

OFFICE OF THE SUPERVISOR

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

RICK MORRISSEY
SUPERVISOR



**SOMERS TOWN BOARD
REGULAR MEETING - 7:00pm
THURSDAY, FEBRUARY 13, 2020
www.somersny.com**

I. PLEDGE OF ALLEGIANCE:

7:00pm Regular Meeting

II. ROLL CALL:

III. PUBLIC HEARINGS:

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

IV. APPROVAL OF MINUTES:

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

SOMERS TOWN BOARD
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VI. BUSINESS OF THE BOARD:

A. PARKS & RECREATION: No additional business.

B. TOWN BOARD:

1. Authorize the Supervisor to execute the following:
 - a. The proposal from Bee & Jay Plumbing for the installation of a complete water treatment system to protect the internal plumbing and heating equipment in the Town House per memo dated February 5, 2020 from Thomas J. Tooma, Building Inspector.
 - b. The amendment to increase funding by an additional \$3,396.00 for the Title IIIC-1, IIIC-2 and NSIP funding contracts for Nutrition Services provided by the Town of Somers for the period beginning January 1, 2019 and continuing through December 31, 2019 per memo dated February 7, 2020 from Barbara Taberer, Nutrition Program Director.
 - c. The Letter of Intent to participate in the Westchester County Hazard Mitigation Plan Update Project.
 - d. The proposal from Sterling Appraisals Inc. for preparing an appraisal for assessment purposes of 294 Route 100, Part of Former IBM Property, Town of Somers, NY in the amount of \$7,250.00 to be paid from the applicant's consultant reimbursement escrow account per referral from Roland Baroni, Town Attorney.
2. Somers Sewer District #2 Formation - Discussion

C. FINANCIAL:

1. Authorize 2019 Budget transfers and modifications per memo dated February 7, 2020 from Robert Kehoe, Director of Finance.

D. HIGHWAY: - No additional business.

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E. PERSONNEL:

1. Current Vacancies:

- a. Affordable Housing Board (1- 2-year term ending 7/11/2020.)
- b. Affordable Housing Board (2- 2-year terms ending 7/11/2021.)
- c. Library Board of Trustees (1 – 4-year term ending 12/31/2023.)
- d. Partners in Prevention (4 – 3-year terms ending 12/31/2022.)
- e. Partners in Prevention (2 – 3-year terms ending 12/31/2020.)

2. Upcoming Vacancies - Terms Expiring in 2020:

- a. Architectural Review Board (4-3-year terms ending 3/31/2020.)
- b. Parks and Recreation Board (4–3-year terms ending 3/9/2020.)

F. PLANNING & ENGINEERING: No additional business.

G. POLICE: - No additional business.

H. CONSENSUS AGENDA:

- 1. Authorize the return of the following Bond per January 17, 2020 and January 24, 2020 memos from Steven Woelfle, Principal Engineering Technician.
 - a. \$56,694.00 Erosion Control Bond, Crossroads at Baldwin Place Limited Partnership, TM: 4.20-1-3.1
 - b. \$300.00 Erosion Control Bond, Bedford Poolscares Inc., TM: 48.13-1-27
- 2. Authorize the Supervisor to execute the following:
 - a. The proposal for the purchase of a new Canon TX-3000 MFP – 36” plotter-scanner-copier under the NYS Contract in the amount of \$7,500 +/- or payments can be made on a 60-month interest free purchase plan of \$124.43 a month per memo dated January 29, 2020 from Steven Woelfle, Principal Engineering Technician.
 - b. The renewal extension clause in the Bee & Jay Plumbing and Heating Corp. contract allowing the Town to reserve the right to extend the contract for up to an additional two (2) years with no more than a 2% increase per year per memo dated January 24, 2020 from Thomas J. Tooma, Building Inspector.

SOMERS TOWN BOARD
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- c. The Tax Collection Upgrade Proposal from Software Consulting Associates in the amount of \$9,800.00 per email dated January 16, 2020 from Michele McKearney, Receiver of Taxes.
 - d. The SCA Tax Billing On-Line Payment System Proposal for Town Tax Collection Proposal from Software Consulting Associates at no cost per email dated January 16, 2020 from Michele McKearney, Receiver of Taxes.
 - e. The Master Municipal Multi-Modal (MM) Capital Project(s) Agreement for reimbursement in the amount of \$25,000.00 for resurfacing Plum Brook Road from NYS Route 138 to approximately 875 feet West of Route 138 per referral from Syrette Dym, Director of Planning.
- 3. Authorize the solicitation of Request for Proposals for a two-year service contract for emergency and non-emergency electrical work per memo dated January 24, 2020 from Thomas J. Tooma, Building Inspector.
 - 4. Approve applying for yearly memberships for ELLA (Environmental Leaders Learning Alliance) - \$100.00 and NYSACC (New York State Association of Conservation Commissions) - \$75.00, allowing all Town sanctioned Committees/Boards to be eligible to participate in these organization's offerings per memo dated February 3, 2020 from Denise Schirmer, Secretary, Zoning Board of Appeals.
 - 5. Schedule a Public Hearing for the placing of No Parking Signs in Avalon for March 12, 2020.
 - 6. Schedule a Public Hearing for Amendments to the OB-100 District related to the proposed New Private School for March 12, 2020.
 - 7. Schedule a Public Hearing for Amendments to the Comprehensive Plan Update of 2016 related to the proposed New Private School for March 12, 2020.

SOMERS TOWN BOARD
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2020 Calendar

February 13, 2020	7:00pm	Town Board Regular Meeting
March 5, 2020	7:00pm	Town Board Work Session
March 12, 2020	7:00pm	Town Board Regular Meeting
April 2, 2020	7:00pm	Town Board Work Session
April 9, 2020	7:00pm	Town Board Regular Meeting
May 7, 2020	7:00pm	Town Board Work Session
May 14, 2020	7:00pm	Town Board Regular Meeting

2/11/2020 4:23 PM

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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: Water Treatment System

DATE: February 5, 2020

Please find attached a proposal from Bee & Jay Plumbing for the installation of a complete water treatment system to protect the internal plumbing and heating equipment in the Town House. It is recommended that we move forward with this project.

attachment



PLUMBING & HEATING
MECHANICAL
WATER SYSTEMS

719 ROUTE 6
MAHOPAC, NY 10541
845.628.3924

PROPOSAL

TO:
Town of Somers
Building Department
339 Route 202
Somers, NY 10589

CONTACT:
Phone 914 277 3539
Email dschirmer@somersny.com
Date November 26, 2019

JOB NAME & ADDRESS:
Town House Building
335 Route 202
Somers, NY

SCOPE OF WORK: We propose to furnish the necessary labor and materials to complete the following:

WATER TREATMENT SYSTEM

- Installation of complete treatment system with the following to protect internal plumbing and heating equipment
 - 15 gpm Jumbo Sediment Filter
 - 1.5 cu ft Water Softener Unit
 - 1.5 cu ft Neutralizer Unit
- Repipe water mains to accommodate new equipment and waste main to receive backwash line
- Start up and Test

WE PROPOSE: To furnish material and labor for the sum of.....\$7,955.00

Pricing valid for 90 days from date of contract

ACCEPTANCE OF PROPOSAL

The above price specifications are satisfactory and are hereby accepted.
Payment will be made in accordance with the terms outlined above.

By: _____ Date: _____
(please sign)
Name: _____ Title: _____
(please print)



Sent to:
TB, TC, TA
2/10/2020
KD

INTEROFFICE MEMORANDUM

TO: TOWN SUPERVISOR AND MEMBERS OF THE TOWN BOARD
FROM: PROGRAM DIRECTOR, BARBARA TABERER
SUBJECT: 2019 IIC/NSIP FUNDING
DATE: 2/7/2020
CC: TOWN CLERK AND FINANCE DIRECTOR

Program Director, Barbara Taberer respectfully requests the Town Supervisor execute the Amended IIC-1, IIC-2 and corresponding NSIP funding contracts for period beginning January 1, 2019 and continuing through December 31, 2019.

See attached letter of intent.

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

TOWN CLERK'S OFFICE

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

Town of Somers

WESTCHESTER COUNTY, N.Y.

PATRICIA KALBA
TOWN CLERK

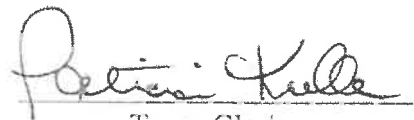


RESOLUTION

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute 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 Taber, Nutrition Program Director.

I hereby certify that the foregoing copy of resolution was unanimously adopted by the Town Board of the Town of Somers at a Regular Meeting held on April 14, 2019.

Dated: April 15, 2019


Town Clerk

Ee: Supervisor
Director of Finance
Cc: Nutrition Program Director

January 27, 2020

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

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

Dear Ms. Taberer:

Attached to the e-mail that was sent with this letter is a blank copy of the amendment to the Title III-C1, III-C2 and Nutrition Services Incentive Program (NSIP) contract for Nutrition Services provided by the Town of Somers for the program period commencing on January 1, 2019 and continuing through December 31, 2019. The contract is being amended to increase funding by an additional \$3,396, comprised of \$1,994 for the III-C1 program and \$1,402 for the III-C2 program due to additional funding provided to the County by the New York State Office for the Aging for the III programs. As a result, the aggregate not to exceed amount of the contract has changed from \$40,064 to \$43,460. Following is the revised breakdown of overall funding allocated to the department for the 2019 program year.

PROGRAM	FEDERAL FUNDS	CONTRACTOR MATCH
III-C1	\$17,741	\$5,249
Estimated III-C1 NSIP	\$5,180	N/A
III-C2	\$14,851	\$4,483
Estimated III-C2 NSIP	\$5,688	N/A

The Amendment also consists of a revised Schedule "B", which replaces Schedule "B" in the original contract. Additionally, you are advised that the legislation authorizing the County to amend the original contract to increase funding is pending the approval of the Westchester County Board of Legislators. This means that you can sign the amendment, but Commissioner Carpenter cannot sign it before the proper approval has been granted.

You MUST use the original contract documents that we have provided for the amendment. NO ALTERATIONS may be made to the amendment without the prior consent of the Dept. We also recommend that you keep an electronic copy of the amendment 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 amendment**

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 entire amendment** and fill it out making sure that where signatures are required on all documents that they are original. Return the ENTIRE originally signed amendment to me at the address in the footer on the first page. COPIED signatures are unacceptable.

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,

A handwritten signature in cursive script, appearing to read "Sharon Johnson".

Sharon Johnson
Program Administrator

Attachments

Sent to:
TB, TA, TC
2/7/2020
KD
Westchester
gov.com

George Latimer
County Executive

January 14, 2020

Dear Westchester Mayors and Supervisors,

This letter is to notify you that Westchester County has been awarded a grant to update the Westchester County Multi-Jurisdictional Hazard Mitigation Plan, which was last accepted by FEMA in 2015 and includes all municipalities (herein referred to as "the Project"). Your municipality is invited to participate in the Project which will include the completion of an updated plan "annex" for your community. This Project will be carried out in compliance with State and Federal criterion.^[1]

Local governments engage in hazard mitigation planning to identify risks and vulnerabilities associated with natural disasters, and develop long-term strategies for protecting people and property from future hazard events. Moreover, a FEMA-approved hazard mitigation plan is a condition for receiving certain types of non-emergency disaster assistance, including Federal funding for mitigation projects. Hazard Mitigation Plans must be updated and adopted on a five-year cycle in order to remain eligible for Federal mitigation project grant funding. For all jurisdictions, including those communities with expiring individual plans, this Project will provide your municipality with an updated plan and, upon FEMA approval, will meet the planning requirement for future mitigation project grant funding applications.

Please note that New York State and FEMA are strongly encouraging all municipalities to become part of a countywide or multi-jurisdictional plan. The requirements and expectations for participation are outlined in the attached Letter of Intent to Participate (LOI). **Project participation requires this LOI be drafted on your municipal letterhead, signed by an authorized local official and returned by January 31, 2020** to Westchester County OEM, 200 Bradhurst Avenue, Hawthorne, NY 10532.

All participating municipalities will be notified of the date and location for the project "Kick Off" meeting at which time the process, benefits, expectations and timeline will be discussed in detail. It is anticipated that the work associated with the plan update will be conducted during the 2020 calendar year and will include participation in 3-4 meetings and providing information to the County's consultant.

Please contact the Office of Emergency Management at 914-864-5451 with any questions you might have regarding this Project and to confirm the status of your municipality's current plan.

