To: Director of Finance T10(914)
From: Wendy Getting *WJG*
Senior Office Assistant
RE: **Erosion Control Bond**
Artis Senior Living of Somers, LLC Site Plan
TM: 4.13-2-22

Attached is a check in the amount of \$35,000.00 posted by Artis Senior Living, LLC,
1651 Old Meadow Road STE 100, McLean, VA 22102 in payment of an Erosion Control
Bond.

Att.
cc: Town Board
Town Clerk

Sent to:
TB, TA, TC
3/28/19
KD

PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
385 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: March 28, 2019
To: Director of Finance T10(914)
From: Wendy Getting *WJG*
Senior Office Assistant
RE: Erosion Control Bond
Manteau/Bedford Poolscapes, Inc. Wetland and Stormwater Management
and Erosion and Sediment Control Permit
TM: 48.13-1-27

Attached is a check in the amount of \$300.00 posted by Bedford Poolscapes Inc., P.O. Box 793, Bedford, NY 10506 in payment of an Erosion Control Bond for Manteau.

Att.
cc: Town Board
Town Clerk

Sent to:
TB, TA, TC
3/28/19
KD

PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Sylvia Dym, AICP
Town Planner
sdym@somersny.com

Date: March 28, 2019
To: Town Board
From: Steven Woelfle *SW*
Principal Engineering Technician
RE: **Marcus/Landgarden Landscape Architects**
Stormwater Management and Erosion and Sediment Control Permit
#ASMESC2012-10
TM: 37.10-1-23.1
Erosion Control Bond – Transfer to General Fund

This office has been in the process of notifying applicants to request the return of their outstanding erosion control bonds that the Town has in the Trust and Agency Account. The Town attempted to contact Landgarden Landscape Architects multiple times however, the applicant's phone extension is invalid and messages that have been left have not been returned.

Therefore, this office believes that we have exhausted our attempts to locate the individual and suggests that the bond in the amount of \$500.00 be transferred to the General Fund.

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

SW/wg

Enc.

cc: Town Clerk
Town Attorney
Director of Finance

Z:\PE\Financial\ECB\ECB to General Fund3.28.19.doc

Sent to:
TB/TA/TC
3/7/19
KD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5868
Fax
(914) 277-4095

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrene Dym, AICP
Town Planner
sdym@somersny.com

Date: March 7, 2019
To: Town Board
From: Steven Woelfle *SW*
Principal Engineering Technician
Re: Hallic Place Development, LLC for Wright's Court Site Plan
Resolution No. 2009-17
TM: 17.11-1-18
Release of Erosion Control Bond
Surety Bond No. S290433

This office conducted a site inspection of the subject property and found the site stable. Therefore, this Office has no objection to the return of the Erosion Control Bond in the amount of \$10,614 posted for Wright's Court Site "A" in the form of a Surety Bond Number S290433 issued by World Insurance Associates LLC.

SW/wg

cc: Town Clerk
Director of Finance
Enrico DiNardo



WORLD INSURANCE ASSOCIATES LLC

WE BRING THE WORLD TO YOU

Surety Department Facsimile 845-279-7768

February 25, 2019

Southeast Realty Group, Inc.
Attention of Mr. Enrico DiNardo
343 Route 202
Somers, NY 10589

Re: Surety Bond Renewal

Bond Type: Site Improvement: Wright's Court Site A (from Hattic / Nordic)
Bond No: S290433
Billing Term: 02/03/19 to 02/03/20
Bond Limit: \$10,614.00

Dear Mr. Enrico DiNardo:

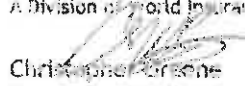
Enclosed you will find the renewal invoice for the above bond for the renewal term. Since your bond is continuous in nature, no actual renewal is issued; however, it is billed annually at the anniversary date.

In order to terminate this bond you must provide us with a signed release from the Obligor. Otherwise, payment is due in accordance with our normal credit terms of 30-days.

Thank you for choosing Bruen Deldin DiDio Associates, Inc. a Division of World Insurance Associates LLC for your surety and insurance needs. If you have any questions regarding the above please do not hesitate to call me.

Thank you.

Sincerely,
Bruen Deldin DiDio Associates, Inc.
A Division of World Insurance Associates LLC


Christopher Greene
Senior Surety Account Representative

Enclosure

750 Old Main Street, Suite 202, Rocky Hill, CT 06067
(866) 372-4166 • Fax (866) 372-4160 • www.worldins.net

Sent to:
TB, TA, TC
3/11/19
KD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
©14 277-5360
Fax
©14 277-4933

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
225 ROUTE 202
SOMERS, NY 10589
WWW.SOMERSNY.COM

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Suzette Dyal, AICP
Town Planner
sdyal@somersny.com

Date: March 7, 2019
To: Town Board
From: Steven Woelfle SW
Principal Engineering Technician
RE: Donald Capoccia and Tommie Pegues
Wetland and Stormwater Management and Erosion and Sediment
Control Permit #AWSMESC2017-39
TM: 48.13-1-25
Release of Erosion Control Bond
Check Received August 7, 2017

This office has no objection to the return of the Erosion Control Bond in the amount of \$500.

Please return to:

82 Moseman Ave, LLC
c/o Donald Capoccia

SW/wg
cc: Town Clerk
Director of Finance
Donald Capoccia

3/11/19
Sent to:
TB, TA, TC
KD

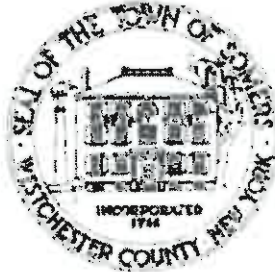
PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5266
Fax
(914) 277-4098

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
285 ROUTE 262
SOMERS, NY 10589
WWW.SOMERSNY.COM

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

Date: March 7, 2019
To: Town Board
From: Steven Woelfle SL
Principal Engineering Technician
RE: Donald Capoccia, Member/82 Moseman LLC
Stormwater Management and Erosion and Sediment Control Permit
#ASMESC2012-06
TM: 48.13-1-25
Release of Erosion Control Bond
Check Received March 19, 2012

This office has no objection to the return of the Erosion Control Bond in the amount of \$200.

