

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

ROBERT SCORRANO
SUPERVISOR



**SOMERS TOWN BOARD
REGULAR MEETING - 7:00pm
THURSDAY, APRIL 20, 2023
www.somersny.com**

6:00pm Executive Session

I. PLEDGE OF ALLEGIANCE:

7:00pm Regular Meeting

II. ROLL CALL:

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

III. APPROVAL OF MINUTES:

IV. 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
REGULAR MEETING - 7:00pm
THURSDAY, APRIL 20, 2023
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V. BUSINESS OF THE BOARD:

A. TOWN BOARD:

1. Town of Somers – Update
2. Somers Land Trust Presentation – Michael Barnhart, President and Bob MacGregor, Vice President
3. Consideration to officially recognize Arbor Day, April 28, 2023 by issuing a proclamation – Discussion
4. Authorize the Supervisor to execute:
 - a. The easement documents for the proposed Mitchell Subdivision.
 - b. The proposal from Gordian for replacement of the flat roof on the Town of Somers Town House in the amount of \$46,465.95.
5. Combine July 6, 2023 Work Session & July 13, 2023 Regular Meeting – Discussion
6. Combine August 3, 2023 Work Session & August 10, 2023 Regular Meeting – Discussion

B. PARKS & RECREATION: No additional business.

C. FINANCIAL: No additional business.

D. HIGHWAY: No additional business.

E. PERSONNEL:

1. **Current Vacancies:**
 - a. Affordable Housing Board (1- 2-year term ending 7/11/2024.)
 - b. Parks and Recreation Board (1 – 3-year term ending 3/9/2026.)
 - c. Partners in Prevention (1- 3-year term ending 12/31/2023.)
 - d. Partners in Prevention (3- 3-year terms ending 12/31/2025.)
2. **Upcoming Vacancies - Terms Expiring in 2023:**
 - a. Affordable Housing Board (2- 2-year term ending 7/11/2023.)

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3. Authorize the re-appointment of Michele Sanz to the Somers Parks and Recreation Board to a three-year term ending March 9, 2026.
4. Authorize the re-appointment of John DeMase to the Somers Architectural Review Board to a three-year term ending March 31, 2026.

F. PLANNING & ENGINEERING: No additional business.

G. POLICE: No additional business.

H. CONSENSUS AGENDA:

1. Accept the following Bonds per April 6, 2023 and April 11, 2023 memos from Steve Woelfle, Engineering Department:
 - a. \$6,300.00 Erosion Control Bond
Somers Sanitation Inc., Site Plan, TM: 28.10-1-7.1, 9 & 11
 - b. \$5,250.00 Erosion Control bond
Tractor Supply Site Plan, TM: 4.20-1-11.1 through 11.9
2. Authorize the return of the following Bond per March 7, 2023 memo from Steven Woelfle, Engineering Department:
 - a. \$500.00 Erosion Control Bond
NYS Mesonet Stuart Farm Weather Station, TM: 26.11-1-2
3. Authorize the following SEQRA/Professional Service Fee refund per March 7, 2023 memos from David B. Smith, Town Planner:
 - a. \$763.75 Verizon Wireless – Heritage Hills
TM: 17.05-20-2
 - b. \$1,362.50 Sprint/T-Mobile – 121 Route 100
TM: 38.17-1-5
4. Schedule a Public Hearing for proposed stop signs in various locations in Shenorock, for May 11, 2023.
5. Acknowledge completion and receipt of the Town Justice Court Audit by our Certified Public Accountants PKF O'Connor Davies., LLP in accordance with Section 2019-a of the Uniform Justice Court Act for the year ending December 31, 2022.

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6. Request permission to have six (6) new Partners In Prevention signs hung below existing No Littering in Somers signs located at various locations in the Town of Somers per memo dated March 13, 2023 from the Partners in Prevention Committee.
7. Request permission to use General Fund Balance for Capital Project to purchase twenty (20) new MTA L3 Harris XL-185P Portable Radio Systems at \$5,025.00 each plus options in the amount of \$4513.20 for an estimated total of \$105,013.20 per memo dated March 22, 2023 from Nicholas DeVito, Superintendent of Highways.
8. Authorize the Supervisor to execute the:
 - a. The 2023 Fireworks agreement between Garden State Fireworks, Inc and the Town of Somers in the amount of \$12,000.00.
 - b. The IIIB Transportation Services Contract, for the period of January 1, 2023 through December 31, 2023 per memo dated April 11, 2023 from Barbara Taberer, Seniors and Nutrition Program Director.

2023 Calendar

| | | |
|----------------|--------|----------------------------|
| April 20, 2023 | 7:00pm | Town Board Regular Meeting |
| May 4, 2023 | 7:00pm | Town Board Work Session |
| May 11, 2023 | 7:00pm | Town Board Regular Meeting |
| June 1, 2023 | 7:00pm | Town Board Work Session |
| June 8, 2023 | 7:00pm | Town Board Regular Meeting |

Sent to:
TB, TA, TC
4/17/23
KD

January 2023

Somers Land Trust and the Angle Fly Preserve

PREFACE

When Angle Fly Preserve (AFP) was acquired in 2006, as part of the purchase agreement, the Town of Somers was tasked with managing the property and complying with the terms of the New York State Department of Conservation's (NYSDEC) conservation easement (CE) governing the use of AFP. To help the Town meet these responsibilities, the Somers Land Trust (SLT) agreed to take on AFP's day-to-day management responsibilities and was designated by Town Board resolution as stewards of the Angle Fly Preserve. The Somers Land Trust is a not-for-profit all-volunteer organization that has members with expert knowledge and skills as well as access to the technical expertise and authority of the various government agencies and conservation organizations that are pivotal to developing and managing Angle Fly Preserve for the Town of Somers. Furthermore, as a result of these connections SLT has been especially well-placed to tap into the constellation of grants available in New York State to fund the work necessary to create and maintain a park dedicated to conservation.

Since 2006, the Somers Land Trust has obtained or provided the equivalent of \$1,363,900 in grants, donations, volunteer hours and subject expertise for the management and stewardship of Angle Fly Preserve. The taxpayer savings are important, but local volunteer involvement has also been impressive and, above all, has promoted Somers as a community.

This report provides a high-level summary of the current status of the Angle Fly Preserve. Together with the Management Plan it can be used to set the future direction of the Preserve. Recently the voters of NYS approved a \$4.2 billion bond for climate change mitigation, flood-risk reduction, water infrastructure, land conservation and recreation. In addition, the Federal Government has passed legislation allocating \$1.7 trillion for infrastructure, climate, environment, and sustainability issues. Millions of dollars will be made available for environmental, climate and sustainability projects. The Town of Somers with its 654-acre Angle Fly Preserve can take a leadership position in this area that would bring in both millions of dollars and enhance community pride.

HISTORY

On May 16, 2006, the Town of Somers and its funding partners closed on the purchase of the Angle Fly Preserve, which included a conservation easement placed on the Preserve by the State of New York. On March 8, 2007, the Somers Town Board

unanimously adopted a resolution authorizing the Somers Land Trust (SLT) to oversee planning, development, and public use of the natural areas of the Angle Fly Preserve.

The SLT, supported by the Westchester Land Trust and Teatown Lake Reservation, obtained a grant from the Land Trust Alliance to inventory the natural and recreational resources of the property and write a management plan to provide a framework and policies to guide the future development and use of the Preserve. The Management Plan set forth how the property would be developed and used as a public park such that the terms of NYSDEC's conservation easement were implemented. The Management Plan developed by SLT was presented on January 10, 2010 to the Somers Town Board, the County of Westchester, NYC DEP and the NYS DEC.

For easier management of the Angle Fly Preserve property by SLT, the Preserve was divided into three sections. The eastern section comprised the area east of Route 139. The central section included the area west of route 139 to the AT&T north south right of way and includes the 15 acres portion of property owned by the Town of Somers. The western section includes all the NYC DEP portion of the property. The Somers Land Trust coordinates with NYC DEP on the management of the DEP property as this property falls under the DEP rules and regulations. The Town of Somers has a permit for the use of this property.

One of SLT's first goals was to get the public on the land as soon as possible and open at least one trail. With the assistance of the New York-New Jersey Trails Conference, the first trails were laid out, and in 2007, Angle Fly was officially opened to the public for hiking and similar passive recreation.

The SLT also engaged the Watershed Agricultural Council to send forester Andrew Hubbard to inventory the woodlands and write a forestry plan. Completed in 2007, the "Watershed Forest Management Plan—Angle Fly Preserve" was incorporated into the management planning for the property. A main issue identified in the forestry plan was the alarming overabundance of deer which, through pervasive browsing of tree seedlings and saplings, was imperiling forest regeneration on the property. The forester advocated some form of control as one of the most important tasks in protecting AFP's natural resources.

NYS's governing CE for Angle Fly Preserve lays out a large range of public recreational uses. SLT, in consultation with NYSDEC narrowed those uses to what the property could feasibly support. One use that DEC insisted on, and that we came to view as essential to protecting AFP's natural resources, especially its native plants and soils, was hunting. Hunting could also address the habitat degradation identified in the forestry plan. Hence SLT convened an advisory committee with representatives from sporting organizations, the NYSDEC, NYCDEP, Westchester County Parks, and local and State law enforcement to devise a managed hunting program that protected public safety while targeting the overabundance of deer on the property. Angle Fly was subsequently opened for hunting, as were many public parklands at the time, with the

aim of lowering the deer population. The program, administered by SLT with the support of the Somers Parks and Recreation Department, has been highly successful with an unblemished safety record and consistent participation. It has been looked at as a regional model by other organizations and localities faced with the same problem.

The CE also emphasizes the desirability of trails and hiking opportunities on the Preserve. To “kick start” the development of a public trail system, a \$75,000 grant was secured the NYS Office of Parks, Recreation, and Historic Preservation. This grant required the construction of trails and supporting infrastructure such as bridging, kiosks, bathroom facilities, and so forth. In addition, many other allied projects, such as hazard removal, were undertaken in support of the Management Plan and to enhance the community's experience at the Preserve. The \$75000 grant projects were completed at year end 2017.

As part of grant, SLT designed, developed, and managed the completion of ten miles of hiking trails, with kiosks and signs installed at each trail access point and elsewhere within the Preserve. 27 trail intersection signs were installed and detailed professional trail maps were designed, printed, and posted throughout. Trails were blazed to New York/New Jersey Trail Conference standards. A DEC permit was obtained and a 40 ' single span fiberglass truss bridge was installed across the Angle Fly Brook with over 100 volunteers involved in the multi day project. Two composting toilets were installed. SLT engaged with the NYC DEP for an access permit issued to the Town of Somers to continue the trail network onto DEP property. Finally, SLT managed the volunteer workforce that provided over 3,000 hours to meet the \$25,000 match for the \$75,000 grant.

The Town of Somers retained ownership of 15 acres which is part of the central section of the Angle Fly Preserve with the natural areas and authorized structures managed and maintained by the Somers Land Trust as per the March 8, 2007 resolution. The front, two-acre section of the property is known as the Reynolds Farm Area and the back section is known as the Condo Area. The SLT recognizes that this portion of Town of Somers property now falls under the guidance of the Town of Somers Tree Board/Open Space Committee regarding the trees.

REYNOLDS FARM AREA

The Reynolds Farm is part of the Mt. Zion historical neighborhood and was one of the five original homesteads on the west side of Primrose Street in 1776. The house was originally part of the Silas Reynold's homestead. Silas' father James Reynolds served in the Revolutionary War, and both are buried in Mt Zion burial ground. The interior framing of the house retains its original hand-cut mortise-and tenon construction complete with carpenter's marks.

In January 2013, the Somers Land Trust presented a proposal to the Town for the Reynolds Farm Area Restoration and the Reynolds House Rebuild. Much of the development work for the Reynolds Farm Area has been completed and the SLT

portion of the Reynolds House rebuild project has been completed. Remaining work is the responsibility of the Town of Somers.

Reynolds House Rebuild:

The Reynolds House rebuild proposal was to create a two or three-bedroom family friendly, residential house to be occupied by a town employee who would provide some caretaker duties. The objective was to have a Town presence on site to reduce vandalism and increase the safety of visitors.

The preliminary funding model estimated the Town of Somers would invest \$100,000 from Recreation Fees, while the Somers Land Trust estimated that it would facilitate donation of \$100,000 of contractor time plus \$100,000 in donated materials and \$100,000 from grants, volunteer time and fundraising. The finished house would have a hypothetical market value of \$500,000 to \$600,000.

As of year-end 2022, the Somers Land Trust has met its funding obligation estimate by providing over \$300,000 (contractor donated time \$115,000, donated materials and services \$71,500 and grants, volunteer time and fundraising \$117,000).

The estimated \$100,000 Town investment has been exceeded at this point and is expected to continue to rise based on contractor modification decisions, changes to the building use and the decision to discontinue the solicitation and use of donated contractor time, donated materials, and volunteers.