Respectfully,



George Latimer
Westchester County Executive

^[1] Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, 42 U.S.C. § 5121, et seq., as amended by the Disaster Mitigation Act of 2000 (DMA), Public Law 106-390, and the requirements set forth under 44 C.F.R. Part 201, §201.6, and NYS Planning Standards

Office of the County Executive

Michael J. Office Building
118 Martine Avenue
White Plains, New York 10601

Email: ce@westchestergov.com
Telephone: (914)995-2900

westchestergov.com

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Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

RICK MORRISSEY
SUPERVISOR



February 7, 2020

Director Dennis Delborge
Westchester County Department of Emergency Services
Office of Emergency Management
200 Bradhurst Avenue
Hawthorne, NY 10532

Subject: Westchester County Multi-jurisdictional Hazard Mitigation Plan Update
Authorization and Letter of Intent to Participate – Town of Somers

Dear Mr. Delborge:

Per your letter, dated January 14, 2020, the Town of Somers, is committed to participating in the Westchester County Hazard Mitigation Plan (HMP) Update project. By way of this letter, the *Town of Somers*:

1. Authorizes the Westchester County Hazard Mitigation Steering Committee (“Steering Committee”), to guide and direct this planning process, perform certain parts of the planning process, and prepare certain parts of the plan documents on our behalf.
2. Agrees to meet the minimum requirements of municipal participation (a.k.a. the Planning Partner Expectations), specifically:
 - Execute and return this “Authorization and Acknowledgement” letter to the Westchester County Department of Emergency Services, attention: Dennis Delborge, Director-Emergency Management.
 - Designate municipal representatives to serve as the planning points of contact (POC), below. These individuals will be responsible for representing the municipality and assuring that these participation expectations are met by the municipality.
 - Involve the local NFIP Floodplain Administrator in the planning process.
 - Provide representation at municipal Planning Committee meetings (~ 3 meetings over 3 months, in addition to a Kick-Off Meeting and a Mitigation Strategy Workshop).
 - Assist with the identification of stakeholders within the community that should be informed and potentially involved with the planning process.

- Coordinate local planning activities with the Steering Committee selected to oversee the development of this plan.
- Identify specific mitigation actions and potential funding sources to address each of the natural hazards posing significant [or high or medium] risk to the municipality.
- Provide data and information about the municipality in a timely manner as requested by the Steering Committee and/or the contract consultant, including:
 - Mitigation project activity in the municipality in the last five years, including progress on previously identified mitigation actions
 - Structure and facility inventory data including identified Critical Facilities
 - Planned new development and anticipated development projects
 - Natural hazard risk areas including FEMA Special Flood Hazard Areas
 - Natural hazard events and losses that have impacted the municipality in the last five years
 - Plans, studies, reports and ordinances addressing natural hazard risk
 - Disaster evacuation routes, procedures, and shelter plans
 - Potential sites for placement of temporary housing for residents displaced by disasters.
- Support public outreach efforts in the municipality which may include:
 - Providing notices of the planning project on your municipal website with links to a County project website
 - Providing notice of the planning project, the availability of Plan documents, and notice of public meetings via available local media (e.g. newsletters, flyers, email blasts, social media, etc.)
 - Advertising and supporting public meetings in the municipality and area
 - Supporting outreach to National Flood Insurance Program (NFIP) Repetitive Loss and Severe Repetitive Loss property owners in the municipality.
- Review draft Plan sections when requested and provide comment and input as appropriate within established time schedules.
- Facilitate the process to adopt the Plan by resolution of the municipal governing body after FEMA conditional approval.
- Track and periodically provide the Steering Committee with reports of municipal staff and volunteer labor spent on the planning process for the purpose of meeting the non-Federal grant match.

3. Assigns the following persons to be the Points of Contact for the municipality. We understand that these POCs are responsible for assuring municipal representation at municipal Planning Committee meetings, and assuring that the other minimum requirements of jurisdictional participation, as detailed in the Planning Partner Expectations above, are met.

Primary POC:	Position/Department:
Rick Morrissey	Supervisor, Town of Somers
Phone Number:	Email Address:
(914) 277-3637	Supervisor@somersny.com
Alternate/Secondary POC:	Position/Department:
Phone Number:	Email Address:

4. Our designated local Floodplain Administrator (FPA) under the NFIP is:

Name of NFIP FPA:	Position/Department:
Phone Number:	Email Address:

5. Recognizes that failure to meet the minimum participation expectations and deadlines, as determined by the Steering Committee will result in the municipality being excluded from the planning process.

Sincerely,

Rick Morrissey
Town Supervisor

RM:kd

z:\supervisor\kdelucia\letters\county hazard mitigation plan.docx

Sent to:
TB, TA, TC
2/11/2020
KD

Sterling Appraisals Inc.

81 Pondfield Road – Suite 7
Bronxville, New York 10708

Tel: (914) 961-3144

e-mail: bob@sterling-appraisals.com

VIA EMAIL
(RBaroni@sbrllaw.com)

January 21, 2020

Town of Somers c/o
Roland Baroni, Jr., Esq.
Stephens, Baroni, Reilly & Lewis LLP
175 Main Street – Suite 800
White Plains, New York 10601

Re: Property of 294 Route 100 LLC (Owner)
Part of Former IBM Property
Town of Somers, NY (Town)

Dear Mr. Baroni:

As you requested, I am submitting a proposal for preparing an appraisal of the above-captioned property for assessment purposes.

The property to be appraised comprises “1,087,000 square feet of space in five interconnected buildings on approximately 344 acres of land.”¹

The owner has leased the property to Evergreen Ridge, LLC for a term of 25 years, plus three (3) ten-year renewal options. The “ground lease” is dated September 23, 2019 with the intention that the lessee will use the property for a “world class international Stem and arts and design boarding and day school for grades 9-12.”²

The lease, which is “triple net” to the lessor for real estate taxes and all operating expenses, provides the lessee with a \$22,500,000 construction allowance and obligates the lessor to pay for other items, the costs of which are unknown. These items include (i) repairs and/or replacements identified in the Property Condition Report, (ii) half the cost to tie into the waste water treatment plant at Heritage Hills, and (iii) an equity investment in the founding member of the lessee.

We will require the assistance of other experts retained by the Town to estimate the costs for item nos. 1 and 2 above and must be provided the amount for item no. 3. The report can be completed without these costs, but the appraisal must then include an extraordinary assumption, which could alter the assignment results if the costs are provided later.

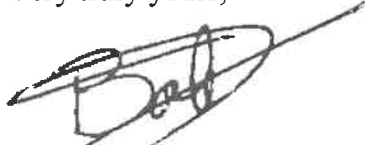
The fee for an appraisal report is \$7,250.

¹ Per lease

² Ibid.

Thank you for the opportunity of providing this proposal. I look forward to working for the Town and with you again.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Bob Sterling', with a long, sweeping horizontal line extending to the right.

Bob Sterling, MAI
State Certified General Real Estate Appraiser
Certificate # 46-4530

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



January 28, 2020

Residents of Lake Shenorock and Lake Lincolndale,

I am writing to update you on the proposed sewer project for your communities. The Town of Somers is working to establish Somers Sewer District #2, which would connect properties in Lake Lincolndale and Lake Shenorock to the Westchester County's Peekskill Sewer Treatment Plant. The first phase of this project would connect just over 100 homes between the two communities to the County sewer system. This initial infrastructure would be sized so that both hamlets can eventually be connected in the years ahead as additional funding is secured. As with any major public works project, there are many stakeholders and we have been working to make sure they are all heard and considered as the proposal moves forward.

Currently, the project team is reviewing input gathered from the Shenorock and Lincolndale communities with the town's engineers, attorney, grant and funding agencies, Westchester County, and the New York State Comptroller's Office. We expect to have a revised project for public review within the next few months. The decision to establish Sewer District #2, and utilize the \$10 million of grant funding, will ultimately be left to the property owners of Lake Shenorock and Lincolndale to decide via public referendum/vote later this year (exact date TBD). All property owners will receive notification of the vote date well in advance. It's the Town's intention to provide accurate and factual information leading up to the vote so that property owners can make an informed decision. Please know that this project serves to directly benefit ONLY your communities by remediating what stands to be long term environmental and public health issues; protecting your property values; and, most likely increasing property values. The project will provide no additional tax revenue to the Town. All revenues for sewer service go to the Sewer District to pay for the construction, operation and maintenance of the sewer system.

The need for sewers:

The need for this project is rooted in the history of the Somers lake communities and their transition from summer cottages to year-round residences. The environmental conditions around the lakes and the high density of homes are not conducive for septic systems. Ultimately, they are contributing to both environmental degradation and public health concerns for our residents. Septic systems in the concentration that exist in Lake Lincolndale and Shenorock, and the decades they've been utilized, are having a negative impact on the environment through the saturation of the lots your homes sit on. Many years ago, Lake Shenorock abandoned their wells and are now on a public water supply, thus protecting

their drinking water from ground water contamination. However, the continued reliance on septic systems are requiring significant investments by homeowners to repair or replace aging or malfunctioning septic systems. Smaller parcels also hinder the effectiveness and long term viability of septic systems as over-saturation becomes a concern. In addition, Lake Shenorock's water quality raises concern that ongoing contamination may eventually spread to the adjacent reservoir that provides potable water to Shenorock and other communities. Lake Lincolndale, with its high concentration of septic systems, is at risk of the same issues, which have become increasingly concerning with the presence of algae blooms associated with nutrient overloading and reports of drinking water well contamination. Of particular concern is that there is no public water supply in Lake Lincolndale, so the potential for the contamination of drinking wells by malfunctioning septic systems or oversaturated properties is a very real long term threat for the hamlet.

We have heard these issues directly from the community for years, including at our recent information sessions and Public Hearings for the project. Whether it's having to limit water use to avoid septic backups; needing a grey-water system for laundry machine discharge; algae blooms in the lakes; contamination of drinking water wells; or, not being able to expand a home to add a bedroom for a growing family, the need for sewers in these communities are clear.

Who will pay for the infrastructure and ongoing operations and maintenance:

As per NYS law, those who receive the benefit of the sewer service will be responsible for paying for the construction and ongoing operations and maintenance. Further, any revenues associated with the system must be reinvested back into the system. What is extremely unique about the proposed establishment of Somers Sewer District #2 is that it will be subsidized by a \$10 million allocation from the NYC Department of Environmental Protection. Those who connect to the system, on average, will pay \$1,200 a year for the service. Public utility projects of this magnitude must be phased, as is currently proposed, and the timing of future connections will be reliant on securing future grants. To that end, it's important to note that any borrowing associated with the future build-outs of the district, and the resulting annual costs to homeowners, must be approved by the NYS Comptroller's Office.

\$10 million in allocated funding:

In 1997 the New York City Department of Environmental Protection allocated funds to protect the reservoirs that supply water to portions of Somers, our neighboring communities, and New York City. The money was mandated to be used for watershed protection, including the installation of sewers in five northern Westchester communities: North Salem, Yorktown, Bedford, New Castle, and Somers. The \$10 million allocated for Somers is the seed money for the construction of sewers in Shenorock and Lincolndale.

Sewers in Peach Lake in North Salem were recently completed in 2012. The Town of Bedford begins construction of sewers in Katonah and Bedford Hills later this year. The public petition to expand the Hallock's Mill Sewer District in Yorktown was approved by property owners in December 2019. These projects are complicated and involve stakeholders at many levels. In the case of Shenorock and Lincolndale, the historic obstacle has long been developing an affordable way to dispose of the sewage from these communities. Through ongoing coordination with the County, the Town now sees the opportunity for the County to expand its Peekskill Sewer District, allowing the wastewater from

Shenorock and Lincolndale to be transmitted to the Peekskill Wastewater Treatment Plan – the lowest cost option for this project.

In all of this past work and the upcoming revised project plan, the Town is committed to the following core principles:

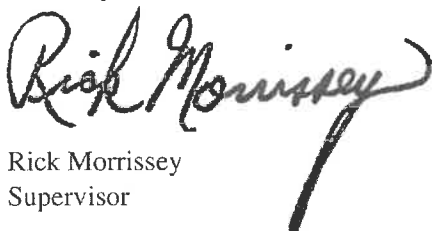
Environmental and Public Health – Sewers are only one part of preserving environmental and public health, and the Town will continue to work to reduce impacts to water quality from wastewater, stormwater, and other sources of pollution.

Fairness and Affordability – As in any community, there are a range of incomes and every household's situation is different. We are actively seeking grants and outside funds to allow the project to be built at a minimum cost to the community. We have actively solicited feedback from the community on how the costs for financing incurred as part of the project should be fairly distributed between homes of wide-ranging value, and are committed to an average cost of \$1,200 per year. Please note that the NYS Comptroller's Office ultimately approves any borrowing, and that decision is dependent on the annual cost.

Transparency and Collaboration – The Town will continue to provide an open, inclusive and collaborative environment. The Town has held multiple information sessions and Public Hearings on the proposed project and has made all information about the project publicly available on its website. Information about the revised project will be mailed directly to all households, and additional information sessions and Public Hearings will be held. We are listening to the wide variety of input from the community and will continue to do so.

