

OFFICE OF THE SUPERVISOR

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

RICK MORRISSEY
SUPERVISOR



**SOMERS TOWN BOARD
REGULAR MEETING - 6:00pm
THURSDAY, APRIL 11, 2019
www.somersny.com**

5:30PM Executive Session

I. PLEDGE OF ALLEGIANCE:

6:00pm Regular Meeting

II. ROLL CALL:

III. PUBLIC HEARINGS:

Continuation of:

1. Proposed Local Law to amend Chapter 135 of the Code of the Town of Somers entitled Property Maintenance by adding Article II, Section 135-8 entitled Regulation of Bamboo.

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

IV. APPROVAL OF MINUTES:

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V. DEPARTMENT REPORTS: The Town Clerk announces receipt of the following monthly reports: Town Clerk, Building Inspector, Zoning Board of Appeals, Plumbing, Bureau of Fire Prevention, Parks & Recreation, Planning & Engineering, Tax Receiver, Director of Finance and Department Heads

VI. BUSINESS OF THE BOARD:

A. PARKS & RECREATION:

1. Approve going to RFP for line striping in REIS, Van Tassel and Town House parking lots per memo dated March 29, 2019 from Steven Ralston, Superintendent of Parks & Recreation.
2. Approve going to RFP to replace safety fencing along Reis park entry road per memo dated March 29, 2019 from Steven Ralston, Superintendent of Parks & Recreation.
3. Authorize Supervisor to accept with gratitude a \$2,500 donation from the Somers Women's Club to provide scholarships for Day Camp participants per memo dated March 29, 2019 from Steven Ralston, Superintendent of Parks & Recreation.

B. TOWN BOARD:

1. Authorize the Supervisor to execute the following:
 - a. The Site Agreement from Konica Minolta Business Solutions for the Managed Print Services.
 - b. The Second Proposal to Provide Traffic Consulting Services from Frederick P. Clark Associates, Inc. for the Review of Repurposing of Former IBM Campus, Somers, New York.
2. Emergency and Community Notification System – Discussion

C. FINANCIAL: - No additional business.

D. HIGHWAY: - No additional business.

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E. PERSONNEL:

1. Current Vacancies:

- a. Affordable Housing Board (1- 2-year term ending 7/11/2019.)
- b. Affordable Housing Board (1- 2-year term ending 7/11/2020.)
- c. Parks and Recreation Board (1 – 3-year term ending 3/9/2022.)
- d. Partners in Prevention (2 – 3-year terms ending 12/31/2019.)
- e. Partners in Prevention (2 – 3-year terms ending 12/31/2020.)

2. Upcoming Vacancies - 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. Authorize the hiring of Mr. Ian Tierney as a Seasonal Office Assistant at an hourly rate of \$14.00 per memo dated March 29, 2019 from Steven Ralston, Superintendent of Parks and Recreation effective May 13, 2019.
 - 6. Authorize the reappointment of Mr. Christopher McCormack to the Somers Parks and Recreation Board to a three-year term ending March 9, 2022.
 - 7. Acknowledge resignation of Mr. Chris Zaberto as member of the Somers Energy Environment Committee effective 2PM on April 8, 2019 due to his recent appointment to the Somers Planning Board.

F. PLANNING & ENGINEERING: - No additional business.

G. POLICE: - No additional business.

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H. 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. \$500.00 Erosion Control Bond (Landgarden Landscape Architects)
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. Accept the following Performance Bond per March 29, 2019 memo from Wendy Getting, Planning and Engineering Senior Office Assistant:
 - c. \$31,000.00 Performance Bond – Merritt Park Subdivision, TM: 5.20-1-1
5. 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.
6. 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.
7. 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.

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8. 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.
 - c. 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.
 - d. 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.
 - e. The Easement Agreement between the Town of Somers and the Somers Volunteer Fire Department granting an easement to the Town of Somers to install and maintain sidewalks and curbing across certain of its property abutting Route 202.
 - f. The Easement Agreement between the Town of Somers and 294 Route 100 LLC granting an easement to the Town of Somers to install and maintain sidewalks and curbing across certain of its property abutting Route 202.

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2019 Calendar

April 11, 2019	6:00pm	Town Board Regular Meeting
May 2, 2019	7:00pm	Town Board Work Session
May 9, 2019	7:00pm	Town Board Regular Meeting Public Hearing - Proposed Fee Schedule for the Amawalk Heights, Amawalk-Shenorock, and Windsor Farms Water Districts
June 6, 2019	7:00pm	Town Board Work Session
June 13, 2019	7:00pm	Town Board Regular Meeting

Sent to:
TB, TA, TC
4/11/19
KO

TOWN OF SOMERS

Local Law No. ____ for the Year 2019

A Local Law to amend Chapter 135 of the Code of the Town of Somers entitled Property Maintenance by adding Article II, Section 135-8 and following entitled Regulation of Bamboo.

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

Section 135-8. Legislative Findings.

The Town Board of the Town of Somers finds that:

- A. The planting and/or the growing of certain varieties of bamboo, a plant not indigenous to the Town of Somers, presents the potential for adverse impacts to the natural environment, including indigenous flora, may significantly increase the cost of maintenance in public and private right-of-ways, impedes the use of, and is destructive to structures and other improvements, and aggressively spreads across property lines where it is likely to adversely affect the reasonable enjoyment of adjoining and neighboring properties; and
- B. Because of these effects the planting and the growing of bamboo threatens the value and physical integrity of both public and private property in the Town; and
- C. In order to protect and preserve said environment and values, the Town declares it necessary to regulate or prohibit the planting and/or growing of bamboo within the Town.

Section 135-9. Intent.

The purpose of this chapter is to preserve and protect private and public property from the damaging spread of certain running bamboo grasses, protect indigenous plant materials from the invasive spread of running bamboo and maintain the general welfare of the residents of the Town of Somers.

Section 135-10. Definitions.

- A. Usage. The singular number as used herein shall be read as the plural number, and vice versa, and the masculine gender shall be read as the feminine or neuter gender, and vice versa, whenever necessary to give full effect to the terms and provisions hereof.

B. As used in this chapter, the following terms shall have the meanings indicated:

BAMBOO - A perennial grass with a rhizomatous growth habit in the family Poaceae, subfamily ambusoideae, tribe Bambuseae or Arundinarieae, including without limitation:

- (1) BAMBOO, CLUMPING - Any tropical or temperate sympodial (pachymorph) grasses which typically send off rhizomes (roots) near the base of the plant, including but not limited to, Bambusa, Chusquca, Dendroacalamus, Drepanostachyum, Fargesia, Himalayacalamus, Otatea, Thamnocalamus, Thyrostachys and Yushania.
- (2) BAMBOO, RUNNING - Any tropical or temperate monopodial (leptomorph) grass with a rhizome (root) system which typically extend far away from the plant, including, but not limited to, the following plant genera: Arrow bamboo, Arundinaria, Bambusa, Chimonobambusa, Common bamboo, Golden bamboo, Phyllostachys, Pleioblastus, Pseudosasa, Sasa, Sasaella, and Semiarundinaria.

BAMBOO OWNER - Any property owner or resident who has planted and/or grows bamboo, or who maintains bamboo on his property, or who permits bamboo to grow or remain on his property even if the bamboo has spread from an adjoining property. Any property owner or resident at those property bamboo is found will be considered a bamboo owner, except any property owner or occupant who:

- (1) Did not plant or grow or cause bamboo to be planted or grown on his property; and
- (2) Has provided satisfactory proof to the Town that, within a reasonable period of time after discovering the encroachment of bamboo onto the property from an adjoining or neighboring property, he advised the owner of such property of an objection to the encroachment of the bamboo; and
- (3) Has initiated steps against the owner or occupant of the adjoining or neighboring property for the removal of the bamboo from the property, including, without limitation, remedies at law or in equity, or both, or has initiated steps to effectively confine the bamboo in accordance with Section 135-14 below.

LIMITING DISTANCE - Ten feet from any property line or within:

- (1) The right-of-way of any public or private road, including any Town, county, state or federal road or highway, whether established by dedication, use or easement, explicit or implied (collectively, a “road”);
- (2) Twenty-five feet of the edge of pavement or traveled way of any road;
- (3) Twenty feet of any stormwater facilities within, adjacent to or serving any road or public or private improvements; or
- (4) Twenty-five feet of any utility lines, poles, transformers, or other fixtures or appurtenances thereto.

Section 135-11. Presumption.

In the event the bamboo is found to have encroached upon, spread to, invaded or intruded upon any other property or right-of-way, said species shall be presumed to be classified as “running bamboo”. This presumption shall be rebuttable.

Section 135-12. Applicability.

For the purposes of this chapter, bamboo found growing upon a property shall constitute presumptive evidence that the bamboo was planted and/or grown by and/or with the consent of the owner or occupant of such property.

Section 135-13. Planting of running bamboo prohibited.

Upon and after the effective date of this chapter the planting of running bamboo shall be prohibited within the Town. Any person who thereafter plants or causes to be planted running bamboo within the Town shall be deemed to be in violation of this chapter and shall be subject to such penalties as are set forth herein.

Section 135-14. Duty to confine bamboo.

Without limitation of the provisions of Section 135-13 above, in the event any species of bamboo is located upon any property within the Town, the bamboo owner or occupant of said property shall, in accordance with the requirements of Section 135-15 below, confine such species to prevent the encroachment, spread, invasion or intrusion of same within any limiting distance as defined herein.

Section 135-15. Regulation; owner responsibility.