Poultry Barn Restoration: One of the first projects initiated by the Somers Land Trust was the poultry barn restoration. The original poultry barn was built about 1850 and was unusable due to extreme disrepair. Brenner Builders, a local contractor, volunteered to provide labor, framing and siding material to rebuild the barn to the original 1850 look. Interstate Lakeland Lumber provided framing lumber, and the Somers Lions Club provided labor and materials to stain the building and install the shingle roof. (Value \$10,000)

Terrace and Sitting Wall Restoration: Local contractor Contech Construction Technologies volunteered to replace the broken concrete pad by the poultry barn with new bluestone terrace and build a sitting wall around the terrace. (Value \$7,000)

Mickey Oliver Native Habitat Restoration Area: This multi-phased project was named after the former Somers Town Historian who championed the historical value of the Reynold farmstead. Phase One was a detailed landscape design for the pond area which Eberlin and Eberlin, a local landscape design company volunteered to provide. (Value \$5,000).

Phase Two consisted of dredging the 1850 constructed pond. Over the years the pond had filled in with natural debris and was only about three feet deep. Town resident Chris Cacase offered to donate his time and his employer's excavator to dredge the pond.

(Value \$20,000). Boniello Development donated funds for an aeration system for the pond to maintain the health of the newly-dredged pond. (Value \$10,000).

Phase Three was building the hardscape for the Native Habitat Showcase Garden. Lawton Adams donated twenty tons of large boulders to create steps to the pond and act as accent boulders in the garden. (Value \$2,500). The landscaping and boulders were all moved into place by volunteers. (Value 200 hours/\$5,000).

Phase Four was obtaining and planting the native plants. Approximately 525 plants representing 70 different varieties were planted, with about 325 plants purchased from Earthtones Nursery, Rosedale Nursery and Hardscrabble Farms while the remaining plants were donated by local residents. (Value \$4000). Approximately 25 people spent about 260 hours planting and mulching the garden. (Value \$6,500).

Phase Five was creating the path and creating the sitting area. This was done with volunteer labor with the help of A&V construction. (Value 40 hours/\$1,000).

In addition, there have been sixteen Boy Scout Eagle Scout projects and one Girl Scout Silver Project as part of the Native Habitat Restoration Area. These projects include a Preserve entrance kiosk, native Indian grass planting with benches, a rain garden, several rain barrels, steep bank planting behind the composting toilet, a native fern glen, two pollinator gardens, a bird feeding garden, an invasive plant removal project, a plant propagation area, kiosk and benches by the poultry barn, and two tree/flower planting project around the pond at the Preserve entrance. Volunteer hours for the projects averaged about 70 hours each, for a total of 560 hours while average plant and materials contribution was \$700. (Value \$41,650).

Watershed Agricultural Council Trees for Tributaries Projects: The first “Trees for Tribs” project was sponsored by the Somers Land Trust and included 198 trees and shrubs. They were planted on the slope between Primrose Street and the pond to mitigate road runoff and replace invasive species with native habitat. This was followed by two additional Trees for Tribs projects, one a Girl Scout Gold project (the 30 Tree Memory Forest which honors local residents) while the other was a Boy Scout Eagle project (45 trees and shrubs). The Girl Scout project has since been expanded to add additional trees. All three of these projects were designed to improve the Angle Fly Preserve entrance. Because of the sensitive nature of the areas planted, much of the work needed to be done by hand. Overall, about 275 trees and shrubs were included in these projects. The value of the plants and materials for the projects amounted to about \$7500 and the labor would have been an additional \$20,000. (Value \$27,500).

Grass Mowing: Mowing of all the grass areas including the Reynolds Farm Area trails, has been done by a volunteer. The grass is mowed about 14 time each year and takes about 4 hours each time. (Value \$1,400 per year).

CONDO AREA

The Condo Area consists of about 11.5 acres. Of this 11.5 acres, approximately 3.5 acres are for the driveway/road, the parking area and a buffer area to the property boundary. Another 2 acres are the wet meadow that was called out in the Management Plan as a sensitive area. Steep slope makes up another 2 acres. The remaining 4 acres consists of the 8 condo buildings, specimen trees and an historical structure.

The 8 building condo structures and septic fields footprint is about 1/3 of an acre. The preliminary survey map at the time the property was purchased noted that the condo buildings would be removed.

In early 2008 a proposal was made for the removal of the condo buildings and the building of a 47,000 square foot community center plus additional parking lots in this area. The plan never went beyond the proposal stage although it was noted as a possibility in the Management Plan. As of 2013, when the condo buildings had not been removed and it was expected removal would have cost around half million dollars, the Somers Land Trust proposed an alternate option to repurpose and rebuild 5 of the condo units for community use. This proposal failed to move forward. More recently an approved NYS contractor proposed removal of the condo buildings at a cost of \$850,000. We understand this quote was revised in 2022 to \$1,200,000.

As other options for the removal of the condo builds take place, the Somers Land Trust should be involved in these discussions to benefit proposals with SLT's understanding of the characteristics of the land involved. The Town resolution and Management Plan indicate that SLT should be involved in the discussions of the impact on the surrounding natural areas of this area which removal of the condo buildings would have. Also, by the recent designation of Somers as a Tree City adopted by the Town Board, this area now falls within the responsibility of the Somers Tree Board.

To be clear, the Somers Land Trust is in favor of the removal of the condo buildings but also wants to ensure that the surrounding natural area is protected. The Management Plan indicates a wildlife survey should be done for the surrounding area if it will be disturbed.

ONGOING ANGLE FLY PRESERVE PROPERTY and TRAIL NETWORK MAINTENANCE

Property and Trail Maintenance:

Annual Inspections: SLT makes annual inspections and repairs all kiosks and trail intersection signs, and re-blazes and re-routes trails as needed. Likewise, the SLT replaces boundary posting signs when required and inspects all DEP signs. These activities take about 120 hours each year. (Value \$3000 per year).

Monthly Inspections: All trails are inspected after each storm for downed trees and other hazards; these storm events are estimated to number about ten per year,

requiring about 100 hours each year. (Value \$2500 per year). Based on inspections, volunteer days are scheduled to clear trails and repair any damage. During the period from April 1 to September 30, about 1,000 hours are needed with about 400 hours needed for the remainder of the year. (Value \$35,000 per year).

Other Activities Carried Out by SLT include: trash pickup, monitoring for ATV's, managing property encroachment issues, monitoring and addressing vandalism, pruning and trimming trees in the Trees for Tribes project areas, inspecting hazards, monitoring and managing beaver activity, inspecting and replacing fencing and structure postings, conducting annual composting toilet maintenance, clearing drains, maintaining parking lots. (Value \$5000).

Scout Projects: In addition to the 19 scout projects listed above, there have been 21 additional scout projects at Angle Fly Preserve. These include several deer exclosures, numerous benches, five bridges, six bog bridges, a beaver dam viewing stand, several new and rerouted trails, a parking area kiosk, plantings around a composting toilet, parking lot plantings, and multiple interpretive sign projects. (Value \$56,350).

Wildlife/Invasive Species Management: Since the property was purchased there has been a significant change in both the wildlife and vegetation in the Preserve. In 2006 the major invasive vegetation at the Preserve was Asian bittersweet, Asian wisteria, Japanese honey suckle, Japanese barberry, multiflora rose, autumn olive, Norway maple and ailanthus trees. These invasive plants still exist and continue to be a problem. Unfortunately, several additional invasive plants have been added to the list and have become a major problem. These are mile-a-minute weed, Japanese stilt grass, common reed and Japanese knotweed. The combination of all these invasive plants has significantly increased time spent on trail maintenance. Japanese stilt grass, mile-a-minute and Japanese Knotweed in particular are fast growing and can block a trail in just two weeks. The SLT maintains an ongoing effort to remove invasive plants and reintroduce native plants through every one of our many projects.

Another major change effecting trail maintenance is insect and disease damage that is weakening and causing many trees in the Preserve to die, fall over and block trails. In the past ten years the emerald ash borer has caused the majority of the ash trees to die. More recently, Beech bark disease and Beech leaf disease is causing many of the beech trees to die. Hemlock wooly adelgid continues its attack on the eastern hemlock trees. We are finding a significant increase in the number of downed trees after each storm.

We continue to have an overabundance of deer in the Preserve. Our deer hunting program continues to be successful with heard reduction. Since its introduction fifteen years ago there have been no incidents and we consistently maintain a pool of qualified hunters.

Despite these many challenges, there is some good news. In addition to the existing animal and bird populations, we have seen a reintroduction of bobcats, otters, beaver,

black bear, herons, scarlet tanager, redwing blackbirds, eagles and owls at the Angle Fly Preserve. Our Pollinator Pathway native plant efforts are making a difference. We continue to host many honey bees in the Preserve gardens.

COMMUNITY OUTREACH

The Somers Land Trust is a member of the Somers Chamber of Commerce and has participated each year in the Celebrate Somers Day. The SLT publishes numerous email newsletters to make the Somers community aware of environmental issues and maintains an educational website. The SLT provides numerous community youth education programs each year.

The Somers Land Trust also partners with the following organizations, which add depth and breadth to our resources, skills and knowledge:

1. **Hudson to Housatonic (H2H)**, a Regional Conservation Partnership (RCP) involving dozens of organizations and agencies across New York and Connecticut, sharing information and resources to protect natural landscapes between the Hudson and Housatonic Rivers.
2. **Hudsonia**, a regional ecological foundation focused on biological research on the natural heritage of the Hudson Valley and Catskill mountains.
3. **The Native Plant Center**, part of Westchester Community College, providing education and outreach on native plant issues.
4. **Teatown Education Center**
5. **Westchester County Parks**
6. **Bedford Audubon Society**
7. **Mianus River Gorge Park**
8. **Pollinator Pathway** of Westchester and Stamford Ct.
9. **Westchester Land Trust**
10. **Watershed Agricultural Council**
11. **Earth Tones Native Plants** (wetland experts)

FUTURE of the ANGLE FLY PRESERVE

Since 2006 a lot has happened in the development and management of the Angle Fly Preserve within the scope of the Management Plan. Since the Preserve opened, there has been a steady increase of public visitors. COVID accelerated the number of visitors

as parents sought a safe place to get out of the house and take their children. Seniors and other adult visitors also increased as they too needed a safe outside place to meet.

There are four things the SLT believes will impact Angle Fly Preserve in the future.

1. Recent medical research is promoting the value of human exposure to nature, how it effects a person's health and longevity, and its potential to reduce medical expenses.
2. The demographics of the Town of Somers is changing with an increase in the senior population and a decline in the youth population. This will change the recreation needs of the town population and elevate the importance of passive and accessible recreational opportunities.
3. A massive amount of money at the NYS and Federal level will be available to local communities for environment, climate and sustainability projects especially related to forest health. Angle Fly Preserve is an ideal center for such projects.
4. The central location of the Angle Fly Preserve, adjoining 1,200 acres of NYCDEP watershed and over 1,100 acres of County and local parkland (Lasdon, Muscoot, and Reis Parks),
5. makes it ideal for connecting public properties to create large recreation projects and landscape-scale environmental initiatives.

Sent to:
TB, TA, TC
4/14/23
KD

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T 800.426.4262
T 914.448.2266
F 914.448.0147



MEMORANDUM

TO: Robert Scorrano, Town Supervisor
CC: Kim DeLucia, Town of Somers
FROM: Steve Robbins, P.E.
DATE: April 12, 2023
RE: Proclamation Request – Arbor Day 2023

I would like to request that the Town Board recognize Arbor Day, 2023 with an official proclamation. This official proclamation promotes the importance of trees in the Town and reinforces the Town's commitment as a Tree City USA member.

Attached is a copy of the 2022 proclamation for reference. Arbor Day is officially recognized on the last Friday in April, which this year is April 28, 2023.

In support of Arbor Day, the Open Space Committee and The Somers Land Trust is hosting a community event on April 23rd, which can be announced at the Town Board Meeting.

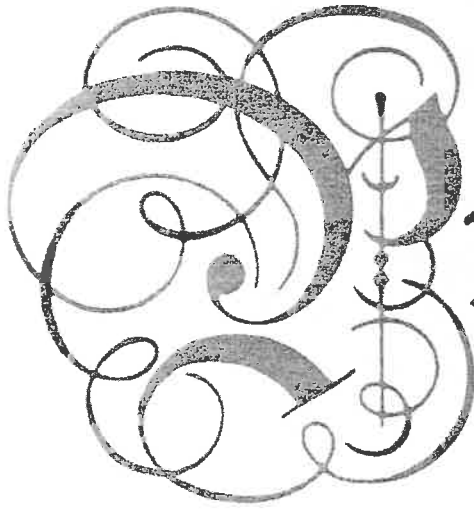
The Open Space Committee and Somers Land Trust welcome the community to a talk by award winning author, Tony Hiss, who will be speaking on the effort to protect thirty percent of the Earth's natural places by 2030, known as "30 By 30." This talk follows his new book *Rescuing the Planet: Protecting Half the Land to Heal the Earth*.

Tony is the author of over fifteen books, including the award winning *The Experience of Place*. He was a staff writer for *The New Yorker* for more than thirty years and a visiting scholar at New York University for twenty-five years. While he lectures around the world, he has a special interest in the well-being of the New York Metropolitan Region and its landscapes.

The talk will be on Sunday, April 23rd, at 2 PM in the Somers Town House and is free and open to the public with all welcome.