Enclosed you will find factual information intended to educate property owners about the project, the need for a sewer system, and the mechanics of installing such a system. Additional information continues to be available on the Town's website at www.somersny.com/news/somers-sewer-district-no-2-lake-shenorock-and-lake-lincolndale. We look forward to presenting a revised proposed project to the community in the coming months and working together to improve our shared community.

Sincerely,

A handwritten signature in black ink, reading "Rick Morrissey". The signature is fluid and cursive, with a long, sweeping underline that extends below the name.

Rick Morrissey
Supervisor

Sent to:
TB, TA, TC
2/11/2020
KD

FINANCE OFFICE

**TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589**

**Telephone
(914) 277-4394**

**FAX
(914) 277-3788**

**EMAIL
finance@somersny.com**

**ROBERT KEHOE
DIRECTOR OF FINANCE**

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



To: Town Board

From: Robert Kehoe, Director of Finance *PK*

Date: February 7, 2020

Re: 2019 Budget Transfers and Modifications

I am requesting the Town Board's approval of the attached budget transfers and modifications for 2019.

CC: Town Clerk

2019 General Fund Budget Transfer

FROM:

FUND	ACCOUNT CODE	ACCOUNT NAME	AMOUNT
1	9060.08	Health Insurance	\$254,171.00
1	9040.08	Workers Compensation	\$17,613.00
Total:			\$271,784.00

TO:

FUND	ACCOUNT CODE	ACCOUNT NAME	AMOUNT
1	1010.04	Town Board Contractual Expense	\$6,160.00
1	1110.04	Town Justice Contractual Expense	\$34,900.00
1	1220.01	Supervisor Personal Services	\$1,074.00
1	1420.051	Legal Services-Other	\$12,820.00
1	1620.0404	Building Supplies	\$6,141.00
1	1910.04	Insurance Unallocated	\$4,750.00
1	1920.04	Municipal Association Dues	\$700.00
1	1980.04	MTA Tax	\$360.00
1	3120.04	Police Contractual	\$62,870.00
1	3620.011	Safety Inspections-Overtime	\$17,370.00
1	4020.01	Vital Statistics Personal Services	\$4,310.00
1	4210.011	Substance Abuse Council Overtime	\$228.00
1	4322.041	Mental Health North Westchester Guidance	\$1,535.00
1	5010.01	Superintendent Highways Personal Services	\$15,283.00
1	6772.0401	Nutrition Subcontractor Food	\$5,151.00
1	6773.01	Nutrition SNAP Personal Services	\$3,749.00
1	7020.04	Recreation Admin Contractual Expense	\$13,470.00
1	7110.02	Parks Admin Equipment	\$5,473.00
1	7410.04	Recreation Centers Contractual	\$2,247.00
1	7520.043	Reis House Restoration	\$1,258.00
1	8010.04	Zoning Contractual Expense	\$716.00
1	8160.011	Energy & Environment Overtime	\$712.00
1	8790.04	Open Space Contractual	\$1,212.00
1	8989.011	ARB Overtime	\$1,849.00
1	9010.08	State Pension ERS	\$38,613.00
1	9030.08	Social Security	\$7,631.00
1	9045.08	Life Insurance	\$2,439.00
1	9950.09	Transfer to Capital Projects	\$18,763.00
Total:			\$271,784.00

Explanation:

To cover budget shortfalls for 2019.

Signature:



Bob Kehoe, Director of Finance

Date:

2/10/2020

2019 Budget Transfer Highway

FROM:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
2	1980.04	MTA Tax	\$559.00
2	5148.01	Service for Other Govt Personal Services	\$2,372.00
2	9089.08	Dental Insurance	\$3,679.00
2	5148.04	Service for Other Govt Contractual	\$1,982.00
2	9010.08	State Retirement	\$25,194.00
2	9045.08	Life Insurance	\$28.00
2	9040.08	Workers Compensation	\$36,771.00
2	9060.08	Health Insurance	\$78,053.00
2	9090.08	Optical Insurance	\$345.00
2	9050.093	Transfer to Debt Service	\$12.00
2	909	Fund Balance	\$49,020.00
			\$198,015.00

TO:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
2	5110.01	General Repairs Personal Services	\$93,742.00
2	5112.02	Chips Equipment	\$11,164.00
2	5130.04	Machinery Contractual	\$50,156.00
2	5140.01	Brush & Weeds Personal Services	\$746.00
2	5142.04	Snow Removal Contractual	\$33,798.00
2	9030.08	Social Security Tax	\$378.00
2	9050.08	Unemployment Insurance	\$8,031.00
			\$198,015.00

Explanation:

To cover budget overages for 2019.

Signature:

[Signature], Dir of Finance

2/10/20

2019 Library Budget Transfer

FROM:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
5	9060.08	Health Insurance	\$2,080.00

\$2,080.00

TO:

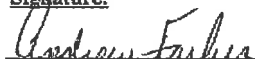
<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
5	9089.08	Library Dental Insurance	\$1,436.00
5	9045.08	Life Insurance	\$644.00

\$2,080.00

Explanation:

To cover budget overages for 2019.

Signature:


Andrew Farber
Library Director

Date: 2/7/20

2019 Somers Sewer Budget Modification

INCREASE:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
40	40.212	Sewer Rents	\$3,281.00

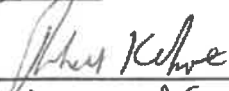
INCREASE:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
40	8120.04	Contractual Expense	\$3,281.00

Explanation:

To cover contractual expense budget shortfall for in 2019.

Signature:


Mr. J. Kehwe
Dir. of Finance

Date: 2/10/20

2019 Windsor Farms Budget Modification

INCREASE:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
49	.0049.2140	Metered Sales	\$6,125.00


INCREASE:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
49	8310.04	Contractual Expense	\$3,033.00
49	8320.041	Purchase of Water	\$3,092.00

Explanation:

To cover contractual expenses shortfall for in 2019.

Signature:


~~Adam Smith~~ Robert Keha
Water Superintendent Dir of Finance

Date: 2/10/20

2019 Amawalk Heights Budget Transfer

FROM:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
50	8340.04	Water Transmission Contractual Expense	\$3,674.00
50	8340.02	Water Transmission Equipment	\$2,100.00
50	8320.041	Purchase of Water	\$352.00

Total: \$6,126.00

TO:

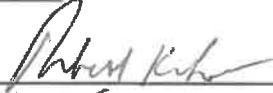
<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
50	8310.04	Water Admin Contractual Expense	\$6,126.00

Total: \$6,126.00

Explanation:

To cover budget shortfalls for 2019.

Signature:



Dir. of Finance

Date:

2/10/2020

2019 ASWD Budget Transfer

FROM:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
51	8340.2	Water Transmission Equipment	\$20,000.00
51	8340.4	Water Transmission Contractual	\$23,257.00
51	9010.08	Retirement - State ERS	\$2,425.00
51	9040.08	Workers Compensation	\$2,793.00

Total: \$48,475.00

TO:


<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
51	8320.04	Water Supply Contractual Expense	\$44,999.00
51	9060.08	Health Insurance	\$3,476.00

Total: \$48,475.00

Explanation:

To cover budget shortfalls for 2019.

Signature:


Dir. of Finance

Date: 2/10/2020

Sent to:
TB, TA, TC
1/17/2020
KD

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

Date: January 17, 2020
To: Town Board
From: Steven Woelfle *SW*
Principal Engineering Technician
RE: **The Crossroads at Baldwin Place**
Resolution No. 2016-08
TM: 4.20-1-3.1
Release of Erosion Control Bond
Received Check January 17, 2017

This Office has no objection to the return of the Erosion Control Bond in the amount of \$59,694. Please return to:

Crossroads at Baldwin Place Limited Partnership
Development Account
34 Clayton Boulevard, Suite A
Baldwin Place, NY 10505

SW/wg

cc: Town Clerk
Director of Finance
Kenneth Kearney

Sent to:
TB, TA, TC
1/24/2020
KO

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: January 24, 2020
To: Town Board
From: Steven Woelfle *SW*
Engineering Department
RE: Manteau/Bedford Poolscape, Inc. Wetland and Stormwater
Management and Erosion and Sediment Control Permit
#WSMESC2019-09
TM: 48.13-1-27
Release of Erosion Control Bond
Check Received March 28, 2019

This office has no objection to the return of the Erosion Control Bond in the amount of \$300.

Please return to:

Bedford Poolscares Inc.
P.O. Box 793
Bedford, New York 10506

SW/wg

cc: Town Clerk
Director of Finance
Bedford Poolscares Inc.
Philippe Manteau

Sent to:
TB, TA, TC
1/30/2020
KD

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers

WESTCHESTER COUNTY, N.Y.

Telephone
(914) 277-5366
Fax
(914) 277-4098

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



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

Date: January 29, 2020
To: Town Board
From: Steven Woelfle SW
Engineering Department
RE: Canon Plotter Request

The Planning and Engineering Department and the Building Department are in need of a plotter/scanner for scanning the office files. By doing so, this will create much needed space in the vault storage and offices as the files will be easily accessible electronically.

The Planning and Engineering Department will be able to use the plotter for updating and printing Town maps. We can also provide a service to the residents and professionals by reproducing documents, plans, etc. for a reasonable cost.

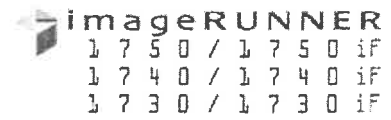
The Supervisor's office budgeted the plotter so the funds are in place for 2020. The plotter/scanner can be bought outright under the NYS Contract at the amount of \$7,500 +/- or payments can be made at \$124.43/month for 60 months (interest free).

This office requests approval for this process. Thank you.

SW/wg

cc: Town Clerk
Building Department
Director of Finance

Z:\PE\General files\Plotter.Scanner.Copier\Memo to TB 1.29.2020.docx



Steven Woelfle
Town of Somers Engineering Department
335 Route 202
Somers, NY 10589
Steven Woelfle

Dear Steve,

I am pleased to provide this proposal for a Canon TX-3000 MFP - 36" plotter - scanner - copier. As a 2nd generation, truly 'local' Canon dealer, we have always provided real service with every Canon product we sell. Should you ever have a problem, we provide guaranteed service within 8 hours of your call. We have Canon MFPs over 10 years old going strong!

This proposal includes :

- 1 - new Showroom Canon TX-3000 MFP - 1 roll of 150' or up to 500' of up to 36" wide paper with 40" wide Scanner with interfacing computer, (optional 2nd roll), with ink - ready to print
- 2 - we can install drivers loaded onto up to 4 PC computers (more costs \$15 per PC)
- 3 - 1 year full warranty service from 9am to 4pm, Monday through Friday, except major holidays, free telephone support, Delivery and setup at your office (\$395). Supplies must be purchased from AVP for your warranty to be in effect to prevent damage from fakes.
- 4 - a loaner should your system be down for more than 2 consecutive days
- 5 - 100 sheet catch tray/stacker, catches drawing and lays them flat in collated order

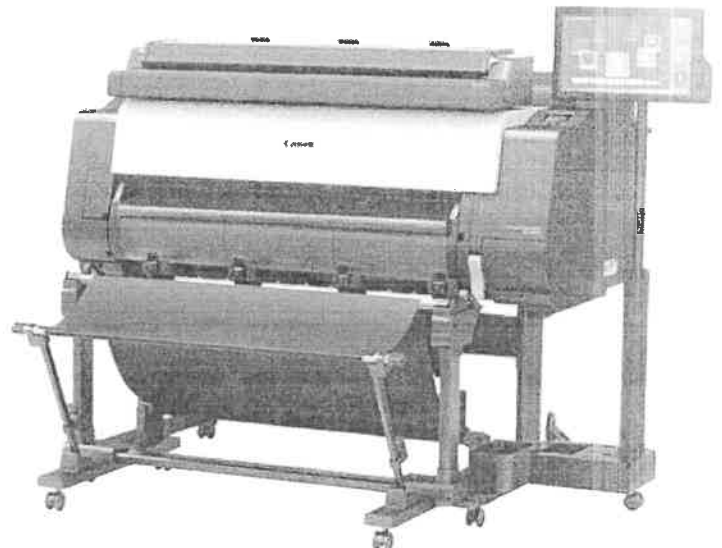
This new system today retails for \$9000 this is covered under NYS Contract and is only \$7,465.85 - your price for this system I have in stock is \$6923.00 plus the delivery and installation (\$395), plus battery backup/UPS (\$130 (or you provide one)), plus any paper or other supplies you may need. The Second roll is available for only \$800 more. There are cheaper versions - but they are limited in options and slow and cost more to use. Or make payments for 60 months at only \$124.43 plus tax/plus service. We require all supplies be purchased from US. Our prices are fair and competitive with the internet - but this is the only way we can guarantee you are using genuine Canon supplies that won't damage the machine. Excludes computer problems outside of the actual printer (i.e. network/viruses, etc.) ***Beware of on-line vendors - we are local and use our own technicians ***

Signature or Acceptance

Printed Name

Thank you,

Randy Neubauer
John W. Neubauer Audio Visual Products, Inc.
2717 Route 22
Patterson NY 12563
cell 914-755-6898
Proposal expires in 20 days.