- A. Any bamboo that has been planted or otherwise permitted to grow on any property within the Town prior to the effective date of this chapter may remain on such property subject to compliance with this section.
- B. Running bamboo shall not be maintained or otherwise be permitted to exist within any limiting distance;
- C. Any bamboo owner whose property contained running bamboo prior to the effective date of this chapter shall remove and abate the growth of the running bamboo within any limiting distance;
- D. Any bamboo owner shall be responsible to ensure that any bamboo, other than running bamboo, planted or growing on his property prior to the effective date of this chapter does not encroach or grow within any limiting distance.
- E. Any bamboo owner shall be required to take such measures as are reasonably expected to prevent bamboo planted or growing on his property from invading or growing onto adjoining or neighboring properties or within any limiting distance. Such measures shall include, but not be limited to, installation of sheathing impenetrable by bamboo at a sufficient depth to prevent the spread of rhizomes, for the purpose of preventing the growth or encroachment upon adjoining or neighboring property by the bamboo. Sheathing must be installed at a minimum depth of not less than three feet; and
- F. The Town Board of the Town of Somers may from time to time prescribe such rules and regulations as may be necessary to give effect to this section.

Section 135-16. Removal from Town property.

- A. Notice. In the event that bamboo growing on a bamboo owner's property invades or grows on property that is owned or held by or on behalf of the Town, or grows within any limiting distance, the Town Board, Code Enforcement Officer or its or his designee on behalf of the Town shall notify the bamboo owner, in writing, of the violation of this chapter and that the bamboo owner is responsible, at his sole cost and expense, for the removal of such bamboo from the Town property or from within any limiting distance within 30 days from the delivery of such notice and for all other costs and expenses related thereto. Such notice shall include specific reference to this chapter and shall provide that the bamboo owner is responsible for restoration of all areas of the Town property or other property disturbed in such removal to substantially the same condition as existed prior to such removal; that the bamboo owner shall be responsible to indemnify and save the Town free and harmless from any cost, expense, causes of action, liability and

damages, including reasonable attorney fees and disbursements, incurred in connection with or related directly or indirectly to such removal; and that in the event that the removal work involves entry onto private property, the consent of the owner of that property is required prior to any entry upon or work on such other property. Such 30 day period may be extended for good cause shown, as long as it can be demonstrated that remedial measures have been started and diligently pursued and the delay is not under the control of or due to the actions or inaction of the bamboo owner or other person to whom the notice has been issued. The bamboo owner shall be liable and responsible to the Town for all costs incurred by the Town in enforcing the provisions of this chapter. Such costs may be assessed against the property of the bamboo owner.

- B. Service of the notice. The notice shall be served either personally in accordance with the CPLR or by registered or certified mail, return receipt requested, and addressed to the property owner at the last address shown on the most current assessment roll or property tax bill, or to the owner's agent at the last known address, or to the occupant of the property, or person having a vested or contingent interest in the property as shown on the most current assessment roll and/or property tax bill. A copy of the notice shall also be posted at and mailed to the bamboo owner's property. Service of the notice shall be effective upon delivery.
- C. Action upon noncompliance. Upon the failure, neglect or refusal of a bamboo owner or his agent, or any other person or business entity occupying the premises, to remove, remedy or abate the bamboo violation within the specified period of time; or if the mailing is returned by the post office because of the inability to make delivery for any reason, as long as the notice was properly addressed, the Code Enforcement Officer or his designee may take enforcement action as authorized by the Town Code and as may otherwise be authorized by applicable law.
- D. Any person or business entity who or which resists, obstructs or impedes the agents, contractors, servants, officers and/or employees of the Town in any enforcement action hereunder shall be in violation of this chapter and shall be subject to the fines and penalties provided herein.
- E. Liability for the costs of removal and/or abatement. The bamboo owner or his agent, and/or the occupant of the property deemed to be in violation of this chapter shall be liable for the direct and indirect costs of abating the violation and any nuisance created thereby and all expenses incidental thereto, including but not limited to an administrative fee equal to 25% of the total cost of said removal, remediation and/or disposal process. Said administrative fee is intended to reimburse the town for the monies and time expended by its agents, contractors, servants, officers and/or employees and attorney(s) in enforcing the provisions of

this chapter and abating any nuisance created thereby and collecting the sums due, including but not limited to notifying the appropriate party, certifying the amounts due to the Town, and/or charging same against the property. The costs incurred by the town as set forth herein shall be certified by the Town Supervisor who shall mail written notice of such costs by certified or registered mail, return receipt requested, to the owner of the premises at the last address shown on the most current assessment role on file in the assessment and property tax records, or to the owner's agent at the last known address, and/or to the occupant of the property at the location of the property. Said notice shall further state that upon the failure of the bamboo owner, his agent, and/or the occupant to pay such sums within 10 days of receipt of such written notice by cash, bank check, or money order, shall be sufficient cause to add the amount due to the property tax bill without further notice.

- F. Recovery of costs and tax lien. In the event the property owner, his agent and/or the occupier of the land fails, refuses and/or neglects to pay the monies due and owing to the Town within said 10 day period, or if the mailing is returned by the post office because of the inability to make delivery for any reason, as long as the notice was properly addressed, such certification of costs shall be provided to the Town Clerk who shall forthwith deliver a copy of same to the Town Assessor who shall cause the costs as shown thereon to be charged against such lands and shall be added to and become part of the taxes next to be assessed and levied upon such lands, the same to bear interest at the same rate as taxes, and shall be collected and enforced by the same officers and in the same manner as taxes.

Section 135-17. Replanting prohibited.

Any running bamboo either planted or caused to be planted or existing on a property prior to the effective date of this chapter may not be replanted or replaced in kind once such running bamboo is or has become, for any reason, dead, destroyed, uprooted or otherwise removed.

Section 135-18. Penalties for offenses.

In addition to any penalties heretofore mentioned, any person, firm or corporation violating any of the provisions of this chapter shall be guilty of a violation which shall be punishable by a fine of not less than \$250 nor more than \$350 for a conviction of the first offense; for conviction of a second offense, both of which were committed within a period of five years, punishable by a fine of not less than \$350 nor more than \$700 or imprisonment for a period not to exceed six months, or both, and upon conviction for a third or subsequent offense, all of which were committed within a period of five years, punishable by a fine not less than \$700 nor more than \$1,000 or imprisonment for a period not to exceed six months, or both. For the purpose of conferring jurisdiction upon

courts and judicial officers generally, violations of this chapter or any part thereof shall be deemed a misdemeanor. Where a notice of violation has been duly issued, each additional week shall constitute a separate additional violation.

Section 135-19. Severability.

If any section, subsection, clause, phrase or other portion of this chapter is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 135-20. Effective Date.

This Local Law shall be effective immediately upon filing of same with the Secretary of State of the State of New York.

Sent to:
TB, TA, TC
4/11/19
KD

Rick Morrissey

From: Syrette Dym
Sent: Tuesday, April 9, 2019 11:16 AM
To: Rick Morrissey; Kim DeLucia
Cc: Patricia Kalba
Subject: RE: 4/11 Public Hearing - Regulation of Bamboo

They saw that and had no further comments

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

914-277-5366 (phone)
914-277-4093 (fax)
sdym@somersny.com
www.somersny.com

From: Rick Morrissey <supervisor@somersny.com>
Sent: Monday, April 8, 2019 5:11 PM
To: Kim DeLucia <kdelucia@somersny.com>
Cc: Patricia Kalba <pkalba@somersny.com>; Syrette Dym <sdym@somersny.com>
Subject: Re: 4/11 Public Hearing - Regulation of Bamboo

Ok but their comments were based on a different draft. We remodeled our code to match Patterson's

Rick Morrissey

On Apr 8, 2019, at 5:00 PM, Kim DeLucia <kdelucia@somersny.com> wrote:

Hi Rick,

Per Syrette, the Planning Board has no further comments regarding the Regulation of Bamboo. You can reference whatever the PB has provided in the past for tomorrow night's public hearing.

Kim

Kim DeLucia
Executive Assistant
Office of Supervisor Rick Morrissey
TOWN OF SOMERS
335 ROUTE 202
SOMERS, NY 10589
Phone: 914-277-3637
Fax: 914-276-0082
WWW.SOMERSNY.COM

Sent to:
TB, TA, TC
4/8/19
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 29, 2019

To: Town Board

From: Steven Ralston *SR*
Superintendent of Parks & Recreation

Re: Request for Approval

Request permission to distribute RFP's for line striping in Reis, Van Tassel and Town House parking lots.

Request permission to distribute RFP's to replace safety fencing along the Reis Park entry road.

C: Director of Finance
Town Clerk
Park Board

Sent to:
TB, TA, TC
4/10/19
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



Request For Proposal

The Town of Somers is soliciting proposals for Parking Lot Striping in:
Reis Park, 82 Primrose Street, Katonah, NY.
Van Tassell Park, 98 Primrose Street, Lincolndale NY
Somers Town House, 335 Route 202, Somers NY

Submittals

Proposals will be received by the Town of Somers in person or by mail until 4:00 p.m. Friday, April 26, 2019 at the Office of the Town Clerk of the Town of Somers, Town House, 335 Route 202, Somers, New York, 10589.

Scope of Work

The Contractor shall perform the requested work according to manufactures specifications including all materials, labor, tools and equipment, as follows: Line striping of all parking areas, No parking areas, Handi Cap areas, Speedbumps, Traffic Flow Areas, Stop Bars, Traffic lines and Hashmarks as currently painted.

Inspection

Personal inspection of the conditions of the work and the work site will be necessary to obtain information to prepare the proposal. No allowance will be made for any claim that a proposal was made on incomplete information, including, but not limited to the nature and character of the site or work involved. The Town does not guarantee the accuracy of any data given concerning the work site or the conditions of the work. Please contact Howard Vinberg, Park Foreman at 914-485-1962,, to schedule an appointment.

Work Schedule

The project shall commence in the spring of 2019 and be completed within a reasonable time of the request.

Work area

The Contractor shall see that the site is maintained in a neat and orderly fashion at all times. No debris, waste, unused material or equipment shall be allowed to accumulate on site and shall be removed daily. The contractor shall provide and place a safety fence as may be necessary to protect the public using the courts. Upon completion of the work all construction material will be removed from the premises promptly by the contractor.