Please return to:

82 Moseman Ave. LLC
c/o Donald Capoccia

NY

SW/wg

cc: Town Clerk
Director of Finance
Donald Capoccia

Sent to:
TB, TA, TC
3/13/19
KD

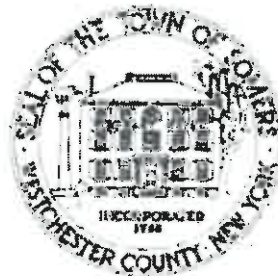
PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5965
Fax
(914) 277-4093

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
235 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: March 12, 2019
To: Town Board
From: Steven Woelfle *SW*
Engineering
RE: H.E. Somers, Ltd. #AW2005-4
TM: 48.14-1-3
Release of Erosion Control Bond
Check Received January 21, 2005

This office has no objection to the return of the Erosion Control Bond in the amount of \$200.

Please return to:

Louis Ekaireb

1

SW/wg
cc: Town Clerk
Director of Finance
Louis Ekaireb

Sent to:
TB, TA, TC
3/26/19
KD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-3366
Fax
(914) 277-4093

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
235 ROUTE 202
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www.somersny.com

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

Date: March 26, 2019
To: Town Board
From: Steven Woelfle *SW*
Engineering
RE: Weisenburger Stormwater Management and Erosion and Sediment
Control and Tree Preservation Permit #ASMESCT2015-35
TM: 16.10-1-44 & 45
Release of Erosion Control Bond
Check Received July 17, 2015

This office has no objection to the return of the Erosion Control Bond in the amount of \$500.

Please return to:

Christina Weisenburger

Garden

SW/wg

cc: Town Clerk
Director of Finance
Paul Weisenburger

Sent to:
TB, TA, TC
3/15/19
KD

INTEROFFICE MEMORANDUM

TO: TOWN SUPERVISOR AND MEMBERS OF THE TOWN BOARD
FROM: PROGRAM DIRECTOR, BARBARA TABERER
SUBJECT: 2019 IIB TRANSPORTATION FUNDING
DATE: MARCH 4, 2019
CC: TOWN CLERK AND FINANCE DIRECTOR

Program Director, Barbara Taberer respectfully requests the Town Supervisor execute the IIB Transportation Services Contract, PY 2019

See attached letter of intent.

George Latimer
County Executive

Department of Senior Programs and Services

Miss Carpenter
Commissioner

February 22, 2019

Ms. Barbara Taberer
Director Somers Nutrition Program
Town of Somers
Wayne Van Tassel Memorial Park
P.O. Box 236
Lincolndale, NY 10540

RE: Title III-B Transportation Services Contract, PY 2019

Dear Ms. Taberer:

Attached is an electronic blank copy of the Title III-B Transportation Services contract. The contract is comprised of an Agreement and Schedules "A", "B", "C", and "D" to cover the program period commencing on January 1, 2019 and continuing through December 31, 2019. Funding for the program will be in an amount not to exceed \$3,483 for actual services provided and data entered in the NYSOFA Client Statewide Data System (PeerPlace) with the Town of Somers required to contribute \$2,420 in matching funds to the Program. The Department may reduce the amount payable to its contractors if the New York State Office for the Aging reduces the Department's Federal and/or State funding, in which case you will be notified. It should be noted that the Board Act giving the County authority to enter into agreement with your municipality is pending the approval of the Westchester County Board of Legislators. This means that although your municipality can sign off on the agreement that Commissioner Carpenter cannot do so until the required approval has been granted.

You MUST use the original contract documents that we have provided. NO ALTERATIONS may be made to the contract without the prior consent of the Dept. With the exception of the applicable Excel Pages, **DO NOT fill out the contract electronically as we want to maintain the integrity of the document.** Noncompliance with these requests will result in the contract returned to your agency. We recommend that you keep a blank copy of the contract in the event that you need to reprint a page.

Printout a hard copy of the contract and fill it out making sure that where signatures are required on all documents that they are original. Return the ENTIRE originally signed contract to me at the address in the footer below. Contracts with COPIED signatures are unacceptable. We also suggest that you keep a completed copy of the contract for your records.

Please refer to the "Standard Insurance Provisions" on pages 5 and 6 of Schedule "A" for detailed information regarding ALL required insurances. Contracts will be on hold pending receipt of any missing insurance form. Remember to list Westchester County as an Additional Insured on the Certificate of Liability Insurance.

Transportation Program Contractors are required to mail in the completed PeerPlace MONTHLY REPORT signed by the staff member responsible for the report. The reports should be received by the County no later than the tenth (10th) day of the following month. The County reserves the right to withhold payment to Contractor for its failure to submit the monthly report by the deadline until the monthly report is received by the County.

Please direct program-related questions to your program liaison Meleita Jones at 914-813-6420. You may also contact me at 914-813-6058 or via e-mail at ssj3@westchestergov.com for questions pertaining to the processing of the contract.

Sincerely,



Sharon Johnson
Program Administrator

Encl.