Telephone
(914) 277-3539

FAX
(914) 277-3790

Thomas J. Tooma, Jr.
Building Inspector

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

**TOWN HOUSE
ANNEX
337 ROUTE 202
SOMERS, NY 10589**



MEMO TO: Rick Morrissey, Town Supervisor

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

RE: Emergency and Non-Emergency Electrical Work and Plumbing Contract Renewal

DATE: January 24, 2020

The current two-year contract issued on March 2, 2018 for plumbing with Bee & Jay Plumbing and Heating Corp. will be expiring. There is a clause in the contract allowing the Town to reserve the right to extend the contract for up to an additional two (2) years with no more than a 2% increase per year. This vendor has had this contract since 2014. Bee & Jay Plumbing and Heating has expressed their interest in renewing their contract.

In addition, permission is being requested to go out to bid for Emergency and Non-Emergency electrical work.

cc: Town Clerk

Sent to:
TB, TA, TC
11/17/2020 KD

Kim DeLucia

From: Tammi Savva
Sent: Thursday, January 16, 2020 3:42 PM
To: Kim DeLucia
Subject: For February 2020 TB Agenda - SCA Proposals for Tax Collection Upgrade and Online Tax Payment System
Attachments: Somers_Tax_Upgrade_Proposal_12052019.pdf; SCA_Somers_Online Tax_Payments 12052019.pdf

Hi Kim,

As approved by Rick, please place the attached proposals from Software Consulting Associates on the February agenda for approval by the Town Board. The first proposal is for the upgrade of the Tax Collection software at a cost of \$9,800.00 and the second proposal is for the Online Tax Payment System at no cost.

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

From: Michele McKearney <mmckearney@somersny.com>
Sent: Thursday, January 16, 2020 11:10 AM
To: Tammi Savva <tsavva@somersny.com>
Subject: FW: upgrade

As discussed, see attached.

Regards,

Michele McKearney
Receiver of Taxes

Phone: (914) 277-3610
Fax: (914) 277-8932

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From: alexz@sca-corp.com [mailto:alexz@sca-corp.com]
Sent: Thursday, December 05, 2019 4:55 PM

To: Michele McKearney <mmckearney@somersny.com>
Subject: RE: upgrade

Hi Michele,
Attached are the Tax and Online payment proposals.
Please sign and return.
Thanks
Alex

From: Michele McKearney <mmckearney@somersny.com>
Sent: Thursday, December 5, 2019 12:42 PM
To: Alex Zane <alexz@sca-corp.com>
Subject: upgrade

Hi Alex.

Somers would officially like to get on the list for the new tax system upgrade. Please sent me a contract to review, sign/have signed and get back to u.

We would also like to move ahead on the online payments.

If you would like to discuss, please give me a call. Otherwise I will wait for the contract to review.

Thanks for your help!

Regards,

Michele McKearney
Receiver of Taxes

Phone:(914) 277-3610
Fax:(914) 277-8932

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Sent to:
TB, TA, TC
1/17/2020
KD



Tax Collection Upgrade Proposal

for the
Town of Somers, NY

December 5th, 2019

Prepared by:
Software Consulting Associates
54 Elizabeth St.
Red Hook, NY

Account Representative: Wil LaBossier
Phone: (845) 758-0104
Fax: (845) 758-0884
E-Mail: wil@sca-corp.com
Website: www.sca-corp.com



SQL Tax Collection Upgrade

Software Consulting Associates (SCA) announces the availability of its new SQL-based Tax Collection software to maintain and manage tax collections and payments in today's internet world.

Features

- All tax collections in one program
- Integration of liens into tax program: delinquent taxes go to lien book, lien sale and can be paid off in the tax program
- Reports for multiple collections
- Improved print document module: auto-generate PDF feature, exemption/property class filters document web publishing for bills, receipts, etc. (with integration in Notes & Docs)
- Word mail merge integration
- Document auto-save on print (docs appear in Notes & Docs)
- Edit log tab (supports multiple tax changes)
- Custom report module, improved tax statement, open tax, tax search reports;
- Owner updates directly from RPS or PAS
- Fee creation from Inquire
- Inquire auto-refresh after making any change to taxes: PYMF edits, bounce checks, etc.
- Transaction module: ability to bounce payments made across multiple parcels, partial reversals, tools to move payments between collections and parcels
- Enhanced refund processing
- Full support for partial payments
- Parcel Year Master File edit supports multiple edits with improved display on the Edit Log tab

Investment

Tax Collection Upgrade

[] Tax Collection Upgrade

Software License (\$4000 per collection)	\$8,000
Data Conversion	\$800
Installation and Training	\$1,000

Total for Tax Collection Upgrade: **\$9,800**



Tax Upgrade Authorization

The Town of Somers, NY hereby agrees to the procedures outlined above and the "Terms and Conditions" attached hereto and made a part hereof, and authorizes Software Consulting Associates to proceed with the project.

The Town of Somers, NY

By: _____

Title: _____

Date: _____

Software Consulting Associates

By:

Title: President

Date: 12/5/2019



Terms and Conditions

This is a legal agreement between you (either an individual or an entity), the end user, and Software Consulting Associates.

Responsibility of Software Consulting Associates (SCA).

SCA shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." SCA shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by you. Regardless of your acceptance of completed materials when delivered, SCA shall correct errors found either by you or SCA. See "Warranties; Limitations" for SCA's liability for all services.

Your Responsibility.

You shall be responsible for the correctness and accuracy of the information you supply to SCA, for providing SCA with timely decisions and answers to questions raised by SCA, for inclusion of sufficient funds in your budget to pay SCA for services, and for the prompt payment of invoices. You shall also be responsible for completing your work in accordance with the "Performance Schedule."

Adjustments to Performance Schedule; Unauthorized Delays.

- A. Adjustments to Schedule. Upon the mutual consent of you and SCA, the "Performance Schedule" may be changed or extended as provided under "Changes" below.
- B. Unauthorized Delays. In the event of any unauthorized delay on your part, SCA may impose delay charges upon providing notice thereof to you. An "unauthorized delay" shall mean any delay not authorized by both SCA and you.

Variations from Standard Methods or Procedures.

Variations from SCA's standard methods and procedures must be requested by you, in writing, specifying the exact nature of the desired variations. SCA will accommodate such variations wherever possible, with any additional charges for such variations, as determined by SCA and approved by you, to be paid by you.

Payment Terms.

All payments shall be made within 30 days of installation of the upgrade. You shall not discount nor withhold any portion of the amount for any reason. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears.

Software.

The Software being delivered pursuant to this agreement is being licensed to you pursuant to a License Agreement (the "License"), attached hereto and made apart hereof, between the publisher of the software and you. You agree that all terms, conditions and limitations set forth in the License shall apply to this contract as it relates to the Software.

Computer Hardware.

Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and SCA shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

Title.

All computer software and other intellectual property of SCA used in performing its services shall remain the property of SCA.

**Term and Termination.**

- A. The initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof.
- B. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.
- C. Upon termination, all work prepared by SCA may, at your option, become your property, and SCA shall be entitled to receive just and equitable compensation for all services performed.

Warranties; Limitations.

- A. SCA warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. SCA's liability and your exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to reperformance, at SCA's cost, of such service or deliverable. SCA's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by you or (ii) work or services performed by others.
- B. The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. Implied warranties of fitness and merchantability shall not apply. SCA's warranty obligations and your remedies thereunder are solely and exclusively as stated herein.
- C. The limitations and protections against liability afforded SCA herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of SCA for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder, shall be limited to the amount paid to SCA pursuant to this contract. SCA shall not be liable to you or any other person or entity for indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by you or others against SCA with respect to services unless such action or proceeding is commenced within one year after completion by SCA of the particular services to which such action or proceeding relates. Either party shall be entitled to recover reasonable attorney fees incurred in the successful enforcement of this agreement, regardless of whether a cause of action is commenced.

Changes.

You may at any time request changes in the scope of this agreement. Moreover, SCA may suggest changes. Where changes are agreed to by the parties, SCA shall issue a Change Order for your review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. SCA shall not be required to implement any change until you have signed and returned the Change Order.

Notices.

All notices and other communications which are required or permitted to be given, shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

**Force Majeure.**

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

Disclaimer of Association.

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association which would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

No Waiver.

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

Dispute Resolution.

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

SOFTWARE CONSULTING ASSOCIATES

54 Elizabeth St.

Red Hook, NY 12571

845-758-0104

Sent to:
TB, TA, TC
1/17/2020
KS



SCA Tax Billing On-Line Payment System Proposal for Town Tax Collection

Town of Somers, NY
Town Tax Online Payments

December 5th, 2019

Prepared by:
Software Consulting Associates
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The SCA Tax Billing On-Line Payment System offers your citizens an easy and efficient way to pay their tax bills while decreasing office work, data entry errors, and customers at the counter.

City of Long Beach Property

https://www.municipaltaxpayments.com/index.cfm?municipid=38&CFID=1966211&CFTOKEN=d76c9dca2e3015bb-D14BF192-1422-B3

Long Beach, NY
The City By The Sea

Tax / Property Information

Name: SMITH ALEXANDER
Legal Address: 310 RIVERSIDE BLVD
Type of Tax: 2015 City
Map Number: 280000 59 -110-141 -2
Bill Number: 004493

Date Due	Payment Type	Amount	Totals
7-31-2015	1st Installment	\$709.75	
	Total Due 1st Installment		\$709.75
2-1-2016	2nd Installment	\$709.75	
	Total Due 2nd Installment		\$709.75
	Total Tax Owed		\$1,419.50

STEP 4 Complete Details

Please fill out the form below. Note that the [*] fields are required

All information will remain confidential. You will automatically receive a digital confirmation of your transaction. To receive an e-mail confirmation, you must provide your e-mail address.

Select Payment:

* Payment: Full Payment \$1,419.50

Payer Information (Information for the person owing the tax or fee)

* First Name: SMITH ALEXANDER
* Middle Name:
* Last Name:
* Suffix (Jr., Sr. etc.):
* Street Address: 310 RIVERSIDE BLVD APT 02
* City: LONG BEACH
* State: NY
* ZIP Code: 11581
* Phone Number:
* Email Address: (Required for an e-mail confirmation and online verification.)

Payment Information

Select A Payment Method:

* Check Note: A \$1.00 fee will be added to your bill for paying by electronic check.
* Credit Card Note: A 3.00% fee will be added to your bill for paying by credit card.
* PayPal Note: A 3.00% fee will be added to your bill. This method uses a PayPal account, if you do not have one you will have to register when you are instructed to log in.
- Important: **POST DATED CHECKS ARE NOT SUPPORTED.** Only pay by check if you have the funds currently available in your account. Funds will be removed from your account immediately.

Credit Card Form

Account Name On Credit Card

First Name Last Name

Billing Address For Credit Card Account:

Street Address
City State NY Zip Code

Credit Card Detail:

Card Type: MASTERCARD Card Number
CVV Code (Where is it?) Card Expiration Date (ex: 05/2020)

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Figure 1 – Example Online Payment Screen



The on-line tax payment system allows your tax payers to view their account and pay their tax bill on the web with either a credit card or electronic check. The payment information is then posted to your in-house SCA Tax Billing System.

Web Based Tax Payments *

- a. No charge for the installation and service for the life of the software. Revenue is generated through the charging of fees.
- b. Credit card and ACH payments are immediately posted to your in-house SCA Tax Billing System keeping your staff aware of any payments.
- c. All payment processing is done on SCA's, and its partners, PCI certified servers ensuring secure and encrypted check and credit card transactions.

** See Appendix A for full specifications.*

Example Tax Payment Sites:

<http://longbeach.municipaltaxpayments.com/>

<http://masticbeach.municipaltaxpayments.com/>

<http://pelham.municipaltaxpayments.com/>

The following are the basic requirements for the free SCA Online Tax Payment System.

- 1. You must agree to put a permanent notice and link on the municipality's website and to send a flier designed by SCA with your tax bill advertising the tax payment website.
- 2. You must agree to use the SCA On-line Tax Payment System for a minimum of three years.
- 3. Your bank must allow us to automate the submission of ACH Files or you must agree to do the manual submission of the ACH files to your bank for processing.



On-Line Tax Payment System For City Tax Collection

Town of Somers, NY hereby agrees to the terms set forth above, and items in appendix A, and authorizes SCA to proceed with the SCA Online Tax Payment System project.