Manufacturer's Information

- a. Contractor guarantees that the materials and/or equipment offered is standard new material and/or equipment, latest model or regular stock product with parts regularly used for the type of material and/or equipment, and; that such parts are in production and none likely to be discontinued. Also, that no attachment or part has been substituted or applied contrary to manufacturer's standard guarantee against defect in design, materials or workmanship on material and/or equipment delivered to the Town of Somers.
- b. Contractors must deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description. Do not use damaged or deteriorating material.
- c. The Contractor shall insure certification by the manufacturer that products supplied comply with local regulations.
- d. The Contractor shall submit to the Town, manufacturer's technical information, including label analysis and instructions for handling, storing and applying, along with any product warranty information at the conclusion of the job.
- e. Failure to comply with any of the above items will be deemed as non-responsive and result in rejection of the proposal.

Warranty

- a. The Contractor warrants to the Owner that materials furnished under the contract will be of good quality and new. The work will be free from defects and will conform to the requirements of the specifications. Work not conforming to these requirements, including substitutions not properly approved or authorized by the Owner, may be considered defective.
- b. A Manufacturer's warranty will be submitted to the Town at the completion of the work.
- c. The Contractor warrants to the Owner that their work will be free from any defects for duration of not less than two (2) years from the date of completion. Should any failure to conform to any of the warranties occur within the applicable warranty period the contractor manufacturer shall upon notification in writing of the defect, correct such nonconformity by repairing any defective part or parts within thirty (30) days of the written notification, this shall be the owner's exclusive remedy. The contractor shall deliver and install or replace the part or parts free of charge. Replacement part shall be guaranteed for the balance of the original warranty period.

Contract Execution

The Town of Somers reserves the right, in its discretion to award the contract in part, in whole and to reject any or all proposals or to waive any informality or irregularity in the proposals received.

Affirmative Action

Contractors must take affirmative action to ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or origin.

The Contractor shall comply with all the provisions of all applicable Federal, State, County, and municipal laws, rules, regulations and requirements applicable to the Contractor as an employer of labor or otherwise and in the performance of work under this Agreement.

Wage and Hour Provisions

This is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the NYS Department of Labor.

The Contractor is hereby bound to pay all labor on this project at rates no less than the prevailing wage scales as prepared by the NYS Department of Labor.

The Contractor shall agree that every mechanic, laborer and workman employed by the Contractor or any subcontractor, or any other person doing or contracting to do the whole or any part of the work contemplated by the service agreement, shall be paid not less than the prevailing rate of wages, and provided not less than the prevailing supplements, as provided for by Section 220 of the New York State Labor Law, as amended from time to time. A schedule of such rates of wages as provided by the New York State Department of Labor has been requested and will be included or be made part of the contract.

The Contractor, and his subcontractors, shall post in a prominent accessible place on the site of the work a legible statement of all wage rates and supplements as specified herein to be paid or provided for the various classes of mechanics, workmen or laborers employed for the work contemplated by the service agreement, and showing all authorized deductions, if any, from unpaid wages actually earned.

The Contractor and each subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the service agreement shall pay each and every one of his employees engaged in such work or any part thereof the full and proper wage without any deduction or kickback whatever, excepting such deductions as are made mandatory by law. Payment to each and every employee shall be made not less often than once per week and shall be made in cash, unless payment by check is authorized by certificate of the Commissioner of Labor of the State of New York as provided by law.

Required Insurance

As specified in Schedule A attached.

References

A minimum of three (3) references must be submitted with all proposals.

Payment

Payment will be made by the Town to the Contractor after the satisfactory completion of all of the work and its acceptance by the Town. Payment shall be made after the submission of a properly itemized claim by the Contractor (including supporting documentation) to the Town. All claims submitted by the Contractor for payment shall be subject to audit and approval by the Town.

Request For Proposal

I/We hereby propose to furnish all labor, materials, insurance and equipment, in accordance with the proposal for Parking Lot Striping in:

Reis Park, 82 Primrose Street, Katonah, NY.

Van Tassell Park, 98 Primrose Street, Lincolndale NY

Somers Town House, 335 Route 202, Somers NY

Proposals will be received by the Town of Somers in person or by mail until 4:00 p.m. Friday, April 26, 2019 at the Office of the Town Clerk of the Town of Somers, Town House, 335 Route 202, Somers, New York, 10589.

REIS PARK

Cost of Materials: \$ _____

Cost of Labor: \$ _____

Incidentals: \$ _____

Please list Incidentals

Total Cost: \$ _____

(written in numbers)

(written in words)

VAN TASSELL PARK

Cost of Materials: \$ _____

Cost of Labor: \$ _____

Incidentals: \$ _____

Please list Incidentals

Total Cost: \$ _____

(written in numbers)

(written in words)

SOMERS TOWN HOUSE

Cost of Materials: \$ _____

Cost of Labor: \$ _____

Incidentals: \$ _____

Please list Incidentals

Total Cost: \$ _____

(written in numbers)

(written in words)

TOTAL PROJECT COST

\$ _____

(written in numbers)

(written in words)

Project Start Date _____

Project Completion Date _____

Company Name _____

License # _____

Mailing Address _____

Telephone # _____

Facsimile _____

Email _____

Contact name _____

Title _____

Signature _____

Dated _____

Non-Collusive Certification

Made pursuant to Section 103-d of the New York State General Municipal Law, as amended

A. By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor; and

(2) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the opening, directly or indirectly, to any other Proposer or to any competitor; and

(3) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

B. A Proposal shall not be considered for award nor shall any award be made where Sections A (1), (2) and (3) above have not been complied with, provided, however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the Proposal a signed statement that sets forth in detail the reasons therefore. Where Sections A (1), (2) and (3) above have not complied with, the Proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Proposer (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being Proposal, does not constitute, without more, a disclosure within the meaning of Section A (1).

Legal Name of Person, Firm or Corporation

Address of Person, Firm or Corporation

Signature: _____

Print Name & Title: _____ Dated: _____

Statement of Qualifications

1. The following is a list of places where the Contractor has performed work of similar character and magnitude, together with references:

Description of Work	Cost	Name and Phone of
<u>Location & Date of Completion</u>	<u>(Approximate)</u>	<u>Engineer or Owner</u>

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____

2. The full names and places of residences of all officers and principals in the Proposal entity of the foregoing proposal are as follows:

Name	Address
_____	_____
Name	Address
_____	_____
Name	Address
_____	_____

3. A minimum of three (3) references including contact name and phone number must be submitted with the Proposal.

1. _____
2. _____
3. _____

Schedule A
Insurance and Indemnification

1. Prior to commencing work, the Contractor shall obtain, at its own cost and expense, the required insurance from insurance companies licensed and admitted in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Town of Somers ("Town"), subject to the approval of the Town. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Supervisor, Town of Somers by registered mail, return receipt requested, for all of the following stated insurance policies. Any adjustments in the coverage's set forth below will require the prior written approval of the Town. All notices shall name the Contractor and identify the Agreement.

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

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

2. The Contractor shall provide proof of the following insurance coverage:

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

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form C-105.2 in duplicate. A copy of form C-105.2 is sent to the Workers' Compensation Board, Information Unit for investigation and report.)

If the employer is self-insured for Worker's Compensation, he should present a certificate from the New York State Worker's Compensation Board evidencing that fact.

(b) **Employer's Liability Insurance** with a minimum limit of \$1,000,000.

(c) **General Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$1,000,000 for property damage or a combined single limit of \$2,000,000. The **General Liability Insurance policy shall name the Town of Somers as an additional insured** using ISO endorsement form CG 20 10 or its equivalent and ISO endorsement CG 20 37 or its equivalent. Coverage shall be evidenced using Acord 25 (2014/01) including the **ACORD 855 NY (2014/05) addendum**. Policy shall not contain any exclusions regarding building height, type of construction or location nor shall it exclude claims involving injury to employees of the named insured or subcontractor. Coverage shall be primary and noncontributory using ISO Form CG 20 01. This insurance shall indicate on the certificate of insurance the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-contractor.
- (iv) Products and Completed Operations.
- (v) Per project aggregate

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

(d) **Automobile Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$1,000,000 per occurrence for property damage or a combined single limit of \$2,000,000. This insurance shall include a bodily injury and property damage the following coverages.

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

(e) **Umbrella Liability** with a minimum limit of liability per occurrence of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

(f) If work involves use or removal of hazardous materials, Contractor shall carry and provide evidence of insurance showing pollution coverage with a limit of not less than \$5,000,000.00. Policy shall be endorsed to name the Town of Somers as additional insured.

3. All policies and certificates of insurance of the Contractor shall be subject to and shall contain the following clauses:

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

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

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

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

4. The Contractor shall protect, defend, indemnify and hold the Town of Somers, its boards, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof; without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agreed to bear all other costs and expenses related thereto, even if it (claims, etc.), is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town, or its employees. This paragraph shall survive any termination or completion of performance of this Agreement.

Sent for:
T&TA, TC
4/10/19
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

Request For Proposal

The Town of Somers is soliciting proposals for installation of wood guardrails in Reis Park, 82 Primrose Street, Katonah, NY 10536.

Submittals

Proposals will be received by the Town of Somers in person or by mail until 4:00 p.m. Friday, April 26, 2019 at the Office of the Town Clerk of the Town of Somers, Town House, 335 Route 202, Somers, New York, 10589.

Scope of Work

The Contractor shall perform the requested work according to manufactures specifications including all materials, labor, tools and equipment, as follows: Install preservative-treated #1 S4S Southern Pine 6"x 8" x 5.4' chamfered posts and 2.5" x 8" x 10' rails (or equal) approx. 550' attached in a two-bolt flush mount pattern.

Contract Execution

The Town of Somers reserves the right, in its discretion to award the contract in part, in whole and to reject any or all proposals or to waive any informality or irregularity in the proposals received.

Inspection

Personal inspection of the conditions of the work and the work site will be necessary to obtain information to prepare the proposal. No allowance will be made for any claim that a proposal was made on incomplete information, including, but not limited to the nature and character of the site or work involved. The Town does not guarantee the accuracy of any data given concerning the work site or the conditions of the work. Please contact Howard Vinberg, Park Foreman at 914-485-1962, to schedule an appointment.

Work Schedule

The project shall commence in the spring of 2019 and be completed within a reasonable time of the request.