INTEROFFICE MEMORANDUM

TO: TOWN SUPERVISOR AND MEMBERS OF THE BOARD
FROM: PROGRAM DIRECTOR, BARBARA TABERER
SUBJECT: 2019 IIIC -1, IIIC-2 AND NSIP FUNDING
DATE: MARCH 28, 2019
CC: TOWN CLERK AND FINANCE DIRECTOR

Program Director, Barbara Taberer respectfully requests the Town Supervisor execute the IIIC-1, IIIC-2 and NSIP contract for PY 2019 (on site nutrition)

See attached letter of intent

George Latimer
County Executive

Department of Senior Programs and Services

Mae Carpenter
Commissioner

March 26, 2019

Ms. Barbara Taberer
Director, Somers Senior Services
Town of Somers
P.O. Box 236
Lincolndale, NY 10540

RE: Title III-C/NSIP: Nutrition Services Contract, PY 2019

Dear Ms. Taberer:

Attached to the e-mail that was sent with this letter is an electronic blank copy of the III-C1, III-C2 and Nutrition Services Incentive Program (NSIP) contract for Nutrition Services to be provided by the Town of Cortlandt. The contract is comprised of an Agreement and Schedules "A", "B", "C", "D", "E", "F", "G", "J", "K", "L" and "M" and covers the program period January 1, 2019 through December 31, 2019 for the III-C Programs and October 1, 2018 through September 30, 2019 for NSIP. Funding for the program will be in the amounts indicated below for actual services provided and data-entered in the New York State Office for the Aging's (NYSOFA'S) electronic reporting system: PeerPlace. The Department may reduce the amount payable to its contractors if the New York State Office for the Aging reduces the Department's Federal and/or State funding, in which case you will be notified.

PROGRAM	FEDERAL FUNDS	CONTRACTOR MATCH
III-C-1	\$15,747	\$5,249
Estimated III-C1 NSIP	\$5,180	N/A
III-C-2	\$13,449	\$4,483
Estimated III-C2 NSIP	\$5,688	N/A

Please be aware that the NSIP funding listed on the allocation are high estimates to cover your program for the projected annual NSIP allocation. Please also be aware that the Board Act authorizing the County to enter into agreement with municipalities has not been approved by the County's Board of Legislators. This means that although your municipality can sign off on the agreement that Commissioner Carpenter cannot sign it until the appropriate approval has been granted.

You MUST use the original contract documents that we have provided. NO ALTERATIONS may be made to the contract without the prior consent of the Dept. We also recommend that you keep an electronic copy of the contract on hand in the event that you need to reprint a page.

With the exception of the applicable Excel Pages, **DO NOT** fill out the contract electronically as we want to maintain the integrity of the document. Noncompliance with these requests will result in the contract returned to your agency.

Please **print a hard copy of the contract** and fill it out making sure that where signatures are required on all documents that they are original. Return the **ENTIRE** originally signed contract to me at the address in the footer on the first page. Contracts with **COPIED** signatures are unacceptable.

Please refer to the "Standard Insurance Provisions" on pages 1 and 2 of Schedule "A" for detailed information regarding ALL required insurances. Contracts will be on hold pending receipt of any missing insurance form. Remember to list the County of Westchester as an Additional Insured on the Certificate of Liability Insurance.

All Nutrition Program Contractors are required to mail in the completed PeerPlace Monthly Nutrition Report signed by the staff member responsible for the report. The reports should be received by the County no later than the tenth (10th) day of the following month. The County reserves the right to withhold payment to Contractor for its failure to submit the monthly report by the deadline, until the monthly report is received by the County.

Please direct program-related questions to your program liaison Patricia Szeliga at 914-813-6432 or via e-mail at pls3@westchestergov.com. You may also contact me at 914-813-8058 or via e-mail at ssj3@westchestergov.com for questions pertaining to the processing of the contract.

Sincerely,



Sharon Johnson
Program Administrator

Encl.

Sent to:
TB, TA, TC
3/28/19
KD

H T W

HOCHERMAN TORTORELLA WEKSTEIN, LLP
CLIENT-CENTERED SOLUTION-ORIENTED

One North Broadway, Suite 701
White Plains, New York 10601-2319
P: (914) 421-1800 F: (914) 421-1856
www.htwlegal.com

Geraldine N. Tortorella
Adam L. Wekstein

Noelle C. Wolfson
Henry M. Hocherman, Retired

March 28, 2019

*Via Electronic Mail (supervisor@somersny.com)
and Federal Express - A.M. Delivery*

Hon. Rick Morrissey, Supervisor
and Members of the Town Board
Town of Somers
Somers Town Hall
335 Route 202
Somers, New York 10589

*Re: Request of Mancini Building Corp. for Town Board Acceptance of Conservation Easement
Merritt Park Subdivision, Lovell Street/Adson Way, Town of Somers
Tax Identification No.: Section 5.20, Block 1, Lot 1*

Dear Supervisor Morrissey and Members of the Town Board:

This firm represents Mancini Building Corp. ("Mancini") in connection with the above-referenced subdivision on Lovell Street and Adson Way in the Town, for which the Planning Board has granted Final Subdivision Approval. Six copies copy of the Final Subdivision Plan are enclosed for your information. One of the conditions of the Approval requires Mancini to convey a Conservation Easement to the Town along portions of Lots 8, 9, 12 and 13 fronting on Lovell Street, in an area with mature trees and vegetation and steep slopes. The Conservation Easement will protect those resources, provide an undisturbed, natural buffer to residential properties to the west and continue a scenic corridor along the Subdivision's frontage on Lovell Street. Enclosed are six copies of a proposed Conservation Easement (with Schedules) from Mancini to the Town, which Easement has been reviewed and approved as to substance and form by Town Attorney Roland Baroni, Esq. We request that the Town Board accept the Conservation Easement so it can be recorded in the Office of the Westchester County Clerk.

Under General Municipal Law Section 247, your Board must conduct a public hearing before the Board can accept the Conservation Easement. In accordance with my discussions with Mr. Baroni, I am writing to request that this matter be scheduled for your Board's April 4, 2019 meeting for the purpose of scheduling such public hearing for the next available regular meeting of the Board.

If you have any questions or require assistance with publishing notice of the hearing, please contact me. Thank you for your courtesy.

Respectfully yours,

Hocherman Tortorella & Wekstein, LLP

By:


Geraldine N. Tortorella

H T W

HOCHERMAN TORTORELLA
WEKSTEIN, LLP

Hon. Rick Morrissey, Supervisor
and Members of the Town Board
March 28, 2019
Page 2

GNT:hc

Enclosures

cc: *(via electronic mail, with enclosures)*

Hon. Patricia Kalba, Town Clerk

Roland Baroni, Esq.