Town of Somers, NY

By: _____

Title: _____

Date: _____

SOFTWARE CONSULTING ASSOCIATES

By: _____

Title: _____

Date: _____



***Appendix A: On-Line Payment Specifications**

- We will attempt to make the payment site look like a natural extension of the municipality's website.
- A separate website will be provided by SCA for the verification and reconciliation of credit card payments.
- A website for electronic check payment reconciliation should be provided by your bank.
- Electronic Check (ACH) fees**: The amount charged for the fee will be \$1.95.
- Credit Card fees**: The fees assessed by SCA for Credit Cards will be 2.65% of the entire payment including all fees and penalties applied by the municipality to the account. The minimum amount charged for the fee will be \$3.00. The site can accept Visa, MasterCard, American Express and Discover. In addition, all credit card transactions will have a \$3.50 service charge attached to them.
- Municipalities are limited to one bank account. Additional accounts can be set up for a \$4,000 installation fee for each account.
- The municipality is responsible for all fees associated with refunded payments. Service charges will not be refunded by SCA.
- The municipality is responsible for any fees charged by their bank for the submission of electronic checks.
- SCA reserves the right to have advertising on the website. The advertising will be static (no video or pop ups) and will not take up more than 15% of the space.

All rates listed here are guaranteed for a period of six (6) months after which these rates are subject to change.



TERMS AND CONDITIONS

This is a legal agreement between you (either an individual or an entity), the end user, and Software Consulting Associates.

Data Security and Liability

SCA represents and warrants that all of the services and products it provides to you pursuant to this Agreement are and will continue to be Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS) compliant. SCA makes no representations or warranties with regard to third parties' PCI-DSS and PA-DSS compliance, including but not limited to PayPal. SCA agrees to notify you in the event of a security breach as soon as practicable, to coordinate with you in any investigation of the breach, to take reasonable steps to remedy the breach and to cooperate in any litigation arising from a breach. SCA further agrees to indemnify and hold you harmless for any liability that may arise from SCA's non-compliance with PCI DSS and PA-DSS.

Responsibility of Software Consulting Associates (SCA).

SCA shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." SCA shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by you. Regardless of your acceptance of completed materials when delivered, SCA shall correct errors found either by you or SCA. See "Warranties; Limitations" for SCA's liability for all services.

Your Responsibility.

You shall be responsible for the correctness and accuracy of the information you supply to SCA, for providing SCA with timely decisions and answers to questions raised by SCA, for inclusion of sufficient funds in your budget to pay SCA for services, and for the prompt payment of invoices. You shall also be responsible for completing your work in accordance with the "Performance Schedule."

Adjustments to Performance Schedule; Unauthorized Delays.

- A. Adjustments to Schedule. Upon the mutual consent of you and SCA, the "Performance Schedule" may be changed or extended as provided under "Changes" below.
- B. Unauthorized Delays. In the event of any unauthorized delay on your part, SCA may impose delay charges upon providing notice thereof to you. An "unauthorized delay" shall mean any delay not authorized by both SCA and you.

Variations from Standard Methods or Procedures.

Variations from SCA's standard methods and procedures must be requested by you, in writing, specifying the exact nature of the desired variations. SCA will accommodate such variations wherever possible, with any additional charges for such variations, as determined by SCA and approved by you, to be paid by you.

Title.

All computer software and other intellectual property of SCA used in performing its services shall remain the property of SCA.

Software.

The Software being delivered pursuant to this agreement is being licensed to you pursuant to a License Agreement (the "License"), attached hereto and made apart hereof, between the publisher of the software and you. You agree that all terms, conditions and limitations set forth in the License shall apply to this contract as it relates to the Software.

Computer Hardware.



Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and SCA shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

Warranties; Limitations.

- A. SCA warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. SCA's liability and your exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to reperformance, at SCA's cost, of such service or deliverable. SCA's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by you or (ii) work or services performed by others.
- B. The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. Implied warranties of fitness and merchantability shall not apply. SCA's warranty obligations and your remedies thereunder are solely and exclusively as stated herein.
- C. The limitations and protections against liability afforded SCA herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of SCA for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder, shall be limited to the amount paid to SCA pursuant to this contract. SCA shall not be liable to you or any other person or entity for indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by you or others against SCA with respect to services unless such action or proceeding is commenced within one year after completion by SCA of the particular services to which such action or proceeding relates. Either party shall be entitled to recover reasonable attorney fees incurred in the successful enforcement of this agreement, regardless of whether a cause of action is commenced.
- E. **Indemnification:** In addition SCA agrees to indemnify, defend and hold harmless the Town of Somers for any fees sustained by the Town of Somers as related to the SCA online payments website.
- F. **Data Security and Liability:** SCA represents and warrants that all of the services and products it provides to you pursuant to this agreement are and will continue to be Payment Card Industry (PCI) Data Security Standard (DSS) and payment Application Data Security Standard (PA-DSS) compliant. SCA makes no representation or warranties with regards to third parties' PCI-DSS and PA-DSS compliance, including but not limited to Paypal. SCA agrees to notify you in the event of a security breach as soon as practicable, to coordinate with you in any investigation of the breach, to take reasonable steps to remedy the breach and to cooperate in any litigation arising from a breach. SCA further agrees to indemnify and hold you harmless for any liability that may arise from SCA's non-compliance with PCI DSS and PA-DSS.

Notices.

All notices and other communications which are required or permitted to be given, shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

Term and Termination.

- A. The initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof.



- B. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.
- C. Upon termination, all work prepared by SCA may, at your option, become your property, and SCA shall be entitled to receive just and equitable compensation for all services performed.

Changes.

You may at any time request changes in the scope of this agreement. Moreover, SCA may suggest changes. Where changes are agreed to by the parties, SCA shall issue a Change Order for your review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. SCA shall not be required to implement any change until you have signed and returned the Change Order.

Force Majeure.

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

Disclaimer of Association.

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association which would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

No Waiver.

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

Dispute Resolution.

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

SOFTWARE CONSULTING ASSOCIATES

54 Elizabeth St.
Red Hook, NY 12571
845-758-0104

Sent to:
TB, TA, TC
2/4/2020
KQ

Master Municipal Multi-Modal (MM) Capital Project(s) Agreement

For Use Only with Municipally-owned Highway, Bridge, or Aviation projects where
a State Comptroller (OSC) approved contract is required

[Note: A separate contract is required for each individual Multi-Modal Program source]

NYS COMPTROLLER'S CONTRACT NO. D026716

THIS AGREEMENT made this _____ day of _____, 201__, is between the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, New York 12232 and the **Town of Somers** (the Sponsor), with offices at **335 Route 202, Somers, New York 10589**, to provide for the reimbursement of costs incurred by the municipality for the construction, reconstruction, improvement, reconditioning and preservation of a project or projects included in Schedule A or Supplements to Schedule A within the Multi-Modal Programs, consisting of one or more County, Town, City, and Village road, highway, parkway, bridge or aviation capital project or projects, as described for the purposes of this agreement in Schedule A or Supplements to Schedule A hereof (the "Project"). The amount of NYSDOT's funding pursuant to this Agreement shall be limited to Project Eligible Costs actually incurred, in no event to exceed the amount(s) identified in Schedule A.

WITNESSETH:

WHEREAS, section 14-k of the Transportation Law establishes the Multi-Modal (MM) Programs that may fund eligible project costs through the bond funding (as applicable) for capital projects approved by the Commissioner of Transportation, and

WHEREAS, pursuant to Legislative appropriation or authorization for capital projects, that MM funding of the Project(s) herein is authorized and, the Sponsor certifies to NYSDOT that:

- (1) the service life of each individual Project is ten (10) or more years, regardless of mode; and
- (2) for highway and bridge mode projects, (a) MM program funding is not used for the mandated non-Federal matching share of a Federally funded project; (b) the amount of MM funds requested is and shall be no greater than prior unreimbursed municipal project expenditures for work completed or materials incorporated in a qualifying project(s); and (c) the amount of municipal funds appropriated for transportation capital projects is not and shall not be reduced because of the MM program funding; and
- (3) for any airport or aviation facility type, the sponsor must certify that Federal funding is not available to the project, but that the project is consistent with an approved Airport Layout Plan.

NOW THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

Agreement Form - this document titled A Master Municipal Multi-Modal Capital Project(s) Agreement is for Use Only with Municipally-owned Highway, Bridge, or Aviation projects where a State Comptroller-approved contract is required@;

Multi-Modal Program Schedule "A" - Detailed individual Project Description(s) and Funding; and

Appendix "A" - New York State Required Contract Provisions.

Appendix "A-1" – Supplemental Title VI Provisions (Civil Rights Act)

2. *Work, Maintenance & Operation.* Sponsor shall render all services and furnish all materials and

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equipment necessary to complete the Project or projects described in Schedule(s) A or Supplements to Schedule A and shall fund all costs attendant to such completion. The work of the Project or projects may consist generally of the categories of work described in Schedule A or one or more Supplemental Schedules A as may hereafter be executed by the parties hereto and approved as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the execution of such Schedules A or Supplements to Schedule A for the purposes of conforming to New York State requirements. Upon Project completion, Sponsor will operate and maintain the Project(s) at no expense to NYSDOT and Sponsor will not dispose of or encumber the Project(s) or cause the Project(s) to be withdrawn from public service during its useful service life without the prior approval of NYSDOT.

3. Multi-Modal (MM) Funding Reimbursement of Eligible Project Costs. Subject to compliance with this Agreement, NYSDOT agrees to reimburse eligible project costs in accordance with, and not to exceed amounts identified in, Schedule A or Supplements to Schedule A. MM program funding shall be used solely for the payment of Eligible Costs the Sponsor actually incurs in performing the Project. **Contractor obligations or expenditures that precede the start date of the agreement shall not be reimbursed.** To be eligible for MM aid, "Eligible Project Costs" must: (a) be eligible pursuant to §3.1 below and such other MM program Policies and Criteria as are established by NYSDOT including but not limited to NYSDOT's MM Program Guidelines criteria; and, (b) be for work which, when completed, has a certifiable service life of at least 10 years; and, (c) **must be submitted for reimbursement to NYSDOT no later than 15 months after the date the original expenditure is paid in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)), which governs the tax-exempt bonds issued to fund Multi-Modal projects.**

3.1. *Eligible Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

3.2. *Sponsor Debt Service.* Multi Modal program funds shall not be used to pay a Sponsor for interest (debt Service) or issuance (indirect costs) payments on Multi Modal projects for which the sponsor issued a local bond or note to finance the first instance local portion. Multi Modal funds can be used to reimburse a Sponsor for payments of the principal portion of a local bond or note which a Sponsor might issue to pay for the construction of a capital project.

4. Payment. Payments hereunder shall be as follows:

4.1. *Payment Upon Completion.* **The State has no obligation to make payment until all required approvals, including the approval of the Attorney General and State Comptroller, have been obtained.** Except where §4.2 applies, payment to Sponsor shall be made upon the application of Sponsor to NYSDOT upon Project completion, on the basis of work accomplished, local expenditures made, and the submission of duly completed payment requests and certifications in a form approved by NYSDOT, including such information as NYSDOT deems necessary to assure compliance with the program requirements and this Agreement.

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4.2. *Periodic Reimbursement.* If the Sponsor and NYSDOT find it desirable to have reimbursement made periodically in accordance with a payment cycle established by NYSDOT and the Sponsor, NYSDOT may authorize payments based on billings prepared by the Sponsor in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project or projects, with applicable adjustments to be made after audit by NYSDOT. These payments shall be made as moneys become available therefor.

4.3. *Certifications.* In addition to the certifications on Page 1 of this contract, the Sponsor shall also certify in each payment request that individual Project work was performed in accordance with the design and contractual requirements of Sponsor and Sponsor's design professional, and that such request does not duplicate reimbursement of costs and services received from other sources. Such certification by the project sponsor shall include the responsibility to furnish the Commissioner with any written information as may be necessary to maintain, if applicable, the federal tax exempt status of bonds, notes, or other obligations issued for such purposes.

4.4 *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the contracting Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting Sponsor shall comply with the State Comptroller (or applicable Public Authority) procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by E-mail at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. For referral to applicable Public Authority electronic payment registration procedures for certain State funded payments, Local Sponsors should refer to the cover letter instruction included with this document or, otherwise, contact their Regional NYSDOT Local Programs Liaison. The contracting Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the State Comptroller (or applicable Public Authority) electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

5. *Ethics Considerations.* In addition to Sponsor's conforming with the applicable provisions of Public Officers Law '73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law '806 (Code of Ethics) as related to the expenditure of the MM Funding made hereunder, no member of Sponsor's governing body, its officers or employees, nor any member of their families shall benefit financially either directly or indirectly from the MM Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval thereof from NYSDOT.