SCR

Office of the Supervisor
Somers, New York



Proclamation

Whereas, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and

WHEREAS, this holiday, called **Arbor Day**, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, **Arbor Day** is now observed throughout the nation and the world, and

WHEREAS, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE BE IT RESOLVED, that on behalf of the entire Town Board of the Town of Somers I, **Robert Scorrano**, **Supervisor** do hereby proclaim Saturday, April 9, 2022 as **Arbor Day** in the Town of Somers, and I urge all citizens to celebrate **Arbor Day** and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Given Under My Hand and Seal this 9th Day of April 2022

SUPERVISOR



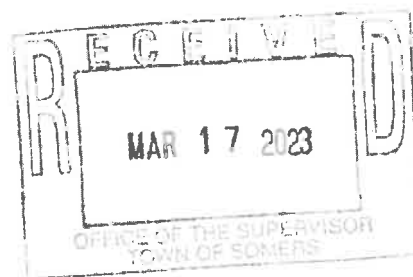
Sent to:
TB, TA, TC
4/14/23
KB

Via Federal Express

TO: Kim DeLucia

FROM: Roland A. Baroni, Jr., Esq.

RE: Mitchell Subdivision



Shortly before the end of the year, Frank Peters forwarded the enclosed documents in connection with the above. I had several questions which have now been answered so the package is ready for Town Board approval. Once the Supervisor has executed the documents where indicated, please return them directly to Mr. Peters for recording.

Also, please have Steve Woeffle take a look at the descriptions to assure that they are accurate.

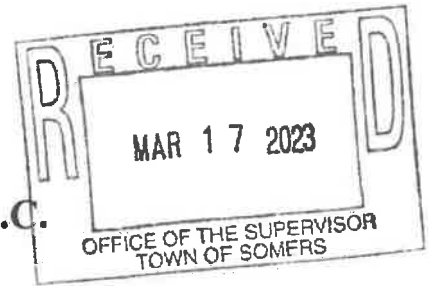
LAW OFFICE OF
FRANK J. PETERS, ESQ., P.C.

268 ROUTE 202, SUITE D104
SOMERS, NEW YORK 10589

TEL. (914) 762-5840

FAX (914) 762-9025

FRANK@FRANKJPETERS.COM



Frank J. Peters
Member of NY & CT Bars

① Need Supervisor's signature
Need to see original of paper for
HON.

December 28, 2022

Via FedEx:

Roland A. Baroni, Jr., Esq.
Stephens Baroni Reilly & Lewis, LLP
175 Main St, Suite 800
White Plains, NY 10601

② Why is HON a party to CE.
③ Proof that PH was held
for CE.

Re: Mitchell Subdivision; Tomahawk Street, Somers, NY

Dear Mr. Baroni,

④ Check for Recording.

You may recall that in 2019, I was working with Gary and Ann Mitchell in connection with their subdivision in the town of Somers. The subdivision approval was predicated on the establishment of an access and utility easement, the establishment of a conservation easement, and the creation of a homeowners association to be responsible for the maintenance of these easement areas. Sadly, Gary Mitchell passed away in the fall of 2022, and his widow is transferring title to the lots of her brothers' company, North County Homes, Inc.

North County Homes, Inc. will continue with the subdivision approval and in connection therewith, I have enclosed a revised access easement and revised conservation easement for your review. Although never recorded, I believe that the conservation easement was approved back in 2019. Also enclosed are the TP-584 forms necessary for recording. Please contact me upon receipt of these documents.

Very truly yours,

Frank J. Peters, Esq.

Frank J. Peters, Esq.

Record & Return to:
Frank J. Peters, Esq.
268 Rte 202
Somers, NY 10589

EASEMENT FOR ACCESS, GRADING, UTILITIES AND DRAINAGE

This Easement Agreement is made this _____ day of December, 2022 between

North County Homes, Inc., having a principal place of business at 156 Tomahawk St., Yorktown Heights, NY 10598 (hereinafter referred to as "NCH"); and

Ann Mitchell, having a residence at 201 Tomahawk St., Yorktown Heights, NY 10598 (hereinafter referred to as "Mitchell") (NCH and Mitchell will be collectively referred to as "Grantor" and/or "Declarant")

The Town of Somers, with its offices located at 335 Route 202, Somers, NY 10589 (hereinafter referred to as "the Town"); and

Tomahawk Chapel Homeowners Association Inc. with an address of c/o NCH, 156 Tomahawk St., Yorktown Heights, NY 10598 (hereinafter referred to as "the HOA");

WHEREAS, the Grantor is the owner of certain real property as show on a certain map entitled "Final Subdivision Plat Prepared for Gary and Ann Mitchell, dated January 10, 2018" and filed in the Office of the Westchester County Clerk, Division of Land Records on August 1, 2019 as Map No. 29318 (the "Subdivision Map"); and which said property is designated on the tax map of the Town of Somers as Section 16.09, Block 1, Lots 9.5, 9.4, 9.3 and 9.2; and

WHEREAS, Mitchell is the owner of certain real property known as Lot 1 shown on a certain map entitled "Final Subdivision Plat Prepared for Gary and Ann Mitchell, dated January 10, 2018" and filed in the Office of the Westchester County Clerk, Division of Land Records on August 1, 2019 as Map No. 29318 (the "Subdivision Map"); and which said property is designated on the tax map of the Town of Somers as Section 16.09, Block 1, Lots 9.1; and

WHEREAS, as a part of the approval of said Subdivision, the Town of Somers has required that certain covenants, restrictions, and easements be placed against certain lots in the subdivision, which said covenants, restrictions and easements specifically relate to access, grading, utilities and drainage; and

WHEREAS, in fulfillment of these conditions, Grantor is desirous of enacting and imposing this Easement establishing such covenants, restrictions and easements; and

WHEREAS, these covenants, restrictions and easements shall run with the land and continue upon the transfer of ownership, in perpetuity;

NOW THEREFORE, Grantor, for itself, its successors and assigns, in consideration of the premises and for carrying out the intentions hereinabove expressed, does hereby publish, declare, covenant and agree that the following restrictions shall apply to all that land constituting the ACCESS, GRADING, UTILITIES AND DRAINAGE EASEMENT as same is more fully described in Schedule A annexed hereto (hereinafter referred to as the "Easement Area"):

1. Declarant hereby grants and declares a perpetual, reciprocal, non-exclusive easement in favor of the Town and the HOA
 - a. for all purposes of vehicular and pedestrian ingress to and egress from the public road and Lots 2, 3, 4 and the Conservation Parcel as shown on the aforesaid Subdivision Map;
 - b. for the maintenance, repair and replacement of the Common Driveway to be installed within the Easement Area;
 - c. for the installation, maintenance, alteration, and repair of underground utility services for the Lots, including, but not limited to, electric, gas, telephone, and cable television service, which utilities may only be installed within the Easement Area;
 - d. for the installation and maintenance of the Drainage Facilities, for the collection, transportation and discharge of stormwater runoff in and through the Drainage Facilities, and for the storage of stormwater within the Stormwater Quality Basin; and
 - e. for any grading within the Easement Area as may be required for the installation and construction of the Common Driveway, the utilities or the Drainage Facilities, which right shall be limited to the minimum amount of grading within the Easement Area as the Town Engineer or Building Inspector of the Town of Somers shall determine to be necessary and reasonably required for the installation of such improvements and shall terminate upon the completion of such installation and the issuance of Certificates of Occupancy for homes on the Lots.
2. Declarant further covenants and agrees that:
 - a. the common driveway to be installed in the Easement Area shall be used solely to provide vehicular and pedestrian ingress and egress, and utilities, to and from the Lots for Owners, residents, and their respective invitees, of the Lots, for emergency access, and for similar uses consistent with the use of roads, streets, and private ways subject, however, to such rules and regulations as shall, from time to time, be established by the Association.
 - b. No Owner shall obstruct, damage, or otherwise interfere with the use and maintenance of the common driveway, the use, maintenance and operation of the Drainage Facilities, or the passive recreational use and the maintenance of the Conservation Parcel.
 - c. No building, structure, improvement or facility shall be constructed or maintained within the Easement Area except as set forth herein;

- d. No filling, grading or changes of topography shall occur within the Easement Area, except as set forth herein;
 - e. No quarrying, excavation or removal of rocks, minerals, gravel, sand, topsoil or other similar materials shall be permitted within the Easement Area, except as set forth herein;
 - f. No dumping or abandoning of any materials, including without limitation, solid waste, junk, brush, leaves, grass clippings, liquid wastes or chemical substances on or within the Easement Area shall be permitted;
3. The HOA shall have a perpetual easement against the aforesaid Lots and, by the execution of this Easement, the HOA shall assume the responsibility for enforcing this Easement and the restrictions provided for herein;
 4. The Town of Somers shall likewise have a perpetual Easement allowing the Town to enforce the provisions of this Easement; failure on the part of any Lot Owner, and/or the HOA to abide by the terms of this Easement could result in civil penalty in an amount equal to the actual cost sustained by the Town to restore the Easement Area;
 5. This Easement shall run with the land in perpetuity.
 6. This Easement is filed in accordance with notes as shown on the aforementioned Subdivision Map.

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

GRANTOR:
North County Homes, Inc,

By: Joseph Feslo
Joseph Feslo, Pres.

Ann Mitchell
Ann Mitchell

THE TOWN OF SOMERS

By: _____, Town Supervisor

TOMAHAWK CHAPEL HOMEOWNERS ASSOCIATION INC.

By: Joseph Festo

Joseph Festo, Pres.

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

On the 27 day of December, 2022 before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Ann Mitchell personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is/are subscribed to the within instrument and acknowledged to me he/they executed it in his/their capacity, and that by his/their signature(s) on the instrument, the individual(s) executed the instrument.

[Signature]
Notary Public

FRANK J. PETERS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02PE6219204
Qualified in Westchester County
Commission Expires May 1, 2024

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

On the 27 day of December, 2022 before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Joseph Festo personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is/are subscribed to the within instrument and acknowledged to me he/they executed it in his/their capacity, and that by his/their signature(s) on the instrument, the individual(s) executed the instrument.

[Signature]
Notary Public

FRANK J. PETERS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02PE6219204
Qualified in Westchester County
Commission Expires May 1, 2024

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

On the 27 day of _____, 2022 before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is/are subscribed to the within instrument and acknowledged to me he/they executed it in his/their capacity, and that by his/their signature(s) on the instrument, the individual(s) executed the instrument.

[Signature]
Notary Public

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

On the 27 day of Dec., 2022 before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Joseph Festo personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is/are subscribed to the within instrument and acknowledged to me he/they executed it in his/their capacity, and that by his/their signature(s) on the instrument, the individual(s) executed the instrument.



Notary Public

FRANK J. PETERS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02PE6219204
Qualified in Westchester County
Commission Expires May 1, 2026

■ TERRY BERGENDORFF COLLINS ■

Professional Land Surveyor

N.Y.S Lic. No. 49691

52 Starr Ridge Road ■ Brewster, New York 10509



Telephone: (845) 279-4261

Fax: (845) 279-6838

Successor to Robert H. Bergendorff, James C. Edgert, William Alexander
www.terrybergendorffcollins.com

Mitchell Subdivision

Easement for Access, Grading, Utilities &
Drainage

February 26, 2018

Job No. Somers 16.09-1-9

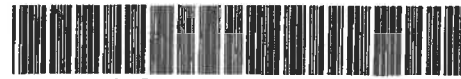
G:\Deeds\Mitchell
Subdivision\Access, Grading,
Utilities & Drainage Easement Lots
1-4 & Deed Res. Parcel

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

Beginning at a point on the westerly side of Tomahawk Street, a.k.a. New York State Route 118 distant S 7°43'43" E 57.64' from the northeastern corner of Lot No. 4 as shown on "Final Subdivision Plat Prepared For Gary & Ann Mitchell," filed in the office of the Westchester County Clerk on 8/1/19 as filed map no. 29318 where the same is intersected by the southeastern corner of Lot No. 12 as shown on "Subdivision of Property Prepared For Richard and Sally F. Martini," filed in the office of the Westchester County Clerk on 11/25/1985 as filed map no. 22128; thence from said point of beginning through Lot Nos. 1, 2, 3, 4 and Deed Restricted Conservation Parcel as shown on the aforementioned filed map no. 29318 the following courses and distances: S 81°58'33" W 140.91', S 87°23'32" W 49.11', S 81°20'54" W 202.16', S 80°37'33" W 74.22', N 89°30'29" W 28.77', S 77°52'09" W 36.48', S 24°32'11" W 97.20', S 36°42'32" W 109.89', S 15°19'57" W 26.43', S 26°18'43" W 24.45', S 83°21'18" W 78.37', S 80°16'08" W 75.49', N 20°20'04" W 19.44', N 25°01'06" E 89.70', N 56°13'26" E 59.45', S 80°33'52" E 65.89', N 60°49'39" E 32.96', N 52°05'48" E 53.89', N 15°39'32" E 67.55', N 29°30'00" E 38.67', N 68°15'46" E 37.58', N 81°00'27" E 270.24', N 81°01'42" E 74.25', N 77°28'37" E 70.99', N 81°13'07" E 46.21' and N 81°14'06" E 51.74' to a point on the westerly side of Tomahawk Street, a.k.a. New York State Route 118; thence along the westerly side of Tomahawk Street, a.k.a. New York State Route 118 S 7°43'43" E 50.58' to the point and place of beginning. Containing within said bounds 1.022 acres of land, more or less.