Work area

The Contractor shall see that the site is maintained in a neat and orderly fashion at all times. No debris, waste, unused material or equipment shall be allowed to accumulate on site and shall be removed daily. The contractor shall provide and place a safety fence as may be necessary to protect the public using the courts. Upon completion of the work all construction material will be removed from the premises promptly by the contractor.

Manufacturer's Information

- a. Contractor guarantees that the materials and/or equipment offered is standard new material and/or equipment, latest model or regular stock product with parts regularly used for the type of material and/or equipment, and; that such parts are in production and none likely to be discontinued. Also, that no attachment or part has been substituted or applied contrary to manufacturer's standard guarantee against defect in design, materials or workmanship on material and/or equipment delivered to the Town of Somers.
- b. Contractors must deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description. Do not use damaged or deteriorating material.
- c. The Contractor shall insure certification by the manufacturer that products supplied comply with local regulations.
- d. The Contractor shall submit to the Town, manufacturer's technical information, including label analysis and instructions for handling, storing and applying, along with any product warranty information at the conclusion of the job.
- e. Failure to comply with any of the above items will be deemed as non-responsive and result in rejection of the proposal.

Warranty

- a. The Contractor warrants to the Owner that materials furnished under the contract will be of good quality and new. The work will be free from defects and will conform to the requirements of the specifications. Work not conforming to these requirements, including substitutions not properly approved or authorized by the Owner, may be considered defective.
- b. A Manufacturer's warranty will be submitted to the Town at the completion of the work.
- c. The Contractor warrants to the Owner that their work will be free from any defects for duration of not less than two (2) years from the date of completion. Should any failure to conform to any of the warranties occur within the applicable warranty period the contractor manufacturer shall upon notification in writing of the defect, correct such nonconformity by repairing any defective part or parts within thirty (30) days of the written notification, this shall be the owner's exclusive remedy. The contractor shall deliver and install or replace the part or parts free of charge. Replacement part shall be guaranteed for the balance of the original warranty period.

Affirmative Action

Contractors must take affirmative action to ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or origin.

The Contractor shall comply with all the provisions of all applicable Federal, State, County, and municipal laws, rules, regulations and requirements applicable to the Contractor as an employer of labor or otherwise and in the performance of work under this Agreement.

Wage and Hour Provisions

This is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the NYS Department of Labor.

The Contractor is hereby bound to pay all labor on this project at rates no less than the prevailing wage scales as prepared by the NYS Department of Labor.

The Contractor shall agree that every mechanic, laborer and workman employed by the Contractor or any subcontractor, or any other person doing or contracting to do the whole or any part of the work contemplated by the service agreement, shall be paid not less than the prevailing rate of wages, and provided not less than the prevailing supplements, as provided for by Section 220 of the New York State Labor Law, as amended from time to time. A schedule of such rates of wages as provided by the New York State Department of Labor has been requested and will be included or be made part of the contract.

The Contractor, and his subcontractors, shall post in a prominent accessible place on the site of the work a legible statement of all wage rates and supplements as specified herein to be paid or provided for the various classes of mechanics, workmen or laborers employed for the work contemplated by the service agreement, and showing all authorized deductions, if any, from unpaid wages actually earned.

The Contractor and each subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the service agreement shall pay each and every one of his employees engaged in such work or any part thereof the full and proper wage without any deduction or kickback whatever, excepting such deductions as are made mandatory by law. Payment to each and every employee shall be made not less often than once per week and shall be made in cash, unless payment by check is authorized by certificate of the Commissioner of Labor of the State of New York as provided by law.

Required Insurance

As specified in Schedule A attached.

References

A minimum of three (3) references must be submitted with all proposals.

Payment

Payment will be made by the Town to the Contractor after the satisfactory completion of all of the work and its acceptance by the Town. Payment shall be made after the submission of a properly itemized claim by the Contractor (including supporting documentation) to the Town. All claims submitted by the Contractor for payment shall be subject to audit and approval by the Town.

Request For Proposal

I/We hereby propose to furnish all labor, materials, insurance and equipment, in accordance with the proposal for installation of wood guardrails in Reis Park, 82 Primrose Street, Katonah, NY.

Proposals will be received by the Town of Somers in person or by mail until 4:00 p.m. Friday, April 26, 2019 at the Office of the Town Clerk of the Town of Somers, Town House, 335 Route 202, Somers, New York, 10589.

Cost of Materials: \$ _____

Cost of Labor: \$ _____

Incidentals: \$ _____

Please list Incidentals

Total Cost: \$ _____

(written in numbers)

(written in words)

Project Start Date _____

Project Completion Date _____

Company Name _____

License # _____

Mailing Address _____

Telephone # _____

Facsimile _____

Email _____

Contact name _____

Title _____

Signature _____

Dated _____

Non-Collusive Certification

Made pursuant to Section 103-d of the New York State General Municipal Law, as amended

A. By submission of this Proposal, each Proposer and each person signing on behalf of any Proposaller certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor; and

(2) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the opening, directly or indirectly, to any other Proposer or to any competitor; and

(3) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

B. A Proposal shall not be considered for award nor shall any award be made where Sections A (1), (2) and (3) above have not been complied with, provided, however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the Proposal a signed statement that sets forth in detail the reasons therefore. Where Sections A (1), (2) and (3) above have not complied with, the Proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Proposer (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being Proposal, does not constitute, without more, a disclosure within the meaning of Section A (1).

Legal Name of Person, Firm or Corporation

Address of Person, Firm or Corporation

Signature: _____

Print Name & Title: _____ **Dated:** _____

Statement of Qualifications

1. The following is a list of places where the Contractor has performed work of similar character and magnitude, together with references:

Description of Work	Cost	Name and Phone of
<u>Location & Date of Completion</u>	<u>(Approximate)</u>	<u>Engineer or Owner</u>

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____

2. The full names and places of residences of all officers and principals in the Proposal entity of the foregoing proposal are as follows:

Name	Address
_____	_____
Name	Address
_____	_____
Name	Address
_____	_____

3. A minimum of three (3) references including contact name and phone number must be submitted with the Proposal.

1. _____
2. _____
3. _____

Schedule A
Insurance and Indemnification

1. Prior to commencing work, the Contractor shall obtain, at its own cost and expense, the required insurance from insurance companies licensed and admitted in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Town of Somers ("Town"), subject to the approval of the Town. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Supervisor, Town of Somers by registered mail, return receipt requested, for all of the following stated insurance policies. Any adjustments in the coverage's set forth below will require the prior written approval of the Town. All notices shall name the Contractor and identify the Agreement.

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

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

2. The Contractor shall provide proof of the following insurance coverage:

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

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form C-105.2 in duplicate. A copy of form C-105.2 is sent to the Workers' Compensation Board, Information Unit for investigation and report.)

If the employer is self-insured for Worker's Compensation, he should present a certificate from the New York State Worker's Compensation Board evidencing that fact.

(b) **Employer's Liability Insurance** with a minimum limit of \$1,000,000.

(c) **General Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$1,000,000 for property damage or a combined single limit of \$2,000,000. The **General Liability Insurance policy shall name the Town of Somers as an additional insured** using ISO endorsement form CG 20 10 or its equivalent and ISO endorsement CG 20 37 or its equivalent Coverage

shall be evidenced using Acord 25 (2014/01) including the **ACORD 855 NY (2014/05) addendum**. Policy shall not contain any exclusions regarding building height, type of construction or location nor shall it exclude claims involving injury to employees of the named insured or subcontractor. Coverage shall be primary and noncontributory using ISO Form CG 20 01. This insurance shall indicate on the certificate of insurance the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-contractor.
- (iv) Products and Completed Operations.
- (v) Per project aggregate

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

(d) **Automobile Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$1,000,000 per occurrence for property damage or a combined single limit of \$2,000,000. This insurance shall include a bodily injury and property damage the following coverages.

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

(e) **Umbrella Liability** with a minimum limit of liability per occurrence of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

(f) If work involves use or removal of hazardous materials, Contractor shall carry and provide evidence of insurance showing pollution coverage with a limit of not less than \$5,000,000.00. Policy shall be endorsed to name the Town of Somers as additional insured.

3. All policies and certificates of insurance of the Contractor shall be subject to and shall contain the following clauses:

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

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

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

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

4. The Contractor shall protect, defend, indemnify and hold the Town of Somers, its boards, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement

and/or the performance hereof; without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agreed to bear all other costs and expenses related thereto, even if it (claims, etc.), is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town, or its employees. This paragraph shall survive any termination or completion of performance of this Agreement.

Sent to:
TB, TA, TC
4/8/19
KD

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

OFF: (914)-232-8441
FAX: (914)-232-8548

Steven Ralston
Superintendent



March 29, 2019

To: Town Board

From: Steven Ralston 
Superintendent of Parks and Recreation

Re: Request for Approval

Request permission to accept with gratitude a \$2,500.00 donation from the Somers Women's Club to provide scholarships for Day Camp participants.

C: Town Clerk
Park Board
Director of Finance

Sent to:
TB, TA, TC
4/9/19
KD

Kim DeLucia

From: Tammi Savva
Sent: Thursday, April 4, 2019 11:59 AM
To: Kim DeLucia
Subject: Town Board Agenda Item for April 11, 2019 | Konica Minolta - Managed Print Services
Attachments: Town of Somers - Site Agreement - Supported Devices.pdf; KMBS+Site+Agreement_v15 - Town of Somers_UPDATED.pdf

Hi Kim,

Attached is the site agreement from Konica Minolta Business Solutions for the Managed Print Services. This service will reduce our monthly costs related to the laser printers located at the Town House and Annex. The service includes all parts, toners, supplies (not paper), on-site repair, maintenance service and device replacement. The total cost per month for 36 months is \$210.00 with an allowable print volume of 10,000 pages per month (.021 / page additional).

I request for this item to be placed on the April 11, 2019 Town Board Meeting Agenda.