6. *NYSDOT Performance Review.* NYSDOT may review the Sponsor's performance of this agreement in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project or projects and/or the offices of Sponsor. Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in

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connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Sponsor's performance of the Project or projects, its use and operation.

7. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Sponsor any monies paid to the Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for funding hereunder.

8. *Contract Executory.*

8.1. This Agreement shall be deemed executory only to the extent of money available to the State for its performance and no liability on account thereof shall be incurred by the State beyond money available therefor.

8.2. This agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefor are eventually enacted. Sponsor's continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

9. *Sponsor Liability.*

9.1. Sponsor shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection with this Agreement. The Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

9.2. The Sponsor shall indemnify and save harmless NYSDOT & the State for all damages & costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this agreement. Negligent performance of service, within the meaning of this section shall include, in addition to negligence founded upon tort, negligence based upon the Sponsor's failure to meet professional standards & resulting in obvious or patent errors in the progression of its work.

10. *No Assignment or Transfer of Contract.* Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof, or of its right, title or interest therein, of its power to execute such contract to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.

11. *Independent Contractor.* The officers and employees of the Sponsor, in accordance with the status

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of the Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

12. *Disqualification and Damages.* If the Sponsor fails to comply completely with any of the terms and conditions contained within this agreement, including, but not limited to paragraphs 2 and 10, in their entirety at any time, the project shall be disqualified. If the project is disqualified the Sponsor must refund all funds received under this agreement to NYSDOT, and also pay to NYSDOT a liquidated damage fee of 5% of the total funds received under this agreement.

13. *Term of Agreement.* As to the Project or projects described in Schedule(s) A, this agreement takes effect as of the date of this Master Agreement as first above written. This agreement takes effect consistent with the date of Project work established and described in any duly executed and approved Schedule A or Supplements to Schedule A. Failing Project completion within the period set forth in Schedule A or Supplements to Schedule A, or agreement by NYSDOT to extend a Project completion date for good cause, this Agreement will expire and be of no further force or effect. This agreement shall only remain in effect so long as Multi-Modal funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefor are eventually enacted.

14. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Multi-Modal guidelines and in accordance with current Federal and State laws, rules, and regulations.

15. Appendix A, standard provisions for all New York State Contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

16. *Compliance with legal requirements.* Sponsor must comply with all applicable federal, state and local, laws, rules and regulations, including but not limited to the following:

16.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts,* including the requirements thereunder related to equal employment opportunity and utilization goals for contracting opportunities for minority and women-owned business enterprises. Sponsor's failure, to comply with Article 15-A requirements in any of its contracts and sub-contracts funded in whole or in part by this agreement, without prior written approval from NYSDOT approval, violates the contract and the Department may, at its discretion: (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in the amount of up to 20% of the portion of any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement, to which contract goals are established.

- 16.2 *New York Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act*, including providing true, timely and accurate application information related to the project to ensure compliance with the Act.
- 16.3 *New York Transportation Law, Section 427, Equal employment opportunity program*, including the requirements thereunder related to equal employment opportunity and required contract provisions for inclusion in any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement
17. *Compliance with procedural requirements.* Sponsor understands that funding is contingent upon the Sponsor's compliance with the applicable requirements.
18. *Notice Requirements.*
- 18.1 All notices permitted or required hereunder shall be in writing and shall be transmitted either (1) Via certified or registered United States mail, return receipt requested; (2) By facsimile transmission; (3) By personal delivery; (4) By expedited delivery service; or (5) By e-mail.
- 18.2 For all Multi-Modal Local Agreement purposes, such notices shall be addressed by the Sponsor to the officially designated Regional Local Program Liaison (RLPL) named in NYSDOT's initial request for a detailed Project "PIS" Application and, by NYSDOT, to the officially designated Primary Sponsor's Contact designated by formal Legislative Project Nomination, or to such different parties and addresses as the parties may from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing Address, Telephone number, Facsimile number, & E-mail address.
- 18.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- 18.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Universal Master Municipal MM Agreement

Municipal Sponsor: Town of Somers

IN WITNESS WHEREOF, NYSDOT has caused this Agreement to be signed by its authorized representative and Sponsor has caused this Agreement to be signed by its duly authorized officer, to be effective on the date first written above.

Sponsor:

BY: _____
TITLE: _____
DATE: _____

New York State Department of Transportation:

BY: _____
for the Commissioner of Transportation
Agency Certification: In addition to the acceptance of this contract, I also certify the original copies of this signature page will be attached to all other exact copies of this contract.
DATE: _____

Sponsor ACKNOWLEDGMENT

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

On this _____ day of _____ in the year 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, acknowledged to me that he/she is the _____ of the _____, executed such instrument in his/her capacity pursuant to authority duly vested in him/her by _____ and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

APPROVED AS TO FORM:

BY:

New York State Attorney General

APPROVED:

BY:

For the State Comptroller pursuant
to Section 112, State Finance Law

Master Municipal MULTI-MODAL Program SCHEDULE A

(This Schedule may not be used where other Multi-Modal, State or Federal funding sources co-exist)

1. Name of Municipal Project Owner: Town of Somers

2. Project Title: Resurfacing Plum Brook Road from NYS Route 138 to approximately 875 feet West of Route 138

3. MM Project ID#: 8MA379.30N

MM Program ID (MM#2, MM#3, or MM#4?): MM#4

4. Maximum MM Project Reimbursement (under this Agreement): \$25,000.00

5. MASTER Municipal MM OSC Contract #: D026716

6. Municipal Contact:

Name/Title: Syrette Dym, Director of Planning
Organization: Town of Somers
Address: 335 Route 202
City/State/Zip: Somers, NY 10589

7. Project Location: Plum Brook Road

Route/Name: n/a

From: NYS Route 138

To: 875 feet to the west of Route 138

8. Project Description/Scope: Resurfacing of 875 linear feet of Plum Brook Road from NYS Route 138 west for that distance. Work will be performed by the Town with Town as contractor.

9. Project Schedule Beginning Date: 08/01/2020

Project Ending Date: 10/31/2025

10. Project Cost Summary:

SUMMARY COST TOTAL:	State Multi-Modal Funding under this Schedule A	Local Funding (Insert Zero if None)
\$25,000.00	\$25,000.00	\$0

11. Eligible Project Type: (Please check one)

☒ Highway Resurfacing ☐ Bridge Rehabilitation ☐ New Highway Construction ☐ New Bridge Construction
☐ Highway Reconstruction ☐ Bridge Replacement ☐ Interchange Const./Reconstruction ☐ Intersection Improvement
☐ Aviation (Is this project consistent with an approved Airport Layout Plan)? ☐ Yes ☐ No
☐ Other (Please explain): _____

12. Signature of responsible Local Official: _____ Date: _____

13. Please print your Name & Title here: _____

14. Please list your area code & phone number here: _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any

amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate

any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If 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 State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION.

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct

an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally

identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion,

upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this

Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate

and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of

jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING.

To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor

in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Telephone
(914) 277-3539

FAX
(914) 277-3790

Thomas J. Tooma, Jr.
Building Inspector

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

**TOWN HOUSE
ANNEX
337 ROUTE 202
SOMERS, NY 10589**



MEMO TO: Rick Morrissey, Town Supervisor

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

RE: Emergency and Non-Emergency Electrical Work and Plumbing Contract Renewal

DATE: January 24, 2020

The current two-year contract issued on March 2, 2018 for plumbing with Bee & Jay Plumbing and Heating Corp. will be expiring. There is a clause in the contract allowing the Town to reserve the right to extend the contract for up to an additional two (2) years with no more than a 2% increase per year. This vendor has had this contract since 2014. Bee & Jay Plumbing and Heating has expressed their interest in renewing their contract.

In addition, permission is being requested to go out to bid for Emergency and Non-Emergency electrical work.

cc: Town Clerk

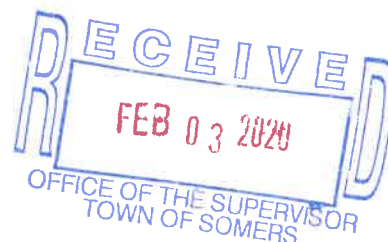
Sent to:
TB, TA, TC
2/3/2020
KD

Telephone
(914) 277-5582
Fax
(914) 277-3790

Town of Somers

WESTCHESTER COUNTY, N.Y.

DENISE SCHIRMER
SECRETARY
dschirmer@somersny.com



MEMO TO: Town Board

FROM: Denise Schirmer

RE: Memberships

DATE: February 3, 2020

On behalf of the Town, I would like to apply for yearly memberships for ELLA (Environmental Leaders Learning Alliance) - \$100.00 and NYSACC (New York State Association of Conservation Commissions) - \$75.00, allowing for all Town sanctioned Committees/Boards - Energy Environment Committee, Open Space Committee and the Planning Board eligible to participate in these organization's offerings.

Sent to:
TB, TA, TC
2/4/2020
KD

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



January 30, 2020

Memo

TO: Town Board

FROM: Rick Morrissey, Town Supervisor 

RE: Avalon – No Parking Signs

Highway Superintendent Nick DeVito, is requesting that the “No Parking During Snowstorms and Snow Removal – Subject to \$50 Fine” signs installed on the Town roads known as Clayton Boulevard, Halstead Street, Columbus Street and Hoyt Street be adopted under Chapter 158 so the signs can be enforced by the Police Department. The signs were approved by Planning Board Resolution (see attached), however, it was never adopted into the Town Code.

Chapter 158, Article 1, Section 158-6 of the Town Code addresses “parking prohibited in designated locations”.

Thank you.

Cc: Patty Kalba ~ Town Clerk
Roland Baroni – Town Attorney

RM/kd
Z:\Supervisor\kdelucia\Memos\Town Board_Avalon No Parking Signs.doc

WHEREAS, at its meeting of February 25, 2015, the Parks and Recreation Board agreed with the Applicant's request to reduce the recreation fee based on the provision of the 23 affordable housing units, similar to the Mews II reduction, but did not recommend a reduction for the proposed provision of a Town owned and maintained Town Green; and

WHEREAS, at the Planning Board meeting of March 11, 2015, it was determined that, in accordance with Section 170-41 of the *Code of the Town of Somers*, 28 "landbanked" but unbuilt parking spaces would be required to be shown on the plan to meet the parking requirement for the AvalonBay Project, since the 36 spaces around the Town Green in Town street rights of way do not officially fulfill this zoning requirement; and that as a result, a total of 332 parking spaces, or eight more than required, were to be provided; and

WHEREAS, at the meeting of March 11, 2015, having heard all those wishing to be heard, the Planning Board closed the public hearing and the Applicant agreed to waive the 62 day period for approval of a resolution; and

WHEREAS, in response to concerns of the Somers Highway Superintendent regarding parking on the Town roads surrounding the Town Green during snowstorms, it has been determined that parking spaces identified on Town Roads A, B, C and D shall be subject to and comply with the regulations of Chapter 158 Vehicles and Traffic of the Code of the Town of Somers whereby no vehicle shall be parked, left standing or abandoned upon a Town highway (as defined in the NYS Vehicle and Traffic Law) within the Town of Somers at any time during a snowstorm, flood, fire or other public emergency or when snow removal or ice control operations are in progress in those areas affected by any of the foregoing. To ensure compliance with such law, Avalon shall erect signs on the above Town roads indicating "No Parking During Snowstorms/Snow Removal - Subject to \$50 Fine" and that such signs shall be in place only during the period from December 1st to March 15th; and .

WHEREAS, by memorandum of June 12, 2015 regarding its meeting of June 4, 2015, the Parks and Recreation Board voted to recommend a reduction in the recreation fee due to the addition of draft stopping in the attics of the residential buildings and due to the Applicant's agreeing to build, own and maintain the Town Green and make it available for public use; and

WHEREAS, after review and analysis of the potential environmental effect of the proposed AvalonBay Project and the associated proposed Somers Realty Phase III subdivision, the Planning Board determined that the potential impacts resulting from the modifications compared to the approved Planned Hamlet Master Plan have been mitigated to the maximum extent practicable and determined that there are no significant additional impacts beyond those previously identified, discussed, and mitigated, and adopted a Negative Declaration at its meeting of July 8, 2015; and



Sent to:
JB, TA, TC
2/4/2020
KD

TOWN OF SOMERS
Local Law No. _____ For the Year 2020 (Draft 02-04-2020)

A Local Law to amend the Code of the Town of Somers Chapter 170 entitled Zoning:

Be it Enacted by the Town Board of The Town of Somers as follows:

Article VII. Office Business OB-100 Districts is hereby amended as follows:

1. Section 170-26 Principal Uses.

In an Office Business OB-100 District, no building, structure or premises, in whole or in part, shall be used and no building or structure, in whole or in part, shall be erected, enlarged, structurally altered or moved except for the following purposes or as herein elsewhere specifically provided, together with the accessory uses specified in § 170-27:

- A. One-family detached dwellings and the raising of fruit and garden crops primarily for the use of the lawful occupants thereof Any use permitted in in accordance with the lot and dimensional requirements of the Residence R80 District and subject to the limitations therein set forth. Multifamily residence in accordance with § 170-10 of this chapter and designed residential development in accordance with § 170-12 of this chapter, shall not be permitted.
- B. Office buildings for business and professional use, including administrative, executive, engineering, accounting, scientific, research and development, educational, statistical and financial purposes, provided that such principal use involves no machinery or process which emits dust, smoke, odor, fumes, noise or vibration or causes other nuisance, except for sign applications not part of a larger site plan amendment or modification, are subject to site plan approval by the Planning Board, in accordance with § 170-114 of this chapter.