Office of the Westchester County Clerk



623623187TPD0032

Supporting Document Cover Page

Submitter Information

Name: Frank J. Peters, Esq.

Phone: 9147625840

Address 1: 268 Route 202, Suite 104

Fax: 914-762-9025

Address 2:

Email: frank@frankjpeters.com

City/State/Zip Somers NY 10589

Reference for Submitter: North County Access Easements

Parent Document Details

Control Number: 623623173

Document Type: Easement (EAS)

Package ID: 2022122800057001000

Supporting Document Information

Supporting Document Type: TP-584



Department of Taxation and Finance

TP-584 (9/19)

Recording office time stamp

PREP

**Combined Real Estate Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

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

Schedule A — Information relating to conveyance

| | | | | |
|---|--|---|-----------|--------------------------------------|
| Grantor/Transferor | | Name (if individual: last, first, middle initial) (<input checked="" type="checkbox"/> check if more than one grantor) | | Social security number (SSN) |
| <input type="checkbox"/> Individual | | NORTH COUNTY HOMES INC | | |
| <input checked="" type="checkbox"/> Corporation | | Mailing address | | SSN |
| <input type="checkbox"/> Partnership | | 156 TOMAHAWK STREET | | |
| <input type="checkbox"/> Estate/Trust | | City | State | ZIP code |
| <input type="checkbox"/> Single member LLC | | YORKTOWN | NY | 10598 |
| <input type="checkbox"/> Multi-member LLC | | Single member's name if grantor is a single member LLC (see instructions) | | Employer Identification Number (EIN) |
| <input type="checkbox"/> Other | | | | 13-3835287 |
| Grantee/Transferee | | Name (if individual: last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) | | SSN |
| <input type="checkbox"/> Individual | | TOWN OF SOMERS | | Pending/Not Applicable |
| <input checked="" type="checkbox"/> Corporation | | Mailing address | | SSN |
| <input type="checkbox"/> Partnership | | 335 ROUTE 202 | | |
| <input type="checkbox"/> Estate/Trust | | City | State | ZIP code |
| <input type="checkbox"/> Single member LLC | | SOMERS | NY | 10589 |
| <input type="checkbox"/> Multi-member LLC | | Single member's name if grantee is a single member LLC (see instructions) | | EIN |
| <input type="checkbox"/> Other | | | | Single member EIN or SSN |

Location and description of property conveyed

| Tax map designation – Section, block & lot (include dots and dashes) | SWIS code (six digits) | Street address | City, town, or village | County |
|--|---------------------------|----------------------------|------------------------|--------------------|
| 16.09-1-9.2 | 555400 | 201 TOMAHAWK STREET | YORKTOWN | Westchester |

Type of property conveyed (check applicable box)

- | | |
|---|---|
| 1 <input type="checkbox"/> One- to three-family house | 6 <input type="checkbox"/> Apartment building |
| 2 <input type="checkbox"/> Residential cooperative | 7 <input type="checkbox"/> Office building |
| 3 <input type="checkbox"/> Residential condominium | 8 <input type="checkbox"/> Four-family dwelling |
| 4 <input checked="" type="checkbox"/> Vacant land | 9 <input type="checkbox"/> Other |
| 5 <input type="checkbox"/> Commercial/Industrial | |

Date of conveyance

| | | |
|-----------|-----------|-------------|
| 12 | 30 | 2022 |
| month | day | year |

Percentage of real property
conveyed which is residential
real property. **100**-%
(see instructions)**Condition of conveyance (check all that apply)**

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

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

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

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

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

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

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

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

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

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

623623173-003

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**

I (we) certify that: (check the appropriate box)

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


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

☐ Other (attach detailed explanation).

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

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

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

| | | | |
|---|----------------|----------------------------|----------------|
|  | | | |
| Grantor signature | Title | Grantee signature | Title |
| _____ Grantor signature | _____ Title | _____ Grantee signature | _____ Title |

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

623623173-003

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

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

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

Part I - New York State residents

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

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

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

| | | |
|-----------|-----------------|------|
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |

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

Part II - Nonresidents of New York State

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

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

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

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

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

| | | |
|-----------|-----------------|------|
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |

TP584 Addendum (Parent Document Control Number 623623173)

| Additional Parties | | | | |
|--------------------|-----------|----------------|------------------------|---|
| Party | Last Name | First Name, MI | SSN/EIN | Address |
| Grantor | MITCHELL | ANN | Pending/Not Applicable | 201 TOMAHAWK STREET , YORKTOWN, NY 10598 |

TP584 Addendum (Parent Document Control Number 623623173)

| Additional Properties | | | |
|-----------------------|-----------|-----------------------|----------------|
| Address | SWIS Code | City, town or village | Tax Identifier |
| 3 TOMAHAWK STREET | 555400 | YORKTOWN | 16.09-1-9.3 |
| 4 TOMAHAWK STREET | 555400 | YORKTOWN | 16.09-1-9.4 |
| C TOMAHAWK STREET | 555400 | YORKTOWN | 16.09-1-9.5 |

Record and Return To:
Frank J. Peters, Esq.
268 Route 202
Somers, NY 10589

CONSERVATION EASEMENT

This conservation easement agreement is made as of the _____ day of December, 2022 between North County Homes, Inc. having a principal address at 156 Tomahawk Street, Yorktown Heights, NY 10598 ("Grantor"); and

The Town of Somers, a municipal corporation organized and existing under the laws of the State of New York having its principal place of business at 335 Route 202, Somers, New York 10589 ("Grantee"); and

Tomahawk Chapel Homeowners Association Inc. having a principal address at 156 Tomahawk Street, Yorktown Heights, NY 10598 (hereinafter referred to as "the HOA");

WITNESSETH:

WHEREAS, Grantor is the owner in fee title of the lot known as the "DEED RESTRICTED CONSERVATION PARCEL" (the "Property") as described in Schedule A, and as shown on a certain map entitled "Subdivision, Mitchell Subdivision, Situate in the Town of Somers, Westchester County, New York," first dated March 14, 2011, last revised June 18, 2019, and filed in the Westchester County Clerk's Office on Aug. 1, 2019, as Map No. 29318 (the "Subdivision Plat"); and

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

WHEREAS, the Property contains approximately 2.48 acres of land which includes substantial and significant natural resources important to the parties to this Easement and the public in general (the "Easement Area"); and

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

1. Preserve open space and provide a natural buffer to residential properties to the west;
2. Preserve and restrict the disturbance of approximately 2.48 acres of land containing mature trees and vegetation and steep slopes;
3. Provide an area that will support resident wildlife population;

4. Control the establishment of future impervious surfaces and other development activities within the Easement Area that potentially could cause increases in pollutant loads to nearby wetlands; and
5. Provide a natural and vegetated buffer to treat stormwater from upgradient locations.

WHEREAS, conservation of the Easement Area subject to the terms of this easement is expected to yield significant benefits to the public by protecting the scenic value of the Easement Area and promoting and protecting wildlife habitat; a stream and the ecological resources thereof; and steep slopes on the Property; and

WHEREAS, the conservation values of the Easement Area are documented in a Baseline Data Report dated May 22, 2019 which is on file in the office of the Grantee, and is incorporated herein by reference, and which includes an inventory of the relevant conservation values, maps, photographs, reports and other documents that the parties agree provide an accurate representation of the Easement Area at the time of the execution of this conservation easement, and which is intended to provide objective baseline information for purposes of future monitoring and enforcement; and

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

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

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

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

2. Prohibited Uses and Restrictions. Subject to the provisions of Section 4 herein, any activity on or use of the Conservation Easement Area inconsistent with the purpose of this

Conservation Easement is prohibited. Without limiting the generality of the foregoing provision, except as otherwise provided in Section 4 hereof, the following restrictions specifically apply to the Property:

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

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

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

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

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

- a. The right: (i) to perform such maintenance within the Conservation Easement Area as may be required to comply with the SWPPP Approval dated May 11, 2009; and (ii) to perform such other maintenance as may be required by any governmental agency or body with jurisdiction over activities on and/or conditions of the Conservation Easement Area.
- b. The right to remove dead or diseased vegetation from the Conservation Easement Area.
- c. Grantor specifically reserves the right to control access to the Property including the Conservation Easement Area except such right of access to the Easement Area specifically granted to Grantee for purposes of monitoring compliance with this Easement, and no right of access to the general public to any portion of the Property including the Conservation Easement Area is conveyed by this Easement.

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

- a. **Notice and An Opportunity to Cure.** If Grantee determines that a violation of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation (the "Notice") and identify such measures reasonably calculated to cure the alleged violation within 30 days after receipt of such Notice or, where the violation cannot reasonably be cured within such 30 day period, corrective action sufficient to begin curing such violation within 30 days of receipt of the Notice. Where the violation involves injury to the Conservation Easement Area resulting from any use inconsistent with the terms or the purposes of this Conservation Easement, Grantee shall demand that

Grantor restore the Easement Area to its prior condition in accordance with a plan produced and approved by the Grantee. At the expiration of the time period provided herein, the Grantee shall notify Grantor of any failure to cure the alleged violation or breach set forth in the Notice (the "Second Notice"), whereupon Grantor shall have an additional fifteen (15) days from the date of receipt of the Second Notice (the "Second Notice Period") to implement corrective measures or to cure the violation of the breach.

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

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

Where this Easement requires or permits the restoration of the Easement Area to a stable condition following a violation or breach of this Easement, this Easement shall not be construed to allow or require the use of extraordinary means to effect such restoration unless the circumstances reasonably require the use of such extraordinary means. Grantee and Grantor agree that the following means will ordinarily be used to restore the Easement Area to a stable condition following a violation or breach of this Easement: (i) removal of items and material not allowed by this Easement; (ii) closure, filling, grading and planting with appropriate vegetative cover, of areas adversely affected by activities not allowed by this Easement; and (iii) correction, through reasonably practicable measures, of conditions which adversely affect drainage, flood control, water quality, fish or wildlife habitat, erosion control or soil conservation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| | |
|----------------------------|---|
| To Grantor And the HOA: | North County Homes, Inc. 156 Tomahawk Street Yorktown Heights, New York 10598 |
|----------------------------|---|

| | |
|-----------------|--|
| With a copy to: | Frank J. Peters, Esq. 268 Route 202, Suite D104 Somers, New York 10589 |
|-----------------|--|

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

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

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

17. Extinguishment. If circumstances arise in the future making the purposes of this Easement impossible to accomplish, and if this Easement or any of its restrictions are extinguished by judicial proceeding, then, upon any subsequent sale, exchange or involuntary conversion by the Grantor, the Grantee shall be entitled to that portion of the proceeds equal to the proportionate value of the conservation restrictions as provided immediately below. Grantor

agrees that the conveyance of this conservation easement to Grantee gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that the conservation restrictions hereby created at the date hereof bears to the value of the Easement Area as a whole at the date hereof (subject to reasonable adjustment to the extent permissible under Section 170(h) of the Internal Revenue Code for any improvements which may hereafter be made on the Easement Area). Grantee agrees to use its share of such proceeds in a manner consistent with the conservation purposes of this Conservation Easement.

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

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

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

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

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

23. Interpretation. This instrument is intended to create a "qualified real property

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

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

[Signatures on Following Page]

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

GRANTOR:
North County Homes, Inc.

By: Joseph Festo
Joseph Festo, Pres.

GRANTEE:
The Town of Somers

By: _____
, Town Supervisor

TOMAHAWK CHAPEL HOMEOWNERS ASSOCIATION. INC.:

By: Joseph Festo
Joseph Festo, Pres.

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

On the 27 day of Dec., 2022 before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Joseph Festo personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is/are subscribed to the within instrument and acknowledged to me he/they executed it in his/their capacity, and that by his/their signature(s) on the instrument, the individual(s) executed the instrument.

Frank J. Peters
Notary Public

FRANK J. PETERS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02PE6219204
Qualified in Westchester County
Commission Expires May 1, 2026

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

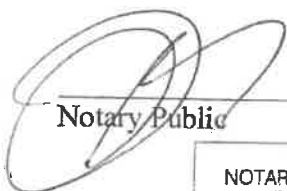
On the _____ day of _____, 2022 before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is/are subscribed to the within instrument and acknowledged to me he/they executed it in his/their capacity, and that by his/their signature(s) on the instrument, the individual(s) executed the instrument.



Notary Public

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

On the 27 day of Dec., 2022 before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Joseph Festo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is/are subscribed to the within instrument and acknowledged to me he/they executed it in his/their capacity, and that by his/their signature(s) on the instrument, the individual(s) executed the instrument.