Ms. Kim DeLucia, Confidential Executive Assistant

Syrette Dym, Director of Planning

Mr. Steve Woelfle

Mr. Richard Mancini

Mr. John Mancini

Joseph Riina, P.E.

C:\Users\Geraldine\Documents\Work\Mancini\Town Board Morrissey Conservation Easement 3-28-19.docx

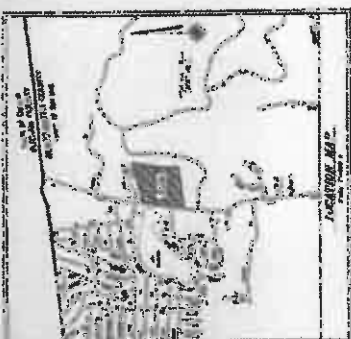
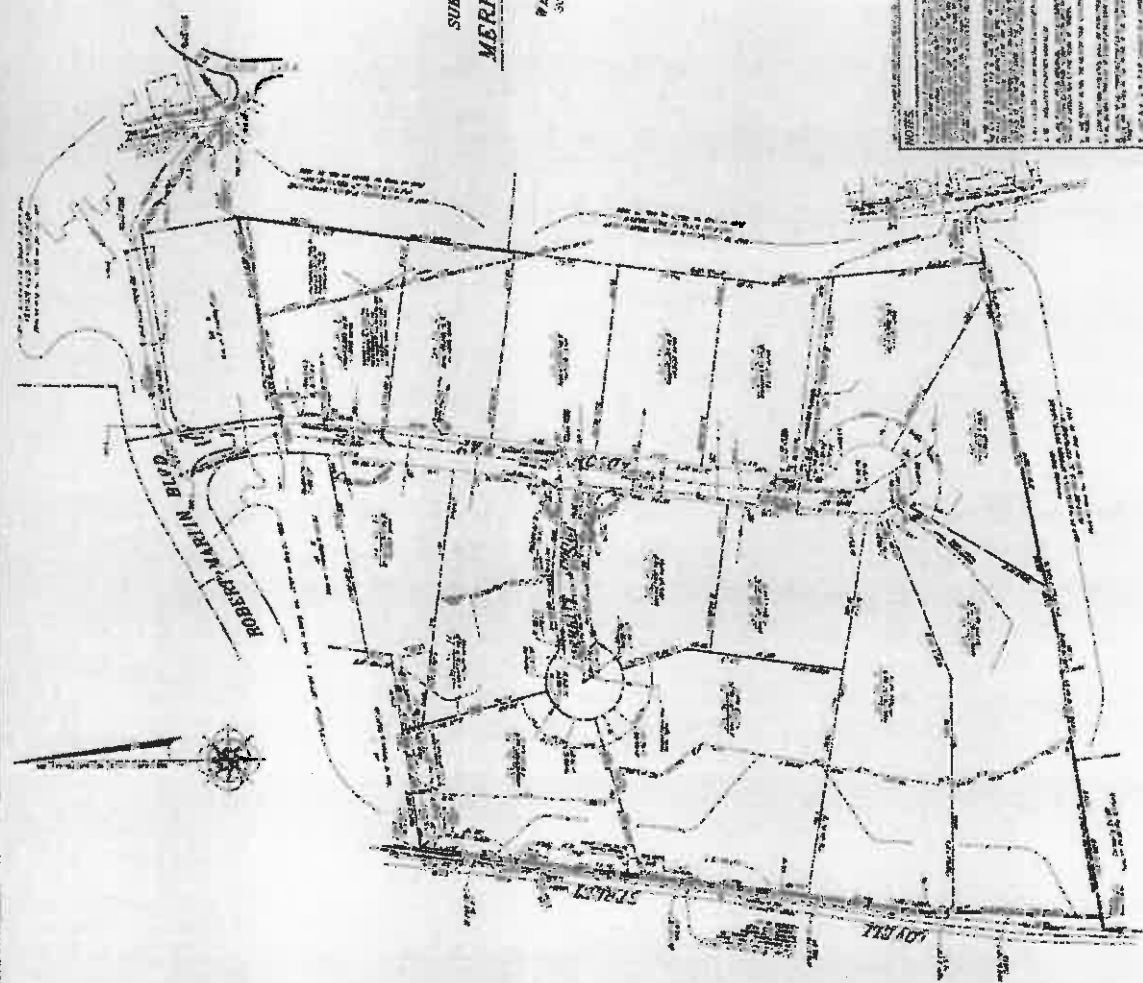


TABLE OF PROPERTY DATA

EXISTING TAX LOT IDENTIFICATION

EXISTING ZONING R-10

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13	14	15	16	17	18
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SUBDIVISION OF PROPERTY
MERRITT PARK ESTATES
 TOWN OF SOMERS
 WESTCHESTER COUNTY, NY
 MAP NO. 1
 DATE: 1/1/00
 PREPARED BY: [Name]
 SCALE: 1" = 100'

NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.

2. ALL CORNERS ARE TO BE SET BY THE ENGINEER.

3. ALL EASEMENTS ARE TO BE SHOWN BY DASHED LINES.

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102. ALL ROADS ARE TO BE SHOWN BY DOUBLE LINES.

103. ALL FENCES ARE TO BE SHOWN BY DOTTED LINES.

104. ALL TREES ARE TO BE SHOWN BY CIRCLES WITH A CROSS.

105. ALL WATERS ARE TO BE SHOWN BY Wavy LINES.

106. ALL UTILITIES ARE TO BE SHOWN BY SOLID LINES.

107. ALL BUILDINGS ARE TO BE SHOWN BY THICK SOLID LINES.

108. ALL ROADS ARE TO BE SHOWN BY DOUBLE LINES.

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120. ALL ROADS ARE TO BE SHOWN BY DOUBLE LINES.