Section 170-27. Accessory uses.

No accessory uses shall be permitted in an Office Business OB-100 District other than the following:

- A. Uses customarily accessory to a single-family dwelling as specified in § 170-11B(1) through B(9) of this chapter Any accessory use as permitted in a Residence R80 District and subject to the limitations therein set forth.
- B. Buildings and uses immediately and exclusively accessory to a principal office or special exception use, including the following:
 - (1) Clinics, cafeterias, banks, post offices, limited retail trade and service uses and recreation facilities, provided that all such accessory uses are designed and intended for the comfort, convenience and use of the occupants, employees and business visitors of the principal office use.

- (2) Management training facilities, including dormitory accommodations for students.
- (3) Facilities for the temporary accommodation of employees, visitors and guests of the principal office use.
- (4) Living quarters for custodians or caretakers of the on-site facilities.
- (5) Off-street parking and off-street loading space as required in Article X. Such space may be located either in surface parking lots or in parking garages.
- (6) Storage and maintenance facilities.
- (7) Central heating and power plants and other customary accessory utility services and facilities.
- (8) Bus stops, including passenger shelters.
- (9) Gatehouses and similar minor accessory structures.
- (10) Signs, subject to the limitations in § **170-126** herein and in accordance with the provisions and procedures of Chapter **6** and as depicted on an approved site plan.
- (11) Necessary exterior lighting.

Section 170-27a. Special exception uses.

In an Office Business OB-100 District, special exception uses shall be permitted only as specified in Article XV, subject to the limitations therein set forth.

Article XV. Special Exception Uses in Office Business OB-100 Districts is hereby amended as follows:

1. Section 170-92. Helistops

A special exception use permit may be granted by the Planning Board, after public hearing, for the construction and operation of a helistop in the Office Business OB-100 District, subject to compliance with the following special standards and requirements:

- A. Helistops shall be permitted only on lots having an area of at least 250 acres and shall be set back at least 750 feet from any street or property line.
- B. If a helistop is to be located within 1,000 feet of a residential property line, the applicant shall be required to submit noise tests, conducted on the property by an independent acoustical consultant utilizing approved sound-detection equipment and relating his findings to the Farnborough Intrusiveness Scale or other similarly recognized standard, and the Planning Board may approve such location only if the results of such tests are satisfactory to assure said Board that an unreasonable disturbance to the neighboring residential property will not be created.
- C. All landings and takeoffs shall be limited to daylight hours only and shall be carried out in accordance with visual flight rules weather conditions.

- D. All helicopters using such a facility shall be jet powered, unless it is determined to the satisfaction of the Planning Board that a different type of helicopter will result in a comparable or lesser noise level, and shall have a capacity of no more than eight passengers.
- E. The use of a helistop shall be limited to persons occupying or employed on the premises and their visitors and guests.
- F. The helipad (landing surface) shall be paved and maintained free from dust, dirt and other loose material which could be blown onto adjoining properties by the air wash.
- G. All federal and/or state licenses or approvals which are necessary for the operation of such a facility shall be obtained by the applicant and shall be maintained throughout the duration of the use, and all applicable federal and/or state rules and regulations shall be strictly complied with.
- H. In connection with its action on the special exception use permit application, the Planning Board may require submission of any additional studies and/or other information which it determines appropriate and may impose any additional standards and requirements as it deems necessary to promote the health, safety and general welfare of the community, including but not limited to limitations on the number and/or frequency of flights and the location of ingress and egress routes.
- I. No helistop shall be permitted unless its location will permit the final ingress and egress routes within 1/2 mile of such location to be over nonresidential lands.

2. Section 170-92a. Private, for-profit institution of secondary learning

On a lot of 250 acres or more, a special exception use permit may be granted, after a public hearing, by the Town Board, for a private, for-profit institution of secondary learning with classroom, service and administration buildings, dormitories for students, living quarters for faculty, staff, and custodians or caretakers of the on-site facilities, infirmary, art center, head of school residence, and customary indoor and outdoor recreation and athletic facilities, such as playfields, tennis courts, gymnasiums and fieldhouses, provided that:

- A. No principal building or structure, or recreation area or field, shall be:**
 - (1) nearer than 500 feet to any property line abutting a residence district or B-HP Business Historic District; or**
 - (2) nearer than 500 feet to any property line abutting the street line of any State road; or**
 - (3) nearer than 100 feet to any other property line.**
- B. Recreation facilities shall be operated as an adjunct to such institution and shall not be leased or otherwise utilized by others for gain except for use by the Town of Somers or the Somers Central School District.**

- C. The lot on which the institution is located shall have frontage on and direct access from a State road.
- D. The institution shall be served by water and sewer systems, including an on-site wastewater treatment facility, and heating and power and other customary accessory utility services and facilities. A wastewater treatment facility may be located on a separate lot that does not meet the dimensional standards and requirements in § 170-28 or the minimum lot area in this § 170-92a and does not have frontage on a street.
- E. Accessory uses and structures may be located in the required setback areas, provided that they are no closer than 100 feet from any street or any residence district, except for permitted entry and exit drives and minor accessory structures and uses such as necessary utility service facilities, bus stops and gatehouses, further provided that such minor accessory structures and uses are shown on a site plan approved by the Planning Board. Except as permitted above, the one-hundred-foot minimum required setback area from street lines and residence districts shall be maintained as a buffer area, either to be preserved in its natural state or to be landscaped in a manner to be approved by the Planning Board.
- F. One freestanding identification sign not exceeding 100 square feet in area may be erected at each entrance drive to the use, in addition to directional signs which may be located in and around parking areas, internal roads, pedestrian ways, and on buildings, and identification signs on buildings provided that such identification signs are shown on a site plan approved by the Planning Board. All such signs may be illuminated, but shall not be internally illuminated or illuminated by flashing or intermittent lights, and no red, green, orange or yellow lights which, by reason of their location, might be confused with traffic lights and no fluttering or revolving devices, banners or yard signs shall be permitted.
- G. The maximum permitted building height for principal buildings shall be four stories but not over 55 feet, except as provided in § 170-47, and the maximum permitted building height for accessory structures shall be two stories but not over 30 feet.
- H. On-site parking shall be provided as follows:
Student: 1 space per 12 resident students; plus 1 space per 4 day students.
Employees/Faculty: 1 space per employee; 1 space per faculty member.
Visitor: 1 space per 25 students.
- I. Maximum Floor Area Ratio (FAR) shall be 0.15 for all uses.
- J. The maximum percent of a lot to be occupied by principal buildings shall be 5% and by accessory buildings, 2%.

Sent to:
TB,TA,TC
2/4/2020
KD

PLANNING AND ENGINEERING DEPARTMENTS

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SOMERS, NY 10589
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Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



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

MEMORANDUM

TO: Town Board

FROM: Syrette Dym, Director of Planning

DATE: July 18, 2019

RE: **Proposed Amendments to Town of Somers Comprehensive Plan Update of February 11, 2016 Regarding A New Private School in the OB-100 Zoning District on the Former IBM Property**

The Town of Somers Comprehensive Plan Update adopted February 11, 2016 identified a variety of overall goals and objectives as well as specific recommendations that applied to the 344.9 acre site of the proposed New Private School within the 723.1 acre site of the former IBM campus in the OB-100 Zoning district in the town. To accomplish location of the school on this site, the applicant is proposing amendments to OB-100 district would a permit private, for-profit institution of secondary learning as a special exception use within the district.

Many of the references within the plan would support the proposed use on the IBM site while other language within the plan would need amending to support such a use.

This memorandum will identify those statements which support the proposed use and then identify the language that would need modification and suggest the necessary modifications.

Comprehensive Plan Support for the Proposed New a Private School Use with the OB-100 District on the Former IBM Site

Page 8 - Goal #3 Enhance Economic Base 4th bullet:

"Consider zone modifications necessary to ensure viable reuse of large scale non-residential properties"

Page 112 – Policy 6: Sustainability – Provide a sustainable future to residents of the town of Somers

Consideration for sustainability should permeate all aspects of planning for the future of Somers. Concerns for reducing greenhouse gases, utilizing alternative energy resources, harnessing solar power, providing alternative energy sources for street lighting and providing for transportation alternatives to the automobile including sidewalks for walking and bike path/lanes for cycling should be part of the conversation for all land use and capital project planning.

Comprehensive Plan Language that Needs Modification

Page 11- **Commercial and Office.** Most commercial land area in Somers is concentrated in the two corporate campuses originally developed for use by IBM and Pepsi, both in the eastern portion of the Town along Route 100 (Somerstown Road). The 1994 Plan noted that development of these two sites, totaling nearly 1,000 acres, had fully implemented the 1972 Plan's recommendation to diversify the Town's tax base by land area, and are generally found in the historical crossroads areas, such as Somers Hamlet, Whitehall Corners, Baldwin Place and Granite Springs. The departure of Pepsi and IBM from ~~its~~their campus sites may require the Town to consider adaptive reuse of the sites with viable permitted and special permit uses ~~for the site~~ that will continue to diversify land use and the tax base.

Page 18 - **Office zoning.** Somers' two campus office zones, OB-100 and CRO, largely reflect the original uses of those properties, IBM and Pepsi, respectively. However, due to the departure of Pepsi ~~both corporations from its~~their campuses in the Town, the time may be right to re-examine the office zoning. As companies throughout the region have downsized or consolidated their operations in the past decade, demand for a single-user corporate campus has become increasingly limited. Instead, corporations are choosing to locate in cities and other urbanized areas, in close proximity to transit, housing and other amenities. In response, municipalities in Westchester County and elsewhere in the metropolitan area are looking to expand the range of potential uses allowable on large-scale office sites recognizing the value of diversifying their tax base and improving connectivity both on-site and to the larger community. For example, the Town of Harrison's 2013 comprehensive plan recommends creation of a mixed-use zone in the "Platinum Mile" area along I-287 allowing for the introduction of assisted-care, senior and multifamily housing by special exception permit. Limited retail and restaurant uses would also be allowed by special exception permit, and any new development or substantial redevelopment would be required to include street and sidewalk connections to adjacent properties.

The Town of Somers may consider a similar approach, either through the creation of a new zoning district for the Pepsi ~~sites~~ or through adjustments to the existing CRO Corporate Research/Office district and OB-100 district. In terms of permitted or special permit uses for the existing zones or a newly created districts, uses such as assisted-living, private for-profit day and boarding institutions of secondary -learning or institutions of higher learning, two of which are now permitted as special exception uses by the Zoning Board of Appeals, may be considered as permitted uses or special exception use under the jurisdiction of the Planning Board or the Town Board. Other uses that may be explored as principal uses include medical office, hotels and recreational uses. Retail and restaurants are currently permitted as accessory uses in the CRO

zone; these uses are not proposed to be considered as principal uses given the potential negative impacts on traffic and the need to protect the traditional business areas in Somers Hamlet, the neighborhood crossroads areas and the Route 6 corridor.

Elements of the existing CRO zone that should be explored for revision include the large minimum lot area (150 acres), the extremely low coverage requirements (4% for principal buildings) and FAR. Other adjustments to the OB-100 district may also be required to accommodate additional desired uses.

Page 19 - Policy 3 – Office Zoning: Consider Creation of New CRO District or Modifications to Existing CRO District:

Policy 3 Office Zoning Actions:

- Consider a new district to replace the existing CRO district or adjustments to existing CRO district to accommodate new uses
- Consider adjustments to existing OB-100 district to accommodate new uses
- Consider permitted uses under jurisdiction of Planning Board rather than special permit uses under jurisdiction of Zoning Board of Appeals.

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Page 69 – Campus Office Areas

Two large sites on State highways within a mile of I-684 are zoned and used for major office facilities. Originally built by and for IBM and Pepsi, the Pepsi site was sold in 2015 in anticipation of Pepsi vacating its operation at that location. IBM also vacated and sold its site. Both sites have environmental constraints such as wetlands and watercourses, as well as having small areas within the Groundwater Protection Overlay District.