Notary Public

FRANK J. PETERS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02PE8219204
Qualified in Westchester County
Commission Expires May 1, 2026

Schedule A
■ TERRY BERGENDORFF COLLINS ■

Professional Land Surveyor

N.Y.S Lic. No. 49691

52 Starr Ridge Road • Brewster, New York 10509



Telephone: (845) 279-4261

Fax: (845) 279-6838

Successor to Robert H. Bergendorff, James C. Edgett, William Alexander
www.terrybergendorffcollins.com

Mitchell Subdivision

Conservation Parcel

March 29, 2019

Job No. Somers 16.09-1-9

G:\Deeds\Mitchell

Subdivision\Conservation Parcel

All that certain plot, piece or parcel of land situate, lying and being in the Town of Somers, County of Westchester and State of New York and being "Deed Restricted Conservation Parcel" as shown on a filed map entitled "Final Subdivision Plat Prepared For Gary & Ann Mitchell," filed in the office of the Westchester County Clerk on Aug. 1, 2019 as filed map no. 29318 and being more particularly described as follows:

Beginning at a point on the southerly line of Lot No. 12 as shown on "Subdivision of Property Prepared For Richard and Sally F. Martini," filed in the office of the Westchester County Clerk on 11/25/1985 as filed map no. 22128 at the northwesterly corner of Lot No. 4 as shown on the aforementioned filed map no. 29318 and which point is distant S 81°16'52" W 760.44' from a point on the westerly side of Tomahawk Street, a.k.a. New York State Route 118 where the same is intersected by the northerly line of Lot No. 4 as shown on said filed map no. 29318 and the southeastern corner of Lot No. 12 as shown on the aforementioned filed map no. 22128; thence from said point of beginning along the westerly line of Lot No. 4 S 10°11'02" W 294.47' to the northerly line of lands of the Town of Somers known as Koegel Park; thence along the northerly line of lands of the Town of Somers known as Koegel Park, respectively, along the mean centerline of a stonewall S 82°49'47" W 44.93', S 80°57'37" W 127.52' and S 82°01'27" W 170.05' to the easterly line of Lot No. 12B as shown on the aforementioned filed map no. 22128; thence along the easterly line Lot No. 12B N 8°38'03" W 275.88' to the southerly line of Lot No. 12B; thence along the southerly lines, respectively, of Lot No. 12B and Lot No. 12 as shown on said filed map no. 22128 N 81°16'52" E 437.46' to the point and place of beginning. Containing within said bounds 2.485 acres more or less.



Office of the Westchester County Clerk



623623158TPD0020

Supporting Document Cover Page

Submitter Information

| | | | |
|----------------|--------------------------|--------------------------|------------------------|
| Name: | Frank J. Peters, Esq. | Phone: | 9147625840 |
| Address 1: | 268 Route 202, Suite 104 | Fax: | 914-762-9025 |
| Address 2: | | Email: | frank@frankjpeters.com |
| City/State/Zip | Somers NY 10589 | Reference for Submitter: | North County Easement |

Parent Document Details

| | | | |
|-----------------|---------------------|----------------|-----------------------|
| Control Number: | 623623141 | Document Type: | Easement (EAS) |
| Package ID: | 2022122800041001000 | | |

Supporting Document Information

Supporting Document Type: TP-584



Department of Taxation and Finance

TP-584 (9/19)

Recording office time stamp

PREP

**Combined Real Estate Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

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

Schedule A — Information relating to conveyance

| Grantor/Transferor | Name (if individual: last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) | Social security number (SSN) |
|---|--|---|
| <input type="checkbox"/> Individual | NORTH COUNTY HOMES INC | |
| <input checked="" type="checkbox"/> Corporation | Mailing address 156 TOMAHAWK STREET | SSN |
| <input type="checkbox"/> Partnership | City State ZIP code YORKTOWN NY 10589 | Employer Identification Number (EIN) 13-3835287 |
| <input type="checkbox"/> Estate/Trust | Single member's name if grantor is a single member LLC (see instructions) | Single member EIN or SSN |
| <input type="checkbox"/> Single member LLC | | |
| <input type="checkbox"/> Multi-member LLC | | |
| <input type="checkbox"/> Other | | |
| Grantee/Transferee | Name (if individual: last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) | SSN |
| <input type="checkbox"/> Individual | TOWN OF SOMERS | Pending/Not Applicable |
| <input checked="" type="checkbox"/> Corporation | Mailing address 335 US 202 | SSN |
| <input type="checkbox"/> Partnership | City State ZIP code SOMERS NY 10589 | EIN |
| <input type="checkbox"/> Estate/Trust | Single member's name if grantee is a single member LLC (see instructions) | Single member EIN or SSN |
| <input type="checkbox"/> Single member LLC | | |
| <input type="checkbox"/> Multi-member LLC | | |
| <input type="checkbox"/> Other | | |

Location and description of property conveyed

| Tax map designation -- Section, block & lot (include dots and dashes) | SWIS code (six digits) | Street address | City, town, or village | County |
|---|---------------------------|--------------------------|------------------------|--------------------|
| 16.09-1-9.5 | 555200 | C TOMAHAWK STREET | SOMERS | Westchester |

Type of property conveyed (check applicable box)

| | | | | | | | | | |
|---|---|--|------|----|------|-------|-----|------|--|
| 1 <input type="checkbox"/> One- to three-family house | 6 <input type="checkbox"/> Apartment building | Date of conveyance <table border="1"><tr><td>12</td><td>30</td><td>2022</td></tr><tr><td>month</td><td>day</td><td>year</td></tr></table> | 12 | 30 | 2022 | month | day | year | Percentage of real property conveyed which is residential real property. 100 -% (see instructions) |
| 12 | 30 | | 2022 | | | | | | |
| month | day | year | | | | | | | |
| 2 <input type="checkbox"/> Residential cooperative | 7 <input type="checkbox"/> Office building | | | | | | | | |
| 3 <input type="checkbox"/> Residential condominium | 8 <input type="checkbox"/> Four-family dwelling | | | | | | | | |
| 4 <input checked="" type="checkbox"/> Vacant land | 9 <input type="checkbox"/> Other | | | | | | | | |
| 5 <input type="checkbox"/> Commercial/Industrial | | | | | | | | | |

Condition of conveyance (check all that apply)

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

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

623623141-003

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

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

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

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

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

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

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

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

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Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**

I (we) certify that: (check the appropriate box)

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


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

☐ Other (attach detailed explanation).

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

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

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

| | | | |
|---|----------------|----------------------------|----------------|
|  _____ Grantor signature | _____ Title | _____ Grantee signature | _____ Title |
| _____ Grantor signature | _____ Title | _____ Grantee signature | _____ Title |

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

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

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

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

Part I - New York State residents

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

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

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

| | | |
|-----------|-----------------|------|
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |

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

Part II - Nonresidents of New York State

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

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

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

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

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

| | | |
|-----------|-----------------|------|
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |

Kim DeLucia

*Sent to:
TB, TA, TC 4/19/23 KD*

From: Steve Woelfle
Sent: Monday, April 17, 2023 10:54 AM
To: Kim DeLucia
Cc: Roland Baroni - Stepehens Baroni Reilly Lewis LLP (RBaroni@SBRLLaw.com)
Subject: RE: April 20, 2023 TB Regular Meeting Agenda Item: Mitchell Subdivision

Checked meets and bounds description for both the conservation parcel and the easement for access, grading, drainage and utility.

Acceptable and accurate.

Steven Woelfle
Town of Somers-Engineering Dept.
Phone: (914) 277-5366
Fax: (914) 277-4093

From: Kim DeLucia <kdelucia@somersny.com>
Sent: Friday, April 14, 2023 4:31 PM
To: Roland Baroni - Stepehens Baroni Reilly Lewis LLP (RBaroni@SBRLLaw.com) <RBaroni@SBRLLaw.com>; Patricia Kalba <pkalba@somersny.com>; Anthony Ciriaco <aciriaco@somersny.com>; Bill Faulkner <wfaulkner@somersny.com>; Richard Clinchy <rclinchy@somersny.com>; Robert Scorrano <rscorrano@somersny.com>; Tom Garrity <tgarrity@somersny.com>
Cc: Steve Woelfle <swoelfle@somersny.com>
Subject: April 20, 2023 TB Regular Meeting Agenda Item: Mitchell Subdivision

Please see attachments from Roland.

Request to review descriptions for accuracy was sent to Steve earlier this week.

Thank you,

Kim

Kim DeLucia
Executive Assistant to
Robert Scorrano, Town Supervisor
TOWN OF SOMERS
335 ROUTE 202
SOMERS, NY 10589
Phone: 914-277-3637
Fax: 914-276-0082
WWW.SOMERSNY.COM

Kim DeLucia

Sent to TB, ATC 4/19/23 KD

From: Tom Tooma
Sent: Wednesday, April 19, 2023 1:48 PM
To: Kim DeLucia; Robert Scorrano
Cc: Denise Schirmer
Subject: FW: Somers Flat Roof
Attachments: Somers Flat Roof.pdf; Somers Flat Roof PO.pdf

Hi,

Please read below. Attached is the revised proposal indicating utilizing our existing windows as opposed to replacing with new. The proposal total dropped \$363.76 as you will see.

Thomas J. Tooma, Jr.
Building Inspector, Town of Somers
Building Department
337 Route 202
Somers, NY 10589
(914) 277-3539
Fax (914) 277-3790
ttooma@somersny.com

From: Graham, George <G.Graham@gordian.com>
Sent: Wednesday, April 19, 2023 1:27 PM
To: Tom Tooma <ttooma@somersny.com>
Cc: Denise Schirmer <dschirmer@somersny.com>
Subject: Somers Flat Roof

Hi Tom, please see attached Revised proposal and signed JO Report for the Somers Flat Roof project. If you approve, please sign the JO Report and return to me. This will act as your purchase order to ELQ. Thanks,

George Graham

Account Manager, Northeast

GORDIAN®
Building knowledge

a: 30 Patewood Drive, Suite 350, Greenville, SC 29615

p: 914-860-4875 | **e:** g.graham@gordian.com

w: www.gordian.com | **w:** www.rsmeans.com



Job Order



Issued To: ELQ Industries
567 5th Ave
New Rochelle, NY 10801
Phone 914-654-1040

Issued Date:

Re: Job Order Number 109705.00
Job Order Title: Somers Town Hall Flat Roof Replacement
Contract Number 903239
Purchase Order Number

Facility : Somers Town Hall
335 US-202
Somers, NY 10589

Job Order Amount: \$46,102.19

Dear Tony Silva :

Your Proposal dated 04/18/2023 for the above referenced Job Order has been approved. You are authorized to schedule and Proceed with the Detailed Scope of Work dated .
Payment will be made in accordance with Contract No. 903239. The terms and conditions specified in the Contract apply to this Job Order.

Schedule:

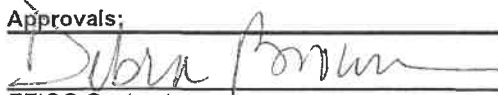
Construction Start Date: 05/08/2023

Construction Completion Date:

Job Order Duration (Days):

Liquidated Damages: No

Approvals:


EZIQC Contractor:


Date

Member:

Date



Job Order Contract

Contractor's Price Proposal Summary- Category

Work Order #: 109705.00
Title Somers Town Hall Flat Roof Replacement
Contractor: 903239 - ELQ Industries
Proposal Value: \$46,102.19
Proposal Name: Somers Town Hall Flat Roof Replacement

To: Tom Tooma
Building Inspector
Town of Somers
337 Route 202
Somers, NY 10589

From: Tony Silva
Chief Estimator
ELQ Industries
567 5th Ave
New Rochelle, NY 10801

| | |
|---|--------------------|
| Boom Lift: | \$ 2182.15 |
| Dumpster: | \$ 1149.08 |
| Flashing: | \$ 2424.44 |
| Railing: | \$ 11851.82 |
| Roof: | \$ 19831.80 |
| Roof Edge: | \$ 2242.99 |
| Roof Edge additional Charge for Copper.: | \$ 1811.05 |
| Safety: | \$ 141.14 |
| Windows: | \$ 4467.72 |
| Work Order Proposal Total | \$46102.19 |

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.