121. ALL FENCES ARE TO

CONSERVATION EASEMENT

This conservation easement agreement is made as of the ____ day of _____, 2019, between Mancini Building Corp., a New York Corporation having a principal place of business at 8 Elide Road, Katonah, New York ("Grantor"), and the Town of Somers, a municipal corporation organized and existing under the laws of the State of New York having its principal place of business at 335 Route 202, Somers, New York 10589 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee title of Lots 8, 9, 12, and 13 (the "Property") as shown on a certain map entitled "Subdivision of Property Known as Merritt Park Estates, Situate in the Town of Somers, Westchester County, NY," prepared by Donnelly Land Surveying, P.C., dated March 6, 2009, last revised February 18, 2016, which was filed in the Westchester County Clerk's Office on _____, as Map No. _____ (the "Subdivision Plat"); and

WHEREAS, the Grantee is a public body within the meaning of Article 49, Title 3, of the Environmental Conservation Law of the State of New York, and is thereby qualified to be the grantee of conservation easements that limit and restrict the development, management or use of real property in order to preserve or maintain scenic, open, historic, archaeological, architectural or natural conditions, characteristics, or significant amenities of real property; and

WHEREAS, the Property contains approximately 3.33 acres of land which includes substantial and significant natural resources important to the parties to this Easement and the public in general (the "Easement Area"); and

WHEREAS, a conservation easement over the Easement Area is intended to promote the following conservation values:

1. Preserve open space and provide a natural buffer to residential properties to the west;
2. Provide an undisturbed, vegetated, scenic corridor ranging from 60 feet to more than 275 feet in width along Lovell Street, a public road;
3. Preserve and restrict the disturbance of approximately 3.33 acres of land containing mature trees and vegetation and steep slopes;
4. Provide an area that will support resident wildlife population;
5. Control the establishment of future impervious surfaces and other development activities within the Easement Area that potentially could cause increases in pollutant loads to nearby wetlands; and
6. Provide a natural and vegetated buffer to treat stormwater from upgradient locations.

WHEREAS, conservation of the Easement Area subject to the terms of this easement is expected to yield significant benefits to the public by protecting the scenic value of the Easement

Area and promoting and protecting wildlife habitat; a stream and the ecological resources thereof; and steep slopes on the Property; and

WHEREAS, the conservation values of the Easement Area are documented in a Baseline Data Report dated _____ which is on file in the office of the Grantee, and is incorporated herein by reference, and which includes an inventory of the relevant conservation values, maps, photographs, reports and other documents that the parties agree provide an accurate representation of the Easement Area at the time of the execution of this conservation easement, and which is intended to provide objective baseline information for purposes of future monitoring and enforcement; and

WHEREAS, the Grantor hereby donates substantial and significant development rights in and to the Easement Area and conveys to Grantee the right to preserve and protect the conservation values described herein by encumbering the Easement Area with a conservation easement pursuant to the provisions of New York Environmental Conservation Law, Article 49, Title 3; and

WHEREAS, the Grantee agrees to accept this conservation easement, to honor the intentions of the Grantor as stated herein, to inspect and report on the conditions of the Easement Area on no less than an annual basis, and to preserve and protect the Easement Area in perpetuity according to the terms of this Easement for the benefit of this and future generations.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions, and restrictions contained herein, the Grantor hereby voluntarily grants and conveys to Grantee a conservation easement (the "Conservation Easement" or the "Easement") in perpetuity over the area described in Schedule A, annexed hereto and made a part hereof (the "Conservation Easement Area" or the "Easement Area") of the nature and character and to the extent set forth herein.

1. Purpose. It is the purpose of this easement to preserve the open space, steep slopes, stormwater treatment function, and wildlife habitat resources on the eastern side of the Property, to preserve a corridor to support resident wildlife population, to preserve a scenic, vegetated corridor along Lovell Street, and to control the establishment of future impervious surfaces and other development activities within the Conservation Easement Area. This Easement shall restrict the use of the Conservation Easement Area as provided herein so as to prevent the impairment of or interference with the conservation values of the Property.

2. Prohibited Uses and Restrictions. Subject to the provisions of Section 4 herein, any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing provision, except as otherwise provided in Section 4 hereof, the following restrictions specifically apply to the Property:

- a. No residences, mobile homes, or other buildings and no impervious surfaces shall be permitted on or in the Conservation Easement Area.
- b. No quarry, gravel pit, surface or subsurface mining or drilling, or other mining or drilling activities prohibited under applicable provisions of Section 170(h) of the Internal Revenue Code shall be permitted on or under the Conservation Easement Area.
- c. No dumping or storage of ashes, noncomposted organic waste, sewage, garbage, or any toxic or offensive materials or waste, shall be allowed in the Conservation Easement Area.
- d. No excavation, extraction, grading, or removal of soil, sand and gravel shall be allowed in the Conservation Easement Area.
- e. Notwithstanding any other restriction contained herein, the owner of the Property (or any relevant part thereof) or the Grantee may take such actions with respect to the Conservation Easement Area as are necessary to protect the health and safety of the persons using the Property; provided that if any such action is contrary to a restriction contained herein, the action shall be limited to the minimum variation necessary to afford the required protection. Grantor shall be immediately notified and consulted with regard to any such emergency action.

3. Rights Conveyed to Grantee. To accomplish the purposes of this Easement, the following rights are conveyed to the Grantee by this Easement.

- a. The right to preserve and protect the conservation values of the Conservation Easement.
- b. The right to access the Conservation Easement Area from Lovell Street and to enter upon the Conservation Easement Area at reasonable times on reasonable notice to monitor compliance with and otherwise enforce the terms of this Easement. Grantee shall provide Grantor or Grantor's successors seven (7) days notice of such entry unless Grantee determines that immediate entry is required to prevent, terminate or mitigate violation of this Easement. Grantee agrees that if a written report of any inspection is prepared, a copy thereof shall be provided to Grantor within 30 days of the inspection. Nothing in this paragraph shall be construed to require Grantee to perform regular inspections or to prepare written reports thereof.
- c. The right to prevent any activity on, incursion into, or use of the Conservation Easement Area that is inconsistent with the terms of this Easement, and to require the restoration of such areas or features of the Easement Area that are damaged by any inconsistent activity or use pursuant to the remedies set forth in section 5 herein.