The nine-story Pepsi office building is being marketed for new business uses, the type or types as to be determined. Along with traditional offices, the mapped CRO Corporate Research/Office District permits uses allowed in the R80 district that range from residential uses to special permit uses, including hospitals and skilled nursing facilities, clubs and golf courses. While originally tenanted as a single corporate use, multi-tenancy is the most likely outcome. The IBM site is currently zoned OB-100 Office Business District and permitted uses range from those permitted in an R80 district to offices. Its core campus and existing buildings are being considered in 2019 for adaptive reuse as a private, for-profit day and boarding institution of secondary learning requiring modifications to the OB-100 to permit this as a special exception use. Portions of the overall site would not be allocated for school use and would be available for future development within the OB-100 district regulations.

Given the status of the Pepsi site, the potential opportunities for additional development – limited as they may be on existing sites – and the lack of other large sites with access to the regional highways that can be adequately buffered, this Plan does not recommend the addition of other campus office land uses. With the future re-occupancy of the Pepsi and IBM sites, this Plan recommends that the town monitor the trend for multi-tenant, multi-uses on campus office sites to determine if unanticipated or off-site impacts result from changes in occupancy and if those impacts need to be regulated or mitigated.

Page 115 – 9.1 Existing Conditions

Parks, Open Space, Agricultural Uses and Underutilized Land (see Figure 21)

The Town's open space has varying statuses and falls into a variety of categories. Parks are those lands owned by a governmental entity that permanently provide passive or active recreational use. Open space lands can be temporary or permanent, public or private. Permanent open space refers to land or surface water that has been committed by its owner to open use through conservation easements, deed restrictions or approval process conditions in the case of land, or that are designated as part of the New York City watershed. Uses can be passive or active recreation, farming, open land or watershed resources. Maintaining the open character of Somers is associated with protection of natural, recreation and aesthetic resources.

Agriculturally designated lands, including Stuart Farm and Stonewall Farm, are currently being farmed or used as pasture lands, but are zoned for low-density residential use. While Stonewall Farm ~~and have~~ has no guarantee of remaining as farms or pasture lands into the future, Stuart Farm is now guaranteed as such due to the creation of conservation easements on its lands created in conjunction with the Westchester Land Trust, Inc. Westchester County and Scenic Hudson Land Trust, Inc. Vacant land for which no plans have been approved or commitment made for their future development is subject to change and will likely be developed over time to become part of the built environment. Other open land consists of those parcels that are not vacant or undeveloped but whose use is at a scale below the development potential allowed by zoning. The large-scale Pepsi, IBM and Lincoln Hall sites and lands are considered underdeveloped and potentially subject to change. The former IBM site is an example given a proposal to subdivide the large site into four parcels, one of which will be an adaptive reuse of the existing IBM buildings as a private boarding institution of secondary learning, one parcel will remain as the site of existing infrastructure and utilities and two vacant parcels will be available for unspecified development in the future.

Page 121 – Private Open Space and Vacant Land

The 2004 Parks Master Plan identified 91 open space properties totaling 2,220 acres in the Town as of February 2003. As of September 2014, based on vacant parcels of 5 acres or more, there were 73 parcels totaling 1,553± acres. While providing a sense of open space and scenic vistas, many parcels are privately held with future development potential and, therefore are properties subject to change. Others are Town-owned or land owned by the City of New York as watershed lands. Some are private open space created by conservation easement, restrictive covenants or conditions resulting from the subdivision or created by conservation easements, restrictive covenants or conditions resulting from the subdivision or site plan review and approval process. The 11± acres BOCES property at the Town's western boundary with Yorktown is owned by the Putnam/Westchester Board of Cooperative Education Services and provides a continuing sense of open space in the western corridor of Somers. Other examples of private open space include common open space in condominium developments, open space within clustered subdivisions or land dedicated to neighborhood parks maintained by the community.

In addition, there are large tracts of open space associated with the former IBM and former Pepsi sites which offer passive open space, vistas and active recreation. Former IBM-owned sites include the main building site of 723± acres and an associated 74± acre

vacant parcel, as well as 163± acre and 32± acre parcels, the last of which contains the New York State Police barracks. In total, IBM and its affiliates owned 943± acres in the Town. With the exception of approximately 12 acres sold to the Somers Fire District, the remainder has been sold to a private real estate entity which is now seeking to subdivide the 723+ acre parcel and adaptively reuse the core former IBM buildings and some of the immediately surrounding land as a private, for-profit day and boarding institution of secondary learning. In the case of the former 206± acre Pepsi site, softball and tennis courts are provided on-site for use by employees. While not open for use by the community at-large, these resources enhance the overall network of green space within Somers and provide for undeveloped scenic vistas to and from important cultural and historic sites and roadways. The 447-acre Lincoln Hall property and the 244± acre Anglebrook Golf Course Property are private properties that could be subject to future change.

Page 152 & 153 – 11.3.2: Commercial and Office Land Use

These areas are shown on the map in red and pink, and correspond to the Town's primary business areas and major corporate users.

Retail/mixed use. This designation is found in Somers Hamlet, along the Route 6 corridor in Baldwin Place and at the various other business nodes located in the traditional Somers "crossroads" areas. While retail is the primary use envisioned by this designation, it is assumed that office and residential uses may also be found in these areas.

Campus Office. This classification corresponds to the former IBM and former-Pepsi properties. Although the PepsiCo property has been sold, ~~reports have indicated that the site will likely continue its office use with one or more new tenants.~~ The owner of the former IBM site is seeking a subdivision in which two of the proposed four parcels would be allocated to a private, for-profit secondary school use. These parcels would, therefore, change from the Business category of Campus Office designated pink on Figure 26: Future Land Use Plan to the Public and Semi-Public Facilities category of Schools and the medium blue designation.

Office and Light Industry. This designation is intended to capture the general business and light industry uses within Somers and is mapped for an area along Route 100 across from the former IBM site. Although such uses may be found elsewhere in Somers in scattered Office and Light Industry Zones, this area is the primary location where they are situated.

The primary zoning recommendation concerning commercial and office uses is the consideration of zoning text adjustment and design guidelines that would govern the location of differing types of uses within the category. For example, industrial uses would require significant setbacks from roadways and adjacent residential uses to lessen their visual and environmental impacts and to ensure that OLI district requirements are consistent with the needs and operations of today's businesses. Alternatively, consideration would be given to creation of a general business and office district, as distinguished from a light industry district. This would allow for different dimensional and design requirements that may be appropriate for these different categories of uses. While the creation of a general business and office district could result in zoning map

changes, these would still be consistent with the Future Land Use Plan. Because the Office and Light Industry land use category has been designed to accommodate a broad range of existing and anticipated future uses.

Sent to:
TB, TA, TC
2/4/2020
KD

PROPOSED REVISIONS TO TOWN OF SOMERS COMPREHENSIVE PLAN UPDATE

ADOPTED FEBRUARY 11, 2016

Page 11

Commercial and Office. Most commercial land area in Somers is concentrated in the two corporate campuses originally developed for use by IBM and Pepsi, both in the eastern portion of the Town along Route 100 (Somerstown Road). The 1994 Plan noted that development of these two sites, totaling nearly 1,000 acres, had fully implemented the 1972 Plan's recommendation to diversify the Town's tax base by land area, and are generally found in the historical crossroads areas, such as Somers Hamlet, Whitehall Corners, Baldwin Place and Granite Springs. The departure of Pepsi and IBM from ~~their campus sites~~ may require the Town to consider adaptive reuse of the sites with viable, viable permitted and special permit uses for the site that will continue to diversify land use and the tax base.

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Page 69

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Page 115

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Parks, Open Space, Agricultural Uses and Underutilized Land (see Figure 21)

The Town's open space has varying statuses and falls into a variety of categories. Parks are those lands owned by a governmental entity that permanently provide passive or active recreational use. Open space lands can be temporary or permanent, public or private. Permanent open space refers to land or surface water that has been committed by its owner to open use through conservation easements, deed restrictions or approval process conditions in the case of land, or that are designated as part of the New York City watershed. Uses can be passive or active recreation, farming, open land or watershed resources. Maintaining the open character of Somers is associated with protection of natural, recreation and aesthetic resources.

Agriculturally designated lands, including Stuart Farm and Stonewall Farm, are currently being farmed or used as pasture lands, but are zoned for low-density residential use. While Stonewall Farm and have has no guarantee of remaining as farms or pasture lands into the future, Stuart Farm is now guaranteed as such due to the creation of conservation easements on its lands created in conjunction with the Westchester Land Trust, Inc. Westchester County and Scenic Hudson Land Trust, Inc. Vacant land for which no plans have been approved or commitment made for their future development is subject to change and will likely be developed over time to become part of the built environment. Other open land consists of those parcels that are not vacant or undeveloped but whose use is at a scale below the development potential allowed by zoning. The large-scale Pepsi, IBM and Lincoln Hall sites and lands are considered underdeveloped and potentially subject to change. The former IBM site is an example given a proposal to subdivide the large site into four parcels, one of which will be an adaptive reuse of the existing IBM buildings as a private boarding institution of secondary learning, one parcel will remain as the site of existing infrastructure and utilities and two vacant parcels will be available for unspecified development in the future.

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Private Open Space and Vacant Land

The 2004 Parks Master Plan identified 91 open space properties totaling 2,220 acres in the Town as of February 2003. As of September 2014, based on vacant parcels of 5 acres or more, there were 73 parcels totaling 1,553± acres. While providing a sense of open space and scenic vistas, many parcels are privately held with future development potential and, therefore are properties subject to change. Others are Town-owned or land owned by the City of New York as watershed lands. Some are private open space created by conservation easement, restrictive covenants or

conditions resulting from the subdivision or created by conservation easements, restrictive covenants or conditions resulting from the subdivision or site plan review and approval process. The 11± acres BOCES property at the Town's western boundary with Yorktown is owned by the Putnam/Westchester Board of Cooperative Education Services and provides a continuing sense of open space in the western corridor of Somers. Other examples of private open space include common open space in condominium developments, open space within clustered subdivisions or land dedicated to neighborhood parks maintained by the community.

In addition, there are large tracts of open space associated with the former IBM and former Pepsi sites which offer passive open space, vistas and active recreation. Former IBM-owned sites include the main building site of 723± acres and an associated 74± acre vacant parcel, as well as 163± acre and 32± acre parcels, the last of which contains the New York State Police barracks. In total, IBM and its affiliates owned 943± acres in the Town. With the exception of approximately 12 acres sold to the Somers Fire District, the remainder has been sold to a private real estate entity which is now seeking to subdivide the 723± acre parcel and adaptively reuse the core former IBM buildings and some of the immediately surrounding land as a private, for-profit day and boarding institution of secondary learning. In the case of the former 206± acre Pepsi site, softball and tennis courts are provided on-site for use by employees. While not open for use by the community at-large, these resources enhance the overall network of green space within Somers and provide for undeveloped scenic vistas to and from important cultural and historic sites and roadways. The 447-acre Lincoln Hall property and the 244± acre Anglebrook Golf Course Property are private properties that could be subject to future change.

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11.3.2: Commercial and Office Land Use

These areas are shown on the map in red and pink, and correspond to the Town's primary business areas and major corporate users.

Retail/mixed use. This designation is found in Somers Hamlet, along the Route 6 corridor in Baldwin Place and at the various other business nodes located in the traditional Somers "crossroads" areas. While retail is the primary use envisioned by this designation, it is assumed that office and residential uses may also be found in these areas.

Campus Office. This classification corresponds to the former IBM and former-Pepsi properties. Although the PepsiCo property has been sold, reports have indicated that the site will likely continue its office use with one or more new tenants. The owner of the former IBM site is seeking a subdivision in which two of the proposed four parcels would be allocated to a private, for-profit secondary school use. These parcels would, therefore, change from the Business category of Campus Office designated pink on Figure 26: Future Land Use Plan to the Public and Semi-Public Facilities category of Schools and the medium blue designation.

Office and Light Industry. This designation is intended to capture the general business and light industry uses within Somers and is mapped for an area along Route 100 across from the former IBM site. Although such uses may be found elsewhere in Somers in scattered Office and Light Industry Zones, this area is the primary location where they are situated.

The primary zoning recommendation concerning commercial and office uses is the consideration of zoning text adjustment and design guidelines that would govern the location of differing types of uses within the category. For example, industrial uses would require significant setbacks from roadways and adjacent residential uses to lessen their visual and environmental impacts and to ensure that OLI district requirements are consistent with the needs and operations of today's businesses. Alternatively, consideration would be given to creation of a general business and office district, as distinguished from a light industry district. This would allow for different dimensional and design requirements that may be appropriate for these different categories of uses. While the creation of a general business and office district could result in zoning map changes, these would still be consistent with the Future Land Use Plan. Because the Office and Light Industry land use category has been designed to accommodate a broad range of existing and anticipated future uses.