Thank you,

TAMMI SAVVA
SENIOR OFFICE ASSISTANT
OFFICE OF SUPERVISOR RICK MORRISSEY
TOWN OF SOMERS
335 ROUTE 202
SOMERS, NY 10589
PHONE: 914-277-3637
FAX: 914-276-0082
WWW.SOMERSNY.COM

Supported Equipment – Supported equipment inventory list is provided in Attachment Schedule A (Consult App-generated Asset Listing) or the supported equipment list below. If additional space is required, please complete a 'KMBS Site Agreement Schedule B'. KMBS will provide services on the products/models specified in Schedule A and/or B.

Device Type	Make	Model	Serial No.	Special Consideration
See Attached Spreadsheet				

Customer Approval: Customer's signature below acknowledges Customer's consent to 'KMBS Standard Maintenance Terms and Conditions – Schedule A (Updated December 1, 2018)', available in hardcopy upon request or online at <https://kmbs.konicaminolta.us/MaintenanceTerms-N04D>, terms of which are incorporated into this agreement. Customer agrees to provide resources required by KMBS to fulfill the contracted services including physical space, network access and qualified personnel to assist where needed. Coverage listed on this agreement is contingent on acceptance by Konica Minolta Business Solutions U.S.A., Inc.

Comments
Price includes Standard Shipping and No Escalations. For Covered Sites information, please see attached spreadsheet (for internal use). Program effective 10 calendar days after receipt of signed agreement.

Customer Approval – please sign below
Name
Signature
Title
Date

KMBS Sales Executive – please sign below		KMBS Management Approval – please sign below	
Name	Eric Lentz	Name	Michael Cooney
Signature		Signature	
KMBS Employee ID	121254	Title	Branch General Manager
Date	04/01/2019	Date	04/01/2019

Footnotes: 1. Please review program documentation for full details and limitations. 2. KMBS standard offering is monthly flat rate or CPP base with quarterly overage billing where applicable. Pricing is for the first twelve months of the term. 3. Thermal/Lab: I Printer flat rate programs are for service/support and exclude papers, labels, and thermal print heads.

Device Type	Make	Model	Serial No.	Special Consideration
MFP	BROTHER	MFC-L5700DW	U64238J6N288493	
SFP	BROTHER	HL-5370DW	B9J154997	
MFP	BROTHER	MFC-8480DN	B1J667429	
MFP	BROTHER	MFC-8480DN	G0J429013	
SFP	HEWLETT-PACKARD	LASERJET PRO M402DN	PHB5B00110	
SFP	HEWLETT-PACKARD	LASERJET 4100	USJNG29444	
SFP	HEWLETT-PACKARD	LASERJET P3015	VNBCC6H0MM	
SFP	HEWLETT-PACKARD	LASERJET 4050	USBB349385	
SFP	HEWLETT-PACKARD	LASERJET P2055DN	CNB9716579	
SFP	HEWLETT-PACKARD	LASERJET 2300	CNBGG02810	
SFP	HEWLETT-PACKARD	LASERJET 4050	USBB341369	
SFP	HEWLETT-PACKARD	LASERJET 4100TN	USLNI17001	

Sent to:
TB, TA, TC
4/8/19
ED



MICHAEL A. GALANTE
MANAGING PRINCIPAL

DAVID H. STOLMAN
AICP, PP, PRINCIPAL

350 THEO. FREMD AVE.
RYE, NEW YORK 10580
914 967-6540
FAX: 914 967-6615

CONNECTICUT
203 255-3100

HUDSON VALLEY
845 297-6056

LONG ISLAND
516 364-4544

www.fpclark.com

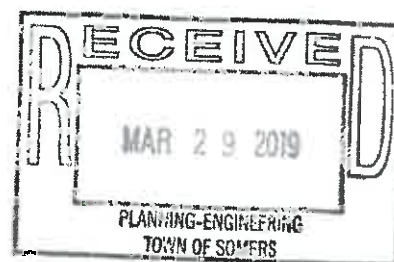
email@fpclark.com

FREDERICK P. CLARK ASSOCIATES, INC.

PLANNING, TRANSPORTATION, ENVIRONMENT AND DEVELOPMENT
RYE, NEW YORK FAIRFIELD, CONNECTICUT

A Hardesty & Hanover company - www.HardestyHanover.com

March 25, 2019



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

Subject **Second Proposal to Provide Traffic Consulting Services –
Review of Repurposing of Former IBM Campus, Somers, New
York**

Dear Ms. Dym:

As requested, we have prepared this second proposal to continue to provide our services to the Town in reference to the former IBM Campus to be converted to a Private Boarding School.

Scope of Services

To date, we have reviewed preliminary information, with regard to traffic and parking from the Applicant's Traffic Consultant and will continue reviewing the full Traffic and Parking Study when submitted by the Applicant.

We will work with the Town's schedule to complete these reviews and present our findings both in a letter and, as appropriate, meetings with the Town Board and others.

Schedule and Fee

We will continue to provide our services on an hourly basis. A budget of up to \$6,000, plus out-of-pocket expenses, will be needed to continue this review and provide findings to the Town. This budget includes our attendance at one evening public hearing. All other day meetings, conference calls and evening hearings will be billed on an hourly basis in addition to the above budget. A copy of our current Schedule of Hourly Charges for 2019 is attached.

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PLANNING, TRANSPORTATION, ENVIRONMENT AND DEVELOPMENT
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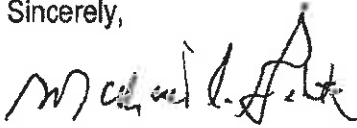
Ms. Syrette Dym, AICP

Page 2

March 25, 2019

If you agree with this proposal, please indicate your authorization in the space provided below and return a copy of the last page to my attention.

Sincerely,



Michael A. Galante
Managing Principal

Enclosure

Our fee to complete this Study, as described above, will be up to \$6,000, plus out-of-pocket expenses. This fee includes our attendance at one evening public hearing. All other day meetings, conference calls and evening hearings will be billed on an hourly basis in addition to this fee.

Accepted By _____

Date

Typed or Printed Name and Organization (Required)

Address

Telephone

Fax

Email Address



FREDERICK P. CLARK ASSOCIATES, INC.

PLANNING, TRANSPORTATION, ENVIRONMENT AND DEVELOPMENT
RYE, NEW YORK FAIRFIELD, CONNECTICUT

MICHAEL A. GALANTE
MANAGING PRINCIPAL

DAVID H. STOLMAN
AICP, PP, PRINCIPAL

350 THEO. FREMD AVE.
RYE, NEW YORK 10580
914 967-6540
FAX: 914 967-6615

CONNECTICUT
203 255-3100

HUDSON VALLEY
845 297-6056

LONG ISLAND
516 364 4544

www.fpclark.com

e.mail@fpclark.com

2019 Standard Schedule of Hourly Charges

Managing Principal and Principal:	\$235
Principal Engineer and Senior Associates:	\$195-\$215
Associates:	\$165-\$185
Senior Computer Graphics Specialist:	\$151
Computer Graphics Specialists:	\$140
Interns:	\$68-\$88

The above charges are inclusive of all secretarial, clerical and administrative services, local telephone, postage and other customary overhead expenses. Costs of such items as the printing and reproduction of reports and maps, priority mail charges, telecopier services, travel, field surveys, etc. will be invoiced separately in addition to the above rates at actual cost plus a 15% administrative servicing charge.

Hourly charges for court appearances to present expert testimony will be 1.5 times those stated above.

j:\docs2\proposals\2019 proposals\somers 2019 rates.dhs.docx

Sent to
TB, TA, TC 4/10/19 KD

O V E R V I E W

 CodeRED™

CodeRED provided by OnSolve is the leading provider of emergency notification and alerting for the public sector. Using CodeRED, government agencies of all types can easily deliver geo-targeted, time-sensitive information to any individual opting into the service using voice, email, SMS, IPAWS and more. With the longest history of successful implementations and innovation in the industry, CodeRED is relied upon by thousands of clients throughout North America to deliver their critical communications. The fully redundant platform can deliver millions of messages at a time through a technology backbone that provides the highest levels of reliability and speed in the industry.



Frequently Asked Questions

What Can you do with the CodeRED Emergency Notification Solution:

Easily create time-saving predefined scenarios that align with your emergency communication plan

Rapidly create voice, text and email messages

Send emergency alerts through virtually any communication channel, including:

- Mobile and traditional phones
- Email
- Text Message (SMS)
- The CodeRED Mobile Alert App
- IPAWS (WEA, EAS, NWEM, COG-to-COG and Public Feeds)
- Social media
- Indoor/outdoor sirens
- Digital signage
- Desktop computers
- RSS feeds on websites

Receive and analyze vital feedback from message recipients

Track all notification activities in online reports for auditing and after-action reporting

Create IPAWS alerts through core distribution channels to dramatically increase reach

Automate severe weather warnings based on official bulletins from the National Weather Service

Why Do You Need an Emergency Notification Solution

In an emergency situation, an effective mass notification solution does more than protect individuals and keep them safe. It also gives residents a sense of confidence. They understand where to go when they need information about local hazards and impending emergencies.

With an Emergency Notification Solution you can:

- Distribute time-sensitive information to the community quickly and receive near-immediate feedback
- Target messages to recipients in a specific geography based on their current location
- Send messages through multiple channels (text, email, voice or social media) for fast delivery on any device
- Message citizens and stakeholders regardless of their location
- Reach non-English speaking citizens (messages are auto-translated)

What is CodeRED and what is it used for?

CodeRED is a product offered by OnSolve, the market leader in mass notification, emergency alerting and collaboration tools. CodeRED is the premier OnSolve solution developed specifically for local public safety personnel. It's used to notify residents and businesses through a variety of channels of time-sensitive information, emergencies, or urgent notifications. The system can reach millions of individuals in minutes to ensure information such as evacuation notices, missing persons, inclement weather advisories, and more are quickly shared.



FAQs

In what types of situations is CodeRED used?