- d. The right to enforce the terms, conditions and restrictions set forth in this Easement.
- e. Nothing in this easement shall be construed to grant the right to allow public access to the Easement Area. Grantee specifically acknowledges and agrees that no public access to the Easement Area is permitted or allowed and that it will not authorize third parties to enter upon the Conservation Easement Area except as allowed pursuant to section 3(b) herein.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, contractors, lessees, and successors in interest with respect to the Property all rights accruing from its ownership of the Property, including, without limitation, the right to sell, transfer or encumber the Property, as owner, subject to the restrictions and covenants set forth in this Easement; and the right to engage in, or permit others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purposes of this Conservation Easement. Any other provision of this Easement to the contrary notwithstanding, Grantor specifically reserves for itself and its assigns, representatives, contractors, lessees, and successors in interest with respect to the Conservation Easement Area, and it shall enjoy, the following rights, which Grantee acknowledges and agrees are consistent with the purposes of this Conservation Easement.

- a. The right: (i) to construct, install and/or replace drain manholes, a grassy swale, existing catch basins and a pocket basin with the Easement Area including any grading in connection therewith; (ii) to discharge stormwater runoff from stormwater management basins on Lot 14 as shown on the Subdivision Plat over land to a catch basin in Lovell Street; and (iii) to collect, store and/or discharge stormwater runoff from Lots 12 and 13 in the Subdivision into a basin within a Drainage Easement on Lots 12 and 13, as shown on the Subdivision Plat, all pursuant to a Stormwater Pollution Prevention Plan for the Subdivision (the "SWPPP"), approved by the New York City Department of Environmental Protection ("NYCDEP") on May 11, 2009 and extended to May 11, 2024 (the "SWPPP Approval").
- b. The right: (i) to perform such maintenance within the Conservation Easement Area as may be required to comply with the SWPPP Approval; and (v) to perform such other maintenance as may be required by any governmental agency or body with jurisdiction over activities on and/or conditions of the Conservation Easement Area.
- c. The right to remove dead or diseased vegetation from the Conservation Easement Area.
- d. Grantor specifically reserves the right to control access to the Property including the Conservation Easement Area except such right of access to the Easement Area specifically granted to Grantee for purposes of monitoring compliance with this

Easement, and no right of access to the general public to any portion of the Property including the Conservation Easement Area is conveyed by this Easement.

5. Enforcement. The exercise of such reserved rights shall be subject to and in accordance with all applicable laws and regulations.

a. Notice and An Opportunity to Cure. If Grantee determines that a violation of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation (the "Notice") and identify such measures reasonably calculated to cure the alleged violation within 30 days after receipt of such Notice or, where the violation cannot reasonably be cured within such 30 day period, corrective action sufficient to begin curing such violation within 30 days of receipt of the Notice. Where the violation involves injury to the Conservation Easement Area resulting from any use inconsistent with the terms or the purposes of this Conservation Easement, Grantee shall demand that Grantor restore the Easement Area to its prior condition in accordance with a plan produced and approved by the Grantee. At the expiration of the time period provided herein, the Grantee shall notify Grantor of any failure to cure the alleged violation or breach set forth in the Notice (the "Second Notice"), whereupon Grantor shall have an additional fifteen (15) days from the date of receipt of the Second Notice (the "Second Notice Period") to implement corrective measures or to cure the violation of the breach.

b. Injunctive Relief. If Grantor fails to cure the violation at the expiration of said Second Notice Period, or, where the violation cannot reasonably be cured within the Second Notice Period, Grantor fails to begin curing such violation within said Period, or Grantors fail to diligently continue to cure such violation until it is cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, and to require the restoration of the Easement Area to a stable condition.

As used herein with reference to the Easement Area, the term "stable condition" shall mean the approximate general and natural condition of the Easement Area as of the date of this Easement, giving due consideration to the following: (i) the normal effects of the passage of time; and (ii) the results of natural forces (including, but not limited to, fires, explosions, earthquakes, landslides, lightning, flooding, or other Acts of God).

Where this Easement requires or permits the restoration of the Easement Area to a stable condition following a violation or breach of this Easement, this Easement shall not be construed to allow or require the use of extraordinary means to effect such restoration unless the circumstances reasonably require the use of such extraordinary means. Grantee and Grantor agree that the following means will ordinarily be used to restore the Easement Area to a stable condition following a violation or breach of this

Easement: (i) removal of items and material not allowed by this Easement; (ii) closure, filling, grading and planting with appropriate vegetative cover, of areas adversely affected by activities not allowed by this Easement; and (iii) correction, through reasonably practicable measures, of conditions which adversely affect drainage, flood control, water quality, fish or wildlife habitat, erosion control or soil conservation.

c. **Damages.** If a court determines that Grantor has violated the terms of this Easement, then Grantee shall be entitled to recover damages from Grantor for such violation or for injury to any of the conservation values protected by this Easement, including, without limitation, damages for loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefor, Grantee may, in its sole discretion, apply any damages recovered to the costs of undertaking any corrective action in the Conservation Easement Area.

d. **Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Easement Area, Grantee may pursue its remedies under section 5 without prior notice to Grantor or without waiting for the period for cure to expire. However, notice that action has been taken or is underway shall be given to Grantor within a reasonable period after the action commences.

e. **Forbearance.** Forbearance or delay by Grantee in the exercise of any of its rights to enforce this Easement or to exercise any right granted to it under this Easement shall not be deemed a waiver of such rights or of any of the terms of the Easement.

f. **Acts Beyond Grantor's Control.** Notwithstanding anything contained in this instrument to the contrary, Grantee shall have no cause of action under this Easement against Grantor for injury or damage to the Conservation Easement Area which is: (i) beyond Grantor's control, including, without limitation, Acts of God, natural disasters, flood, fire, wind, storms, earth movement, war, judicial order, strike, insurrection, unlawful or unpermitted acts of third parties and/or the public, or acts of Grantee or its agents and representatives; or (ii) results from any prudent action taken by Grantor, under emergency conditions, to prevent, abate, or mitigate significant injury to the Easement Area or adjacent properties from such causes; or (iii) results from actions taken by third parties which cause conditions to exist which, through no fault or action of Grantor, may be deemed to have an adverse impact on the conservation values of the Conservation Easement, or may cause to exist on the Property a condition or conditions which would otherwise cause Grantee to take action under this section.