Job Order Contract

Contractor's Price Proposal Detail- Category

Work Order #: 109705.00
Title: Somers Town Hall Flat Roof Replacement
Contractor: 903239 - ELQ Industries
Proposal Value: \$46,102.19
Proposal Name: Somers Town Hall Flat Roof Replacement

| CSI Number | Mod. | UOM | Description | Line Total |
|------------|------|-----|-------------|------------|
|------------|------|-----|-------------|------------|

Boom Lift

| | | | | | | | | |
|----------------------|------------------|--------------|--|---|------------|---|----------|------------|
| 1 | 01 22 23 00-0023 | WK | 34' Engine Powered, Articulating (Up/Over) Boom Man Lift With Platform | | | | | \$1219.97 |
| | | | Quantity | | Unit Price | | Factor | Total |
| | | Installation | 1.00 | x | \$976.76 | x | 1.2490 = | \$1,219.97 |
| User Note: Boom Lift | | | | | | | | |

| | | | | |
|--------------------------|------------------|----------|---|----------------|
| 2 | 01 71 13 00-0003 | EA | Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc. | \$962.18 |
| | | | | |
| | | Quantity | Unit Price | Factor |
| Installation | | 1.00 x | \$770.36 x | 1.2490 = |
| | | | | Total \$962.18 |
| User Note: Boom Delivery | | | | |

Subtotal for Boom Lift: \$2182.15

Dumpster

| | | | | | | | |
|---------------------|------------------|--------------|--|------------|----------|------------|-----------|
| 3 | 01 74 19 00-0013 | EA | 15 CY Dumpster (2.5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material. | | | | \$1149.08 |
| | | | Quantity | Unit Price | Factor | Total | |
| | | Installation | 2.00 x | \$460.00 x | 1.2490 = | \$1,149.08 | |
| User Note: Dumpster | | | | | | | |

Subtotal for Dumpster: \$1149.08

Flashing

| | | | | | | | | |
|---|------------------|--|---|---|------------|---|----------|------------|
| 4 | 07 62 13 00-0027 | SF | 0.050" Thick, Mill Finish, Aluminum Flashing And Trim | | | | | \$2017.04 |
| | | | Quantity | | Unit Price | | Factor | Total |
| | | Installation | 94.00 | x | \$13.88 | x | 1.2490 = | \$1,629.60 |
| | | Demolition | 94.00 | x | \$3.30 | x | 1.2490 = | \$387.44 |
| | | User Note: Flashing against building walls | | | | | | |

| | | | | |
|---|------------------|--------------|--------------------|----------------|
| 5 | 07 62 13 00-0027 | 0001 | For Up To 100, Add | \$407.40 |
| | | | | |
| | | Quantity | Unit Price | Factor |
| | | Installation | 94.00 x \$3.47 x | 1.2490 = |
| | | | | Total \$407.40 |

Subtotal for Flashing: \$2424.44



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 109705.00
Title Somers Town Hall Flat Roof Replacement

| CSI Number | Mod. | UOM | Description | Line Total | |
|-----------------------|------------------|--|---|------------|------------|
| Railing | | | | | |
| 6 | 05 73 23 00-0011 | LF | 48" High, Aluminum Picket Railing With 4" Square Posts On 6' Centers | \$2838.07 | |
| | | Quantity | Unit Price | Factor | Total |
| | | Installation | 0.00 x \$208.78 | x 1.2490 = | \$0.00 |
| | | Demolition | 91.00 x \$24.97 | x 1.2490 = | \$2,838.07 |
| | | User Note: this task used to capture cost of railing demo | | | |
| 7 | 10 00 00 00-0015 | EA | Somers Flat Roof Railing Posts | \$9013.75 | |
| | | Quantity | Unit Price | Factor | Total |
| | | Installation | 1.00 x \$9,013.75 | x 1.0000 = | \$9,013.75 |
| | | User Note: Installation of PT 4"x4" railing posts structurally secured into the roof framing. This includes plywood removal and replacement. | | | |
| Subtotal for Railing: | | | | \$11851.82 | |
| Roof | | | | | |
| 8 | 06 16 33 00-0007 | SF | 3/4" Thick CDX Plywood Roof DeckingApplied to wood rafters. | \$1244.39 | |
| | | Quantity | Unit Price | Factor | Total |
| | | Installation | 331.00 x \$2.33 | x 1.2490 = | \$963.27 |
| | | Demolition | 331.00 x \$0.68 | x 1.2490 = | \$281.12 |
| | | User Note: 30% replacement | | | |
| 9 | 06 16 33 00-0007 | 0009 | For Exterior CC Grade Plywood, Add | \$53.74 | |
| | | Quantity | Unit Price | Factor | Total |
| | | Installation | 331.00 x \$0.13 | x 1.2490 = | \$53.74 |
| 10 | 06 16 33 00-0007 | 0013 | For Selective Replacement <400 (Includes Removal Of Damaged Plywood And Fitting New Plywood To Size), Add | \$905.39 | |
| | | Quantity | Unit Price | Factor | Total |
| | | Installation | 331.00 x \$2.19 | x 1.2490 = | \$905.39 |
| 11 | 07 51 13 00-0129 | LF | Polyroof SF Flashing MasticA solvent free, one part elastomeric roof mastic. Used to seal edges or as a repair mastic for split or cracked seals. | \$1800.18 | |
| | | Quantity | Unit Price | Factor | Total |
| | | Installation | 70.00 x \$20.59 | x 1.2490 = | \$1,800.18 |
| 12 | 07 51 13 00-0131 | LF | TremSEAL D General Purpose Sealant | \$485.24 | |
| | | Quantity | Unit Price | Factor | Total |
| | | Installation | 70.00 x \$5.55 | x 1.2490 = | \$485.24 |
| | | User Note: Sealant Against Existing Building | | | |
| 13 | 07 53 23 00-0009 | SQ | 60 Mil, Single Ply Ethylene Propylene Diene Monomer (EPDM) Roofing Membrane, Fully AdheredIncludes adhesive and fasteners. | \$7002.03 | |
| | | Quantity | Unit Price | Factor | Total |
| | | Installation | 11.04 x \$424.11 | x 1.2490 = | \$5,848.04 |
| | | Demolition | 11.04 x \$83.69 | x 1.2490 = | \$1,154.00 |
| 14 | 07 53 23 00-0009 | 0125 | For >10 To 20, Add | \$931.03 | |
| | | Quantity | Unit Price | Factor | Total |
| | | Installation | 11.04 x \$67.52 | x 1.2490 = | \$931.03 |



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 109705.00
Title Somers Town Hall Flat Roof Replacement

| CSI Number | Mod. | UOM | Description | Line Total |
|--|------------------|--|--|-------------------|
| Roof | | | | |
| 15 | 07 53 23 00-0009 | 0131 | For 20 Year Warranty, Add | \$96.52 |
| | | | Quantity Unit Price Factor Total | |
| | | Installation | 11.04 x \$7.00 x 1.2490 = | \$96.52 |
| 16 | 07 53 23 00-0009 | 0135 | For Reinforced Ethylene Propylene Diene Monomer (EPDM), Add | \$194.70 |
| | | | Quantity Unit Price Factor Total | |
| | | Installation | 11.04 x \$14.12 x 1.2490 = | \$194.70 |
| 17 | 07 53 23 00-0023 | SF | Ethylene Propylene Diene Monomer (EPDM) Membrane Curb Flashing | \$1110.01 |
| | | | Quantity Unit Price Factor Total | |
| | | Installation | 138.00 x \$6.44 x 1.2490 = | \$1,110.01 |
| 18 | 07 59 00 00-0002 | LF | Membrane Roofing Termination BarIncludes fasteners and caulking. | \$424.04 |
| | | | Quantity Unit Price Factor Total | |
| | | Installation | 70.00 x \$3.40 x 1.2490 = | \$297.26 |
| | | Demolition | 70.00 x \$1.45 x 1.2490 = | \$126.77 |
| | | User Note: Remove and Replace Termination Bars against Existing Building | | |
| 19 | 07 73 00 00-0004 | SF | 1/2" Thick, Fiberglass Mat Faced, Moisture Resistant Gypsum Core, Roof Protection Board (Georgia-Pacific DensDeck®), Cold Adhesive Applied | \$5584.53 |
| | | | Quantity Unit Price Factor Total | |
| | | Installation | 1,104.00 x \$3.47 x 1.2490 = | \$4,784.77 |
| | | Demolition | 1,104.00 x \$0.58 x 1.2490 = | \$799.76 |
| Subtotal for Roof: | | | | \$19831.80 |
| Roof Edge | | | | |
| 20 | 07 62 13 00-0025 | SF | 0.032" Thick, Mill Finish, Aluminum Flashing And Trim | \$1871.29 |
| | | | Quantity Unit Price Factor Total | |
| | | Installation | 93.00 x \$12.81 x 1.2490 = | \$1,487.97 |
| | | Demolition | 93.00 x \$3.30 x 1.2490 = | \$383.32 |
| | | User Note: Roof edge | | |
| 21 | 07 62 13 00-0025 | 0001 | For Up To 100, Add | \$371.70 |
| | | | Quantity Unit Price Factor Total | |
| | | Installation | 93.00 x \$3.20 x 1.2490 = | \$371.70 |
| Subtotal for Roof Edge: | | | | \$2242.99 |
| Roof Edge additional Charge for Copper. | | | | |
| 22 | 01 22 16 00-0002 | EA | Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal. | \$1811.05 |
| | | | Quantity Unit Price Factor Total | |
| | | Installation | 1,450.00 x \$1.00 x 1.2490 = | \$1,811.05 |
| | | User Note: Up Charge to install copper roof edge | | |



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 109705.00
 Title Somers Town Hall Flat Roof Replacement

| CSI Number | Mod. | UOM | Description | Line Total |
|------------|------|-----|-------------|------------|
|------------|------|-----|-------------|------------|

Subtotal for Roof Edge additional Charge for Copper \$1811.05

Safety

| | | | | | | | |
|--------------|------------------|----|--|---|------------|------------|----------|
| 23 | 01 55 26 00-0112 | EA | Placement And Removal Of Up To 250 Cones By Hand From Roadside | | | | \$141.14 |
| | | | Quantity | | Unit Price | Factor | Total |
| Installation | | | 50.00 | x | \$2.26 | x 1.2490 = | \$141.14 |

Subtotal for Safety: \$141.14

Windows

| | | | | |
|----|------------------|----|--|-----------|
| 24 | 01 22 20 00-0006 | HR | CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only. | \$1923.86 |
|----|------------------|----|--|-----------|

| Quantity | Unit Price | Factor | Total |
|----------|------------|----------|------------|
| 16.00 x | \$96.27 x | 1.2490 = | \$1,923.86 |

User Note: install custom fabricated copper window pan and replace all window damaged trim and framing. Includes Material.

| | | | | |
|----|------------------|------|------------------|---------|
| 25 | 01 22 20 00-0006 | 0002 | For Foreman, Add | \$96.12 |
|----|------------------|------|------------------|---------|

| Quantity | Unit Price | Factor | Total |
|----------|------------|----------|---------|
| 16.00 x | \$4.81 x | 1.2490 = | \$96.12 |

| | | | | |
|----|------------------|----|--|-----------|
| 26 | 01 22 20 00-0015 | HR | LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only. | \$1667.27 |
|----|------------------|----|--|-----------|

| Quantity | Unit Price | Factor | Total |
|----------|------------|----------|------------|
| 16.00 x | \$83.43 x | 1.2490 = | \$1,667.27 |

User Note: Cut marble sill - 2 laborers for 1 day.

| | | | | |
|----|------------------|------|------------------|---------|
| 27 | 01 22 20 00-0015 | 0002 | For Foreman, Add | \$83.33 |
|----|------------------|------|------------------|---------|

| Quantity | Unit Price | Factor | Total |
|----------|------------|----------|---------|
| 16.00 x | \$4.17 x | 1.2490 = | \$83.33 |

| | | | | |
|----|------------------|----|---|----------|
| 28 | 08 51 13 00-0035 | EA | >10 To 15 SF, 3-1/4" Frame Depth, C 45, Tilt In Sash, Double Hung Aluminum Window (Traco TR-5000) | \$697.14 |
|----|------------------|----|---|----------|

| Quantity | Unit Price | Factor | Total |
|----------|------------|----------|----------|
| 2.00 x | \$174.43 x | 1.2490 = | \$435.73 |
| 2.00 x | \$104.65 x | 1.2490 = | \$261.42 |

User Note: Remove and reinstall existing windows. Material excluded

Subtotal for Windows: \$4467.72

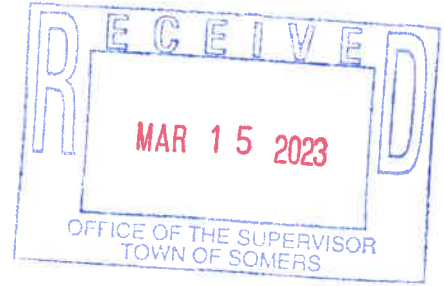
Work Order Proposal Total \$46102.19

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 19.55%

Sent To:
TS,ATC
4/17/2020
KD

Michele Sanz
6 Putney Road
Baldwin Place, NY 10505
March 11, 2023



Supervisor Robert Scorrano
Somers Town House
335 Route 202
Somers, NY 10589

Dear Supervisor Robert Scorrano:

I received your letter dated February 27 regarding my term as a member of the Parks & Recreation Board expiring this month. I would like to continue to serve on this board if the opportunity exists. If you have any questions, please contact me at sanz.michele@gmail.com or (914) 643-6481.

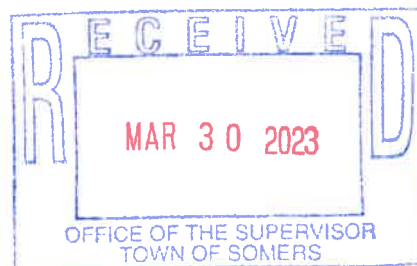
Sincerely,

Michele Sanz
Michele Sanz

Sent to:
TB, TA, TC
4/11/23
KD

March 30, 2023

Robert Scorrano
Town of Somers Supervisor
Somers Town House
335 Route 202
Somers, New York 10589



Re: Somers Architectural Review Board
Reappointment April 1, 2023, through March 31, 2026

Dear Mr. Scorrano,

I am in receipt of your letter dated February 27, 2023, regarding the reappointment for a new term as a member of the Town of Somers Architectural Review Board.

Serving on the board has been a rewarding opportunity for me and I wish to express my interest in continuing my tenure through March 31, 2026.

Thank you in advance for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "John E. DeMase". The signature is fluid and cursive, with a large loop at the end.