CodeRED was designed to provide a one-stop, full-service, SaaS solution that can be used across several departments and agencies. With a single implementation, CodeRED can be used to send alerts regarding:



EMERGENCY MANAGEMENT

- Chemical spills and HAZMAT incidents
- Imminent threat alerts
- Police activity and updates
- Severe weather warnings



LAW ENFORCEMENT

- Missing and endangered children
- Missing elderly, disabled, or at-risk individuals
- Evacuation notices
- Lockdown advisories/shelter in place
- Sexual predator alerts
- Neighborhood crime alerts



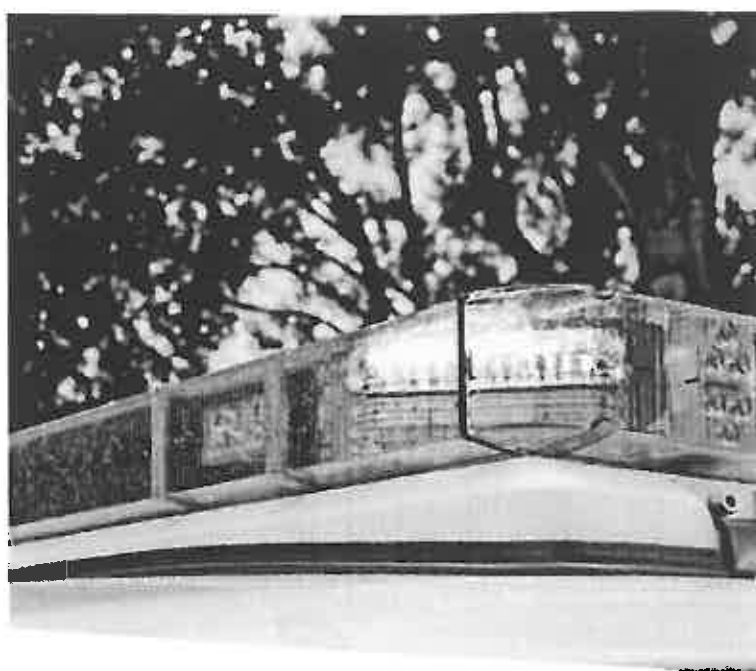
FIRE DEPARTMENT

- Evacuation notices and routes
- HAZMAT emergencies
- Gas leaks
- Preventative outreach



HEALTH DEPARTMENT

- Drinking water contamination
- Flu pandemics
- Viral outbreaks
- Educational outreach



PUBLIC WORKS AND UTILITY

- Planned power/water outages
- Evacuation routes
- Street closures
- Boil water advisories
- Dam/levee breaks



ADMINISTRATION AND ELECTED OFFICIALS

- General government information and schedules
- Event instructions/guidance
- Voting reminders and polling locations
- Community meeting notices



INTERNAL COMMUNICATIONS

- First responders and dispatch situational awareness
- Field operative updates
- Elected officials and public incident notification information officers (PIO) incident notifications



One Software Platform for
Community Engagement + Emergency Management Together



ACTIVE
SHOOTER



MISSING
PERSON



HAZMAT



COMMUNITY
EVENTS



SEVERE
WEATHER



BOIL
WATER



TRAFFIC
INCIDENT

SEND



TEXT



EMAIL



VOICE



MOBILE
APP



IPAWS



EVERBRIDGE
NETWORK



WEBPAGE



FACEBOOK



TWITTER



GOOGLE
ALERTS

" To engage the public wherever they are when it matters most - that's what Nixle does for us. "

CHARLIE BECK
LOS ANGELES POLICE CHIEF

Everbridge Nixle has **600** employees dedicated to
HELP YOU INFORM AND PROTECT YOUR RESIDENTS

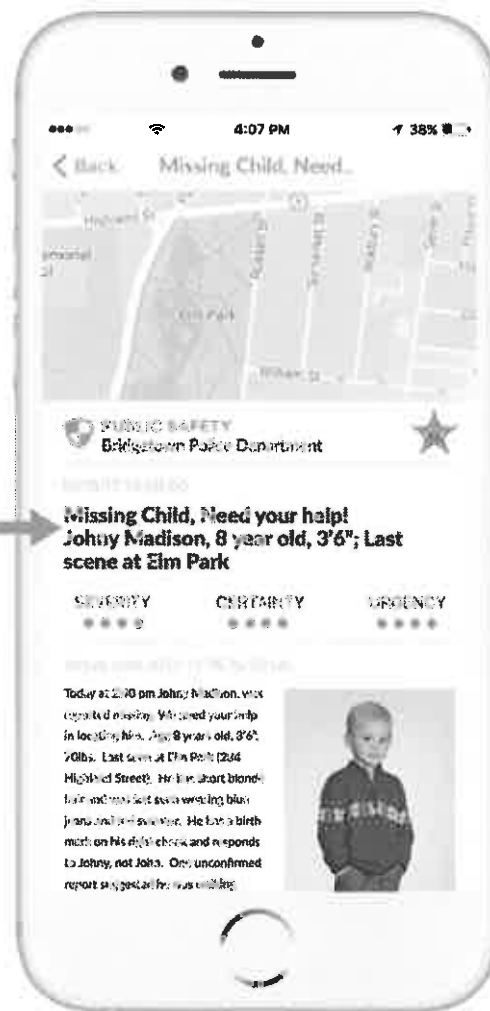
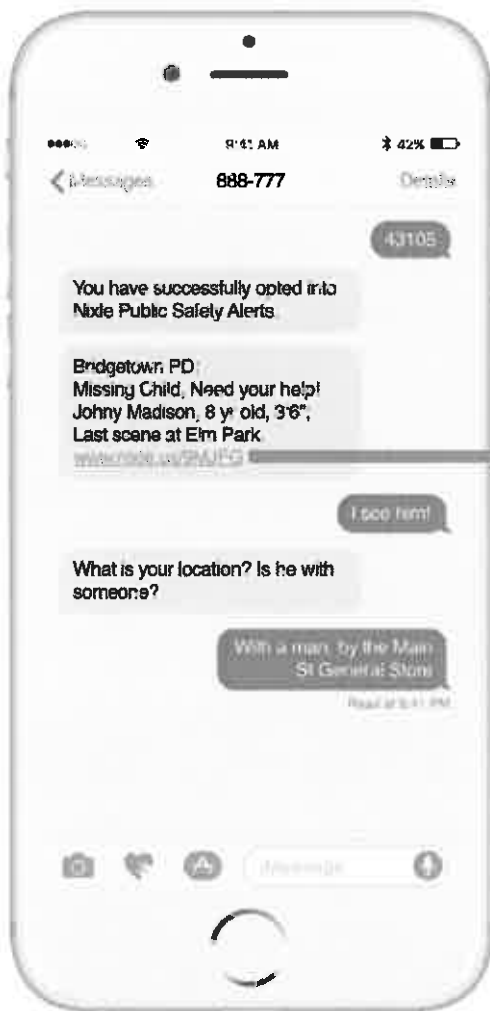


VISIT: WWW.NIXLE.COM
CALL: +1-877-639-5362

GOOGLE+NIXLE+YOU

Nixle is the **first and only** commercial public safety service to partner with Google, **increasing your reach by millions**

- + Unlimited text, email & Web Messaging
- + Unlimited voice minutes
- + Facebook, Twitter & YouTube posting
- + IPAWS Publication
- + Integrated Tipping Platform
- + National Weather Service (NWS) alerts
- + Agency Smart Phone App
- + FOIA Reporting
- + Website Integration
- + Easy text message opt-in
- + Keywords for targeted Messaging
- + GIS targeting of households and neighborhoods



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

Rick Morrissey

From: Rick Morrissey
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.

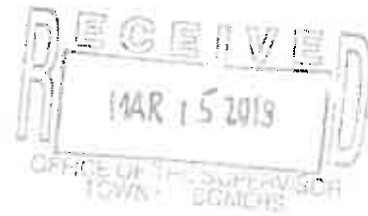
I would like to serve on the Parks Board for another term. I'm finally feeling that I have a handle on it.

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,


Arnie Guyot

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
4/9/19
HD

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 29, 2019

To: Town Board

From: Steven Ralston 
Superintendent of Parks and Recreation

Re: Staff Request

Request permission to hire:

Ian Tierney
Seasonal Office Assistant
\$14.00 per hour
Start Date 5/13/2019

Thank you for your consideration

C: Park Board
Director of Finance
Town Clerk

Sent to:
TB, TA, TC
4/8/19
KD

Kim DeLucia

From:
Sent: Friday, March 29, 2019 12:42 PM
To: Kim DeLucia
Subject: Parks board

Kim, am interested in re-upping to be on the Parks board. Any questions call me or email me, thanks

Chris McCormack

Sent from my iPhone

Sent to:
B, TA, TC
1/18/19
KD

Kim DeLucia

From: Denise Schirmer
Sent: Friday, April 5, 2019 4:48 PM
To: Kim DeLucia
Subject: Fw: SEEC resignation

Hi Kim,

For the Town Board agenda.

Thank you.

Denise

From:
Sent: Friday, April 5, 2019 4:42:41 PM
To: Denise Schirmer; Richard Clinchy
Subject: SEEC resignation

Due to my appointment on the Town's planning board, must resign my appointment to the Energy Environment Committee effective 2pm April 8th, 2019.

I would like to remain member with non voting rights if that is at all possible.

Chris Zaberto.

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

PLANNING AND ENGINEERING DEPARTMENTS


Telephone
914 277-5556
Fax
914 277-1098

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
935 ROUTE 902
SOMERS, NY 10539
town@somerny.com

Steven Wocle
Principal Engineering Technician
swocle@somerny.com

Suzette Dunn, AICP
Town Planner
sdunn@somerny.com

Date: March 26, 2019
To: Director of Finance T10(914)
From: Wendy Getting 
Senior Office Assistant

R

110

Attached is a check in the amount of \$35,000.00 posted by Artis Senior Living, LLC,
STE 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
335 ROUTE 302
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
Senior Office Assistant

RE: Erosion Control Bond
Manteau/Bedford Poolscapes, Inc. Wetland and Stormwater Management
and Erosion and Sediment Control Permit
TM: 43.13-1-27

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
335 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: 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

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Telephone
(914) 277-5566
Fax
(914) 277-0095

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syreille Dam, 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 860-279-7768

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 Mattic / Nordic)
Bond No: S290433
Billing Term: 02/02/19 to 02/02/20
Bond Limit: \$10,614.00

Dear Mr. Enrico DiNardo:

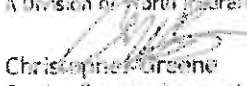
Enclosed you will find the renewal invoice for the above bond for the renewal term. Since your bond is continuous in nature, no actual renewal is issued; however, it is billed annually at the anniversary date.