6. **Notices and Approvals.** Grantor agrees to give Grantee written notice before exercising any reserved right, the exercise of which may have an adverse impact on the

conservation values of this Conservation Easement. Grantor further agrees to notify Grantee of any conveyance, lease or transfer of the Conservation Easement Area, such notice to be given in writing within twenty (20) days of such conveyance, lease or transfer. The failure to give such notice shall not, however, invalidate the conveyance, lease or transfer. When Grantee's or Grantor's approval is required for any action or activity allowed by this Easement to be taken only with approval, such approval shall be in writing and signed by both parties to this Easement Agreement or their successors. Any notice required by this Easement shall be given as set forth in section 16 herein.

7. Costs and Liabilities. Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Conservation Easement Area, including the maintenance of adequate liability insurance coverage. Grantor shall remain solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction and other such activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

8. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Conservation Easement Area by competent authority. However, nothing herein shall be deemed to abrogate Grantor's right to challenge any taxes, assessments, fees or charges so levied or assessed against the Conservation Easement Area.

9. Representations and Warranties. Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge, the Easement Area is in compliance with all federal, state and local laws, regulations and requirements applicable to it or its use, and there is no threatened or pending litigation in any way affecting, involving, or related to the Easement Area.

10. Mortgages. Grantor represents that the Conservation Easement Area is not subject to a mortgage lien as of the date hereof.

11. Amendment. This Conservation Easement may be amended upon the written consent of Grantee and Grantor; provided that no amendment may alter the restrictions on use or permitted structures, nor shall it allow subdivision that is inconsistent with the purposes of this Conservation Easement, nor shall it in any way limit the perpetual duration of this Easement. Any such amendment, variance or waiver shall be consistent with the basic purposes of this Conservation Easement and shall comply with Article 49, Title 3, of the Environmental Conservation Law, and Section 170(h) of the Internal Revenue Code. Any such amendment, variance or waiver that does not comply with Article 49 or Section 170(h) shall be void and of no force or effect. Any amendment shall be in writing and shall be recorded in the official land records of the County of Westchester, State of New York.

12. Recordation. Grantee shall record this instrument in a timely fashion in the official land records of Westchester County, State of New York, and may re-record it at any time as may be required to preserve its rights in this Easement.

13. Assignment. Except as otherwise provided in section 19(iii) hereof, Grantee's rights and obligations under this Conservation Easement may not be assigned without Grantor's prior written consent, which consent shall be exercised at Grantor's sole discretion. Any prospective assignee must be an organization that is a qualified organization under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable) and is a not-for-profit conservation corporation or other entity authorized to take title to a Conservation Easement under New York Environmental Conservation Law, Article 49, Title 3, and which agrees to continue to carry out the conservation purposes of this Conservation Easement. Any assignee other than a governmental unit must be an entity able to enforce this Conservation Easement, having purposes similar to those of Grantee and which encompass those of this Conservation Easement.

14. Subsequent Transfers. Any subsequent conveyance of any interest in the Conservation Easement Area, including, without limitation, transfer, lease or mortgage, shall be subject to this Conservation Easement, and any deed, lease, mortgage or other instrument evidencing or effecting such conveyance shall contain language providing that the conveyance, lease, mortgage, or easement is subject to a Conservation Easement which runs with the land and which was granted to the Town of Somers and shall provide the date of this Easement and the Control Number by which the Westchester County Clerk's Land Records identify this Conservation Easement. The failure to include such language in any deed or instrument shall not affect the validity or enforceability of this Conservation Easement.

15. Binding Effect. The provisions of this Conservation Easement shall run with the Conservation Easement Area in perpetuity and shall bind and be enforceable against the Grantor and all future owners and any party entitled to possession or use of the Easement Area or any portion thereof while such party is the owner or entitled to possession or use thereof. As used in this Conservation Easement, the term "owner" includes the owner of any beneficial equitable interest in the Conservation Easement Area or any portion thereof; the term "Grantor" includes the original Grantor (while Grantor is the owner entitled to possession or use of the Property), heirs, successors and assigns, all future owners of all or any portion of the Conservation Easement Area, and any party entitled to possession or use thereof; and the term "Grantee" includes the original Grantee and its successors and assigns. Notwithstanding the foregoing, upon any transfer of title, the transferor shall cease being a Grantor or owner for purposes of this Conservation Easement and shall have no further responsibility or liability hereunder for acts done or conditions arising thereafter, but the transferor shall remain liable for earlier acts and conditions.

16. Notices. All notices, requests, and/or approvals required by this Easement shall be in writing, shall be delivered by certified mail, return receipt requested to the addresses set forth below, and shall be deemed given when received:

To Grantor: Mancini Building Corp.
8 Elide Road
Katonah, New York 10536
Attention: Mr. Richard Mancini

With a copy to: Geraldine N. Tortorella, Esq.
Hocherman Tortorella & Wekstein, LLP
One North Broadway, Suite 701
White Plains, NY 10601

To Grantee: The Town of Somers
Town Hall
335 Route 202
Somers, New York 10589
Attn: Supervisor

With a copy to: Town Attorney
Town Hall
335 Route 202
Somers, New York 10589

Any party may change the address to which notice to such party shall be sent by sending written notice of such change to the other party.