John E. DeMase
Town of Somers Resident

Sent to:
TB, TA, TC
4/6/23
KD

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

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

Steven Woelfle
Principal Engineering Technician
swocfle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

Date: April 6, 2023
To: Director of Finance T10(914)
From: Steven Woelfle SW
Engineering Department
RE: Erosion Control Bond
Somers Sanitation Inc., Site Plan
TM: 28.10-1-7.1, 9 & 11

Attached is a check in the amount of \$6,300.00 posted by Wheelabrator Technologies, 90 Arboretum Drive, Suite 300, Portsmouth, NH 03801 in payment of an Erosion Control Bond for Somers Sanitation Site Plan.

Att.
cc: Town Board
Town Clerk

Sent to:
TB, TH, TC
4/14/23
KD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5866
Fax
(914) 277-4098

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swocflc@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

Date: April 11, 2023
To: Director of Finance T10(914)
From: Steven Woelfle *SW*
Engineering Department
RE: Erosion Control Bond
Tractor Supply Site Plan
TM: 4.20-1-11.1 through 11.9

Attached is a check in the amount of \$5,250.00 posted by Urstadt Biddle Properties Inc., 321 Railroad Avenue, Greenwich, CT 06830 in payment of an Erosion Control Bond for Tractor Supply Site Plan.

Att.
cc: Town Board
Town Clerk

Sent to:
TB, YATC
4/3/2023
KD

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoeffle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

Date: March 8, 2023
To: Town Board
From: Steven Woelfle *SW*
Engineering Department
RE: NYS Mesonet Stuart Farm Weather Station
TM: 26.11-1-2
Release of Erosion Control Bond
Check Received February 1, 2017

This office has no objection to the return of the Erosion Control Bond in the amount of \$500.00.

Please return to:

Pyramid Network Services, LLC
6519 Towpath Road
East Syracuse, New York 13057
Attn: Finance Dept.

SW/wg
cc: Town Clerk
Director of Finance
Pyramid Network Services, LLC

Sent to:
TB, TA, TC
4/3/2023
KA

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5866
Fax
(914) 277-4098

Town of Somers
WESTCHESTER COUNTY, N.Y.

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


Steven Woolfe
Principal Engineering Technician
swoolfe@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

DATE: March 7, 2023

TO: Town Board
Director of Finance

FROM: David B. Smith 
Director of Planning

RE: **Verizon Wireless – Heritage Hills**
Refund of SEQRA/Professional Service Fee
TM: 17.05-20-2

The above-mentioned project has been completed. Please refund the remaining SEQRA/Professional Service Fee in the amount of \$763.75, as follows:

Snyder & Snyder LLP
94 White Plains Road
Tarrytown, New York 10591

SW/wg
cc: Town Clerk
Michael Sheridan, Snyder & Snyder LLP

Sent to:
TB, TA, TC
4/3/2023
KD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5866
Fax
(914) 277-4098

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

DATE: March 7, 2023

TO: Town Board
Director of Finance

FROM: David B. Smith *[Signature]*
Director of Planning

RE: **Sprint/T-Mobile – 121 Route 100**
Refund of SEQRA/Professional Service Fee
TM: 38.17-1-5

The above-mentioned project has been completed. Please refund the remaining SEQRA/Professional Service Fee in the amount of \$1,362.50, as follows:

AMP Communications, LLC
32 Spruce Street
Oakland, NJ 07436

SW/wg
cc: Town Clerk
AMP Communications, LLC
David Kenny, Snyder & Snyder LLP

Kim DeLucia

Sent to: TB, TA, TC 4/11/2023

Subject: April 13, 2023 TB Work Session Agenda Item: Concerned Residents of Shenorock Stop Sign Requests

From: Brian Linkletter <blinkletter@somersny.com>

Sent: Wednesday, February 8, 2023 1:08 PM

To: Patricia Kalba <pkalba@somersny.com>; Denise Schirmer <dschirmer@somersny.com>; Steve Woelfle <swoelfle@somersny.com>

Subject: RE: Concerned Residents of Shenorock Stop Sign Requests

Good afternoon Patti

I agree with Nick regarding the location for a stop sign at item # 1

I would also consider Item #3 Lakeview and Cypress making that location a 3 way stop

For you information.

Chief Brian Linkletter

Somers Town Police Dept.

From: Patricia Kalba <pkalba@somersny.com>

Sent: Friday, February 3, 2023 10:56 AM

To: Brian Linkletter <blinkletter@somersny.com>; Denise Schirmer <dschirmer@somersny.com>; Steve Woelfle <swoelfle@somersny.com>

Subject: FW: Concerned Residents of Shenorock Stop Sign Requests

Good morning,

This is being referred to you for your review and comment.

Please see the detailed request below.

Patricia Kalba, RMC, MMC
Town Clerk

Town of Somers
335 Route 202
Somers, New York 10589

914-277-3323
914-277-3960 (fax)
pkalba@somersny.com

***Note:** This e-mail message is intended only for the use of the individual or entity to whom it is addressed, and may contain information that is privileged or confidential. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering this message to the identified addressee, you are hereby notified that any unauthorized use, disclosure, reproduction, dissemination or disruption of this communication is strictly prohibited. Please note that it is your responsibility to scan this e-mail for viruses. If you receive this e-mail message in error, please delete all copies of this message and notify the sender immediately by telephone at (914) 277-3323. Thank you.*

From: Nick DeVito <ndevito@somersny.com>

Sent: Monday, January 23, 2023 2:36 PM

To: Patricia Kalba <pkalba@somersny.com>

Subject: Concerned Residents of Shenorock Stop Sign Requests

Patty,

The following are requested stop sign locations from the "Concerned Residents of Shenorock."

- 1) Southbound lane of Bridge Lane at the sharp turn just west of Miller Ave (please note this would also require an additional stop sign at the dead end of Bridge Lane where it meets the sharp turn.
- 2) Bridge Lane at Miller Ave to make a four way stop. This would require 2 signs on Miller Ave.
- 3) Lakeview Dr and Cypress Lane to make a three way stop.
- 4) Shenorock Dr and Overhill Rd to make a three way stop.
- 5) Overhill Rd and Ross Dr to make a 3 way stop
- 6) Sunset Dr and Tighe Rd to make a four way stop.

After looking at all of the following locations, and speaking with Chief Linkletter, I only support the addition of the two signs for Bridge Lane (#1 above). My reasoning for this is that there has been a history of accidents with residential property damage in the past at this location

Can we get this on a Town Board agenda in order to get the ball rolling?

Best,

Nicholas DeVito

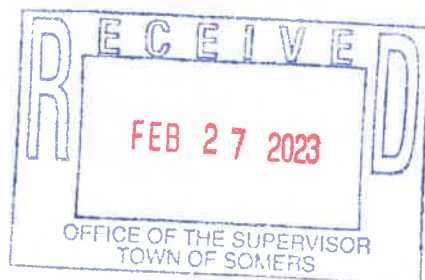
Town of Somers
Superintendent of Highways
ndevito@somersny.com
P-914-232-4848



2127
Q/F
State of New York
Unified Court System



Tamiko A. Amaker
Acting Chief Administrative Judge



25 Beaver Street
New York, N.Y. 10004
(212) 428-2100

February 23, 2023

Supervisor Robert Scorrano
Town of Somers
335 Route 202
Somers, NY 10589

Dear Supervisor Scorrano:

Section 2019-a of the Uniform Justice Court Act requires that town justices annually provide their court records and dockets to the auditing board of the town, and that such records then be examined, and that fact be entered into the minutes of the board's proceedings.

The Unified Court System's Internal Audit office is responsible for monitoring town board compliance with Section 2019-a. Accordingly, I am requesting that you provide a copy of the audit of your local court's records for fiscal year ending in 2022 and a copy of your board resolution acknowledging that the required examination was conducted. Please email the report and resolution to jcasazza@nycourts.gov or mail to Daniel Johnson, Chief Internal Auditor, NYS Unified Court System, 185 Jordan Road, Suite 1, Troy, NY 12180. Please respond by March 31, 2023.

If you have any questions, please contact Joan Casazza at (518) 238-4303 or at the email listed above. Thank you for your cooperation.

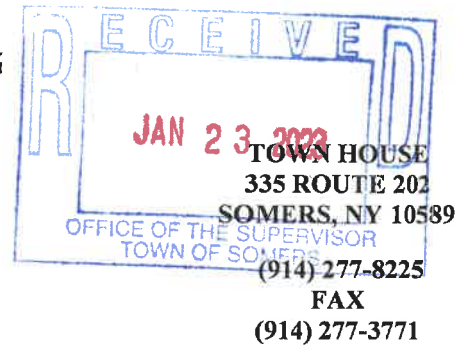
Very truly yours,

Tamiko Amaker

smw

c: Daniel Johnson, CPA
Joan Casazza, CIA

JUSTICE COURT
Town of Somers
WESTCHESTER COUNTY, N.Y.



TOWN JUSTICES

Hon. Denis J. Timone
Hon. Michael J. McDermott

January 18, 2023

Dear Supervisor Scorrano:

Pursuant to Section 2019-a of the Uniform Justice Court Act, it is the duty of every justice to present his/her records and docket, at least once a year, to the auditing board of the village or town, which shall examine said records or docket, or cause same to be examined, and enter in the minutes of its proceedings the fact that they have been duly examined.

Consistent with Section 2019-a of the Uniform Justice Court Act, I hereby advise that the court's records and docket are available to be presented for such examination.
I look forward to working with you to schedule such examination in an expeditious manner.

It is our understanding that OCA's Internal Audit Services (IAS) unit will be corresponding with you as well in the very near future in this regard. Subsequent to the audit or examination, please forward to the IAS unit the audit report, as well as the Board's resolution noting that the records have been duly examined, and that the fines therein collected have been turned over to the proper officials of the Town as required by law. Such materials may be mailed to the following:

Internal Audit Services Unit
Attn: Joan Casazza
2500 Pond View, Suite LL01
Castleton-on-Hudson, NY 12033

In the alternative, such materials may be sent via email to: jcasazza@nycourts.gov

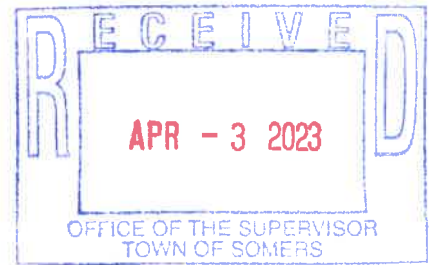
Thank you.

Very truly yours,

Hon. Denis J. Timone

Hon. Michael J. McDermott

cc: Honorable Bruce E. Tolbert
Arielle Bryant, Esq.



Town of Somers, New York

Town Justice Court

Statement of Cash Receipts,
Cash Disbursements and Cash Balances

Year Ended December 31, 2022

Independent Auditors' Report

**The Honorable Town Supervisor
and Members of the Town Board
of the Town of Somers, New York**

Report on the Audit of the Financial Statement

Opinion

We have audited the statement of cash receipts, cash disbursements and cash balances of the Town Justice Court of the Town of Somers, New York, as of and for the year ended December 31, 2022, and the related note to the financial statement.

In our opinion, the accompanying financial statement referred to above presents fairly, in all material respects, the cash receipts, cash disbursements and cash balances of the Town Justice Court of the Town of Somers, New York as of December 31, 2022, and for the year then ended in accordance with the cash basis of accounting described in Note 1.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statement section of our report. We are required to be independent of the Town Justice Court of the Town of Somers, New York, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter – Basis of Accounting

We draw attention to Note 1 of the financial statement, which describes the basis of accounting. The financial statement is prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of this financial statement in accordance with the cash basis of accounting described in Note 1, and for determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statement in the circumstances. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town Justice Court of the Town of Somers, New York's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town Justice Court of the Town of Somers, New York's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Restriction on Use

This report is intended solely for the information and use of the Town Board, the Office of Court Administration and management and is not intended to be and should not be used by anyone other than these specified parties.

PKF O'Connor Davies, LLP

PKF O'Connor Davies, LLP

Harrison, New York

March 27, 2023

Town of Somers, New York

Town Justice Court

Statement of Cash Receipts, Cash Disbursements and Cash Balances

Year Ended December 31, 2022

| | Joint Bail | Fines and Parking | |
|---|---------------|----------------------|-------------------|
| | | Justice McDermott | Justice Timone |
| CASH RECEIPTS | | | |
| Fines, fees and other | \$ 2,051 | \$ 101,856 | \$ 126,059 |
| CASH DISBURSEMENTS | | | |
| Remittances to Town | - | 97,059 | 123,903 |
| Bail refunds and bail applied to fines and forfeitures | 2,570 | - | - |
| Total Cash Disbursements | 2,570 | 97,059 | 123,903 |
| Excess (Deficiency) of Cash Receipts Over Cash Disbursements | (519) | 4,797 | 2,156 |
| CASH BALANCES | | | |
| Beginning of Year | 3,570 | 2,030 | 10,648 |
| End of Year | \$ 3,051 | \$ 6,827 | \$ 12,804 |
| CASH BALANCES REPRESENTED BY | | | |
| Amounts due to Town | \$ - | \$ 6,827 | \$ 12,804 |
| Undisposed cases | 3,051 | - | - |
| Cash Balances - December 31, 2022 | \$ 3,051 | \$ 6,827 | \$ 12,804 |

The accompanying note is an integral part of the financial statement.