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 203, Rocky Hill, CT 06067
(860) 372-4166 • Fax (860) 372-4160 • www.worldins.net

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

PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
855 ROUTE 209
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 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

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

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

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

SW/wg

cc: Town Clerk
Director of Finance
Donald Capoccia

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

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers

WESTCHESTER COUNTY, N.Y.

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

SOMERS TOWN HOUSE
335 ROUTE 292
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

SW/wg

cc: Town Clerk
Director of Finance
Louis Ekaireb

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

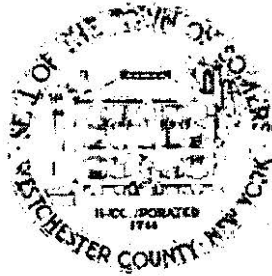
PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-3866
Fax
(914) 277-4099

Town of Somers
WESTCHESTER COUNTY, N.Y.

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


Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Suzette Davis, AICP
Town Planner
sdavis@somersny.com

Date: March 26, 2019

To: Town Board

From: Steven Woelfle 
Engineering

RE: Weisenburger Stormwater Management and Erosion and Sediment
Control and Tree Preservation Permit #ASN/ESCT/2015-35
EIA: 16.10-1-11 3:45
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

11040

SW/wg

cc: Town Clerk
Director of Finance
Paul Weisenburger

Sent to:
TB, TA, TC
4/8/19
KD

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

SOMERS TOWN HOUSE
335 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 29, 2019

To: Director of Finance T10(910)

From: Wendy Getting *WJG*
Senior Office Assistant

RE: **Merritt Park Subdivision**
TM: 5.20-1-1
Performance Bond

The remaining portion of the required improvements is limited to the installation of the roadway asphalt top course.

Therefore, attached is a check in the amount of \$31,000.00 posted by Mancini Building Corp., 8 Elide Road, Katonah, NY 10536 in payment of a Performance Bond for Merritt Park Subdivision.

Please deposit into a Trust & Agency Account.

Att.
cc: Town Board
Town Clerk

sent to:
TA, TC
3/5/19
RD

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

Seal 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 ROCHERMAN 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

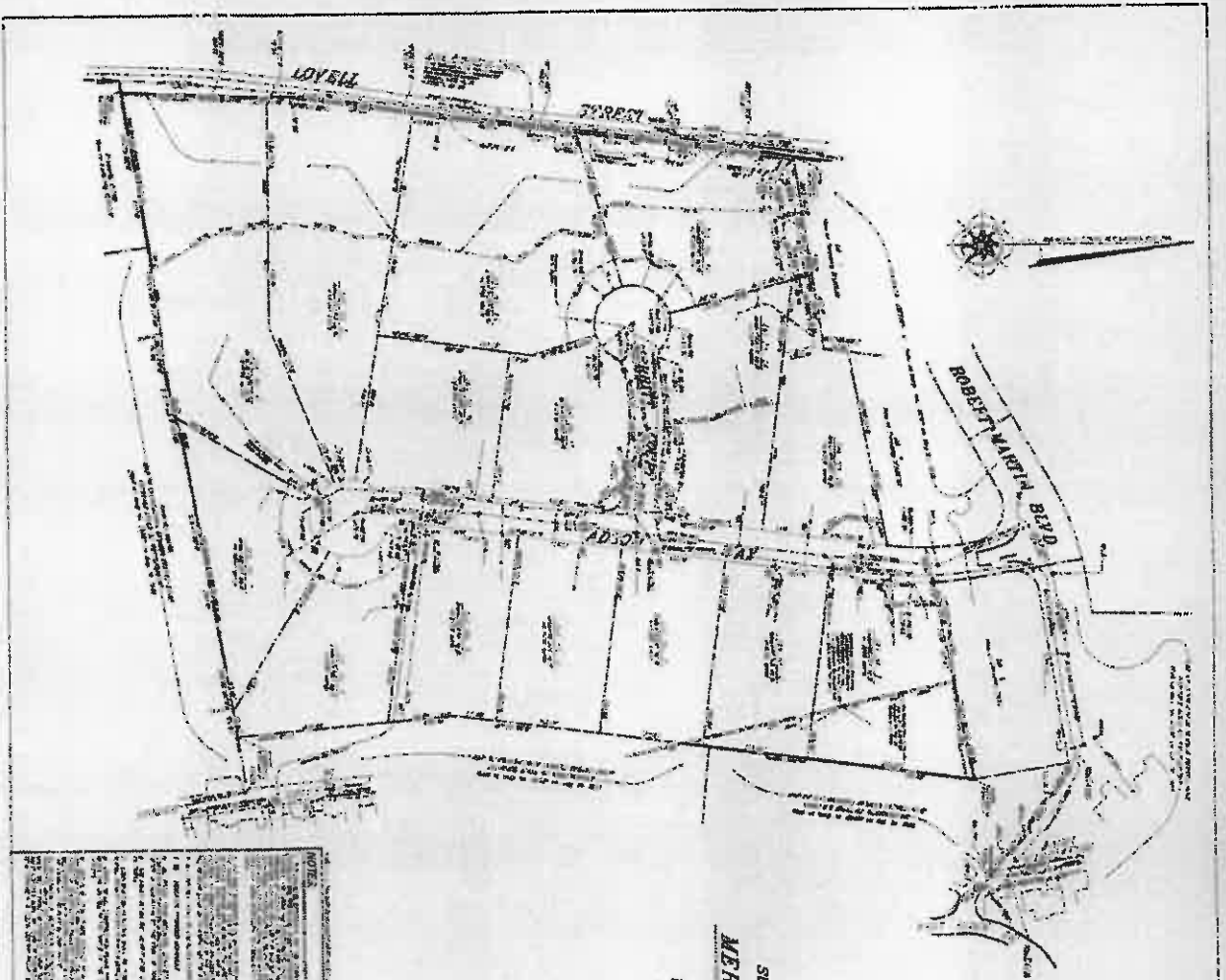
Mr. Steve Woelfle

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



PROPOSED LOT 47, 48, 49, 50

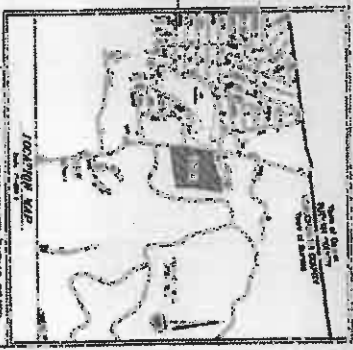
EXISTING TAX MAP IDENTIFICATION

Lot	Area (Acres)	Area (Sq. Ft.)	Area (Sq. Yds.)
47	0.10	4,356	1,000
48	0.10	4,356	1,000
49	0.10	4,356	1,000
50	0.10	4,356	1,000

SUBDIVISION OF PROPERTY
MERRITT PARK ESTATES

TOWN OF SOMERSET
WESTCHESTER COUNTY, NY

Lot 47, 48, 49, 50
 0.40 Acres
 17,424 Sq. Ft.



NOTES

1. The area shown on this map is the same as the area shown on the map of the Town of Somerset, Westchester County, NY, dated 1980.

2. The area shown on this map is the same as the area shown on the map of the Town of Somerset, Westchester County, NY, dated 1980.

NOTES

3. The area shown on this map is the same as the area shown on the map of the Town of Somerset, Westchester County, NY, dated 1980.

4. The area shown on this map is the same as the area shown on the map of the Town of Somerset, Westchester County, NY, dated 1980.

APPROVED BY THE TOWN BOARD OF
TOWN OF SOMERSET

APPROVED BY THE TOWN BOARD OF
TOWN OF SOMERSET

ENGINEERING STUDY & DESIGN BY

ENGINEERING STUDY & DESIGN BY

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	

S:\MATTERS\Madrid\00470\Madrid Park\001\Drawings\Conservation Easement Rev 3-12-19.dwg

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.

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

Telephone
(914) 277-3539

FAX
(914) 277-3790

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

TOWN HOUSE
ANNEX
337 ROUTE 202
SOMERS, NY 10589

Thomas J. Tooma, Jr.
Building Inspector



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
KD

INTEROFFICE MEMORANDUM

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

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

See attached letter of intent.



George Latimer
County Executive

Department of Senior Programs and Services

Mae 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

Mimi Carpenter
Commissioner

March 26, 2019

Ms. Barbara Taberer
Director, Somers Senior Services
Town of Somers
P.O. Box 236
Lincolndaie, 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 914-813-6058 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
3/15/19
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

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 be "KC", 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.

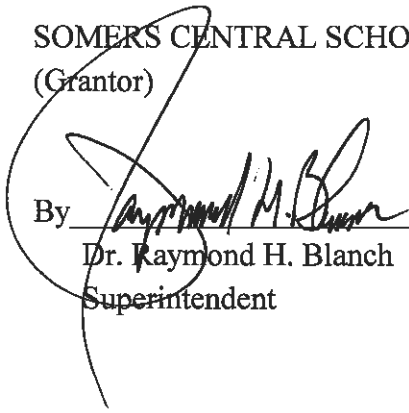
Grantee may, at its expense, record this Easement Agreement in the Office of the Clerk of the County of Westchester, and shall provide Gantor with conformed copies of the recorded instruments, as well as executed originals of all documents.

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.



Notary Public

Nancy Corrado
Notary Public, State of New York
Notary ID #1008038374
Westchester County
March 13, 2022

EXHIBIT A

Highway Improvement Plans for Somers Crossing

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.