17. Extinguishment. If circumstances arise in the future making the purposes of this Easement impossible to accomplish, and if this Easement or any of its restrictions are extinguished by judicial proceeding, then, upon any subsequent sale, exchange or involuntary conversion by the Grantor, the Grantee shall be entitled to that portion of the proceeds equal to the proportionate value of the conservation restrictions as provided immediately below. Grantor agrees that the conveyance of this conservation easement to Grantee gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that the conservation restrictions hereby created at the date hereof bears to the value of the Easement Area as a whole at the date hereof (subject to reasonable adjustment to the extent permissible under Section 170(h) of the Internal Revenue Code for any improvements which may hereafter be made on the Easement Area). Grantee agrees to use its share of such proceeds in a manner consistent with the conservation purposes of this Conservation Easement.

18. Condemnation. If all or any part of the Conservation Easement Area is taken by the exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation,

whether by public, corporate, or other authority, so as to terminate this easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Easement Area subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor or Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in section 17.

19. No Extinguishment Through Merger. Grantor and Grantee herein agree that, should Grantee come to own all or a portion of the fee interest subject to this Conservation Easement: (i) said owner shall observe and be bound by the obligations and restrictions imposed upon the Easement Area by this Conservation Easement; (ii) this Easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in its enforcement; and (iii) said owner shall as promptly as practicable assign the Grantee's interest in this Easement of record to another holder in conformity with the requirements of section 13. The instrument shall contain language suitable to reimpose this Conservation Easement to the extent necessary, if any, to continue it in force.

20. Further Acts. Each party shall perform any further acts and execute and deliver any documents, including amendments to this Conservation Easement, which may be reasonably necessary to carry out its provisions or which are necessary to qualify this instrument as a Conservation Easement under Article 49, Title 3, of the Environmental Conservation Law, under Section 170(h) of the Internal Revenue Code, or under any regulations promulgated pursuant to such statutes.

21. Certificate of Compliance. Grantee shall provide Grantor within 20 days of written request therefor, a written notice stating whether the Easement Area is in compliance with the terms of the Conservation Easement, and if Grantee alleges it is not in compliance, stating the substance of the alleged violation and the proposed remedy therefor.

22. Severability. Invalidity of any provision of this Conservation Easement by court judgment, order, statute or otherwise shall not affect any other provisions, which shall be and remain in force and effect.

23. Interpretation. This instrument is intended to create a "qualified real property interest" for "conservation purposes," as defined in Section 170(h) of the Internal Revenue Code, and shall be interpreted consistently with such intention. In the event any provision has been omitted from this instrument which is necessary to qualify the interest hereby granted as a "qualified real property interest" for "conservation purposes", such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified provided such incorporation or addition shall not impair the rights of the Grantor in any material manner greater than are described herein.

24. Authorization. Grantee warrants that acceptance of this Conservation Easement has been duly authorized by its Board of Directors.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first written above, intending the same to be recorded in the office of the Clerk of the County of Westchester, Division of Land Records.

GRANTOR: Mancini Building Corp.

By: _____
Richard Mancini, President

GRANTEE: The Town of Somers

By: _____
_____, Supervisor

ACKNOWLEDGMENTS

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

On the day of , 2019, before me, the undersigned, a Notary Public in and for the State, personally appeared Richard Mancini, 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 it in his capacity, and that by his signature on the instrument, the individual executed the instrument.

Notary Public

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

On the day of , 2019, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed it in her capacity, and that by her signature on the instrument, the individual executed the instrument.

Notary Public

RECORD AND RETURN TO:

Roland A. Baroni, Jr., Esq.
Stephens, Baroni, Reilly & Lewis, LLP
Northcourt Building
175 Main Street
White Plains, New York 10601

AFFECTS TAX MAP:

Sheet	5.20
Block	1
Lot	1
Town of Somers	

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Mancini Building Corporation

Conservation Easement

January 23, 2018

March 26, 2019

Job No. Somers 5.20-1-1

G:\Deeds\Mancini Building Corp.\Conservation Easement

All that certain plot, piece or parcel of land situate, lying and being in the Town of Somers, County of Westchester and State of New York and being more particularly described as follows:

Beginning at a point on the easterly side of Lovell Street where the same is intersected by the southerly line of Lot No. 8 as shown on a filed map entitled "Subdivision of Property known as Merritt Park Estates" filed in the Westchester County Clerk's Office _____, 2019 as filed map no. _____ and the northerly line of formerly Diano, now or formerly Kernan; thence from said point of beginning along the easterly side of Lovell Street and the westerly line of Lot Nos. 8, 9, 12 & 13, respectively, N 2-31-08 E 188.12, N 0-40-52 W 38.68, N 8-12-28 E 238.48, N 7-08-48 E 366.69 and N 7-53-48 E 130.10 to a point on the southerly line of Lot No. 1 as shown on a filed map entitled "Wildwood Section A" filed in the Westchester County Clerk's Office May 24, 1963 as filed map no. 13707 and the northwesterly corner of the parcel herein described; thence along the southerly line of Lot No. 1 as shown on said filed map no. 13707 and the northerly line of the parcel herein described N 81-34-08 E 76.97 to the northwesterly corner of the parcel herein described; thence through lands of Lot Nos. 13, 12, 9 and 8, respectively, S 2-48-55 W 285.29, S 78-10-11 E 48.55, S 9-51-34 W 58.91, S 37-10-34 E 70.59, S 10-57-51 W 147.94, S 9-41-12 W 185.59, S 9-47-23 E 100.52 and S 28-52-47 E 100.40 to a point on the southerly line of Lot No. 8 as shown on the aforementioned filed map no. _____ and the northerly line of lands formerly Diano, now or formerly Kernan; thence along the southerly line of Lot No. 8 as shown on the aforementioned filed map no. _____ and the northerly line of lands formerly Diano, now or formerly Kernan S 82-30-28 W 5.50 and S 80-29-28 W 251.78 to the point and place of beginning; Containing within said bounds 3.403 acres more or less.