Town of Somers, New York

Town Justice Court
Note to Financial Statement
December 31, 2022

Note 1 - Summary of Significant Accounting Policies

A. Basis of Accounting

This financial statement was prepared on the basis of cash receipts and cash disbursements in conformity with the accounting principles prescribed in the New York State Handbook for Town and Village Justices and Court Clerks, which is a comprehensive basis of accounting other than generally accepted accounting principles. Under this basis of accounting, revenues are recognized when cash is received and expenditures are recognized when cash is disbursed.

B. Cash and Equivalents, Investments and Risk Disclosures

Cash and Equivalents - Cash and equivalents consist of funds deposited in demand deposit accounts, time deposit accounts and short-term investments with original maturities of less than three months from the date of acquisition.

The Town Justice Court's deposits and investment policies follow the Town of Somers, New York's ("Town") policies. The Town's investment policies are governed by state statutes. The Town has adopted its own written investment policy which provides for the deposit of funds in FDIC insured commercial banks or trust companies located within the state. The Town is authorized to use demand deposit accounts, time deposit accounts and certificates of deposit.

Collateral is required for demand deposit accounts, time deposit accounts and certificates of deposit at 100% of all deposits not covered by Federal deposit insurance. The Town has entered into custodial agreements with the various banks which hold their deposits. These agreements authorize the obligations that may be pledged as collateral. Such obligations include, among other instruments, obligations of the United States and its agencies and obligations of the State and its municipal and school district subdivisions.

Investments - Permissible investments include obligations of the U.S. Treasury, U.S. Agencies, repurchase agreements and obligations of New York State or its political subdivisions.

The Town follows the provisions of GASB Statement No. 72, "*Fair Value Measurement and Application*", which defines fair value and establishes a fair value hierarchy organized into three levels based upon the input assumptions used in pricing assets. Level 1 inputs have the highest reliability and are related to assets with unadjusted quoted prices in active markets. Level 2 inputs relate to assets with other than quoted prices in active markets which may include quoted prices for similar assets or liabilities or other inputs which can be corroborated by observable market data. Level 3 inputs are unobservable inputs and are used to the extent that observable inputs do not exist.

Risk Disclosure

Interest Rate Risk - Interest rate risk is the risk that the government will incur losses in fair value caused by changing interest rates. The Town does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from changing interest rates. Generally, the Town does not invest in any long-term investment obligations.

Town of Somers, New York

Town Justice Court
Note to Financial Statement (Concluded)
December 31, 2022

Note 1 - Summary of Significant Accounting Policies (Continued)

Custodial Credit Risk - Custodial credit risk is the risk that in the event of a bank failure, the Town's deposits may not be returned to it. GASB Statement No. 40, "*Deposit and Investment Risk Disclosures – an amendment of GASB Statement No. 3*", directs that deposits be disclosed as exposed to custodial credit risk if they are not covered by depository insurance and the deposits are either uncollateralized, collateralized by securities held by the pledging financial institution or collateralized by securities held by the pledging financial institution's trust department but not in the Town's name. The Town's aggregate bank balances that were not covered by depository insurance were not exposed to custodial credit risk at December 31, 2022.

Credit Risk - Credit risk is the risk that an issuer or other counterparty will not fulfill its specific obligation even without the entity's complete failure. The Town does not have a formal credit risk policy other than restrictions to obligations allowable under General Municipal Law of the State of New York.

Concentration of Credit Risk - Concentration of credit risk is the risk attributed to the magnitude of a government's investments in a single issuer. The Town's investment policy limits the amount of deposit at each of its banking institutions.

Sent to:
TB, TA, TC
4/4/2023
KD

Telephone
(914) 277-5582

KATHY CUCCHIARELLA
CHAIRMAN

PARTNERS IN PREVENTION

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589



MEMO TO: Town Board

FROM: Partners in Prevention

RE: Posting Partners in Prevention Signs

DATE: March 13, 2023

In an attempt to make the community aware that there is a Partners in Prevention program in Somers, permission is being requested to have six 24" diameter circle 1/8" composite aluminum with digital printed graphics on reflective vinyl signs hung below the existing No Littering in Somers signs located at Mahopac Avenue and Route 35; Route 116; Route 35 West; Route 202 and Croton Falls Road; and Route 35 at Moseman Avenue and Orchard Hill Road.

Placement of these signs would be consistent with others posted such as the Lions Club. The rendering for the sign is attached.

Each sign costs \$165 and the allotted Town budget money to the Partners would be used.

attachment



Sent to:
TB,TA,TC
4/5/03
KD

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

NICHOLAS DEVITO
Superintendent of Highways

PAUL WESTHOFF
Deputy Supt. of Highways

Highway Department

Town of Somers
WESTCHESTER COUNTY, N.Y.

250 RT. 100
P.O. BOX 281



MEMO TO: SUPERVISOR
TOWN BOARD

FROM: NICHOLAS DEVITO
SUPT. OF HIGHWAYS

DATE: MARCH 22, 2023

RE: PERMISSION TO PURCHASE - NEW MTA L3 HARRIS XL-185P PORTABLE RADIO
SYSTEM

The Superintendent of Highways requests permission to use General Fund Balance for Capital Project to purchase new MTA L3 Harris XL-185P Portable Radio System at (20) @ \$5,025.00
\$100,700.00.


Options will also be highly recommended for the system

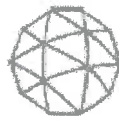
- 1: Multi-Unit Charger with a 12 Unit at (2) \$588.30 each
- 2: Vehicular Chargers (18) at \$120.00 each

\$ 2,353.20
\$ 2,160.00
\$105,213.20

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

cc: Town Clerk


NICHOLAS DEVITO
SUPT. OF HIGHWAYS



L3HARRIS

XL-185P Single-band Portable Radio

MTA MRRS Standard Features

- Portable Radio, Full Keypad, Dual Display with LTE
- 700/800 Options
- P25 Phase I (FDMA) and Phase II (TDMA) Trunking Operations
- TDMA Phase II P25
- AES 256 Encryption
- Bluetooth Operation
- Data Operation
- GPS
- Over-the-Air Programming (OTAP)
- Over-the-Air Rekeying (OTAR)
- Band 14 LTE (FirstNet)
- High Capacity Battery
- Carry Case, Leather
- Multi-band Antenna

OPTIONS

- Remote Speaker Microphone \$117.00 ea.
- Single Unit Charger \$170.00 ea.
- Multi-Unit Charger (6 or 12 Unit) \$588.30 ea. *X 2*
- Add Wall Mount Kit (for 6 Unit) \$144.05 ea.
- Vehicular Charger \$120.00 ea. *X 18*
- Annual Software Updates \$657.00 ea.

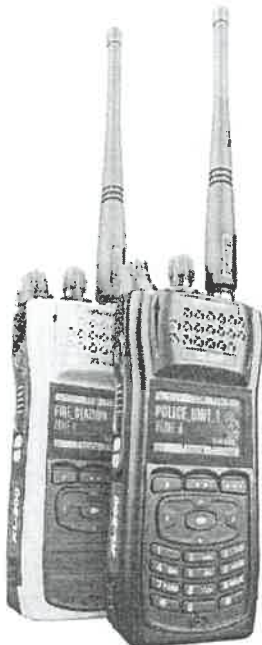
MTAPD Highly Recommends Annual Software Updates to stay current with MRRS.

Approved Standard Feature Pricing
with LTE

\$5,035.00 *X 20*

Approved Standard Feature Pricing
without LTE

\$4,357.00



Sent to:
TB, TA, TC
3/15/23
KB

THIS AGREEMENT is made on this **02 day of March, 2023**, between GARDEN STATE FIREWORKS, INC., hereinafter known and designated as The Party of the First Part; **TOWN OF SOMERS NY** hereinafter known as the designated Party of the Second Part.

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree as follow:

- 1 The Party of the First Part agrees to furnish to the Party of the Second Part **On 82 Primrose St. Grounds on June 24th 2023** in a location to be designated by the Party of the Second Part and approved by the Party of the First Part, an exhibition of fireworks.
- 2 The Party of the First Part agrees to pay all expenses for the freight and cartage for the said display, all Necessary labor and equipment, and experienced Pyrotechnic Operators to discharge the said display.
- 2 The Party of the First Part and The Party of the Second Part agree to a postponement of the said display in the event of inclement weather **June 25th 2023** additional cost of FIFTEEN PERCENT of the total contract amount. Postponements may be scheduled only within the period terminating **January 1, 2024** after the original scheduled date of the display, thereafter the display will be considered to be cancelled. In the event of cancellation, the Party of the Second part agrees to additional payment of FIFTY PERCENT to bring the total of payments to ONE HUNDRED PERCENT of the total contract amount.
- 4 The Party of the First Part agrees to supply to the Party of the Second Part, insurance coverage in the amount of FIVE **MILLION DOLLARS** for public liability and/or property damage. The Party of the First Part agrees to hold harmless the Party of the Second Part. The Party of the Second Part agrees to hold harmless the Party of the First Part of all and any claims, legal fees incurred outside the operations or the control of the Party of the First Part.
- 5 The Party of the Second Part agrees to furnish ample security or police protection and barricades to prevent any persons from coming into the safety zone area designated for discharging said fireworks display. With the exception of conditions stated in paragraph 4 above, the Party of the Second Part also agrees to assume sole responsibility for spectator safety, including seating, lighting, and ground surfaces, and agrees to conduct an inspection of the site approximately 24 hours in advance of the display to ensure a safe spectator environment.
- 6 The Party of the Second Part agrees to produce any and all permits which may be required by municipal authorities for the discharging of the said fireworks display at their own expense.
- 7 The Party of the Second Part agrees that any and all publicity, media coverage, announcements, and advertising shall name GARDEN STATE FIREWORKS, INC. as the primary contractor for the said display.
- 8 Upon signing of this document, a deposit of FIFTY PERCENT of the total contract price shall be paid to the Party of the First Part.
- 9 Upon delivery of the said display, the full balance for the contract amount shall be paid to the Pyrotechnic Operator in a sealed envelope before of immediately following the discharging of the display.
- 10 Total contract amount **\$12,000.00** United State dollar (excluding permit fees)

WITNESS:

GARDEN STATE FIREWORKS, INC.

BY _____
August N. Santore – Vice President

WITNESS

Town of Somers NY

*Sent to:
TB, TA, TC
4/14/23
KD*

INTEROFFICE MEMORANDUM

TO: TOWN SUPERVISOR AND MEMBERS OF THE TOWN BOARD
FROM: SENIORS DEPARTMENT DIRECTOR, BARBARA TABERER
SUBJECT: IIIB TRANSPORTATION SERVICES CONTRACT
DATE: APRIL 11, 2023
CC: DIRECTOR FINANCE, TOWN CLERK

The Director of Senior Programs requests the Town Supervisor execute IIIB Transportation Contract PY 2023.



George Latimer
County Executive

Department of Senior Programs and Services

Mae Carpenter
Communications

April 4, 2023

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

RE: Title III-B Transportation Services Contract, PY 2023

Dear Ms. Taberer:

Attached to the e-mail that was sent with this letter is a blank copy of the Title III-B Transportation Services contract. The contract is comprised of an Agreement and Schedules "A", "B", "C", "D", "E", "F", "G", "H" and "I" to cover the program period commencing retroactively on January 1, 2023 and continuing through December 31, 2023. Federal funding for the provision of the services will be in an amount not to exceed \$ 3483 for actual services provided and data-entered in the New York State Office for the Aging's ("NYSOFA") Client Statewide Data System ("PeerPlace") with the **Town of Somers** the "Municipality") required to contribute \$ 2420 in matching funds to the services. The County of Westchester (the "County") through its Department of Senior Programs and Services (the "Department") may reduce the amount payable to the Municipality if the NYSOFA reduces the Department's federal and/or state funding, in which case you will be notified.

You MUST use the original contract documents that we have provided. NO ALTERATIONS may be made to the contract without the prior consent of the Dept. With the exception of the applicable Excel Pages, **DO NOT fill out the contract electronically as we want to maintain the integrity of the document.** Noncompliance with these requests will result in the contract returned to the Municipality. We recommend that you keep a blank copy of the contract in the event that you need to reprint a page. Print a hard copy of the contract and fill it out making sure that where signatures are required on all documents that they are original. Contracts with COPIED signatures are unacceptable.

INSURANCE DOCUMENTS:

Please refer to the "Standard Insurance Provisions" in Schedule "A" for detailed information regarding ALL required insurances. The contract will be on hold pending receipt of any missing insurance form or any form that is inadequately filled out. Remember to list the County of Westchester as "Additional Insured" on the Certificate of Liability Insurance. Additionally, the County's Office of Risk Management has provided

instruction in Schedule "A" for municipalities and their Insurance Broker regarding a choice of one (1) of two (2) options for filling out the Certificate of Liability Coverage on the ACORD form.

MONTHLY REPORTS:

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

Please direct program-related questions to your program liaison Meleita Jones at 914-813- 6420, or via e-mail at mmf2@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 that reads "Sharon Johnson".

Sharon Johnson
Program Administrator

Attachments