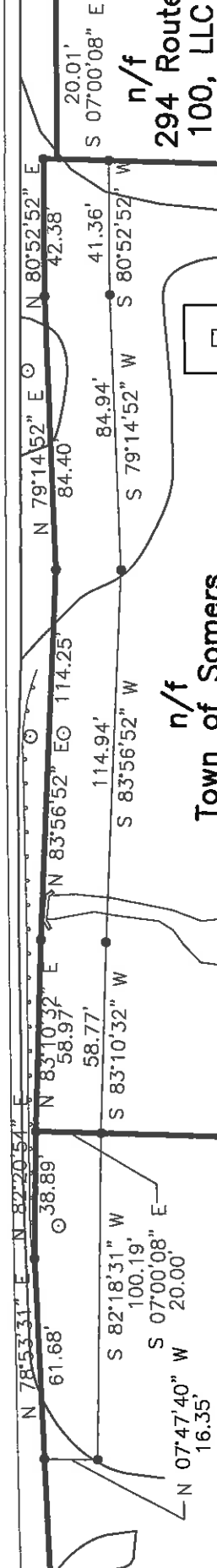
Easement Exhibit

*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



n/f
Town of Somers
Volunteer Fire Department

n/f
School District No. 1
of the Town of Somers

n/f
294 Route
100, LLC

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

)

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

3

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 #01C06038374
Qualified in Westchester County
My Commission Expires March 13, 2022

Nancy Conradi
Notary Public

EXHIBIT A

Highway Improvement Plans for Somers Crossing

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

MASTER

These drawings are to be used for the construction of the project described in the title block. They are to be used in conjunction with the specifications and the contract documents. The engineer is responsible for the accuracy of the drawings and the contractor is responsible for the accuracy of the construction.

PROJECT

U.S. ROUTE 202
TOWN OF SOMERS
WESTCHESTER COUNTY
NEW YORK

DESIGNER

PAUL J. GRADY
1000 ROUTE 202
SOMERS, NEW YORK 10589

CONTRACTOR

U.S. ROUTE 202, INC.
1000 ROUTE 202
SOMERS, NEW YORK 10589

DATE

7 of 10

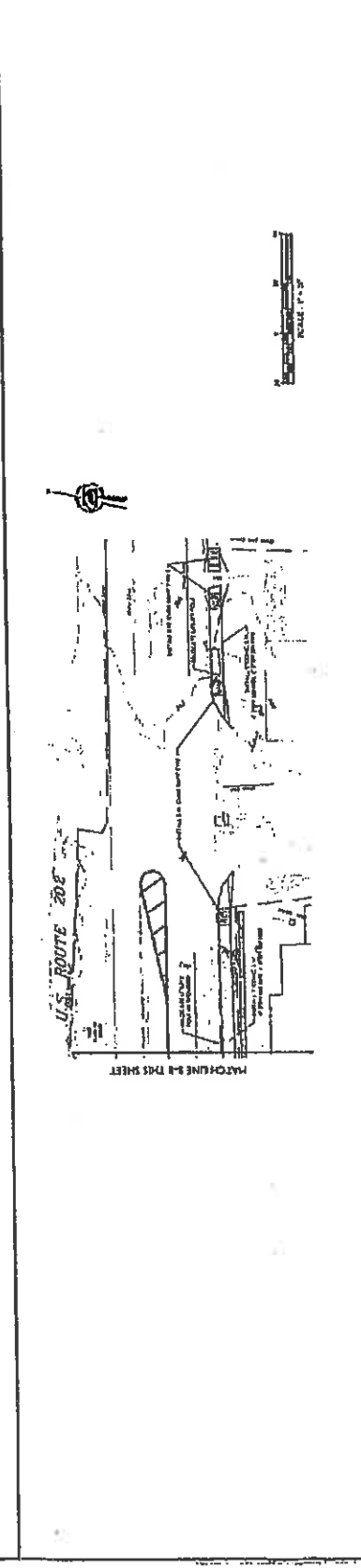
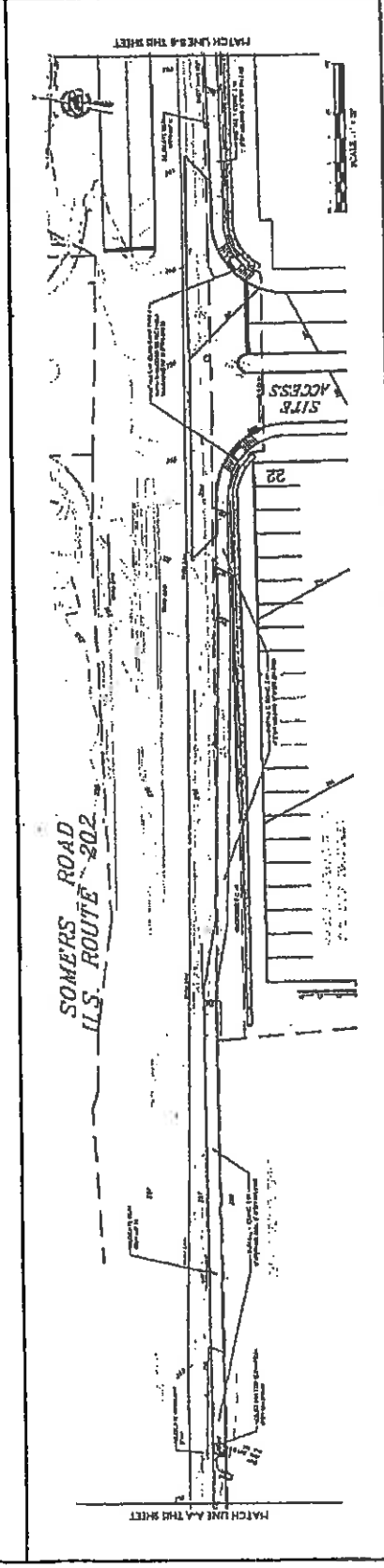
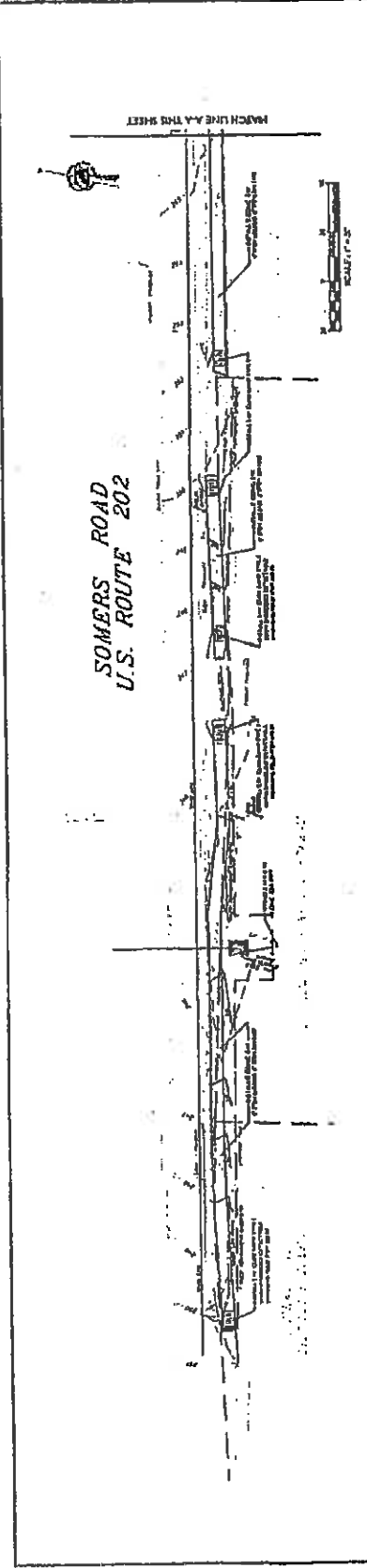


EXHIBIT B

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.

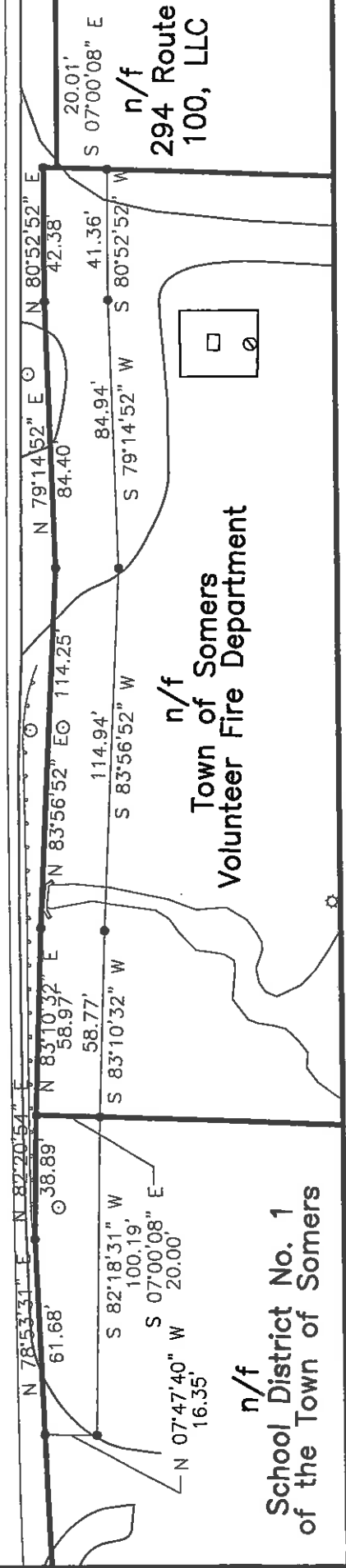
Easement Exhibit

*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





**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 align="center">month</td> <td align="center">day</td> <td align="center">year</td> </tr> </table>	3	7	2019	month	day	year	Percentage of real property conveyed which is residential real property <u>0</u> % (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)

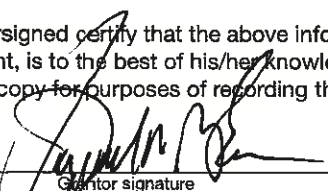
1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- ☐ The transfer of real 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